

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
December 17, 2019
7:00 p.m.

Emails regarding any agenda item are welcomed. Please email contactcouncil@winnetka.org, and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure under the Freedom of Information Act.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) January 7, 2020 Regular Meeting
 - b) January 14, 2020 Study Session
 - c) January 21, 2020 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
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- 8) Ordinances and Resolutions
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- 9) Old Business: None.
- 10) New Business: None.
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

All agenda materials are available at [villageofwinnetka.org](http://www.villageofwinnetka.org) (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village's web site: <http://www.villageofwinnetka.org/government/village-videos/>.

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, 847-716-353546; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
November 19, 2019**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, November 19, 2019, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, John Swierk, and Anne Wedner. Absent: Trustee Penny Lanphier. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter Friedman, Finance Director Tim Sloth, Assistant Finance Director Tony Vazquez, and approximately 6 persons in the audience.
- 2) Pledge of Allegiance. Trustee Coladarci led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) December 3, 2019 Regular Meeting. All of the Council members present said they expect to attend.
 - b) December 10, 2019 Study Session. All of the Council members present except President Rintz said they expect to attend.
 - c) December 17, 2019 Regular Meeting. All of the Council members present except Trustee Wedner said they expect to attend.
- 4) Public Comment.

Julie Windsor, Winnetka resident and owner of Beat Street at 552 Lincoln Avenue. Ms. Windsor asked the Village Council to amend Winnetka's sign code to permit lighted signs. She explained that she has a small, lighted "open" sign that helps passersby to see that her store is open for business. She distributed a photo of the sign for the Council's review.

[Trustee Lanphier arrived at 7:08 PM.]

Trustee Wedner said the community should be fine with a small lit-up sign and added that the Village should revisit the sign code.

President Rintz asked Community Development Director David Schoon to clarify the Village's sign code. Mr. Schoon explained that while some types of illumination are allowed, internally illuminated, halo, and external lights are not permitted; he added that the Village's sign regulations need a thorough review. President Rintz asked Mr. Schoon to get an opinion from the Design Review Board, and then the Council can discuss the matter at a Study Session.

Michael Flanagan, Loyola student. Mr. Flanagan asked when the bridge construction on Winnetka Avenue would be finished. Manager Bahan explained that since this is a County project, the Village would have to contact the County for that information.

5) Reports:

- a) Trustees. None.
- b) Attorney. None.
- c) Manager. None.
- d) Village President. President Rintz had several items: (i) Winnetka has been named the best suburb in Illinois by *24/7 Wall Street*; (ii) the Village continues to negotiate with District 36 and the Park District on stormwater detention and is hopeful the agreements will be ready for adoption soon; and (iii) Winnetka's Holiday Market and Tree Lighting is scheduled for December 6 at Dwyer Park.

6) Approval of the Agenda. Trustee Wedner, seconded by Trustee Cripe, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agenda

- a) Village Council Minutes.
 - i) October 29, 2019 Budget Meeting.
- b) Approval of Warrant List dated November 1-14, 2019 in the amount of \$1,090,742.77.
- c) Resolution No. R-85-2019: Appointing the Village Treasurer (Adoption).

Trustee Coladarci, seconded by Trustee Cripe, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

8) Ordinances and Resolutions.

- a) Public Hearing: FY 2020 Village Budget. President Rintz opened the Public Hearing at 7:26 PM.

Mr. Sloth reviewed the 2020 Budget, which was discussed by the Council at a special budget meeting on October 29. He noted that there is no base property tax increase proposed, and only small fee increases for next year.

After a brief discussion, Trustee Lanphier thanked Village Staff for being so careful and thoughtful in its Budget process. Trustee Cripe added that Manager Bahan and Staff should be commended for not proposing a property tax increase for six consecutive years since it helps to make living in Winnetka more affordable.

- i) Resolution No. R-86-2019: A Resolution Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020 (Introduction).

Trustee Wedner, seconded by Trustee Dearborn, moved to introduce Resolution No. R-86-2019. By voice vote, the motion carried.

- ii) Resolution No. R-87-2019: Utility Rates & Fees (Introduction).

Trustee Wedner, seconded by Trustee Cripe, moved to introduce Resolution No. R-87-2019. By voice vote, the motion carried.

iii) Resolution No. R-88-2019: General Fees (Introduction).

Trustee Cripe, seconded by Trustee Dearborn, moved to introduce Resolution No. R-88-2019. By voice vote, the motion carried.

- b) Property Tax Levy and Abatement Ordinances. Mr. Sloth reviewed the Ordinances required for the Village's tax levy each year, including a Special Service Area that only the residents in the area pay, and two Ordinances to abate tax levies on General Obligation Bond issues in 2013 and 2014.

There were no comments from the Council or audience.

i) Ordinance No. M-18-2019: An Ordinance Levying Taxes for the Year 2019 (Introduction).

Trustee Wedner, seconded by Trustee Cripe, moved to introduce Ordinance No. M-18-2019. By voice vote, the motion carried.

ii) Ordinance No. M-19-2019: An Ordinance Levying Taxes for the Year 2019 for Village of Winnetka, Cook County, Illinois Special Service Area No. 3 (Introduction).

Trustee Swierk, seconded by Trustee Cripe, moved to introduce Ordinance No. M-19-2019. By voice vote, the motion carried.

iii) Ordinance No. M-20-2019: An Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal of and Interest on \$9,000,000 General Obligation Bonds, Series 2013, of the Village of Winnetka, Cook County, Illinois (Introduction).

Trustee Coladarci, seconded by Trustee Lanpher, moved to introduce Ordinance No. M-20-2019. By voice vote, the motion carried.

iv) Ordinance No. M-21-2019: An Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal of and Interest on \$7,500,000 General Obligation Bonds, Series 2014, of the Village of Winnetka, Cook County, Illinois (Introduction).

Trustee Wedner, seconded by Trustee Cripe, moved to introduce Ordinance No. M-21-2019. By voice vote, the motion carried.

- c) Ordinance No. M-22-2019: Amending a Special Use Ordinance for a Parking Lot at 454-462 Winnetka Avenue (Introduction & Adoption). Mr. Schoon reviewed this request to amend a special use permit to allow the building's owner to lease currently unused parking spaces to non-tenants.

The applicant, Hajdar Sabovic, explained that he has had difficulty renting the office space in his building, and the income from renting the parking spaces would be helpful to him.

The Council discussed the request, and ascertained that the rental spaces would be terminated for any new tenants that may take occupancy in the building.

Trustee Swierk, seconded by Trustee Wedner, moved to waive introduction of Ordinance No. M-22-2019. By roll call vote, the motion failed. Trustees Coladarci, Cripe, Dearborn, Swierk, and Wedner. Nays: Trustee Lanphier. Absent: None.

Trustee Wedner, seconded by Trustee Cripe, moved to introduce Ordinance No. M-22-2019. By voice vote, the motion carried.

9) Old Business. None.

10) New Business: None.

11) Appointments: None.

12) Closed Session. None.

13) Adjournment. Trustee Dearborn, seconded by Trustee Cripe, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:13 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
December 3, 2019**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, December 3, 2019, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:04 p.m. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, John Swierk, and Anne Wedner. Absent: None. Also present: Village Manager Robert Bahan, Village Attorney Peter Friedman, Public Works Director Steve Saunders, Finance Director Tim Sloth, Police Chief Marc Hornstein, and approximately 5 persons in the audience.
- 2) Pledge of Allegiance. Trustee Wedner led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) December 10, 2019 Study Session. All of the Council members present except President Rintz said they expect to attend.
 - b) December 17, 2019 Regular Meeting. All of the Council members present except Trustee Wedner said they expect to attend.
 - c) January 7, 2020 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment.

Pat Balsamo, Cherry Street. Ms. Balsamo commended the Village's Water Department for its efficient and professional replacement of her water meter; and the Public Works Department for its quick pickup of debris after the recent wind storm

Katherine Casale McNally, the 2019 Winnetka Caucus Chair, presented the 2019 Winnetka Caucus Council Village Platform and results of the Village Survey, along with the two Caucus planks for the Village in 2020.
- 5) Gasoline-Powered Leaf Blower Presentation.

Louisa Hernandez, fourth-grade student at Crow Island School. Louisa listed three main problems with the use of gas-powered leaf blowers: (i) potential hearing damage; (ii) increased air pollution; and (iii) inability to enjoy one's home and yard in peace and quiet. She proposed a ban on gas-powered leaf blowers in Winnetka.

Trustee Lanphier thanked Louisa for bringing the issue to the Council's attention. She recommended educating Winnetka's school children about the issue, which would help to get their parents on board. She noted that the employees of landscape companies are also suffering from the fumes and noise of gas-powered leaf blowers.

Trustee Cripe commented that he has an electric leaf blower, and he strongly supports a ban on gas-powered leaf blowers, as the electric technology has come a long way since the Village's first summertime ban on gas-powered leaf blowers was enacted.

President Rintz agreed that the Village can work with students and the community to potentially prohibit gas-powered leaf blowers. He explained that the Council would discuss the issue further at an upcoming Study Session.

6) Reports:

- a) Trustees. None.
- b) Attorney. None.
- c) Manager. None.
- d) Village President. President Rintz invited the community to the upcoming holiday tree lighting; noted that stormwater negotiations continue with the Park District and District 36; and said he had been contacted by the owners of the One Winnetka parcel about bringing in yet another concept proposal.

7) Approval of the Agenda. Trustee Wedner, seconded by Trustee Cripe, moved to approve the Agenda. By voice vote, the motion carried.

8) Consent Agenda

- a) Village Council Minutes.
 - i) November 5, 2019 Regular Meeting.
 - ii) November 12, 2019 Study Session.
- b) Approval of Warrant List dated November 15 - 27, 2019 in the amount of \$1,094,780.70.
- c) Ordinance No. M-22-2019: Amending a Special Use Ordinance for a Parking Lot at 454-462 Winnetka Avenue (Adoption).
- d) Resolution No. R-89-2019; Waiving Bidding and Approving A Contract With Fairbanks Morse LLC For Repairs To Diesel Generator Turbocharger (Adoption).

Trustee Wedner, seconded by Trustee Cripe, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

9) Ordinances and Resolutions.

- a) Budget and Rate Resolutions. Mr. Sloth gave a final review of the 2020 Budget and rate resolutions, which were thoroughly discussed at the Budget meeting in October.

Trustee Wedner commented that the Caucus platform does not reflect the Village's flat property tax for six consecutive years; the community needs to know how carefully the Village manages its finances.

- i) Resolution No. R-86-2019: A Resolution Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020 (Adoption).

Trustee Dearborn, seconded by Trustee Lanphier, moved to adopt Resolution No. R-86-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

ii) Resolution No. R-87-2019: Utility Rates & Fees (Adoption).

Trustee Lanphier, seconded by Trustee Wedner, moved to adopt Resolution No. R-87-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

iii) Resolution No. R-88-2019: General Fees (Adoption).

Trustee Lanphier, seconded by Trustee Wedner, moved to adopt Resolution No. R-88-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

b) Property Tax Levy and Abatement Ordinances. Mr. Sloth explained the tax levy process and noted for the sixth consecutive year, the Village is not raising property taxes on existing residents.

i) Ordinance No. M-18-2019: An Ordinance Levying Taxes for the Year 2019 (Adoption).

Trustee Dearborn, seconded by Trustee Cripe, moved to adopt Ordinance No. M-18-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

ii) Ordinance No. M-19-2019: An Ordinance Levying Taxes for the Year 2019 for Village of Winnetka, Cook County, Illinois Special Service Area No. 3 (Adoption).

Trustee Cripe, seconded by Trustee Wedner, moved to adopt Ordinance No. M-19-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

iii) Ordinance No. M-20-2019: An Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal of and Interest on \$9,000,000 General Obligation Bonds, Series 2013, of the Village of Winnetka, Cook County, Illinois (Adoption).

Trustee Cripe, seconded by Trustee Wedner, moved to adopt Ordinance No. M-20-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

iv) Ordinance No. M-21-2019: An Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal of and Interest on \$7,500,000 General Obligation Bonds, Series 2014, of the Village of Winnetka, Cook County, Illinois (Adoption).

Trustee Cripe, seconded by Trustee Wedner, moved to adopt Ordinance No. M-21-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

c) Ordinance No. MC-10-2019-Amending the Village Code Concerning Cannabis and Drug Paraphernalia (Introduction). Chief Hornstein explained that the Village needs to bring its Cannabis Code into full compliance with State Statute before recreational cannabis becomes legal on January 1. Amending the Village Code also allows the Village to use its Administrative Adjudication process for minor infractions.

Trustee Dearborn asked if the Village has a paraphernalia licensing procedure in place. Chief Hornstein said there is currently no established procedure; if a business applies for such sales, the Village Attorney will guide Staff on licensing procedures.

The Council discussed where cannabis paraphernalia could be sold; whether it can be differentiated from products for tobacco use; and following due process when searching a vehicle to determine if illegal use or transportation of cannabis is taking place.

There being no public comment, Trustee Coladarci, seconded by Trustee Cripe, moved to introduce Ordinance No. MC-10-2019. By voice vote, the motion carried.

- d) Resolution No. R-90-2019: IGA with the Park District for Boal Parkway Land Transfer (Adoption). Mr. Saunders explained that the Park District currently owns and maintains a storm sewer outlet in the Boal Parkway neighborhood. To help with stormwater flow in the area, the Village is proposing to assume ownership of the storm sewer and underlying property in connection with construction of a new pump station near the north end of Boal Parkway. The Park District has agreed to sell the land to the Village for \$10 with a restrictive covenant to prohibit the sale of the property to a third party until after 40 years have passed.

The Council briefly discussed the proposal; there were no public comments.

Trustee Wedner, seconded by Trustee Cripe, moved to adopt Resolution No. R-90-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

10) Old Business. None.

11) New Business. None.

12) Appointments:

- a) Trustee Coladarci, seconded by Trustee Cripe, moved to re-appoint Meg Benson as Chair of the Board of Fire and Police Commissioners. By voice vote, the motion carried.

13) Closed Session. None.

14) Adjournment. Trustee Dearborn, seconded by Trustee Lanphier, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:02 p.m.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated November 28 - December 12, 2019

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 12/17/2019

Consent: ☒ YES ☐ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☒ Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated November 28 - December 12, 2019 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated November 28 - December 12, 2019.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. MC-10-2019: Amending the Village Code Concerning Cannabis and Drug Paraphernalia (Adoption)

Presenter: Marc Hornstein - Chief of Police

Agenda Date: 12/17/2019

Consent: ☒ YES ☐ NO

☒	Ordinance
☐	Resolution
☐	Bid Authorization/Award
☐	Policy Direction
☐	Informational Only

Item History:

On December 3, the Council introduced Ordinance No. MC-20-2019, amending Village Code Sections 9.04.060 and 9.04.070 concerning Cannabis and Drug Paraphernalia. The amendments were proposed as a result of Public Act 101-0027 legalizing the sale, possession, and use of cannabis for persons over the age of 21 in Illinois beginning on January 1, 2020. Village Council unanimously approved introduction to amend the ordinance.

Executive Summary:

On June 25, 2019 the Governor signed into law Public Act 101-0027 legalizing the sale, possession, and use of cannabis for recreational purposes by persons over the age of 21 in Illinois beginning on January 1, 2020. Sections 9.04.060 and 9.04.070 of the Winnetka Village Code currently prohibit the possession and use of all cannabis and requires sellers of paraphernalia that can be used for the consumption of cannabis to obtain a license.

Staff has worked with the Village Attorney to review the non-zoning provisions and propose amendments to the Village Code to ensure it is consistent with State law. The amendments will allow the Village to enforce cannabis violations as local ordinance violations, while ensuring the Village is not prohibiting legal possession and use of cannabis. The Village Attorney has provided the attached memorandum that summarizes the proposed amendments to the Village Code.

Recommendation:

Consider approval of Ordinance MC-10-2019 amending sections 9.04.060 and 9.04.070 of the Winnetka Village Code concerning Cannabis and Drug Paraphernalia.

Attachments:

- 1) Memorandum from Village Attorney
- 2) Ordinance No. MC-10-2019

Holland & Knight

150 North Riverside Plaza, Suite 2700 | Chicago, IL 60606 | T 312.263.3600 | F 312.578.6666
Holland & Knight LLP | www.hklaw.com

Memorandum

Date: November 20, 2019

To: Village President, Chris Rintz
Village Trustees
Village Manager, Rob Bahan
Chief of Police, Marc Hornstein

From: Holland & Knight LLP

Re: Non-Zoning Village Code Amendments Concerning Recreational and Medical Use of Cannabis and Drug Paraphernalia

In light of the General Assembly's adoption of the Illinois Cannabis¹ Regulation and Tax Act (the "Act"), and in consultation with Village staff, our office conducted a review of the non-zoning provisions of the Village Code relating to the possession and use of cannabis and paraphernalia to determine what code amendments may be appropriate to keep the Village Code consistent with State law.

The Act will generally allow persons 21 and over to legally possess, consume, use, purchase, obtain, or transport cannabis in specified amounts beginning January 1, 2020, subject to the Act's express limitations. However, the Village Code currently prohibits the possession and use of all cannabis and requires sellers of paraphernalia that can be used for the consumption of cannabis to obtain a license.

We prepared the attached draft ordinance amending Sections 9.04.060 and 9.04.070 of the Village Code. The proposed amendments are described further below.

Recommended Amendments to the Village Code

Section 9.04.060 Possession of Cannabis, Including Marijuana.

Section 9.04.060.A of the Village Code currently prohibits the possession of cannabis entirely. Because the Act will allow persons over the age of 21 to legally possess up to thirty grams of cannabis, and the Illinois Compassionate Use Of Medical Cannabis Act ("Medical

¹ As noted below, the Act defines "cannabis" broadly to include "marijuana," "hashish", and associated substances. We recommend amending the Village Code to consistently using the term "cannabis" to reflect the breadth of this definition.

Cannabis Act”) already allows qualified patients to possess cannabis by prescription, the Village should revise Section 0.040.060 to be consistent with State law. The amendments:

- (1) Narrow the prohibition on the possession and use of cannabis and paraphernalia to make the Village Code consistent with the Act and the Medical Cannabis Act;
- (2) Prohibit consumption or use of cannabis in facilities open to the public, except in compliance with State law;
- (3) Revise the definition of “cannabis” to match the definition in the Act; and
- (4) Remove the reference in the penalty provision to possession of less than 10 grams of cannabis because it is inconsistent with the Act and Medical Cannabis Act (the Act allows legal possession of up to 30 grams and the Medical Cannabis Act does not limit legally-prescribed cannabis to 10 grams).

The amendments to Section 9.04.060.A will have the benefit of continuing to allow the Village to enforce cannabis violations as local ordinance violations, while ensuring that the Village is not prohibiting legal cannabis possession and use in a manner that is beyond its authority.

We also recommend revising Section 9.04.070.B to change references to “cannabis, including marijuana” to “cannabis.” Under the Act, “marijuana” is one of several different types of “cannabis.” Because the Act defines “cannabis” to include “marijuana” and similar substances, we recommend using “cannabis,” as the defined term to prevent inadvertent loopholes and to ensure a more clear and consistent interpretation and enforcement of Sections 9.040.060 and 9.040.070 of the Village Code.

Section 9.04.070 – Items Designed Or Marketed For Use With Illegal Cannabis Or Drugs

We revised Section 9.04.070 to clarify the definition of illegal drug paraphernalia and the exceptions to the definition of illegal paraphernalia that may be lawfully sold in the Village pursuant to a license. The amendments:

- (1) Provide for a more robust definition of illegal drug paraphernalia to provide greater clarity in enforcement;
- (2) Establish exemptions – i.e. materials that are not considered illegal – that persons are entitled to sell by license (since they would not be allowed to sell illegal products by license or any other method); and
- (3) Increase the prohibition on sale of paraphernalia to minors under the age of 18 to 21 consistent with the age for legal consumption under the Act, except as otherwise provided by the Medical Cannabis Act.

November 20, 2019

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We will continue to monitor legislative activity concerning the possession and use of cannabis. If any legislative amendments are forthcoming that impact these or other Village Code provisions, we will provide you with updated recommendations.

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AN ORDINANCE AMENDING SECTIONS 9.04.060 AND 9.04.070 OF THE WINNETKA VILLAGE CODE CONCERNING CANNABIS AND DRUG PARAPHERNALIA

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

WHEREAS, Title 9 of the Winnetka Village Code, as amended ("*Village Code*"), regulates public peace, morals, and welfare in the Village; and

WHEREAS, Sections 9.04.060 and 9.04.070 of the Village Code, as amended regulate the possession and use of cannabis and related paraphernalia within the Village; and

WHEREAS, on June 25, 2019, the Governor signed into law Public Act 101-0027 ("*Act*") legalizing the sale, possession, and use of cannabis for recreational purposes by persons over the age of 21 in Illinois beginning on January 1, 2020; and

WHEREAS, the Act's legalization of the possession and use of cannabis for recreational purposes by adults over the age of 21 is in addition to existing state law allowing the prescription of medical cannabis in specified circumstances ("*Medical Cannabis Act*"); and

WHEREAS, the Act limits units of local governments, including home rule units, from regulating the use of cannabis for recreational purposes by adults in a manner more restrictive than the regulations provided in the Act; and

WHEREAS, Sections 9.04.060 and 9.04.070 of the Village Code currently prohibit the possession and use of cannabis and related paraphernalia in a manner that will be inconsistent with the Act and the Medical Cannabis Act; and

WHEREAS, the Village Council has determined that it is prudent to amend Sections 9.04.060 and 9.04.070 of the Village Code to prohibit the use of cannabis in a manner that is inconsistent with the requirements of the Act and the Medical Cannabis Act in order to avoid any ambiguity or confusion ("*Proposed Amendments*"); and

WHEREAS, the Village Council has determined that adoption of the Proposed Amendments as set forth in this Ordinance is in the best interests of the Village;

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

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

SECTION 2: AMENDMENT TO SECTION 9.04.060 OF THE VILLAGE CODE. Section 9.04.060, titled "Possession of Cannabis, Including Marijuana," of Chapter 9.04, titled

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

“Offenses Against Public Peace and Decency,” of the Village Code shall be amended to read as follows:

Section 9.04.060 Possession, use and sale of cannabis,~~including marijuana~~.

A. Prohibited.

1. It is unlawful for any person within the corporate limits of the Village to possess, consume, use, purchase, obtain, transport, or sell cannabis,~~including marijuana, except in compliance with the Cannabis Regulation and Tax Act, 410 ILCS 705/1 et seq. or the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1 et seq.~~
2. It is unlawful for any person within the corporate limits of the Village to possess, use, purchase, obtain, transport or sell instruments or paraphernalia for the preparation, consumption, transportation, sale, or manufacture or use of cannabis, ~~including marijuana, except in compliance with the Cannabis Regulation and Tax Act, 410 ILCS 705/1 et seq. or the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1 et seq.~~
3. It shall be a violation of this section for any person knowingly to use or consume, or allow someone else to use or consume, cannabis on the premises of any privately owned commercial facility that is open to members of the general public, including, without limitation, retail stores, restaurants, taverns, theatres, and other recreational facilities, except as otherwise specifically permitted pursuant to the Cannabis Regulation and Tax Act and the Compassionate Use of Medical Cannabis Program Act.

- B. Definition. As used in this section and Section 9.04.070, “cannabis” means marijuana, hashish and other substances ~~which~~ that are identified as including any parts of the plant Cannabis Sativa, and including derivatives or subspecies, such as indica, of all strains of cannabis, whether growing or not; the seeds ~~thereof~~ of such plant, the resin extracted from any part of ~~sueh~~ the plant; and any compound, manufacture, salt, derivative, mixture or preparation of ~~sueh~~ the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other naturally produced cannabinol derivatives, ~~including naturally occurring or whether produced directly or indirectly~~ by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall however, “cannabis” does not include the mature stalks of ~~sueh~~ the plant, fiber produced from ~~sueh~~ the stalks, oil or cake made from the seeds of ~~sueh~~ the plant, any other compound, manufacture, salt, derivative mixture,

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

or preparation of such ~~the~~ mature stalks (except the resin extracted from ~~it~~ such ~~mature stalks~~), fiber, oil or cake, or the sterilized seed of such ~~the~~ plant which ~~that~~ is incapable of germination. “Cannabis” does not include industrial hemp as defined and authorized under the Industrial Hemp Act, 505 ILCS 89/1 et seq. “Cannabis” also means concentrate and cannabis-infused products.

- C. Penalties or Disposition. Any person who violates this section ~~with respect to not more than ten (10) grams of any substance containing cannabis shall be subject to a fine of not less than two hundred fifty dollars (\$250.00) nor more than seven hundred fifty dollars (\$750.00).”~~

SECTION 3: AMENDMENT TO SECTION 9.04.070 OF THE VILLAGE CODE.

Section 9.04.070, titled “Items Designed or Marketed for Use with Illegal Cannabis or Drugs,” of Chapter 9.04, titled “Offenses Against Public Peace and Decency,” of the Village Code shall be amended to read as follows:

Section 9.04.070 Items designed or marketed for use with illegal cannabis or drugs.

- A. License Required Drug Paraphernalia. It is unlawful for any person or persons as principal, clerk, agent or servant to sell or in any manner distribute (including offering to sell, delivering or giving away) any “drug paraphernalia,” defined for purposes of this Section as “all equipment, products and materials of any kind, other than methamphetamine manufacturing materials as defined in Section 10 of the Methamphetamine Control and Community Protection Act, 720 ILCS 646/10, which are intended to be used unlawfully in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body cannabis or a controlled substance in violation of the Cannabis Control Act, 720 ILCS 550/1 et seq., the Illinois Controlled Substances Act, 720 ILCS 570/102, the Cannabis Regulation and Tax Act, 410 ILCS 705/1 et seq. or the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1 et seq. or this Section, item, effect, paraphernalia, accessory or thing which is designed or marketed for use with illegal cannabis or drugs, as defined by Illinois Revised Statutes, without obtaining a license. Such license shall be in addition to any or all other licenses or permits held by the applicant.
- B. Exemptions. This Section does not prohibit the following as “drug paraphernalia”:

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

1. Items used in the preparation, compounding, packaging, labeling, or other use of a controlled substance as an incident to lawful research, teaching, or chemical analysis and not for sale;
 2. Items historically and customarily used in connection with the planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, or inhaling of tobacco or any other lawful substance. Items exempt under this subsection include, but are not limited to, garden hoes, rakes, sickles, baggies, tobacco pipes, and cigarette-rolling papers;
 3. Items defined in subsection (a) of this Section which are used for decorative purposes, when such items have been rendered completely inoperable or incapable of being used for any illicit purpose prohibited by this Section;
 4. A person who is legally authorized to possess hypodermic syringes or needles under the Hypodermic Syringes and Needles Act;
 5. Items used by law enforcement personnel to present educational programs concerning the prevention of substance abuse; and
 6. Items used solely for the authorized consumption of medical cannabis pursuant to the Cannabis Regulation and Tax Act, 410 ILCS 705/1 or the Illinois Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/1 et seq.
- C. Regulations. The Chief of Police is authorized and directed to adopt and enforce such regulations as may be necessary to give effect to the provisions of this section.
- D. License Application. A valid village license is required to sell or distribute for lawful use any exempt materials described in paragraph B of this Section whose sale or distribution is otherwise authorized by state law. Application for the license required by this section shall be made in writing to the Village Manager and shall set forth the name and address of the applicant and shall be accompanied by affidavits of the applicant and of each and every employee authorized to sell, or in any manner distribute, items described in this section, stating that such person has never been convicted of a drug related offense.

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

- E. License Fee. The fee for the license required by this section shall be set from time to time by resolution of the Village Council.
- F. Sale to Minors. It is unlawful to sell, or in any manner distribute, any drug paraphernalia to any person under ~~eighteen (18)~~ 21 years of age, except as permitted pursuant to the Compassionate Use of Medical Cannabis Program Act.
- G. Records. Every person holding a license under this section shall keep a record of every item described in this section which is sold or otherwise distributed. Such record shall contain the name and address of the purchaser or recipient, the name and quantity of the product, the date and time of sale or distribution, and the signature of the licensee or licensee's agent. Such records shall be retained for not less than two years and shall be open to the inspection by any police officers at any time during the licensee's regular business hours.
- H. Compliance With Regulations. Every licensee and licensee's agent shall comply with all regulations of the Chief of Police promulgated in accordance with the provisions of this section."

SECTION 4: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after the later to occur of: (i) its passage and approval in the manner provided by law; and (ii) January 1, 2020.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2019.

Signed: _____

Village President

Countersigned: _____

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2019.

Introduced: _____, 2019

Passed and Approved: _____, 2019

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



Agenda Item Executive Summary

Title: Resolution No. R-91-2019 Approving a Purchase Order with US Digital Designs for a New Fire Station Alerting System (Adoption)

Presenter: Alan Berkowsky, Fire Chief

Agenda Date: 12/17/2019

Consent: ☒ YES ☐ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

In 2018, RED Center installed a new station alerting system, as the previous system was outdated and it was increasingly difficult to acquire repair parts. All RED Center member agencies were given until 2020 to upgrade their station alerting systems to ensure compatibility with the new RED Center system.

Executive Summary:

The station alerting system is activated when RED Center (Regional Emergency Dispatch) dispatches a call. The system activates the fire station speakers, turns on the lights and sends an alert tone to notify the station personnel of an incident. The new system is also capable of sending a data stream with the call information to a video monitor or television as it is being entered into the CAD system. These monitors will be strategically placed throughout the station to provide an early alert (even before the verbal dispatch) of the incoming call.

The equipment vendor for the new station alerting system is U.S. Digital Designs out of Arizona. U.S. Digital is part of a governmental cooperative joint purchasing program called NPPGov, and was the selected vendor by the RED Center Board of Directors. The installation of the equipment is being done by DigiCom, the authorized installer and preferred vendor for U.S. Digital equipment. The cost for DigiCom is included in the attached U.S. Digital contract. The total cost for equipment and installation is \$56,187.82. This includes an additional year of warranty support for a total of two years.

This purchase is funded in the 2020 Capital Improvement Plan. The amount budgeted was \$60,000.

Recommendation:

Consider adoption of Resolution No. R-91-2019, allowing the Fire Department to issue a purchase order not to exceed \$56,187.82 with US Digital Designs for the installation of a new fire station alerting system.

Attachments:

- 1) Resolution No. R-91-2019
- 2) Quote from US Digital Designs LLC

RESOLUTION NO. R-91-2019

**A RESOLUTION WAIVING BIDDING AND
APPROVING A CONTRACT WITH US DIGITAL DESIGNS, INC.
FOR MODIFICATIONS TO THE FIRE STATION ALERTING SYSTEM**

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's Fire Station operates a fire alert system ("**System**"); and

WHEREAS, the Village is a member of Red Center, which receives calls for, and provides dispatching services to, the Village; and

WHEREAS, the Village's System is connected to Red Center; and

WHEREAS, Red Center is modifying its equipment, which requires the Village to update its System by purchasing and installing new equipment that is compatible with Red Center's equipment ("**Equipment**"); and

WHEREAS, Red Center identified U.S. Digital Designs, Inc. of Tempe, Arizona ("**Contractor**") as the vendor to provide and arrange for the installation of the Equipment; and

WHEREAS, the Contractor submitted a bid to provide municipalities the Equipment to the National Purchasing Partners cooperative joint purchasing program; 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, because Red Center selected the Contractor to provide it equipment, the Village must purchase the Equipment from the Contractor to keep its alert system compatible with Red Center's equipment; and

WHEREAS, the Village desires to enter into a purchase order ("**Purchase Order**") with Contractor for the purchase and installation of the Equipment in an amount not to exceed \$56,187.82; 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:

SECTION 1: RECITALS. The Village Council 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 Purchase.

SECTION 3: APPROVAL OF PURCHASE. The Village Council approves the Purchase in an amount not to exceed \$56,187.82 pursuant to a purchase order.

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 purchase order for the Purchase.

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 17th day of December, 2019, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

**Winnetka, Illinois
Winnetka Fire Department**

Project:

**G2 Fire Station Alerting System
One (1) Station System**

Proposal number:

IL_WINKEN001

Revision #

5

[Pricing Protected per Public Procurement Authority (PPA), Master Price Agreement (MPA) and available to members of National Purchase Partners, LLC dba FireRescueGPO, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov - more information available at <https://nppgov.com/contract/us-digital-designs>] Winnetka Fire Department is a member. M-5702217

Quote Date:

26-Nov-2019

Quote Expires:

24-Feb-2020

INSTALLATION BY:

DigiCom Inc.

Pat Fortunato: pat.fortunato@digicominstallations.com

By:

**Luke Eddington
Project Manager**

US Digital Designs, Inc.

1835 E Sixth St #27
Tempe, AZ 85281
602-687-1739 direct
480-290-7892 fax
ledington@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/26/19
Expires: 2/24/20

Quote SUBMITTED TO:
Winnetka, Illinois
Winnetka Fire Department

REF PROPOSAL

IL_WINKEN001 v5 STATION-LEVEL

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.IL_WINKEN.FS01.FSA.2019.10.16

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -
SP1b	Ea	Atlas	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ -
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -
SP3a	Ea	USDD	4	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 3,510.00
SP3b	Ea	USDD	1	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ 1,239.81
SP3c	Ea	USDD	1	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ 97.07
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 198.00
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -
SP9a	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ 1,647.00

SP9b	Ea	USDD	6	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 5,670.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	4	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ 136.80	
SP9e	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	4	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 1,033.20	
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	6	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 1,755.00	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SS1	Ea	USDD	1	Station Installation DigiCom Inc.	ST-INST	\$ 12,844.33	\$ 11,559.90	\$ 11,559.90
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,444.73	\$ 2,200.25	\$ 2,200.25
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,009.27	\$ 908.34	\$ 908.34
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 611.18	\$ 550.06	\$ 550.06

SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 61.12	\$ 55.01	\$ 55.01	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours / Train-The-Trainer)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / Train-The-Trainer (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / Train-The-Trainer (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 3,667.09	\$ 3,300.38	3300.379344 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	1.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,667.09	\$ 3,300.38	\$ 3,300.38	

STATION 01		System:	\$ 51,944.44
		Shipping:	\$ 943.00
		Warranty & Support:	\$ 3,300.38
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 56,187.82

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:	
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.	

Station System Installation Notes:	
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.	
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.	
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed	
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.	
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.	
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.	
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.	
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.	
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.	
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.	
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.	
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.	
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.	
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.	
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.	

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/26/19
Expires: 2/24/20

Quote SUBMITTED TO:
Winnetka, Illinois
Winnetka Fire Department

REF PROPOSAL

IL_WINKEN001 v5 Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
STATION-LEVEL SUBTOTAL		\$ 56,187.82
Includes:	STATION 01 SYSTEM:	\$ 52,887.44
	STATION 01 WARRANTY & SUPPORT:	\$ 3,300.38
	STATION 01 MISC.:	\$ -

Notes: One (1) Station System currently included in this proposal. DigiCom Inc. will be doing the installation.

US Digital Designs System Total \$ 56,187.82

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

7.1 PRODUCT DEFECTS. If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 CLAIMS. Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 EXCLUSIONS AND LIMITATIONS. USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. **SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 **LICENSE:** At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 **DEFINITIONS:** For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. **SHIPPING/DELIVERY:** Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even those detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.
13. **CREDIT CARDS:** All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.
14. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.
15. **THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**



Agenda Item Executive Summary

Title: Resolution No. R-92-2019: GIS Service Provider Agreement (Adoption)

Presenter: Steven M. Saunders, Director of Public Works/Village Engineer

Agenda Date: 12/17/19

Consent: ☒ YES ☐ NO

- ☐ Ordinance
- ☒ Resolution
- ☒ Bid Authorization/Award
- ☐ Policy Direction
- ☐ Informational Only

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 creates economies of scale that reduce cost and risk for its 32 municipal members. The model provides for a contractual staffing arrangement with a service provider, which 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 renewal of the annual 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 three 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 (reviewed by Holland & Knight) approved by the Village Council in 2014, and an annual "Supplemental Statement of Work" that sets forth the labor hours and rates for the coming year.

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 staffperson, meaning we have a GIS staff person on site 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; however, when combined with necessary Information Technology infrastructure purchases, this can pose an obstacle for small communities. To address the problem, GISC recently 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, which has long desired to implement a GIS program, approached Winnetka and GISC about partnering with Winnetka as an associate member. The Village and GISC agreed, and the Village approved an 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 2 days per week). Winnetka uses existing GIS technology resources to host the system, and the specialist resides in Winnetka at the Village Yards. Winnetka's annual GISC staffing expense for 2020 is \$81,047, of which \$20,261 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.

Executive Summary (continued):

For 2020, MGP has provided estimates of the labor hours and associated labor rates needed to perform these services, which are set forth in the following table:

Classification	Est. Hours	Hourly Rate	Total
Onsite Analyst	658	\$ 91.15	\$ 59,976.70
Shared Analyst	117	\$ 91.15	\$ 10,664.55
Client Account Manager	66	\$ 106.90	\$ 7,055.40
GIS Manager	25	\$ 134.00	\$ 3,350.00
TOTALS	866		\$81,046.65

The contractual maximum, not-to-exceed figure is \$81,047.00. This represents no increase from the prior year's contract amount. The Village has budgeted \$81,000 in its 2020 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 provide 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.

Resolution No. R-92-2019 authorizes a supplemental GIS staffing agreement, including the additional Kenilworth allocation, for a total amount not to exceed \$81,047.00. The resolution also authorizes the Village Manager to execute a letter agreement with the Village of Kenilworth outlining terms under which Village of Winnetka will arrange for GIS services for the Village of Kenilworth as an associate member of the GIS Consortium.

Recommendation:

Consider adopting Resolution No. R-92-2019, authorizing a supplemental GIS staffing agreement including the additional Kenilworth allocation for the period January 1 - December 31, 2020, for a total amount not to exceed \$81,047. The resolution also authorizes the Village Manager to execute a letter agreement with the Village of Kenilworth outlining terms under which Village of Winnetka will arrange for GIS services for the Village of Kenilworth as an associate member of the GIS Consortium.

Attachments:

Resolution No. R-92-2019
Supplemental Statement of Work for GIS Services

RESOLUTION NO. R-92-2019

**A RESOLUTION APPROVING A SUPPLEMENTAL STATEMENT OF WORK
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 in to that certain GIS Consortium ("**Consortium**") Service Provider Contract ("**Contract**") with Municipal GIS Partners, Inc. ("**Consultant**"), for the performance of geographic information system services ("**Services**"); and

WHEREAS, pursuant to the Contract, the Village may agree to renew the Contract for calendar year 2020 by entering into a Supplemental Statement of Work ("**SOW**") with Consultant; and

WHEREAS, the Village desires to enter into the SOW with Consultant for the performance of the Services during calendar year 2020 in an amount not to exceed \$81,047.00; 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 SOW 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:

December 17, 2019

R-92-2019

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

SECTION 2: APPROVAL OF SUPPLEMENTAL STATEMENT OF WORK. The Village Council hereby approves the SOW 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 SUPPLEMENTAL STATEMENT OF WORK. 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 SOW after receipt by the Village Manager of two executed copies of the final SOW from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final SOW from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final SOW 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 17th day of December, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

REVISED SUPPLEMENTAL STATEMENT OF WORK

Supplemental Statement of Work

Pursuant to and in accordance with Section 1.2 of that certain GIS Consortium Service Provider Contract dated January 1, 2015 (the “Contract”) between the Village of Winnetka, an Illinois municipal corporation (the “Municipality”) and Municipal GIS Partners, Incorporated (the “Consultant”), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2020 (“SOW”):

In consideration of the mutual covenants and agreements hereinafter set forth the Municipality and the Consultant agree to amend the Contract as follows:

1. Project Schedule/Term:

Pursuant to Section 5.2 of the Contract, this SOW shall extend the Initial Term for an additional one (1) year period. For the avoidance of doubt, this Renewal Term shall commence on January 1, 2020 and remain in effect for one (1) year.

2. Projected Utilization:

As set forth in Section 4.1(c) of the Contract, the project utilization shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The projected utilization for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. 658 hours of Site Analyst
- B. 117 hours of Shared Analyst
- C. 66 hours of Client Account Manager
- D. 25 hours of Manager

3. Service Rates:

As set forth in Section 4.1(c) of the Contract, the service rates shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The service rates for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. \$ 91.15 per hour for Site Analyst
- B. \$ 91.15 per hour for Shared Analyst
- C. \$106.90 per hour for Client Account Manager
- D. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$81,047.00.

Total Not-to-Exceed Amount for Services (Figures): eighty-one thousand forty-seven dollars zero cents.

In the event of any conflict or inconsistency between the terms of this SOW and the Contract or any previously approved SOW, the terms of this SOW shall govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of the Contract and this SOW shall be governed and controlled by the Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in the Contract.

4. Modifications to the Contract:

1. Section 6.1 of the Contract (“Voluntary Termination”) is hereby amended to read as follows:

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract 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. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred and eighty (180) calendar days prior written notice to the Municipality.

2. Section 6.2 of the Contract (“Termination for Breach”) is hereby amended to read as follows:

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following 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) calendar days of receipt of written notice of such breach from the non-breaching party.

3. The following provisions are hereby incorporated into the Contract:

Equal Employment Opportunity Clause. In the event of the Consultant’s non-compliance with the provisions of this section 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 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 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.

SIGNATURE PAGE FOLLOWS

Signature Page to Supplemental Statement of Work

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of _____, _____.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Name: _____
Its: _____

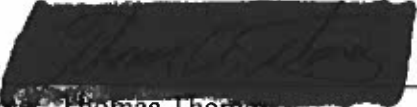
By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: 
Name: Donna Thomey
Its: Management Support Specialist

By: 
Name: Thomas Thomey
Its: President



Agenda Item Executive Summary

Title: Resolution No. R-93-2019 Purchase of Police Vehicle (Adoption)

Presenter: Marc Hornstein, Chief of Police

Agenda Date: 12/17/2019

Consent: ☐ YES ☒ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

The Police Department is equipped with a fleet of vehicles manufactured by Chrysler/Dodge, General Motors, and Ford Motor Companies. Some vehicles are purchased primarily for patrol duties while others are purchased for a variety of uses that include patrol, administrative, and investigative duties.

Executive Summary:

The department maintains a mixed fleet of marked patrol vehicles to enable more flexibility and safeguard against manufacturing disruptions and recalls. For this replacement, the department seeks to purchase a 2019 Jeep Cherokee Latitude with four wheel drive, all-speed traction control, electronic stability control, and electronic roll mitigation, which makes it well suited for inclement weather. The new vehicle will be used in a hybrid capacity as an unmarked patrol vehicle, as well as for investigative duties. The new vehicle replaces a 2011 Ford Edge with 80,000 + miles that was used in a similar capacity.

Once the Village receives the 2019 Jeep Cherokee Latitude, it will be outfitted with appropriate police equipment and communication systems for patrol service. The build cost estimate is \$6,800.00 and falls within the purchasing authority of the Finance Director.

The Village published a request for bids on September 27, and the only bid submitted was from Mancari's Chrysler Dodge Jeep Ram of Oak Lawn for \$27,971.81. On November 5, Village Council authorized the bid award by adopting Resolution R-82-2019. The vendor subsequently refused to provide the vehicle under the terms of the bid because it sold the vehicle to another customer and they did not have a similarly equipped vehicle in stock.

Staff located a similarly equipped demonstrator vehicle from Fields Jeep, Inc., d/b/a Fields Chrysler Jeep Dodge Ram, of Glenview for a purchase price of \$27,264.81. The purchase price is competitive with similarly equipped/priced vehicles. Staff recommends waiving additional bidding and authorizing the purchase of the vehicle from Fields. This amount is within the current year's budget. Staff further recommends repealing Resolution R-82-2019.

Recommendation:

Consider adopting Resolution No. R-93-2019, waiving bidding and authorizing the Village to award a Purchase Order to Fields Jeep, Inc., d/b/a Fields Chrysler Jeep Dodge Ram authorizing the purchase of a 2019 Jeep Cherokee Latitude for \$27,264.81.

Attachments:

- 1) Resolution No. R-93-2019
- 2) Sales Quote and Vehicle Specifications

RESOLUTION NO. R-93-2019

**A RESOLUTION REPEALING RESOLUTION R-82-2019, WAIVING BIDDING,
AND APPROVING THE PURCHASE OF A POLICE PATROL VEHICLE**

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

WHEREAS, the Village issued Bid #019-022 ("**Bid**") for the award of a contract ("**Purchase Contract**") for the purchase of the 2019 Jeep Cherokee Latitude ("**New Vehicle**") for the Village's Police Department; and

WHEREAS, the Village identified Mancari's Chrysler Dodge Jeep Ram, of Oak Lawn, Illinois ("**Prior Vendor**"), as the low responsible bidder for the Purchase Contract with a purchase price of \$27,971.81; and

WHEREAS, pursuant to Resolution R-82-2019, the Village awarded the Purchase Contract to the Prior Vendor; and

WHEREAS, the Prior Vendor refused to provide the Village the New Vehicle under the terms of the Bid because it sold the New Vehicle to another customer; and

WHEREAS, the Village received a quote from Fields Jeep, Inc., d/b/a Fields Chrysler Jeep Dodge Ram, of Glenview, Illinois ("**Fields**") to provide the New Vehicle to the Village for a purchase price of \$27,264.81; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to: (i) waive the bidding requirement for the procurement of the New Vehicle pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual; (ii) enter into the Purchase Contract for the New Vehicle with Fields; and (iii) repeal Resolution R-82-2019; and

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

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

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

SECTION 3. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the New Vehicle from Fields, in the total amount of \$27,264.81 in accordance with the Purchase Contract.

December 17, 2019

R-93-2019

SECTION 4. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the New Vehicle from Fields.

SECTION 5. REPEALER. Resolution R-82-2019 is hereby repealed in its entirety and shall be of no force and effect.

SECTION 6. 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 17th day of December, 2019, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



Date/Time: Dec 2, 2019 01:46 PM
Buyer: Mark Hornstein
Phone: C: 8475016034
Address: 510 Green Bay Rd
 Winnetka, IL 600932563

Salesperson: Adrian Botis

Village of Winnetka

2019 Jeep Cherokee, Body Type:SUV LJ32783

TAX EXEMPT

Color:Billet Silver Metallic Clearcoat, 6183 Miles VIN:1C4PJMLX8KD101777

Purchase	60 Months	66 Months	72 Months
\$ Down	Est. \$/Monthly	Est. \$/Monthly	Est. \$/Monthly
\$0	\$568 - \$575	\$565 - \$572	\$529 - \$536
\$2,000	\$526 - \$533	\$526 - \$533	\$492 - \$499
\$5,000	\$464 - \$471	\$468 - \$475	\$438 - \$445

MSRP/Retail	\$33,085.00
Total Savings	\$6,291.00
Adjusted Price	\$26,794.00
Government Fee	\$291.00
Proc/Doc Fee	\$179.81
Amount Financed	\$27,264.81

X

Customer Signature

Date

X

Manager Signature

Date

Payments are estimates and are subject to credit approval, program eligibility, and manager acceptance.

2019 MODEL YEAR

Jeep CHEROKEE LATITUDE PLUS 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$27,995

Jeep Cherokee Latitude Plus 4x4
Exterior Color: Silver Metallic Clear Coat Exterior Paint
Interior Color: Black Interior Color
Engine: 3.6-Liter V6 24-Valve VVT Engine
Transmission: 9-Speed Automatic Transmission

STANDARD EQUIPMENT (EXCEPT REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Airbags

Supplemental Side-Curtain Front and Rear Airbags

Supplemental Front Seat-Mounted Side Airbags

LATCH Ready Child Seat Anchor System

ParkView® Rear Back Up Camera

Jeep Active Drive I

Select-Traction® System

Keyless Go™ / Passive Entry

Keyless Entry with Panic Alarm

All-Speed Traction Control

Electronic Stability Control

Electronic Roll Mitigation

4-Wheel Disc Anti-Lock Brakes

Speed Control

Tire-Pressure Monitoring System

Deep Tint Sunscreen Glass

INTERIOR FEATURES

Uconnect® 4 with 7-inch Display

Apple CarPlay® Capable

Google Android Auto™ Capable

SiriusXM® Sat Radio w/ 1-yr Radio Subscription

Cluster 3.5-inch TFT Black and White Display

Integrated Voice Command with Bluetooth®

Media Center Electronics Storage

USB Charging Port in Console Bin

Dual USB Ports in Rear of Console

8-Speakers

Leather-Wrapped Steering Wheel

Steering Wheel Mounted Audio Controls

Power Front Windows w/ 1-Touch Up and Down Feature

12-Volt Auxiliary Power Outlet

Power 6-Way Driver Seat

Power 4-Way Driver Lumbar Adjust

EXTERIOR FEATURES

17-inch x 7-inch Satin Carbon Aluminum Wheels

225/65R17 BSW All-Season Tires

Compact Spare Tire

Power-Heated Mirrors
Automatic Headlamps
LED Low / High Beam Headlamps
LED Fog Lamps
Bright Side Roof Rails

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 270

SafetyTec Group

Blind-Spot and Cross-Path Detection

Exterior Mirrors with Turn Signals

Exterior Mirrors with Courtesy Lamps

Performance Rear Park-Assist w/Stop

Power Multi-Function Mirrors with Manual Fold-Away

9-Speed Automatic Transmission

*Active Drive II® Badge

Hill Descent Control

Jeep Active Drive II

Off-Road Suspension

3.2-Liter V6 24-Valve VVT Engine

Quad Bright Exhaust Tips

9-Amplified Speakers with Subwoofer

Destination Charge

\$1,205

\$1,745

\$685

\$1,445

TOTAL PRICE: * \$33,085

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.

3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR/60,000 MILE

POWERTRAIN WARRANTY

For more information visit: www.jeep.com
or call 1-877-IAM-JEEP

FCA US LLC

EPA DOT

Fuel Economy

21 MPG

18 26

combined city/hwy

4.8 gallons per 100 miles

These estimates reflect new EPA methods beginning with 2017 models.

Small SUV 4WD range from 18 to 37 MPG.

This best vehicle rates 136 MPG.

You spend

\$3,000

in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost

\$2,000

Fuel Economy & Greenhouse Gas Rating

1 4 10

Best

This vehicle emits 418 grams CO2 per mile. The best emits 6 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions. Learn more at fuelconomy.gov

Smog Rating

1 5 10

Best

fuel economy.gov

QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 69%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO: 20%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:

BELVIDERE, ILLINOIS, U.S.A.

COUNTRY OF ORIGIN:

ENGINE: UNITED STATES

TRANSMISSION: UNITED STATES

Assembly Plant/Port of Entry: BELVIDERE, ILLINOIS, U.S.A.

vin: 1C4-PJLUXKD-101777

LAUNCH 0536

SL

0-P-70

04/070



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REPEALED OR ALTERED PRIOR TO DELIVERY TO THE ultimate purchaser.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER CHARGES AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.



Agenda Item Executive Summary

Title: Resolution No. R-94-2019: Approving Change Order No. 8 To The Contract With B-Max Inc. For Electric Distribution System Work (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 12/17/2019

Consent: ☒ YES ☐ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

At the April 19, 2016 Village Council Meeting, the Council adopted Resolution No. R-23-2016, approving a contract with B-Max Inc. for directional boring services, which included the installation of conduit and equipment pads for the electrical distribution system. The contract contained unit pricing for three contract years at the Village's option. The Village Council has approved seven change orders (Resolution Nos. R-65-2016, R-45-2017, R-76-2017, R-27-2018, R-73-2018, R-41-2019 and R-57-2019).

Executive Summary:

In 2016, the Village issued Request for Bid #016-009 for directional boring services. Contractors were asked to provide fixed prices for units of work for three contract years. At the April 16, 2019 Village Council meeting, the Council approved extending the agreement with B-Max for an additional year (Year 4) at the same unit costs bid for Year 3. The unit prices were approved for work performed during the period of June 1, 2019 through May 31, 2020.

Staff is requesting funding authorization to utilize B-Max Inc. for directional boring services during the period of January 1 through May 31, 2020 with an initial funding authorization of \$200,000. The work performed during this period will be at the Year 3 unit prices from Bid #016-009.

The 2020 Electric Fund Budget contains \$475,000 for directional boring services. Of this funding, \$75,000 (account #500.42.31-660) is allocated for system reinforcement and \$400,000 (account 500.42.37-660) is allocated for new business projects initiated by customer requests.

Recommendation:

Consider adoption of Resolution No. R-94-2019, approving Change Order No. 8 to the contract with B-Max Inc. for electric distribution system work.

Attachments:

Resolution No. R-94-2019

RESOLUTION NO. R-94-2019

**A RESOLUTION APPROVING
CHANGE ORDER NO. 8 TO THE CONTRACT WITH B-MAX, INC. FOR
ELECTRIC DISTRIBUTION SYSTEM WORK**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("**Village**") to cont

ract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on April 19, 2016, the Village Council approved Resolution R-23-2016 authorizing the Village to enter into a contract ("**Contract**") with B-Max, Inc. ("**Contractor**") for the performance of directional boring, equipment pad installation, splice box installation, conduit installation, and related work necessary to maintain and support the Village's electric distribution system ("**Work**") during the period of June 1, 2016 to May 31, 2017 ("**Term**"); and

WHEREAS, the Contract provided the Village two options, each to extend the contract for an additional year (collectively, "**Contract Extensions**"), which Contract Extensions were exercised extending the Term through May 31, 2019; and

WHEREAS, pursuant to Resolution R-41-2019, the Village further extended the Contract to May 31, 2020; and

WHEREAS, the Village previously approved expenditures for the Work in 2019, but has not yet approved an expenditure for the Work for 2020; and

WHEREAS, the Village desires to approve an expenditure of up to \$200,000 for the Contractor to perform the Work from January 1, 2020 through May 31, 2020; and

WHEREAS, the Contractor has agreed to do such Work from January 1, 2020 through May 31, 2020 pursuant to a change order ("**Change Order No. 8**"); and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to enter into Change Order No. 8 with Contractor;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 8. The Village Council hereby approves Change Order No. 8 to authorize additional Work from the Contractor pursuant to the terms of the Contract in an amount not to exceed \$200,000.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 8. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 8, which shall be in a final form approved by the Village Manager.

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

ADOPTED this 17th day of December, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

Title: Resolution No. R-95-2019: Use of MFT Funding for Street Resurfacing (Adoption)

Presenter: Steven M. Saunders, Director of Public Works/Village Engineer

Agenda Date: 12/17/2019

Consent: ☒ YES ☐ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

The Village's 2020 Capital Improvement Program contemplates using both General Fund and Motor Fuel Tax (MFT) funding for street resurfacing. The 2020 Budget includes \$325,000 of MFT funds for the 2020 Street Rehabilitation Program.

Executive Summary:

Village staff has identified the following streets to be resurfaced using MFT funds:

Cherry Street from Hibbard Road to Glendale Avenue;
Glendale Avenue from Willow Road to Oak Street;
Locust Street from Willow Road to Sunset Road;
Oak Street from Hibbard Road to Glendale Avenue; and
Vine Street from Rosewood Avenue to Chatfield Road.

The Village's MFT funds are supervised by the Illinois Department of Transportation, and use of funds for eligible construction projects requires an authorizing resolution. Resolution No. R-95-2019 authorizes use of \$325,000 in MFT funding for the Resurfacing of Various Streets, MFT Section Number 20-00000-00-GM.

Staff anticipates bidding this project in January, and the bid results, along with a resolution awarding a construction contract, will be brought to the Village Council for consideration at a future meeting.

Recommendation:

Consider adoption of Resolution No. R-95-2019 authorizing expenditure of \$325,000 in Motor Fuel Tax funds for the Resurfacing of Various Streets, MFT Section Number 20-00000-00-GM.

Attachments:

Resolution No. R-95-2019



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
R-95-2019	Original	20-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Winnetka Illinois that there is hereby appropriated the sum of Three Hundred and Twenty-Five Thousand Dollars (\$325,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/20 to 12/31/20 .
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Winnetka Local Public Agency Type Name of Local Public Agency shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I Robert Bahan Village Clerk in and for said Village Name of Clerk Local Public Agency Type Local Public Agency Type of Winnetka Name of Local Public Agency in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Winnetka at a meeting held on 12/17/19 .
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this December, 2019 .
Day Month, Year

(SEAL)

Clerk Signature

--

APPROVED

Regional Engineer
Department of Transportation

Date

--	--

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

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

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

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

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



Agenda Item Executive Summary

Title: Village Council Meeting Schedule for 2020

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 12/17/2019

Consent: ☒ YES ☐ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☒ Informational Only

Item History:

Section 2.04.020(A) of the Village Code requires that the Village Council "shall hold its regular meetings on the first and third Tuesday of each month at (7:00 PM), or as otherwise set forth in the annual meetings notice posted pursuant to the Illinois Open Meetings Act." For Study Sessions, the established practice is for the Council to meet for that purpose as a Committee of the Whole at 7:00 PM on the second Tuesday of each month. The Open Meetings Act requires an annual meeting notice be posted at the beginning of each year.

Executive Summary:

The proposed 2020 Village Council meeting schedule is below. Additional special meetings may be convened as needed.

2020 Village Council Regular Meetings:

January 7	April 7	July 7	October 6
January 21	April 21	July 21	October 20
February 4	May 5	August 4	November 5** (Thursday)
February 18	May 19	August 18	November 17
March 3	June 2	September 1	December 1
March 20* (Thursday)	June 16	September 15	December 15

*Rescheduled for the Presidential Primary Election. **Rescheduled for the Presidential Election.

2020 Village Council Study Sessions:

January 14	April 14	July 14	October 13
February 11	May 12	August 11*	November 10
March 10	June 9	September 8	December 8

*Traditionally cancelled, but held if necessary.

Recommendation:

Consider approving the 2020 Village Council regular meeting schedule for publication.

Attachments:

2020 Annual Meeting Notice

**VILLAGE OF WINNETKA
OPEN MEETINGS ACT NOTICE
SCHEDULE OF REGULAR MEETINGS FOR 2020**

Pursuant to the provisions of the Illinois Open Meetings Act, notice is hereby given of the Schedule of Regular Meetings of the various public bodies of the Village of Winnetka for the year 2020.

The following boards and commissions meet in the Council Chambers of the Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois, at 7:00 p.m., on the dates shown, except as otherwise indicated:

Village Council – Regular Meeting	1 st and 3 rd Tuesday of each month *Except 1 & 2 below
Village Council – Study Sessions	2 nd Tuesday of each month
Plan Commission	4 th Wednesday of each month, except: 3 rd Wednesday in November and December
Zoning Board of Appeals	2 nd Monday of each month
Design Review Board/Sign Board of Appeals	3 rd Thursday of each month
Environmental & Forestry Commission	2 nd Wednesday of each month
Landmark Preservation Commission	1 st Monday of each month, except: 3 rd Monday in September
Board of Fire and Police Commissioners	3 rd Thursday of April and October at 5:00 p.m., Village Hall conference room
Planned Development Commission	1st Wednesday of each month, except: 3rd Wednesday of January

¹ The Regular Village Council meeting scheduled on March 17 will be held on March 19 due to the Presidential Primary Election

² The Regular Village Council meeting scheduled on November 3 will be held on November 5 due to the Presidential Election

The **Police Pension Fund** board meets at the Police Department, 410 Green Bay Road, at the following dates and times: January 31; April 24; July 24; and October 23 at 8:30 AM

The following boards and commissions meet at the Winnetka Fire Department, 428 Green Bay Road, at the dates and times indicated:

Firefighters Pension Fund Board	2 nd Wednesday of February, May, and November; 3 rd Wednesday of August at 3:00 PM
Foreign Fire Insurance Board	3 rd Monday of January, March, May, July, September, and November at 7:30 AM

Agendas: Agendas can be found on the Village of Winnetka website, villageofwinnetka.org, or at Village Hall on the first floor public bulletin board.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, the Assistant Village Manager, at 510 Green Bay Road, Winnetka, Illinois 60093 (telephone: 847-716-3543; T.D.D.: 847-501-6041).

[Agenda Packet P. 57](#)



PROCLAMATION

WHEREAS, in honor of Winnetka’s incorporation under a Special Charter of the State of Illinois on March 10, 1869, the Village Council proclaimed 2019 a year of celebration with the official theme of *People, Places and Progress*; and

WHEREAS, with the generous support of the Winnetka Historical Society, Winnetka Park District, Winnetka-Northfield Chamber of Commerce, Winnetka Community House, Landmark Preservation Commission, District 36, Winnetka Library, Women’s Exchange, and Village Staff, the 150th anniversary of the Village of Winnetka was observed throughout the year with many community partners and special events; and

WHEREAS, the notable people, places, and progress of Winnetka have been celebrated beginning with “Founder’s Day,” Chamber Recognition Luncheon, local landmarks trolley tours, Historical Society Gala’s “Rockin’ on the Ravines,” Independence Day, presentations highlighting Winnetka’s contributions and influence beyond its borders, and with its grand finale event “Pioneer Day” at the Schmidt-Burnham Log House; and

WHEREAS, the Village of Winnetka planted a commemorative 150th Anniversary tree in Crow Island Woods as a symbol and tribute to Winnetka’s people, places, and progress that will continue to flourish for future generations, and the Village will honor this special year with a time capsule filled with mementos collected throughout the year for future residents of Winnetka to enjoy; and

WHEREAS, the Village Council recognizes its community partners and the citizens of Winnetka, past and present, for their enduring contributions to the civic, cultural, and historical life of the Village over the past 150 years; and

NOW THEREFORE, the Council of the Village of Winnetka thanks the Winnetka community for its support of, and participation in, the 150th anniversary celebrations of the Village of Winnetka.

Chris Rintz, President
Village of Winnetka

Dated: _____