Village of Winnetka
Village Council Regular Meeting

December 16, 2025 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
   a. January 6, 2026 Regular Meeting
   b. January 20, 2026 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 30 Budget Review Meeting
      ii. November 18, 2025 Regular Meeting
   b. Approval of Warrant List Dated November 27, 2025 - December 11, 2025
   c. Resolution No. R-87-2025: Approving Closed Session Minutes, Determining the Need to Keep Minutes of Certain Closed Meetings of the Village Council Confidential, and Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Council (Adoption)
   d. Resolution No. R-95-2025: Approving a Collective Bargaining Agreement Between the Village of Winnetka and the International Union of Operating Engineers, Local 150 Public Employees Division (Adoption)
   e. Resolution No. R-98-2025: Approving a Service Agreement with Municipal GIS Partners, Inc. for Geographic Information System Services and a Letter Agreement with the Village of Kenilworth Regarding Geographic Information System Services (Adoption)
   f. Resolution No. R-99-2025: Waiving Bidding and Approving a Purchase of Software Licenses from Tyler Technologies, Inc. (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.

g. Resolution No. R-101-2025: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services (Adoption)

h. Resolution No. R-102-2025: Approving a Proposal with CivicPlus LLC for Software Services (Adoption)

8. Ordinances and Resolutions

a. Resolution No. R-103-2025: Waiving Competitive Bidding and Approving a Contract with Teska Associates, Inc. for Professional Landscape and Architectural Design Services (Adoption)

9. Old Business

10. New Business

a. 2026 Council Study Session Planning and Policy Direction

11. Appointments

12. Closed Session

13. Adjournment

MINUTES
WINNETKA VILLAGE COUNCIL
Budget Review Meeting
October 30, 2025

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Council Chambers at Village Hall on Thursday, October 30, 2025, at 8:30 AM.

1) Call to Order. President Dearborn called the meeting to order at 8:36 AM. Manager Kazenas called the roll. Present: Trustees Kirk Albinson, Robert Apatoff, Kim Handler, Scott Myers, and Bridget Orsic. Absent: Trustee Tina Dalman. Also present: Village Manager Kristin Kazenas, Community Development Director Scott Mangum, Assistant Community Development Director Ann Klaassen, Village Engineer Jim Bernahl, Assistant Village Engineer Obaid Khalid, Chief Financial Officer Tim Sloth, Deputy Chief Financial Officer Dell Duckworth, Accounting Manager Kathy Sarapuk, Deputy Fire Chief Andy MacArthur, Fire Analyst Stephanie Wells, Chief of Police Brian O'Connell, Public Works Tom Powers, Assistant Public Works Director Erik Jensen, Director of Water & Electric Nick Narhi, Assistant Director of Water & Electric Sam Carrasco, and no persons in the audience.

   Trustee Dalman enters at 8:38am.

   President Dearborn acknowledges the significant effort by staff, department heads, Village Manager, and the finance team in preparing the FY2026 budget, emphasizing that while the focus is on the upcoming fiscal year, the budget is intentionally forward-looking, grounded in maintaining a strong foundation for the community, and preserving high-quality service as past and current Councils supported such standards.

   Reflecting on what the Village has historically provided its community members, reliable utilities, strong public safety, well maintained infrastructure, and vibrant commercial districts, President Dearborn emphasizes the importance on continuing to support these values and that the budget discussion will involve major long-term planning projects from electric and water utilities, streetscape improvements, and stormwater infrastructure.

2) Budget Review Topic:

   a) Budget/CIP Overview/2023 Tax Levy.

      Village Manager Kristin Kazenas provides an overview of the FY2026 Annual Budget and Capital Improvement Plan, reaffirming that the budget is upheld by the Winnetka Way, focusing primarily on maintaining a high quality of life through superior services and notes that each budget item is translated to Village-wide goals and objectives protecting public health and safety, preserving the natural environment, maintaining assets, and investing in critical infrastructure. Additional priorities include ensuring long-financial stability, supporting redevelopment of the Village's business districts, enhancing communication with stakeholders, and promoting efficient and effective service delivery.

      Village Manager Kazenas states that while there have been several challenges affecting this year's budget, such as ongoing inflationary pressure, increased demands for capital project planning, economic uncertainty, unfunded mandates, and the high expectations of the community, the proposed FY2026 budget seeks to meet the needs of the entire Village through thoughtful planning and a long-term vision focused on leaving the Village better that it was found. The proposed budget aims to maintain a safe and desirable community, strengthen the Village's overall image, identify sustainable funding for staffing, invest in long-term infrastructure improvements, support the business community, advance the implementation of the 2040 Comprehensive Plan, attract and retain skilled employees all while maintaining a balanced and fiscally responsible budget.

Village Manager Kazenas expresses deep appreciation for the extensive efforts of department heads, deputy directors and staff in preparing the proposed FY2026 Annual Budget.

Chief Financial Officer Tim Sloth presents an overview of the FY2026 budget and Five-Year Capital Improvement Plan, noting that the budget is balanced, however, inflation continues to impact higher operating costs, and that residents will see a 4.93% increase as a result of the proposed budget. Mr. Sloth reviews major capital investments across various funds consisting of various projects including Willow Road stormwater, water main, and road construction, stormwater conveyance, water main replacements, sewer system upgrades, facility improvements, downtown redevelopment components, planned electric generation projects, and Fire engine replacements.

Council is informed of outlined economic pressures, including rising labor costs, infrastructure inflation, and slowing economic indicators. Funding strategies and rate adjustments were reviewed, including proposed increases in electric, water, sewer, refuse, and stormwater rates. The proposed 2026 property tax increase is 1.45%, and the $1.1 million transfer to the business district is proposed to be eliminated due to the implementation of a new home-rule sales tax. Expected revenue from major developments will not be realized until 2027–2028. Mr. Sloth confirms that departments are trending under budget.

Council is presented tax levy details, noting a total proposed levy of $16.68 million, capital spending, significant capital initiatives, and required public safety pension levies. Comparisons show the Village has historically increased its levy below CPI and neighboring communities. The 2026 capital program totals $39 million, with significant spending on roads, facilities, downtown improvements, electric system upgrades, water main replacements, and stormwater improvements.

In conclusion, the FY2026 budget is fiscally sound, maintains needed reserves and staffing levels, and continues investing in infrastructure, though future prioritization will be required.

Council discusses matters related to increases, capital, funding, utility increases, operating costs, property tax, and discussion regarding the Cook County tax levy comparison,

b) <u>Public Affairs/Village Manager's Office</u>.

Village Manager Kristin Kazenas presents the Public Affairs and VMO budget. Consisting of 8.5 full-time employees, the Public Affairs Department primarily focuses on Village wide support and Village Council initiatives. The VMO also provides departmental specific operations specific to administration, communications, economic development, human resources, and sustainability.

Regarding 2025 accomplishments, Economic Development reported nine new business openings and four closures throughout the third quarter. Retail vacancy remains at a record low, with only one first-floor retail space available, representing a 0.43% vacancy rate. The One Winnetka project has broken ground and is progressing on schedule. Human Resources reviewed 1,825 applications, conducted 161 interviews, and managed 24 recruitments, including entry-level patrol testing. Communications updated website PDFs to meet ADA requirements effective January 1, 2026, and provided customer service training and special communications support. Additionally, the department assisted with the Farmer's Market, Music Fest, Memorial Day, and July 4th activities. The Village Clerk's Office completed 646 FOIA requests as of September 2025, with staff costs of approximately $73,042, excluding legal costs. Sustainability hosted the Village's first zero-waste event, introduced composting in Village Hall, advanced the greenhouse gas inventory and climate action plan, drafted the adopted sustainability resolution, supported the solar array at the Yards, promoted the Hefty Renew program, and strengthened area partnership with sustainability.

The Public Affairs 2026 Goals and Objectives will support safe and enjoyable community events. Economic Development will continue to support existing businesses and attract new businesses. Communications will provide timely and effective outreach. Human Resources will recruit, train, and retain a high-quality workforce. Sustainability will continue implementing Pillar 4 of the Comprehensive Plan.

Key Budget Notes for Public Affairs will continue event sponsorships, with a reduced Music Festival sponsorship of $12,500. Legal expenses have been consolidated under the Village Manager's Office for transparency. Communications will continue funding newsletters, the Winnetka Report, and social media. Economic Development will maintain event sponsorships, partnerships, co-advertising, and active business recruitment to support future business needs.

Additionally, Ms. Kazenas reported that Human Resources plans to conduct two police entry-level tests and one fire recruitment test in the coming year. Efforts will focus on recruitment and retaining a high-talent workforce, annual training and professional development, and Village-wide tuition reimbursement. In Sustainability, the budget includes completion of the Climate Action Plan and greenhouse gas inventory, continued work on the implementation plan, a special Wanaka sustainability report, expanded composting initiatives, and new solar and energy-efficiency rebates funded through the water and electric budget.

Council is informed that the significant change in the Managers and Public Affairs service supply area is driven by the reallocation of the legal budget.

Council discusses attraction to business districts, legal expenses, annual retainers, FOIA reports and costs, and hiring of a new Deputy Village Manager.

c) Finance Department.

Chief Financial Officer Tim Sloth reviews the 2026 budget, noting a department total of approximately $1.9 million. The AMI-related capital expense from 2025 is not budgeted for in 2026, as AMI costs will now be funded through utility funds. A slight decrease in salaries and benefits reflects position changes, while service costs increase due to the continued need for manual meter reading supported by a contracted service during the AMI transition. An updated organizational chart was presented noting that one meter reader has now been reclassified to the AMI transition coordinator, and the second has transferred to the refuse division. The Deputy Chief Financial Officer, Dell Duckworth, oversees utility billing and AMI transition coordination, while the accounting manager oversees accounts payable, the accountant, and customer service.

The department's focus includes safeguarding financial and technology assets, providing accurate and transparent financial information, and supporting internal and external customers.

Major 2025 accomplishments included reaffirmation of the Moody's Aaa rating, GFOA awards, completion of the audit, automated timekeeping, AMI pilot deployment, completion of the water rate study, renewal of the New Trier parking lease, and implementation of the local grocery replacement tax. Significant grant work was completed, with state stormwater funding received, continued due diligence on securing FEMA's $21.2 million flood mitigation grant, and various other grants progressing. Additionally, cybersecurity tabletop exercises were completed, performance of comprehensive rate analysis and financial planning for utility funds, and support for internal departments purchases and bids.

For 2026, goals include pursuing grant opportunities, managing the FY27 budget and FY25 audit, continuing financial analysis for utility funds, overseeing Phase 1 of the AMI rollout, and beginning evaluation of a replacement ERP system.

Council discusses matters related to grants, funding, and finance cost operations.

d) Police Department.

Police Chief Brian O'Connell reported that the administrative commander position has been filled and significantly strengthened records management, FOIA responses, and incident support. The third detective position remains vacant but is expected to be filled by June or July of 2025 with four recruits currently completing the academy. Due to increased FOIA and body-worn camera demands, a part-time community service officer position was reassigned to a part-time records role. FOIA hours increased from 190 in 2024 to more than 230 to date. For 2026, Chief O'Connell confirms the only structural change proposed is increasing patrol staffing from 16 to 20.

The Police Department 2026 accomplishments consist of a successful partnership with P4 Security Solutions, launching the contracted crossing guard program, completing the MGT staffing study, and remodeling of the Police Department classroom. Ordinances addressing THC, kratom, and motorized devices were adopted, two grants totaling nearly $40,000 were awarded, additional license plate readers were installed, and four new officers were hired. Chief O'Connell confirms that crime levels have decreased and now align with lower-crime neighboring communities.

The 2026 goals and objectives for the Police Department plan to continue its partnership with P4 Security Solutions, replace its aging use-of-force training range, continue wellness initiatives, maintain crossing guard services, and expand the drone program to support water rescue response. The drone proposal includes enhanced communication, lighting, and life-preserver deployment, with an estimated shared cost of $20,000. Additional goals include onboarding new officers, filling the detective vacancy, and expanding license plate readers.

The proposed 2026 budget is just over $10 million, confirming a 13% increase, while most cost growth is tied to salaries, benefits, dispatch contract increases, and onboarding four new officers in late 2026. Key items include continued P4 services at the same rate, the range retrieval system replacement, three squad car purchases including potential hybrid models, and the shared drone program

Council discusses implementation of a drone pilot, funding, recruitment process, department positions and staffing, salaries, contract costs, budgeting matters, and pension funding.

e) Fire Department.

Deputy Fire Chief Andy McArthru reviewed the 2026 Fire Department budget, noting no staffing changes except the promotion of Stephanie Wells to Fire Department Program Manager. The department maintains 24 sworn personnel, one non-sworn staff member, and four part-time inspectors. Operational coverage remains consistent across three shifts and the administrative lieutenant position continues to backfill shift needs, reducing available administrative support but offsetting overtime costs.

It is noted that the call volume increased from 2023 to 2024 and remains high into 2025. The Fire Prevention Bureau continues inspections and contracted services for Glencoe and Northfield.

Key 2025 accomplishments included replacing hydraulic extrication equipment, continued PFAS free gear replacement, advanced cardiac life support training, expanded regional joint training, updates to the Village emergency operations plan, participation in a Cook County severe weather tabletop exercise, progress on IGAs for training tower repairs, and implementation of updated operating guides through the Lexipol platform.

Goals and objectives for 2026 include placing a new ambulance into service, improving Lake Michigan response capabilities, completing pediatric advanced life support certification, fully implementing Lexipol policies, conducting a Village EOC exercise, and enhancing electric vehicle fire response equipment.

The proposed 2026 budget is just over $8 million, a 10% increase, with major expenses in salaries, benefits, operations, and capital, including a staff vehicle and carryover funding for the delayed ambulance. Expected revenue is approximately $1.3 million from service contracts, ambulance billing, radio alarm monitoring, and inspection services. The department is also continuing its apparatus replacement plan to maintain reliable fleet operations.

Council discusses matters related to engine replacement and RED center participation and operations.

f) Community Development.

Community Development Director Scott Mangum briefs Council on the departmental provided functions consisting of planning and zoning, building construction activity, code enforcement, and food service compliance. Regarding staffing, the department has not made any significant changes except for the hiring of the new Community Development Director, Scott Mangum. Mr. Mangum notes the outside contractors aiding in services provided by the department.

2025 accomplishments include staff overseeing the beginning of the construction phase of One Winnetka, Chase Bank, Engel & Volkers, 933 Green Bay Road development projects, ongoing progress on streetscape development, Hubbard Woods Metra Station improvements, Grace Presbyterian Church additions, assisting with the Affordable Housing Plan, and progress with mixed-use developments in Indian Hill, Hubbard Woods, and the recent Tower Court concept review.

Key goals and objectives for 2026 include continued support with the design stages of the Howard Woods and Indian Hill Streetscape projects, assisting Council in evaluating options for the Post Office site, anticipation of rewriting the zoning code planned to begin in 2026 and continue into 2027, noting the budget includes $75,000 in 2026, with an anticipated additional $75,000 in 2027. The department will continue monitoring construction activity in the downtown and commercial districts, assisting property owners and developers with redevelopment inquiries, providing permit and inspection services, and supporting the boards and commissions.

The 2026 budget reflects a decrease of approximately $198,000, largely due to shifting legal service costs to the Village Manager’s Office. Mr. Mangum noted higher-than-estimated legal expenses this year and the carryover of comprehensive plan implementation costs for next year. Salaries and benefits make up about 60% of the 2026 budget while third-party services account for roughly 30%, including the SafeBuilt contract, construction compliance services for One Winnetka and other commercial projects, zoning code rewrite costs, and part-time contractual review assistance. Staff reported that 2025 building permit revenue is estimated at $3.63 million, about $200,000 above projections. For 2026, revenue is projected at $2.4 million due to the one-time spike from the Chase and One Winnetka projects in 2025. Permit activity remains steady, with approximately 1,150 permits and 2,700 inspections expected in 2025, and about 70 applicants assisted through zoning and design review processes.

The 2025 revenue is estimated at $3.63 million, about $200,000 above projections and revenue is expected to drop to about $2.4 million in 2026 due to one-time permit spikes in 2025 from the Chase and One Winnetka projects.

Council discusses building permit review processes, implementation of the comprehensive plan, third party costs and functions, fees, streamlining Design Review Board requests through staff, and status of major developments.

g) Engineering Department.

   i. Business District Revitalization Fund

   Engineering Director Jim Bernahl advises Council that the Business District Revitalization Fund will be managed by the Engineering Department in coordination with the Community Development Department and the Village Manager’s Office.

The 2026 main streetscape projects and budgeted costs include the continued phase I study for the Hibbard Road streetscape project, Post Office program refinement, concept design, demolition and improvement, implementation of EV charging stations, and the Hubbard Woods parking repairs and improvements.

Council is provided information regarding the five-year capital improvement plan for the Business District Revitalization Fund, cost estimates for various projects, funding considerations, capital expenses, and a projected beginning balance for 2026 at $4.8 million. The fund is projected to maintain a positive balance in the near term.

Council discusses the utilization and costs of EV charging stations including IMEA funding, redevelopment of the Hubbard Woods parking deck, proposed financing for various projects and planning in the Business District Revitalization Fund, matters regarding IDOT and jurisdictional transfers, Green Bay Road improvements, improved bicycle access routes, and communication between the commercial districts regarding the home rule sales tax.

Engineering Director Jim Bernahl reviews the department's organizational chart and staffing levels including the implementation of an Assistant Village Forester. Council is advised that the proposed forestry personnel addition is intended to oversee projects , assist with permit reviews, and improve efficiency within the forestry division.

The Engineering Department primary functions include Capital and MFT improvement programs, public and private construction review and inspections, manage the Village's GIS program. Floodplain and stormwater management, and management of Village forestry services.

Key 2025 accomplishments include the completion of emergency repair work of the Elder Beach stormwater outfall in coordination with the Park District, 2025 street rehabilitation project, sanitary sewer evaluation study, continued the design of the reconstruction of Willow Road, advanced the phase I Engineering study for the Hubbard Woods Business District Streetscape project, structural repair of Elm Street bridge, and performance of annual general maintenance activities,

Key 2026 goals and objectives include the continued investment of critical infrastructure in coordination with the upcoming stormwater projects, complete the design and bid the Willow Road reconstruction project and jurisdictional transfer agreement with IDOT, finalize design of future phases of the proposed west side stormwater conveyance projects, and finalize east side stormwater master plan and complete IGA with New Trier District 203. Additionally, advancing the design for first phases of improvements for the Green Bay Trail, obtaining grant funding, improving Village roadway and pedestrian infrastructure, complete phase I study for the Hubbard Woods Streetscape project, and improvements to forestry and landscaping initiatives including oversight and management of the Village wide landscaping contract.

The Street Rehabilitation program is a large annual capital project performed by the Village on its existing infrastructure with a budget of $1.8 million. Because many of the highest rated roadways are located within the tree streets, roads have been delayed due to upcoming stormwater improvements. Engineering is planning to use the proposed budget towards two critical roadway projects; Willow Road Reconstruction project and professional design services related to the stormwater conveyance project.

Council is provided information regarding the Willow Road Reconstruction and Stormwater project including the reconstruction in the jurisdictional transfer of Willow Road, project limitations, road and intersection improvements, implementation of traffic signals and pedestrian crossing signs, installation of a new stormwater box culvert, water mains and a water main bypass line, and sanitary service. Engineering staff will require a significant amount of coordination and communication with residents, schools and businesses.

The proposed budget is estimated at $18.4 million, paid by various accounts; stormwater fund, water fund, general fund, MFT/Rebuild Illinois fund, and STP Grant funding.

The Engineering Departmental proposed financial summary consist of salaries and benefits, services and supplies, insurance, total operating expenses, capital outlay, and a total proposed 2026 department budget at $8.4 million.

Council discusses concerns regarding Willow Road construction in 2026 and IDOT, improvements to the Green Bay Trail and obtaining grant funding, budgeting for design services, stormwater improvements and roadway construction, IDOT coordination with Willow Road reconstruction and improvements, various project fundings and timelines, jurisdictional transfers, and departmental budgeting and funding.

h) Public Works Department.

Public Works Director, Tom Powers, reviews the department's organizational chart and staffing, noting that the Operations Manager has been reclassified as the Internal Services Manager overseeing facilities and fleet. Due to such organizational changes, Assistant Public Works Director, Erik Jensen, has been assigned to oversee streets and sewers. Additionally, due to the AMI project, some staff have been reallocated to the refuse department.

The Public Works Department consists of refuse collection and disposal, roadway and right-of-way maintenance including snow removal, operation maintenance of the stormwater drainage system and sewer drainage system, public facilities maintenance, and fleet services.

2025 accomplishments include the completion of facility projects, department restructuring, increased pavement patching, hosting inaugural Touch-a-Truck event, participation in 4th of July parade, and snow and ice operations.

The Public Works Department 2026 goals and objectives include the maintenance of Village streets, sidewalks and alleys.

2026 key budget items include the replacement of Public Works vehicles, equipment replacement, and the Spruce Street Outlet final design.

Council is advised of the Public Works budget consisting of salaries and benefits, services and supplies, total operating expenses, capital outlay, and a proposed 2026 budget at $4.8 million.

i) Refuse Fund.

The Refuse Fund accounts for the solid waste management services including residential and commercial services, special refuse collections, and annual Spring Clean-up collections.

Key 2025 accomplishments include continued back-door and curbside pick-up services, recycling collection programs, completion of spring clean-up, implementation of a composting program, refuse scooter purchase under budget, deployment of recycling coach mobile application, hosting regular recycling events, providing training opportunities for refuse collectors, implementation of a hazardous household waste home collection program, and implementation of GIS workforce solution application.

Key 2026 goals and objectives consist of camera deployment, focus on training opportunities for refuse staff, improvements to improve operations, participation in the Chicago Metro Recycling Education and Outreach Campaign, and continue existing compost.

Mr. Jensen discusses the refuse fund financial summary consisting of revenue, expenses, operating income and expense detail, and overall fund expenses.

Council discusses refuse services, equipment purchases, implementation of camera deployment, and funding.

i) Fleet Services Fund.

The Fleet Services Fund accounts for all fleet operations including in-house repairs, required parts, fuel, and maintaining equipment.

Key 2025 accomplishments include ongoing maintenance of Village's fleet, improved communications between departments, utilization of hybrid vehicles, prioritizing in-house repairs, and providing support on vehicle replacement programs.

Key 2025 goals and objectives include the continued implementation of new software program, implementation of new Fleetmatics program, preparation of bidding specifications and replacement of equipment, mechanic development with Automotive Service Excellence and Emergency Vehicle Technician certifications, focus on cross-training.

Mr. Jensen discusses the fleet services fund financial summary consisting of revenue, expenses, operating income and expense detail, and overall fund expenses.

Council discusses the vehicle management software aiding in tracking repairs and maintenance.

ii) Facilities Fund.

The Facilities Fund, consisting of capital projects, provides funding for operational costs and capital costs.

2025 accomplishments include accessibility improvements and creation of nursing mothers' room at the Public Safety building, Village Hall A/V cabinet installation, phase I seating at Village Hall, phase II HVAC replacement and overhead door replacement at the Yards, and implementation of facility master plan.

2026 capital projects including public safety improvements regarding generator control modernization and HVAC and vehicle exhaust system, Village Hall improvements including mural refurbishment, upgrades to 2nd floor kitchen, facility improvement design, and HVAC and overhead door repairs at the Yards. Council is advised of anticipated facility repairs and improvements, noting the critical need for HVAC system and Fire system updates at Village Hall and improvements to the Public Safety building.

Mr. Powers discusses the Facilities Fund financial summary consisting of revenue, expenses, operating income and expense detail, and overall fund expenses.

Council discusses seating replacement at Village Hall, noting that Village staff have been working with the Winnetka Historical Society allowing residents to purchase benches, HVAC system at Village Hall, project funding, cost estimates,

iii) <u>Sanitary Sewer Fund.</u>

The Public Works Department is responsible for the operation and maintenance of the Village's sanitary sewer system including 246,955 linear feet of sewer main, 1,131 manholes, and 1 sanitary lift station.

Key 2025 accomplishments include the completion of final design and permitting of Ravines force main rehabilitation engineering, installation of trenchless structural linear in existing sanitary mains, root-foamed 4,288 lineal feet of sanitary sewer main, televised sewers in-house, cleaned 122 catch basins/manholes, completed 26 storm/sanitary repairs. Additionally, Public Works anticipates completing water main break concrete repairs.

Key 2026 goals and objectives include completing the Ravines sanitary sewer force main rehabilitation, perform annual cleaning and video inspection maintenance program, perform root intrusion foaming program, provide assistance to property owners to reduce infiltration/inflow and basement backups, replace vacuum excavator, the continuation of the annual sewer relining program, and implement latest phase of recommendations from the sanitary sewer infiltration/inflow study.

Assistant Engineering Director, Obaid Khalid, provides Council the 2024-2025 Sanitary Sewer Study results, evaluating the sanitary sewer system's existing condition, identifying defects and I/I sources, proposes remediation and provides recommendations to improve the overall system. Mr. Khalid provides Council the results for the smoke tests completed, manhole inspection findings, and CCTV inspection findings. A multi-air rehabilitation program was recommended to rectify all the defects based on their priority levels and MWRD requirements which mandate that high priority defects need to be rectified within one year, or three years, depending upon the severity of their defects. Mr. Khalid provides Council the levels of priory and budgeting recommendations.

Council discusses the study findings, priority of repairs, repairs related to public and private roadways, communications with residents regarding timeline of repairs and expenses, permitting, and matters related to budgeting and funding.

Mr. Powers briefs Council on the sanitary sewer fund financial summary consisting of revenue, expenses, operating income and expense detail, as well as overall fund expenses.

Council discusses fund balance, expenses and costs.

Regarding the Stormwater Fund, Public Works is responsible for operating the Village's stormwater system consisting of 347,676 lineal feet of storm main, 1,788 basins and inlets, 33 outfalls, and 8 pump stations.

2025 accomplishments include responding to multiple emergency call-outs, responding to 8 flood assistance service calls, and performing department-wide stormwater system operation training.

2026 goals and objectives include conducting emergency repairs, planned excavation, and replacement of pipe sections, cleaning and maintenance operations of the stormwater system, beginning systematic inspection of storm sewer system with lining repairs, continued support to the Engineering Department with the Stormwater Master Plan.

Public Works Director Tom Powers briefs Council on stormwater sewer fund consisting of operating expenses, revenue and expenses, operating expense detail, salaries and benefits, services and supplies, debt service, capital outlay, total fund expenses, and net fund income.

i) Water & Electric.

  i) Electric Fund.

  Water & Electric Director Nick Narhi presents the department overview indicating that key responsibilities consist of providing residents and businesses with reliable and economical service including adequate power supplies, improving infrastructure, and providing uninterrupted service.

  Mr. Narhi provides Council with a staffing overview, noting a few reclassifications. With the Water Superintendent retiring at the end of 2025, the position has been reclassified to a Water Production and Lab Supervisor. Additionally, an operator that only worked at the Electric Plant has been reclassified to a Plant Operator, permitting to work at both the Water and Electric Plants.

  The 2025 department accomplishments include execution of an agreement with IMEA, department recognized by APPA for safety and reliability, preventative maintenance on the distribution system, installation of a new service connections for Skokie School, Crow Island School, and Chase Bank, installation of electric service connections, replacement of a 5KV underground cable at various locations to maintain system reliability, deployment of Advanced Metering Infrastructure project, perform Generation Replacement Study, and responding to dispatch requests and electric interruptions.

2026 goals and objectives include continued deployment of the Automated Metering Infrastructure project, achieve APPA award, installation of new service connections, perform preventative maintenance programs to maintain reliability of electric distribution system, complete facilities projects at Water & Electric Plant campus, installation of underground switchgear, perform life cycle analyses of existing generating units, and begin design and permitting process for installation of new thermal generation.

2026 key budget items include continued deployment of AMI project, replacement of aging cable infrastructure, Yards rooftop solar project, infrastructure projects, continue budgeting for new service installations, and continue budgeting for a portfolio of preventative maintenance programs.

Council is informed of electric sales, historically from 2005 to current, indicating a slight increase due to higher temperatures during the summer months, however, Mr. Narhi confirms there is still an overall downward trend as community members increase energy efficiency resulting in less electric sales.

Council is provided with the electric fund financial summary consisting of revenue, expenses, operating income and expense detail consisting of salaries and benefits, service and supplies, purchased power, payment in lieu of taxes, as well as overall fund expenses. Mr. Narhi notes an increase in cost of service and supplies as a result of a $1.25 million loan repayment. Additionally, Mr. Narhi provides the capital plan budget information and unrestricted net assets.

Council is advised of residential electric rate changes, rate comparisons to investor-owned utilities, operating expenses related to purchase power, various consulting services, sustainability, operating expense highlights related to maintenance programs, Electric Plant, buildings, and substation maintenance.

Mr. Narhi provides information related to the capital plan for the electric fund, projected spendings, costs, and revenue.

Council discusses matters regarding pier repairs and costs, matters related to phase I generation replacement, engagement of engineering services, and matters related to expenses, funding, and budgeting.

ii) Water Fund.

Water & Electric Director Nick Narhi states that primary functions of the Water & Electric Department consist of supplying potable water for the health and safety of the Winnetka and Northfield residents and is responsible for the installation and repair of the water distribution system. The Water Fund is classified as an enterprise (business) fund and the 2026 proposed budget is $11.2 million.

The 2025 accomplishments include preventative maintenance on the water distribution system, completing preventative maintenance work at the Water Plant, completing water service connections, responding to water main breaks, replacement of lead service lines, and completing water main replacement projects.

The key goals for 2026 include adhering to regulatory requirements, installations of new service connections, continuation of removing lead service lines as part of the planned and emergent work, preventative maintenance programs for water system reliability, adhering to long-term capital plan, implementing water rate recommendations from the 2025 study, and investing in maintenance and improvements of the Water Plant.

2026 key budget items include continued deployment of automated metering infrastructure project, one water main project, continue planned and emergent replacement of lead service lines, budget for service installations, continue preventative maintenance programs, and repairs to the water distribution system.

Mr. Narhi states that there has been a slight increase in water sales due to a dry summer. Additionally, Council is provided with the budgeted amount of water sales per cubic feet and projected estimates of sales.

Council is provided the water fund financial summary consisting of revenue, expenses, operating income and expense detail consisting of salaries and benefits, service and supplies, payment in lieu of taxes, as well as overall fund expenses.

Additionally, Mr. Narhi provides the capital plan budget information, 2026 estimates, and information related to unrestricted net assets (fund balance).

Council is advised of the FY2026 rates based on water rate increases, water main replacement study, lead service line replacement plan, 2025 water rate study and residential rates.

The water fund operating expenses include expenses related to distribution maintenance and repair programs, expenses related to the water plant, and Village buildings.

Additionally, Mr. Narhi provides the capital plan fund information, confirming expenses related to various projects and budgeting matters.

Mr. Narhi provides information related to lead service line replacement, completion date, annual costs, and budget and long-term CIP.

Council discusses the Park District's reduction in water needs and utilization of storm water runoff, proposed FY2026 rates, concerns related to private homeowner landscaping and slope destabilization, and residential utility billing.

3) Public Comment. None.

4) Adjournment. Trustee Orsic, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 4:17 p.m.

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Recording Secretary

MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
November 18, 2025

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at the Police Department on Tuesday, November 18, 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. 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, Chief Financial Officer Tim Sloth, Community Development Director Scott Mangum, Sustainability Coordinator Elyse Steiner and approximately 9 people in the audience.

2) Pledge of Allegiance. Trustee Orsic led the group in the Pledge of Allegiance.

3) Quorum.

   a) December 2, 2025 Regular Meeting All of the Council members present said they expect to attend.

   b) December 9, 2025 Study Session Cancelled

   c) December 16, 2025 Regular Meeting All of the Council members present said they expect to attend.

4) Public Comment:

   i) Rockey Flinterman provides Council a brief recap regarding the 2025 Farmer's Market.

   ii) Warren James addresses Council regarding concerns related to a change order with DiMeo Brothers for the replacement of the Elder stormwater pipe.

5) Reports:

   a) Trustees. No report.

   b) Attorney. No report.

   c) Manager. No report.

   d) Village President. No report.

6) Establishment of the Consent Agenda.

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

7) Approval of the Consent Agenda

   a) Approval of the 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 October 31, 2025 to November 13, 2025 in the amount of $1,058,753.71.

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)

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

8) Ordinances and Resolutions.

a) Public Hearing - FY 2026 Village Budget

President Dearborn opens the Public Hearing at 7:13pm.

Chief Financial Officer Tim Sloth confirms that the Village Budget must be adopted before the commencement of the fiscal year, and, as part of the process, would require a public hearing to be held. In addition, the FY 2026 budget will be posted on the Village website and will be made available at the Library and Village Hall. The public hearing notice was advertised in the November 8th issue of the Chicago Tribune.

Mr. Sloth confirms that the Village Budget is balanced, and operating expenditures are fully funded by routine annual operating revenues, stating there is no reliance on fund balance or one-time revenue resources.

Council is informed of budget totals, capital spending, and funding, noting an overall increase of 23.08% for the proposed budget including capital project spending.

No public comment.

President Dearborn closed the Public Hearing at 7:20 pm.

Council commends Village staff on their budget presentations.

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

Trustee Myers, seconded by Trustee Dalman, moved to introduce Ordinance No. MC-08-2025. By voice vote, the motion carried.

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

Trustee Handler, seconded by Trustee Apatoff, moved to introduce Ordinance

No. R-90-2025. By voice vote, the motion carried.

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

Trustee Dalman, seconded by Trustee Apatoff, moved to introduce Ordinance No. R-91-2025. By voice vote, the motion carried.

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

Trustee Albinson, seconded by Trustee Orsic, moved to introduce Ordinance No. R-92-2025. By voice vote, the motion carried.

b) Property Tax Levy and Abatement Ordinances

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

Trustee Albinson, seconded by Trustee Dalman, moved to introduce Ordinance No. M-15-2025. By voice vote, the motion carried.

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)

Trustee Apatoff, seconded by Trustee Myers, moved to introduce Ordinance No. M-16-2025. By voice vote, the motion carried.

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

At the October 21, 2025 Council meeting, a subcommittee of the Environmental, Forestry, and Sustainability Commission presented regarding updating the Village Code for solar energy systems, and during the discussion it was noted that it does not adequately address uses and standards for solar panels. A public hearing notice was published in the Winnetka Talk on October 30, 2025.

Community Development Director Scott Mangum provides Council an overview of the original ordinance, noting the current solar regulations, and providing an overview of the revised ordinance provisions, noting the proposed updates to the ordinance.

Council discusses special use requirements, permitted mounting, rooftop installation, and revised provisions.

With the upcoming winter season limiting solar panel installations, Council suggests that the EFSC provide a follow up report on ground-mounted solar by March 3, 2026.

Public Comment

King Poor, EFSC Commissioner, addresses Council regarding permitted solar installation, special use requirements, and matters related to mounting solar panels.

Peter Eck, EFSC Chair, expresses support for solar initiatives and notes the importance of observing future applications and requested changes.

Trustee Handler, Council Representative on the EFSC, advises Council that the purpose of the ordinance update was to modernize certain language, clarify regulations for residents, and support and advance solar installation within the community.

Council further discusses consideration of waiving building permit fees and consideration of incentives.

Trustee Orsic, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. MC-07-2025.

Trustee Handler, seconded by Trustee Orsic, moved to adopt Ordinance No. MC-07-2025 pursuant to the amendment of the red-line version of the ordinance that has been provided to the Council and subject to an additional amendment that would exempt solar energy systems from the standard building permit fees for one year. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, Myers and Orsic. Nays: None. Absent: None.

d) Ordinance No. 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)

At the November 4th Council meeting, Still Kids Salon submitted an application seeking approval of a special use permit to operate a children-oriented hair salon at 986 Green Bay Road.

Community Development Director Scott Mangum advises the Council that Village staff continues to receive pubic comment regarding the request for a special use permit, both in favor and in opposition. Concerns expressed have been related to pedestrian safety crossing Green Bay Road and impacts to the building’s plumbing infrastructure. Mr. Mangum notes that the phase II of the streetscape plan would improve the intersection and provide additional pedestrian safety measures. Additionally, the Village would request approval from IDOT to install pedestrian crossing signs at the intersection.

Council discusses permitting requirements, matters related to IDOT, pedestrian safety, and traffic safety.

Public Comment

Kathleen Geary addresses concerns related to pedestrian safety, sound proofing, and business operations.

Marlene Calders advises Council of concerns related to pedestrian and traffic safety concerns.

Terry Dason expresses support for Sit Still Kids and encourages Council to welcome such a business.

Brittany Jordan, Co-Owner of Sit Still Chicago, expresses commitment to engaging with neighbors in a professional, respectful, and cooperative manner.

Council discusses the added value of Sit Still Kids in the business district and addresses sound proofing, pedestrian and traffic concerns, confirming that pedestrian safety is a high priority within the Village.

Trustee Albinson, seconded by Trustee Dalman, moved to adopt Ordinance No. M-17-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, Myers and Orsic. Nays: None. Absent: None

9) Old Business. None.

10) New Business. None.

11) Appointments: None.
12) Closed Session: None.
13) Adjournment. Trustee Handler, seconded by Trustee Orsic moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:24 p.m.

Recording Secretary

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated November 27, 2025 - December 11, 2025

PRESENTER: Kristin Kazenas

AGENDA DATE: December 16, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
None.

EXECUTIVE SUMMARY:
The Warrant List Dated November 27, 2025 - December 11, 2025.

RECOMMENDATION:
Consider Approving the Warrant List Dated November 27, 2025 - December 11, 2025.

ATTACHMENTS:
None

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-87-2025: Approving Closed Session Minutes, Determining the Need to Keep Minutes of Certain Closed Meetings of the Village Council Confidential, and Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Council (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: December 16, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
None.

EXECUTIVE SUMMARY:
Pursuant to Section 2.06 of the Open Meetings Act (OMA) , the Village must create a verbatim recording of its closed session meetings. The primary purposes of the verbatim recording requirement is to (i) assist public bodies in the preparation of their closed session minutes and (ii) to allow the Attorney General or a court to review what was discussed in closed session should someone challenge the authority of a public body to discuss a certain matter in closed session. However, the General Assembly did not intend for public bodies to keep verbatim recordings indefinitely. Section 2.06(c) provides that public bodies may destroy their verbatim recordings 18 months after the meeting at issue provided that the minutes are approved and the Council authorizes their destruction.

The Village's longtime practice has been to authorize the destruction of verbatim recordings when eligible to do so. Accordingly, the proposed resolution would authorize the destruction of verbatim recordings that are older than 18 months in accordance with the OMA, approve all minutes of closed meetings of the Village Council that have taken place between July 8, 2025 and November 4, 2025, as outlined in Exhibit A; and determine that a need for confidentiality remains as to certain closed minutes, as outlined in Exhibit B. Finally, the resolution authorizes public inspection of the written minutes of all closed meetings that took place prior to November 4, 2025, other than the closed meetings that are outlined in Exhibit B, where a need for confidentiality still exists.

RECOMMENDATION:
Consider adoption of Resolution No. R-87-2025: Approving Closed Session Minutes, Determining the Need to Keep Minutes of Certain Closed Meetings of the Village Council Confidential, and Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Council.

ATTACHMENTS:

1. Resolution No. R-87-2025: Closed Session Minutes

RESOLUTION NO. R-87-2025

A RESOLUTION APPROVING CLOSED SESSION MINUTES, DETERMINING THE NEED TO KEEP MINUTES OF CERTAIN CLOSED MEETINGS OF THE VILLAGE COUNCIL CONFIDENTIAL, AND AUTHORIZING THE DESTRUCTION OF VERBATIM RECORDINGS OF <u>CERTAIN CLOSED MEETINGS OF THE VILLAGE COUNCIL</u>

WHEREAS, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* (***"Act"***) the Village Council has, from time to time, conducted meetings that that were closed to the public pursuant to the Act (collectively, the ***"Closed Meetings"***); and

WHEREAS, pursuant to the Act, the Village has approved and maintained written minutes of all Closed Meetings; and

WHEREAS, pursuant to Section 2.06(c) of the Act, the Village Council has determined that it will serve and be in the best interest of the Village to destroy the audiotaped verbatim recordings of those Closed Meetings that occurred prior to June 12, 2024; and

WHEREAS, pursuant to Section 2.06(d) of the Act, the Village Council has conducted its semi-annual review of all written minutes of the Closed Meetings of the Village Council; and

WHEREAS, the Village Council has determined that the need for confidentiality remains for certain minutes of Closed Meetings and the audiotaped verbatim recordings of Closed Meetings;

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

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

<u>SECTION 2</u>: <u>APPROVAL OF CLOSED SESSION MINUTES</u>. The President and Village Council hereby approve the closed session minutes of the Village Council from meetings that are identified in **Exhibit A** to this Resolution.

<u>SECTION 3</u>: <u>DETERMINATION OF CONFIDENTIALITY</u>. The President and Village Council have determined that a need for confidentiality still exists with respect to the minutes of all Closed Meetings that are identified in **Exhibit B** to this Resolution.

<u>SECTION 4</u>: <u>PUBLIC INSPECTION OF WRITTEN MINUTES OF CLOSED MEETINGS</u>. The President and Village Council hereby authorizes the public inspection of the written minutes of all Closed Meetings that took place prior to November 4, 2025, other than the Closed Meetings that took place on the dates set forth in **Exhibit B** to this Resolution.

<u>SECTION 5</u>: <u>DESTRUCTION OF VERBATIM RECORDINGS</u>. The President and Village Council authorize and direct the Village Clerk to destroy all verbatim audio recordings of all Closed Meetings held prior to June 12, 2024.

SECTION 6 : CONFIDENTIALITY OF VERBATIM RECORDINGS. The President and Village Council affirms that a need for confidentiality remains as to the verbatim audio recordings of all Closed Meetings, which verbatim audio recordings will not be made available for public inspection.

SECTION 7: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 16th day of December, 2025, pursuant to the following roll call vote:

AYES: ______________________________

NAYS: ______________________________

ABSENT: ______________________________

Signed:

____
Village President

Countersigned:

____
Village Clerk

EXHIBIT A

APPROVAL OF CLOSED SESSION MINUTES OF THE VILLAGE COUNCIL

July 8, 2025
August 5, 2025
September 9, 2025
October 7, 2025
November 4, 2025

EXHIBIT B

CLOSED MEETINGS FOR WHICH A NEED FOR CONFIDENTIALITY EXISTS

May 16, 2017
March 3, 2020
March 10, 2020
December 1, 2020
March 10, 2022
October 11, 2022
November 15, 2022
December 6, 2022
January 31, 2023
February 6. 2024
February 13, 2024
March 5, 2024
May 7, 2024
June 4, 2024
June 11, 2024
August 6, 2024
January 7, 2025
June 3, 2025 – 10:38 PM
July 8, 2025
August 5, 2025
September 9, 2025
October 7, 2025
November 4, 2025

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-95-2025: Approving a Collective Bargaining Agreement Between the Village of Winnetka and the International Union of Operating Engineers, Local 150 Public Employees Division (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: December 16, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
None.

EXECUTIVE SUMMARY:
The Village's prior contract with the International Union of Operating Engineers Local 150 will expire on December 31, 2025. The Village and Local 150 have met to review and negotiate a new agreement. Local 150 recently ratified the agreement reached by two parties, and the agreement must now be approved by the Village Council. Local 150 and the Village reached agreement on a contract beginning January 1, 2026 through December 31, 2029. The agreement would authorize wage increases of 3.5% per year for 2026, 2027, 2028, and 2029.

RECOMMENDATION:
Consider adoption of Resolution No. R-95-2025: Approving a Collective Bargaining Agreement Between the Village of Winnetka and the International Union of Operating Engineers, Local 150 Public Employees Division

ATTACHMENTS:
1. Resolution No. R-95-2025: Approving a Collective Bargaining Agreement Between the Village of Winnetka and Local 150

RESOLUTION NO. R-95-2025

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WINNETKA AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 PUBLIC EMPLOYEES DIVISION

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 regular full-time employees in the Village's Public Works Department in the classifications of Fleet Mechanic, Fleet Foreperson, Fleet Supervisor, Maintenance Worker, Refuse Collector, Refuse Foreperson, Sewer Foreperson, and Street Foreperson, who are employed by the Village are represented by the International Union of Operating Engineers, Local 150, Public Employees Division (***"IUOE"***); and

WHEREAS, the Village has negotiated a collective bargaining agreement with IUOE, for a term commencing on January 1, 2026, and ending on December 31, 2029 (***"Agreement"***); and

WHEREAS, IUOE members voted to approve the Agreement on December 9, 2025; and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 16th day of December, 2025, pursuant to the following roll call vote:

AYES: ____

NAYS: ____

ABSENT: ____

ABSTAIN: ____

Signed:

____

Village President

Countersigned:

____

Village Clerk

EXHIBIT A

AGREEMENT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150
PUBLIC EMPLOYEES DIVISION

AND

VILLAGE OF WINNETKA

2026-2029

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TABLE OF CONTENTS

AGREEMENT

This Collective Bargaining Agreement ("Agreement") has been made and entered into by and between the Village of Winnetka, Illinois, (the "Village") and the International Union of Operating Engineers, Local 150, Public Employees Division (the "Union"), on behalf of certain employees described in Article I.

PREAMBLE

In consideration of mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

ARTICLE 1
RECOGNITION AND MANAGEMENT RIGHTS

SECTION 1.1 RECOGNITION

The Village of Winnetka (hereinafter "Village") recognizes the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter "Union") as the sole and exclusive bargaining representative of employees in the following bargaining unit, as identified in the Illinois Labor Relations Board's certification in Case No. S-RC-20-039 and S-UC-20-051:

Included: All regular full-time employees in the Public Works Department in the classifications of Fleet Mechanic, Fleet Foreperson, Fleet Supervisor, Maintenance Worker, Refuse Collector, Refuse Foreperson, Sewer Foreperson, and Street Foreperson.

Excluded: All other employees of the Village of Winnetka, including the Assistant Public Works Director, Public Works Operation Manager, and Public Works Director as supervisory employees under the Act; the Forester and Assistant Forester as professional employees under the Act; all employees in the Water & Electric Department; and all other supervisors, confidential employees, managerial employees, and short term employees as defined in the Act; and all other employees of the Village of Winnetka.

The Supervisor job title shall be eliminated via attrition. Current employees will maintain that title as long as they remain employed in the bargaining unit.

SECTION 1.2 NEW JOB TITLE/POSITIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification.

SECTION 1.3 MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge probationary employees with or without just cause; to discipline, suspend, and discharge non-probationary employees with just cause; to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance from time to time; to promote or demote employees, and to take any and all actions as may be necessary to carry out the mission of the Village.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE 2
UNION ACCESS

SECTION 2.1 UNION ACTIVITY DURING WORKING HOURS

Union officials representing the Union shall be given reasonable access to the Village and bargaining unit employees to investigate and discuss grievances or other workplace-related complaints. This access shall at all times be conducted in a manner so as not to impede normal operations. Except as otherwise provided in this Article, to avoid impeding normal operations, discussions with bargaining unit employees shall only occur during the employees' breaks or lunch periods, or before or after the employees' shift. The Union shall request permission to access non-public areas of Village property in advance.

Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employee.

Within 10 calendar days from the date of hire of a bargaining unit employee, the Village shall provide to the Union in an electronic file or other mutually agreed format the following information about the new employee: the employee's name, job title, home address, work telephone number, and any home and personal cellular telephone on file with the employer, date of hire, work email address, and any personal email address on file with the employer.

On a date, time, and place determined by the Village (but no later than 10 calendar days within the new employee's date of hire), the Village shall provide to the Union a meeting space to meet with the new employee. This meeting shall not last more than one (1) hour.

SECTION 2.2 TIME OFF FOR UNION ACTIVITIES

Two (2) stewards shall be allowed time without pay up to one (1) week for legitimate Union business such as Union meetings, state or international conventions, provided such representatives give reasonable prior notice to his/her supervisor of such absence and shall be allowed such time off it does not interfere with the operating needs of the Village as determined by the Director or their designee. The employee may utilize any accumulated time off, in accordance with the provisions of this Agreement, in lieu of the employee taking such without pay.

SECTION 2.3 UNION BULLETIN BOARD

The Village shall provide one Union bulletin board at the Public Works facility. The board shall be for the sole and exclusive use of the Union. The posting of Union notices shall be non-political, non-discriminatory, and non-inflammatory nature. The Union shall limit its posting of Union notices and information to the space provided.

SECTION 2.4 EMPLOYEE INFORMATION

The Village shall provide to the Union upon request (but no more than twice per calendar year) a spreadsheet of all current bargaining unit employees which will include the employee's name, job title, work telephone numbers, date of hire, work email address, and home address on file with the Village.

ARTICLE 3
UNION DUES CHECKOFF

SECTION 3.1 DEDUCTIONS

The Village agrees to deduct from the pay of those employees who are Union members Union membership dues, assessments, fees, and voluntary fair share payments upon submission of an appropriate, lawfully written, voluntary authorization. Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act, and/or any other applicable State statute, and the requirements of the United States and Illinois Constitutions.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made per pay period and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the Village of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date, but shall not increase the dues or other approved deductions more than two (2) times per year. The Union shall certify the current amount of Union deductions.

The Village will not deduct any money on behalf of the Union from the wages of any employee who has not voluntarily signed a dues authorization card. If at any time an employee provides the Union written notice that he or she is revoking his or her dues authorization the Union will immediately notify the Village of such revocation and the Village will stop all dues deductions that have not already been processed. The Union shall indemnify the Village under Section 3.2 for any and all claims asserted based on the Union's failure or alleged failure to notify the Village that an employee has revoked his or her authorization.

SECTION 3.2 INDEMNIFICATION

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the

Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

ARTICLE 4
HOURS OF WORK AND OVERTIME

SECTION 4.1 APPLICATION OF ARTICLE

The provisions of this Article are intended to provide the basis for calculating overtime pay and shall not be construed as a guarantee of hours of work per day or per week or pay in lieu thereof, or as a limitation upon the minimum hours per day or per week which may be required.

SECTION 4.2 WORKDAY AND WORKWEEK

The normal workday is currently 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour unpaid lunch, Monday through Friday. The normal workday for refuse employees is eight (8) hours per day and five days per week, 5:30 a.m. to 2:00 p.m., Monday through Friday. The normal workday for employees assigned to the Sweeper is 4:00 a.m. to 12:00 p.m., Monday through Friday. Employees shall be required to report, ready for work, to the workplace at the beginning of each workday. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees may be allowed to leave work thirty (30) minutes early or be paid overtime at the appropriate rate of pay. Employees will be provided with one (1) paid twenty (20) minute break in the morning.

The Village reserves the right to temporarily modify the normal workday of its employees, given that the Village provides at least thirty (30) days' advance notice to the employees affected. Any temporary change shall be made division wide and for legitimate business reasons. Any temporary change shall not be made for the sole purpose of avoiding overtime work and shall not change the normal workday as defined above for purposes of calculating overtime. Before any such changes are made permanent for legitimate business reasons, the Village shall notify the Union and, upon request by the Union, meet and bargain regarding the change in schedule.

The Village reserves the right to shift employees between divisions to accommodate for unplanned employee absences, without thirty (30) days' notice, and adjust the start and end time of the workday to the normal start time to the hours of the division the employee is being shifted.

SECTION 4.3 OVERTIME COMPENSATION

Overtime at the rate of and one-half times (1.5x) the employee's regular rate of pay shall be paid for all hours actually worked in excess of forty hours of work in a single workweek or in excess of an employee's normal workday as defined in Section 4.2. For the purpose of this section only, all employee benefit time (e.g., vacation leave, sick leave, holiday time) shall count as "hours worked."

A bargaining unit employee shall be paid at two (2) times the employee's regular hourly rate of pay for all hours worked on Sundays and observed holidays, as defined in Section 9.1.

SECTION 4.4 OVERTIME DISTRIBUTION

The Public Works Director or designee(s) shall have the right to require overtime work. When possible without negatively impacting the operations of the Department, the Director will seek volunteers amongst the employees who normally and customarily perform the work involved before mandating overtime. All overtime work must be approved by a supervisor outside the bargaining unit. Employees will not be mandated to work overtime unless no qualified employee volunteers.

SECTION 4.5 CALLBACK

Employees who are called back to work outside their normal hours shall be paid at the appropriate overtime-rate of pay for all hours actually worked, depending on whether the employee works overtime as defined in Section 4.3 above. Employees who were on call are required to work a call-back assignment (including Supervisors and Forepersons) shall be compensated at a guaranteed minimum three (3) hours of the appropriate over-time rate of pay regardless of the length of the call-back. The three (3) hour minimum shall only apply to the employees who were on call; employees who are called back and were not on call shall receive overtime pay for the hours actually worked. Employees who are able to actually handle a call remotely will be paid at the appropriate rate for hours worked in excess of five (5) minutes in fifteen (15) minute increments.

SECTION 4.6 ON-CALL PAY

Employees shall be assigned to be on-call according to a rotating list amongst qualified employees. The first on-call position shall be assigned to a supervisor, foreperson or acting supervisor. While on-call, employees must be fit for duty. Employees who are on-call shall be required to carry an approved communication device throughout the time in which they are on-call.

Employees who carry employer-issued communication devices shall not be required to pay for reasonable personal phone calls made from that device. Placing international, 1-900, or other calls that result in a fee to the Village is strictly prohibited. Employees who are placed on-call subject to the duty lists shall not refuse overtime assignments when called. Employees on-call subject to the duty list who cannot be reached by telephone, shall be appropriately disciplined if such is reasonable and appropriate under the circumstances.

Employees designated to be on "standby/on-call duty" will receive six hours of compensation at a rate of one and one-half times the employee's hourly rate of pay for each 7-day standby period assigned to the employee. During a standby period, employees remain free to pursue personal activities, although an employee who is on standby must refrain from any activities that would impair the employee's ability to respond to a call, including consuming alcohol or using medications that might impair an employee's fitness for duty.

An employee who has been designated on "standby/on-call duty" for an observed holiday occurring during the 7-day period will receive an additional two hours of pay at a rate of one and one-half times the employee's hourly rate for that 7-day standby period for each observed holiday. Only the observed holiday, not the actual holiday, shall be counted. Beginning upon ratification of the parties' initial collective bargaining agreement, all bargaining unit employees, including Forepersons and Supervisors, qualify for on-call pay.

Any employee who fails to answer calls while they are designated as "on-call" will be subject to discipline.

SECTION 4.7 MANDATORY REST PERIOD

An employee who has worked more than 16 consecutive hours, or more than eight hours overtime in a 16-hour period immediately preceding their workday shall, upon release, be provided a rest period before they return to work, contingent on operational needs. If a rest period extends into a basic workday, the employee will not be required to use accrued time to offset that rest.

The Director of Public Works, at their discretion, may elect to hold over employees for longer than 16 hours if emergent events necessitated staffing. Likewise, the Director may release the employee after 16 hours if they feel the employee is not able to safely perform their duties. Time worked in excess of 16 consecutive hours shall be paid at double the employee's hourly rate. The Director also reserves the right to shift employee start times should a continued, emergent event required around-the-clock coverage over a prolonged period. Rest hours will still be in effect under this circumstance.

SECTION 4.8 NO PYRAMIDING

Compensation shall not be paid, or compensatory time taken, more than once for the same hours under any provision of this Article or Agreement.

SECTION 4.9 WORK BY NON-BARGAINING UNIT EMPLOYEE

Nothing within this agreement shall be construed to prohibit or restrict the assignment or performance of any work by non-bargaining unit personnel. Non-bargaining unit personnel may perform any work during normal work hours but shall not work to deprive employees of overtime.

ARTICLE 5
SENIORITY

SECTION 5.1 SENIORITY DEFINED

Seniority shall be based on the length of time from the employee's last date of beginning continuous full-time employment in a position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay.

If more than one person is hired on the same day, conflicts in seniority shall be determined by alphabetical order, last name then first name.

SECTION 5.2 BREAKS IN CONTINUOUS SERVICE AND TERMINATION OF SENIORITY

Seniority and the employment relationship shall be terminated for all purposes if the employee:

a) quits;

b) is discharged with or without just cause;

c) retires or is retired;

d) fails to report for work within three (3) work days after the conclusion of an authorized leave of absence, unless the employee is unable to do so for reasons beyond his control which the employee could not have reasonably anticipated;

e) is laid off and fails to notify the Village of his intent to return to work within (14) calendar days after receiving notification of recall;

f) is laid off for a period in excess of two years;

g) does not perform work for the Village for a period in excess of one year, unless the employee remains on an approved unpaid leave of absence; or

h) is absent for three (3) or more consecutive work days without notifying the Village, unless the employee is unable to do so for reasons beyond his control which the employee could not have reasonably anticipated.

SECTION 5.3 SENIORITY LIST

The Village shall maintain a seniority list which shall be furnished to the Union upon request. Any objection to the seniority list shall be submitted to the Director within 14 calendar days of the posting. Failure to file an objection within this timeframe will result in the list standing as is.

SECTION 5.4 PROBATIONARY EMPLOYEES

An employee is probationary for the first twelve (12) months of employment. Time absent from work for any reason shall not count towards satisfaction of the probationary period. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discipline, dismissal, or layoff.

Employees who are promoted or transferred within the bargaining unit shall be required to serve a special probationary period of six months. During this special probationary period, the only reason that the employer may remove the employee from his or her position "without just cause" shall be related to the employee's performance of the job functions that are unique to his or her new position. If an employee is removed from his or her position without just cause during this special probationary period, the employee may be transferred into any vacant bargaining unit position the employee is presently qualified to perform, and the employee will be paid at the rate of pay for that position. If there are no vacant bargaining unit positions the employee is presently qualified to perform, then the employee may bump into his or her prior position, even if that will result in the layoff or discharge of a more junior employee.

ARTICLE 6
LAYOFF AND RECALL

SECTION 6.1 NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Village shall give the Union at least forty five (45) calendar days' notice of any layoffs.

SECTION 6.2 GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority, as defined in Article V, within job classification. In the event an employee is selected for layoff, the employee may exercise the right to bump into any classification or position (provided it is not a higher level position), provided that the employee has more seniority than any other person in that classification or position, and further provided that the employee is qualified to perform the duties of the position within five (5) working days, including obtaining any required licensing or certification(s). In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth in the paragraph above, although the employee may then likewise exercise any bumping rights the employee might have under this Section. This procedure will be followed until any bumping rights are exhausted. Employees bumping into a position will be paid at the rate of the position that the employee bumps into, and not at the rate of the position that the employee bumps from.

SECTION 6.3 RECALL OF LAID-OFF EMPLOYEES

Non-probationary employees who are laid off pursuant to the above Section shall be placed on a recall list for a maximum period of two (2) years following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying bargaining unit job classification. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. The Village shall not hire new employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

It shall be the responsibility of an employee on the recall list to provide the Village with an address and email address to which a recall notice can be sent. The Village may send recall notices via electronic mail. Any employee who declines a recall under this Section shall forfeit further recall rights. Any employee who fails to notify the Village of his intent to return to work within fourteen (14) calendar days after the Village sends notice of recall shall forfeit his or her recall rights.

This Section shall not apply to part-time or probationary employees, who have no recall rights.

SECTION 6.4 EFFECTS OF LAYOFF

The parties agree that the following provisions shall apply to any employees who are laid off by the Village:

(a) An employee shall be paid for any earned but unused vacation days and personal days.

(b) An employee shall have the right to maintain insurance coverage for up to eighteen (18) months, by paying in advance the standard COBRA monthly premium for single and, if desired, family coverage (plus any administrative fee permitted by applicable federal or state law).

(c) If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.

(d) Upon recall, the employee’s seniority shall be adjusted by the length of the layoff and the employee will perceive a pro rata accumulation of vacation time based on the number of days left in the calendar year.

ARTICLE 7
DISCIPLINARY PROCEDURES

SECTION 7.1 EMPLOYEE DISCIPLINE

Probationary employees may be disciplined with or without just cause. Non-probationary employees covered hereunder shall only be disciplined for just cause. The Village agrees with the tenets of progressive discipline and shall have the right to invoke any of the following disciplinary measures:

(A) Oral warning
(B) Written reprimand
(C) Suspension with or without pay
(D) Termination
(E) Demotion

The Village shall retain the right to invoke discipline that bypasses steps of progressive discipline and implement any level of discipline it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the Village may invoke a suspension, demotion, or dismissal without oral warning or written warning, and may invoke a written warning without oral warning.

Prior to imposition of suspension, demotion, or discharge, the employee will be afforded notice of the preliminary decision and an opportunity to discuss his/her views concerning the conduct causing such disciplinary action with the Director of Public Works or his/her designee.

SECTION 7.2 UNION REPRESENTATION

An employee shall be entitled to request the presence of a Union representative at any pre-disciplinary investigatory interview, which the employee reasonably believes may lead to his own discipline. The Village will permit the employee reasonable time to secure the presence of a Union representative, provided the presence or unavailability of such employee or representative does not unreasonably delay such investigatory interview.

ARTICLE 8
GRIEVANCE PROCEDURE

SECTION 8.1 GRIEVANCE DEFINED

A grievance is any dispute or difference of opinion between an employee covered by this Agreement and the Village, with respect to the meaning, or application of the express provisions of this agreement.

SECTION 8.2 PROCESSING OF GRIEVANCE

Grievances shall be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3 GRIEVANCE STEPS AND ARBITRATION

The parties acknowledge that it is usually most desirable for an employee and his/her immediate non-bargaining unit supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: A grievance shall be submitted by the Union in writing to the appropriate immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant and Union within ten (10) business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Public Works or his designee within ten (10) business days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director, or his designee, shall investigate the grievance and, in the course of such investigation, may offer to discuss the grievance within ten (10) business days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Director, or his designee, shall provide a written answer to the Union within ten (10) business days following their meeting or following receipt of the grievance, whichever is later.

STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within ten (10) business days after receipt of the Village's answer at Step 2. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, may offer to meet with the Union within ten (10) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Union within ten (10) business calendar days following the meeting or following receipt of the grievance, whichever is later.

STEP 4: **ARBITRATION.** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer as provided to the Union at Step 3:

(a) The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Arbitrators shall be members of the National Academy of Arbitrators and residents of Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted, before the striking process begins. The party requesting arbitration shall first strike two (2) names from the panel. The other party shall strike from the remaining names. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

(c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may waive this requirement.

(e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. Unless otherwise mutually agreed, the cost of a written transcript shall be divided equally between the Village and the Union.

LIMITATIONS ON AUTHORITY OF ARBITRATOR. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

SECTION 8.4 GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant.

SECTION 8.5 SETTLEMENTS AND TIME LIMITS

No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the first occurrence of the event giving rise to the grievance or within ten (10) business days after the employee and Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Department’s last answer.

SECTION 8.6 UNION STEWARDS

Three (3) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union will provide written notice to the Director of Public Works identifying the Stewards.

ARTICLE 9
LEAVES

SECTION 9.1 HOLIDAYS

The Village observes the following holidays:

New Year’s Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas Eve

Christmas

Regardless of any individual employee’s assigned work schedule, a recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have regularly worked on that day. If a non-exempt employee works on a recognized holiday, the employee will receive his wages at the appropriate rate of pay in addition to the holiday pay.

SECTION 9.2 VACATION

Employees are eligible to earn and use paid vacation time as described herein. Employees will be credited with their vacation time at the beginning of each calendar year and may request use of their vacation time at any time during the year for which it is credited. The amount of paid vacation time eligible employees earn increases with the length of their employment as shown below. The length of eligible service is calculated on the basis of a calendar year and may be prorated for the first and last years of employment.

The vacation earning schedule is based on years of continuous eligible service as follows. In no event shall the maximum vacation hours earned by any employee in any one calendar year exceed the equivalent of 200 hours of vacation.

Calendar Years in which Anniversary Date of Employment Occurs	Vacation Hours Each Calendar Year
1st through 4th Year	80 hours
5th Year	88 hours
6th Year	96 hours
7th Year	104 hours
8th Year	112 hours
9th Year	120 hours
10th Year	128 hours
11th Year	136 hours
12th Year	144 hours
13th Year	152 hours
14th Year	160 hours
15th – 21st Year	168 hours

22nd Year	176 hours
23rd Year	184 hours
24th Year	192 hours
25th Year plus	200 hours

To take vacation, employees must request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including Village needs and staffing requirements. Requests will be reviewed on a first come, first served basis. Vacation should be scheduled in minimum increments of at least one day unless otherwise approved by a non-bargaining unit supervisor. Vacation time is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as shift differentials, longevity, or any other premium or incentive pay.

Up to one year of vacation time may be carried over to the next calendar year, subject to written approval of the Department Head (e.g., an employee with ten years of service may carry over 120 hours of vacation). Vacation in excess of these limits shall be forfeited. No vacation time can be cashed in except upon separation from employment. At that time, the amount of vacation earned to date will be determined based on the number of months worked. Employees will be paid on a pro rata basis for any earned vacation time. Unearned vacation time that was used must be repaid to the Village. Unearned vacation time will be deducted from the employee's final pay and any balance still owed shall be repaid by the employee.

The parties recognize and agree the benefits provided in this Agreement are more generous than the benefits required by the Illinois Paid Leave for All Workers Act, S.B. 0208. Pursuant to Section 15(n) of that Act, the parties voluntarily waive the benefits provided under that Act in favor of the benefits provided under this bargaining agreement.

SECTION 9.3 PERSONAL DAYS

Full-time employees will receive five (5) personal days each calendar year. Personal days cannot be carried over from year to year and will be forfeited on December 31 of each year. Employees requesting to use personal time for a planned absence are required to give advance notice to their non-bargaining unit supervisor. Employees who need to use personal time for unplanned absences are required to give notification to their non-bargaining unit supervisor at least one hour before the start of the shift. Employees are required to give their non-bargaining unit supervisor the reason for the unplanned absence. Failure to provide proper notice may result in denial of the paid personal time and disciplinary action. Notification shall be made pursuant to the

Public Works Department's notification policy, as may be updated from time to time. Personal time is paid at the employee's base pay rate at the time of use. It does not include overtime or any special forms of compensation such as shift differentials, longevity, or any other premium or incentive pay. Unused personal days are not paid at separation of employment.

SECTION 9.4 SICK LEAVE

The Parties agree that sick leave benefits and sick leave payouts should be administered consistent with Appendix B.

SECTION 9.5 JURY DUTY LEAVE

Employees shall receive full pay while serving jury duty. Pay will be calculated at the employee's regular base rate of pay times the number of regular hours the employee would otherwise have worked on the day of absence. All court monies received may be retained by the employee to cover transportation expenses. The Village will continue to provide health insurance benefits, subject to any employee contributions that may be applicable, for the full term of the jury duty absence. Accrual for benefits calculations, such as vacation, sick leave, or holiday benefits, will not be affected during jury duty leave.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits. Either the Village or the employee may request an excuse from jury duty, if, in the Village's judgment, the employee's absence would create serious operational difficulties.

Employees will be compensated by the Village at their regular base rate of pay for work-related witness duty. Employees will be granted unpaid time off to appear in court in response to a non-work-related subpoena. Employees may use any available accrued vacation to receive compensation for the period of this absence.

SECTION 9.6 MILITARY LEAVE

Military leave shall be provided in accordance with applicable law.

SECTION 9.7 BEREAVEMENT LEAVE

Employees shall be permitted twenty-four (24) hours of paid bereavement leave for the death of an immediate family member. For purposes of bereavement leave, "immediate family" is defined as the employee's mother, father, uncle, aunt, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, niece, nephew, spouse, child (natural, step, and adopted), grandchild, grandparent, grandparent-in-law, stepmother, stepfather, stepsister, stepbrother, and relatives living in the same house as the employee.

Pursuant to the Family Bereavement Leave Act, all employees shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to:

(1) attend the funeral or alternative to a funeral of a covered family member as defined in the Family Bereavement Leave Act;
(2) make arrangements necessitated by the death of the covered family member;
(3) grieve the death of the covered family member; or
(4) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.

Bereavement leave must be completed within 60 days after the date on which the employee receives notice of the death of the covered family member or the date on which an event listed under paragraph (4) occurs.

Unless it is otherwise unreasonable or impracticable to do so, employees should notify their supervisor at least 48 hours in advance of taking bereavement leave. Employees may be required to provide certain documentation to confirm the need for leave.

In the event of the death of more than one covered family member in a 12-month period, employees are entitled to up to a total of 6 weeks of bereavement leave during the 12-month period. However, this leave may run concurrently with any approved FMLA leave.

SECTION 9.8 FAMILY MEDICAL LEAVE ACT

Employees may be eligible for leave pursuant to the Family Medical Leave Act in accordance with Village policy, as may be modified from time to time.

SECTION 9.9 PAID PARENTAL LEAVE

The Village offers paid parental leave to non-union full-time employees and regular part-time employees for the birth and/or adoption of a child born on or after January 1, 2026. In order to be eligible, an employee must have been employed by the Village for at least 12 months and have worked at least 1,250 hours during the previous 12-month period.

Eligible employees may receive up to four continuous weeks of paid parental leave. This benefit must be used within the year following the birth and/or adoption of a child and run concurrently with FMLA leave. If this benefit is not used, it is not paid. Time in excess of the four weeks must be taken from the employee’s accrued leave per paid leave guidelines.

ARTICLE 10
LABOR MANAGEMENT CONFERENCES

SECTION 10.1 LABOR-MANAGEMENT CONFERENCES

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Village representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

(A) Discussion of the implementation and general administration of this Agreement;

(B) A sharing of general information of interest to the parties;

(C) The identification of possible health and safety concerns.

The party requesting the meeting shall submit a written agenda of items to discuss at least five (5) days prior to the date of the meeting. Items not identified on the agenda shall not be discussed without prior approval of both parties. A Union representative, Union Stewards, or affected bargaining unit personnel may attend these meetings. The Village may assign appropriate management personnel to attend.

SECTION 10.2 PURPOSE AND SCOPE

Labor management meetings shall be chaired by the Village representative. There shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Attendance at meetings outside of regular work hours shall not be considered time worked for the bargaining unit employees involved.

ARTICLE 11
MISCELLANEOUS PROVISIONS

SECTION 11.1 GENDER

Whenever the male gender is used in this Agreement, it shall be construed to include all genders and gender identities equally and vice versa.

SECTION 11.2 UNIFORM/BOOTS

Employees are required to report to work in attire that is suitable for the job. Employees shall receive eleven (11) pairs of pants with laundry service each year. Mechanics shall also receive eleven (11) long or short sleeve button shirts with laundry service each year. Employees shall receive nine (9) t-shirts and may select any combination of short sleeve or long sleeve t-shirts. Newly hired employees shall receive an initial kit of outerwear for applicable positions including raingear within the first three (3) months of employment and winter jackets, bibs, and sweatshirts prior to December 1. The Village shall continue its current practice of buying one (1) new item of winter gear for all employees one time per year. Employees shall receive an annual boot allowance of two hundred dollars ($200.00) with proper receipt reimbursement. The boot allowance shall increase to two hundred fifty dollars ($250.00) with proper receipt reimbursement effective January 1, 2026, and shall further increase to three hundred dollars ($300.00) with proper receipt reimbursement effective January 1, 2028.

SECTION 11.3 TRAINING AND LICENSE CERTIFICATION REIMBURSEMENT

When the Village requires an employee to attend training or attend classes to receive or maintain a Village-required certification, the Village will pay the costs for such approved training, subject to the Village's policies as may be modified from time to time. Employees must contact their non-bargaining unit supervisor or Department Head for approval prior to registering for job-specific training courses.

The Village agrees to compensate all bargaining unit employees required to attend training for time spent in training at the appropriate rate of pay. Employees may submit for expense reimbursement pursuant to Village policy as may be modified from time to time.

SECTION 11.4 DRUG AND ALCOHOL TESTING

The Drug and Alcohol Policy is attached in Appendix A.

SECTION 11.5 PROTECTIVE CLOTHING

When the Village requires employees to wear items of protective clothing and safety gear, the Village shall provide such items, including but not limited to hip boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and safety glasses. Failure to wear required protective clothing shall result in discipline.

SECTION 11.6 NO SOLICITATION

The parties agree that bargaining unit members will not solicit any person or entity for contributions on behalf of the Winnetka Public Works Department or the Village of Winnetka.

Bargaining unit members agree that the Village name, logo or insignia, communications systems, supplies and materials will not be used for solicitations purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The Bargaining unit members agree that they will not use the words "Winnetka Public Works Department" in their name or describe themselves as the "Village of Winnetka." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of a labor organization providing collective bargaining and other benefits to certain public works employees employed by the Village. This paragraph does not apply to the solicitation efforts of Local 150 or any of its agents who are not bargaining unit members.

Each party to this Agreement agrees that they will comply with all applicable laws regarding solicitation.

SECTION 11.7 RETIREMENT BONUS

Employees hired before January 1, 2012 are eligible to receive a retirement bonus based on their regular straight time rate of pay at the time of retirement. Eligible employees who provide formal written notice of retirement to the Village between sixty (60) and eighty-nine (89) days from the date of their retirement are qualified to receive a retirement bonus. Eligible employees who provide written notice of retirement to the Village in less than sixty (60) or greater than ninety (90) days from the date of their retirement are not eligible to receive a retirement bonus.

Retirement bonus payments are calculated based on continuous years of service as follows:

25 years or more	1 month's regular pay
20-24 years of service	75% of 1 month's regular pay
15-19 years of service	50% of 1 month's regular pay

ARTICLE 12
SUBCONTRACTING

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary. Except where an emergency situation (including natural and/or man-made disasters) exists, before the Village contracts out work in a general area that would result in the layoff of any non-probationary bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and negotiate the matter at least twenty-one (21) days before the date an existing non-probationary bargaining unit employee is laid off, i.e., removed from the active payroll, as a direct result of such contracting out. Such negotiations may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting out.

ARTICLE 13
NO STRIKE/NO LOCKOUT

SECTION 13.1 NO STRIKE

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass resignations, mass absenteeism, refuse to cross a picket line, picketing during working hours, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for doing so.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of this Section, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work and use their best efforts to achieve a prompt resumption of normal operations.

SECTION 13.2 DISCIPLINE OF STRIKERS

Any employee who violates the provisions of Section 19.1 above shall be subject to discipline, including immediate discharge. The Employer retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act. An employee disciplined for violating this Article shall have no recourse to the grievance procedure as a way to challenge the severity of the Employer's discipline, except for the limited purpose of disputing whether he violated Section 19.1 in the first instance.

SECTION 13.3 NO LOCKOUT

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

SECTION 13.4 JUDICIAL RESTRAINT

Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

ARTICLE 14
FILLING OF VACANCIES

SECTION 14.1 POSTING

Whenever the Village determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted electronically for ten (10) business days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 14.2 FILLING OF VACANCIES

The Village retains the final right to determine whether or not an opening should be filled, and by whom, pursuant to this Section. In the event the skill, qualifications, and experience of two or more applicants (internal or external) for a bargaining unit position posted under this Section are equal, as reasonably determined by the Village, then an existing employee with greater seniority will be offered the position first.

ARTICLE 15
INSURANCE

SECTION 15.1 HEALTH INSURANCE

The Village shall provide health insurance, life insurance, and dental insurance coverage and benefits for employees and their dependents on the same basis as provided to the Village's non-represented employees. Notwithstanding the foregoing, the Village retains the right to change insurance carriers, to self-insure, or to adopt a Health Maintenance Organization ("HMO"), high deductible, or PPO plan for the provision of life insurance, medical benefits, or dental benefits. In addition, the Village retains the right to change provisions in its health and dental insurance program, provided the new coverage and benefits are the same as offered to the Village's non-represented employees and provided the changes are not arbitrary and capricious.

Employees shall pay the same amount towards the cost of health insurance as the Village's non-represented employees, provided the insurance premium contributions shall not exceed the following amounts:

	Calendar Year 2022	Calendar Year 2023 and retroactive to 1-1-2023
Employee Only	11.5% of the total premium	12.5% of the total premium
Employee + 1	11.5% of the total premium	12.5% of the total premium
Family	12.0% of the total premium	12.5% of the total premium

SECTION 15.2 LIFE, DENTAL, AND VISION INSURANCE

The Village shall provide life insurance, dental insurance, and vision insurance to bargaining unit employees on the same basis as provided to non-bargaining unit employees.

SECTION 15.3 TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies.

Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in those policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee, or beneficiary of any Village employee.

ARTICLE 16
WAGE RATES

SECTION 16.1. PAY PLAN

Employees covered by this Agreement shall be paid pursuant to the Village's pay plan, except as modified herein. Employees who are not yet at top pay are eligible to advance one step on their anniversary date if their overall performance rating is "Meets Expectations" on their performance review, or two steps if their overall rating on their performance review is "Exceeds Expectations" or "Outstanding."

The step schedules for bargaining unit employees shall be as follows, effective January 1, 2026, and retroactive to that date for any employee employed by the Village on the date of ratification. The step schedule reflects wage increases of 3.50% effective January 1, 2026; 3.50% effective January 1, 207; 3.50% effective January 1, 2028; and 3.50% effective January 1, 2029.

Maintenance Worker & Refuse Collector- Non Grandfathered

			3.50%	3.50%	3.50%	3.50%
		Current	1/1/2026	1/1/2027	1/1/2028	1/1/2029
A	1	$67,324	$69,680	$72,119	$74,643	$77,255
B	2	$69,337	$71,764	$74,276	$76,876	$79,566
C	3	$71,420	$73,920	$76,507	$79,185	$81,957
D	4	$73,560	$76,135	$78,800	$81,558	$84,412
E	5	$75,770	$78,422	$81,166	$84,007	$86,947
F	6	$78,040	$80,772	$83,599	$86,525	$89,553
G	7	$80,381	$83,195	$86,106	$89,120	$92,239
H	8	$82,797	$85,695	$88,695	$91,799	$95,012
I	9	$85,282	$88,266	$91,356	$94,553	$97,863
J	10	$87,839	$90,913	$94,095	$97,388	$100,797
K	11	$90,471	$93,637	$96,914	$100,306	$103,817
L	12	$93,187	$96,448	$99,824	$103,318	$106,934
M	13	$95,985	$99,344	$102,821	$106,420	$110,144
N	14	$98,859	$102,319	$105,900	$109,606	$113,442
O	15	$100,980	$104,515	$108,173	$111,959	$115,877

Maintenance Worker & Refuse Collector - Grandfathered

		Current	3.50% 1/1/2026	3.50% 1/1/2027	3.50% 1/1/2028	3.50% 1/1/2029
A	1	$69,275	$71,699	$74,209	$76,806	$79,494
B	2	$71,347	$73,844	$76,428	$79,103	$81,872
C	3	$73,490	$76,062	$78,724	$81,480	$84,331
D	4	$75,695	$78,344	$81,086	$83,924	$86,861
E	5	$77,966	$80,695	$83,519	$86,443	$89,468
F	6	$80,303	$83,113	$86,022	$89,033	$92,149
G	7	$82,712	$85,607	$88,603	$91,704	$94,914
H	8	$85,199	$88,181	$91,267	$94,461	$97,767
I	9	$87,751	$90,822	$94,001	$97,291	$100,696
J	10	$90,388	$93,551	$96,825	$100,214	$103,722
K	11	$93,096	$96,354	$99,726	$103,217	$106,829
L	12	$95,889	$99,245	$102,719	$106,314	$110,035
M	13	$98,768	$102,225	$105,802	$109,505	$113,338
N	14	$101,727	$105,287	$108,972	$112,786	$116,734
O	15	$103,908	$107,545	$111,309	$115,204	$119,237

Fleet Mechanic

		Current	3.50% 1/1/2026	3.50% 1/1/2027	3.50% 1/1/2028	3.50% 1/1/2029
A	1	$74,035	$76,627	$79,309	$82,084	$84,957
B	2	$76,257	$78,926	$81,689	$84,548	$87,507
C	3	$78,544	$81,293	$84,138	$87,083	$90,131
D	4	$80,905	$83,737	$86,668	$89,701	$92,841
E	5	$83,330	$86,247	$89,265	$92,390	$95,623
F	6	$85,832	$88,836	$91,945	$95,163	$98,494
G	7	$88,402	$91,496	$94,699	$98,013	$101,444
H	8	$91,055	$94,242	$97,540	$100,954	$104,487
I	9	$93,787	$97,069	$100,467	$103,983	$107,622
J	10	$96,603	$99,984	$103,483	$107,105	$110,854
K	11	$99,497	$102,980	$106,584	$110,314	$114,175
L	12	$102,486	$106,073	$109,786	$113,628	$117,605
M	13	$105,556	$109,250	$113,074	$117,031	$121,127
N	14	$108,725	$112,530	$116,469	$120,545	$124,765
O	15	$111,054	$114,941	$118,963	$123,127	$127,437

Foreperson – Maintenance and Refuse

			3.50%	3.50%	3.50%	3.50%
		Current	1/1/2026	1/1/2027	1/1/2028	1/1/2029
A	1	$78,773	$81,530	$84,384	$87,337	$90,394
B	2	$80,942	$83,775	$86,707	$89,742	$92,882
C	3	$83,110	$86,019	$89,030	$92,146	$95,371
D	4	$85,279	$88,264	$91,353	$94,551	$97,860
E	5	$87,448	$90,509	$93,676	$96,955	$100,349
F	6	$89,617	$92,753	$96,000	$99,360	$102,837
G	7	$91,785	$94,998	$98,323	$101,764	$105,326
H	8	$93,954	$97,243	$100,646	$104,169	$107,815
I	9	$96,123	$99,487	$102,969	$106,573	$110,303
J	10	$98,292	$101,732	$105,292	$108,978	$112,792
K	11	$100,460	$103,977	$107,616	$111,382	$115,281
L	12	$102,629	$106,221	$109,939	$113,787	$117,769
M	13	$104,798	$108,466	$112,262	$116,191	$120,258
N	14	$106,967	$110,710	$114,585	$118,596	$122,747
O	15	$111,304	$115,200	$119,232	$123,405	$127,724

Foreperson – Fleet

		3.50%	3.50%	3.50%	3.50%	3.50%
		Current	1/1/2026	1/1/2027	1/1/2028	1/1/2029
A	1	$85,485	$88,477	$91,573	$94,778	$98,096
B	2	$87,877	$90,953	$94,137	$97,431	$100,841
C	3	$90,270	$93,430	$96,700	$100,084	$103,587
D	4	$92,663	$95,906	$99,263	$102,737	$106,333
E	5	$95,056	$98,383	$101,826	$105,390	$109,079
F	6	$97,449	$100,859	$104,390	$108,043	$111,825
G	7	$99,842	$103,336	$106,953	$110,696	$114,571
H	8	$102,234	$105,813	$109,516	$113,349	$117,316
I	9	$104,627	$108,289	$112,079	$116,002	$120,062
J	10	$107,020	$110,766	$114,643	$118,655	$122,808
K	11	$109,413	$113,242	$117,206	$121,308	$125,554
L	12	$111,806	$115,719	$119,769	$123,961	$128,300
M	13	$114,199	$118,196	$122,332	$126,614	$131,045
N	14	$116,591	$120,672	$124,896	$129,267	$133,791
O	15	$121,377	$125,625	$130,022	$134,573	$139,283

Employees holding the job title of “Supervisor” prior to ratification of the parties’ initial collective bargaining agreement shall continue to hold that job title. The classification of “Supervisor” shall be eliminated by attrition. Any employees hired after the “Supervisor” classification has been eliminated shall be classified as “Foreperson” and shall be paid at the wage rates listed above.

Employees in the current classification of Supervisor shall receive the following wage increases to the current Supervisor pay scales:

January 1, 2026 – 3.5%

January 1, 2027 – 3.5%

January 1, 2028 – 3.5%

January 1, 2029 - 3.5%

Any eligible employee hired on or after January 1, 2003, may participate in the Village’s performance based “merit pay” program, pursuant to Village policy.

The Village may in, in its discretion, begin an employee at a Step higher than Step A based on the employee’s prior work experience or market conditions, as determined by the Village in the sole exercise of its discretion.

SECTION 16.2. ACTING PAY

An employee who is temporarily assigned to fill in for a Supervisor or Foreperson for a full day shall receive $45.00 per day for each day acting in such capacity.

ARTICLE 17
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the Article, section or portion thereof specified in the board, agency or court decision, and the remaining parts or portions of this Agreement shall remain in full force and effect. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section or portion thereof, if requested by either party in writing within thirty (30) days after the date the Article, Section or portion thereof was invalidated.

ARTICLE 18
ENTIRE AGREEMENT

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for this term.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. In so agreeing, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The Union reserves its right to bargain over mandatory subjects of bargaining if not contemplated by the parties during negotiations nor permitted by the Management Rights Clause, and its right to impact or effects bargaining; the Village shall have the right to implement changes on a temporary basis pending the outcome of any impact or effects bargaining. During the term of this Agreement, the parties agree that the Village may take reasonable steps to comply with the provisions of the Americans with Disabilities Act.

ARTICLE 19
TERMINATION

This Agreement shall be effective as of January 1, 2026 and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _______ day of _________________, _____, after being first ratified by the Union's membership and then by the Village's President and Village Council.

LOCAL 150 PUBLIC EMPLOYEES DIVISION	THE VILLAGE OF WINNETKA, ILLINOIS
By:________________________________	By: ________________________________
James M. Sweeney, President	Bob Dearborn, Village President
By:________________________________	By:_________________________________
Deanna M. Distasio, Attorney	Kristin Kazenas, Village Manager

APPENDIX A

Section 7 – Employment and Safety Policy and Regulations for Employees Holding Commercial Driver's Licenses

7.1 Introduction

Both the United States Congress and the Illinois Legislature have enacted laws aimed at increasing safety in the transportation industry. In 1986, Congress passed the Commercial Motor Vehicle Safety Act (CMVSA), which requires individual states to adopt new licensing procedures and uniform testing standards for drivers of commercial vehicles. In Illinois, the Uniform Commercial Drivers' License Act (UCDLA) sets out licensing and safety regulations for drivers of commercial vehicles. In addition, the Illinois Motor Carrier Safety Law adopts the federal Motor Carrier Safety Regulations of the U.S. Department of Transportation.

Under these state and federal laws and regulations, operators of Commercial Motor Vehicles must have a Commercial Drivers' License (CDL). In addition, the Village, as the owner of a fleet of Commercial Motor Vehicles, must establish a policy covering the employment and qualifications of commercial vehicle operators.

As of January 1, 1995, Federal Highway Administration Rules also require alcohol and drug testing of CDL employees. The federal rules were issued pursuant to the Omnibus Transportation Employee Act (the "Act") of 1991, which requires alcohol and drug testing of safety sensitive employees in the aviation, motor carrier, railroad, and mass transit industries. The Act applies to municipalities, and the rules have broadly defined safety sensitive employees to include CDL employees in public works and water and electric utilities.

7.2 Purpose

It is the purpose of these "Employment and Safety Policy and Regulations for Employees Holding Commercial Drivers' Licenses" (the "Policy"), to define the categories of employees who must obtain and maintain a valid CDL before operating a Village-owned Commercial Motor Vehicle, and to establish safety regulations and identify the conditions and requirements with which those vehicle operators must comply.

7.3 Scope of Policy

This Policy applies to all Village employees in positions which require the operation of a Commercial Motor Vehicle as part of the regular job responsibilities or primary work assignments and to employees who may be required to operate a Commercial Motor Vehicle in emergency or call-back situations.

7.4 Definitions

For purposes of the Policy, the words and phrases listed below shall have the meanings ascribed to them as follows:

A. Commercial Motor Vehicle. A motor vehicle for which a commercial driver's license is required, including:
   1. a vehicle with a Gross Vehicle Weight Rating (GVWR) of 26,001 pounds or more; or
   2. a vehicle designed to transport 16 or more persons.

   Firefighting equipment is not included in the definition of Commercial Motor Vehicle.

B. Commercial Driver's License ("CDL"). A driver's license issued to an individual by the State of Illinois, authorizing that person to drive a certain class of Commercial Motor Vehicle.
C. CDL Employee. An employee of the Village whose regular job responsibilities or primary work assignment requires the operation of a vehicle for which a CDL is required, and employees who are required to operate commercial vehicles in emergency and call-back situations which includes employees in either Public Works or Water & Electric Departments:
D. CDL Activities. Operation of a Commercial motor vehicle or performance of any work with a motor vehicle that is subject to CDL licensing requirements.
E. Safety-Sensitive Function. All time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include all time waiting to be dispatched, all time inspecting, servicing or conditioning any commercial motor vehicle, all time spent at the driving controls of a commercial motor vehicle in operation, all time in or upon any commercial motor vehicle, all time supervising or assisting in loading or unloading a vehicle, and all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

7.5 CDL Employee Responsibilities

7.5.1 Valid CDL Required

Every CDL employee must obtain a valid CDL within 3 months of the date of employment by the Village and must thereafter maintain and renew his/her CDL when due. Each employee shall provide a copy of his/her current CDL to be maintained on file with Human Resources.

i. Failure to acquire a valid CDL within 3 months of the date of employment will result in the CDL employee's immediate termination.
ii. Any CDL employee who loses his/her CDL driving privileges during the training period (see Employee Handbook) shall be terminated from village employment.
iii. Any CDL employee who allows his/her CDL to expire, shall be considered to have lost his/her CDL and shall be subject to the provisions of Section 7.7 of this policy.

7.5.2 Reporting Suspension, Revocation, or Cancellation of CDL

i. Any CDL employee whose CDL is suspended or revoked for violating the Illinois law requiring personal insurance while operating a personal vehicle must report the suspension or revocation to his/her supervisor within one working day of the notification or revocation.
ii. Any CDL employee must notify his/her supervisor of any suspension, revocation or cancellation of his/her driving privileges, and any disqualification or out-of-service action, within one working day of the notification of such action. The notice shall be given on the "Commercial Driver's License Suspension Notification" form. A copy of this form is attached to this Policy as Exhibit A.

7.5.3 Reporting Traffic Violation Convictions

Any CDL employee who is convicted of any traffic violation (except parking violations), regardless of whether the employee was driving a commercial motor vehicle (CMV), non-CMV, or the employee’s personal vehicle whether in the State of Illinois or any other state, must report such conviction to his/her supervisor within one working day of the conviction. The notice shall be given on the "Commercial Driver's License Report of Traffic Conviction" form. A copy of the form is attached to this Policy as Exhibit B.

7.5.4 Alcohol and Drug Testing Required

Every CDL employee is required to submit to alcohol and/or drug testing in accordance with Section 7.6 of this Policy, as required by State and Federal Law.

7.5.5 Prohibited Activities

The following listed activities are strictly prohibited and any CDL employee who engages in any such activity shall be subject to disciplinary action, up to and termination:

i. The operation of any Village-owned Commercial Motor Vehicle without holding a valid CDL, unless the employee is a firefighter or firemedic vehicle operator or is otherwise exempt by law from the CDL requirement.
ii. The operation of any Village-owned Commercial Motor Vehicle by a CDL employee who has been placed "out-of-service" by a police officer for driving a Commercial Motor Vehicle while having any alcohol, other drug, or both, in the CDL employee's system, or for refusing to submit to or failing to complete an alcohol or other drug test or tests pursuant to the Commercial Driver Implied Consent provisions of the Uniform Commercial Driver's License Act (UCDLA), as adopted by the State of Illinois.
iii. Operating a Commercial Motor Vehicle or performing safety-sensitive functions under any of the following circumstances:
    a. while using alcohol;
    b. while having a blood alcohol concentration of 0.04 or greater:
    c. within four (4) hours of using alcohol;
    d. refusing to submit to an employer's alcohol or drug test;
    e. using alcohol within eight (8) hours after an accident or until after a post-accident test.
    f. if the driver tests positive or has adulterated or substituted a test specimen for drugs
iv. Operation of a Commercial Motor Vehicle by a CDL employee who is under the influence of, impaired by, or has any controlled substance in his/her system, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance may adversely affect his or her ability to safely operate a commercial motor vehicle.
v. The unauthorized use by a CDL employee of a controlled substance at any time, whether on or off duty.
vi. Failure of a CDL employee to notify his/her supervisor, in accordance with Section 7.5.2 above, of a loss of driving privileges or disqualification for a CDL.
vii. Failure of a CDL employee to notify a supervisor of a traffic violation conviction, as required by Section 7.5.3 above.

7.6 Alcohol and Drug Testing of CDL Employees

7.6.1 Alcohol and Drug Testing Required

Pursuant to federal law, all CDL employees are required to submit to alcohol and drug testing under the conditions described in the following sections.

i. Pre-employment. Any person applying for a position requiring a CDL or being transferred to a position requiring a CDL from one in which a CDL was not required, must submit to alcohol and drug testing before being hired or transferred. Applicants must also authorize prior employer(s) to disclose positive test results and refusals to cooperate.

ii. Post-Accident. Any CDL employee must make himself/herself available for drug and alcohol testing after a motor vehicle accident if: (1) the accident involves a fatality; or (2) the CDL employee receives a citation for a moving traffic violation related to the accident when the accident causes bodily injury to a person who immediately received emergency medical treatment away from the accident scene or involves damage to a vehicle that requires the vehicle to be towed away from the accident scene. Employees must notify a supervisor as soon as safely possible after an accident. Alcohol testing will occur within two (2) hours and a drug test within thirty-two (32) hours following the accident. An employee subject to a post-accident test shall remain readily available for such testing, or may be deemed to have refused to submit to testing.

iii. Reasonable Suspicion. Any CDL employee must submit to alcohol and/or drug testing when a supervisor observes behavior or appearance (including speech, odor or actions) that is characteristic of alcohol or drug misuse and which creates a reasonable belief on the part of the supervisor that an alcohol or drug violation has occurred. For reasonable suspicion of alcohol, the observance must be made immediately before, during or after the performance of CDL activities. Reasonable suspicion of drug misuse can be based upon observations made at any time.

iv. Random. CDL employees are subject to drug and alcohol tests throughout the year on a random, unannounced basis just before, during or after the employee's performance of any CDL activities.

v. Return to Work and Follow-Up. Any CDL employee who has violated any alcohol or drug conduct standards and is not discharged must submit to alcohol and drug testing prior to returning to work, in order to determine the CDL employee's eligibility to do so. No employee will be permitted to resume safety sensitive functions after a positive drug or alcohol test unless the driver has a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02. The CDL employee must submit to at least six (6) unannounced follow-up tests during the first twelve (12) months after he/she returns to duty as a CDL employee. Upon recommendation of a Substance Abuse Professional (SAP), follow-up testing may be extended for up to sixty (60) months following a CDL employee's return to work.

7.6.2 Random Alcohol Testing Requirements

Random alcohol testing shall be conducted on unannounced dates and times and with unpredictable frequency throughout the year. The number of random tests in any year is determined by a formula set by federal rules based on the number of positive test results from the testing the previous year.

7.6.3 Random Drug Testing Requirements

Random drug testing shall be conducted on unannounced dates and times and with unpredictable frequency throughout the year. The number of random tests in any year is determined by a formula set by federal rules based on the number of positive test results from the testing in the previous year.

7.6.4 Alcohol Testing Procedures

i. Screening Test. A screening test for blood alcohol is performed using Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA).

ii. Confirmation Test. If the blood alcohol concentration on the screening test is 0.02 or greater, a second test shall be conducted to confirm the blood alcohol concentration level.
iii. Negative Test. Any blood alcohol test showing a concentration of less than 0.02 shall be considered a negative test.

7.6.5 Drug Testing Procedures

i. Prohibited Substances. Drug testing is conducted to determine the presence of any of the following drugs in a CDL employee's urine:
   a. marijuana (THC metabolite)
   b. cocaine
   c. amphetamines
   d. opioids
   e. phencyclidine (PCP).
ii. Method of Testing. Drug testing is conducted by analyzing a CDL employee's urine specimen. The urine specimen is divided into two split-samples, with testing being performed on one split-sample, and the other split-sample being reserved for a split-sample test, if necessary. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services (DHHS).
iii. Medical Review Officer. Pursuant to federal regulations, the Village will use the services of a Medical Review Officer (MRO), who shall be responsible for receiving laboratory results of CDL employee drug tests. The MRO is a physician, licensed to practice medicine in the State of Illinois, who has both knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate an employee's test results along with the employee's medical history and any other relevant biomedical information. The MRO will be from the offices of occupational Medicine Evanston-Glenbrook Associates (OMEGA), which currently provides prescribed medical evaluations for the Village. The Village may select a successor provider or MRO whenever it finds it necessary to do so.
iv. Screening Test. The first test is a screening test, to determine if any of the specified prohibited substances are present.
v. Confirmation Test. If the screening test is positive for one or more of the prohibited substances, then a confirmation test for each drug identified in the screening test is performed on the remainder of the tested urine sample. The confirmation test is a gas chromatography/mass spectrometry (GC/MS) analysis.
vi. Request for Split-Sample Test. If a confirmation test is required, the MRO shall notify the CDL employee. The CDL employee will then be entitled to request a confirming test on the untested split-sample at the employee’s expense, provided he/she requests the test of the split-sample within seventy-two (72) hours.

7.6.6 Effect of Positive Test for Alcohol or Drugs

i. Positive Alcohol Test.
   a. A CDL employee who has a confirmation test blood alcohol concentration of 0.02 or greater shall be removed from driving-related duties for twenty-four (24) hours.
   b. A CDL employee who has a confirmation test blood alcohol concentration of 0.04 or greater shall be immediately removed from performing safety sensitive functions until the employee has a return-to-duty alcohol test with an alcohol concentration of less than 0.02 and/or a negative drug test.
ii. Positive Drug Test.
   a. Any CDL employee who has a positive result on the confirmation drug test shall be immediately be removed from performing safety sensitive functions.

b. Any CDL employee who has a positive result on the confirmation drug test shall be interviewed by the MRO in addition to being immediately removed from driving a Village motor vehicle.

iii. Discipline

a. Pursuant to the Village's independent authority and separate from the requirements of the Federal regulations, a driver who has an alcohol test with an alcohol concentration of 0.04 or higher or a confirmed positive drug test shall be subject to disciplinary action, up to and including discharge, even for the first offense.

b. Pursuant to the Village's independent authority and separate from the requirements of the Federal regulations, a driver who refuses to submit to a required drug or alcohol test (including having an adulterated or substituted specimen) will be subject to discipline, including discharge, even for the first offense.

c. Pursuant to its independent authority and separate from the requirements of the Federal regulations, the Village reserves the right to discipline, up to and including discharge, an employee who fails to follow any recommendation of a SAP. In addition, pursuant to its independent authority and separate from the requirements of the Federal regulations, the Village reserves the right to discipline, up to and including discharge, any driver who has an alcohol test with an alcohol concentration less than 0.04.

iv. Return to Work After Positive Alcohol or Drug Tests.

a. Any CDL employee who has a confirmed blood alcohol concentration of 0.02 or greater, but less than 0.04, may return to driving-related duties after twenty-four (24) hours, in the absence of other discipline.

b. Any person removed from driving a Village motor vehicle for having a confirmed blood alcohol concentration of 0.04 or greater, or for having a positive result on a confirmation drug test, who is not otherwise discharged, shall not be allowed to resume the operation of a Commercial Motor Vehicle except under the following conditions:

i. the CDL employee must be evaluated by a SAP; and

ii. the CDL employee must comply with any treatment and/or rehabilitation recommended by the SAP; and

iii. the CDL employee must test negative in a return-to-work drug or alcohol test; and

iv. the CDL employee must demonstrate compliance with all other applicable state and local requirements.

7.6.7 Confidentiality of Alcohol and Drug Test Results

i. All alcohol and drug testing results and records will be maintained under strict confidentiality by the Village, the drug testing laboratory, the MRO and, where applicable the SAP.

ii. Except as provided in the preceding paragraph A., alcohol or drug testing results will be released only in the following circumstances:

a. to third parties, when the CDL employee has given written consent;

b. to Department of Transportation agencies, when license or certification actions may be required;

c. to a decision-maker in a grievance, arbitration, litigation or administrative proceeding arising from a positive test result or employee-initiated action; or

d. where otherwise required by law.

7.7 Effect of Loss of Commercial Driver's License

7.7.1 "Loss of License" Defined

As used in this section "Loss of License" means the revocation, suspension, cancellation or expiration of a CDL, or the disqualification of a person from eligibility for a CDL.

7.7.2 Reinstatement of License Required

In the event of a loss of a CDL license by a CDL employee, the CDL employee will have up to (60) days in which to reinstate the CDL (License Reinstatement Period). Extension of this time period will be reviewed on a case by case basis.

7.7.3 Leave of Absence

During the License Reinstatement Period, the CDL employee will be placed on a leave of absence with the time off being charged to available accrued personal, vacation, or sick leave. If the paid leave is not sufficient or exhausted, the remainder of the leave of absence will be without pay.

7.7.4 Termination

- i. If a CDL employee is unable to regain his/her CDL by the end of the License Reinstatement Period, the employee shall be subject to immediate termination.
- ii. A lifetime disqualification from holding a CDL will result in a CDL employee's immediate termination.

7.7.5 Application for Reinstatement

An employee terminated from employment with the village for the loss of CDL driving privileges may apply for reemployment, if a position is available, after regaining his/her CDL. Reemployment of the former employee shall be at the sole discretion of the Village.

7.8 Commercial Driver's License Disqualifications

7.8.1 General

A CDL employee may be disqualified from operating a Commercial Motor Vehicle for traffic, alcohol, drug or other violations of Illinois law. The disqualifications may be temporary or lifetime. Because any CDL disqualification, whether temporary or lifetime, will affect the employee's status as a Village employee, it is important to know what actions can lead to disqualification.

The following sections list violations that are grounds for disqualification under Illinois' Uniform Commercial Driver's License Act (UCDLA). The list is provided for the employee's information. It is intended to provide examples rather than an exhaustive listing. All CDL employees are expected to become familiar with the UCDLA and are expected to comply with it at all times.

- i. Mandatory Temporary Disqualification for First Violation. A person will be disqualified from driving a Commercial Motor Vehicle for a period of not less than twelve (12) months for the first occurrence of a violation of any of the following:
    - a. refusing to submit to, or failing to complete, a test of a driver's blood alcohol concentration while driving a Commercial Motor Vehicle; or
    - b. operating a Commercial Motor Vehicle while the blood alcohol concentration of the driver is 0.04 or greater; or
    - c. operating a Commercial Motor Vehicle while any amount of the drug, substance or compound in the person's blood or urine results from the unlawful use or consumption of a controlled substance; or

d. conviction of driving a Commercial Motor Vehicle while under the influence of alcohol, or any other drug or combination of drugs; or
e. knowingly and willfully leaving the scene of an accident while operating a Commercial Motor Vehicle; or
f. committing a felony while operating a Commercial Motor Vehicle.

ii. Mandatory Temporary Disqualification for Certain Traffic Violations.
   a. A person is disqualified from driving a Commercial Motor Vehicle for a period of not less than two (2) months if convicted of two (2) serious traffic violations, committed in a Commercial Motor Vehicle, arising from separate incidents, occurring within a three (3) year period.
   b. A person will be disqualified from driving a Commercial Motor Vehicle for a period of not less than four (4) months if convicted of three (3) serious traffic violations, committed in a Commercial Motor Vehicle, arising from separate incidents within a three (3) year period.
   c. Following are examples of serious traffic violations as defined by the UCDLA:
      i. a single speeding charge of 15 miles per hour or more above the legal speed limit
      ii. reckless driving
      iii. following too closely
      iv. improper or erratic traffic lane changes
      v. a violation of any state law or local traffic control ordinance in connection with a fatal traffic accident
      vi. holding more than one driver's license in violation of Section 6-501 of the UCDLA
      vii. failing to have a valid CDL as required by Section 6-507 of the UCDLA

7.8.2 Disqualification for Life

The following violations can lead to a lifetime disqualification from holding a CDL:

i. A second conviction for any offense, or combination of offenses, listed in Section 7.5.5 above.
ii. Using a Commercial Motor Vehicle in the commission of any felony involving the manufacture, distribution, or dispensing of a controlled substance, or possession with intent to manufacture, distribute or dispense a controlled substance.

CDL Exhibit A

Village of Winnetka
Commercial Driver's License Suspension Notification Form
(CDL Policy Exhibit A)

This form is to be completed when a Village of Winnetka employee who is required to hold a Commercial Driver's License (CDL) as a requirement of his position loses CDL driving privileges. The employee must complete and submit this form to the his supervisor **before the end of the next working day following the employee receiving notice of a suspension, revocation, cancellation, lost privilege or disqualification of a CDL**.

To be completed by employee

Employee Name: ______________________ Department: ______________________

Driver's License #: ______________________ Position Title: ______________________

Penalty Received:
- ☐ Suspension
- ☐ Revocation
- ☐ Cancellation
- ☐ Lost Privilege

Part of License Affected:
- ☐ Basic Privileges Only
- ☐ CDL Privileges Only
- ☐ Basic and CDL Privileges

Date employee received the notice of loss of CDL driving privileges: ______________________

Attach copy of the notice and any applicable summons, ticket, or citation issued.

Describe the specific offense/violation upon which the loss of CDL driving privileges is based:

Date CDL driving privileges will be restored: ________________

Date basic driving privileges will be restored (if applicable): ________________

Did the offense/violation occur in a commercial motor vehicle?
- ☐ Yes
- ☐ No

Employee Signature: ________________________________ Date: ________

Supervisor Signature: ________________________________ Date: ________

Routing: Original to Human Resources and a copy to the Department Head

CDL Policy: Exhibit A 1/1/2018

CDL Exhibit B

Village of Winnetka
Commercial Driver's License
Report of Traffic Conviction
(CDL Policy Exhibit B)

This form is to be completed when a Village of Winnetka employee who is required to hold a Commercial Driver's License (CDL) as a requirement of his position is convicted of any traffic violation (except parking violations), regardless of whether the employee was driving a commercial motor vehicle (CMV), non-CMV, or the employee's personal vehicle. The employee must complete and submit this form to his supervisor **before the end of the next working day following the employee receiving notice of the conviction.**

To be completed by employee

Employee Name: ____________________ Department: ____________________

Driver's License #: ____________________ Position Title: ____________________

Location where the offense/violation occurred:

____________________ ____________________ ____________________
City County State

Date of violation: ____________________ Date of Conviction: ____________________

Date employee received the notice of loss of CDL driving privileges: ____________________

Attach copy of the notice of conviction and any applicable summons, ticket, or citation issued.

Describe the specific offense/violation upon which the loss of CDL driving privileges is based, as well as the penalty imposed by the conviction:

Did the offense occur in a commercial motor vehicle? ☐ Yes ☐ No

Employee Signature: ______________________________ Date: __________

Supervisor Signature: ______________________________ Date: __________

Note: Completing this form does not excuse the employee from completing any required notifications to the Illinois Secretary of State.

Routing: Original to Human Resources and a copy to the Department Head

CDL Policy: Exhibit B 1/1/2018

APPENDIX B

3.2.5 Sick Leave Benefits

The Village provides all full-time employees with the opportunity to accrue sick leave benefits that may be used for periods of temporary absence due to illnesses or injuries of themselves or immediate family members. For purposes of sick leave benefits, "immediate family members" are defined as the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Sick leave is not a privilege to be used at the employee's discretion, but rather a benefit for use in case of necessity and actual sickness or incapacity. The Village reserves the right to request documentation from a health care professional to verify proper use of sick leave.

3.2.5(a) Annual Sick Leave Accrual

Eligible employees will be credited with their sick leave benefits at the beginning of each calendar year as follows:

- Full-time employees assigned to a 37.5 hour work week schedule: 90 hours annually
- Full-time employee assigned to a 40 hour work week schedule: 96 hours annually

3.2.5(b) Maximum Accrual of Sick Leave

For all purposes under this Section 3.2.5, the maximum accrual of sick leave is 180 days.

3.2.5(c) Use of Sick Leave

Employees will be credited with their sick leave at the beginning of each calendar year and may request use of paid sick leave at any time during the year for which it is credited. Paid sick leave can be used in minimum increments of one-quarter hour.

The Village may require an employee to submit to a medical exam to verify use of sick leave, fitness for duty, or for other business-related reasons.

If an employee is absent for three or more days due to his/her illness or the illness of an immediate family member, or as otherwise required to determine whether an absence may be for a qualifying reason under this policy, the employee may be required to submit certification by a physician of illness and ability to return to work. The failure to submit requested certification may result in the denial of paid sick leave benefits under this policy, disciplinary action, or termination.

3.2.5(d) Report of Absence

Employees who are unable to report to work due to illness or injury should notify their direct supervisor at least one hour before the scheduled start of their workday or according to Department policy. The direct supervisor must also be contacted on each additional day of absence. Failure to provide proper notice of or to report an absence because of illness or injury may result in the denial of paid sick leave benefits and/or disciplinary action. Notification of an absence does not guarantee approved use of benefit time for the absence. Employees must provide their name, date, the time, the intention to use sick leave time, the general reason for using sick leave (i.e. personal illness, injury, family illness), and the anticipated date of return.

3.2.5(e) Calculation of Sick Leave Benefits

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as shift differentials.

3.2.5(f) Requests for Payment of Accrued Sick Leave (effective January 1, 2012)

Employees may be eligible to convert a portion of their unused sick leave each year. Requests for payment of accrued unused sick leave must be made in writing to the employee's Department Head by September 1 to receive payment in the following fiscal year. Cashed-in sick pay will be included in the employee's second payroll of the following fiscal year or as otherwise specified by the Village Manager.

1. Employees hired prior to January 1, 2012:
    a. Sick leave in excess of 30 days up to the greater of the maximum number of accrued but unused sick leave days as of December 31, 2011 or 75 days may be cashed in at 50% at the employee's regular hourly rate.
    b. Sick leave above the maximum number of accrued but unused sick leave days as of December 31, 2011 or 75 days may be cashed in at 30%.

Equivalents	**30 Days**	**75 Days or 12/31/2011 Sick Leave Balance (whichever is greater)**	**180 Days/Max Sick Leave Accrual**
7.5 hour employee (37.5 hour work week)	225 hours	562.5 hours	1,350 hours
8.0 hour employee (40 hour work week)	240 hours	600 hours	1,440 hours

2. Employees hired on or after January 1, 2012:
    a. Sick leave in excess of 60 days may be cashed in at 30% at the employee's regular hourly rate.

Equivalents	**60 Days**	**180 Days/Max Sick Leave Accrual**
7.5 hour employee (37.5 hour work week)	450 hours	1,350 hours
8.0 hour employee (40 hour work week)	480 hours	1,440 hours

3.2.5(g) Permanent Change in Hours of Work

If an employee experiences a change in position or duties that permanently changes the number of hours of duty per week, the accrued sick leave balance will be converted to an equivalent sick leave balance based on the new number of hours of duty.

3.2.5(h) Sick Leave at Employment Separation

An employee who separates from Village service in good standing is eligible to receive compensation for accumulated hours of sick leave at the hourly rate of pay the employee is earning at the time of separation according to the following provisions. To be considered in good standing, employees separating from service must actually work on their last scheduled day of employment.

Because sick leave may be used before it has been earned, any unearned sick leave time that has been used must be repaid to the Village upon termination. With the employee's consent, the Village will deduct amounts due on a pro rata basis from the final paycheck. Any balance remaining must be paid directly by the employee.

Illinois Municipal Retirement Fund (IMRF)-eligible employees have the option of using unpaid/unused sick days to receive additional IMRF service credit at retirement in accordance with IMRF provisions.

Earned and unused sick leave in excess of 60 days (480 hours) not converted for IMRF service credit will be compensated as follows:

1. Employees hired prior to January 1, 2012
    a. Employees who have less than twenty (20) years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave days accrued but not used as of the date of termination that are in excess of 30 days up to the maximum as set forth in subparagraph c below.
    b. Employees who have twenty (20) or more years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave days accrued but not used as of the date of termination up to the maximum as set forth in subparagraph c below.
    c. The maximum number of sick leave hours that will be paid at 50% of the employee's then current regular hourly rate of pay will be established based on the greater of the number of accrued but unused sick leave days as of December 31, 2011 or 75 days.
    d. All sick leave days accrued but not used as of the date of termination that are above the maximum set forth in subparagraph c above will be paid at 30% of the employee's then current regular hourly rate of pay.

Equivalents	**30 Days**	**75 Days or 12/31/2011 Sick Leave Balance (whichever is greater)**	**180 Days/Max Sick Leave Accrual**
7.5 hour employee (37.5 hour work week)	225 hours	562.5 hours	1,350 hours
8.0 hour employee (40 hour work week)	240 hours	600 hours	1,440 hours

2. Employees hired on or after January 1, 2012
    a. Compensation at 30% of the employee's then current regular hourly rate of pay shall be paid for all sick leave days accrued but not used in excess of 60 days.

Equivalents	**60 Days**	**180 Days/Max Sick Leave Accrual**
7.5 hour employee (37.5 hour work week)	450 hours	1,350 hours
8.0 hour employee (40 hour work week)	480 hours	1,440 hours

3.2.5(i) Death Benefit

In the case of the death of an employee while actively employed with the Village, a death benefit of 100% of the employee's sick leave balance will be paid to the employee's spouse or domestic partner, or if no spouse or domestic partner, to the employee's estate at the employee's hourly rate of pay.

Village of

WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-98-2025: Approving a Service Agreement with Municipal GIS Partners, Inc. for Geographic Information System Services and a Letter Agreement with the Village of Kenilworth Regarding Geographic Information System Services (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: December 16, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village of Winnetka is a member of the Geographic Information Systems Consortium (GISC), a public entity that was formed in 1999 to help small and medium-size communities meet the challenges of developing effective information system solutions. The GISC model is based on creating economies-of-scale that reduce cost and risk for its 40+ municipal members. The model provides for a contractual staffing arrangement with a service provider, who provides staffing and training for the management, development, operation, and maintenance of the Village's Geographic Information System (GIS), while the Village provides the necessary computer hardware, software, and office facilities.

EXECUTIVE SUMMARY:

This is a new contract with Municipal GIS Partners (MGP), the GISC's selected service provider, for GIS support services. The GISC board performs a service provider evaluation every 3 years. MGP has been the service provider for the GIS Consortium since 1999 and has been re-selected numerous times during this period as the best vendor for these services. The contract consists of a master service provider agreement.

The GISC model evaluates communities based on land area and number of parcels, to determine appropriate sharing of staff. Winnetka is allocated 30% of a staff person, meaning we have a GIS staff person in house three days every two weeks, or 30% of the time. The GISC model has a minimum allocation level of 20%, or one day per week, which works well for most communities but, when combined with necessary Information Technology infrastructure purchases, can pose an obstacle for small communities. To address this obstacle, GISC created a membership category - "associate member" - that allows small agencies to partner with an existing full GISC member community to join GISC at an allocation of less than 20%. Under a partnership, the full member is billed for the associate member's allocation and is reimbursed by the associate member, through an agreement acceptable to both the full and associate members.

Kenilworth, approached Winnetka and GISC about the partnering with Winnetka as an associate member. The Village and GISC agreed, and the Village approved an intergovernmental letter agreement with Kenilworth in 2017. Adding Kenilworth as an associate member increased Winnetka's allocation from 30% to 40% (from 3 days every two weeks to 4 days per week). Winnetka uses existing GIS technology resources to host the system, and the specialist resides in Winnetka at the Village Yard. Winnetka's annual GISC staffing expense for 2026 is $99,735, of which $24,972 (25%) will be reimbursed by Kenilworth. The attached Statement of Work includes Kenilworth's staffing component. Kenilworth and Winnetka have determined that a simple letter agreement would be sufficient to establish the necessary contractual relationship for Kenilworth's associate membership.For FY 2025 MGP has provided an estimate of 659 direct program hours needed to perform these services.

The contractual maximum, not-to-exceed figure is $99,735. This represents an increase of $3,605 from the prior year's contract amount for program hourly rate increase. The Village has budgeted $125,310 in its FY 2026 operating budget for the GIS program, which includes this contract, software support, aerial photography, and mapping services.

In the last year, the work completed under this agreement includes updating and maintaining data, including annual data updates from the County Assessor and planimetric and topographic data obtained via aerial photogrammetry. MGP staff also provided significant support to Village staff in implementing and improving several asset management projects. In the upcoming year, MGP will be providing continuing support for the stormwater utility, including updates of impermeable surface data to keep the utility information current, as well as implementing tablet display, collection, and management of data, allowing field personnel access to detailed mapping and infrastructure information.

RECOMMENDATION:

Consider adopting Resolution R-98-2026, authorizing a new GIS staffing agreement including the additional Kenilworth allocation for the period January 1 - December 31, 2026, for a total amount not to exceed $99,735. The resolution also authorizes the Finance Department to invoice Kenilworth for their share of costs for this service agreement.

ATTACHMENTS:

1. Resolution No. R-98-2025: Approving a Service Agreement with GIS Partners, Inc. for GIS Services

RESOLUTION NO. R-98-2025

A RESOLUTION APPROVING A SERVICE AGREEMENT WITH MUNICIPAL GIS PARTNERS, INC. FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES AND A LETTER AGREEMENT WITH THE VILLAGE OF KENILWORTH REGARDING GEOGRAPHIC INFORMATION SYSTEM SERVICES

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

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

WHEREAS, on January 1, 2015, the Village entered into that certain GIS Consortium (***"Consortium"***) Service Provider Contract (***"Prior Contract"***) with Municipal GIS Partners, Inc. (***"Consultant"***), for the performance of geographic information system services (***"Services"***); and

WHEREAS, the Consultant and the Village now desire to enter into a new contract for the Services (***"New Contract"***) and a statement of work for the Services to be provided during the 2026 calendar year for an amount not to exceed $99,734.04 (***"SOW"***) (the SOW and New Contract are, collectively, ***"Contract"***); and

WHEREAS, the Consortium allows small communities that require less than the minimum staffing allocation for the Services (***"Associate Member"***) to partner with an existing full Consortium member, whereby the full Consortium member is billed for the Associate Member's staffing allocation, and the Associate Member reimburses the full Consortium member for the increased costs; and

WHEREAS, the Village of Kenilworth (***"Kenilworth"***) desires to partner with the Village as an Associate Member of the Consortium, which will increase the Village's staffing allocation by 10 percent, the cost of which will be reimbursed by Kenilworth pursuant to a letter agreement (***"Letter Agreement"***); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to (1) enter into the Contract with Consultant; and (ii) enter into the Letter Agreement with Kenilworth;

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

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

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

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

SECTION 4: APPROVAL OF LETTER AGREEMENT. The Village Council hereby approves, pursuant to the Village's home rule power, the Letter Agreement in a form acceptable to the Village Manager and the Village Attorney.

SECTION 5: AUTHORIZATION TO EXECUTE LETTER AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Letter Agreement after receipt by the Village Attorney of two executed copies of the final Letter Agreement from the Village Manager; provided, however, that if the Village Attorney does not receive two executed copies of the final Agreement from Kenilworth within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the Village Council, be null and void.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 16th day of December, 2025, pursuant to the following roll call vote:

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

Signed

____
Village President

Countersigned:

____
Village Clerk

EXHIBIT A

NEW CONTRACT AND SUPPLEMENTAL STATEMENT OF WORK

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this "***Contract***") made and entered into this 1st day of January, 2026 (the "***Effective Date***"), by and between the Village of Winnetka, an Illinois municipal corporation (hereinafter referred to as the "***Municipality***"), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the "***Consultant***").

WHEREAS, the Municipality is a member of the Geographic Information System Consortium ("***GISC***");

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the "***Services***") in connection with the Municipality's geographical information system **(**"***GIS***");

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1
SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as ***Attachment 1*** ("***Statement of Work***"), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2
PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the "***Municipality Manager***") in accordance with the terms set forth in this Contract and each relevant Statement of Work**.**

SECTION 3
RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4
PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5
TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "***Initial Term***").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "***Renewal Term***").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6
TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7
CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors ("***Consultant Personnel***") that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant's use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8
ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

SECTION 9
CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant herby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10
LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11
CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in ***Attachment 2*** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12
GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "***Act***"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "***Applicable Regulations***")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "***Department***") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq*.; or (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*.

12.3 Sexual Harassment Policy. The Consultant 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).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

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

12.14 Good Faith Negotiation**.** Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("***Dispute***"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality:	Village of Winnetka 510 Green Bay Rd Winnetka, IL 60093 Attention: Jim Bernahl E-mail: jbernahl@winnetka.org
If to Consultant:	Municipal GIS Partners, Incorporated 701 Lee Street, Suite 1020 Des Plaines, IL 60016 Attention: Thomas Thomey E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[**REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:		**VILLAGE OF WINNETKA**	
By:		By:	
Name:		Name:	
Its:		Its:	

ATTEST:		**CONSULTANT: MUNICIPAL GIS PARTNERS, INCORPORATED**	
By:	[redacted]	By:	[redacted]
Name:	Brian Dieker	Name:	Thomas A. Thomey
Its:	Business Operations Manager	Its:	President

Attachment 1

Statement of Work
to
GIS Consortium Service Provider Contract

(see attached)

www.mgpinc.com

Attachment 1 – Tradition Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete Geographic Information System (GIS) program staffing with technology cost distribution across GISC members
- Access to all membership solutions and products
- Participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will manage, develop, operate, and maintain all or part of the Village of Winnetka (the Municipality) GIS program, as directed by the Municipality. Additionally, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program, including:

- Technical professionals supporting the Municipality's program needs
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the fulfillment of Municipality requests, execution of planned projects, and maintenance of the Municipality program required to support the system.

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Direct Program Hours

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2026, through December 31, 2026

Direct Program Hours: 659.00

{Onsite presence: Average of 6.18 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.}

Fees and Expenses

The fee for the direct program hours set forth above is **$8,311.17** per month. The total contract value for the agreement period is **$99,734.04**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products, and solutions. Services include:

1. Consulting and reporting with all Municipality departments
2. Project identification, management, and delivery
3. User training and onboarding
4. Resource management and scheduling

Data Management

The Consultant is responsible for the GIS and related data based on priorities as directed by the Municipality, including data creation, management, and delivery.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Formation and support of key data stakeholder teams
5. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Integration with ERP and department systems
4. Identifying and communicating new solution opportunities
5. Managing existing solutions to agreed service levels
6. Infrastructure monitoring, alerting, and mitigation
7. Patching, updating, and securing shared infrastructure
8. Researching and evaluating opportunities for development
9. Resource planning and scheduling
10. Scalability planning and right sizing
11. Technical documentation
12. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. Address Pre-Check: A tool to standardize address data in Municipality systems and workflows

2. Address Verification: A product to assess and score community address quality across department systems

3. Asset Management and Manager Dashboards: A solution that enables the Municipality to manage and visualize infrastructure data and maintenance

4. Community Map Viewer: A publicly accessible map viewer designed for residents and businesses

5. Community-Portal: An address-based portal that integrates and organizes department data for staff, residents, and local businesses

6. Local Government Data Model: A database standard developed for, and in partnership with, members of the GISC

7. myGIS: A secure staff accessible mapping system to discover and analyze all Municipality GIS data

8. Project Sharing Catalog: A resource that showcases available projects and solutions for collaboration, visibility, and reuse across teams

9. Real-Time Solutions: A resource that showcases available projects and solutions for collaboration, visibility, and reuse across teams

10. Story Maps: A tool to consume and visualize data from real-time sensors and assets

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

<u>Attachment 2</u>

Insurance
to
GIS Consortium Service Provider Contract

(see attached)

Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

   1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.

   2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.

   3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

   1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

   2. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-99-2025: Waiving Bidding and Approving a Purchase of Software Licenses from Tyler Technologies, Inc. (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 16, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
The Village has utilized Tyler Technologies as our primary ERP software provider since 2014. The ERP is utilized for accounting, human resources, payroll, timekeeping, permitting and utility billing.

EXECUTIVE SUMMARY:
The Village has secured a quote from Tyler Technologies for user licenses for multiple modules of Tyler's New World ERP in the amount of $107,338.22. The Village budgeted $110,000 in the Information Technology budget, account 630.85.01- 557, for these software licenses. Resolution No. R-99-2025 authorizes the Village President and Village Clerk to waive formal bidding and execute an agreement between the Village and Tyler Technologies for a 12-month lease for an amount not to exceed $107,338.22.

RECOMMENDATION:
Consider adoption of Resolution No. R-99-2024, which approves waiving of formal bidding and approve a purchase order for an amount not to exceed $107,338.22.

ATTACHMENTS:
1. Resolution No. R-99-2025: Waiving Bidding and Approving a Purchase of Software Licenses from Tyler Technologies, Inc.

RESOLUTION NO. R-99-2025

A RESOLUTION WAIVING BIDDING AND APPROVING
<u>A PURCHASE OF SOFTWARE LICENSES FROM TYLER TECHNOLOGIES, INC.</u>

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

WHEREAS, the Village currently operates an Enterprise Resource Planning software package from Tyler Technologies and other ancillary software pursuant to software licenses that will be expiring; and

WHEREAS, the Village has determined that in order continue to efficiently operate, the Village needs to purchase Tyler Technologies and ancillary software licenses (collectively, ***"Software Licenses"***) for the next twelve months; and

WHEREAS, the Village received an invoice from Tyler Technologies, Inc. (***"Contractor"***) of Dallas, Texas to provide the Software Licenses for an amount not to exceed $107,338.22; and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and in accordance with Section IV.3.D of the Village's Purchasing Manual, the bidding requirements may be waived for contracts for supplies and services available from a single source, and which by their nature are not adaptable to competitive bidding; and

WHEREAS, the Village desires to enter into a purchase order with Contractor to provide the Software Licenses (***"Purchase Order"***) in an amount not to exceed $107,338.22; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Purchase Order with Contractor;

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

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

<u>SECTION 2</u>: <u>WAIVER OF COMPETITIVE BIDDING</u>. Pursuant to Sections 4.12.010.A and 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 procurement of the Software Licenses.

SECTION 3: **APPROVAL OF PURCHASE ORDER.** The Village Council approves the Purchase Order in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 4: **AUTHORIZATION TO EXECUTE PURCHASE ORDER.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Purchase Order after receipt by the Village Manager of two executed copies of the final Purchase Order from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Purchase Order from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Purchase Order 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 by the vote of two-thirds of the Trustees.

ADOPTED this 16th day of December, 2025, pursuant to the following roll call vote:

AYES: ______________________________

NAYS: ______________________________

ABSENT: ______________________________

ABSTAIN: ______________________________

Signed

____

Village President

Countersigned:

____

Village Clerk

EXHIBIT A

<u>Quote</u>

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00236104	11/30/25	1 of 3

Bill To: VILLAGE OF WINNETKA
510 GREEN BAY RD
WINNETKA, IL 60093-2552

Delivery To: VILLAGE OF WINNETKA
510 GREEN BAY RD
WINNETKA, IL 60093-2552

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
50302	LOC000030310	LOC000030310	USD	Net45	1/14/2026

Cust PO#	Sales Order	Billing Schedule
	SBI1000-000001814	213-2019WINNET

Contract Date	Description	Quantity	Unit Price	Extended Price
06/10/24	Payments PCI Service Fee (Per Device) 01/01/2026 - 12/31/2026	1	$180.00	$180.00
01/01/19	eRequests - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	Decision Support Base Datamart - Maintenance 01/01/2026 - 12/31/2026	1	$0.00	$0.00
01/01/19	ePayments - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	GASB Reporting - Maintenance 01/01/2026 - 12/31/2026	1	$1,910.65	$1,910.65
01/01/19	Utility Billing (Water/Sewer Base) - Maintenance 01/01/2026 - 12/31/2026	1	$4,245.71	$4,245.71
01/01/19	Business Licensing - Maintenance 01/01/2026 - 12/31/2026	1	$1,697.65	$1,697.65
01/01/19	Leave Management - Maintenance 01/01/2026 - 12/31/2026	1	$1,681.98	$1,681.98
01/01/19	Accounting/General Ledger - Maintenance 01/01/2026 - 12/31/2026	1	$6,361.51	$6,361.51
01/01/19	UM Analytics - Maintenance 01/01/2026 - 12/31/2026	1	$1,486.26	$1,486.26
01/01/19	eUtilities - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	PC Cash Register Interface - Maintenance 01/01/2026 - 12/31/2026	1	$1,503.45	$1,503.45
01/01/19	Meter and Device Inventory - Maintenance 01/01/2026 - 12/31/2026	1	$1,273.24	$1,273.24
01/01/19	Integrated Credit Card Processing - Maintenance 01/01/2026 - 12/31/2026	1	$1,503.45	$1,503.45
01/01/19	Parcel Management - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	Bank Reconciliation - Maintenance 01/01/2026 - 12/31/2026	1	$636.92	$636.92

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00236104	11/30/25	2 of 3

Contract Date	Description	Quantity	Unit Price	Extended Price
01/01/19	eBenefits Admin - Maintenance 01/01/2026 - 12/31/2026	1	$848.84	$848.84
01/01/19	Code Enforcement - Maintenance 01/01/2026 - 12/31/2026	1	$1,273.24	$1,273.24
01/01/19	Service Order Processing - Maintenance 01/01/2026 - 12/31/2026	1	$2,122.07	$2,122.07
01/01/19	Grant Accounting - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	eBenefits Admin - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	Cashiering - Maintenance 01/01/2026 - 12/31/2026	1	$2,953.23	$2,953.23
01/01/19	Position Budgeting - Maintenance 01/01/2026 - 12/31/2026	1	$848.84	$848.84
01/01/19	Municipal Inspections - Maintenance 01/01/2026 - 12/31/2026	1	$3,100.89	$3,100.89
01/01/19	eTimesheets - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	ePermits - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	Request for Services Tracking - Maintenance 01/01/2026 - 12/31/2026	1	$1,910.65	$1,910.65
01/01/19	Automatic Meter Read(AMR) - Maintenance 01/01/2026 - 12/31/2026	1	$848.84	$848.84
01/01/19	eSupplier - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	Bid & Quote Management - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	Fixed Assets - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	User License to Unlimited Site License - Maintenance 01/01/2026 - 12/31/2026	1	$4,523.97	$4,523.97
01/01/19	Employee Event Tracking - Maintenance 01/01/2026 - 12/31/2026	1	$848.84	$848.84
01/01/19	Contract Management - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	eLicense - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	GIS Data Views - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	ePersonnel (Employee, Timesheets, Ben Admin, Recruit) - Maintenance 01/01/2026 - 12/31/2026	1	$848.84	$848.84
01/01/19	Payroll/HR - Maintenance 01/01/2026 - 12/31/2026	1	$5,518.94	$5,518.94
03/30/18	Permits - Maintenance 01/01/2026 - 12/31/2026	1	$3,099.32	$3,099.32

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00236104	11/30/25	3 of 3

Contract Date	Description	Quantity	Unit Price	Extended Price
01/01/19	eEmployee - Maintenance 01/01/2026 - 12/31/2026	1	$2,122.07	$2,122.07
01/01/19	CD Analytics - Maintenance 01/01/2026 - 12/31/2026	1	$1,503.44	$1,503.44
01/01/19	Third Party Applicant Interface - Maintenance 01/01/2026 - 12/31/2026	1	$1,158.91	$1,158.91
01/01/19	eSuite Base (Payments) - Maintenance 01/01/2026 - 12/31/2026	1	$2,122.07	$2,122.07
01/01/19	HR Analytics - Maintenance 01/01/2026 - 12/31/2026	1	$1,486.26	$1,486.26
01/01/19	Purchasing-Purchase Orders and Requisitions - Maintenance 01/01/2026 - 12/31/2026	1	$1,910.65	$1,910.65
01/01/19	GIS Integration - Community Development - Maintenance 01/01/2026 - 12/31/2026	1	$3,183.87	$3,183.87
01/01/19	GIS Integration - UB - Maintenance 01/01/2026 - 12/31/2026	1	$424.42	$424.42
01/01/19	eBid - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	Project Accounting - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/01/19	FM Analytics - Maintenance 01/01/2026 - 12/31/2026	1	$1,486.26	$1,486.26
01/01/19	Misc Billing & Receivables - Maintenance 01/01/2026 - 12/31/2026	1	$1,061.84	$1,061.84
01/27/23	Advanced Scheduling Mobile - Subscription 01/01/2026 - 12/31/2026	1	$2,722.73	$2,722.73
01/27/23	Advanced Scheduling - Subscription 01/01/2026 - 12/31/2026	1	$8,104.53	$8,104.53
01/27/23	Time & Attendance Mobile Access License - Subscription 01/01/2026 - 12/31/2026	1	$3,476.35	$3,476.35
01/27/23	Time & Attendance - Subscription 01/01/2026 - 12/31/2026	1	$8,358.05	$8,358.05

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	$ 107,338.22
Sales Tax	$0.00
Total	$ 107,338.22

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-101-2025: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 16, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
The Village began utilizing Ankura for consulting services related to information technology beginning in 2020.

EXECUTIVE SUMMARY:
Ankura has submitted a renewal proposal to continue to perform consulting services related to information technology for fiscal year 2026. The total cost of the agreement will range from $118,000 to $142,000, which is in-line to last year's proposal, which had a quoted range of $120,000 - $135,500. The total annual spend for the fiscal year will vary depending on the extent of utilization. The Village budgeted $146,500 for these services in the 2026 Information Technology budget. Ankura has provided the Village with similar services at an exemplary level and are uniquely qualified to continue consulting for the Village. Note that the Ankura contract contains sensitive information regarding the Village's IT infrastructure and cybersecurity and is not publicly available for security reasons.

RECOMMENDATION:
Staff recommends approving Resolution No. R-101-2025: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services.

ATTACHMENTS:
1. Resolution No. R-101-2025: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services

RESOLUTION NO. R-101-2025

A RESOLUTION APPROVING AN AGREEEMENT WITH ANKURA CONSULTING GROUP, LLC FOR CONSULTING SERVICES

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

WHEREAS, the Village desires to retain a firm to provide the Village cybersecurity risk mitigation services (***"Services"***); and

WHEREAS, the Village has extensively researched firms that provided Services; and

WHEREAS, the Village desires to retain Ankura Consulting Group, LLC (***"Consultant"***) to provide the Services; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to approve an agreement with Consultant to perform the Services;

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

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

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves an agreement with Consultant for the Services substantially in the form of **Exhibit A** (***"Agreement"***) attached hereto and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEEMNT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 16th day of December, 2025, pursuant to the following roll call vote:

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

Signed

____
Village President

Countersigned:

____
Village Clerk

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-102-2025: Approving a Proposal with CivicPlus LLC for Software Services (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: December 16, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
The has been using software services provided by Civic Plus in 2019.

EXECUTIVE SUMMARY:
The Village of Winnetka began using software services provided by Civic Plus in 2019 when Civic Plus was chosen as the Village's website provider. In 2022, the Village added agenda management services to the annual contract. For 2026, the contract includes the civic clerk agenda packet suite, accessibility, Village code hosting, social media archiving and website hosting and design services. The Village budgeted for this expense in the Information Technology budget.

RECOMMENDATION:
Staff recommends approving Resolution No. R-102-2025: Approving a Proposal with CivicPlus LLC for Software Services.

ATTACHMENTS:
1. Resolution No. R-102-2025: Approving a Proposal with CivicPlus LLC for Software Services

RESOLUTION NO. R-102-2025

A RESOLUTION APPROVING A PROPOSAL WITH CIVICPLUS LLC FOR SOFTWARE SERVICES

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

WHEREAS, the Village previously entered into an agreement with CivicPlus LLC (***"CivicPlus"***) for software services including, but not limited to, website and agenda management services (***"Services"***); and

WHEREAS, the Village received a proposal from CivicPlus for its annual renewal of the Services to be performed in 2026 in an amount not need to exceed $59,647.43 (***"Proposal"***); and

WHEREAS, the Village desires to approve the Proposal from CivicPlus to continue the Services for 2026; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to approve the Proposal with CivicPlus;

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 PROPOSAL. The Village Council hereby approves the purchase by the Village for the Services, in the total amount of $59,647.43 as provided in the Proposal attached to this Resolution as **Exhibit A.**

SECTION 3: EXECUTION OF REQUIRED DOCUMENTS. The Village President and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all purchase orders and documents necessary to complete the purchase of the Services authorized pursuant to Section 2 of this Resolution.

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

[signature page follows]

ADOPTED this 16th day of December 2025, pursuant to the following roll call vote:

AYES: ____

NAYS: ____

ABSENT: ____

ABSTAIN: ____

Signed

____

Village President

Countersigned:

____

Village Clerk

EXHIBIT A

PROPOSAL

Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#357491

1/1/2026

Bill To

Kristin Kazenas
Village of Winnetka, IL
510 Green Bay Road
Winnetka IL 60093

TOTAL DUE

$59,647.43

Due Date: 1/31/2026

Terms	Customer	Quote #	Approving Authority
Net 30	Village of Winnetka, IL	Q-107834	Kristin Kazenas

Qty	Item	Start Date	End Date	Amount
1	OrdLink Subscription	1/1/2026	12/31/2026	$183.78
1	Online Code Hosting Premium Bundle	1/1/2026	12/31/2026	$1,443.75
1	Quarterly Electronic Supplementation Service Included	1/1/2026	12/31/2026	$0.00
1	MuniDocs Subscription: Up to 25 GB	1/1/2026	12/31/2026	$420.00
1	Full-Service Supplementation Subscription	1/1/2026	12/31/2026	$3,885.00
1	Annual Print Supplementation Service Included	1/1/2026	12/31/2026	$0.00
3	Printed Copies and Freight Included – up to [3] copies	1/1/2026	12/31/2026	$0.00
1	Social Media Archiving - Economy	1/1/2026	12/31/2026	$4,617.27
1	NextRequest Standard Annual Fee	1/1/2026	12/31/2026	$11,893.77
1	AMM Select: Pro Annual Fee	1/1/2026	12/31/2026	$5,955.75
1	AMM Select: Live Meeting Manager Annual Fee	1/1/2026	12/31/2026	$4,726.35
1	CivicPlus Media Annual Fee	1/1/2026	12/31/2026	$8,605.80
1	SSL Management CP Provided Only 1 per domain (Annually Renews)	1/1/2026	12/31/2026	$0.00
1	Hosting & Security Annual Fee - Municipal Websites Central Renewal	1/1/2026	12/31/2026	$904.34
1	60 Month Redesign Premium Annual - Municipal Websites Central Renewal	1/1/2026	12/31/2026	$1,507.22
1	Annual - Municipal Websites Central Renewal	1/1/2026	12/31/2026	$3,553.85

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#357491

1/1/2026

Qty	Item	Start Date	End Date	Amount
1	AudioEye Managed: https://www.villageofwinnetka.org/	1/1/2026	12/31/2026	$4,373.25
5	Plug-in for Adobe Acrobat and Word/PowerPoint Remediation Tool Software License	1/1/2026	12/31/2026	$7,577.30

Total	$59,647.43
Due	**$59,647.43**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-103-2025: Waiving Competitive Bidding and Approving a Contract with Teska Associates, Inc. for Professional Landscape and Architectural Design Services (Adoption)

PRESENTER: Scott Mangum

AGENDA DATE: December 16, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:
At the October 14, 2025, Village Council Study Session, the Village Council reviewed the background of previous discussions about redevelopment of the current US Post Office site in the West Elm Business District, provided direction for demolition of the existing building and restoration options, and provided direction about consulting for additional design services. Specifically, the Council requested direct public engagement regarding the future use of the site.

EXECUTIVE SUMMARY:
INTRODUCTION
On Tuesday, December 16, 2025, the Village Council is scheduled to consider Resolution R-103-2025, Approving a Contract with Teska Associates, Inc., for Professional Landscape and Architectural Design Services to perform public engagement and prepare site planning concepts for future development of the site (**Attachment A**). The Resolution would authorize the spending of $58,980 for professional services, to prepare site plan concepts for the Post Office site in the West Elm Business District.

COMPREHENSIVE PLAN, DOWNTOWN MASTER PLAN, AND DOWNTOWN MASTER STREETSCAPE AND SIGNAGE PLAN
The Winnetka Futures 2040 Plan, the Comprehensive Plan for the Village, contains the following vision statement regarding Vibrant Business Districts and includes the following related streetscape goals and initiative to achieve that vision:

<u>Vision Statement</u>: A community with a strong commitment to supporting and enhancing its unique, walkable, mixed-use business districts, which serve both as the community's commercial and social centers.

Goal 2.5: The Village will partner with others to provide public infrastructure to support vibrant business districts.

Initiative 2.5.4: Provide community gathering and event spaces unique to the needs of each of the three business districts.

The goals and initiatives in the Comprehensive Plan further the goals and initiatives identified in the Downtown Master Plan, which was adopted in November 2016 and the Downtown Master Streetscape and Signage Plan. All three documents included discussion of or concepts for the development of the Post Office site. The development and adoption of the Comprehensive Plan, the Downtown Master Plan, and the Downtown Master Streetscape and Signage Plan have all included participation of community members.

POST OFFICE SITE CONCEPT PLANNING Services scope of work
Teska will provide the Village with professional design services for the preparation of site planning concepts for the Post Office site. The scope builds upon the Village's previous planning studies with site planning metrics, economic analyses, zoning assessments and illustrative renderings. A strategic engagement program is scoped to invite review and feedback and includes a community input poll, focus group meetings, community open house and online engagement activity, and Council presentation. The outcomes of this planning and engagement effort include 4 preliminary concepts, a summary of community feedback, recommendations for 1-2 site plan concepts and Council direction for staff to proceed with a preferred concept(s).

Staff solicited the proposal from Teska given the firm's planning and streetscape work within the community, which has included:

- Completion of a Downtown Master Plan in 2016 that included extensive community engagement;
- Development and implementation of the East Elm Business District streetscape improvements;
- Development of streetscape concepts for Green Bay Road in the Hubbard Woods Business District in conjunction with the Village of Glencoe;
- Development of streetscape concepts for Green Bay Road between Winnetka Avenue and Kenilworth Avenue (the Indian Hill Business District streetscape concept design project), which is a joint project with the Village of Kenilworth; and
- Development and implementation of streetscape and site improvements for the 93 Green Bay Road project in the Indian Hill Business District.

Additionally, at the October 14, 2025, Study Session the Village Council noted the successful public engagement in the recent streetscape concept plans, performed by Teska, and stated the need to complete the Post Office concept planning process expeditiously.

BUDGET CONSIDERTIONS
The total cost for the professional services agreement with Teska for Hubbard Woods Business District design services would be $58,980. Given the amount is over $50,000, the Village Council must approve the authorization to spend these funds. The 2026 Business District Revitalization Fund, account 420.15.01-620, includes $250,000, listed as Construction Design of the Post Office Plaza.

RECOMMENDATION:
The Council is scheduled to consider Resolution R-103-2025, Waiving Competitive Bidding and Approving a Contract with Teska Associates, Inc., for Professional Landscape and Architectural Design Services.

ATTACHMENTS:

1. Resolution No. R-103-2025: Professional Design and Architectural Services for Post Office Site Planning and Engagement

A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING A CONTRACT WITH TESKA ASSOCIATES, INC. FOR PROFESSIONAL LANDSCAPE AND ARCHITECTURAL DESIGN SERVICES

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

WHEREAS, the Village desires to obtain professional landscape and architectural design services for the Village's Post Office Site Planning and Engagement Project (***"Services"***); and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code the bidding requirements may be waived for contracts which by their nature are not adaptable to competitive bidding; and

WHEREAS, Village staff has previously engaged Teska Associates, Inc. (***"Consultant"***) for other design services in the Village and have been satisfied with their performance; and

WHEREAS, Consultant submitted a proposal to the Village to perform the Services in an amount not to exceed $58,980.00; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Services 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 a contract with Consultant for Consultant to provide the Services in an amount not to exceed $58,980.00 (***"Contract"***); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the Services; and (ii) enter into a Contract with Consultant for Consultant to provide the Services;

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 Sections 4.12.010.A and 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 procurement of the Services.

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

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 Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from the Consultant 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 16th day of December 2025, pursuant to the following roll call vote:

AYES: ____________________

NAYS: ____________________

ABSENT: ____________________

ABSTAIN: ____________________

Signed

____

Village President

Countersigned:

____

Village Clerk

EXHIBIT A

<u>CONTRACT</u>

VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT
FOR *Post Office Site Planning and Engagement*

THIS AGREEMENT (***"Agreement"***) is dated as of the ____ day of December, 2025 (***"Effective Date"***) and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (***"Village"***), and Teska Associates, Inc., an Illinois Corporation (***"the Consultant"***) (collectively, the ***"Parties"***).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant to provide all necessary services and to perform the work in connection with the project described as follows: provide Professional Landscape Architecture Design Services, includes a community input poll, focus group meetings, community open house and online engagement activity, and Council presentation. The outcomes include 4 preliminary concepts, a summary of community feedback, recommendations for 1-2 site plan concepts and Council direction to proceed with a preferred concept(s). (collectively, the ***"Services"***).

B. Services. The Consultant has submitted to the Village a description of the Services to be provided by the Consultant, a copy of which is attached as ***Exhibit A*** to this Agreement (***"Scope of Services"***). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (***"Commencement Date"***). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (***"Time of Performance"***).

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

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

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the

Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

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

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

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

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed $58,980.00 (***"Compensation"***), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the

Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

G. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Manager after approval in accordance with applicable procedures.

H. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services (***"Key Project Personnel"***), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

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

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

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public (***"Confidential Information"***). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*., and any other comparable state or federal laws now existing or adopted later (collectively, the ***"Disclosure Laws"***). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will 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.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq. The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

F. Sexual Harassment Policy. The Consultant 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).

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively ***"Personnel"***) 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. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

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

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

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

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

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

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

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

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Scott Mangum
E-mail: smangum@winnetka.org

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Peter M. Friedman
E-mail: peter.friedman@elrodfriedman.com

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

Teska Associates, Inc.
627 Grove Street
Evanston, Illinois 60601
Attention: Jodi Mariano
Email: JMariano@teskaassociates.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Corporate Authorities.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. 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 of Lake 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 of Lake County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

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

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

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5 and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

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

ATTEST:	**VILLAGE OF WINNETKA**
By: ____________________________ Village Clerk	By: __________________________________ Village Manager
ATTEST:	**TESKA ASSOCIATES, INC.**
By:_____________________________	By: ______________________________
Title:___________________________	Its: ______________________________

<u>EXHIBIT A</u>

PROPOSAL

Date: 21 November 2025

To: Scott Mangum, AICP, Community Development Director, 847.716.3526, smangum@winnetka.org

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

From: Jodi Mariano, PLA, Vice President of Design, 847.563.9734, jmariano@teskaassociates.com

Teska Associates 627 Grove Street, Evanston, IL, 60201

Re: Professional Landscape Architectural Design Services Proposal – *Post Office Site Planning + Engagement*

Dear Scott,

Teska is pleased to offer the enclosed proposal to provide Professional Landscape Architecture Design Services for the Village's Post Office Site Planning and Engagement project. The Scope described herein builds upon the Village's previous planning studies with site planning metrics, economic analyses, zoning assessments and illustrative renderings. A strategic engagement program is scoped to invite review and feedback and includes a community input poll, focus group meetings, community open house and online engagement activity, and Council presentation. The outcomes of this planning and engagement effort include 4 preliminary concepts, a summary of community feedback, recommendations for 1-2 site plan concepts and Council direction for staff to proceed with a preferred concept(s).

SCOPE OF WORK + INTRODUCTION

The Post Office site is controlled by the Village of Winnetka and leased to the USPS. With the multiple systems in the building beyond their useful life, the USPS is expected to vacate the building in the future. The Village has evaluated multiple site redevelopment scenarios in previous years, as documented in the following studies:

- Ad Hoc Post Office Committee Report and Post Office Site Redevelopment Scenarios (2007)
- Downtown Master Plan and Post Office Site Redevelopment Scenarios (2016)
- Winnetka Downtown Streetscape and Signage Plan (2018)
- Winnetka Futures 2040 Comprehensive Plan and Post Office Plaza Concept Plan (2022)

The purpose of this assignment is to build on previous planning efforts and to develop site plan concepts supported by site planning metrics, economic analyses, zoning assessments and illustrative renderings for review and feedback by staff, elected officials, stakeholders and the community.

The study area is generally bounded by Dwyer Park to the west, Elm Street to the north, Chestnut Street to the east and Oak Street to the south, and as shown on the following page. Surrounding areas, including the downtown streetscape, Moffat Mall and residential areas will be evaluated for context and incorporated into the design work.

Village of Winnetka Post Office Site – study area

SCOPE OF SERVICES. *Teska proposes to provide the following services associated with the above-referenced project:*

WINNETKA POST OFFICE SITE PLANNING + ENGAGEMENT

PHASE 1: Preliminary Concepts + Engagement

1. ***Staff Kickoff Meeting.*** Meet with staff to review and confirm the project scope, schedule, and public outreach. During this meeting we will discuss and sketch 4 strategies to guide the concept plan development.

2. ***Community Input Survey***. Produce a web-based survey that introduces the project, summarizes the parcel's planning history, asks questions about planning principles, desired uses and functions and invites feedback via visual preference survey questions. Prepare communications announcements for staff's use in distributing to the community. Digital postcards will be provided for staff's use to distribute to neighbors surrounding the project area. Collect and summarize survey feedback for the Village's use in reporting back to the community.

3. ***Preliminary Concept Development and Economic Analysis***. Based on the concepts prepared to date, prepare up to 4 concepts that depict a range of development types and intensities. Concepts will explore mixed use, commercial, residential, open space, structured and surface parking. Concepts will be presented in plan view, supported by site data, metrics, and comparable imagery to describe development characteristics. A concept level economic analysis will be prepared to support each concept to help understand the fiscal impact associated with each development concept (net increases in municipal revenues and potential incremental municipal costs), including potential public and private investments.

4. ***Focus Group Meetings.*** Meet with staff, elected officials, and businesses / chamber to receive feedback about the concepts. Focus group meetings would be conducted over the course of (2) days in person or online. Collect and summarize all focus group meeting results and prepare a summary memo for staff review. Meeting logistics shall be by staff.

PHASE 2: Refined Concepts and Engagement

5. ***Refined Concepts, Illustrative Renderings and Staff Review.*** Based on focus group and staff feedback, prepare refined concepts and illustrative renderings for staff review prior to the community review. Illustrative renderings shall include 3D renderings to help convey the characteristics of each concept.

6. ***Community Open House and Online Engagement Activity***. Conduct an open-house style meeting that is designed to receive community feedback. Meeting logistics shall be by staff. Prepare digital announcements for staff's use in distributing throughout the community. During the meeting, illustrative and engaging exhibits will be displayed throughout the meeting room and may include the following: *Project introduction and history; Community survey results; Illustrative concepts; data and metrics; and comparable photographs.* Following the meeting, issue an online version of the Community Open House for additional feedback. Collect and summarize all engagement results and prepare a summary memo for staff review.

7. ***Recommended Concepts, Zoning Assessment and Staff Review.*** Based on outcomes of the community feedback, and based on staff's direction, prepare zoning assessments for up to two concepts that compares preferred concepts to existing zoning standards and identifies any potential exceptions that may be needed to accommodate the development concepts.

8. ***Council Presentation.*** Present all work conducted to date at a regularly scheduled Village Council meeting. Teska will make a slide show presentation, address clarifications and questions. The presentation will include a summary of public responses, staff recommendations for preferred concept(s) and relative zoning assessments. The purpose of this meeting will be to receive Council direction to proceed with a final concept(s) and potential to engage in partnerships with the development community.

9. ***Final Deliverable.*** Upon final direction from the Council and Staff, Teska will prepare a technical memorandum that summarizes all work and public outreach conducted to date and presents Council's direction regarding preferred concept(s).

END OF SCOPE

Additional services available separately:

- Additional meetings beyond those described above
- Additional concepts beyond those described above

PROFESSIONAL FEES. Professional fees associated with the Village of Winnetka Post Office Site Planning + Engagement project are detailed below:

	Professional Design Fees	**Reimbursables** *(travel / reproductions)*	**Subtotal**
Phase 1: Preliminary Concepts + Engagement	$20,600	$200	$20,800
Phase 2: Refined Concepts + Engagement	$37,680	$500	$38,180
TOTAL FEES + REIMBURSABLES			**$58,980**

Teska's hourly rates follow below:

- Project Mgr / Principal Landscape Architect: $180 / hr
- Principal Planner: $180 / hr
- Associate Landscape Architect: $130 / hr
- Associate Planner: $130 / hr

PROJECT SCHEDULE. Below is an anticipated timeline for this project:

Phase 1: Preliminary Concepts + Engagement	
• December 2025	Staff Kickoff Meeting
• January – February 2026	Community Input Survey *(Survey duration: 6-8 weeks)*
• March	Preliminary Concept Development and Economic Analysis
• April	Focus Group Meetings
Phase 2: Refined Concepts + Engagement	
• May	Refined Concepts, Illustrative Renderings and Staff Review
• June - July	Community Open House and Online Engagement Activity *(Survey duration: 6-8 weeks)*
• August - September	Recommended Concepts, Zoning Assessment and Staff Review
• Early October	Council Presentation
• Late October	Final Technical Memo

We appreciate the opportunity to assist with this important project. I will serve as project manager. Please contact me if we can assist with any questions or clarifications.

Regards,

[redacted]

Jodi Mariano, PLA, Vice President of Design, Teska Associates, JMariano@TeskaAssociates.com, 847.563.9734

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

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

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

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

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

F. Owner as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of Winnetka, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

Additional Insured	Policy or Policies
______________________	____________________________
______________________	____________________________
______________________	____________________________

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

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

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

2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to GIS Data.**

   a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;

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

   c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;

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

   e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: 2026 Council Study Session Planning and Policy Direction

PRESENTER: Kristin Kazenas

AGENDA DATE: December 16, 2025

CONSENT: No

ITEM TYPE: New Business

ITEM HISTORY:
June 10, 2025 - At the Council study session, there was a general discussion regarding policy matters for future agendas.

EXECUTIVE SUMMARY:
Council approved the 2026 meeting schedule on December 2, 2025, noting that the Council study sessions would be scheduled as needed. The following schedule outlines the planned study sessions for 2026, based upon the Council policy matters for future agendas discussed at the study session on June 10, 2025. Note that these dates are tentative, preliminary, and are subject to change.

February 10, 2026 - Council plans to discuss the Western and Eastern Winnetka stormwater projects.

April 14, 2026 - Council plans to discuss open space considerations and Village owned street-ends at the lakefront.

May 12, 2026 - Council plans to discuss long-term capital planning priorities and funding.

June 9, 2026 - Council plans to discuss the planned update of the Zoning Code.

October 13, 2026 - Council will review feedback from the community regarding the former post office site, and provide policy direction about next steps.

In addition, Council plans to review certain projects and provide policy direction at regularly scheduled meetings in 2026. Tentative project reviews are planned for the Hubbard Woods parking deck repair (January 6, 2026); the Tower Road pier repair (January 20, 2026); the Climate Action Plan (March 3, 2026); regulations for ground mounted solar panels (March 3, 2026); the Green Bay Trail project (April 21, 2026); and the Hubbard Woods streetscape (September 15, 2026).

RECOMMENDATION:
Provide policy direction regarding the tentative study session schedule for 2026.

ATTACHMENTS:
None