

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
October 15, 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) October 29, 2019 Budget Meeting
 - b) November 5, 2019 Regular Meeting
 - c) November 12, 2019 Study Session
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes: None.
 - b) Approval of Warrant List dated September 27 – October 10, 20193
 - c) Ordinance No. MC-9-2019: Prohibiting Recreational Cannabis Businesses (Adoption).....4
 - d) Ordinance No. M-16-2019: Establishing an Administrative Procedure to Determine Eligibility for Benefits under the Illinois Public Safety Employee Benefits Act (Adoption).....9
 - e) Resolution No. R-77-2019: Salt Dome Roof Repair (Adoption)17
 - f) Resolution No. R-78-2019: Waiving Bidding and Approving a Contract with Fairbanks Morse LLC for Repairs to Diesel Generator Turbocharger (Adoption)36
- 8) Ordinances and Resolutions
 - a) Resolution No. R-79-2019: Approving an Agreement with Lauterbach and Amen for Auditing Services (Adoption)51
- 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 – Megan Pierce, at 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.



Agenda Item Executive Summary

Title: Approval of Warrant List Dated September 27 - October 10, 2019

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 10/15/2019

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated September 27 - October 10, 2019 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated September 27 - October 10, 2019.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. MC-9-2019: Prohibiting Recreational Cannabis Businesses (Adoption)

Presenter: Peter Friedman, Village Attorney & David Schoon, Community Development Director

Agenda Date: 10/15/2019

Consent: ☒ YES ☐ NO

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

Item History:

7/16/19 - Council adopted Resolution No. R-65-2019, A Resolution Regarding the Zoning, Regulation, Licensing, and Possible Prohibition of Recreational Cannabis Businesses (Red Flag Resolution)
9/17/19 - Council held public hearing on whether to prohibit or allow recreational cannabis businesses.
<https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-201909171.pdf>
10/1/19 - Council held public hearing and approved introduction of ordinance.
<https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-20191001.pdf>

Executive Summary:

On Tuesday, October 15, 2019, the Village Council is scheduled to consider adoption of Ordinance No. MC-9-2019, An Ordinance Amending the Winnetka Zoning Ordinance to Further Prohibit Cannabis Business Establishments in the Village (Attachment A).

On Tuesday, October 1, 2019, the Village Council held a continued public hearing to amend the Village Zoning Ordinance concerning zoning regulations for cannabis-related businesses. The Council heard testimony from members of the public. The Council then closed the public hearing, and without discussion, the Council approved introduction of the Ordinance No. MC-9-2019.

Recommendation:

Consider adoption of Ordinance No. MC-9-2019, an Ordinance Amending the Winnetka Zoning Ordinance to Further Prohibit Cannabis Business Establishments in the Village.

Attachments:

Attachment A - Ordinance No. MC-9-2019: an Ordinance Amending the Winnetka Zoning Ordinance to Further Prohibit Cannabis Business Establishments in the Village

**AN ORDINANCE AMENDING THE WINNETKA ZONING ORDINANCE
TO FURTHER PROHIBIT CANNABIS
BUSINESS ESTABLISHMENTS IN THE VILLAGE**

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, pursuant to Section 55-25 of the Act, units of local government may enact ordinances to prohibit cannabis businesses within their boundaries; and

WHEREAS, the “Winnetka Zoning Ordinance,” as amended (“**Zoning Ordinance**”), establishes, among other things, zoning districts and permitted land uses within those zoning districts; and

WHEREAS, pursuant to Sections 17.12.020, 17.16.020, 17.20.020, 17.24.020, 17.28.020, 17.32.010, 17.36.010, 17.40.020, 17.44.020, and 17.48.010 of the Zoning Ordinance, no building or lot may be used in a zoning district for any purpose other than those set forth in the aforementioned sections as permitted or special uses; and

WHEREAS, recreational cannabis businesses are not permitted or special uses in any of the Village’s zoning districts and, thus, prohibited in the Village; and

WHEREAS, on-premises and on-site consumption of cannabis is prohibited in the Village in all places deemed a public place within the meaning of the Smoke Free Illinois Act because the Village has not authorized or permitted on-premises and on-site consumption; and

WHEREAS, on July 7, 2019, the Village adopted Resolution No. R-65-2019 further affirming that recreational cannabis businesses are not permitted in any zoning district in the Village; and

WHEREAS, the Village Council has determined that it is prudent to continue to prohibit recreational cannabis businesses in the Village and make the prohibition more explicit to avoid any ambiguity or confusion (“**Proposed Amendments**”); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village Council has jurisdiction to conduct public hearings and adopt amendments to the Zoning Ordinance; and

WHEREAS, the Village Council, pursuant to proper notice, conducted a public hearing to consider the Proposed Amendments on September 17, 2019; 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;

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

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 17.04.030 OF THE ZONING ORDINANCE. Section 17.04.030, titled “Definitions,” of Chapter 17.04, titled “Introductory Provisions and Definitions,” of the Zoning Ordinance shall be amended to read as follows:

“Section 17.04.030 Definitions.

For the purpose of this title, certain terms and words are defined as follows:

* * *

C.

1. Cannabis. “Cannabis” means marijuana, hashish, and other substances 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, the resin extracted from any part of the plant; and any compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other naturally produced cannabinol derivatives, whether produced directly or indirectly by extraction; however, “cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted from it), fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. “Cannabis” does not include industrial hemp as defined and authorized under the Industrial Hemp Act. “Cannabis” also means concentrate and cannabis-infused products.

2. Cannabis Business Establishment. “Cannabis business establishment” means a cannabis cultivation center, craft grower, infusing organization, processing organization, dispensing organization, transporting organization, or any other form or type of business classified as a “Cannabis Business Establishment” in the Illinois Cannabis Regulation and Tax Act of 2019 (P.A. 101-0027), as the same may be amended from time to time.

43. Carport. “Carport” means an open-sided roofed shelter for motor vehicles, boats or trailers, usually formed by extension of the roof from the side of a building.

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

~~1.14~~ Co-Working Space. "Co-working space" means office space (i) used in a hoteling model, (ii) used by individuals who are telecommuters, freelancers, self-employed or small businesses, and generally not employed by the same organization, (iii) used by individuals who subscribe to a membership to use such space, (iv) and is equipped with workspaces and facilities which allow for interaction and collaboration in groups or as a community. Co-working spaces may host classes or network events which are open either to the public or to current and prospective members.

~~1.55.~~ Coach House. "Coach House" means an accessory structure that contains no more than two accessory dwelling units, as defined in this section.

~~26.~~ Commercial. "Commercial means relating to a business, see "Business."

~~37.~~ Commercial Building. "Commercial building" means a building used in whole or in part for commercial purposes.

~~48.~~ Commercial Half-Story. See "Half-story, Commercial," below.

~~59.~~ "Common ownership" means direct or indirect legal or beneficial ownership of more than one lot or parcel of land by the same person or persons. For this purpose, ownership by the spouse of a person shall be considered the same as ownership by the person himself or herself.

~~610.~~ "Corner lot" means a lot situated at the junction of two or more streets.

~~711.~~ "Corner lot line" means the longest street line of a corner lot.

~~812.~~ "Corner yard" means a yard extending along the full length of a corner lot line and back to a line drawn parallel to the corner lot line, at a distance equal to the distance between the corner lot line and the nearest point of the building including, where applicable, the average front setback, but excluding any area included within a front yard.

~~913.~~ Court, Outer. See "Outer Court," below.

~~1014.~~ "Courtyard" means an area of open, unoccupied space, three sides of which are formed by buildings located on the same zoning lot and the entire fourth side of which abuts and is open and accessible to a public street.

* * *

SECTION 3: 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

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

near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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: October 1, 2019

Passed and Approved: _____, 2019



Agenda Item Executive Summary

Title: Ordinance No. M-16-2019: Establishing an Administrative Procedure to Determine Eligibility for Benefits under the Illinois Public Safety Employee Benefits Act (Adoption)

Presenter: Megan E. Pierce, Assistant Village Manager

Agenda Date: 10/15/2019

Consent: ☒ YES ☐ NO

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

Item History:

October 2, 2018- Resolution No. R-60-2018

October 1, 2019- Introduction of Ordinance No. M-16-2019

Executive Summary:

In October 2018 the Village Council adopted, by Resolution, an administrative procedure that the Village uses to determine eligibility for benefits under the Illinois Public Safety Employee Benefits Act (PSEBA). A few updates have been made to the original process outlined. Village staff also recommends this process is established by an Ordinance, rather than as a Resolution.

Recommendation:

Consider adoption of Ordinance No. M-16-2019, Establishing an Administrative Procedure to Determine Eligibility for Benefits under the Illinois PSEBA.

Attachments:

- Ordinance No. M-16-2019

**AN ORDINANCE ESTABLISHING AN ADMINISTRATIVE PROCEDURE TO
DETERMINE ELIGIBILITY FOR BENEFITS UNDER
THE ILLINOIS PUBLIC SAFETY EMPLOYEE BENEFITS ACT (“PSEBA”)**

WHEREAS, the Village of Winnetka (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Public Safety Employee Benefits Act, 820 ILCS 320/1 *et seq.* (“*PSEBA*”) was enacted in 1997 to require taxpayer payment for certain health insurance benefits when a full-time law enforcement officer, correctional or correctional probation officer, or firefighter suffers a qualifying injury (820 ILCS 320/10 (a)); and

WHEREAS, the Village is authorized to establish administrative procedures for determining claims for benefits under the Act (“*PSEBA Procedures*”) pursuant to its Home Rule Authority and as recognized in *Pedersen v. Village of Hoffman Estates*, 2014 IL App (1st) 123402; and

WHEREAS, on October 2, 2018, the Village Council adopted Resolution R-60-2018, establishing procedures to determine benefit eligibility under PSEBA (“Previous Procedures”); and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to amend the Previous Procedures and formally approve the amended PSEBA procedures as set forth in this Ordinance;

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

SECTION 1:

Title.

Administrative Procedure to Determine Eligibility for Benefits Under the Public Safety Employee Benefit Act (“PSEBA”).

Purpose.

The purpose of these administrative procedures is to provide a fair and efficient method of determining the eligibility of full-time Winnetka police officers and firefighters for PSEBA benefits.

Procedures Do Not Constitute a Contract.

The administrative procedures provided in this Ordinance do not constitute, and shall not be construed to constitute, a contract that bestows a benefit or entitlement on any particular individual. These procedures are subject to modification or amendment by the Village Council at any time.

Definitions.

Dependent Child. Dependent Child shall have the meaning set forth in PSEBA and shall only apply to existing dependent children at the time a public safety employee applies for a line-of-duty disability pension.

Director. Director shall mean the Director of the Village's Human Resources Department (Assistant Village Manager) or their designee.

Firefighter. Firefighter shall mean a full-time firefighter (firemedic) employed by the Village of Winnetka on duty at the time of his/her catastrophic injury.

Police Officer. Police officer shall mean a full-time law enforcement officer of the Village of Winnetka on duty at the time of his/ her catastrophic injury.

Procedures. The administrative procedures set forth in this Ordinance for determining claims for benefits under the Act.

Spouse. Spouse of the "injured Firefighter or Police Officer" shall be defined by the Village's Health Insurance Plan, and aside from applicable eligibility and loss of coverage provisions in such Plan, shall only apply to a public safety employee's current spouse at the time he or she applies for a line-of-duty disability pension.

PSEBA Application Required.

Any firefighter or police officer seeking PSEBA benefits ("**Applicant**") must complete an application in strict conformance with the standards set forth under PSEBA and in these Procedures ("**Application**"). The Application may seek benefits for the Applicant and/or the Applicant's spouse and eligible dependent children as provided in PSEBA. ("**Applicant's Beneficiaries**").

Application Procedure.

An Applicant shall file a PSEBA Application not later than thirty (30) days after the date of the award of a permanent duty-related disability pension to the Applicant by the Pension Board or the date such other event occurs which the Applicant claims qualifies the Applicant for PSEBA benefits (“**Event Date**”). Any Police Chief or Fire Chief who is not subject to the jurisdiction of a Pension Board shall submit a completed PSEBA Application within six months of the Event Date.

A copy of these Procedures will be provided to the Applicant along with the PSEBA Application forms.

A. The Application shall require, at a minimum, the name of the employee; the full name of the Applicant’s Spouse, date of marriage, with marriage license attached; birth certificates or adoption orders for all Dependent Children, and any and all other documents establishing that a child is “dependent” pursuant to PSEBA; the date of hire; detailed information regarding the qualifying incident(s) including date, time, place and nature of injury, and any other factual circumstances surrounding the incident giving rise to the claim; the identities of witnesses to the incident, and the names and addresses of the Applicant’s medical providers and information identifying the health care plan or plans that the Applicant has been enrolled in at all times subsequent to the qualifying incident, including the dates of any such enrollments; information and supporting documentation filed with the Pension Board by the applicant and all exhibits on file with the Pension Board and also including the names of all physicians and physician associated treaters (such as physical therapists, chiropractor, physician assistants, etc.) that an Applicant has seen for any treatment during the past ten (10) years; any and all rulings or determinations by the Pension Board; any and all documents supporting the PSEBA eligibility requirement for Applicant’s beneficiaries, including, without limitation: proof of active school enrollment and employment. Failure to file a fully complete application, along with submittal of all supporting required by these Procedures (“**Supporting Documents**”), shall result in a forfeiture of PSEBA benefits until the next date of open enrollment for the insurance.

B. *Medical Release Required.* A medical release form provided by the Director, authorizing the collection of medical information by the Village related to the incident, including, but not limited to, disability pension proceedings, Workers’ Compensation records and medical records, and each of the physicians and physician associated treaters identified in the above paragraph, shall be signed by the Applicant and submitted with the PSEBA Application (“**Medical Release**”). The Medical Release shall specify the name, address, email and phone information for pertinent health care providers and hospitals, along with the Applicant’s

signature and a witness's signature. The Medical Release shall comply with HIPAA standards. Medical records secured from the Applicant's health care providers and hospitals by the Village pursuant to the Medical Release shall be considered "Supporting Documents" for the Application.

C. *Additional Information.* The Director shall, at any time, have the authority to modify the PSEBA application, or seek additional information from an Applicant, to better enable the Village to ascertain the Applicant's eligibility under PSEBA.

D. *No Review Until Complete Application Filed.* The Village's review of the PSEBA Application will not occur until all of the required information, including all Supporting Documents, are submitted to the Director. The completed Application and Supporting Documents must be submitted by hand delivery or certified mail to the Village's Human Resources Department, at 510 Green Bay Road, Winnetka, IL 60093.

E. *Sworn Application.* All Applicants shall be sworn by the Applicant and notarized. All Supporting Documents submitted by the Applicant shall be verified under oath by the Applicant and notarized.

Processing of Application by Human Resources Department.

Upon receipt of a timely filed and complete PSEBA Application, the Director will review the Application to evaluate whether the Application is complete and demonstrates the Applicant's eligibility for PSEBA benefits.

A. *Request for Additional Information.* If the Director determines that additional information is necessary in order to evaluate the Applicant's eligibility for PSEBA benefits, the Director may schedule an informal meeting with the Applicant and/or the Applicant's designated representative. The Director also may consult with other individuals and/or resources as the Director deems appropriate.

B. *Meeting Concerning Initial Determination of Denial.* If after reviewing the Application and Supporting Documents the Director determines that the Application does not demonstrate eligibility for PSEBA benefits, the Director will send written notice to the Applicant via certified mail summarizing the reasons for the initial determination and providing the Applicant with the opportunity to meet with the Village Manager and/or the Director concerning the Application. The Applicant must request the meeting within 14 days after receipt of the written notice. At the meeting, the Applicant may present any additional information the Applicant deems appropriate. The parties shall require sworn testimony, and in order to preserve a record, at a minimum, the meeting shall be audio-recorded and/or recorded by a court reporter authorized to administer oaths.

C. *Recommendation by Director.* After completing review of the Application and Supporting Documents, and, if applicable, conducting the meeting with the Applicant after an initial determination of ineligibility pursuant to Paragraph B above, the Director will make a recommendation to the Village Manager of approval or denial of the Application.

D. *Final Decision of Village Manager.* The Village Manager will approve or deny the Application not less than 45 days after receipt of the Director's recommendation. If the Village Manager approves the Application, the Village Manager will issue a written notice to the Applicant of the approval and will authorize the Director to award PSEBA benefits to the Applicant and/or the Applicant's Beneficiaries. If the Village Manager denies the Application, the Village Manager will issue a written notice to the Applicant of the denial of the Application.

Health Insurance During Pendency of Application for PSEBA Benefits.

During the processing and review of the PSEBA Application, the Applicant may continue on the Village's health insurance plan. But, the Applicant may be responsible for payment of up to 100% of the health insurance premium, depending upon the Applicant's employment status with the Village.

If the Village Manager grants PSEBA benefits *and* the Applicant elected to continue on the Village's health insurance plan while the PSEBA Application was being reviewed, the Village will reimburse the Applicant for any health insurance premiums paid by the Applicant during the period beginning on the Event Date and ending on the date of the Village's first premium payment after the Village Manager's determination; provided, however, that any reimbursement by the Village will not exceed the pro rata amount of the Village's Base Insurance Plan (as defined below) monthly premium multiplied by the number of months, or part thereof, within the same period. The Village will pay the required reimbursement not later than 60 calendar days after the date of the Village Manager's determination. There shall be no reimbursement of health insurance premiums if the eligible recipient did not elect to continue on a Village health insurance plan while the PSEBA Application was being reviewed.

Benefits.

The only benefits granted pursuant to this Ordinance shall be those benefits required by PSEBA and the benefits shall not be less or greater than those required to be paid under PSEBA.

If the Village approves PSEBA benefits pursuant to this Ordinance, the Village's *PPO2* insurance plan (or another plan that the Village identifies in the future) is the plan offered

(“**Base Insurance Plan**”). The Village Manager reserves the right to change the Base Insurance Plan offered to persons eligible for health insurance benefits under PSEBA or those already receiving PSEBA benefits. The Base Insurance Plan will be determined annually at the start of the benefit open enrollment period. These procedures will be amended automatically if the Village decides to change the base insurance plan offered to persons who are awarded health insurance benefits under PSEBA. If the Applicant chooses to enroll in any plan other than the Base Insurance Plan offered by the Village, the Applicant must pay the difference in insurance premiums. Health insurance coverage under PSEBA does not include any supplemental coverage such as dental insurance or life insurance. All such supplemental coverage(s) are available, they may be continued by the eligible recipient at their own cost.

Reduction of PSEBA Benefits Via Other Payable Health Insurance Benefits.

Pursuant to PSEBA, health insurance benefits payable from any other source will reduce the benefits payable from the Village. Each PSEBA Applicant or Applicant’s Beneficiary claiming full health insurance benefits from the Village’s Base Insurance Plan will be required to sign an affidavit attesting that he or she is not eligible for insurance benefits from any other source.

It is the responsibility of the PSEBA benefit recipient to notify the Village within 30 days of any changes to other sources of health insurance benefits, and to otherwise comply with all applicable reporting and information requests and requirements. A PSEBA benefit recipient who receives health insurance benefits from the Village, and whose Village-paid premiums should have been reduced because of health insurance payable from another source, will be required to reimburse the Village for the difference between the premiums actually paid by the Village and the reduced premiums that the Village should have paid. The Village reserves the right to annually require any PSEBA benefit recipient to provide an affidavit attesting to any other health insurance available or payable to the PSEBA benefit recipient, the recipient’s spouse or to the recipient’s dependent children.

SECTION 2: If a court of competent jurisdiction sets aside any portion of this Ordinance as unconstitutional or unlawful, it shall not affect the validity of the remainder of the Ordinance.

SECTION 3: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of October, 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
October, 2019.

Introduced: October 1, 2019

Passed and Approved:



Agenda Item Executive Summary

Title: Resolution No. R-77-2019: Salt Dome Roof Repair (Adoption)

Presenter: James J. Bernahl, Assistant Director of Public Works and Engineering

Agenda Date: 10/15/2019

Consent: ☒ YES ☐ NO

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

Item History:

2019 Budgeted Facility Repair Item

Executive Summary:

As part of the Village's facilities maintenance program, Public Works budgeted for the removal and replacement of the existing roof for the salt dome storage building located at the Public Works Yard. This work will include the removal and disposal of existing asphalt shingles and underlayment, installation of new underlayment with GAF Timberline HD Shingles, and the removal and replacement of all aluminum roof vents on top of pentagon of dome.

On October 4, 2019, three (3) sealed bids were opened and read aloud. All bids were reviewed for completeness and accuracy, and are summarized below. The bid tabulation is attached.

Bidder	Total
Total Roofing & Construction Service, Inc.	\$ 42,000
Bulk Storage, Inc.	\$ 79,905
G&V Construction, Inc.	\$ 87,800

The apparent low overall bid was submitted by Total Roofing & construction Services, Inc. in the amount not to exceed \$42,000. The Village budgeted \$65,000; Account No. 100.30.01-549, for the proposed roof repairs.

Total Roofing & Construction Services, Inc. has extensive experience with the removal and replacement of similar salt dome facilities. Staff believes that the priced received is fair, and the Contractor will be able to meet the needs and requirements of the contract.

Recommendation:

Consider adopting Resolution No. R-77-2019, approving a contract for the Salt Dome Roof Repair Project with Total Roofing & construction Services, Inc. in the amount not to exceed \$42,000.

Attachments:

- Resolution No. R-77-2019
- Proposal
- Bid Tabulation

RESOLUTION NO. R-77-2019

**A RESOLUTION APPROVING AN AGREEMENT WITH
TOTAL ROOFING & CONSTRUCTION SERVICES, INC. FOR
REPLACEMENT OF THE SALT DOME ROOF**

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 roof of the Village's salt dome is in need of replacement ("**Work**"); and

WHEREAS, on September 20, 2019, the Village requested bids for the performance of the Work; and

WHEREAS, the Village received three bids, which were opened on October 4, 2019; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Total Roofing & Construction Services, Inc., of Dolton, Illinois ("**Contractor**") is the lowest responsible and responsive bidder for the Work; and

WHEREAS, the Village desires to enter into an agreement with Contractor for the performance of the Work in an amount not to exceed \$42,000.00 ("**Agreement**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with 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 AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

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

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

ADOPTED this 15th day of October, 2019, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000

Fax: (847) 446-1139

General Email: avasquez@winnetka.org

REQUEST FOR BIDS:	#019-021	BID ISSUE DATE: 9/20/2019
BID DESCRIPTION:	SALT DOME ROOF REPAIRS	
BID OPENING DATE:	10/04/2019	BID OPENING TIME: 10:00AM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES		

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED IN THE BID DOCUMENT. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid package and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the bid number and name on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093
--	---

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director).

Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.

BUYER:	Anthony Vasquez	PHONE:	(847)716-3504
EMAIL:	avasquez@winnetka.org		

FULL NAME OF BIDDER	Total Roofing & Construction Services, Inc.
BID CONTACT PERSON	Justin Cooper
TELEPHONE NUMBER	(708) 201-7550

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

PLEASE NOTE: Our bid documents have changed; please review carefully.

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #019-021

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Salt Dome Roof Repairs**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than 10:00 A.M. (local time), **October 4, 2019**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

None.

Inspection and Examination

Each bidder shall, before submitting its contract proposal, carefully examine the Contract form attached to this Request. Each bidder also shall inspect in detail the Work Site described in the Contract form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract; and with all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground, and other concealed conditions. The bidder whose contract proposal is accepted will be responsible for all errors in its contract proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract form or the conditions of the Work Site and the surrounding area.

Preparation of Contract Proposals

All contract proposals for the Work shall be made only on the Contract form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All contract proposals must be dated on Page 7 of the Contract form and must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact **Anthony Vasquez, Assistant Finance Director** via email only at **avasquez@winnetka.org** no later than **September 27, 2019**.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered

by mail or in person. Contract proposals received after the time specified above will be returned unopened.

Opening of Contract Proposals

Contract proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Contract Proposals

No contract proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Contract Proposals

Contract proposals that are not submitted on the Contract form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Contract Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner may accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance, shall become the Contract for the Work.

DATED: September 20, 2019

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #019-021 CONTRACT FOR

Salt Dome Roof Repairs

Full Name of Bidder Total Roofing & Construction Services, Inc. ("Bidder")
Principal Office Address 833 E. 158th St., Dolton, IL 60419
Local Office Address (Same)
Contact Person Justin Cooper Telephone Number (708) 201-7550

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

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

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Salt Dome Roof Repairs** at the **Village Maintenance Yard, 1390 Willow Road, Winnetka Illinois** (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (Building Permit to be obtained by Staff)
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

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

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

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, the Village will not pay more than the lump sum price as outlined in Attachment A.

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

All invoices shall be submitted to the Assistant Director of Public Works, James Bernahl, for review and approval.

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete all work activities before November 15, 2019.

4. Financial Assurance

A. Bonds. No performance or payment bond required for this project.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants,

and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

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

In addition, the Contractor shall receive liquidated damages of \$500 per calendar day for each additional day past the set completion date of November 15, 2019.

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the

"Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data

supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

Dated: October 3, 2019.

Bidder's Status: ☒ IL Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: Total Roofing & Construction Services, Inc.

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

(corporate seal)
(if corporation)

Printed Name: Justin Cooper

Title/Position: Vice President

Bidder's Business Address: 833 E. 158th St.
Dolton, IL 60419

Bidder's Business Telephone: (708) 201-7550 Facsimile: (708) 201-7552

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

NAME	TITLE	ADDRESS
Gregory Cooper	President	14774 W. 153 rd Lane, Cedar Lake, IN

ATTACHMENT A - SPECIFICATIONS

A. General Conditions

1) PROJECT DESCRIPTION AND SCOPE OF WORK:

The intent of this bid is to contract with a qualified contractor for roofing replacement on the existing Village of Winnetka Salt Dome located at 1390 Willow Road, Winnetka, Illinois 60093. This work will include the removal and disposal of existing asphalt shingles and underlayment, installation of 15# Felt Underlayment with GAF Timberline HD Shingles (color specific by the Village of Winnetka), and the removal and replacement of all aluminum roof vents on top of pentagon of dome.

The contractor should familiarize itself with the work area including any site restrictions. The existing salt dome has a pentagon dome shape which requires the use of specialize scaffolding for removal and installation.

All work shall be completed prior to November 15, 2019.

ATTACHMENT B – REFERENCES

Please list below current business references for which you have performed work similar to that required by this proposal. Please provide this information for each partner in a Joint Venture, and for all Subcontractors.

Facility: Village of Pekin Salt Dome
Address: 1208 Roch Street
City, State, Zip Code: Pekin, IL
Telephone Number: 309-478-5433
Contact Person: Brett Olson
Dates of Service: 11/9/2017

Facility: Village of Lisle Salt Dome
Address: 4719 Indiana Avenue
City, State, Zip Code: Lisle, IL
Telephone Number: Ted Deery
Contact Person: (708) 946-9595
Dates of Service: 12/1/2015

Facility: Village of Northfield
Address: 1800 Winnetka
City, State, Zip Code: Northfield, IL
Telephone Number: 847-946-0838
Contact Person: Matt Huebner
Dates of Service: 5/23/17

Complete this form and submit it with Form of Proposal.

Offeror's Name: Justin Cooper Signature: 

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of _____, 20____.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF WINNETKA

Signature: _____

Printed name: _____

Title: _____



DATE PROPOSAL SUBMITTED: October 3, 2019

PROPOSAL SUBMITTED TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

JOB LOCATION: 1390 Willow Rd.
Winnetka, IL

PROPOSAL FOR: New roof system on Salt Dome.

TOTAL ROOFING & CONSTRUCTION SERVICES, INC., ILLINOIS STATE
ROOFING LICENSE# 104.011280, PROPOSES TO FURNISH ALL THE
LABOR AND ALL THE MATERIALS NECESSARY FOR THE COMPLETION
OF:

- 1.) Furnish all permits, licenses, & certificates of insurance.
- 2.) Tear off and dispose of all existing roofing, underlayment felt, soil stack covers, vents, and rotten or deteriorated decking.
NOTE:
 - a.) Roof shall be maintained in a watertight condition during construction.
 - b.) Grounds and walls to be protected by tarps and/or plywood.
 - c.) Jobsite will be kept clean at the end of each work day.
- 3.) Existing deck preparation:
 - a.) Remove all existing penetrating nails.
 - b.) Furnish and install 8D deck nails at all loose existing sheeting.
 - c.) Sweep deck clean, and clean gutters free from debris.
- 4.) All debris will be hauled away off/site and disposed of in a legal manner.

Proposal For: 1390 Willow Rd.
Winnetka, IL

5.) UNIT PRICES: The undersigned hereby declares that, for adjusting the contract sum in accordance with changes in the work additive or deductive including all labor and materials, overhead and profit, the following list of unit prices are part of this proposal.

ITEM	UNIT	UNIT COST
CDX PLYWOOD ROOF DECKING	$\frac{1}{2}$ " X 4' X 8'	\$ 60.00
DECKING	1X4, 1X6, 1X8, 1X10	\$3.50 PER LINEAL FT.

NOTE: Owner or owner agent will be notified per deck inspection; change orders will be made per building, if deck replacement is found.

- 6.) Furnish and install new ice and water shield where needed.
- 7.) Furnish and install new 15# felt underlayment over the prepared decking.
- 8.) Furnish and install new starter course @ perimeter. Starter course will overlap fascia board no less than $\frac{1}{2}$ ".
- 9.) Furnish and install new GAF Timberline shingles as per manufacturer's specifications. A Lifetime manufacturer's limited warranty will be provided from the manufacturer. Color to be owner's choice from samples provided.
Color: _____
Accepted: _____
- 10.) Furnish and install new hip and ridge caps.
- 11.) Furnish and install new step flashing at all walls.
- 12.) Furnish and install new NP1 2-part urethane sealant.

Proposal For: 1390 Willow Rd.
Winnetka, IL

- 13.) Furnish and install new baby tins (subflashing)
at all walls or where needed.
- 14.) Seal existing counterflashing using solar seal
caulking.

UPON COMPLETION OF THIS PROJECT AND PAYMENT IN FULL, A
LIFETIME MANUFACTURER'S LIMITED WARRANTY ON MATERIAL
SUPPLIED BY MANUFACTURER, AND A 5 YEAR TOTAL ROOFING AND
CONSTRUCTION SERVICES, INC. A NON-TRANSFERABLE WARRANTY ON
WORKMANSHIP WILL BE ISSUED.

TOTL COST: \$42,000.00

ACCEPT: _____

TERMS: 1/2 DOWN UPON ACCEPTANCE OF PROPOSAL, BALANCE
TO BE PAID IN FULL UPON JOB COMPLETION.

NOTE #1: If paying with a Credit Card, there will be an
additional 3% charge added to the total cost of
your contract.

NOTE #2: This proposal may be withdrawn if not signed
within 30 days.

NOTE #3: Total Roofing & Construction will slightly
lift or move and replace satellite dish
equipment or antenna when installing the roof.
We will not be responsible for any realignment
cost if needed.

Hoping this meets with your approval. Please call me with
any questions regarding this proposal.

Respectfully submitted,

TOTAL ROOFING & CONSTRUCTION SERVICES, INC.

Justin Cooper
Project Manager

Proposal For: 1390 Willow Rd.
Winnetka, IL

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. I hereby represent and acknowledge that I am the owner, or agent for the owner, of the property and hereby authorize you to perform the work as specified. I also acknowledge that failure to pay will void all warranties. Payment will be made as specified in the terms of the contract. I agree to pay for the costs, including reasonable attorney fees and expenses, for the filing of a mechanic's lien or any legal action necessary to recover payments if they are not paid as outlined above. A finance charge of 1 1/2"% per month will be added to all past due balances. This is an annual percentage rate of 18%.

Accepted

By: _____ Date: _____

2019 Salt Dome Roof Replacement			ENGINEER'S ESTIMATE OF COST			Total Roofing & Construction Service, Inc. 833 E. 158th St. Dolton, Illinois 60419		Bulk Storage, Inc. 28101 S. Yates Avenue Beecher, Illinois 60401		G&V Construction, Inc. 3311 224th St. W Farmingotn, Minnesota 55024	
NO.	PAY ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Salt Dome Roof Replacement	LUMP SUM	1	\$ 50,000.00	\$ 50,000.00	\$ 42,000.00	\$ 42,000.00	\$ 75,905.00	\$ 75,905.00	\$ 87,800.00	\$ 87,800.00
TOTAL: AS CALCULATED					\$ 50,000.00	\$ 42,000.00		\$ 75,905.00		\$ 87,800.00	
TOTAL: AS READ						\$ 42,000.00		\$ 75,905.00		\$ 87,800.00	



Agenda Item Executive Summary

Title: Resolution No. R-78-2019: Waiving Bidding and Approving a Contract with Fairbanks Morse LLC for Repairs to Diesel Generator Turbocharger (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 10/15/19

Consent: ☒ YES ☐ NO

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

Item History:

The Electric Plant contains two diesel generators installed in 1978. Both units were manufactured by Fair Banks Morse Engine and produce 2.5 MW of electricity. The units are referenced as Unit #8 and Unit #9. Each of the diesel generators has two turbochargers. In early 2019, a Fairbanks Morse Technician was on-site to inspect the turbocharger units and assist with other planned maintenance work. The inspection identified the need for reconditioning work to be performed on one unit's turbochargers.

Executive Summary:

Inspection of the turbocharger units on diesel generating Units #8 & #9 was completed earlier in 2019. In order to operate efficiently and to provide the rated output, the diesel generators utilize turbochargers to increase the airflow to the engine. The inspection identified the need for future repair work on a turbocharger associated with Unit #9.

Staff has secured a proposal from the OEM, Fairbanks Morse. The cost to recondition two turbochargers is \$62,451.34. This cost is based on the turbochargers being removed by staff and shipped to the factory. The 2019 Electric Fund Budget contains \$40,000 (account #500.41.29-567) for turbocharger reconditioning. Staff is requesting approval to proceed with reconditioning one turbocharger unit in 2019. The proposed 2020 Electric Fund Budget contains funding for reconditioning the remaining Unit #9 turbocharger.

Staff is proposing to begin disassembly of Unit #9 to remove the first turbocharger in November. The turbocharger will be sent to Fairbanks Morse for reconditioning. Prior to re-assembly of the diesel generator, a recommendation to proceed and/or delay the reconditioning of the second turbocharger will be determined. At which time, the status of the first turbocharger reconditioning should be known as well as funding allocated for 2020.

Both diesel generating units at the Electric Plant are under contract with IMEA. Staff has scheduled a maintenance outage with IMEA for Unit #9. The outage will start in November 2019 and extend into January 2020.

Executive Summary (continued):

Staff is also requesting approval to order the ancillary parts (i.e. bolts, gaskets, etc.) in the amount of \$7,391.34 to support the reconditioning of both turbochargers. The requested funding authorization for the 2019 repair work is \$34,921.34 (\$27,530 turbocharger & \$7,391.34 parts).

Resolution No. R-78-2019, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest, a contract with Fairbanks Morse LLC.

The 2019 Electric Fund Budget contains \$40,000 (account #500.41.29-567) for the turbocharger reconditioning work.

Recommendation:

Consider adoption of Resolution No. R-78-2019, to waive bidding and approve a contract with Fairbanks Morse LLC for repair to the diesel generator turbocharger.

Attachments:

Resolution No. R-78-2019: A Resolution Waiving Bidding and Approving a Contract With Fairbanks Morse LLC for Repair to Diesel Generator Turbocharger

Exhibit A: Contract with Fairbanks Morse

- Exhibit A: Proposal with replacement parts listing
- Exhibit B: 2019 Fairbanks Morse LLC Standard Services Terms and Conditions

RESOLUTION NO. R-78-2019

**A RESOLUTION WAIVING BIDDING AND APPROVING A CONTRACT WITH
FAIRBANKS MORSE LLC FOR REPAIRS TO DIESEL GENERATOR
TURBOCHARGER**

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's Department of Water and Electric operates a Fairbanks Morse generator (collectively, "**Generator**") in need of repair and replacement parts ("**Parts and Services**"); and

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

WHEREAS, Fairbanks Morse LLC of Houston, Texas ("**Contractor**"), is the only company that readily provides the parts needed for the Parts and Services; and

WHEREAS, the Village desires to enter into an agreement with Fairbanks Morse to provide the Parts and Services to repair the Generator ("**Contract**") in an amount not to exceed \$34,921.34; 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 waive competitive bidding and enter into the Contract with Contractor;

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

SECTION 1: RECITALS. The Village Council 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 and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Parts and Services.

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

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village

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

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this 15th day of October, 2019, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA
CONTRACT FOR ENGINE REPAIRS

This **CONTRACT FOR ENGINE REPAIRS ("Contract")** is dated as of the ____ day of ____, 2019 ("**Effective Date**"), and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **FAIRBANKS MORSE LLC**, of 12253 FM 529, Houston, Texas 77041 ("**Vendor**").

1. Contract for Repair Services

A. Purchase of Services. The Village shall send to Vendor a turbocharger ("**Equipment**") for servicing and repair ("**Services**") in accordance with the proposal attached as **Exhibit A ("Proposal")**. Vendor shall not replace any parts until agreed upon by the Village, and upon completion of the Services, Vendor ship the repaired Equipment back to the Village at Village's cost, unless otherwise stated in Exhibit A.

The Services shall be provided in accordance with the Vendors 2019 Standard Service Terms and Conditions attached hereto as **Exhibit B** which are incorporated herein by reference.

B. Delivery Address. The Equipment must be delivered by Vendor to the following address:

Village of Winnetka
725-735 Tower Road
Winnetka, IL 60093

C. Performance Standards. The Vendor agrees that the Services and any replacement parts for the Equipment will comply strictly with the specifications identified in the Proposal. If this Contract specifies a part by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Village requires for the part. However, the Vendor may propose to replace a part with a different brand that is different than in the Proposal, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the part specified.

D. Option to Extend Services. The Village shall have the right, at its option, to provide to Vendor a second turbocharger ("**Additional Equipment**") for Services, which Services shall be provided by Vendor in accordance with the terms of this Contract in the same manner as the Services for the Equipment; provided that the pricing for the Additional Equipment Services will be mutually agreed upon by the Village and Vendor.

2. Pricing

A. Contract Price. The Proposal contained in Exhibit A is an estimate only. The Vendor shall return the Equipment to the Village and complete the Services in accordance with the Proposal. Notwithstanding anything to the contrary above, in the event the scope of the Services changes due to the actions or decisions of the Village or the actual condition of the Equipment, Vendor reserves the right to modify the Proposal and tender a new proposal for approval by the Village. Notwithstanding the foregoing, the Vendor shall not proceed with the Services, or expending funds that may be reimbursed by the Village in excess of a total price of \$34,921.34 without the prior express written authorization of the Village Manager.

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

1. The Village is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Proposal. If the Village provides Vendor with a tax exemption certificate acceptable to the appropriate taxing authorities, all claims or rights to claim any additional compensation by reason of the payment of any such tax will hereby be waived and released; and
2. No other applicable federal, state, and local taxes of any kind and nature applicable to the Services are included in the Proposal. The Village will reimburse Vendor for any taxes that are not exempt.

3. Contract Time

The Vendor shall return the Equipment to the Village at the Delivery Address and complete the Services on the Equipment as mutually agreed upon by the Village and Vendor, but in no event later than December 31, 2019, unless

otherwise agreed by the parties. The date for Services related to the Additional Equipment will be mutually agreed upon by the Village and Vendor.

4. Vendor's Representations and Warranties

The Vendor represents and warrants as follows:

A. Compliance with Laws. All Services, and all of their components shall comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

B. Not Barred. The Vendor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

C. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to complete the Services.

5. General Provisions

A. Reliance. The Vendor acknowledges and agrees that the Village is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Relationship of the Parties. The Vendor shall act as an independent contractor in completing the Services. Nothing in, nor done pursuant to, this Contract shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Vendor; or (2) to create any relationship between the Village and any subcontractor of the Vendor.

C. Default. If it should appear at any time that the Vendor has failed or refused to complete, or has delayed in the completion of the performance of the Services with diligence at a rate that assures completion of such Services in full compliance with the requirements of this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Vendor's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

2. Termination of Contract by Village. The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract after the effective date of termination. Notwithstanding anything to the contrary above, the Village will be responsible to pay Vendor for any work already performed by Vendor at the time of termination.

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

D. Notice. All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Contract, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 5.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Brian Keys, Director of Water & Electric

Notices and communications to the Vendor shall be addressed to, and delivered at, the following address:

Fairbanks Morse LLC
12253 FM 529
Houston, Texas 77041
Attention: Gary Bennett, Senior Service Supervisor

E. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the Village, the Vendor, and their agents, successors and assigns.

F. Remedies. Each of the rights and remedies reserved to the Village in this Contract are cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

G. Time. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time excluding Sundays.

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

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

J. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

K. Assignment. Neither this Contract, nor any interest herein, shall be assigned, in whole or in part, by the Vendor except upon the prior written consent of the Village.

L. Governing Law. This Contract shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. All judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal courts shall be brought in the United States District Court of the Northern District of Illinois.

M. Exhibit. Exhibits A and B attached to this Contract are, by this reference, incorporated in and made a part of this Contract. In the event of a conflict between the text of Exhibit A, and the text of this Contract, the text of this Contract will control. In the event of a conflict between the text of Exhibit B (Vendors 2019 Standard Service Terms and Conditions) and the text of this Contract, the text of this Exhibit B will control.

IN WITNESS WHEREOF, the Village and the Vendor have executed this Contract.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

FAIRBANKS MORSE ENGINE

By: _____

By: _____

Title: _____

Its: _____



an EnPro Industries company

FAIRBANKS MORSE, LLC
12253 FM 529
HOUSTON, TX 77041
Tel: 713 896 9455
Fax: 713 744 8324
www.fairbanksmorse.com

Quote to:

WINNETKA VILLAGE OF
ATTN: ACCOUNTS PAYABLE
510 GREEN BAY ROAD
WINNETKA, IL 60093
United States
Attn: CHRISTOPHER MATSUDA Fax:

COMMERCIAL QUOTATION			
Quote Number	80140330	Revision Date	
Quote Date	27-AUG-19	Page	1 of 3
Customer Ref	Exhaust & INJ Pump parts	Customer Req.	80140330 REVISION 1 8/30/19
Payment Terms	NET 30	Freight Terms	Buyer pays freight
F.O.B.	Shipping Point	Currency	USD
Sales Rep	RADEAN, NICK		

PO Item	Item	Qty	Unit	Part Number	Description	RV	Availability to Ship (days)*	Unit Price	Extended
001	1.1	34	EACH	16700435	BOLT,EXT ELBOW TO T est. item weight = 2OZ. each.		20	\$43.60	\$1,482.40
002	2.1	1	EACH	11856806	GASKET est. item weight = 5 OZ each.		20	\$201.86	\$201.86
003	3.1	16	EACH	16706603	GASKET,EXHAUST MANI est. item weight = .5 OZ each.		20	\$20.46	\$327.36
004	4.1	8	EACH	91124695	NUTS, HIGH TEMP HEA est. item weight = .3 LBS each.		20	\$3.39	\$27.12
005	5.1	8	EACH	16702969	BOLT,HEX HD 3/8-16X est. item weight = 5 OZ each.		20	\$35.97	\$287.76
006	6.1	6	EACH	16700441	BOLT,EXH MAN EXT CA est. item weight = 3 OZS. each.		60	\$62.11	\$372.66
007	7.1	6	EACH	16700442	BOLT,EXH MAN EXT CA		20	\$105.06	\$630.36
008	8.1	6	EACH	16701703	HOSE,RUBBER-HEADER		20	\$35.32	\$211.92
009	9.1	12	EACH	92600361N	CLAMPS, WORM DRIVE est. item weight = 1OZ each.		20	\$1.27	\$15.24
010	10.1	8	EACH	10555074	GASKET CAFB2791A est. item weight = -OZ. each.		20	\$2.26	\$18.08
011	11.1	2	EACH	10555038	GASKET-AIR INLET CA est. item weight = 6OZS. each.		20	\$24.02	\$48.04
012	12.1	12	EACH	16100513	GASKET,PUMP DISCH V est. item weight = .5 OZ each.		20	\$141.28	\$1,695.36
013	13.1	2	EACH	92001035	BUSHINGS, FORGED ST		60	\$1.81	\$3.62
015	15.1	2	EACH	16102300	VALVE,FREEFLOW CHEC est. item weight = 8OZ each.		20	\$891.08	\$1,782.16
016	16.1	10	EACH	16112362	ELBOW,FITTING-37DEG		20	\$28.74	\$287.40
017	17.1	1	EACH	MISCOP	MISCELLANEOUS CHARG 16 702 170 REM TURBOCHARGER. REPAIR & RETURN CUSTOMER		60	\$27,530.00	\$27,530.00



an EnPro Industries company

FAIRBANKS MORSE, LLC
12253 FM 529
HOUSTON, TX 77041
Tel: 713 896 9455
Fax: 713 744 8324
www.fairbanksmorse.com

Quote to:

WINNETKA VILLAGE OF
ATTN: ACCOUNTS PAYABLE
510 GREEN BAY ROAD
WINNETKA, IL 60093
United States
Attn: CHRISTOPHER MATSUDA Fax:

COMMERCIAL QUOTATION	
Quote Number	80140330
Quote Date	27-AUG-19
Customer Ref.	Exhaust & INJ Pump parts
Payment Terms	NET 30
F.O.B.	Shipping Point
Sales Rep	RADEAN, NICK
Revision Date	
Page	2 of 3
Customer Req.	80140330 REVISION 1 8/30/19
Freight Terms	Buyer pays freight
Currency	USD

PO Item	Item	Qty	Unit	Part Number	Description	RV	Availability to Ship (days)*	Unit Price	Extended
					PROPERTY				
018	18.1	1	EACH	MISCOP	MISCELLANEOUS CHARG 16 702 176 REM TURBOCHARGER. REPAIR & RETURN CUSTOMER PROPERTY		60	\$27,530.00	\$27,530.00

* Subject to prior sale, after receipt of order.

FAIRBANKS MORSE ENGINE STRIVES TO CONTINUOUSLY IMPROVE OUR PARTS LEAD TIMES. IF YOU ARE UNHAPPY WITH THE ABOVE QUOTED LEAD TIME, PLEASE CONTACT THE CUSTOMER SERVICE REPRESENTATIVE LISTED BELOW. THANK YOU.

QUOTATION IS VALID FOR 90 DAYS

PRICES F.O.B. FACTORY COMMERCIAL DOMESTIC PACKAGING

PAYMENT TERMS: UNLESS OTHERWISE AGREED UPON IN WRITING, TERMS OF PAYMENT ARE CASH, IN UNITED STATES DOLLARS, IN FULL, WITHIN THIRTY (30) DAYS FROM DATE OF SHIPMENT. A SERVICE CHARGE FOR LATE PAYMENT MAY BE ASSESSED AT AN INTEREST RATE OF 1.5% PER MONTH (OR SUCH OTHER RATE ALLOWABLE BY LAW). ALL ORDERS ARE SUBJECT TO THE APPROVAL OF COMPANY'S CREDIT DEPARTMENT AND COMPANY MAY REQUIRE FULL OR PARTIAL PAYMENT IN ADVANCE.

ITEMS SHOWN IN STOCK ARE SUBJECT TO PRIOR SALE

PLEASE REFERENCE FAIRBANKS MORSE ENGINE QUOTATION NUMBER WHEN PLACING ORDER

PLEASE NOTE: FAIRBANKS MORSE ENGINE HAS A \$50.00 MINIMUM ORDER/SHIPMENT VALUE REQUIREMENT (DOES NOT INCLUDE CERTIFICATION FEES OR FREIGHT CHARGES THAT MAY APPLY)

QUOTATION IS SUBJECT TO THE ACCOMPANYING TERMS & CONDITIONS (BF5398)

Total: \$62,451.34

CONTACT:
GARY BENNETT

FAX:
713-744-8324

SIGNATURE
X

Fairbanks Morse Engine

Standard Services Terms and Conditions

Fairbanks Morse Engine ("FM") will invoice customer ("Purchaser") for standard services in accordance with the following Service Rates, Billing Terms and Conditions and General Term and Conditions (collectively, the "Terms"). Unless otherwise expressly agreed by the parties in writing, the Terms shall apply to all services provided by FM to Purchaser and such Terms are subject to change without prior notice. Any sale by FM of engines, parts or other goods shall be subject to FM's standard sales terms and conditions of sale of parts or equipment, as applicable. Notwithstanding the foregoing, any goods and services sold for use at or in connection with a Nuclear Facility or Nuclear Installation shall be subject to FAIRBANKS MORSE ENGINE STANDARD TERMS AND CONDITIONS (NUCLEAR).

SERVICE RATES

Service Level Provider	Standard Hourly Rate (Weekday)	Overtime Hourly Rate (Weekday)	Overtime Hourly Rate (Weekend/Holiday)
Mechanic	\$132	\$200	\$289
Field Service Technician	\$173	\$260	\$375
Technical Representative	\$240	\$361	\$514
Technical Supervisor	\$292	\$437	\$505
Analytical Engineer	\$435	\$652	\$932

BILLING TERMS AND CONDITIONS

- A. Weekday Standard hours are defined as Monday to Friday with an 8-hour shift.
- B. Weekday Overtime hours are defined as Monday to Friday exceeding an 8-hour shift.
- C. Weekend hours are defined as all hours on Saturday or Sunday.
- D. **Holiday hours for 2019** are defined as all hours on January 1, April 19, May 27, July 4, September 2, November 28-29, December 25.
- E. Minimum charge and standby time is four (4) hours (local FME Service Center geographical area) and eight (8) hours (away from local FME Service Center geographical area) at quoted service rates, set forth above.
- F. Travel, lodging, per diem and transportation are invoiced at cost plus 15%.
- G. Travel Time is invoiced at a rate of \$132.00/hour, weekend and holiday travel will be charged at a premium rate.
- H. Per Diem will be charged at \$60 per day or in accordance with Joint-Travel Regulation (JTR), if applicable.
- I. Mileage will be charged at \$0.75 per mile or in accordance with Joint-Travel Regulation (JTR), if applicable.
- J. Minimum charge for on-site Analytical Engineer is two (2) 12-hour-working days at service rates set forth above.
- K. Stand-by time is defined as time where FM service personnel are available to work, but Purchaser requests that FM service personnel not initiate or perform work.
- L. Travel time is defined as the actual time where FM service personnel is en route to/from work site.
- M. Purchaser-furnished lodging accommodations must meet FM standards. FM reserves the right to accept the accommodations or arrange separate accommodations and invoice Purchaser reasonable amounts therefor. Purchaser assumes all charges related with travel time associated with new accommodations to work site.
- N. For service extending at least 30 calendar days, FM reserves the right to relieve and replace existing service personnel.



Fairbanks Morse Engine

Standard Services Terms and Conditions

- O. Unless otherwise agreed in writing, Purchaser shall furnish all materials, supplies, utilities, tools as may be required by FM service personnel to perform agreed upon service work, at agreed upon work site.
- P. Purchaser warrants that all furnished materials, supplies, utilities and tools are in acceptable working condition to perform service work and require acceptance of FM service personnel. Any delays due to condition of Purchaser-furnished materials, supplies, utilities, and tools are charged at the applicable service rates.
- Q. Purchaser may not share FM's Service Rates with a third party without FM's prior written consent.
- R. Purchaser's order will not be subject to cancellation or deferment of scheduled start date without FM's written consent. Upon written cancellation request by Purchaser, service order will be subject to a 25% fee based on the value of the estimate or proposal, or \$1,500.00, whichever is greater. If Purchaser requests cancellation less than thirty (30) days prior to the date on which work from Company is scheduled to commence, the order will be subject to a 50% fee based on the value of the estimate or proposal, or \$5,000.00, whichever is greater. Special items, tooling or subcontractors' charges will be charged at proposed rates plus 25%.
- S. Purchaser shall reimburse FM for any sales, use, value-added, occupation, excise or other tax arising out of the provision of services hereunder or shall provide FM with a tax exemption certificate acceptable to the appropriate taxing authorities.
- T. Unless otherwise agreed upon in writing, terms of payment are cash, in United States Dollars, in full, within thirty (30) days from date of shipment. A service charge for late payment may be assessed at an interest rate of 1.5% per month (or such other rate allowable by law). All orders are subject to the approval of FM's Credit Department and FM may require full or partial payment in advance.

GENERAL TERMS AND CONDITIONS

1. **Acknowledgement and Acceptance.** Unless specifically set forth and agreed to in writing by FM, all articles and services are sold under these Terms only. Any other rates, terms or conditions, including any set forth on Purchaser's purchase order or other document, unless specifically set forth and agreed to in writing by FM, are rejected and shall be deemed inapplicable notwithstanding any provisions in the Purchaser's purchase order or other document to the contrary. In the event Purchaser accepts any articles or services, such performance by Purchaser shall be deemed to be upon all the terms and conditions contained herein.
2. **Delivery.** Except as may be specifically set forth and agreed to in writing by FM, delivery will be F.O.B. point of shipment. Shipping or service dates are estimates which are not guaranteed and are based upon prompt receipt of all necessary information.
3. **Force Majeure.** FM shall in no event be liable for delays or failure to perform caused by fire, acts of God, strikes, labor difficulties, acts of governmental or military authority, delays in transportation or in procuring materials or any other event beyond FM's control.
4. **Warranty.** (a) General. FM warrants to Purchaser that the performance of the services provided hereunder shall be performed in a professional and workmanlike manner. FM further warrants that, to the extent applicable, all services shall be performed in accordance with the written specifications agreed between the parties, if any. Any claim for breach of warranty must be made within 90 days after completion of the service and FM shall have no liability for claims made after such 90-day period. FM's exclusive remedy for warranty claims hereunder shall be: (i) reperformance or rectifying the defective service, or (ii) refund of the price paid for the service at FM's sole discretion. **THESE ARE FM'S ONLY WARRANTIES. FM MAKES NO OTHER WARRANTY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF**



Fairbanks Morse Engine

Standard Services Terms and Conditions

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. As a condition to FM's obligations hereunder for breach of warranty, Purchaser shall offer its reasonable cooperation and assist FM in the course of FM's review of any warranty claim. Anything contained herein to the contrary notwithstanding, in no event shall FM be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any goods, components, parts, software or services which, following delivery or performance by FM, has been subjected to accident, abuse, misapplication, modification, improper repair, alteration, improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Purchaser's specifications or designs or those of its contractors or subcontractors other than FM; (v) defects associated with consumable parts or materials, the lifetime of which is shorter than the warranty period set forth in this Section; (vi) defects associated with Purchaser's specifications or designs or those of its contractors or subcontractors other than FM; (vii) defects resulting from the manufacture, distribution, promotion or sale of Purchaser's own products; (viii) accessories of any kind used by the Purchaser which are not manufactured by or approved by FM or (ix) the cost of any repairs or alterations made by others (including Purchaser) except those repairs or alterations made with its specific written consent.

(b) Special Provisions for Warranty of Technical Representative Services and Technical Supervisor Services. Notwithstanding the foregoing, the following provisions shall apply to the warranty as it relates to Technical Representative Services and Technical Supervisor Services where FM is supervising or consulting on work performed by Purchaser or a third party ("Technical Representative Services and Technical Supervisor Services"). Purchaser acknowledges that the scope of FM's Technical Representative Services and Technical Supervisor Services is limited to the explicit requirements provided by FM and generally include the following: (i) consulting with and responding to questions from Purchaser, (ii) notifying Purchaser of any material failure to follow written instructions or written materials provided by FM that is observed by FM's technician, (iii) notifying Purchaser of any failure to follow oral instructions provided by FM's technician that the technician becomes aware of, and (v) performing the agreed test procedures and providing the results to Purchaser. Given the limited scope of Technical Representative Services and Technical Supervisor Services, FM's exclusive warranty regarding such services shall be limited to warranty that: (i) its technician's written and oral responses or instructions are in accordance with FM's written manuals, guidelines and instructions and are otherwise consistent with industry standards, and (ii) its technician promptly notified Purchaser of any deficiency or failure that he or she observed consistent with the scope identified in (ii) and (iii) above. Except for the foregoing modified scope of warranty for Technical Representative Services and Technical Supervisor Services, the remaining provisions of Section 4(a) shall apply, including the 90-day limit on warranty claims, the exclusive remedies and exclusions. For the avoidance of doubt, FM shall not be responsible for errors in erection, installation or commissioning that is not performed by FM except to the extent associated with a breach of the limited warranty on Technical Representative Services and Technical Supervisor Services above.

5. Limitation of Liability. IN NO EVENT SHALL FM BE LIABLE FOR SPECIAL, INDIRECT, COLLATERAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF POWER OR PRODUCTION, VESSEL DOWNTIME OR DELAYS, DRY DOCK EXPENSES, OR FOR LOST CHARTERS OR ALTERNATE TONNAGE OR SUBSTITUTE TOWS OR LOSS OF PROFITS. THE REMEDIES OF PURCHASER AS SET FORTH HEREIN, ARE EXCLUSIVE. THE LIABILITY OF FM, ON ANY CLAIM OF ANY KIND, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY EQUIPMENT COVERED BY OR FURNISHED UNDER THIS CONTRACT SHALL IN NO CASE EXCEED THE AMOUNT PAID TO FM BY PURCHASER UNDER THIS CONTRACT FOR THE SERVICES GIVING RISE TO SUCH LIABILITY,



Fairbanks Morse Engine Standard Services Terms and Conditions

AND UPON EXPIRATION OF THE WARRANTY PERIOD ALL SUCH LIABILITY SHALL TERMINATE. THE FOREGOING SHALL CONSTITUTE THE SOLE LIABILITY OF FM. PURCHASER AGREES TO INDEMNIFY AND HOLD HARMLESS FM FROM ALL CLAIMS BY THIRD PARTIES WHICH EXTEND BEYOND THE FOREGOING LIMITATIONS OF FM'S LIABILITY. THE IMMEDIATELY PRIOR SENTENCE SHALL NOT EXTEND TO THIRD-PARTY CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE TO THE EXTENT CAUSED BY FME.

6. **Laches.** Failure of FM to exercise any right or remedy under these Terms shall not be deemed a waiver of such right, nor shall any lien or other right of FM be lost or impaired by laches or in any manner or by any act of failure to act except by payment in full to FM.

7. **Choice of Law; Arbitration.** It is expressly agreed and understood that these Terms shall be governed by and interpreted under the laws of the State of North Carolina, U.S.A. Any dispute arising out of or related to this Agreement shall be subject to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by such arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in English language in Charlotte, North Carolina. The award of the arbitrators will be accompanied by a statement of the reasons upon which the award is based.





Agenda Item Executive Summary

Title:

Resolution No. R-79-2019: Approving an Agreement with Lauterbach and Amen for Auditing Services (Adoption)

Presenter:

Timothy J. Sloth, Director of Finance

Agenda Date:

10/15/2019

Consent:☐

YES

☒

NO

☐

Ordinance

☒

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

The Village is required by the State of Illinois to have an audit of its financial statements by an independent auditor following the close of each fiscal year. Lauterbach and Amen has been the Village's auditor since 2006 and we are proposing extending their contract for an additional three years.

Executive Summary:

Lauterbach and Amen was founded 21 years ago with the goal of providing an unrivaled level of service and expertise to local governments. They are different from most accounting firms in that they are specialized in the governmental sector, and specifically in the area of governmental auditing and consulting. The firm has grown and now consists of 5 partners, 23 Managers / Senior Accountants and 22 Staff Accountants. Lauterbach and Amen is a member of the AICPA Governmental Audit Quality Center, with an unmodified peer review report - the highest level awarded for a firm's quality control system. They are located within DuPage County in the town of Warrenville.

Total fees for each of the annual audits are summarized below:

- 2019 = \$29,580
- 2020 = \$30,160
- 2021 = \$30,740

This past year the Village paid \$30,160 for the audit.

Recommendation:

Given the high quality of work exhibited by Lauterbach and Amen over the past several years on the Village's audit and the very reasonable pricing extended staff recommends executing the included agreement between the Village of Winnetka and Lauterbach and Amen to provide the annual audit for the next three years.

Attachments:

Resolution No. R-79-2019
Engagement Letter

RESOLUTION NO. R-79-2019

**A RESOLUTION APPROVING AN AGREEMENT WITH
LAUTERBACH & AMEN, LLP
FOR AUDITING SERVICES**

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

WHEREAS, the Village has previously retained Lauterbach & Amen, LLP ("**Lauterbach**") to provide the Village auditing services; and

WHEREAS, the Village desires to renew its engagement with Lauterbach for Lauterbach to provide the Village auditing services for the years ending on December 31, 2019, 2020, and 2021 (collectively, "**Services**"), as more fully described in the engagement agreement attached hereto as Exhibit A ("**Agreement**"); and

WHEREAS, Lauterbach has proposed providing the Village the Services for the years ending in on December 31, 2019, 2020, and 2021 in amounts not to exceed \$29,580.00, \$30,160.00, and \$30,740.00, respectively; and

WHEREAS, the Village Council has determined that Lauterbach's proposal to perform the Services best meets the needs of the Village; and

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

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

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

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

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

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

ADOPTED this 15th day of October, 2019, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT



August 7, 2019

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

We are pleased to confirm our understanding of the services we are to provide the Village of Winnetka, Illinois for the years ended December 31, 2019, December 31, 2020 and December 31, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the years ended December 31, 2019, December 31, 2020 and December 31, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, pension plan employer contribution schedules, changes in the employer's net pension liability schedules, pension plan investment return schedules, and schedule of changes in employer's total OPEB liability.

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: combining and individual fund statements and budgetary comparison schedules, and other information listed as supplemental schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information: introductory and statistical information.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Members of the Village Council of the Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Audit Procedures – General (Continued)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the Village and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and required audit adjustments, if any, for the Village in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles.

Management Responsibilities (Continued)

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Village of Winnetka, Illinois
August 7, 2019
Page 5

Engagement Administration, Fees, and Other

Our fees for the December 31, 2019, December 31, 2020 and December 31, 2021 audit will be \$29,580, \$30,160 and \$30,740, respectively.

We appreciate the opportunity to be of service to the Village of Winnetka, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Cordially,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Village of Winnetka, Illinois.

By: _____

Title: _____