



Village of Winnetka

Village Council Regular Meeting

November 15, 2022 at 7:00 PM

Police Department
410 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. December 6, 2022 Regular Meeting
 - b. December 13, 2022 Study Session
 - c. December 20, 2022 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Approval of Agenda**
- 7. Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. October 18, 2022 Regular Meeting
 - ii. November 1, 2022 Regular Meeting
 - b. Approval of Warrant List Dated October 28, 2022 - November 10, 2022
 - c. Village Council Meeting Schedule for 2023
 - d. Ordinance No. M-14-2022: Bertling Lane, Hill Road, and Woodland Avenue Pathway Vacation (Adoption)
 - e. Resolution No. R-102-2022: Waiving Competitive Bidding and Approving the Purchase of a Derrick Truck from Altec Industries, Inc. (Adoption)
 - f. Resolution No. R-109-2022: Authorization to Use Motor Fuel Tax Funds (Adoption)
 - g. Resolution No. R-110-2022: Local Agency Agreement for Federal Participation (Adoption)
 - h. Resolution No. R-111-2022 Safebuilt Contract Renewal (Adoption)
- 8. Ordinances and Resolutions**
 - a. Public Hearing - FY 2023 Village Budget
 - i. Resolution No. R-115-2022: Village Budget Resolution (Public Hearing & Introduction)
 - ii. Resolution No. R-116-2022: General Fees (Introduction)

- iii. Resolution No. R-117-2022: Utility Rates & Fees (Introduction)
- b. Property Tax Levy and Abatement Ordinances
 - i. Ordinance No. M-15-2022: 2022 Tax Levy (Introduction)
 - ii. Ordinance No. M-16-2022: 2022 Tax Abatement GO Refunding Bonds, Series 2020 (Introduction)
- c. Ordinance No. MC-01-2022: Update Unincorporated Areas Fire Service Fees (Introduction)
- d. Ordinance No. MC-03-2022: Liquor Code Update (Introduction)
- e. Resolution No. R-69-2022: 1205 Sunset Contract for Purchase (Adoption)
- 9. Old Business**
- 10. New Business**
- 11. Appointments**
- 12. Closed Session**
- 13. Adjournment**

NOTICE

All agenda materials are available at villageofwinnetka.org (*Governance > Agendas & Minutes*); the *Reference Desk at the Winnetka Library*; or in the *Manager's Office at Village Hall (2nd floor)*.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
October 18, 2022**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Council Chambers at Village Hall on Tuesday, October 18, 2022, at 7:00 PM.

- 1) Call to Order. President Chris Rintz called the meeting to order at 7:00 PM. Village Manager Bahan called the roll. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Robert Dearborn, Kim Handler, and John Swierk. Absent: None. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Deputy Village Clerk Berina Gradjan, Community Development Director David Schoon, Engineering Director Jim Bernahl, and approximately 10 persons in the audience.
- 2) Pledge of Allegiance. Trustee Dalman led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) Friday, October 28, 2022 Fiscal Year 2023 Budget Review All of the Council members present said they expect to attend.
 - b) November 1, 2022 Regular Meeting All of the Council members present said they expect to attend. Trustee Swierk stated that he will not be in attendance.
 - c) Thursday, November 10, 2022 Study Session All of the Council members present said they expect to attend. Trustee Dalman stated that she will not be in attendance.
 - d) November 15, 2022 All of the Council members present said they expect to attend. Trustee Apatoff stated that he will not be in attendance.
- 4) Public Comment. None.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Cripe states that the Environmental and Forestry Commission is currently planning the upcoming year.
 - ii) Trustee Handler stated that she attended the Northwest Municipal Conference meeting.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President.
- 6) Approval of the Agenda.

Trustee Apatoff, seconded by Trustee Dalman, moved to consider Resolution No. R-107-2022: Certificate of Appropriateness for the 93 Green Bay Road Building, as part of the consent agenda. By voice vote, the motion carried.

Trustee Cripe, seconded by Trustee Dalman, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agenda

a) Village Council Minutes

i. September 13, 2022 Study Session

b) Approval of Warrant List dated September 30, 2022 – October 13, 2022 in the amount of \$1,645,296.70.

a) Resolution No. R-97-2022: Copier Lease Agreements (Adoption)

b) Resolution No. R-107-2022: Certificate of Appropriateness – Building Only – 93 Green Bay Road (Adoption)

c) Resolution No. R-108-2022: Construction Engineering Contract for North of Willow Road Stormwater Project (Adoption)

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

8) Ordinances and Resolutions. None.

a) Resolution No. R-106-2022: Cook County Forest Preserve – Stormwater IGA (Adoption)

Village Manager Rob Bahan commends the culmination of over 6 years of work between the Village and the Forest Preserve District of Cook County, reflecting on the history of the stormwater project and emphasizes the importance of preserving the resources of the Skokie Lagoons. Mr. Bahan confirms that the Intergovernmental Agreement substantially meets terms of the Memorandum of Understanding executed between the Forest Preserve District of Cook County and the Village of Winnetka in 2017 and anticipated the approval from the District at the November 15th meeting.

Chris Slattery, Director of Planning and Development at the Forest Preserve District of Cook County, states that while the mission of the District is to preserve and protect the Forest Preserve, Ms. Slattery indicates the benefits of the approval of the Intergovernmental Agreement pertaining to stormwater related matters. Ms. Slattery also states that this IGA is unique and not a precedent for other agencies.

Council unanimously commends the work between the Village and Forest Preserve District of Cook County.

Trustee Cripe, seconded by Trustee Swierk, moved to adopt Resolution No. R-106-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None.

b) Ordinance No. M-12-2022: 1122 Gage - Variations (Adoption)

Community Development Director David Schoon informs Council that after discussion at the October 8th Council meeting, the applicant has submitted updated exterior building

elevations reflecting the new garage doors of the coach house that will match the garage doors currently on the main house.

Trustee Dearborn and Trustee Handler believe that the Village Code stipulates rules and regulations that are in place, do not believe Council should set a precedent for future requests.

Members of Council discuss the importance of upkeeping an older coach house, the ability for Council to review and consider requests on a case-by-case basis, and the importance of Council assisting residents with such requests that may need additional review and consideration for historic preservation.

President Rintz states that Council will not set a precedent based on one variance request and believes that the applicant is requesting the variation in an effort to preserve the coach house.

Trustee Swierk, seconded by Trustee Cripe, moved to adopt Ordinance No. M-12-2022. By roll call vote, the motion carried. Ayes: President Rintz, Trustees Cripe, Dalman, and Swierk. Nays: Trustees Apatoff, Dearborn, and Handler. Absent: None.

9) Old Business.

a) One Winnetka Concept Review

Community Development Director David Schoon briefs Council and members of the public on the planned development process that the developer will need to navigate through prior to Council approving final plans. David Schoon briefly presents the concept plan consisting of residential units, commercial space, on-site parking, zoning and subdivision relief, and compensating benefits.

With the consideration of suggested improvements and follow up by Council at the December 7, 2021 Council meeting, John Murphy, Murphy Design Group, and Jon Talty, OKW Architects, inform Council of the revised plans pertaining to the development. Jon Talty confirms changes related to the height and number of stories of the building, number of units relative to parking, and the overall proposed changes to the development, confirming that the proposed development consists of 48 rental units, 18,800 square feet of commercial space, and 155 parking spaces; 39 spaces at ground level and 116 spaces underground lower level. Jon Talty provides an overview of the building use, parking related information, and architectural design elements.

Public Comment.

- i) John Phelan indicates that neighboring residents of the proposed development are sensitive to the plans and commends the work for John Murphy and Jon Talty. President Rintz encourages the development team to build relationships and open discussion with surrounding residents.
- ii) Frank Detrick believes the development is a great improvement from the December 7, 2021 meeting.

Council discusses the height of the building, unit sizing, commercial space concerns pertaining to medial and financial services, and encourage the developers to consider the safety of pedestrians.

10) Presentations

a) Music Fest Presentation

Trustee Handler recuses herself due to her involvement in the Music Fest.

Scott Myers presents the goals for the Music Fest, planning process and involvement of different staff, residents, and volunteers, attendance, and financial related matters pertaining to revenue, expenses, and sponsorship.

Mark Haller emphasizes the importance of contributions from patrons for the Music Fest and indicates that the Music Fest provides local business support, exceptional experiences for attendees, attraction for prospective residents, and the enhancement the Music Fest contributes to the reputation of Winnetka.

Council discusses the changing demographic of attendees, expansion of the event over the course of years, and future plans for the Music Fest.

Council unanimously commends the work and efforts put forth towards the Music Fest and believes the Music Fest is a great event for the Village.

10) New Business. None.

11) Appointments:

a) Appoint Mark Haller to a full term on the Zoning Board of Appeals – his term will expire on October 18, 2027.

Trustee Dearborn, seconded by Trustee Apatoff, moved to appoint Mark Haller to a full term on the Zoning Board of Appeals. His term will expire on 10/18/2027. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Handler. Nays: Trustee Swierk. Absent: None.

12) Closed Session. None.

13) Adjournment. President Rintz asks for call to adjourn. Trustee Apatoff, seconded by Trustee Cripe, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:23 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
November 1, 2022**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Police Department on Tuesday, November 1, 2022, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:03 PM. Village Manager Bahan called the roll. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Robert Dearborn, and Kim Handler. Absent: Trustee Swierk. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Fire Chief John Ripka, Community Development Assistant Planner Chris Marx, Community Development Assistant Director Brian Norkus, and approximately 8 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
Trustee Apatoff enters at 7:04 PM.
- 3) Quorum.
 - a) Thursday, November 10, 2022 Study Session
 - b) November 15, 2022 Regular Meeting
- 4) Public Comment. None.
- 5) Presentations
 - a) 2022 Preservation Award
Jack Coladarci, Chairman of the Landmark Preservation Commission, presents the 2022 Preservation Award to 811 Cherry Street. The property owners, Kathleen and Ron Hamburger, have been awarded the rehabilitation award for the front porch addition to a 103-year-old home.
- 6) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. None.
- 7) Approval of the Agenda. Trustee Dalman, seconded by Trustee Apatoff, moved to approve the Agenda. By voice vote, the motion carried.
- 8) Consent Agenda
 - a) Village Council Minutes.
 - i. September 20, 2022 Regular Meeting

- ii. October 6, 2022 Regular Meeting
- iii. October 11, 2022 Study Session

- b) Approval of Warrant List dated October 14, 2022 – October 27, 2022 in the amount of \$2,377,740.32.

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

9) Ordinances and Resolutions.

- a) Ordinance No. M-14-2022: Bertling Lane, Hill Road, and Woodland Avenue Pathway Vacation (Public Hearing & Introduction)

President Rintz declares the public hearing regarding the public pathway vacation open.

Community Development Assistant Director Brian Norkus states that the owners of 443 Hill Road, 166 Woodland Avenue, and 170 Woodland Avenue have requested the vacation of the public pathway so that it may be incorporated into the land area of each parcel.

Brian Norkus provides information pertaining to financial matters such as appraisal fees, plat of vacation and subdivision, county recording fees, expenses for the removal of the concrete sidewalk and associated restoration work, and Village expenses associated with the transfer. With present electric utilities and an active 20-inch storm sewer line, it is required that a utility easement is obtained in favor of the Village.

Brian Norkus confirms that there have been no public comments received.

Council discusses the storm sewer location and maintenance of the pathway.

Council commends the work of Brian Norkus, congratulates him on his retirement, and thanks him for his public service.

President Rintz declares the public hearing regarding the public pathway vacation closed.

Trustee Dalman, seconded by Trustee Cripe, moved to introduce Ordinance No. M-14-2022. By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dalman, Dearborn, and Handler. Nays: None. Absent: Trustee Swierk.

- b) Resolution No. R-113-2022: Purchase of Ambulance - 2024 (Adoption)

Fire Chief John Ripka states that due to significant manufacturing delays resulting in ambulance build times to be more than 2 years, staff is suggesting the purchase of an ambulance with an anticipated delivery date in 2024 or 2025.

Chief Ripka indicates the ambulance improvements consisting of additional safety features, UV lighting for disinfection purposes, increased patient privacy features, and improved drive performance.

Council discusses repair costs, purchase costs, and anticipated delivery. Chief Ripka indicates that the reserve ambulance will continue to be maintained by the Village.

Trustee Dearborn, seconded by Trustee Apatoff, moved to adopt Resolution No. R-113-2022. By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dalman, Dearborn, and Handler. Nays: None. Absent: Trustee Swierk.

b) Resolution No. R-114-2022: Renewal of Kenilworth Fire Service Contract (Adoption)

Fire Chief John Ripka states that the Village of Winnetka has provided fire protection and paramedic services to the Village of Kenilworth while in return, charging an annual fee for these services.

The current agreement in place is set to expire on December 31, 2022. Chief Ripka confirms that the Village of Kenilworth received a cost saving proposal from the Village of Wilmette. However, with significant negotiations led by Village Manager Bahan, a new seven-year contract has been negotiated.

Chief Ripka indicates the agreement terms, service costs, and staffing levels.

Council discusses financial matters such as Winnetka's profit, service expenses, and call statistics.

President Rintz reflects on the negotiation process between the Village of Winnetka and Village of Kenilworth and commends the agreement terms and conditions.

Trustee Apatoff, seconded by Trustee Cripe, moved to adopt Resolution No. R-114-2022. By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dalman, Dearborn, and Handler. Nays: None. Absent: Trustee Swierk.

10) Old Business. None.

11) New Business. None.

12) Appointments: None.

13) Closed Session: None.

14) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Dalman, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:44 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated October 28, 2022 - November 10, 2022

PRESENTER: Robert M. Bahan

AGENDA DATE: November 15, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated October 28, 2022 - November 10, 2022.

RECOMMENDATION:

Consider Approving the Warrant List Dated October 28, 2022 - November 10, 2022.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Village Council Meeting Schedule for 2023

PRESENTER: Kristin Kazenas

AGENDA DATE: November 15, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

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

EXECUTIVE SUMMARY:

The proposed 2023 Village public meeting schedule is attached; additional special meetings may be convened as needed.

2023 Village Council Regular Meetings

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

* Rescheduled due to the Consolidated Election.

** Rescheduled due to Independence Day.

2023 Village Council Study Sessions

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

*** Traditionally canceled, but held if necessary.

RECOMMENDATION:

Consider approving the 2023 Village regular meeting schedule for publication.

ATTACHMENTS:

1. 2023 Annual Meetings Notice

**VILLAGE OF WINNETKA
OPEN MEETINGS ACT NOTICE
SCHEDULE OF REGULAR MEETINGS FOR 2023**

Pursuant to the provisions of the Illinois Open Meetings Act, notice is hereby given of the Schedule of Regular Meetings of the various public bodies of the Village of Winnetka for the year 2023.

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

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

¹ The Regular Village Council meeting scheduled on April 4 will be held on April 3 due to the Consolidated Election.

² The Regular Village Council meeting scheduled on July 4 will be held on July 6 due to Independence Day.

The **Police Pension Fund** board meets at the Police Department, 410 Green Bay Road, at the following dates and times: January 26; April 27; July 27; and October 26 at 8:30 AM

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

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

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



Agenda Item Executive Summary

TITLE: Ordinance No. M-14-2022: Bertling Lane, Hill Road, and Woodland Avenue Pathway Vacation (Adoption)

PRESENTER: Brian Norkus

AGENDA DATE: November 15, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On November 1, 2022, the Village Council approved introduction of Ordinance No. M-14-2022, Vacating a Portion of a Public Pathway Adjacent to 443 Hill Road, 166 Woodland Avenue, and 170 Woodland Avenue and Approving a Subdivision Plat to Consolidate the Parcels.

EXECUTIVE SUMMARY:

On November 1, 2022, the Village Council discussed the request submitted by the owners of 443 Hill Road, 166 Woodland Avenue, and 170 Woodlane Avenue to vacate the public pathway so that it may be incorporated into the land area of each of their respective parcels. As part of the proposed vacation of the pathway, the existing sidewalk will be removed, land restored to match adjacent grade, and an asphalt driveway patched. The Village will retain an 8-foot wide utility easement for an existing 20" storm sewer and an underground electric service both of which run underneath the public pathway. Staff noted that the existing storm sewer is in fair condition and that future excavation can be forestalled by trenchless relining of the sewer. After hearing from the applicants and no members of the public, the Council voted 5-0 to approve introduction of Ordinance No. M-14-2022.

RECOMMENDATION:

The Council may wish to consider adoption of Ordinance No. M-14-2022, Vacating a Portion of a Public Pathway Adjacent to 443 Hill Road, 166 Woodland Avenue, 170 Woodland Avenue and Approving a Subdivision Plat to Consolidate the Parcels.

ATTACHMENTS:

1. Ordinance No. M-14-2022: Ordinance Vacating Pathway and Approving Plat of Subdivision (Woodland Avenue and Bertling Lane)

**AN ORDINANCE
VACATING A PORTION OF A PUBLIC PATHWAY ADJACENT TO
443 HILL ROAD, 166 WOODLAND AVENUE, AND 170 WOODLAND AVENUE
AND APPROVING A SUBDIVISION PLAT TO
CONSOLIDATE THE PARCELS**

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

WHEREAS, the Village of Winnetka has the power to vacate public rights-of-way pursuant to Section 11-91-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.*, and its home rule powers; and

WHEREAS, the Village Board of Trustees does hereby determine that there is no public benefit to be obtained by the Village's continued ownership of the portion of the public pathway adjacent to the properties commonly known as 443 Hill Road, 166 Woodland Avenue, and 170 Woodland Avenue (collectively, "***Receiving Properties***"); and

WHEREAS, the Village Council further determines that it would be in the best interests of the public to vacate the portion of the previously dedicated public pathway adjacent to the Receiving Properties and the owners of the Receiving Properties (collectively, "***Owners***"), have requested this vacation; and

WHEREAS, the Village Council does hereby certify that the right-of-way described in Section 2 below is located entirely within the corporate limits of the Village of Winnetka and is subject to the jurisdiction of the Village of Winnetka; and

WHEREAS, the Owners have prepared a Plat of Resubdivision for the Receiving Properties consolidating the corresponding portion of the Public Pathway described in this Ordinance with the adjacent Receiving Property; and

WHEREAS, consolidation of land is considered a minor subdivision procedure under the Winnetka subdivision regulations ("***Subdivision Regulations***"); and

WHEREAS, staff has reviewed the Plat of Resubdivision and recommends approval by the Village Council;

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

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

SECTION 2: VACATION. Subject to and contingent on the prior satisfaction of the conditions stated in Section 4 of this Ordinance, the portion of the public alley depicted and described on the Plat of Vacancy ("***Public Pathway***"), prepared by Geodetic Survey, Ltd., and dated September 21, 2022, consisting of one sheet, attached to and made a part of this Ordinance as **Exhibit A ("*Plat of Vacation*")**, is hereby vacated and closed to public use, with title to the Public Pathway transferring to the owners of the Receiving Properties located adjacent thereto.

SECTION 3: CONDITION OF VACATION. The Owners shall each pay to the Village, as consideration for the vacated Public Alley, the amount of \$17.22 per square foot (collectively, "***Vacation Compensation Fee***") for the portion of the Public Pathway to be vacated and transferred to each respective Owner. The Owners shall pay the Vacation Compensation Fee to the Village within 30 days after the date of adoption of this Ordinance.

SECTION 4: RECORDATION OF PLAT OF VACATION. The Village Manager is hereby authorized and directed to cause a certified copy of this Ordinance, together with the Plat of Vacation, to be recorded with the Cook County Recorder of Deeds upon compliance with all the conditions and requirements of this Ordinance.

SECTION 5: APPROVAL OF PLAT OF SUBDIVISION. The Plat of Subdivision, prepared by Geodetic Survey, Ltd., on September 21, 2022, attached to, and by this reference, made a part of this Ordinance as **Exhibit B ("*Woodland Subdivision*")** shall be, and are hereby, approved in substantially the following form, and in a final form to be approved by the Village Manager.

SECTION 6: AUTHORIZATION TO EXECUTE PLAT OF SUBDIVISION. The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Plat of Consolidation, subject to certification by the Office of the Cook County Clerk that there are no property tax delinquencies, as well as all other certifications, as necessary.

SECTION 7: RECORDATION OF PLAT OF SUBDIVISION. The Village Manager is hereby directed to record the Plat of Consolidation in the Office of the Cook County Recorder upon the occurrence of all of the events listed in Sections 3 of this Ordinance.

SECTION 8: REPEAL. Unless the conditions set forth in Section 3 are satisfied in full within 60 days after passage of this Ordinance, the Village Council shall have the right, but not the obligation, to repeal this Ordinance by Resolution, in which case this Ordinance shall not take effect and shall be deemed null and void after that date.

SECTION 9: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 15 day of November, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2022.

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 _____,
2022.

Introduced: November 1, 2022

Passed and Approved: _____, 2022

EXHIBIT A
PLAT OF VACATION
(SEE ATTACHED EXHIBIT A)

{00128940.1}
November 15, 2022

M-14-2022

PLAT OF VACANCY
OF

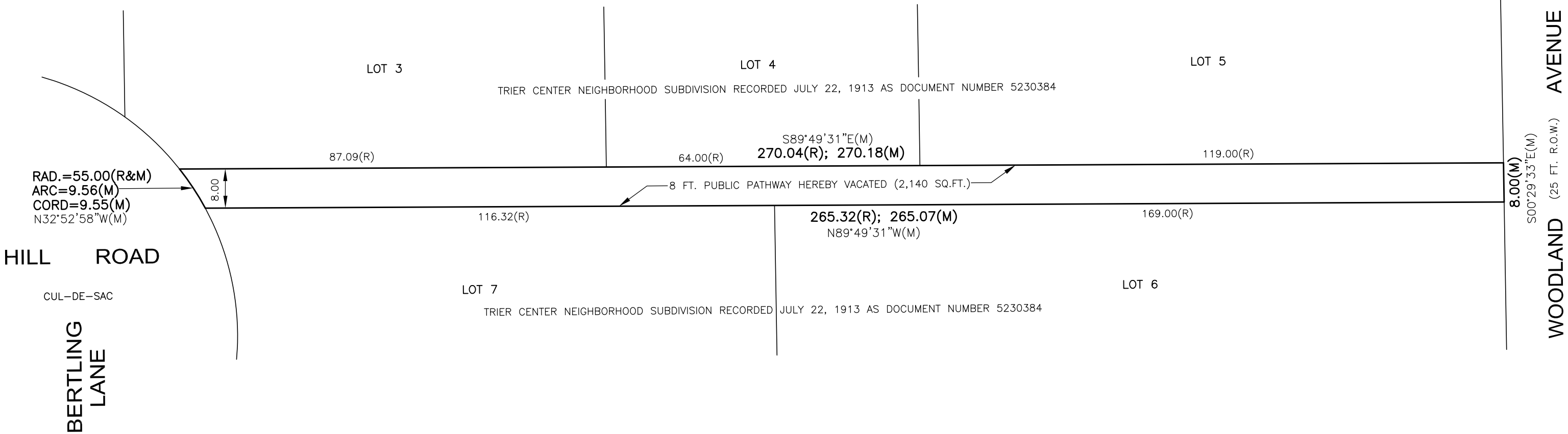
EXHIBIT A



SCALE: 1 INCH = 20 FEET

LEGEND:
(R) = Subdivision Record
(M) = Measured

This plat submitted for recording by:
Name: VILLAGE OF WINNETKA
Address: 510 GREEN BAY ROAD
City: WINNETKA
State: ILLINOIS Zip 60093



STATE OF ILLINOIS
COUNTY OF COOK SS
APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, ILLINOIS,
AT A MEETING HELD ON THIS DAY OF , A.D., 20.

BY:
VILLAGE PRESIDENT

ATTEST:
VILLAGE CLERK

STATE OF ILLINOIS
COUNTY OF COOK SS
APPROVED THIS DAY OF , 20 BY THE VILLAGE ENGINEER
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

BY:
VILLAGE ENGINEER

STATE OF ILLINOIS
COUNTY OF COOK SS
APPROVED THIS DAY OF , 20 BY THE VILLAGE COLLECTOR
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

BY:
VILLAGE COLLECTOR

STATE OF ILLINOIS
COUNTY OF COOK SS
GEODETIC SURVEY, LTD., AN ILLINOIS LAND SURVEYING
CORPORATION, DO HEREBY CERTIFY THAT WE HAVE PREPARED
THIS PLAT OF VACATION IN ACCORDANCE WITH OFFICIAL RECORDS
AND THAT SAID VACATION IS CORRECTLY REPRESENTED HEREON.
FIELD WORK COMPLETED: SEPTEMBER 9, 2022
DATED THIS 21st DAY OF SEPTEMBER, 2022.
BY
PROFESSIONAL ILLINOIS LAND SURVEYOR NO.3384
LICENSE EXPIRES 11/30/2022

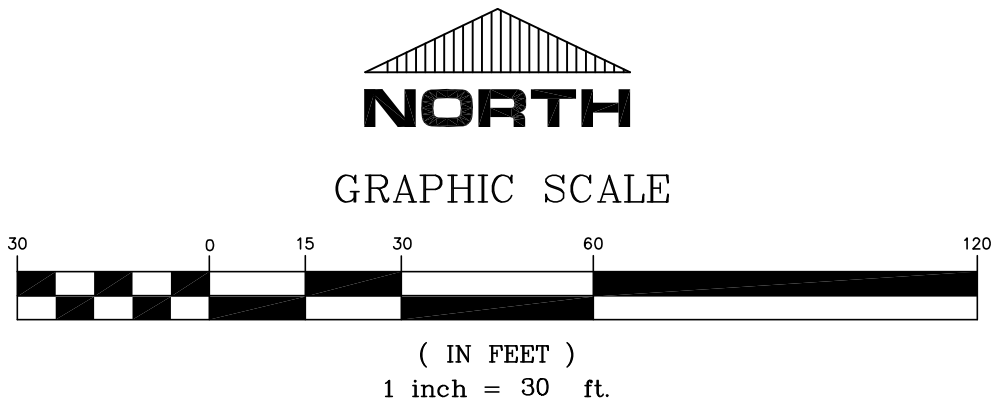
EXHIBIT B
PLAT OF SUBDIVISION
(SEE ATTACHED EXHIBIT B)

{00128940.1}
November 15, 2022

M-14-2022

FINAL PLAT OF
WOODLAND SUBDIVISION

BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



This plat submitted for recording by:
Name: VILLAGE OF WINNETKA
Address: 510 GREEN BAY ROAD
City: WINNETKA
State: ILLINOIS Zip 60093

PERMANENT INDEX NUMBER: 05-21-414-014-0000

TAX BILL RECIPIENT:
JOHN J. KARP & JENNIFER K. KARP
170 WOODLAND AVENUE
WINNETKA, ILLINOIS 60093

OWNER'S CERTIFICATE:

State of Illinois } s.s.
County of Cook }

We, John J. Karp and Jennifer K. Karp, do hereby certify that we are the owners of the property described hereon and that we have caused the said property to be surveyed and resubdivided as shown hereon as the Woodland Subdivision and legally described on the plat of the same name.

Dated this ____ day of _____, A.D. 20____.

Owner's Signature

Owner's Signature

NOTARY CERTIFICATE:

State of Illinois } s.s.
County of Cook }

I, _____ a Notary Public in and for said County in the State

of Illinois, do hereby certify that _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as owners of the property described hereon, appeared before me this day in person and acknowledged that they signed and delivered this plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D. 20____.

Notary Public

MORTGAGE CERTIFICATE:

State of _____ } s.s.
County of _____ }

This is to certify that _____ Chase as mortgage under the provisions of that certain mortgage and assignments of rents dated _____, recorded in the public records of _____ County, _____, on _____ as Document No. _____ is the mortgage of the property described on the plat of subdivision and does hereby consent to and acknowledge and adopt said plat.

Dated this ____ day of _____, A.D. 20____.

By: _____
(Vice) President

Attest: _____
Secretary

NOTARY CERTIFICATE:

State of _____ } s.s.
County of _____ }

I, _____ a Notary Public in and for said County in the State

of Illinois, do hereby certify that _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as owners of the property described hereon, appeared before me this day in person and acknowledged that they signed and delivered this plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D. 20____.

Notary Public

PERMANENT INDEX NUMBER: 05-21-414-025-0000
166 WOODLAND AVENUE, WINNETKA, ILLINOIS 60093

TAX BILL RECIPIENT:
CAROLINE N. HEALY
602 SPRUCE STREET
WINNETKA, ILLINOIS 60093

OWNER'S CERTIFICATE:

State of Illinois } s.s.
County of Cook }

I, Caroline N. Healy, do hereby certify that I am the owner of the property described hereon and that I have caused the said property to be surveyed and resubdivided as shown hereon as the Woodland Subdivision and legally described on the plat of the same name.

Dated this ____ day of _____, A.D. 20____.

Owner's Signature

NOTARY CERTIFICATE:

State of Illinois } s.s.
County of Cook }

I, _____ a Notary Public in and for said County in the State

of Illinois, do hereby certify that _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as owners of the property described hereon, appeared before me this day in person and acknowledged that they signed and delivered this plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D. 20____.

Notary Public

TRUSTEE CERTIFICATE:

State of Illinois } s.s.
County of Cook }

Caroline Healy, as Trustee of the Caroline N. Healy Trust, _____, not individually, but as trustee under the terms of a trust agreement dated 17th day of January, 2000, and known as trust no. _____, does hereby certify that it is, as such trustee, has caused the said property to be surveyed and subdivided as shown hereon, for the uses and purposes therein set forth and does hereby acknowledge and adopt the same under title shown hereon.

Dated this ____ day of _____, A.D. 20____.

Notary Public

NOTARY CERTIFICATE:

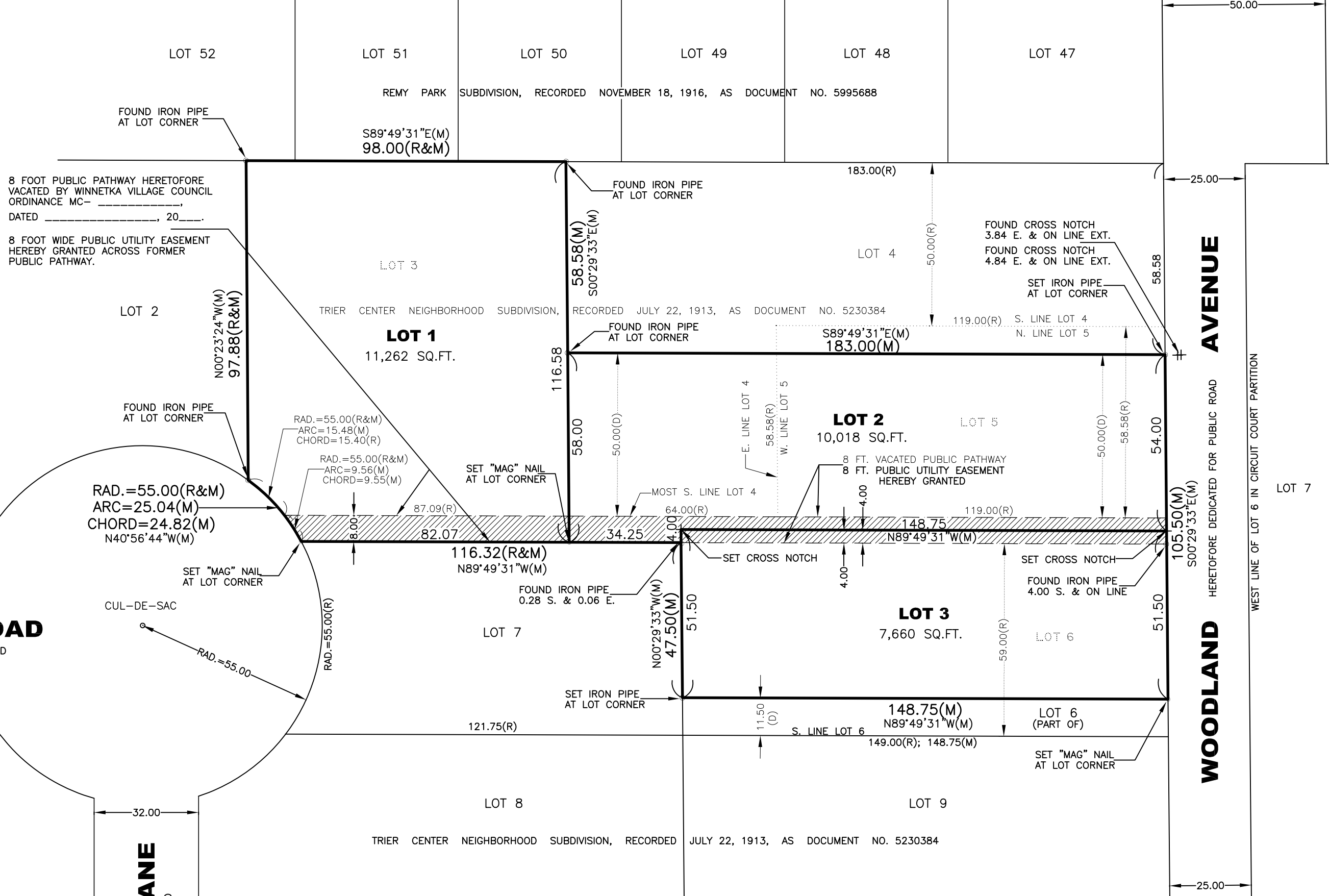
State of Illinois } s.s.
County of Cook }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby

certify that _____ personally known to me to be the president of _____ as trustee under trust no. _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such (vice) president and trust officer of said association, caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association as their free and voluntary act, and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D. 20____.

Notary Public



PUBLIC UTILITY EASEMENT

An easement is hereby granted to the Village of Winnetka for public utilities, in, upon, along, over and under those parts of the lots indicated on this plat and marked "UTILITY EASEMENT," to install, construct, lay, maintain, operate, relocate, renew and remove necessary equipment for public utility purposes, together with the rights of ingress to and egress from the easement, and the right to trim and remove such trees, bushes, shrubs and landscaping, as may be reasonably required incidental to the installation and maintenance of utility facilities. The easement may be used for gardens, shrubs, landscaping, wooden fences, and other purposes that do not interfere with the use of the easement, but no permanent buildings or structures other than driveway and sidewalk surfaces shall be placed on the easement.

State of Illinois } s.s.
County of Cook }

Approved this ____ day of _____, 20____ by the VILLAGE PRESIDENT
AND BOARD OF TRUSTEES of the Village of Winnetka, Cook County, Illinois.

Village President

Village Clerk

State of Illinois } s.s.
County of Cook }

Approved this ____ day of _____, 20____ by the DIRECTOR OF THE
WATER AND ELECTRIC DEPARTMENT of the Village of Winnetka, Cook County, Illinois.

Water and Electric Director

State of Illinois } s.s.
County of Cook }

Approved this ____ day of _____, 20____ by the DIRECTOR OF THE
COMMUNITY DEVELOPMENT DEPARTMENT of the Village of Winnetka, Cook County, Illinois.

Community Development Director

State of Illinois } s.s.
County of Cook }

Approved this ____ day of _____, 20____ by the VILLAGE ENGINEER
of the Village of Winnetka, Cook County, Illinois.

Village Engineer

State of Illinois } s.s.
County of Cook }

I, _____ Village Collector of the Village of Winnetka, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments thereon that have been apportioned against the tract of land included in this plat of consolidation

Dated this ____ day of _____, 20____.

Village Collector

SURVEYOR'S CERTIFICATE:

State of Illinois } s.s.
County of Cook }

I, Robert P. Jacob an Illinois licensed land surveyor do hereby certify that I have surveyed and subdivided the following described properties:

LOT 3 IN TRIER CENTER NEIGHBORHOOD SUBDIVISION, BEING A SUBDIVISION OF LOT 7 OF CIRCUIT COURT PARTITION IN THE SOUTHEAST QUARTER 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: 05-21-414-012-0000

ALSO THE SOUTH 50 FEET OF THE WEST 64 FEET OF LOT 4 AND THE SOUTH 50 FEET OF LOT 5 IN TRIER CENTER NEIGHBORHOOD SUBDIVISION, BEING A SUBDIVISION OF LOT 7 OF THE CIRCUIT COURT PARTITION, IN THE SOUTHEAST QUARTER 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: 05-21-414-014-0000

ALSO THAT PART OF LOT 6, LYING NORTH OF A LINE DRAWN 11-1/2 FEET NORTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF LOT 6 IN TRIER CENTER NEIGHBORHOOD, BEING A SUBDIVISION OF LOT 7 OF CIRCUIT COURT PARTITION IN THE SOUTHEAST QUARTER 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: 05-21-414-025-0000

ALSO THE VACATED PUBLIC PATHWAY IN TRIER CENTER NEIGHBORHOOD SUBDIVISION, BEING A SUBDIVISION OF LOT 7 OF CIRCUIT COURT PARTITION IN THE SOUTHEAST QUARTER 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

All dimension are in feet and decimal parts thereof.

I further certify that the property shown hereon is identified as Zone "X" (Unshaded), areas determined to be outside the 0.2% annual chance floodplain and is not situated in a special flood hazard area, by the Federal Emergency Management Agency, as per The Flood Insurance Rate Map, Village of Winnetka Community Number 170176, Map No. 17031C0251 K, effective date 09/10/2021.

I further certify that the property shown hereon is situated within the corporate limits of the Village of Winnetka, Illinois.

Dated this 21st day of September, 2022.

Illinois Licensed Land Surveyor No. 3384
License expires 11/30/2022

PERMANENT INDEX NUMBER: 05-21-414-012-0000

TAX BILL RECIPIENT:
JEFFREY WALTER BURTELOW & ABBY LOVE BURTELOW
443 HILL ROAD
WINNETKA, ILLINOIS 60093

OWNER'S CERTIFICATE:

State of Illinois } s.s.
County of Cook }

We, Jeffrey Walter Burtelow and Abby Love Burtelow, do hereby certify that we are the owners of the property described hereon and that we have caused the said property to be surveyed and resubdivided as shown hereon as the Woodland Subdivision and legally described on the plat of the same name.

Dated this ____ day of _____, A.D. 20____.

Owner's Signature

Owner's Signature

NOTARY CERTIFICATE:

State of Illinois } s.s.
County of Cook }

I, _____ a Notary Public in and for said County in the State

of Illinois, do hereby certify that _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as owners of the property described hereon, appeared before me this day in person and acknowledged that they signed and delivered this plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D. 20____.

Notary Public

MORTGAGE CERTIFICATE:

State of _____ } s.s.
County of _____ }

This is to certify that _____ First Commonwealth as mortgage under the provisions of that certain mortgage and assignments of rents dated _____, recorded in the public records of _____ County, _____, on _____ as Document No. _____ is the mortgage of the property described on the plat of subdivision and does hereby consent to and acknowledge and adopt said plat.

Dated this ____ day of _____, A.D. 20____.

By: _____
(Vice) President

Attest: _____
Secretary

NOTARY CERTIFICATE:

State of _____ } s.s.
County of _____ }

I, _____ a Notary Public in and for said County in the State

of Illinois, do hereby certify that _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as owners of the property described hereon, appeared before me this day in person and acknowledged that they signed and delivered this plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D. 20____.

Notary Public

GEODETIC SURVEY, LTD.
PROFESSIONAL DESIGN FIRM NO. 184-003942
200 WAUKEGAN ROAD, GLENVIEW, IL 60025
TEL. (847) 904-7690; INFO@GSURVEY.NET

REVISIONS	DATE
PER VILLAGE COMMENTS	10/04/2022

FILE NO. 22-278
DATE: 09/21/2022



Agenda Item Executive Summary

TITLE: Resolution No. R-102-2022: Waiving Competitive Bidding and Approving the Purchase of a Derrick Truck from Altec Industries, Inc. (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: November 15, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The proposed 2023 Water Fund Five Year Capital Improvement Plan contains the planned purchase of new digger derrick truck in 2027. Due to the pandemic, manufacturing lead times have resulted in significant delays in the receipt of a new truck. On two prior occasions (Resolution No.'s R-65-2022 & R-86-2022), the Village Council has entered into agreements for aerial bucket trucks with scheduled delivery dates in 2025 and 2028.

EXECUTIVE SUMMARY:

Similar to the approach used to secure manufacturing slots for electric aerial bucket trucks, staff is requesting approval to award a contract to Altec Industries to secure a manufacturing slot for a future digger derrick truck. Manufacturing lead times for large utility trucks continues to trend around 52-60 months. The 2023 Water Fund Capital Improvement Plan proposes the purchase of a new digger derrick truck in fiscal year 2027 at an estimated cost of \$380,000. Based on current market conditions, a digger derrick truck, ordered at this time in 2022, will have an estimated delivery date in the year 2027.

The Village has previously purchased a digger derrick from Altec Industries. Due to the extended lead time, Altec is unable to provide a firm price for the new truck. The manufacturer has provided an estimated price of \$413,847 for the truck specified by staff. This truck is similar to the existing 2009 truck scheduled for replacement which contains a corner mounted digger derrick. This truck is primarily used by the water crew but can also be used by an electric crew for a variety of tasks. The unit is equipped with a pole hole auger, "pole claw" and a winch at the end of the boom. The winch is used to move equipment and materials such as fire hydrants, water main pipe, valves, and the tapping machine. On electric projects, the digger derrick is used to move transformers and cable reels. During large storm events, the truck's "pole claw" can be used to temporarily support a damaged pole until a repair crew is available to replace the pole. The truck is also equipped with a hydraulic tool circuit for operating equipment like a de-watering pump and a saw for water main repairs.

With the assistance of the Village Attorney, an agreement has been developed to provide a future option for the Village to accept and/or cancel the derrick truck prior to manufacturing. Eighteen months prior to the start of manufacturing (i.e. mid year 2026), Altec Industries will provide the Village with a

firm price for the specified truck. The Village will have the option to accept or decline the updated price. If the Village elects not to proceed, there is no penalty to cancel the order. The agreement contains a provision which provides the Village with forty five days of time to review and approve the updated truck price. Payment terms for the line truck are net 30 upon delivery, commissioning and acceptance of the new truck.

The quote for the new digger derrick truck is contained in Exhibit A of the Resolution. Altec is one of the largest manufacturers of utility trucks. The Water & Electric Department fleet contains an aerial line truck and derrick truck manufactured by Altec. The vendor has been competitive in pricing and provides good equipment support. In the immediate area, both Naperville and ComEd utilize Altec line trucks.

Staff recommends accepting Altec's quotation to secure a manufacturing slot for a truck to be delivered in 2027. A future revision of the Water Fund Five Year Capital Improvement Plan will be revised to reflect the truck's estimated purchase cost of \$413,847 for fiscal year 2027.

RECOMMENDATION:

Consider adoption of Resolution No. R-102-2022, Waiving Competitive Bidding and Approving the Purchase of a Digger Derrick Truck from Altec Industries in an amount of \$413,847 subject to price adjustment in accordance with the contract terms.

ATTACHMENTS:

1. Resolution No. R-102-2022: Waiving Competitive Bidding and Approving Purchase of Digger Derrick Truck from Altec Industries

RESOLUTION NO. R-102-2022

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING
THE PURCHASE OF A DERRICK TRUCK FROM ALTEC INDUSTRIES, INC.**

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

WHEREAS, the Village Water & Electric Department, in its Capital Improvement Plan, has identified the need to purchase a custom-manufactured utility digger derrick truck for delivery in 2027; and

WHEREAS, supply chain and labor shortages related to the COVID-19 pandemic have generated unforeseen manufacturing delays, preventing the scheduled purchase and delivery of utility trucks; and

WHEREAS, the Village Water & Electric Department currently operates trucks manufactured by Altec Industries, Inc. ("**Altec**") and has been satisfied with its products, pricing, and customer support; and

WHEREAS, to secure delivery in 2027, Altec has offered to manufacture and deliver a custom-manufactured digger derrick utility truck ("**Truck**"), for an anticipated price of \$413,847.00, subject to the terms and conditions of the purchase agreement attached to this Resolution as **Exhibit A** ("**Contract**"); 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, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to: (i) waive the bidding requirement pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual; and (ii) enter into the Contract with Altec for the purchase and manufacture of the Truck;

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

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

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

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

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

SECTION 5. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law by the vote of two-thirds of the Trustees.

ADOPTED this 15th day of November, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

CONTRACT

**AGREEMENT FOR PURCHASE AND MANUFACTURE
OF ELECTRIC UTILITY TRUCK**

TRUCK PURCHASE AND MANUFACTURE AGREEMENT (“**Agreement**”), dated as of November __, 2022 (the “**Effective Date**”) is made by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipality (the “**Village**”), and **ALTEC INDUSTRIES, INC.**, an Alabama corporation (the “**Vendor**”) (collectively, the “**Parties**”).

RECITALS:

WHEREAS, the Village seeks to purchase a custom-manufactured electric utility line truck (“**Truck**”) consisting of the component parts and matching the specifications set forth in the quote attached to and incorporated into this Agreement as **Exhibit A** (“**Quote**”); and

WHEREAS, the Vendor desires to source the component parts of, manufacture, sell, and deliver the Truck to the Village in accordance with this Agreement; and

WHEREAS, due to supply chain and labor shortages related to the COVID-19 pandemic, Vendor requires Village to enter into this Agreement for the purchase and manufacture of the Truck immediately in order to assure delivery of the Truck in 2027; and

NOW THEREFORE, in consideration of, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Manufacture and Delivery of Truck.**

A. **Services.** The Vendor agrees to source the component parts of, manufacture, and deliver the Truck to the **Delivery Address** set forth in Exhibit A on time and in new, complete, undamaged, and first-quality condition, and built in compliance with the requirements of this Agreement (collectively, the “**Services**”). The Vendor must:

- (1) **Specifications.** Perform the Services in compliance with all specifications, components, prices and costs, deadlines, requirements, terms and other details set forth in the Quote and any Village Addenda documents attached to and incorporated into this Agreement as **Exhibit B** (“**Village Addenda**”) (collectively, the “**Specifications**”).
- (2) **Components, Labor, Equipment, Materials and Supplies.** Provide, perform, and complete in the manner specified and described in this Agreement all necessary purchase and delivery orders, work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to provide the deliver the Truck to the Village in accordance with the Specifications, including all components parts of the Truck listed in the Quote (collectively, “**Components**”) whether produced by Vendor or third-party manufacturer.

- (2) Bonds and Insurance. Procure and furnish all bonds, insurance certificates, and policies of insurance specified in this Agreement.
- (3) Miscellaneous. Perform all other things required of the Vendor by this Agreement.

B. Performance Standards. The Truck must comply with the Specifications. If the Specifications identify a specific Component by brand, name, or model, then that Specification is intended to reflect the required performance standards that the Village requires for that Component. The Vendor may propose to deliver a Component that is a different brand or model if the Vendor provides the Village with written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the product or component specified. Vendor must obtain the Village's written consent to an alternative component prior to incorporating the alternative component into the Truck, which consent the Village may withhold in its sole discretion.

C. Responsibility for Damage or Loss. The Vendor is responsible and liable for, and will promptly and without charge to the Village, repair or replace damage done to and any loss or injury suffered by the Village as a result of a failure to perform hereunder.

D. Delivery. The Vendor price and method of delivery are F.O.B. Customer Site, on or before **June 1, 2028** ("**Delivery Date**"), at the Delivery Address ("**Delivery**"), provided that Village produces all additions or changes to the Truck by all reasonable deadlines established by the Vendor. Time is of the essence on all matters related to this Agreement. If Delivery is not completed by the Delivery Date, the Village may terminate this Agreement or purchase the Truck elsewhere and hold Vendor accountable. If the Delivery Date cannot be met, Vendor agrees to advise the Vendor in writing of the earliest possible date of Delivery. The Vendor bears all risk of loss, injury, or destruction of the Truck until Acceptance by the Village, as defined in this Agreement. No loss, injury, or destruction of the Truck will release Vendor from any obligations hereunder.

E. Inspection; Testing; Acceptance; Rejection. The Village may inspect the Truck and any stage of production and after completion, before and after Delivery. If after inspecting the Truck following Delivery, the Village determines that all of the Specifications are met, the Village will provide Vendor with a written confirmation of its acceptance of the Truck ("**Acceptance**"). If after inspecting the Truck following Delivery the Village determines, in its sole judgment, that any part of the Truck is defective, damaged, or otherwise fails to conform to the Specifications and requirements of this Agreement, then the Village, without limiting its other rights or remedies, may (1) reject the defective or damage or nonconforming product, Component, or the entire Truck, (2) require the Vendor to cause the defective or damaged or noncompliant product or Component to be repaired or replaced at no expense to the Village, or (3) cancel this Agreement.

2. Agreement Price.

A. Notice of Price. The Parties recognize that due to the long lead time required to place the order for the Truck, Vendor cannot provide a firm quote for the Truck at the time of execution of this Agreement. Therefore, at least 18 months prior to the commencement of manufacture of the Truck, Vendor shall provide written notice to the Village (the “**Notice of Price**”) of the price for the Truck (the “**Agreement Price**”), which Agreement price Vendor shall hold firm for no less than 45 days after receipt of the Notice of Price by the Village. Within 45 days of receipt of the Notice of Price, the Village, in its sole and absolute discretion, may accept the Agreement Price or terminate this Agreement.

B. Taxes. All other applicable federal, State, and local taxes of every kind and nature applicable to the Truck are included in the Agreement Price.

C. Time of Payment. The Village must pay the Agreement Price to the Vendor within 30 days after Acceptance (“**Time of Payment**”).

D. Late Payment. The Village must pay Vendor interest in the amount of one-half percent per month for any portion of the Agreement Price paid after the Time of Payment.

3. **Agreement Time.**

The Vendor will complete the Services and affect Delivery of the Truck to the Village by the Delivery Date.

4. **Termination for Convenience.**

The Village may terminate this Agreement for any reason or no reason at all, by providing written notice to the Vendor, and paying a portion of the Agreement Price and Vendor’s costs, if any, pursuant the following schedule:

A. If the Village terminates the Agreement on or before December 31, 2024, the Village will not be required to pay the Agreement Price and will be fully relieved of all liability for any payments related to this Agreement.

B. If the Village terminates the Agreement on or before December 31, 2025, the Village will not be required to pay the Agreement Price and will be fully relieved of all liability for any payments related to this Agreement.

C. If the Village terminates the Agreement within six months to the Delivery Date, the Village will be required to pay the lesser of the any costs incurred by the Vendor or full Agreement Price unless the termination was caused by Vendor’s breach of this Agreement or Contractor’s indication that it will breach this Agreement.

D. If the Vendor does not affect Delivery of the Truck by the Delivery Date and the Village terminates the Agreement after July 1, 2028, the Village will not be required by pay the Agreement Price and will be fully relieved of all liability for any other payments related to this Agreement.

5. Indemnification; Penalties.

A. Indemnification. The Vendor agrees to and will indemnify and defend the Village against all damages, liability, claims, actions, losses, and expenses (including attorneys' fees) that may arise or be alleged to have arisen out of or in connection with the Vendor's performance of or failure to perform under this Agreement. The Vendor also agrees to and will indemnify and defend the Village against all claims and actions for wrongful use of patented processes, devices, components, or other elements or any other intellectual property.

B. Penalties. The Vendor will be liable for all fines and civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with the Vendor's performance of or failure to perform under the this Agreement.

5. Insurance.

The Vendor must acquire and maintain, until delivery and Village acceptance of the Truck, all of the insurance coverage and terms stated in the Quote or the Village Addenda. The Vendor must file certificates of insurance with the Village reflecting all of the required insurance coverage and naming and endorsing the Village as an additional insured.

6. Performance Bond.

Within five days after the Effective Date, the Vendor will provide the Village a performance bond in a form satisfactory to the Village and in the amount of the Agreement Price, issued by a surety company listed as one of the U.S. Treasury Department's list of approved sureties, as published in Circular 570, as of the Effective Date. Notwithstanding any other provision of this Agreement, the performance bond will not limit or affect in any way (1) any Vendor obligation or warranty as set out in the Quote, Village Addenda, or elsewhere, (2) any third party warranty, or (3) any Village right or remedy under this Agreement.

7. Vendor's Representations and Warranties.

A. Truck Warranty. The Vendor warrants that the Truck and all of its components:

- (1) Will be free from any latent or patent defects and flaws in workmanship, materials, design, and function (collectively a "**Defect**") for at least one year after Acceptance by the Village except for the following Components, which shall be subject to the following warranty periods:
 - i. Parts: One year following Acceptance;
 - ii, Labor: One year following Acceptance.
 - iii. Travel Charges: 90 days following Acceptance.
 - iv. Structural integrity of the booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables: as long as the Village owns the Truck.
 - v. Vendor's standard limited warranty for all Vendor-supplied Components which make up the Truck and its installation, but not for the chassis.

- (2) Will conform to the requirements of the Quote, including the Specifications and the performance standards set forth in this Agreement.
- (3) Will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from the Specifications.

In the event of a Defect, the Vendor will cause the Defect to be repaired or replaced at no cost to the Village, including without limitation transportation costs. The warranties expressed herein will be in addition to any other warranties applicable to the Components (including any third-party manufacturer's warranties) or expressed or implied by law which are hereby reserved unto the Village.

This warranty does not apply (a) to normal maintenance and adjustments, (b) if the defect or flaw has been repaired or altered by the Village or a third party in any way so that adversely affected the Truck, (c) if the Truck has been subject to misuse, neglect, or accident, or has been operated at speeds exceeding the factory-rated speed, or has been loaded beyond the factory-rated load capacity, and (d) to the chassis and associated equipment furnished with the chassis, signaling devices, generators, batteries, and other trade accessories but only to the extent that they are warranted separately by a third-party Vendor.

B. Compliance with Laws. The Truck and each of its components and equipment will comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations. Every provision required by law to be inserted into the Agreement is deemed to be inserted herein.

C. 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 the 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) for any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Truck at the Agreement Price and by the Delivery Date set forth above.

8. Acknowledgments.

The Vendor and Village acknowledge and agree that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by the Vendor in this Agreement, including the Quote.

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

C. Time; Days. Time is of the essence for Delivery of the Truck.

D. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Village: Village of Winnetka
Attn: Robert Bahan
510 Green bay Road
Winnetka, IL 60093
Email: rbahan@winnetka.org

If to Vendor: Altec Industries, Inc.
Attn: Ms. Toni Tribby
5201 W 84th Street
Indianapolis, IN 46268
Email: toni.tribby@altec.com

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of the Truck; nor any information or data supplied by the Village; nor any payment for or acceptance, possession, or use of the Truck; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under the this Agreement; nor any other act or omission of the Village will constitute or be deemed or construed to be an acceptance of any defective, damaged, or nonconforming product or Component; 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 Agreement or of any remedy, power, or right of the Village.

F. Assignment. Neither the this Agreement, nor any interest herein, may be assigned or subcontracted in whole or in part by the Vendor except with the prior written consent of the Village.

G. Governing Law. This Agreement and all rights of the parties under this Agreement will interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

H. Informative Exhibit. Exhibit A is included as an informative document with the sole purpose of providing additional context and detail with regards to the Components. All other sections and provisions of Exhibit A including will neither govern nor inform any interpretation, subject matter, rights, or duties provided in this Agreement. The terms and

provisions of this Agreement, other than Exhibit A, provide all mandatory rules governing the Services, Specifications, Components, and Delivery under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

VILLAGE:
VILLAGE OF WINNETKA

By: _____
Printed name: _____
Title: _____

VENDOR:
ALTEC INDUSTRIES, INC.

By: 
Printed name: Toni Tribby
Title: Account Manager

EXHIBIT A

Quote

[see attached pages]

EXHIBIT B
Village Addenda

NONE

{00128020.1}

Quoted for: Village of Winnetka

Customer Contact:

Phone: / Email:

Quoted by: Amber Horner

Phone: / Email: Amber.Horner@altec.com

Altec Account Manager: Toni Tribby

REFERENCE ALTEC MODEL		Sourcewell Price
DM47B	47' Digger Derrick	\$283,761

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	DM47B-US45	45' Sheave Height (DM45)	-\$1,571
2	DM47B-ESLP	Electronic Side Load Protection-eSLP	\$1,981
3	DM47B-BTW	Boom Tip Winch	\$1,306
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	CH	Cone Holder, Fold Over Post Style	\$415
2	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	\$2,132
3	PSWI4	PURE SINE WAVE INVERTER.3000 Watts Continuous. GFCI Outlet at Rear.	\$4,620
4	VR1	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$1,095
5	VRC	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	\$419
6			
7			
8			
SOURCEWELL OPTIONS TOTAL:			\$294,157

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	E-Series ILO B-Series, No RotaFloat	\$8,346
2	UNIT & HYDRAULIC ACC	Two Part Load Kit, Extended Shaft, Flow Divider, Vanair System, Extra Hose Reel, Extra 50ft Conductive Hose	\$18,689
3	BODY	Custom Body ILO Standard	\$34,931
4	BODY & CHASSIS ACC	No Glad Hands, Custom Access Step, Grab Handles, Gripstrut Bumper, No Dock Bumpers, Underbody Storage Boxes, No Pole Rack, Swing Arm, Vise and Custom Vise, First Aid Kit	\$13,387
5	ELECTRICAL	Due Beam Strobes, 6-Corner System, Directional Light Bar, Flood Lights, Kwik Raize Lights, Deep Cycle Battery, Dome Light, Lite Box	\$16,891
6	FINISHING	Custom Paint, Gatorhyde, Inbound Freight	\$10,555
7	CHASSIS	Custom Chassis ILO Standard	\$16,177
8	OTHER		\$0
OPEN MARKET OPTIONS TOTAL:			\$118,975

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$413,132

Delivery to Customer: \$715

TOTAL FOR UNIT/BODY/CHASSIS: \$413,847

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION:

October 31, 2022
Our 93rd Year**Ship To:**VILLAGE OF WINNETKA
ALTEC INDIANA SERVICE CENTER
5201 W 84TH ST
INDIANAPOLIS, IN 46268
US**Bill To:**VILLAGE OF WINNETKA
510 GREEN BAY ROAD
WINNETKA, IL 60093
United StatesAttn:
Phone:
Email:**Altec Quotation Number:** 1245560 - 1
Account Manager: Toni L Tribby
Technical Sales Rep: Amber Marie Horner

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model DM45E Hydraulic Derrick, built in accordance with Altec standard specifications and to include the following features: Not to exceed 12' 8" - Corner mount arm needs to be as close to CS side pack as possible A. Maximum Sheave Height: 44.4 ft B. Maximum Horizontal Reach: 35.0 ft C. Maximum Digging Radius: 24.8 ft D. Maximum Capacity (ANSI Rating Classification): 13,394 lb E. Articulation: 80 degrees above horizontal to 20 degrees below horizontal F. Winch: 15,000 pound bare drum capacity turntable winch with 8.625 inch diameter drum to comply with ANSI 10.31 Section 4.10.4 for synthetic rope or 15,000 pound bare drum capacity boom tip winch. High torque hydraulic motor drives a self-locking worm gear winch. Counterbalance valves on motor provide reliable load holding G. Insulated: 46 kV and below H. Hydraulic Overload Protection System: activates when unit is exposed to overload condition. System prevents actuation of all functions that could add to the overload condition including: -Boom Lower -Intermediate Boom Extend -Third Stage Boom Extend -Winch Raise -Auger Dig System automatically resets when overload condition is relieved. I. Load Indicator Gauge: located at the main control panel, displays the percentage of total allowable lifting capacity being utilized. By use of this gauge, the operator is aware of the hydraulic and structural design rating of the derrick and proximity to the limits during operation. J. Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive. K. Continuous Rotation with high capacity worm gear drive gearbox L. Electronic CAN Controls: Intuitive electronic controls with superior metering. Includes a diagnostic port which by connecting a handheld service tool, provides troubleshooting code readouts and the ability to calibrate function speeds and	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	control sensitivity. Electric controls eliminate the risk of high pressure hose leaks near the operator and leak points are minimized throughout the machine.		
M.	Indicator Light Panel at Control Station(s): indicators for hot oil, change hydraulic oil filter, Rotafloat active (if equipped), and check system light with diagnostic capabilities		
N.	Proportional Hydraulic Control System: Closed Center Hydraulic control valve for boom, winch, digger, and pole guide functions are operated and controlled by electro-proportional pressure reducing valves which provides full metering and feathering characteristics.		
O.	Manual override of electronically controlled boom, winch, and digger functions at the main control valve		
P.	Standard/Low Speed Selector: Operator can select standard or low function speed operation. When in standard mode, each function operates at normal speeds. When in low speed, the maximum operational speed of each function is slower providing finer feathering capability. The function is separate from engine throttle control.		
Q.	Remote Control Retrofittable: Control system includes single quick connect plug for quick and easy installation of radio remote control system in the field upon request (if not already equipped).		
R.	Hydraulic System: Closed Center hydraulic system with maximum flow of 50 gpm for simultaneous operation of multiple functions. Flow is provided by a variable displacement, pressure compensated, piston pump. This 'flow on demand' system optimizes the overall system efficiency. System is designed with compensators in each valve section for smooth transitions between functions.		
S.	Maximum system pressure is 3000 psi. Because flow is provided by a single source (piston pump), maximum flow is available to any combination of functions including simultaneous operation of the boom and digger/winch functions and flow combining is not necessary.		
T.	System pressure gauges mounted on main control stations.		
U.	Transferable Hydraulic Pole Guides and Steel Boom Flares at the boom tip with adjustable alignment guides. Pole guides are hydraulically powered and proportional for open, close, and tilt which provides superior performance.		
V.	Pole Guide Tilt Interlock: Prevents the upper boom from extending when the transferrable guides are attached to the intermediate boom until the proximity sensors detect that the guides are tilted all the way up and out of the way.		
W.	Fiberglass Boom Tip with provisions for platform attachment.		
X.	Two-part load line attachment point on intermediate boom.		
Y.	Full capacity fiberglass upper boom is round and is fabricated using a Centrifugally Cast process that provides a smooth surface finish inside and out that is easy to clean and is highly resistant to damage.		
Z.	Boom Stow Protection System: A proximity switch on main boom detects the boom support as the boom is being stored and limits the boom down function to avoid excessive down force into the stow.		
AA.	Auger Stow Protection: Limits the upward travel of the auger as it reaches the top of the auger stow latch to prevent an over-stow condition.		
AB.	Outrigger/Boom Interlock System: Prevents boom from being unstowed until outriggers have been at least partially deployed.		
AC.	Back-up Alarm, installed		
AD.	Two (2) Operator and Maintenance/Parts Manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
AE.	Unit is painted with an eight-step powder coat process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion, and corrosion. Eight step process includes: shot blast, alkaline cleaner, pretreatment conversion coating, drying, primer paint application, primer oven cure, topcoat		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	application, and topcoat oven cure. The conversion coating also provides protection from corrosion spreading if topcoat is damaged by reducing creep corrosion.		
AF.	Unit meets or exceeds ANSI 10.31-2019. Unit serial number placard clearly states compliance.		
AG.	Unit is designed and manufactured in facilities that are certified to meet ISO 9001 requirements.		
2.	Electric-Hydraulic Control System: Closed Center hydraulic system with maximum flow of 50 gpm for simultaneous operation of multiple functions	1	
A.	Flow is provided by a variable displacement, pressure compensated, piston pump.		
B.	This 'flow on demand' system optimizes the overall system efficiency.		
C.	System is designed with compensators in each valve section for smooth transitions between functions.		
D.	Maximum system pressure is 3000 psi.		
E.	Because flow is provided by a single source (piston pump), maximum flow is available to any combination of functions including simultaneous operation of the boom and digger/winch functions and flow combining is not necessary.		
3.	Corner Mount Pedestal, includes primary outriggers with A-frame outrigger on street side and walking beam outrigger on curb side, pivot shoes	1	
	Install a 13" x 12" swivel pad on bottom of leg		
A.	Maximum Spread: 163.44 inches at full outrigger penetration, measured to outer edge of shoes		
B.	Penetration at Maximum Extension: 6.64 in street side, 11.61 in curb side (assumes standard installation on 40 in frame height)		
C.	Standard Shoe Dimensions: 12 x 14.62 in		
D.	Electric/Hydraulic Outrigger Control Valves		
E.	Outrigger Motion Alarm and Outrigger Interlocks Included		
4.	165 - Single T-stand Control Station, Corner or Rear Mount, E-Series	1	
	Installed on SS on swing arm		
	- Controls need to be modified so that the controls can be used in the 90 degree location		
5.	Three position throttle integrated into keypad at operator control station.	1	
6.	No hard wired upper controls and NO TOOL CIRCUIT at boom tip	1	
7.	Boom Tip Mounted Winch	1	
8.	11 - Normal winch speed (15,000 lbs)	1	
9.	94 - Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs, includes all of the components necessary to operate digger, installed	1	
10.	2.63 in Hex Output Shaft With 2.63 in Hex Extension Shaft	1	
11.	88 - Digger - right-hand storage, viewing from boom tip - streetside for rear and corner mount, curbside for behind cab mount - normal. Includes Auger Overstow Protection System	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
12.	Dedicated digger shake command that provides rapid dig/clean reversing function for quick and convenient auger cleaning.	1	
13.	175 - ANSI use criteria, Digger Derrick use only (no Personnel Handling)	1	
14.	No Derrick Tong Protectors	1	
15.	Electronic Side Load Protection (eSLP)	1	
16.	Outrigger, A-Frame and Walking Beam, for Corner Mount, 145 Inch Spread Install a 13" x 12" swivel pad on bottom of legs	1	
17.	450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units, includes: Install a 13" x 12" swivel pad on bottom of legs A. Maximum Spread: 153 inches measured from centerline of shoe pins B. Penetration at maximum extension: 6.5 inches (for standard installation on a 40 inch frame height) C. Standard Shoe Dimensions: 14 x 15.25 inches D. Hydraulic Outrigger Control Valves E. Outrigger/Unit Selector Control: Reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped. F. Outrigger motion alarms G. Outrigger Interlocks: Will not allow the unit to be operated until the outriggers have been at least partially deployed.	1	
18.	Custom unit color (specify color code). L0933 EA Yellow Elite SS Altec Akzo Code: FLNA1647	1	
19.	Custom Above Rotation Color L0933 EA Yellow Elite SS Altec Akzo Code: FLNA1647	1	
20.	Custom Pedestal/Tower Color L0933 EA Yellow Elite SS Altec Akzo Code: FLNA1647	1	
21.	Custom Inner Outrigger Leg Color L0933 EA Yellow Elite SS Altec Akzo Code: FLNA1647	1	
22.	Custom Outrigger Housing Color L0933 EA Yellow Elite SS Altec Akzo Code: FLNA1647	1	

Unit & Hydraulic Acc.

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
23.	Carbide Teeth Auger 20 Inch DIA With 2-5/8 In ch Hex X 104 Inch L (Painted Black)	1	
24.	Winch Rope For Turntable Winch 115 Ft Long x 0.88 Inch Dia	1	
25.	DL/DM DC Series Derrick Subbase (Rigid)	1	
26.	Temperature Sight Gauge (FA Supplied)	1	
27.	60 Gallon Reservoir, Sight/Temperature Gauge, SAE Fittings Installed on SS cargo wall	1	
28.	HVI-22 Hydraulic Oil (Standard)	75	
29.	Standard Pump for PTO	1	
30.	Muncie PTO	1	
31.	Hot Shift PTO (for Automatic Transmission)	1	
32.	Standard Altec PTO/Transmission Functionality with Park Brake Auto Neutral for Allison Automatic Transmissions: -Once the PTO switch is on, the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced to neutral, and PTO will engage.	1	
33.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
34.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
35.	Install Tool Circuit For Hose Reel Below Rotation (Male Pressure, Female Return) Valve switches at rear to be - 1-2 position switch for the front and rear outriggers - Separate switch for each tool circuit, switch to be on/off - Tool A and Tool B to run at 9GPM simultaneously	2	
36.	50 Ft Conductive Hose Kit, Black, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return)	2	
37.	Hydraulic Hose Reel, Spring Loaded, ReelCraft, 50 Ft Hose Capacity, Vertical Mount, Top Payout (Altec Preferred) One (1) installed on CS tailshelf, payout rear - One (1) installed top rear of CS compartment top, payout CS	2	
38.	Two-Part Load Line Kit, With Snatch Block And Clevis	1	
39.	Extended Shaft for Boom Tip Winch	1	
40.	Flow Divider, Optional for Variable Tool Control - for installation of tools at tailshelf	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
41.	Unit Installation Components.	1	
42.	Additional Unit/Hydraulic Accessory	1	
	Vanair Hydraulic Driven Air Compressor		
	- ADHD 125/160/185 3.95 PT with mechanical		
	- Air compressor output shall be routed to tail shelf with valve and quick disconnect		
	- 125 CFM		
	- Vainair controls to be located in cab between cup holders		
	- Air chuck to be located at rear just to the CS of rear center step		
	- Previous job PN 970273032		
43.	Additional Unit/Hydraulic Accessory	1	
	Hydraulic tool circuits and air compressor must be able to function independently		
	<u>Body</u>		
44.	Altec Body	1	
45.	Steel Body	1	
46.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
	A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.		
	B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.		
	C. Heavy-Gauge Welded Steel Frame Construction.		
	D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.		
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.		
	F. Steel Treated For Improved Primer Bond And Rust Resistance.		
	G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.		
	H. B-Line Channel Installed In Compartments		
47.	Smooth Galvanneal Steel Floor	1	
48.	Bobtail Service Line (BSL)	1	
49.	Finish Paint Body Custom Color (Provide Color And Code)	1	
	Yellow - FLNA1647 to match chassis		
	- Outside of body compartments to be yellow		
	- Inside body compartments to be grey		
50.	Undercoat Body	1	
51.	E-Coat Body	1	
52.	Approximate Body Length (Engineering to Determine Final Length)	1	
	132		
	- Front outriggers to be in front of body		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
53.	94" Body Width	1	
54.	46" Body Compartment Height	1	
55.	18" Body Compartment Depth	1	
56.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
57.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	8	
58.	Stainless Steel Rotary Paddle Latches With Keyed Locks	8	
59.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
60.	Standard Master Body Locking System	8	
61.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
62.	Cable Holders On All Horizontal Doors	1	
	To include rubber bumpers on body to prevent damage when doors are disengaged from the vinyl coated cable holders		
63.	Two Chock Holders On Each Side of Body With Retaining Lip In Fender Panel	1	
64.	No Hotstick Shelf Required	1	
65.	No Hotstick Door Required	1	
66.	1st Vertical (SS) - Full Transverse Compartment Extending Through the Curbside Vertical	1	
67.	1st Vertical (SS) - Transverse Shelf	1	
	Install above transverse drawers		
68.	1st vertical (SS) - 4 in high midway transverse drawer kit on slides, as wide as possible (slides to SS only).	3	
	Dividers on 4" centers - To open from either CS or SS		
69.	1st Vertical (SS) - Custom Transverse Compartment Option	1	
	To be 30"W		
70.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
71.	2nd Vertical (SS) - Custom Miscellaneous Body Option	1	
	To be 24"W		
72.	3rd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	1	
	Installed 10" from bottom of compartment		
73.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
74.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	2	
75.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
76.	1st Horizontal (SS) - Fixed Shelf With Lip, No Slots, No Dividers (Plain Shelf)	1	
77.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
78.	1st Horizontal (SS) - Custom Shelf Option Must be same size as CSH	1	
79.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	1	
80.	1st Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment	1	
81.	1st Vertical (CS) - Custom Miscellaneous Body Option To be 30"W	1	
82.	1st Vertical (CS) - Inverter Storage Inside Of Body Compartment With Guard And Provisions For Remote GFCI Receptacle (Mounted On Top Shelf Unless Otherwise Specified)	1	
83.	2nd Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
84.	2nd Vertical (CS) - Custom Miscellaneous Body Option To be 24"W	1	
85.	3rd Vertical (CS) - Fixed Shelf With No Dividers Installed 8" down from top of compartment	1	
86.	3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Left Wall Installed 14" down from shelf	2	
87.	3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Rear Wall Installed 14" down from shelf	2	
88.	3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Right Wall Installed 14" down from shelf	2	
89.	1st Horizontal (CS) - Custom Drawer Kit Twenty-Four (24) Drawers - To be approx. 3" x 3" drawers - Kit to be centered in compartment - Kit to be raised off compartment floor	1	
90.	1st Horizontal (CS) - Custom Miscellaneous Body Option To be same size as SSH	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
91.	Custom D-Ring Mounted In Body Installed to CS top box for tie downs - Ref drawing in TC	8	
92.	24" L Steel Tailshelf, Width To Match Body	1	
93.	Smooth Galvanneal Steel Tailshelf	1	
94.	Custom Steel Ladder Storage Install hooks off back of SS top opening box to hold ladder vertically - Ref Drawing in TC	1	
95.	Battery Storage In Remote Steel Enclosure, Located Outside Of Body Compartments	1	
96.	Steel Open Top Storage Bin, Punched Metal Installed on top of SS compartment top - Approx. 132"L x 14"W x 16"H - Installed on lexar/plastic spacers - Ladder rack will be on SS vertically mounted - Ensure basket is installed to the cargo side of the compartment as the ladder rack will have hooks on the outside of box - To be sprayed with gatorhyde on inside	1	
97.	Sliding Hooks For Material Rails	7	
98.	Custom Material Rail To be 85" - Installed approx. 30" from cargo floor - To be installed on SS of cargo wall	1	
99.	Additional Body Option All body compartments to be lined with anti-slip matting	1	
100.	Additional Body Option False Floor - To be approx. 46"W x front of cargo area to rear of pedestal x 6"H - To include a divider in center that is recessed approx. 12" from rear - False floor needs to be constructed of 3/16 inch steel or 1/4 inch steel - Door on false floor needs gatorhyde applied to inside and outside - Latch to door will need guarded - Customer will drag water keys in and out - False floor not to be on tail shelf - Ref pic in TC - Ref DJ 31546089	1	
101.	Additional Body Option D-Rings - Installed to top of transverse box for tie downs - Ref pic in TC	6	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
102.	Additional Body Option Drop Down Door Box - Installed on top of transverse - To be approx. as Wide as possible in order to miss hydraulic tank x 30"D x 16"T	1	
103.	Additional Body Option Drop Down Door Box - Installed on top of CS compartment top - To be approx. 108"L x 18"W x 16"T - Box to have gatorhyde installed on all side and top Drop down doors to include - One (1) door on outside of the box, front 44" - One (1) door on the cargo side of the box, back 44" - Ref drawing in TC	1	
<u>Body and Chassis Accessories</u>			
104.	Set of Safety Chain D-Rings	1	
105.	ICC Underride Protection	1	
106.	Receiver Hitch 2 Class 3 No Pintle Hitch To be 25" +/- 1" from center of throat to ground	1	
107.	Install Interim (Toe) Step(s) at Rear As Needed	1	
108.	Platform Access Steps And Ladders Option 1 Ridge "L" Platform/Step - Installed on SS for operators station - Portion that operator stands on can not be fold up, but entire "L" will fold up over console - Operators platform needs to be approx. 24" x 24"	1	
109.	Small Grab Handle Installed at Rear Installed horizontally off back of SS compartment	1	
110.	U-Shaped Grab Handle Install one (1) on SS all the way to the edge of tailshelf - Install one (1) on CS even with the pedestal - Ref drawing in TC	2	
111.	Lower Boom Rest Travel height can not exceed 12' 8"	1	
112.	Wood Outrigger Pad 24 x 24 x 2.5 with Rope Handle	4	
113.	Outrigger Pad Holder, 25 L x 25 W x 5 H Fits 24.5 x 24.5 x 4 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel	4	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
114.	Pendulum Retainers For Outrigger Pad Holders	1	
115.	Rear Bumper Option 1	1	
	Gripstrut Rear Bumper - To be the same as previous build DJ 37305872 - Ref drawing in TC		
116.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	2	
117.	Mud Flaps with Altec Logo (Pair)	1	
118.	Fold Over, Post Style Cone Holder (Holds up to four 15 x15 large cones), Outrigger Mount, Street Side	1	
	Front SS outrigger		
119.	Water Cask, 3 Gallon (Plastic)	1	
120.	Water Cask Bracket for 3 Or 5 Gallon Water Casks (Wire Type) (Altec/Stock Preferred)	1	
121.	Stainless Steel Underbody Storage Box Option 1	2	
	Underbody Storage Box, Stainless Steel, 24 L x 18 W x 24 H, One (1) Drop-Down Door, Two (2) T-Handle Latches, Cable Stops, Painted Black - Install one (1) each side SS and CS rear under tailshelf		
122.	5 LB Fire Extinguisher with Heavy Duty Bracket Installed Per DEPS 042 (Amerex #B402T)	1	
123.	First Aid Kit, 2 Person	1	
124.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1	
125.	Slope Indicator Assembly (Pair) for Machine with Outrigger	1	
126.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
127.	Send Out for Spring Build Up	1	
128.	Swing-Arm for Derrick Control Console (180 Degree Rotation Mounted on Floor)	1	
	Use PN 970638291		
129.	Vise, Utility, 6.5 Jaw with 5.5 Opening Pipe Jaws with Replaceable Jaws and Swivel Base (Wilton #11128)	1	
130.	Utility Vise Option 1	1	
	Wilton Vise #746		
131.	Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate	1	
	Installed on CS tailshelf		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
132.	Additional Body/Chassis Accessory Treadplate to be added to cover gap behind SS rear outrigger	1	
133.	Additional Body/Chassis Accessory License plate to be installed on SS rear under outrigger controls	1	
<u>Electrical Accessories</u>			
134.	Compartment Lights Wired To Dash Mounted Master Switch	1	
135.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
136.	Strobe Light Option Due Beam II DB2-3CTS Amber Strobes - Install one (1) each side - Ensure brackets are similar to photos in TC - To be wired hot, not tied to ignition - Ensure they are level	2	
137.	Corner Strobe Systems Option 6-Postion Strobes - To be ECCO 3510 LED strobes - Two (2) surface mounted lights in grille - Two (2) on body sides - Two (2) round lights are rear - Wired hot, not tied to ignition	1	
138.	Directional Light Bar, Amber, LED, 34.5" Long Installed at rear above marker lights - Include eyebrow to protect the light bar if needed	1	
139.	Flood Light, LED, With Aluminum Housing, 4.25 W x 4.25 H, No Switch on the Light (Hella #H71030401) (Altec Preferred) One (1) installed on boom stow, centered to illuminate the cargo area - One (1) installed on the back of pedestal	2	
140.	Spot/Flood Light (LED) Option Kwik Raise Lights - One (1) installed on CS front corner of body - One (1) installed on SS rear of body - PN 970621626	2	
141.	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote (Go-Light #20074) One (1) installed on bracket on the back of pedestal - One (1) installed centered on chassis hood - To include two (2) spare remotes	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
142.	Go-Light Hood Mounting Bracket	1	
143.	Mounting Bracket For Pedestal Mounted Light	1	
144.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1	
145.	Altec Standard Multi-Point Grounding System	3	
146.	PTO Hour Meter, Digital, With 10 000 Hour Display	1	
147.	Trailer Receptacle Option 9 Pin Pollak Trailer Plug - Model #12-907P	1	
148.	Trailer Brake Controller, Electric (Tekonsha Voyager #9030)	1	
149.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1	
150.	Inverter, 3000 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3000N) Installed CS1V	1	
151.	Inverter Wired Ignition Hot To Switch Mounted In Chassis Cab	1	
152.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31) (Specify a Location) .	1	
153.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure Installed one (1) each side CS and SS at front of body	2	
154.	120 Volt Non-GFCI Receptacle Includes Weather-Resistant Enclosure Requires at least 1 GFCI Receptacle Installed one (1) each side CS and SS at rear of body	2	
155.	GFCI Receptacle Hardwired To Protect Additional Non-GFCI Receptacles	1	
156.	Electrical Receptacles, 12 Volt (Cigarette Lighter Style), Non-Weatherproof, Triple Bank (3 Gang) Installed in cab - To be wired battery hot at all times	1	
157.	12 Volt Electrical Receptacle(s) Wired Battery Hot	1	
158.	Pre-Wire Power Distribution Module 10 is a Compact Self-Contained Electronic System that Provides a Standardized Interface with the Chassis Electrical System	1	
159.	Install Outrigger Interlock System In Final Assembly	1	
160.	Controls Installed At Tailshelf, Outrigger Controls, Includes E-Stop, E-Series	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
161.	Cab Interior Light, LED, Dome Style, Red Or White (Specify Color Preference) To be white	1	
162.	Install Altec Telematics Control Unit (TCU) (Verizon), Includes In Cab Antenna	1	
163.	Additional Electrical Accessory LED Lite Box - Installed on floor of cab - PN 970191135	1	
164.	Additional Electrical Accessory All wiring shall be loomed and pre-assembled - Shall be enclosed inside automotive style plastic conduit - All connections to fixtures shall be solderless - Automotive type plug connector shall be provided to connect body wiring to chassis wiring	1	
165.	Foot Throttle Assembly	1	
<u>Finishing Details</u>			
166.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
167.	Custom Above Rotation Color L0933 EA Yellow Elite SS Altec Akzo Code: FLNA1647	1	
168.	Custom Pedestal Color L0933 EA Yellow Elite SS Altec Akzo Code: FLNA1647	1	
169.	Custom Inner Outrigger Leg Color L0933 EA Yellow Elite SS Altec Akzo Code: FLNA1647	1	
170.	Custom Outrigger Housing Color L0933 EA Yellow Elite SS Altec Akzo Code: FLNA1647	1	
171.	Finish Paint Body Accessories Custom Color (Specify Color Code) L0933 EA Yellow Elite SS Altec Akzo Code: FLNA1647 - Outside of body and doors	1	
172.	Finish Paint Body Compartment Interiors Custom Color (Specify Color Code)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Grey		
173.	Heavy Duty Cargo Coating, Gator Hyde	1	
	Apply to the following areas		
	- Tailshelf		
	- Cargo floor		
	- Cargo walls		
	- Top mounted boxes		
	- Inside punched metal box		
	- On down tube for unit		
	- Do not add to D-Rings on top of CS box		
174.	Safety and Instructional Decals English	1	
175.	Vehicle Height Placard Installed In Cab DEPS 002	1	
176.	HVI-22 Hydraulic Oil Placard	1	
177.	DOT Certification Required	1	
178.	Dielectric Test Unit According to ANSI Requirements	1	
179.	Stability Test Unit According to ANSI Requirements	1	
180.	Regional Build	1	
181.	Delivery Of Completed Unit	1	
182.	Inbound Freight	1	
183.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
184.	Completed Test Forms To Be Included In The Manual Pouch:	1	
	-Stability Test Form		
	-Dielectric Test Form (For Insulated Units)		
<u>Chassis</u>			
185.	Altec Supplied Chassis	1	
186.	Chassis	1	
187.	Other Chassis Model Year	1	
	202?		
188.	Freightliner M2-106	1	
189.	Dual Rear Wheel	1	
190.	Set Back Axle	1	
191.	4x2	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
192.	Chassis Cab	1	
193.	Regular Cab	1	
194.	Chassis Color - Yellow N0933 EA Yellow Elite SS	1	
195.	Chassis Without Front Frame Extensions	1	
196.	Air Horn Under Cab	1	
197.	AM/FM Radio	1	
198.	121 Clear CA (Round To Next Whole Number)	1	
199.	Chassis Wheelbase Length - 186 inch	1	
200.	GVWR 41,000 LBS	1	
201.	18,000 LBS Front GAWR	1	
202.	23,000 LBS Rear GAWR	1	
203.	Spring Suspension	1	
204.	Cummins B6.7	1	
205.	Diesel	1	
206.	250 HP Engine Rating	1	
207.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
208.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
209.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
210.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1	
211.	No Clean Idle Certification Required	1	
212.	EPA Emissions	1	
213.	No Idle Engine Shut-Down Required	1	
214.	Air Brakes	1	
215.	Park Brake In Rear Wheels	1	
216.	Battery Under Cab Left Hand	1	
217.	Freightliner - Clear Area Around Allison PTO Openings (362-824) and (363-011)	1	
218.	Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
219.	Freightliner - Radiator (950 Square Inch) for ISB/B.7 or DD8.1 (SS) (266-078)	1	
220.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
221.	Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003)	1	
222.	Freightliner Transmission Dipstick Tube Enters Curbside of Transmission (346-013)	1	
223.	Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002)	1	
224.	Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001)	1	

Additional Pricing

225.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
226.	Federal Excise Tax Item: If provided, Quote subtotal is an Estimate only. Final determined at invoicing.	1	

Miscellaneous

227.	Ext Warranty Travel (Day 91-365)	1	
228.	E-Series Connect: 12-months of access, from date of in-service, to E-Series Connect, which provides safety and performance insights for E-Series Derrick models. E-series Connect content is managed and delivered through your Altec Connect account and includes configurable email and text message notifications. Access is for the first owner, non-transferrable, and non-refundable. Terms and exclusions apply (e.g., Terms and Conditions, and Warranty).	1	

Unit / Body / Chassis Total	413,847.00
FET Total	0.00
Total	413,847.00

Altec Industries, Inc.

BY _____

Amber Marie Horner

Notes:

- 1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

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For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

- 3 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

- 4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

- 5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

- 6 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied

parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 F.O.B. - #FOB_TERMS#

9 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

10 Interest charge of 1/2% per month to be added for late payment.

11 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

13 Any payment made by a credit card may be subject to a surcharge fee.

14 Estimated Delivery: months after receipt of order PROVIDING:
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

16 This quotation is valid until DEC 30,2022. After this date, please contact Altec Industries, Inc. for a possible extension.

17 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

18 Please direct all questions to Toni L Tribby at (317) 872-3460



Agenda Item Executive Summary

TITLE: Resolution No. R-109-2022: Authorization to Use Motor Fuel Tax Funds (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: November 15, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village's 2022 budget and Proposed 2023 Budget (Account No. 200-12.01-650) itemizes Motor Fuel Tax (MFT) funds to be used for the Village's share of the Professional Engineering Design Services (Phase II) for the proposed Willow Road reconstruction project. Account No. 200-12.01-650

EXECUTIVE SUMMARY:

The Village has obtained federal funding assistance, through a "Surface Transportation Program" grant award through the Chicago Metropolitan Agency for Planning (CMAP), for Professional Engineering Design Services (Phase II) for the proposed roadway reconstruction project on Willow Road. The limits of this reconstruction project are from the Village's western municipal limits to Provident Avenue.

On March 10th, 2022, the Village received five proposals from Professional Engineering firms for the design of the proposed improvements on Willow Road. The proposals were reviewed for completeness, the proposed approach by the firm, allocated staffing, experience with similar projects, and understanding of the larger stormwater improvements near the site. After reviewing the bids, the Village notified IDOT that it was recommending the award the contract to Strand Associates, Inc. for a total not to exceed price of \$975,000.

Strand has proposed completing the design and permitting of this project for a not to exceed amount of \$975,000. The awarded federal funding source funds 70% of the eligible design services, for a not to exceed amount of \$682,500. The Village's MFT contribution of 30% is proposed at a not to exceed amount of \$292,500.

The proposed 2023 budget has committed MFT funds for this project in an amount not to exceed \$125,000; Account No. 200.12.01-650. This amount is for invoices received from the State in 2023. Staff believes that the \$125,000 approved MFT funds for this budget year will be sufficient to meet any payment obligations in 2023. The additional obligations funds (\$167,500) will be budgeted in the 2024 budget.

Currently, the Village has a total MFT account balance of \$3,637,153 million dollars. Staff is recommending that the council authorize the utilization of the additional available MFT funds to meet

the Village's fiscal obligation for this program for a total commitment level not to exceed \$292,500.

The Illinois Department of Transportation requires that the Village submit a "Resolution for Improvement by Municipality Under the Illinois Highway Code" form (BLR 09110) to authorize the use of MFT funds. Resolution No. R-109-2022 authorizes use of MFT funds for the Village's share of Professional Engineering Services (Phase II) costs in the amount of \$292,500.

RECOMMENDATION:

Consider adopting Resolution No. R-109-2022 authorizing use of Motor Fuel Tax funds for the Village's portion of Professional Engineering Design Services (Phase II) costs for a federal aid project for improvements to Willow Road for an amount not to exceed \$292,500.

ATTACHMENTS:

1. Illinois Department of Transportation - Resolution for Improvement Under the Illinois Highway Code



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

R-109-2022

Section Number

08-00103-00-FP

BE IT RESOLVED, by the Council of the Village

Governing Body Type

Local Public Agency Type

of Winnetka

Name of Local Public Agency

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

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

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

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase II Engineering for the Reconstruction of Willow Road from western Village limits east to Provident Avenue.

2. That there is hereby appropriated the sum of Two hundred ninety two thousand and five hundred dollars

Dollars (\$292,500.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Robert B. Bahan

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Winnetka

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Winnetka

Name of Local Public Agency

at a meeting held on November 15, 2022

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of November, 2022

Day

Month, Year

(SEAL)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--

Instructions for BLR 09110 - Page 1 of 2

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

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

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

Is this project a bondable capital improvement?

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

Resolution Number

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

Resolution Type

From the drop down box choose the type of resolution:

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

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

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

LPA Type

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

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

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

Length

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

Route

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

From

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

To

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

Structures:

Name Street/Road

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

Existing Structure No.

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

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

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

2

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

Instructions for BLR 09110 - Page 2 of 2

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

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

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



Agenda Item Executive Summary

TITLE: Resolution No. R-110-2022: Local Agency Agreement for Federal Participation (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: November 15, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village's 2022 budget and Proposed 2023 Budget (Account No. 200-12.01-650) itemizes Motor Fuel Tax (MFT) funds to be used for the the Village's share of the Professional Engineering Design Services (Phase II) for the proposed Willow Road reconstruction project. Account No. 200-12.01-650

EXECUTIVE SUMMARY:

The Village is anticipating to reconstruct Willow Road from the western Village limits to Provident Avenue beginning as early as 2024 and being substantially completed in 2025 in conjunction the proposed western Stormwater Improvements.

The Village has obtained federal funding assistance, through a "Surface Transportation Program" (STP) grant award through the Chicago Metropolitan Agency for Planning (CMAP), for Professional Engineering Design Services (Phase II) for the proposed roadway reconstruction project on Willow Road. The limits of this reconstruction project are from the Village's western municipal limits to Provident Avenue. The Surface Transportation Program provides a funding source for the reconstruction of FAU designated roadways. The Program is aimed at providing more flexibility in determining transportation solutions and enhanced planning and management systems to the states and local governments.

STP grants require a request for qualifications (RFQ) process, rather than a sealed bid process. The RFQ process focuses on the qualifications of the engineering firms and their ability to meet the parameters of the project. This process recognizes that quality engineering professional design services are necessary for a successful project. Once the qualifications of each engineering firm are evaluated, and the firm with the strongest qualifications is selected, price negotiations can commence.

On March 10th, 2022, the Village received five proposals from Professional Engineering firms for the design of the proposed improvements on Willow Road. The proposals were reviewed for completeness, the proposed approach by the firm, allocated staffing, experience with similar projects, and understanding of the larger stormwater improvements near the site. After reviewing the proposals, staff determined that Strant Associates, Inc. was the most qualified and had the greatest knowledge of the overall project. Staff began negotiations with Strand Associates, Inc. on a proposal that was

favorable to the Village. The Village then notified IDOT that it was recommending the award of the contract to Strand Associates, Inc. for a total not to exceed price of \$975,000.

Strand has proposed to complete the design and permitting of this project for a not to exceed amount of \$975,000. The awarded federal funding source funds 70% of the eligible design services, for a not to exceed amount of \$682,500. The Village's MFT contribution of 30% is proposed at a not to exceed amount of \$292,500.

The Village will be using allocated Motor Fuel Tax Dollars to pay for the Village's portion of participating costs. Currently the Village has a total MFT account balance of \$3,637,153 million dollars.

The proposed 2023 budget has committed MFT funds for this project in an amount not to exceed \$125,000; Account No. 200.12.01-650. This amount is for invoices received from the State in 2023. Staff believes that the \$125,000 approved MFT funds for this budget year will be sufficient to meet any payment obligations in 2023. The additional obligations funds (\$167,500) will be budgeted in the 2024 budget.

In order to obtain Federal reimbursement for expenditures related to Engineering Design costs the Village must enter into a Local Public Agency Engineering Services Agreement with IDOT (attached form BLR 05530) that contains provisions and conditions for the use of Federal funding.

Staff is recommending that the council consider approving Resolution No. R-110-2022, authorize the utilization of the additional available MFT funds to meet the Village's fiscal obligation for this program for a total commitment level not to exceed \$292,500.

RECOMMENDATION:

Consider adopting Resolution No. R-110-2022, authorizing the Village to enter into a Local Public Agency Engineering Services Agreement (BLR 05530) with IDOT for the Engineering Design of Willow Road with an obligation not to exceed \$292,500.

ATTACHMENTS:

1. Resolution No. R-110-2022: Joint Funding Agreement

RESOLUTION NO. R-110-2022

**A RESOLUTION APPROVING A LOCAL PUBLIC AGENCY ENGINEERING
SERVICES AGREEMENT WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

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

WHEREAS, the Village desires to reconstruct Willow Road from the western boundary of the Village to Provident Avenue ("***Project***"); and

WHEREAS, to receive federal reimbursement for Village expenditures related to the engineering and design of the Project, the Village must enter into a local public agency engineering services agreement ("***Agreement***") with the Illinois Department of Transportation ("***IDOT***"); 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 IDOT;

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 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 authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 15th day of November, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT



Local Public Agency Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No	Agreement For Federal PE	Agreement Type Original
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LOCAL PUBLIC AGENCY

Local Public Agency Village of Winnetka	County Cook	Section Number 08-00103-00-FP	Job Number D-91-873-09
Project Number XSWE(226)	Contact Name James J. Bernahl, P.E., CFM	Phone Number (847) 716-3261	Email JBernahl@winnetka.org

SECTION PROVISIONS

Local Street/Road Name Willow Road	Key Route FAU 3561	Length 0.87 miles	Structure Number N/A
Location Termini West Village Limit to Provident Avenue			Add Location Remove Location

Project Description Phase II Engineering for the reconstruction of Willow Road from the west Village limit to Provident Avenue.

Engineering Funding	☒ Federal	☐ MFT/TBP	☐ State	☐ Other	
Anticipated Construction Funding	☒ Federal	☐ MFT/TBP	☐ State	☐ Other	

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Strand Associates, Inc.	Contact Name Marc Grigas	Phone Number (815) 744-4200	Email marc.grigas@strand.com
Address 1170 South Houbolt Road	City Joliet	State IL	Zip Code 60431

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- ☒ EXHIBIT E: Subconsultant CECS and Direct Costs
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Lump Sum
- ☐ Specific Rate
- ☒ Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/ 0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Strand Associates, Inc.	39-1020418	\$674,909.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Claassen, White & Associates, P.C.	36-4129374	\$72,276.00
SEECO Consultants, Inc.	36-3458492	\$160,818.00
Hampton, Lenzini and Renwick, Inc.	36-2555986	\$52,900.00
Polach Appraisal	36-3928535	\$13,500.00
Subconsultant Total		\$299,494.00
Prime Consultant Total		\$674,909.00
Total for all work		\$974,403.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Village

Local Public Agency

Village of Winnetka

Local Public Agency Type

Village

Clerk
(SEAL)

Title

President

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Strand Associates, Inc.

Title

Corporate Secretary

By (Signature & Date)

Attest:

The

of

Attest:

Name of Local Public Agency

Village of Winnetka

Title

President

By (Signature & Date)

By (Signature & Date)

By (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Winnetka	Strand Associates, Inc.	Cook	08-00103-00-FP

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

**EXHIBIT A
SCOPE OF SERVICES**

FOR FEDERAL PARTICIPATION PROJECTS

See attached Exhibit A.

CONSULTANT: Strand Associates, Inc.® (ENGINEER)
LOCAL PUBLIC AGENCY: Village of Winnetka, Illinois (LPA)
ROUTE: Willow Road (FAU Route 3561)
SECTION NO: 08-00103-00-FP
PROJECT NO: M-9003(433)
JOB NO: C-91-873-09
COUNTY: Cook
LPA CONTACT: James Bernahl, P.E., CFM, Director of Engineering/Village Engineer

Services Name/Task: Phase II Engineering Design for the Reconstruction of Willow Road (PROJECT)

Brief Description:

This PROJECT generally consists of development of an updated project report and drawings, specifications, and opinions for the reconstruction and select widening of Willow Road (FAU 3561) from the west village limits to Provident Avenue in the village. The Phase I project report was prepared by the LPA's Phase I prime consultant, CivilTech, and approved by the Illinois Department of Transportation (DEPARTMENT) and Federal Highway Administration (FHWA) in 2013. Willow Road is currently under the jurisdiction of the DEPARTMENT and is maintained by the LPA. A jurisdictional transfer of Willow Road from the State of Illinois to the LPA is not anticipated to be performed as part of this PROJECT. The existing Willow Road roadway has a four-lane, two-way urban cross section to the west of Hibbard Road, and a two-lane two-way urban cross section to the east of Hibbard Road. Willow Road is classified as a minor arterial, with an average daily traffic (ADT) of 16,800 to the west of Hibbard Road and an ADT of 6,000 to the east of Hibbard Road. A turn lane and traffic signal are proposed at the intersection of Willow Road and Hibbard Road.

The LPA has several stormwater improvements proposed along Willow Road and Hibbard Road as part of the West and Southwest Winnetka Stormwater Management Program. In this program, the stormwater improvements from Berkley Avenue to Provident Avenue includes an 8'x5' box culvert and associated junction chambers. It is anticipated these improvements will be included in the construction contract for Willow Road. However, the design of these improvements and relocation of public utilities will be performed under a separate design services agreement.

This project will be partially funded with Federal Surface Transportation Program funds through the North Shore Council of Mayors. Therefore, the project will be processed through the DEPARTMENT's Bureau of Local Roads and Streets following the Federal Highway Administrations requirements.

1.0 Administration and Communication

- 1.1 Prepare monthly invoices using DEPARTMENT standard invoice forms, project progress, schedule evaluation, and subconsultant invoicing.

- 1.2 Revise the Project Program Information Form up to two times and submit to the North Shore Council of Mayors.
- 1.3 Communicate with LPA, DEPARTMENT, North Shore Council of Mayors, Forest Preserve District of Cook County (FPDCC), New Trier High School, and Crow Island Elementary School.

2.0 Data Collection, Site Visit, and Review of Materials

- 2.1 Collect and review data provided by LPA, DEPARTMENT, FPDCC, the Chicago Metropolitan Agency for Planning (CMAP), the Illinois State Toll Highway Authority, and the Metropolitan Water Reclamation District of Greater Chicago (MWRD). Data may include existing roadway, drainage, and structure plans; traffic projections; previous area studies; utility atlases; land use and zoning; school districts; park districts; police and fire districts; existing or proposed bicycle and pedestrian facilities and plans; and bus routes.
- 2.2 Make one site visit to the PROJECT site.
- 2.3 Take photographs of PROJECT site and create an existing photograph log.
- 2.4 Submit a J.U.L.I.E. design stage request and obtain existing utility atlases from utility companies. Existing utility drawings provided by the utility companies will be incorporated into the engineering drawings.

3.0 Phase I Deliverable Updates

- 3.1 Perform 12-hour traffic counts at the intersection of Willow Road and Hibbard Road.
- 3.2 Request 2050 traffic projections from CMAP.
- 3.3 Perform traffic modeling for the intersection of Willow Road and Hibbard Road using existing traffic data and CMAP's 2050 traffic projections.
- 3.4 Design the proposed intersection geometry, turn lane geometry, and traffic signal equipment locations for the intersection of Willow Road and Hibbard Road.
- 3.5 Update Intersection Design Study (IDS) for the intersection of Willow Road and Hibbard Road prepared by Phase I prime consultant. Prepare up to six Design Exception Request Project Identifications Forms (Form BDE 3100) at the intersection.
- 3.6 Gather Phase I Location Drainage Study (LDS) and stormwater design modeling prepared by Phase I prime consultant and update to StormCAD V8i SELECTseries 5 software.
- 3.7 Revise Phase I storm sewer modeling to include LPA's West and Southwest Winnetka Stormwater Management Program.
- 3.8 Update the LDS for the PROJECT in accordance with the revised modeling.
- 3.9 Submit the revised LDS and IDS to DEPARTMENT for review. Two submittals are anticipated for each deliverable.

4.0 Environmental Engineering

- 4.1 Prepare Wetland Impact Evaluation Forms (Form D1 PD0007) and exhibits and forward to DEPARTMENT for processing.
- 4.2 Prepare and submit an Environmental Survey Request (ESR) addendum to DEPARTMENT to renew biological and historical clearances and expand the ESR survey limits as necessary.
- 4.3 Subconsultant SEECO Consultants, Inc. (SEECO) will perform a Preliminary Environmental Site Assessment (PESA) for the ESR limits outside Willow Road and Forestway Drive right-of-way in accordance with its scope of services (see attached).
- 4.4 Prepare a PESA Response Form (Form BDE 2735) and submit to DEPARTMENT and SEECO for a Preliminary Site Investigation (PSI).
- 4.5 SEECO will perform a PSI for the PROJECT limits outside Willow Road and Forestway Drive right-of-way in accordance with its scope of services (see attached).
- 4.6 Communicate with DEPARTMENT and SEECO regarding PESA- and PSI-related services.

5.0 Topographical Survey

- 5.1 Subconsultant Claassen, White & Associates, PC (CWA) will provide topographical survey services in accordance with its scope of services (see attached). Areas previously surveyed by ENGINEER as part of a separate design project will not be resurveyed.
- 5.2 Communicate with CWA regarding its services.

6.0 Develop Base Map, Digital Terrain Model, and GEOPAK Files

- 6.1 Develop a base map in accordance with the topographical survey results using Open Roads Designer Version 10.1.01.03.
- 6.2 Import spatially-tied aerial photography into the base map.
- 6.3 Update LPA's Phase I consultant CADD files to Open Roads Designer Version 10.1.01.03.

7.0 Geotechnical Engineering and Analyses

- 7.1 SEECO shall provide geotechnical engineering services in accordance with its scope of services (see attached).
- 7.2 Communicate with SEECO regarding its services.

8.0 Utility Communication

- 8.1 Review utility atlases provided by utility companies and identify potential utility conflicts for resolution by utility companies.

- 8.2 E-mail letters and drawings to utility companies for review and resolution of conflicts at prefinal and initial-final submittals.
- 8.3 Communicate with utility companies throughout PROJECT duration.
- 8.4 Prepare and submit data to DEPARTMENT to perform a Level B subsurface utility engineering (SUE) study.
- 8.5 Prepare and submit data to DEPARTMENT to perform a Level A SUE study.

9.0 Suggested Maintenance of Traffic (MOT) Concept Design and Reports

- 9.1 Review Traffic Control Plan (TCP) prepared in Phase I. The TCP will serve as a starting point for designing the MOT concept.
- 9.2 Develop one MOT concept design and detour based on Phase I documents. It is anticipated that Willow Road west of Hibbard Road and Hibbard Road will be constructed in three stages and Willow Road east of Hibbard will be constructed in two stages with a one-way detour provided.
- 9.3 Prepare exhibits showing the staging of each intersection. Include right and left turning template movements of the appropriate design vehicle for each stage.

10.0 Temporary and Permanent Traffic Signal and Pavement Design

- 10.1 Design temporary traffic signals at the intersection of Willow Road and Hibbard Road.
- 10.2 Design permanent traffic and pedestrian signals at the intersection of Willow Road and Hibbard Road.
- 10.3 Design an interconnect plan for Willow Road from Lagoon Drive through Hibbard Road.
- 10.4 Prepare a maximum of three pavement designs for Willow Road (west of Hibbard Road), Willow Road (east of Hibbard Road), and Hibbard Road.

11.0 Street Lighting Design

- 11.1 Design beacon street lighting for up to eight intersections on Willow Road (east of Hibbard Road) to Provident Avenue.
- 11.2 Prepare a lighting design memorandum for DEPARTMENT's review.
- 11.3 Communicate with LPA's electrical department for pole and fixture selection, delivering power to the street lights, and metering power usage.

12.0 Temporary and Permanent Drainage Design

- 12.1 Perform calculations and design proposed storm sewers and inlet spacing using 2020 updated Bulletin 75 rainfall data.

- 12.2 Perform calculations and design proposed roadside ditches and compensatory storage in accordance with DEPARTMENT and Illinois Department of Natural Resources—Office of Water Resources (IDNR-OWR) requirements. The Project Development Report proposed locating compensatory storage in the Willow Road south ditch west of Forestway Drive, and in the Forestway Drive west ditch 900 feet north of Willow Road.

13.0 Permitting

- 13.1 Perform floodplain cut and fill calculations for the PROJECT corridor for compensatory storage and prepare a joint permit application for an IDNR-OWR Floodway Permit.
- 13.2 Prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) on DEPARTMENT Form BDE 2342.
- 13.3 Prepare an Illinois Environmental Protection Agency (IEPA) Notice of Intent Form to include in the final bid package as an attachment to the SWPPP.

14.0 Opinion of Probable Construction Cost and Estimate of Time

- 14.1 Prepare and submit prefinal and final opinions of probable construction cost and estimates of time.
- 14.2 Prepare and submit prefinal and final opinions of probable construction cost breakdowns for DEPARTMENT-participating items in accordance with the intergovernmental agreement between DEPARTMENT and LPA.

15.0 Quality Control/Quality Assurance (QA/QC)

- 15.1 Conduct QA/QC review prior to each submittal and throughout the PROJECT as needed. QA/QC will be implemented in accordance with ENGINEER's QA/QC procedures.

16.0 Meetings

- 16.1 Prepare for, attend, and prepare and distribute meeting minutes for the following meetings:
- A. One kickoff meeting at DEPARTMENT's Schaumburg, Illinois, office.
 - B. One meeting with DEPARTMENT's Bureau of Land Acquisition.
 - C. Up to two meetings with DEPARTMENT's Detour Committee.
 - D. One meeting with New Trier High School.
 - E. One meeting with Crow Island Elementary School
 - F. Two progress meetings with LPA.
 - G. One meeting with MWRD.
 - H. One meeting with FHWA.

16.2 Prepare for and assist LPA with a public information meeting in open house format (open house). It is anticipated that the open house will be held prior to the prefinal submittal. CONSULTANT will perform the following tasks:

- A. Prepare up to six exhibit boards (to be displayed on easels) and aerial exhibits (to be laid flat on a table) summarizing the PROJECT, including its current status and next steps. The exhibits will be made available for review by LPA prior to the open house. The exhibit boards will be used to facilitate discussions about the PROJECT with members of the public.
- B. Facilitate the open house, which is anticipated to last up to three hours and to be held on a weeknight.
- C. Provide a sign-in sheet and comment forms for members of the public. Comment forms will be collected by CONSULTANT at the end of the open house.
- D. Prepare an electronic log of written comments received before, during, and up to two weeks after open house. Formal responses on LPA letterhead will be provided to each comment received within that timeframe.
- E. Prepare a written summary of the open house, including information about the number of attendees and a summary of the comments that were received. The written summary will be made available to LPA.

LPA shall invite stakeholders to the open house with a direct letter prepared on LPA letterhead and via an advertisement on LPA's website. LPA shall advertise the open house in publications (up to four total) servicing the LPA area.

Microsoft PowerPoint presentations will not be prepared for the open house.

17.0 Drawings

17.01 Provide drawings in accordance with the DEPARTMENT's Bureau of Local Roads and Streets Manual and the Bureau of Design and Environment Manual.

17.02 Provide the following anticipated drawings:

Drawing	Number of Drawings
Cover Sheet	1
Index of Sheets/Standards	1
General Notes and Commitments	1
Summary of Quantities	17
Typical Sections	5
Schedule of Quantities	7
Alignment, Ties, and Benchmarks	4
Removal Plan	4
Proposed Roadway Plan and Profile	5
Driveway and Entrance Details	5
Curb Ramp Details	14
Intersection Details	10
Roadway Soil Borings	To be provided by SEECO

Drawing	Number of Drawings
Suggested MOT General Notes	1
Suggested MOT Typical Sections	2
MOT Plan	12
Detour Plan	1
Drainage Schedule	3
Proposed Drainage and Utility Plan and Profile	5
Compensatory Storage Grading Plan	2
Subsurface Utility Investigation	To be provided by DEPARTMENT
Plat of Highways	To be provided by CWA
Pavement Marking Schedule	1
Pavement Marking and Signing Plan	4
Signage Schedule	1
Landscaping and Temporary/Permanent Erosion and Sediment Control	4
Traffic Signal Schedule of Quantities	1
Traffic Signals, DEPARTMENT Details	5
Temporary Traffic Signal Installation and Removal Plan	1
Temporary Traffic Signal Staging Plan	3
Temporary Traffic Signal Cable Plan and Phase Designation Diagram	1
Permanent Traffic Signal Modernization Plan	1
Permanent Traffic Signal Cable Plan, Phase Designation Diagram, and Emergency Preemption Sequence	1
Box Culvert and Junction Chamber	To be included in separate agreement
Existing Street Lighting	1
Permanent Street Lighting	3
Construction Details	1
District 1 Detail Sheets	12
Pre-Stage Cross Sections	50 (Cross Sections)
Cross Sections	200 (Cross Sections)

- 17.03 Prepare and submit prefinal, initial-final, and final drawings and Special Provisions (SPs) to LPA and DEPARTMENT for review.
- 17.04 Prepare all drawings at 1:50 scale unless otherwise noted. Prepare curb ramp and intersection detail drawings at 1:10. Curb ramp details will have two intersection corners per sheet. Prepare traffic signal drawings at 1:20 scale.
- 17.05 Prepare typical sections, including existing and proposed typical sections, with two typical sections per drawing.
- 17.06 Include the following general items in the Schedule of Quantities section of the drawings:
- A. Removal of trees, pipe culverts, and storm sewer.
 - B. Earthwork for each construction stage.
 - C. Driveway pavement.

17.07 Prepare removal plan, suggested MOT, signing, and pavement marking drawings at 1:50 scale. In general, drawings will be prepared in dual-pane view unless on a horizontal alignment that will be single-pane view.

17.08 Prepare pre-stage and permanent cross sections. Cross sections will be shown every 50 feet and at the center of each entrance, and at intersections.

18.0 Special Provisions (SP)

18.01 Prepare specifications and SPs as necessary for the PROJECT, including the following:

- A. DEPARTMENT Recurring and Supplemental SPs.
- B. DEPARTMENT Bureau of Design and Environmental SPs.
- C. DEPARTMENT District One SPs.
- D. PROJECT-specific SPs .
- E. Guide Bridge SPs.

19.0 Land Acquisition

It is anticipated that a maximum of seven parcels may require land acquisition, as identified in the Phase I Project Development Report.

19.01 Subconsultant Wheatland Title Company (WTC) will provide titles for land acquisition in accordance with its scope of services (see attached).

19.02 Subconsultant Hampton, Lenzini and Renwick, Inc. (HLR) will provide appraisals and land negotiations for land acquisition in accordance with its scope of services (see attached).

19.03 Subconsultant Polach Appraisal Group, Inc. (Polach) will provide appraisal reviews for land acquisition in accordance with its scope of services (see attached).

19.04 CWA will provide plats of highways for land acquisition in accordance with its scope of services (see attached).

19.05 Communicate with Polach, WTC, HLR, and CWA regarding their services.

20.0 Services Not Included

20.01 Televising, review, and design related to existing arch sewer to remain.

20.02 Proposed box culverts and junction chambers east of Hibbard Road.

20.03 Improvements to Willow Road and Forestway Drive west of LPA limits.

20.04 SUE.

20.05 Relocation design for the water distribution system and sanitary sewer.

20.06 Communication with DEPARTMENT for jurisdictional transfer of Willow Road.

20.07 Hydraulic modeling of the Skokie River.

20.08 Wetland delineation and jurisdictional determination.

20.09 Preparation and/or submittal of the following permit applications:

- A. Drinking Water Construction Permit application to IEPA for incidental water main relocations.
- B. Wastewater Construction Permit application to IEPA for incidental sanitary sewer relocations.
- C. Watershed Management Permit to MWRD.

Submittal Process

1. Submit a single concurrent prefinal drawings, special provisions, and estimates package to LPA, DEPARTMENT, jurisdictional permitting agencies, and private utility companies.
 - A. Distribute seven 11" by 17" drawing sets with specifications, and an opinion of probable construction costs to DEPARTMENT.
 - B. Distribute two 11" by 17" drawing sets with specifications, and opinion of probable construction costs to LPA.
 - C. Distribute six 11" by 17" drawing sets to jurisdictional permitting agencies.
2. Incorporate review comments from LPA, DEPARTMENT, and jurisdictional permitting agencies, as appropriate.
3. Submit the initial-final drawings, special provisions, and estimates concurrently to LPA, DEPARTMENT, jurisdictional permitting agencies, and utility companies.
 - A. Distribute two 11" by 17" drawing sets with specifications, opinion of probable construction cost, and estimate of time to DEPARTMENT.
 - B. Distribute two 11" by 17" drawing sets with specifications, opinion of probable construction cost, estimate of time to LPA.
 - C. Distribute six 11" by 17" drawing sets to jurisdictional permitting agencies.
4. Address comments received on the initial-final submittal from LPA and DEPARTMENT. Incorporate into the final submittal, as appropriate.
 - A. Distribute two 11" by 17" drawing sets with specifications, opinion of probable construction cost, and estimate of time to DEPARTMENT.
 - B. Distribute two 11" by 17" drawing sets with specifications, opinion of probable construction cost, and estimate of time to LPA.

Further Clarification

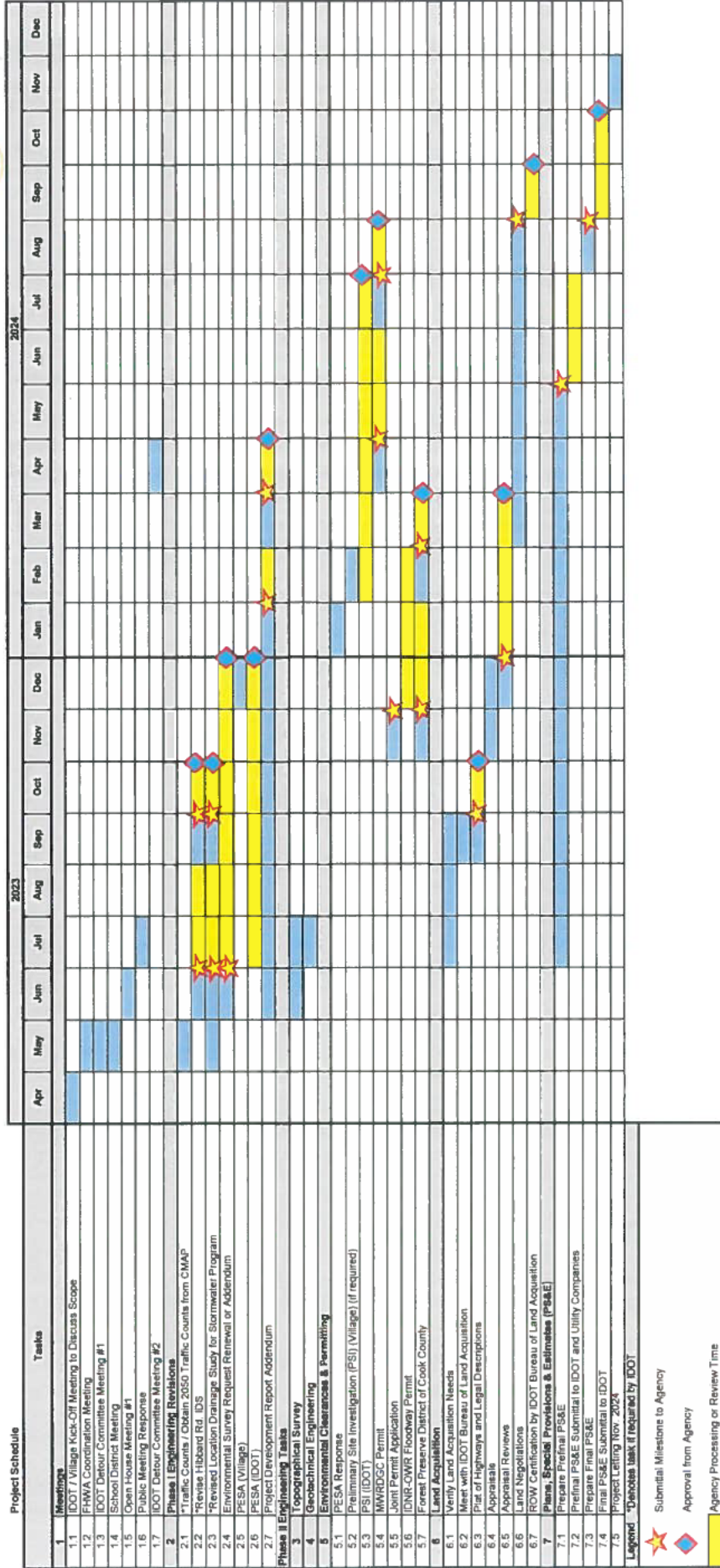
Modify the following in the Agreement Provisions of the Local Public Agency Engineering Services Agreement for Federal Participation.

1. Wherever the term "work" is used, REPLACE with "services."
2. Wherever the term "work is" is used, REPLACE with "services are."
3. Wherever the term "estimate" or "estimate of cost" is used, REPLACE with "opinion of probable construction cost."
4. Whenever the term "an error, omission and/or negligent act" is used, REPLACE with "a negligent act, error, or omission."

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Winnetka	Strand Associates, Inc.	Cook	08-00103-00-FP

EXHIBIT B
PROJECT SCHEDULE

See attached Exhibit B.



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Winnetka	Strand Associates, Inc.	Cook	08-00103-00-FP

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☒	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Responsiveness	10%
Qualifications of the Consultant	30%
Relevant Experience	30%
Approach to the Project	30%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
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Selection committee (titles) for this project

James Bernahl - Director of Engineering/Village Engineer, Emily Grimm - Assistant Village Engineer

Top three consultants ranked for this project in order			
1	Strand Associates, Inc.		
2	Civiltech		
3	Baxter & Woodman, Inc.		

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☐	☒



Local Public Agency	County	Section Number
Village of Winnetka	Cook	08-00103-00-FP
Prime Consultant (Firm) Name	Prepared By	Date
Strand Associates, Inc.	AMS	4/21/2022
Consultant / Subconsultant Name	Job Number	
Strand Associates, Inc.	D-91-873-09	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	36 MONTHS	OVERHEAD RATE	146.64%
START DATE	1/1/2023	COMPLEXITY FACTOR	0
RAISE DATE	7/1/2023	% OF RAISE	2.00%
END DATE	12/31/2025		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2023	7/1/2023	6	16.67%
1	7/2/2023	7/1/2024	12	34.00%
2	7/2/2024	7/1/2025	12	34.68%
3	7/2/2025	1/1/2026	6	17.69%

Local Public Agency	County	Section Number
Village of Winnetka	Cook	08-00103-00-FP
Consultant / Subconsultant Name	Job Number	
Strand Associates, Inc.	D-91-873-09	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	3.03%

[illegible]

Local Public Agency	County	Section Number
Village of Winnetka	Cook	08-00103-00-FP
Consultant / Subconsultant Name		Job Number
Strand Associates, Inc.		D-91-873-09

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency
 Village of Winnetka
Consultant / Subconsultant Name
 Strand Associates, Inc.

County
 Cook

Section Number
 08-00103-00-FP
Job Number
 D-91-873-09

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	2875	\$0.59	\$1,681.88
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	30	\$12.00	\$360.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	1200	\$1.00	\$1,200.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	2000	\$15.00	\$30,000.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	1250	\$1.00	\$1,250.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Non-CADD		1410	\$15.00	\$21,150.00
Copies of Deliverables (8.5x11 and 11x17)		19850	\$0.15	\$2,977.50
Copies of Deliverables (22x34)		700	\$0.30	\$210.00
Titles		7	\$1,000.00	\$7,000.00

Willow Road - Phase II Direct Costs

Direct Costs

XEROX 8.5"x11" (In-House)

TASK	DESCRIPTION	QTY	RATE	TOTAL
Administration & Communication	Misc. printing	2000	\$0.15	\$300.00
Data Collection, Site Visit, and Review of Materials			\$0.15	\$0.00
Phase I Deliverable Updates	2 Reports x 250 pages/report x 2 copies/submittal x 2 submittals	2000	\$0.15	\$300.00
Environmental Engineering	Misc. printing	500	\$0.15	\$75.00
Topographical Survey			\$0.15	\$0.00
Develop Base Map, Digital Terrain Model, and GEOPAK Files	Misc. printing	250	\$0.15	\$37.50
Geotechnical Engineering and Analyses			\$0.15	\$0.00
Utility Communication	2 letters x 10 pages/letter x 10 companies + 2 SUE submittals	500	\$0.15	\$75.00
Suggested Maintenance of Traffic Concept Design and Reports	Misc. printing	250	\$0.15	\$37.50
Temporary and Permanent Traffic Signal and Pavement Design	Misc. printing	250	\$0.15	\$37.50
Street Lighting Design	Misc. printing	250	\$0.15	\$37.50
Temporary and Permanent Drainage Design	Misc. printing	250	\$0.15	\$37.50
Permitting	Misc. printing	250	\$0.15	\$37.50
Opinion of Probable Construction Cost and Estimate of Time	Misc. printing	250	\$0.15	\$37.50
Quality Control/Quality Assurance (QA/QC)	3 reviews x 3 sections x 100 pages/review	900	\$0.15	\$135.00
Meetings	10 meetings x 10 pages/agenda & minutes x 10 copies dispersed	1000	\$0.15	\$150.00
Drawings	Misc. printing	250	\$0.15	\$37.50
Special Provisions	2 submittals x 4 copies/submittal x 500 pages/ea	4000	\$0.15	\$600.00
Land Acquisition	Misc. printing	250	\$0.15	\$37.50
TOTALS		13150	\$0.15	\$1,972.50

XEROX 11"x17" (In-House)

TASK	DESCRIPTION	QTY	RATE	TOTAL
Administration & Communication	Misc. printing	1000	\$0.15	\$150.00
Data Collection, Site Visit, and Review of Materials			\$0.15	\$0.00
Phase I Deliverable Updates	2 Reports x 100 pages/report x 2 copies/submittal x 2 submittals	800	\$0.15	\$120.00
Environmental Engineering	Misc. printing	100	\$0.15	\$15.00
Topographical Survey			\$0.15	\$0.00
Develop Base Map, Digital Terrain Model, and GEOPAK Files	Misc. printing	100	\$0.15	\$15.00
Geotechnical Engineering and Analyses			\$0.15	\$0.00
Utility Communication	2 letters x 10 pages/letter x 10 companies + 2 SUE submittals	500	\$0.15	\$75.00
Suggested Maintenance of Traffic Concept Design and Reports	Misc. printing	100	\$0.15	\$15.00
Temporary and Permanent Traffic Signal and Pavement Design	Misc. printing	100	\$0.15	\$15.00
Street Lighting Design	Misc. printing	100	\$0.15	\$15.00
Temporary and Permanent Drainage Design	Misc. printing	100	\$0.15	\$15.00
Permitting	Misc. printing	100	\$0.15	\$15.00
Opinion of Probable Construction Cost and Estimate of Time	Misc. printing	100	\$0.15	\$15.00
Quality Control/Quality Assurance (QA/QC)	3 reviews x 3 sections x 100 pages/review	1000	\$0.15	\$150.00
Meetings	10 meetings x 5 pages/agenda & minutes x 10 copies dispersed	500	\$0.15	\$75.00
Drawings	2 submittals x 4 copies/submittal x 250 pages/ea	2000	\$0.15	\$300.00
Special Provisions			\$0.15	\$0.00
Land Acquisition	Misc. printing	100	\$0.15	\$15.00
TOTALS		6700	\$0.15	\$1,005.00

XEROX 22"x34" (In-House)

TASK	DESCRIPTION	QTY (SQ FT)	RATE	TOTAL
Administration & Communication			\$0.30	\$0.00
Data Collection, Site Visit, and Review of Materials			\$0.30	\$0.00
Phase I Deliverable Updates			\$0.30	\$0.00
Environmental Engineering			\$0.30	\$0.00
Topographical Survey			\$0.30	\$0.00
Develop Base Map, Digital Terrain Model, and GEOPAK Files			\$0.30	\$0.00
Geotechnical Engineering and Analyses			\$0.30	\$0.00
Utility Communication	2 letters x 10 pages/letter x 10 companies	200	\$0.30	\$60.00
Suggested Maintenance of Traffic Concept Design and Reports			\$0.30	\$0.00
Temporary and Permanent Traffic Signal and Pavement Design			\$0.30	\$0.00
Street Lighting Design			\$0.30	\$0.00
Temporary and Permanent Drainage Design			\$0.30	\$0.00
Permitting			\$0.30	\$0.00
Opinion of Probable Construction Cost and Estimate of Time			\$0.30	\$0.00
Quality Control/Quality Assurance (QA/QC)	Misc. printing	250	\$0.30	\$75.00
Meetings			\$0.30	\$0.00
Drawings	Misc. printing	250	\$0.30	\$75.00
Special Provisions			\$0.30	\$0.00
Land Acquisition			\$0.30	\$0.00
TOTALS		700	\$0.30	\$210.00

MILEAGE (Outside)		DESCRIPTION (V=vehicle, T=trip, M=miles)	MILES	RATE	TOTAL
TASK					
Administration & Communication				\$0.59	\$0.00
Data Collection, Site Visit, and Review of Materials		3V x 1T x 125M	375	\$0.59	\$219.38
Phase I Deliverable Updates				\$0.59	\$0.00
Environmental Engineering				\$0.59	\$0.00
Topographical Survey				\$0.59	\$0.00
Develop Base Map, Digital Terrain Model, and GEOPAK Files				\$0.59	\$0.00
Geotechnical Engineering and Analyses				\$0.59	\$0.00
Utility Communication				\$0.59	\$0.00
Suggested Maintenance of Traffic Concept Design and Reports				\$0.59	\$0.00
Temporary and Permanent Traffic Signal and Pavement Design				\$0.59	\$0.00
Street Lighting Design				\$0.59	\$0.00
Temporary and Permanent Drainage Design				\$0.59	\$0.00
Permitting				\$0.59	\$0.00
Opinion of Probable Construction Cost and Estimate of Time				\$0.59	\$0.00
Quality Control/Quality Assurance (QA/QC)				\$0.59	\$0.00
Meetings		2V x 10T x 125M	2500	\$0.59	\$1,482.50
Drawings				\$0.59	\$0.00
Special Provisions				\$0.59	\$0.00
Land Acquisition				\$0.59	\$0.00
TOTALS			2875	\$0.59	\$1,681.88

WORD PROCESSING (In-House)		DESCRIPTION	QTY	RATE	TOTAL
TASK					
Administration & Communication			125	\$15.00	\$1,875.00
Data Collection, Site Visit, and Review of Materials			25	\$15.00	\$375.00
Phase I Deliverable Updates			150	\$15.00	\$2,250.00
Environmental Engineering			50	\$15.00	\$750.00
Topographical Survey			10	\$15.00	\$150.00
Develop Base Map, Digital Terrain Model, and GEOPAK Files			25	\$15.00	\$375.00
Geotechnical Engineering and Analyses			25	\$15.00	\$375.00
Utility Communication			50	\$15.00	\$750.00
Suggested Maintenance of Traffic Concept Design and Reports			25	\$15.00	\$375.00
Temporary and Permanent Traffic Signal and Pavement Design			50	\$15.00	\$750.00
Street Lighting Design			50	\$15.00	\$750.00
Temporary and Permanent Drainage Design			50	\$15.00	\$750.00
Permitting			50	\$15.00	\$750.00
Opinion of Probable Construction Cost and Estimate of Time			50	\$15.00	\$750.00
Quality Control/Quality Assurance (QA/QC)			75	\$15.00	\$1,125.00
Meetings			50	\$15.00	\$750.00
Drawings			500	\$15.00	\$7,500.00
Special Provisions			25	\$15.00	\$375.00
Land Acquisition			25	\$15.00	\$375.00
TOTALS			1,410	\$15.00	\$21,150.00

CADD (In-House)		DESCRIPTION	QTY	RATE	TOTAL
TASK					
Administration & Communication			25	\$15.00	\$375.00
Data Collection, Site Visit, and Review of Materials			25	\$15.00	\$375.00
Phase I Deliverable Updates			200	\$15.00	\$3,000.00
Environmental Engineering			50	\$15.00	\$750.00
Topographical Survey				\$15.00	\$0.00
Develop Base Map, Digital Terrain Model, and GEOPAK Files			75	\$15.00	\$1,125.00
Geotechnical Engineering and Analyses				\$15.00	\$0.00
Utility Communication			50	\$15.00	\$750.00
Suggested Maintenance of Traffic Concept Design and Reports			25	\$15.00	\$375.00
Temporary and Permanent Traffic Signal and Pavement Design			75	\$15.00	\$1,125.00
Street Lighting Design			50	\$15.00	\$750.00
Temporary and Permanent Drainage Design			125	\$15.00	\$1,875.00
Permitting			25	\$15.00	\$375.00
Opinion of Probable Construction Cost and Estimate of Time			25	\$15.00	\$375.00
Quality Control/Quality Assurance (QA/QC)			75	\$15.00	\$1,125.00
Meetings			50	\$15.00	\$750.00
Drawings			1100	\$15.00	\$16,500.00
Special Provisions			25	\$15.00	\$375.00
Land Acquisition				\$15.00	\$0.00
TOTALS			2,000	\$15.00	\$30,000.00

POSTAGE (Outside)

TASK	DESCRIPTION	QTY	RATE	TOTAL
Administration & Communication				\$0.00
Data Collection, Site Visit, and Review of Materials				\$0.00
Phase I Deliverable Updates	2 Reports x 2 submittals	4	\$10.00	\$40.00
Environmental Engineering				\$0.00
Topographical Survey				\$0.00
Develop Base Map, Digital Terrain Model, and GEOPAK Files				\$0.00
Geotechnical Engineering and Analyses				\$0.00
Utility Communication	2 letters x 10 companies + 2 SUE submittals	22	\$10.00	\$220.00
Suggested Maintenance of Traffic Concept Design and Reports				\$0.00
Temporary and Permanent Traffic Signal and Pavement Design				\$0.00
Street Lighting Design				\$0.00
Temporary and Permanent Drainage Design				\$0.00
Permitting				\$0.00
Opinion of Probable Construction Cost and Estimate of Time				\$0.00
Quality Control/Quality Assurance (QA/QC)				\$0.00
Meetings				\$0.00
Drawings	2 submittals	2	\$25.00	\$50.00
Special Provisions	2 submittals	2	\$25.00	\$50.00
Land Acquisition				\$0.00
TOTALS		30	Misc. Rates	\$360.00

COLOR COPIES (In-House)

TASK	DESCRIPTION	Sheets	RATE	TOTAL
Administration & Communication			\$1.00	\$0.00
Data Collection, Site Visit, and Review of Materials			\$1.00	\$0.00
Phase I Deliverable Updates	2 Reports x 50 color pages/report x 2 copies/submittal x 2 submittals	400	\$1.00	\$400.00
Environmental Engineering			\$1.00	\$0.00
Topographical Survey			\$1.00	\$0.00
Develop Base Map, Digital Terrain Model, and GEOPAK Files			\$1.00	\$0.00
Geotechnical Engineering and Analyses			\$1.00	\$0.00
Utility Communication	2 letters x 5 color pages/letter x 10 companies	100	\$1.00	\$100.00
Suggested Maintenance of Traffic Concept Design and Reports			\$1.00	\$0.00
Temporary and Permanent Traffic Signal and Pavement Design			\$1.00	\$0.00
Street Lighting Design			\$1.00	\$0.00
Temporary and Permanent Drainage Design			\$1.00	\$0.00
Permitting			\$1.00	\$0.00
Opinion of Probable Construction Cost and Estimate of Time	Misc. color printing	100	\$1.00	\$100.00
Quality Control/Quality Assurance (QA/QC)			\$1.00	\$0.00
Meetings	10 meetings x 5 color pages/agenda & minutes x 10 copies dispersed	500	\$1.00	\$500.00
Drawings			\$1.00	\$0.00
Special Provisions			\$1.00	\$0.00
Land Acquisition	Misc. color printing	100	\$1.00	\$100.00
TOTALS		1200	\$1.00	\$1,200.00

MISC.

TASK	DESCRIPTION	UNIT	RATE	TOTAL
Administration & Communication				\$0.00
Data Collection, Site Visit, and Review of Materials				\$0.00
Phase I Deliverable Updates				\$0.00
Environmental Engineering				\$0.00
Topographical Survey				\$0.00
Develop Base Map, Digital Terrain Model, and GEOPAK Files				\$0.00
Geotechnical Engineering and Analyses				\$0.00
Utility Communication				\$0.00
Suggested Maintenance of Traffic Concept Design and Reports				\$0.00
Temporary and Permanent Traffic Signal and Pavement Design				\$0.00
Street Lighting Design				\$0.00
Temporary and Permanent Drainage Design				\$0.00
Permitting				\$0.00
Opinion of Probable Construction Cost and Estimate of Time				\$0.00
Quality Control/Quality Assurance (QA/QC)				\$0.00
	Anticipate printing exhibit boards for open house. (10 exhibit boards x 6 sq ft/ea x \$7.50/sq ft = \$450 total)			
	Anticipate 4 newspaper advertisement publications for public house (4 publications x \$200/ea = \$800 total)	1250	\$1.00	\$1,250.00
Meetings				\$0.00
Drawings				\$0.00
Special Provisions				\$0.00
Land Acquisition	Titles	7	\$1,000.00	\$7,000.00
TOTALS				\$8,250.00

TOTAL	(In-House)	(Outside)	TOTAL
Administration & Communication	\$2,700.00	\$0.00	\$2,700.00
Data Collection, Site Visit, and Review of Materials	\$750.00	\$219.38	\$969.38
Phase I Deliverable Updates	\$6,070.00	\$40.00	\$6,110.00
Environmental Engineering	\$1,590.00	\$0.00	\$1,590.00
Topographical Survey	\$150.00	\$0.00	\$150.00
Develop Base Map, Digital Terrain Model, and GEOPAK Files	\$1,552.50	\$0.00	\$1,552.50
Geotechnical Engineering and Analyses	\$375.00	\$0.00	\$375.00
Utility Communication	\$1,810.00	\$220.00	\$2,030.00
Suggested Maintenance of Traffic Concept Design and Reports	\$802.50	\$0.00	\$802.50
Temporary and Permanent Traffic Signal and Pavement Design	\$1,927.50	\$0.00	\$1,927.50
Street Lighting Design	\$1,552.50	\$0.00	\$1,552.50
Temporary and Permanent Drainage Design	\$2,877.50	\$0.00	\$2,877.50
Permitting	\$1,177.50	\$0.00	\$1,177.50
Opinion of Probable Construction Cost and Estimate of Time	\$1,277.50	\$0.00	\$1,277.50
Quality Control/Quality Assurance (QA/QC)	\$2,610.00	\$0.00	\$2,610.00
Meetings	\$2,225.00	\$2,712.50	\$4,937.50
Drawings	\$24,412.50	\$50.00	\$24,462.50
Special Provisions	\$1,350.00	\$50.00	\$1,400.00
Land Acquisition	\$527.50	\$7,000.00	\$7,527.50

Willow Road Reconstruction Phase II Design Engineering
Village of Winnetka
11/3/2022

	Task Description	Total Hours
1.0	<u>Administration & Communication</u>	224
1.1	Invoice Preparation (24 months x 1. hours/month)	24
1.2	General Administration and Project Tracking (24 months x 2 hours/month)	48
1.3	Revise and submit PPI to NSCOM	8
1.4	Communication with the Village	64
1.5	Communication with IDOT	44
1.6	Communication with Forest Preserve District of Cook County	12
1.7	Communication with New Trier High School	12
1.8	Communication with Crow Island Elementary School	12
2.0	<u>Data Collection, Site Visit, and Review of Materials</u>	84
2.1	Gather and Review Available Materials	20
2.2	Conduct Site Visit	30
2.3	Create Existing Photo Log	10
2.4	Submit JULIE to obtain utility atlases and incorporate existing utility drawings into the engineering drawings.	24
3.0	<u>Phase I Deliverable Updates</u>	442
3.1	Perform 12-hour Traffic Counts at Intersection of Willow Road and Hibbard Road and Coordinate with Department	48
3.2	Request 2050 Traffic Projections from CMAP	6
3.3	Perform Revised Traffic Modeling at Hibbard Rd. Intersection	16
3.4	Redesign Hibbard Rd. Intersection Proposed Turn Lane Storage and Signal Equipment Location	26
3.5	Update Intersection Design Study (IDS) for Hibbard Rd. Intersection	30
3.6	Gather Phase I Location Drainage Study and Stormwater Design Modeling and Update to Current Software	66
3.7	Revise Phase I Storm Sewer Modeling to Include Stormwater Management Improvement Study Items	78
3.8	Update Location Drainage Study (LDS) for Project per Revised Modeling	44
3.9	Submit Revised LDS and IDS for IDOT Comment and Approval (2 Submittals Anticipated for each)	128
4.0	<u>Environmental Engineering</u>	148
4.1	Prepare Wetland Impact Evaluation (WIE) Forms and Exhibits	16
4.2	Prepare Environmental Survey Request (ESR) Addendum & Renew Biological Clearances	24
4.3	Preliminary Environmental Site Assessment (PESA) Outside IDOT ROW (Performed by SEECO Consultants)	
4.4	Prepare PESA Response Form for IDOT and SEECO	84
4.5	Preliminary Site Investigation (PSI) Outside IDOT ROW (Performed by SEECO Consultants)	
4.6	Communication with IDOT and SEECO regarding PESA & PSI Services	24
5.0	<u>Topographical Survey</u>	16
5.1	Pick-Up Topographical Survey Services Performed by Claassen, White & Associates, P.C.	
5.2	Communication with Claassen, White & Associates, P.C.	16
6.0	<u>Develop Base Map, Digital Terrain Model, and GEOPAK Files</u>	108

Willow Road Reconstruction Phase II Design Engineering
Village of Winnetka
11/3/2022

	Task Description	Total Hours
6.1	Develop Base Map Using ORD	48
6.2	Import Spatially Tied Aerial Photography	12
6.3	Update CAD Files from Phase I	48
7.0	<u>Geotechnical Engineering and Analyses</u>	32
7.1	Roadway Geotechnical Report for Willow Road (Provided by SEECO Consultants)	
7.2	Roadway Geotechnical Report for Outside Willow Road (Provided by SEECO Consultants)	
7.3	Communication with SEECO Consultants	32
8.0	<u>Utility Communication</u>	108
8.1	Identify Potential Utility Conflicts to be Included in Special Provisions.	40
8.2	Mail Certified Letters and Full Size Drawings to Utility Companies at Prefinal and Initial - Final Submittals	24
8.3	Communicate with Utility Companies	16
8.4	Prepare and Submit data to IDOT to perform SUE Level B	14
8.5	Prepare and Submit data to IDOT to perform SUE Level A	14
9.0	<u>Suggested Maintenance of Traffic Concept Design and Reports</u>	56
9.1	Review traffic control plan (TCP) prepared in Phase I	12
9.2	Develop one MOT concept design and detour for IDOT approval	24
9.3	Prepare exhibits showing staging of each intersection including turning movements	20
10.0	<u>Temporary and Permanent Traffic Signal and Pavement Design</u>	159
10.1	Design temporary traffic signal at Hibbard Rd.	24
10.2	Design permanent traffic signal at Hibbard Rd.	72
10.3	Develop interconnect plan for Willow Road from Lagoon Drive through Hibbard Road	18
10.4	Pavement Design (3 Roadways - Willow Rd., Hibbard Rd.)	45
11.0	<u>Street Lighting Design</u>	112
11.1	Design beacon street lighting at intersections east of Hibbard Road to Provident Avenue	80
11.2	Prepare design memorandum for IDOT review	18
11.3	Communicate with the Village for pole and fixture selection, delivering power to street lights, and metering po	14
12.0	<u>Temporary and Permanent Drainage Design</u>	192
12.1	Perform calculations and design proposed storm sewers and inlet spacing	144
12.2	Perform calculations and design proposed ditches and layout compensatory storage	48
13.0	<u>Permitting</u>	86
13.1	Perform floodplain cut and fill calculations / Joint Permit Application	52
13.2	Prepare form BDE 2342 and submit SWPPP to IDOT for approval	24
13.3	Prepare IEPA Notice of Intent form	10
14.0	<u>Opinion of Probable Construction Cost and Estimate of Time</u>	94
14.1	Opinion of Probable Construction Cost and Estimate of Time preparation	70

Willow Road Reconstruction Phase II Design Engineering
Village of Winnetka
11/3/2022

	Task Description	Total Hours
14.2	Opinion of Probable Construction Cost breakdown for IDOT participating items	24
15.0	<u>Quality Control/Quality Assurance (QA/QC)</u>	193
15.1	Roadway Quality Control Reviews	96
15.2	Drainage Quality Control Reviews	65
15.3	Traffic Signal Quality Control Reviews	32
16.0	<u>Meetings</u>	176
16.1a	Prepare and attend one IDOT Kickoff meeting	14
16.1b	Prepare and attend two meetings with IDOT Land Acquisition	26
16.1c	Prepare and attend one IDOT Detour Committee Meeting	28
16.1d	Prepare and attend one meeting with New Trier High School	14
16.1e	Prepare and attend one meeting with Crow Island Elementary School	14
16.1f	Prepare and attend two design progress meetings with Village	32
16.1g	Prepare and attend one meeting with MWRD	14
16.2	Prepare and attend one Open House	34
17.0	<u>Drawings</u>	1854
17.1	See Plan Sheet Preparation	
18.0	<u>Special Provisions</u>	76
18.1	See Plan Sheet Preparation	
19.0	<u>Land Acquisition (Assume 7 Parcels - 5 Identified in Phase I)</u>	48
19.2	Titles (Provided by Wheatland Title)	
19.3	Communication with Wheatland Title	8
19.4	Appraisals and Land Negotiations (Performed by HLR) - Assume 7 parcels to appraise	
19.5	Appraisal Reviews (Performed by Polach Appraisal Group, Inc.)	
19.6	Communication with Polach Appraisal Group, Inc.	8
19.7	Communication with Hampton, Lenzini, and Renwick, Inc.	16
19.8	Plat of Highways (Performed by CWA)	
19.9	Communication with Claassen, White & Associates, P.C.	16
TOTAL HOURS		4208

Willow Road Reconstruction Phase II
Village of Winnetka
5/9/2022



	Task Description	Total Hours	SAI Comments
19.0 Drawings		1854	
	Cover sheet	8	1 sheet @ 8 hrs / sheet
	Index of drawings and standards	8	1 sheet @ 8 hrs / sheet
	General notes and commitments	12	1 sheet @ 12 hrs / sheet
	Summary of Quantities & Quantity Calculations	160	250 pay items / 15 pay items per sheets @ 10 hrs / ea (Includes quantity calcs)
	Schedule of Quantities	56	7 sheets @ 8 hrs / sheet (Earth Ex, Entrances, Misc.)
	Typical Sections	60	5 sheets @ 12 hrs / sheet (2 per sheet, 4 existing, 4 proposed, mix table)
	Alignment, Ties, and Benchmarks	40	4 sheets @ 10 hrs / sheet
	Removal drawings	48	4 sheets @ 12 hrs / sheet - 50scale - Dual Pane
	Roadway plan and profile & Profile Adjustments	120	5 sheets @ 24 hrs / sheet - 50scale
	Driveway and entrance details	50	5 sheets @ 10 hrs / sheet - 51 entrances - 12 per sheet
	Curb Ramp Details	168	14 sheets @ 12 hrs / sheet - 2 Corners Per Sheet - 27 corners
	Intersection details	100	10 sheet @ 10 hrs / sheet
	Suggested maintenance of traffic general notes	12	1 sheet @ 12 hrs / sheet
	Suggested maintenance of traffic typical sections	36	2 sheets @ 18 hrs / sheet
	Suggested maintenance of traffic plan (prestige, stage 1, stage 2)	192	12 sheets @ 16 hrs / sheet - dual plan view - 50scale
	Detour plan	24	1 sheet @ 24 hrs / sheet
	Pavement Markings Schedule	12	1 sheet @ 12 hrs / sheet
	Signing Schedule	12	1 sheet @ 12 hrs / sheet
	Pavement markings and signing plan	48	4 sheet @ 12 hrs / sheet - dual plan view - 50scale
	Erosion and sediment control / landscaping	48	4 sheets @ 12 hrs / sheet - dual plan view - 50scale
	Drainage schedules	48	3 sheets @ 16 hrs / sheet
	Drainage and utility plan and profile	80	5 sheets @ 16 hrs / sheet - 50scale
	Compensatory storage grading plan	32	2 sheets @ 16 hrs / sheet - 20scale
	Traffic signal schedule of quantities	12	
	Traffic signals, department details	12	
	Temporary traffic signal installation and removal plan	16	
	Temporary traffic signal staging plan	16	
	Temporary traffic signal cable plan and phase designation diagram	12	
	Permanent traffic signal modernization plan	18	
	Permanent traffic signal cable plan, phase designation diagram, and EVP sequence	18	
	Street Lighting General Notes	8	1 Sheet @ 8 hrs/sheet
	Existing Lighting Plan	8	2 Sheets @ 8 hrs/sheet
	Proposed Lighting Plan	10	2 Sheets @ 10 hrs/sheet
	Single Line Diagram	8	1 Sheet @ 8 hrs/sheet

Willow Road Reconstruction Phase II
Village of Winnetka
5/9/2022



	Task Description	Total Hours	SAI Comments
	General plan and elevation (box culvert crossing)	0	
	General plan and elevation (box culvert storage along Willow)	0	
	General plan and elevation x 4 (junction chambers)	0	
	Culvert and Headwall Details	0	
	Structural details (sewer repair)	0	
	Soil boring logs	8	
	Plat of Highways	10	5 sheets @ 2 hrs / sheet
	Construction Details	12	1 Sheet @ 12 hrs/sheet
	IDOT District 1 Details	12	12 Sheets @ 1 hrs/sheet
	Pre-Stage Cross Sections	50	50 X-Sections @ 1 hr / ea For Temporary Widening on Forest Way & Hibbard
	Cross sections	250	200 X-Sections @ 1.25 hr / ea (every 50', side streets, and driveways)
20.0	Special Provisions	76	
	Special Provisions	76	
	TOTAL HOURS	1930	

Exhibit E

Subconsultant Proposals



Claassen, White & Associates, P.C.

LAND SURVEYORS

121 Airport Drive, Unit I, Joliet, Illinois 60431

(815) 744-3720 office (815) 744-3752 fax

claassenwhite@cwasurevey.com

DBE & WBE certified

IDOT prequalified in Special Services (Surveying)

RHONDA J. WHITE, PLS
President

DAVID A. CLAASSEN, PLS
Vice-President

April 25, 2022

Strand Associates Inc.
1170 South Houbolt Road
Joliet, IL 60431

Willow Road
Village of Winnetka
Limits: 24+00 to 65+00

Scope of Services

The work will be Phase 1 Topographical Design Survey, all limits per Strand exhibits provided, which will include the following:

- Horizontal Control per RTK / GPS methods based on Illinois State Plane Coordinates / East Zone NAD83(2011).
- Vertical Control per above GPS based on NAVD 88 datum, will tie into NGS control, all control will be digitally leveled. Will provide 3-4 benchmarks for construction.
- Will provide Horizontal and Vertical Control Report.
- Roadway topography, cross sections will extend to 15 beyond the existing or proposed right of way.
- Visible Utilities will be located, any JULIE marks will be located.
- Sanitary and Storm sewer within the project roadway limits will be located with Rim and Inverts elevations provided.
- Trees 6 inches and larger will be located within the roadway project limits, they will be identified as deciduous or coniferous, no species, no tree tagging.
- Establish Right of Way
- Final Microstation CAD Base file, final deliverables within 60 days after ATP.
- JULIE Correspondence by others.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Claassen, White & Associates,
Prime
David A. Claassen

DATE 04/25/22
PTB-ITEM# 200

CONTRACT TERM	6	MONTHS
START DATE	5/1/2022	
RAISE DATE	6/1/2022	
OVERHEAD RATE 138.32%		
COMPLEXITY FACTOR 0		
% OF RAISE 2%		

END DATE 10/31/2022

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2022	6/1/2022	1	16.67%
1	6/2/2022	11/1/2022	5	85.00%

The total escalation = 1.67%

PAYROLL RATES

FIRM NAME Claassen, White & Assoc DATE
PRIME/SUPPLEMENT Prime
PTB-ITEM # 200

04/25/22

ESCALATION FACTOR 1.67%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Land Surveyor (S5)	\$53.40	\$54.29
Land Surveyor (S4)	\$42.20	\$42.90
Technician (T9)	\$37.00	\$37.62
Technician (T8)	\$30.00	\$30.50
Technician (T7)	\$27.99	\$28.46
Technician (T6)	\$24.25	\$24.65
Technician (T5)	\$23.00	\$23.38
Technician (T4)	\$21.00	\$21.35
Technician (T1)	\$15.00	\$15.25
Office Techn (OT3)	\$26.00	\$26.43
Administration (A3)	\$26.00	\$26.43

Bureau of Design and Environment
Prepared By: Consultant

DATE 04/25/22

DBE 100.00%

FIRM

04

Prime

SHEET 1 OF 5

[illegible]



PTB NUMBER: Willow Road

TODAY'S DATE: **4/25/2022**

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

PRINTED 4/25/2022

BDE 436 (Rev. 09/30/13)

Scope of Services														Page 1	
Client														Strand Village of Winnetka	
PTB/ Item															
IDOT Job No.															
CWA Work Order															
Location 1														Willow Road	
Location 2															
IDOT Project No.														Claassen, White & Associates, P.C.	
Consultant														7673	
CWA Job Number														April 25, 2022	
Date															

[illegible]

Scope of Services										Page 3	
Item 3	Client					Strand Village of Winnetka					
	PTB/ Item IDOT Job No. CWA Work Order Location 1 Location 2 IDOT Project No. Consultant CWA Job Number Date					Willow Road Claassen, White & Associates, P.C. 7673 April 25, 2022					
		Man-hours								Total	
Field Survey		3.1	Preliminary Field Reconnaissance - TOTAL								
		3.1.1	Reconnaissance of Horizontal Control								
		3.1.2	Reconnaissance of Vertical Control								
		3.1.3	Reconnaissance of Section Corners								
		3.1.4	Reconnaissance of Property Monumentation/ROW								
		3.2	Horizontal Control - TOTAL								
		3.2.1	Additional Scanning Control								
		3.2.2	GPS New Control (VRS / RTK)								20
		3.2.3	Conventional Traverse Control								
		3.3	Vertical Control - Bench Circuit - TOTAL								20
		3.4	Topography - TOTAL								
		3.4.1	Topography (Includes Side Streets)								200
		3.4.2	Roadway Survey IL-83 & Cross Streets								
		3.4.3	Bridges - Culvert Details								
		3.4.4	Roadway								
		3.4.5	Topography								
		3.5	Bridges - (Scanning & Traditional)								
		3.6	Drainage Structures - TOTAL								40
		3.7	Survey - TOTAL								
		3.7.1	Locate Section Corners								
		3.7.2	Locate Monumentation								
		3.7.3	Stake Proposed ROW								
		3.7.4	Locate/Tie in previous work								
		3.8	Centerline Alignment - TOTAL								
		3.8.1	Establish Centerline								
		3.8.2	Reestablish Centerline								
		3.8.3	Stake Centerline								
		3.8.4	Centerline Stationing								
		3.9	Ties - TOTAL								
		3.9.1	Control Points (set and tie)								
		3.9.2	Centerline Ties								
		3.9.3	Section Corner Monument Ties								
		3.9.4	Proposed Right of Way Monument Ties								
Sub-total		Field Survey		140	140						280
										Administration (A1)	
										Administration (A2)	
										Administration (A3)	
										Office Technician (OT)	
										Office Technician (OT)	
										Office Technician (OT)	
										Technician (T1)	
										Technician (T2)	
										Technician (T3)	
										Technician (T4)	
										Technician (T5)	
										Technician (T6)	
										Technician (T7)	
										Technician (T8)	
										Technician (T9)	
										Land Surveyor (S1)	
										Land Surveyor (S3)	
										Land Surveyor (S5)	

Scope of Services

Page 4

Client		Strand Village of Winnetka																		
PTB/ Item																				
IDOT Job No.																				
CWA Work Order																				
Location 1		Willow Road																		
Location 2																				
IDOT Project No.																				
Consultant		Claassen, White & Associates, P.C.																		
CWA Job Number		7673																		
Date		April 25, 2022																		
Item 4		Man-hours																		
Office Survey		Total																		
4.1 Research - TOTAL - Recorder's Office																				
4.1.1 Previous Records Research																				
4.1.2 Title Review Check-Sheet																				
4.1.3 Order Necessary Documentation																				
4.2 Computations - TOTAL																				
4.2.1 Total Holdings																				
4.2.2 Section Lines																				
4.2.3 Boundary Lines																				
4.2.4 Existing Right of Way Lines & Alignment																				
4.2.5 Parcel Computation w/Reports																				
4.2.6 Proposed Right of Way Lines																				
4.2.7 Calculate Inverts																				
4.3 Data Management - TOTAL																				
4.3.1 Manage Previous Survey Databases																				
4.3.2 Compile Previous Work to dgn format																				
4.3.3 Survey Point Number Management																				
4.3.4 Level Note Reduction																				
4.3.5 General Data Management																				
4.4 Plats/CAD - TOTAL																				
4.4.1 Plats of Highway (12 Sheets)																				
4.4.2 Centerline Alignment																				
4.4.3 Monument Records																				
4.4.4 New Data Sheet																				
4.4.5 Tin / DTM																				
4.4.6 Utilities																				
4.4.7 Topography (CAD Base File)																				
4.4.8 General Plat Review																				
4.5 Legal Descriptions - TOTAL																				
Office Survey		16	40																	
Sub-total																				56
		Land Surveyor (S5)	Land Surveyor (S3)	Land Surveyor (S1)	Technician (T9)	Technician (T8)	Technician (T7)	Technician (T6)	Technician (T5)	Technician (T4)	Technician (T3)	Technician (T2)	Technician (T1)	Office Technician (OT3)	Office Technician (OT2)	Office Technician (OT1)	Administration (A3)	Administration (A2)	Administration (A1)	



Claassen, White & Associates, P.C.

LAND SURVEYORS

121 Airport Drive, Unit I, Joliet, Illinois 60431

(815) 744-3720 office (815) 744-3752 fax

claassenwhite@cwasurevey.com

DBE & WBE certified

IDOT prequalified in Special Services (Surveying)

RHONDA J. WHITE, PLS
President

DAVID A. CLAASSEN, PLS
Vice-President

April 25, 2022

Strand Associates Inc.
1170 South Houbolt Road
Joliet, IL 60431

Willow Road
Village of Winnetka

Scope of Services

The work will be Phase II engineering services for land surveying services to prepare Land Acquisition documents for approximately 8 parcels. This includes field and office resources to prepare statutory plats of highway. The client will furnish title reports.

Claassen, White & Associates will provide approximately a 4 page set of Plat of Highways. All deliverables per IDOT standards. All requirements per Strand exhibits provided.

CWA Final Deliverables:

- 4 page set of preliminary Plat of Highways (PDF format).
- 4 page set of final signed Plat of Highways (PDF and Mylar format).
- Upon request, all documents associated with the project, including but not limited to recorded documents, survey field notes, raw survey data and private records.
- Microstation Base and Sheet files.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Claassen, White & Associates,
Prime
David A. Claassen

DATE 04/25/22
PTB-ITEM# 200

CONTRACT TERM 6 MONTHS
START DATE 5/1/2022 OVERHEAD RATE 138.32%
RAISE DATE 8/1/2022 COMPLEXITY FACTOR 0
% OF RAISE 2%

END DATE 10/31/2022

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2022	6/1/2022	1	16.67%
1	6/2/2022	11/1/2022	5	85.00%

The total escalation = 1.67%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #

Claassen, White & Assoc DATE
Prime
200

04/25/22

ESCALATION FACTOR

1.67%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Land Surveyor (S5)	\$53.40	\$54.29
Land Surveyor (S4)	\$42.20	\$42.90
Technician (T9)	\$37.00	\$37.62
Technician (T8)	\$30.00	\$30.50
Technician (T7)	\$27.99	\$28.46
Technician (T6)	\$24.25	\$24.65
Technician (T5)	\$23.00	\$23.38
Technician (T4)	\$21.00	\$21.35
Technician (T1)	\$15.00	\$15.25
Office Techn (OT3)	\$26.00	\$26.43
Administration (A3)	\$26.00	\$26.43

COST PLUS FIXED FEE

**Design and Environment
Prepared By: Consultant**

FIRM	Claassen, White & Associates, P.C.		DATE	04/25/22
PTB-ITEM #	200	OVERHEAD RATE	138.32%	
PRIME/SUPPLEMENT	Prime	COMPLEXITY FACTOR	0	

[illegible]

DBE 100.00%

DATE 04/25/22

SHEET 1 **OF** 5

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Scope of Services															Page 1	
Client															Strand Village of Winnetka	
PTB/ Item																
IDOT Job No.																
CWA Work Order																
Location 1																
Location 2															Willow Road	
IDOT Project No.																
Consultant															Claassen, White & Associates, P.C.	
CWA Job Number															####	
Date															April 25, 2022	

Scope of Services		Page 2																		
Client		Strand Village of Winnetka																		
PTB/ Item		Willow Road																		
IDOT Job No.		Claassen, White & Associates, P.C.																		
CWA Work Order		####																		
Location 1		April 25, 2022																		
Location 2																				
IDOT Project No.																				
Consultant																				
CWA Job Number																				
Date																				
Item 2	Administration	Man-hours															Total			
		Land Surveyor (S5)	Land Surveyor (S3)	Land Surveyor (S1)	Technician (T9)	Technician (T8)	Technician (T7)	Technician (T6)	Technician (T5)	Technician (T4)	Technician (T3)	Technician (T2)	Technician (T1)	Office Technician (OT3)	Office Technician (OT2)	Office Technician (OT1)		Administration (A3)	Administration (A2)	Administration (A1)
Sub-total	2.1 Project Management Meetings	6																		6
	2.2 Daily Project Management																			
	2.3 Billings																			
	2.4 Prepare Transmittals																			
	2.5 General Office (copies, typing, etc.)																			
Administration		6																		6

Scope of Services													Page 3
Client													
Strand Village of Winnetka													
PTB/ Item													
IDOT Job No.													
CWA Work Order													
Location 1													
Location 2													
Willow Road													
IDOT Project No.													
Consultant													
CWA Job Number													
Claassen, White & Associates, P.C.													
####													
Date													
April 25, 2022													
Item 3	Field Survey	Man-hours										Total	
3.1	Preliminary Field Reconnaissance - TOTAL												
	3.1.1 Reconnaissance of Horizontal Control												
	3.1.2 Reconnaissance of Vertical Control												
	3.1.3 Reconnaissance of Section Corners												
	3.1.4 Reconnaissance of Property Monumentation/ROW	20											
	3.2 Horizontal Control - TOTAL											40	
	3.2.1 Additional Scanning Control												
	3.2.2 GPS New Control (VRS / RTK)												
	3.2.3 Conventional Traverse Control												
	3.3 Vertical Control - Bench Circuit - TOTAL												
	3.4 Topography - TOTAL												
	3.4.1 Topography (Includes Side Streets)												
	3.4.2 Roadway Survey IL-83 & Cross Streets												
	3.4.3 Bridges - Culvert Details												
	3.4.4 Roadway												
	3.4.5 Topography												
	3.5 Bridges - (Scanning & Traditional)												
	3.6 Drainage Structures - TOTAL												
	3.7 Survey - TOTAL												
	3.7.1 Locate Section Corners	10										20	
	3.7.2 Locate Monumentation	20										40	
	3.7.3 Stake Proposed ROW	10										20	
	3.7.4 Locate/Tie in previous work												
3.8 Centerline Alignment - TOTAL													
3.8.1 Establish Centerline	10										20		
3.8.2 Reestablish Centerline													
3.8.3 Stake Centerline													
3.8.4 Centerline Stationing													
3.9 Ties - TOTAL													
3.9.1 Control Points (set and tie)													
3.9.2 Centerline Ties													
3.9.3 Section Corner Monument Ties													
3.9.4 Proposed Right of Way Monument Ties													
Sub-total	Field Survey	70									70	140	

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Construction Monitoring &
Observations

Construction Materials Testing

Tunnels and Underground Openings

Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations

Foundation Analysis & Design

Structural Rehabilitation
Condition Surveys

Dams and Drainage Studies

April 21, 2022

Mr. Marc Grigas, P.E.
Strand Associates
1170 Houbolt Rd.
Joliet, IL 60431

UPDATED PROPOSAL

Preliminary Environmental Site Assessment
(PESA) for the Hibbard Road R.O.W.,
Winnetka, IL

Dear Mr. Grigas,

Pursuant to your request, SEECO Consultants, Inc. (SEECO) is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed the information supplied and have drawn upon our experience on similar projects. Extent of project limits will be Hibbard Road from 750' North of Willow Road to 900' South.

SEECO proposes to perform a Preliminary Environmental Site Assessment (PESA) of this Right of Way (ROW) in accordance with criteria from Bureau of Design and Environment Manual, Chapter 27, Dec. 2015 Edition and Bureau of Local Roads "A Manual for Conducting Preliminary Site Assessments for Illinois Department of Transportation Infrastructure Projects-2012." A cursory visual assessment will be made of adjoining properties at the time of reconnaissance of the ROW in question.

To perform the Study, SEECO will perform the following tasks:

- Field Reconnaissance to observe if readily visible signs of environmental concerns are present, including photographic documentation;
- Review of selected governmental agency records to determine if there is recorded evidence of environmental concerns with the subject property or with surrounding facilities. Some of these records may be obtained through a commercially available environmental database. The records to be reviewed include, but are not limited to:

CERCLIS List & State Equivalent
RCRA List & State Equivalent
National Priorities List & State Equivalent
ERNs List
UST Permitted Locations
LUST Incident Reports
State Solid Waste Landfill Inventory
USGS Topographic Map
Aerial Photographs
U.S. Department of Interior Wetlands Inventory Maps
Illinois Hydrological Investigations Atlas

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www.seeco.com

UPDATED PROPOSAL

Preliminary Environmental Site Assessment
(PESA) for the Hibbard Road R.O.W.,
Winnetka, IL

April 21, 2022
Page 2

- Interview/discussion with the readily available local authorities (i.e. Fire Department, HAZMAT Personnel, etc.) for knowledge of past property uses and/or environmental incidents;

Upon completion of all activities and record searches, a Report of Findings will be prepared. This report will include site location and features maps, government agency records review, field reconnaissance, and other activities performed including conclusions and recommendations. The level(s) of PESA Risk Findings will be identified. Included will be determinations of Potential Impacted Properties (PIPs) locations, if any, and if a preliminary site investigation (PSI) is required.

One (1) paper copy of the report and one (1) electronic copy will be provided. Invoicing terms are net 30 days from date of invoice. Costs assume work completed in 2023.

The cost for these services as stated herewith will be as follows:

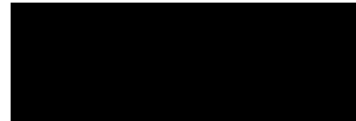
Preliminary Environmental Site Assessment	\$6,760.00
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We will proceed with the work upon receipt of an executed subconsultant agreement.

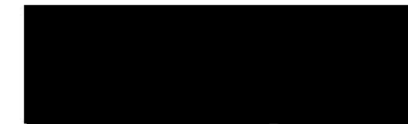
We appreciate the opportunity to offer our services and are looking forward to working with you on this project.

Respectfully submitted,

SEECO Consultants Inc.



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President

DCC:arm

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Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

April 21, 2022

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

Mr. Marc Grigas, P.E.
Strand Associates
1170 Houbolt Rd.
Joliet, IL 60431

UPDATED PROPOSAL

Environmental Services – Preliminary Site
Investigation (PSI), Hibbard Road R.O.W.,
Winnetka, IL

Dear Mr. Grigas,

SEECO Consultants Inc. (SEECO) is pleased for the opportunity to submit this proposal for Environmental Services at the subject property.

The limits of this project are the Hibbard Road R.O.W. – from 750' north of Willow Road to 900' south of Willow Road.

Upon completion of the PESA, it is anticipated that it will identify Potentially Impacted Properties (PIPs) along the alignment. This PSI will address the PIP areas identified. The purpose of this Preliminary Site Investigation is to sample the subsurface soils at each PIP, perform analytical chemistry testing to determine concentrations of identified contaminants of concern, if any, to determine whether environmental conditions requiring remediation exist and to quantify the extent, and to determine whether the subsurface soil can be certified as CCDD material. This proposal assumes potential, not yet identified RECs. Changes/new RECs may require scope and cost alterations.

8 to 10 soil borings with intermittent discreet split spoon samples obtained utilizing a truck mounted drill rig are proposed. The split spoon samplers will be decontaminated between each sample interval utilizing an Alconex solution with a distilled water rinse. The borings will be advanced to 10 to 15 feet below existing surface grade.

Depending on the results of the PESA, this PSI addresses the anticipated quantity of borings and proposed analytical chemistry testing. Exact sampling locations to be determined by SES following completion of said PESA.

Soil samples will be collected and field screened for the presence of volatile organic vapors using a photo ionization device (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. The drilling and sampling operations will be logged by an experienced environmental Licensed Professional. Representative soil samples will be collected from boreholes from the soil interval exhibiting the highest PID reading, if any. If no samples display an elevated PID reading, then the soil sample determined by field observations to be the most conducive to transmitting potential contamination will be selected. The soil samples will be analyzed at an independent Illinois IEPA approved laboratory.

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UPDATED PROPOSAL

Environmental Services – Preliminary Site
Investigation (PSI), Hibbard Road R.O.W.,
Winnetka, IL

April 21, 2022

Page 2

Soil sample collection split spoons will be decontaminated to environmental standards in order for environmental samples to be properly collected. The soil sample environmental laboratory analytical results will be available approximately one (1)-week following drilling activities. The environmental analytical results will be compared to 35 Illinois Administrative Code (IAC) Part 742 Tier 1 Soil Remedial Objectives (SROs) for Residential and Commercial/Industrial properties to determine whether the site soils require remediation to meet IEPA cleanup objectives and to the Maximum Allowable Concentration (MAC) table for potential CCDD disposal. Your office will be contacted if there are any immediate items of concern. If areas indicate material contaminated at levels exceeding the Maximum Allowable Concentrations (MAC), additional borings and/or chemical analysis may be performed to delineate and quantify said contaminants. Additional work would be performed at stated applicable unit rates if preapproved by Strand Associates.

SEECO will then prepare a PSI Report that will address any environmental conditions discovered in site soils and general soils information. The report will address the PIP locations illustrated, levels of contamination encountered, if any, limits of contaminated areas, if any and if not considered contaminated per MAC table concentrations, will include LPC 663 forms certifying for CCDD disposal for the project limits, as applicable. Included will be IDOT Special Provisions and IDOT Pay Items information for inclusion in the construction documents with regards to contaminated soils, if any

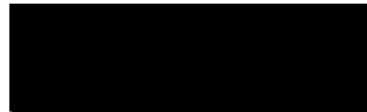
The estimated costs for these services as stated above is \$22,900.00 and is illustrated on the attached Fee Schedule. Costs assume work completed by end of 2024.

If this proposal is acceptable, please prepare a subconsultant agreement.

If you have any questions or require additional information, please feel free to contact us. We are looking forward to finishing this project.

Respectfully submitted,

SEECO Consultants Inc.



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President

DCC:arm

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UNIT PRICE FEE SCHEDULE

Mobilization of Equipment	\$ 600.00
Soil Borings with Truck Mounted Rig Estimate 12 hrs portal to portal @ \$385.00/hr	\$4,620.00
PID Estimate 1 day @ \$90.00/day	\$ 90.00
Field Engineer Estimate 12 hrs @ \$125.00/hr	\$1,500.00
Visual Classification (AASHTO), Moisture Content, Unconfined Compressive Strength Utilizing a Calibrated Penetrometer Test Estimate 60 samples @ \$12.50/sample	\$ 750.00
Flag Personnel Estimate 12 hrs @ \$125.00/hr	\$1,500.00
VOCs Estimate 8 tests @ \$240.00/test	\$1,920.00
TCL Metals Estimate 8 tests @ \$335.00/test	\$2,680.00
SVOCs Estimate 8 tests @ \$335.00/test	\$2,680.00
TCLP or SPLP Analysis – Per Metal Estimate 5 tests @ \$155.00/test	\$ 775.00
pH Estimate 10 tests @ \$30.00/test	\$ 300.00
Principal Engineer Estimate 1 hr @ \$205.00/hr	\$ 205.00
Project Manager Estimate 4 hrs @ \$150.00/hr	\$ 600.00
Project Environmental Engineer Estimate 20 hrs @ \$140.00/hr	\$2,800.00
Staff Engineer Estimate 8 hrs @ \$125.00/hr	\$ 1,000.00
Draftsman Estimate 5 hrs @ \$120.00/hr	\$ 600.00
Technical Typist Estimate 4 hrs @ \$70.00/hr	<u>\$ 280.00</u>

ESTIMATED PROJECT TOTAL: \$22,900.00

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

September 30, 2021

Mr. Marc Grigas
Strand Associates
1170 Houbolt Rd.
Joliet, IL 60431

UPDATED PROPOSAL

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for the
Proposed Willow Road Improvements, Winnetka, IL

Dear Mr. Grigas,

Pursuant to your request, SEECO Consultants, Inc. is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed pertinent information and have discussed the project with you. This proposal addresses Willow Road – 500' west of Forestway Drive to Provident Avenue in Winnetka, IL.

The scope of work SEECO is proposing is as follows:

- For the 100' box culvert perform 3 structure borings to 25 feet below existing ground surface. 3 structure borings to 25' will be performed for the junction chambers. For the 3300' box culvert east of Hibbard – 45 structure borings will be performed to 30 feet below existing ground surface. 15 soil borings to 15' will be performed for the roadway and storm sewer along with 10 pavement cores to determine the existing pavement cross sections. The boreholes will be located at locations consistent with the improvements and will be field staked by SEECO. Elevations will be interpolated from provided plans. Traffic control will consist of cones and signage and flag personnel as needed.
- The resulting soil samples will be returned to SEECO's laboratory for further testing and analysis. Visual Classification, Moisture Content and Unconfined Compressive Strength utilizing a Rimac will be performed on all applicable samples. Representative samples will be tested for plasticity, grain size distribution and pH. An Illinois Bearing Ratio will be determined.
- Upon completion of the field exploration and laboratory testing a written geotechnical report will be prepared under the direction of a Registered Professional/Structural Engineer of Illinois. The report will address encountered subsurface soil conditions, laboratory data, pavement recommendations, box culvert recommendations, undercut locations and quantities, sewer and junction chamber installation recommendations and general construction considerations. The design engineering is locally funded. This report will be prepared as an IDOT RGR and SGR. Plans and profile drawings will be supplied to SEECO by Strand.
- It is anticipated that right of entry and access locations to the site will be provided to us. Boring locations may be offset as required. No utility R.O.W. conflicts are anticipated. SEECO will not be responsible for restoration costs beyond borehole backfill, if any. No permits or bonds are required.

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www.seeco.com

UPDATED PROPOSAL

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for the
Proposed Willow Road Improvements, Winnetka, IL

September 30, 2021

Page 2

The estimated cost for these services will be \$131,158.00 per the attached Unit Price Fee Schedule.

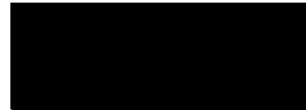
It is assumed that no permits or restoration bonds/costs are required. Assumes right of entry will be provided to SEECO. Includes union labor. Weekday/day time work hours are anticipated. Prior approval will be secured from you before the inception of additional work at negotiated costs. Borings will be backfilled with drill cuttings and surface patched to match existing. JULIE will be contacted for utility locates. Assumes all drilling locations will be accessible to a truck mounted drill rig.

If this proposal is acceptable, please prepare a subconsultant agreement. Costs assume work completed by end of 2022.

If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President

DCC:arm

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UNIT PRICE FEE SCHEDULE

Mobilization of Equipment and Personnel	\$ 500.00
Field Engineer – Layout/Logging Estimate 112 hrs @ \$120.00/hr	\$ 13,440.00
Two Man Drill Crew w/Equipment Estimate 1725 lin. ft. @ \$30.00/lin. ft.	\$ 51,750.00
Pavement Cores Estimate 8 hrs @ \$300.00/hr	\$ 2,400.00
Flag Personnel Estimate 160 man hours @ \$120.00/man hour	\$ 19,200.00
Visual Classification (AASHTO), Moisture Content, Unconfined Compressive Strength (Qp) Estimate 588 tests @ \$12.50/test	\$ 7,350.00
Grain Size Analysis Estimate 4 tests @ \$210.00/test	\$ 840.00
Atterberg Limits Estimate 4 tests @ \$105.00/test	\$ 420.00
pH Tests Estimate 8 tests @ \$25.00/test	\$ 200.00
Organic Content Tests Estimate 4 tests @ \$95.00/test	\$ 380.00
Illinois Bearing Ratio – Includes Standard Proctor Estimate 1 test @ \$510.00/test	\$ 510.00
Principal Engineer Estimate 6 hrs @ \$198.00/hr	\$ 1,188.00
Project Manager Estimate 12 hrs @ \$140.00/hr	\$ 1,680.00
Project Engineer Estimate 150 hrs @ \$130.00/hr	\$ 19,500.00
Staff Engineer Estimate 72 hrs @ \$120.00/hr	\$ 8,640.00
Draftsman Estimate 24 hrs @ \$110.00/hr	\$ 2,640.00
Technical Typist Estimate 8 hrs @ \$65.00/hr	\$ 520.00
Estimated Total	\$131,158.00



April 21, 2022

Mr. Marc Grigas, PE
Strand Associates, Inc.
1170 S. Houbolt Road
Joliet, IL 60431

Re: Proposal for Land Acquisition Services
Village of Winnetka
Route: Willow Road
Section: Forestway Drive to Hibbard Road

Dear Mr. Grigas:

We prepared this letter to serve as the agreement between Strand Associates, Inc. (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for land acquisition services requested relative to the Willow Road, Forestway Drive to Hibbard Road, Village of Winnetka project.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

Current and valid title insurance commitments, plats, legal descriptions, and for negotiations, approved appraisal report, if applicable, for each parcel.

COMPENSATION

Billing Terms

For our services we will be paid the following lump-sum amounts per parcel:

<u>Property / PIN</u>	<u>Location</u>	<u>Type</u>	<u>Appraisal Fee</u>	<u>Negotiation Fee</u>
05-20-300-037	SWC Hibbard & Willow	Residential	\$2,600.00	\$4,000.00
05-20-119-015	NEC Hibbard & Willow	Church	\$3,500.00	\$4,000.00
05-19-406-021; -002	SWC Hibbard & Willow	Forest Preserve	\$3,700.00	\$4,250.00

<u>Property / PIN</u>	<u>Location</u>	<u>Type</u>	<u>Appraisal Fee</u>	<u>Negotiation Fee</u>
05-19-202-001	NEC Willow & Forestway	Forest Preserve	\$3,200.00	\$4,250.00
05-19-202-001	NWC Willow & Forestway	Forest Preserve	\$3,200.00	\$4,250.00
05-19-400-001; -002	SS Willow, W of Hibbard	Forest Preserve	\$3,700.00	\$4,250.00
05-20-303-001	SWC Willow & Glendale	School	\$4,000.00	\$4,000.00
Subtotals			\$23,900.00	\$29,000.00
Total			\$52,900.00	

This appraisal assignment will comply with the following standards, laws, regulations, and policies:

- The Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24,
- The Uniform Standards of Professional Appraisal Practice (USPAP), and
- The Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.

Exhibit A

Negotiation Scope

- The negotiator will personally contact the property owner(s) and offer to meet in-person to discuss the project and the acquisition process.
- The negotiator will personally present the approved fair market value of the property (offer to purchase) to the property owner(s).
- The negotiator will document all efforts in the Negotiator's Report which shall contain the names and addresses of all interested parties, and if necessary, a recommendation for further action. The negotiator shall maintain and submit this completed report to the Client upon request.
- The negotiator will review title exceptions and obtain "clear" title.
- The negotiator will obtain proper documentation to secure an adequate interest for the purpose for which it is being acquired.
- The negotiator will be available to meet with Client personnel regarding status.
- The negotiator's files will be available for review by the Client.
- Negotiations will be performed in compliance with IDOT Land Acquisition Policies and Procedures.
- Negotiation services will include obtaining right-of-way certification by IDOT.

Appraisal Scope

- Estimate the compensation to be paid by the Village of Winnetka to individual property owners for the rights to be acquired by the Village of Winnetka along Willow Road, Forestway Drive to Hibbard Road.
- The reports will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The reports will be presented in accordance with and are intended to comply with the reporting requirements as set forth in Standard 2-2. Supporting documentation will either be included in the report as addenda exhibits or held in our work files. The depth of discussion in the report will be specific to your needs.
- The definition of market value to be used in this report is the definition cited below.
- The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken. (Illinois Pattern Jury instructions)
- In the event of a partial acquisition where there is a remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual

acquisition of a part of the property must be considered in estimating the value of the remainder after taking.

- Research will be completed to identify appropriate market data.
- Information will be obtained from public sources, private sources including my files, county and township records. When possible, information will be verified by someone directly involved in the sale. At a minimum, sales will be verified by the assessor's office.
- The Jurisdictional Exception Rule of USPAP is not used. The report will comply with all of the requirements of the Uniform Standards of Professional Appraisal Practice. There is no need for use of the Jurisdictional Exception Rule.
- The appraisal reports will be completed by Illinois Certified General Appraisers who are on the approved IDOT Appraiser list.

POLACH APPRAISAL GROUP, INC.

1761 S. Naperville Road
Suite 103
Wheaton • Illinois • 60189
Phone: 630.682.4650

20 W. Kinzie Street
Suite 1700
Chicago • Illinois • 60610
Phone: 312.422.1200

PROPOSAL FOR PROFESSIONAL SERVICES

AT THE REQUEST OF: Marc A. Grigas, P.E.
Strand Associates, Inc.
marc.grigas@strand.com

WITH REFERENCE TO THE FOLLOWING DESCRIBED PROPERTY:

Willow Road Phase I Study
West Village Limit to Provident Avenue
Winnetka, IL
Several Properties with various acquisitions as identified on Page 2

POLACH APPRAISAL GROUP, INC., HEREBY AGREES TO PERFORM THE FOLLOWING PROFESSIONAL SERVICES:

Appraisal Review

Inspection of the subject properties and surrounding area
Research with respect to the subject properties
Review of market data
Inspection of comparable sale properties used in report
Analysis of the subject properties and the market data
Review of the submitted appraisal reports in connection with the proposed acquisition, temporary easements and permanent easement acquisitions
Preparation of a review appraisal report for each property

STRAND ASSOCIATES, INC. DOES HEREBY RETAIN **POLACH APPRAISAL GROUP, INC.,** BASED UPON THE FOLLOWING TERMS AND CONDITIONS:

The time of completion will be (14-21) FOURTEEN TO TWENTY ONE DAYS after receipt of appraisal reports.

POLACH APPRAISAL GROUP, INC.

May 16, 2022
Strand Associates, Inc.

Page 2
Proposal For Professional Services Cont'd.

The fees for these parcels are as follows:

Property	PIN	Address	Property	Whole Land Area (AC)	Purpose	Acquisition Area (Ac)	Fee
1.	05-20-300-037	355 Hibbard Road	SFR	0.30 acres	Partial Acquisition	0.004	\$1,300

Property	PIN	Address	Property	Whole Land Area (AC)	Purpose	Acquisition Area (Ac)	Fee
2.	05-20-119-015	1255 Willow Road	Church	1.93 acres	2 Temporary Easements	0.002 / 0.003	\$2,050

Property	PIN	Address	Property	Whole Land Area (AC)	Purpose	Acquisition Area (Ac)	Fee
3.	05-19-202-001	NEC Willow & Forestway Dr.	FPD	52.78 acres	Permanent Easement	0.016	\$1,800

Property	PIN	Address	Property	Whole Land Area (AC)	Purpose	Acquisition Area (Ac)	Fee
4.	05-19-202-001	NWC Willow & Forestway Dr.	FPD	298.66 acres	Permanent Easement	0.019	\$1,950

Property	PIN	Address	Property	Whole Land Area (AC)	Purpose	Acquisition Area (Ac)	Fee
5.	05-19-406-021 & 05-19-400-002	SWC Willow & Hibbard	FPD	124.34 acres	Permanent Easement & Temporary Easement	PE - 0.014 TE - 0.200	\$2,150

Property	PIN	Address	Property	Whole Land Area (AC)	Purpose	Acquisition Area (Ac)	Fee
6.	05-19-400-001, 05-19-400-002	SS Willow, W of Public Works	FPD	78.0 acres	Temporary Easement	—	\$2,050

Property	PIN	Address	Property	Whole Land Area (AC)	Purpose	Acquisition Area (Ac)	Fee
7.	05-20-303-001	1112 Willow Road	School	6.75 acres	TE	—	\$2,200

Additional fees for acquisitions or easement parcels would be approximately \$250 - \$500 depending on the complexity of the analysis required.

POLACH APPRAISAL GROUP, INC.

May 16, 2022
Strand Associates, Inc.

Page 3
Proposal For Professional Services Cont'd.

To ensure proper billing, please indicate below the person responsible for payment of the aforementioned fees:

Company: _____
Contact Person: _____
Title: _____
Address: _____
City, State, Zip: _____
Telephone #: _____
Email: _____

BY PAYMENT OF THE RETAINER REQUESTED IN THE AMOUNT OF **(-0-) NONE REQUIRED** with the balance of the recited fees to be paid **AS BILLED**, **STRAND ASSOCIATES, INC.** does hereby confirm the above terms and conditions in addition to accepting those standard **CONTINGENT AND LIMITING CONDITIONS** attached hereto as Exhibit "A".

No changes in this assignment shall be made without the expressed consent of the undersigned. If upon inspection of the captioned property or review of the material to be supplied by the client or agent, it is determined by **POLACH APPRAISAL GROUP, INC.**, that misrepresentations have been made with respect to the property or data pertinent to this appraisal, the appraisers reserve the right to cancel this contract and refund the retainer charged, less a reasonable inspection fee and actual expenses, or to revise our proposal in accordance with actual conditions and submit same to the client for his review and acceptance.

This proposal is valid for (21) twenty-one days from the date affixed by **POLACH APPRAISAL GROUP, INC.** It is understood that work will commence on this assignment upon our receipt of an authorized agreement from Strand Associates, Inc.

In the event there are any questions or comments before signing this proposal, please call the undersigned. **POLACH APPRAISAL GROUP, INC.**, is pleased to have the opportunity to be of service to you in this assignment.


Mark K. Polach, Vice President
POLACH APPRAISAL GROUP, INC.

Date May 16, 2022

Marc A. Grigas, P.E.
STRAND ASSOCIATES, INC.

Date



WHEATLAND
TITLE COMPANY

105 West Veterans Parkway, Yorkville, IL 60560
Phone: 630-892-2323
Fax: 630-892-2390

April 21, 2002

Mr. Marc Grigas
Strand Associates, Inc.
1170 South Houbolt Road
Joliet, IL 60431

Re: **REVISED Quote for Title Insurance Proposal # 20-185**

Project Reference: Willow Road - Winnetka
PIN(s): 7 Pins

Dear Marc:

Thank you for the opportunity to review your request for title work on the above-referenced parcel(s). Our proposed fees for this project are as follows:

Title Commitment (per PIN).....\$1,000.00

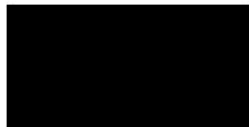
Please be advised, the above quoted price is per tax parcel number, and includes all requested document copies and later dates. The above quote does not include our policy/cost of insurance, recording fees, or closing fees.

The cost per title commitment as stated above, does not include any parcels that are found to be currently or previously owned by a railroad.

Payment for services provided is expected within 30 days of the invoice date, via electronic funds transfer (ACH) or check. If these payment terms are not acceptable, please let us know your needs in advance.

If you should have any additional questions or concerns, please do not hesitate to contact me.

Sincerely,



Gloria G. Wagner
Director of Title Operations
Wheatland Title Company



Agenda Item Executive Summary

TITLE: Resolution No. R-111-2022 Safebuilt Contract Renewal (Adoption)

PRESENTER: David Schoon

AGENDA DATE: November 15, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

- 12/18/2018 - Council adopted Resolution No. R-77-2018, Approving a Contract with SAFEBuilt Illinois, Inc. for Inspection and Plan Review Services.
- 11/17/2020 - Council Adopted Resolution No. R-71-2020, Approving an Amendment to the Agreement with SAFEBuilt Illinois, Inc. for Inspectional and Plan Review Services.
- 11/2/2021 - Council Adopted Resolution No. R-87-2021, Approving an Amendment to the Agreement with SAFEBuilt Illinois, Inc. for Inspectional and Plan Review Services.

EXECUTIVE SUMMARY:

Resolution No. R-111-2022 on the Council agenda authorizes the Village to renew its contract with SAFEbuilt Illinois, Inc. to provide building-related inspection and plan review services in a not-to-exceed amount of \$200,000.

In 2018, the Village Council adopted Resolution No. R-77-2018. A Resolution Approving a Contract with SAFEBuilt Illinois, Inc. for Inspection and Plan Review Services. The contract allows the Village to renew the agreement up to three additional one-year terms. The proposed renewal would be the third extension and would be through December 31, 2023.

SAFEbuilt will only invoice for services performed during the extension of the contract. Under the agreement SAFEbuilt's current billable rates for plan reviews (\$76.91/hour) and inspections (\$75.86/hour) may increase based upon the increase in annual "Consumer Price Index-U, Chicago-Naperville, Elgin," but not more than 3%, during the coming year.

The amount budgeted for inspection and plan review services in 2022 is \$200,000, which allows us to have covered the amount for these services during the past several years and any CPI increase. If staff anticipates the fees for these services would surpass the \$200,000 amount, we will approach the Village Council for a budget amendment.

BACKGROUND

The Village first entered into a contract for building inspection and plan review services with SAFEbuilt

in June, 2013. Prior to this date, these services were provided by Village employees. Winnetka along with four other neighboring municipalities - Glenview, Evanston, Wilmette, Kenilworth - engaged in an RFP process to identify a third-party vendor to provide these services.

SAFEbuilt was the successful vendor and was chosen over four others. The impetus behind this model was to address the need for additional building plan review and inspection services due to the increase in building activity at that time without adding permanent municipal employees and to use a regional approach to achieve economies of scale and process efficiencies.

In 2018, prior to the Village's agreement expiring with SAFEbuilt, the Village joined the original four neighboring municipalities and six additional municipalities (Highland Park, Lincolnshire, Morton Grove, Niles, Palatine, and Wheeling) in an RFP process for building plan review and inspection services. Six proposals were received with only three proposals being responsive to the Village's request for services. The Village found SAFEbuilt to be the lower responsible proposer for the services, and as noted earlier, the Village adopted Resolution No. R-77-2018 entering into a contract with SAFEBuilt for building-related plan review and inspection services.

Given the third amendment to the agreement would be the last and final under the current contract, during the coming year the Village anticipates once again partnering with our neighboring communities in an RFP process for building plan review and inspection services.

RECOMMENDATION:

Consider adopting Resolution No. R-111-2022 renewing the contract with SAFEbuilt Illinois, Inc. for building-related plan review and inspection services for FY2023.

ATTACHMENTS:

1. Resolution No. R-111-2022: Approving an Amendment to the Agreement with Safebuilt Illinois, Inc. for Inspection & Plan Services
2. Safebuilt Agreement for Inspection & Plan Services
3. First & Second Amendments to Safebuilt Agreement

RESOLUTION NO. R-111-2022

**A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT
WITH SAFEUILT ILLINOIS, INC. FOR INSPECTION & PLAN SERVICES**

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

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

WHEREAS, on December 31, 2018, the Village entered into a Professional Services Agreement (“*Agreement*”) with SAFEuilt, LLC (“*Consultant*”) for Consultant to provide the Village inspection and plan review services (“*Services*”); and

WHEREAS, the Village reserved itself the right in the Agreement to extend the term of the Agreement for three additional one-year periods (“*Extension Terms*”); and

WHEREAS, the Village and Consultant entered into a First Amendment to the Agreement dated November 17, 2020, (“*First Amendment*”), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the first Extension Term and to set forth the prices for the Services during the first Extension Term; and

WHEREAS, the Village and Consultant entered into a Second Amendment to the Agreement dated November 3, 2021, (“*Second Amendment*”), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the second Extension Term and to set forth the prices for the Services during the second Extension Term; and

WHEREAS, the Village now desires to further amend the agreement to exercise its option to extend the term of the Agreement for an additional year and set the maximum charge to the Village during the renewal term (“*Third Amendment*”); and

WHEREAS, the Council of the Village of Winnetka (“*Village Council*”) has determined that entering into the Amendment is in the best interest of the Village;

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 AMENDMENT. The Village Council hereby approves, pursuant to the Village’s home rule power, the Third Amendment in substantially the form attached to this Resolution as *Exhibit A*, and in a final form to be approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE THE AMENDMENT. The Village Council hereby authorizes and directs, pursuant to the Village's home rule power, the Village President and the Village Clerk to execute and seal, on behalf of the Village, the Amendment.

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 15 day of November, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AMENDMENT

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("*Amendment*"), dated as of this ____ day of _____, 2022, ("*Effective Date*"), is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("*Village*"), and **SAFEBUILT ILLINOIS, LLC**, an Illinois limited liability company ("*Consultant*").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

A. The Village and Consultant entered into that certain December 31, 2018, Professional Services Agreement ("*Agreement*") for Consultant to provide the Village inspection and plan review services ("*Services*"), which Services are more fully described in the Agreement.

B. The Initial Term of the Agreement ended on December 31, 2020.

C. Pursuant to Section 2. D of the Agreement, the Village and Consultant may renew and extend the Agreement for up to three additional one-year terms upon the mutual agreement of the Parties.

D. The Village and Consultant entered into a First Amendment to the Agreement dated November 17, 2020, ("*First Amendment*"), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the first Extension Term and to set forth the prices for the Services during the first Extension Term.

E. The Village and Consultant entered into a Second Amendment to the Agreement dated November 3, 2021, ("*Second Amendment*"), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the second Extension Term and to set forth the prices for the Services during the second Extension Term

F. Consultant has provided the Village satisfactory Services during the Initial Term and Extension Terms.

G. Consultant and the Village desire to renew the Agreement for an additional year and amend the agreement amount.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this Amendment have the meanings set forth in the various provisions of this Amendment. If a word or phrase is not specifically defined in this Amendment, it has the same meaning as in the Agreement.

B. Rules of Construction. Except as specifically provided in this Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Amendment, the text of this Amendment controls.

SECTION 3. EXTENSION OF TERM.

Pursuant to Section 2.D of the Agreement, the Village and Consultant hereby agree that the term of the Agreement is hereby extended for a renewal term to begin on January 1, 2023 and end on December 31, 2023 ("***Renewal Term***"), during which Renewal Term Consultant shall diligently and continuously prosecute the Services.

SECTION 4. AGREEMENT AMOUNT.

Consultant shall charge the Village for the Services consistent with the terms of the Agreement, provided, however, that the maximum fee charged by Consultant during the Renewal Term shall not exceed a total of \$200,000 for all Services.

SECTION 5. COUNTERPARTS.

To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the Execution Date first above written.

VILLAGE OF WINNETKA

By: _____
Its: _____

SAFEBUILT ILLINOIS, LLC

By: 
Its: Gary Amato, CAO Oct 28, 2022

ATTACHMENT 2

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 31st day of December, 2018, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant**"):** SAFEbuilt Illinois, LLC

Address: 3755 Precision Drive, Suite 140, Loveland, Colorado 80538

Telephone No.: 877-977-4111

Email: snero@safebuilt.com

Project Name/Description: Inspection and Plan Review Services

Agreement Amount: Maximum \$295,000 annually

B. Project Description. Consultant will perform (i) building, mechanical, plumbing, and electrical inspections, (ii) conduct commercial, multi-family, single-family, and MEP plan reviews, and (iii) perform code enforcement and property maintenance inspections, all as more fully described in the scope of work attached to this Agreement as **Exhibit A ("**Scope of Work**")** and the Service Level Agreement attached to this Agreement as **Exhibit B ("**Service Level Agreement**")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Scope of Work and the Service Level Agreement ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties

("Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until December 31, 2020 ("Time of Performance" or "Initial Term").

D. Renewal. This Agreement may be renewed for up to three additional one-year terms upon mutual written agreement of the Parties (individually, a "**Renewal Term**"). The Consultant shall notify the Village at least 90 days before the end of the then current Initial Term or Renewal Term if it does not want to renew this Agreement. At the end of the Initial Term or any applicable Renewal Term, the Village reserves the right to extend this agreement for a period of up to ninety (90) days for the purpose of entering into a new agreement.

E. Reporting. The Consultant shall prepare and submit a monthly report summarizing plan review and inspection activity generally in the applicable format attached as **Exhibit C** to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit monthly invoices generally in the applicable format attached as **Exhibit D-1** and **Exhibit D-2** to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Fee Schedule attached to this Agreement as **Exhibit E** ("**Fee Schedule**"). The Village shall only pay for services rendered. Payment shall be made in accordance with the Local Government Prompt Payment Act.

C. Escalation Clause. During the first three months of the first year of the Initial Term, the Village and the Consultant will work together to review the compliance and tools used to measure compliance as set forth in Exhibit B Service Level Agreement. After the first three months, the Village and the Consultant will review compliance with the Service Level Agreement at the intervals outlined in the Service Level Agreement. In any month where the Consultant fails to meet the service level for each position category the Village is entitled to a 5% credit of the subsequent month's invoice amount for that position. Should this occur, the Village shall have the right to conduct, a of that service level each month for that particular position until the position meets that service level standard for the applicable position. If the Consultant fails to meet the service level for a given position category in consecutive time periods, as identified in the "Review Frequency" column of Exhibit B, the Village shall be entitled to a 7.5% credit on the subsequent month's invoices for that position category each month until the service level agreement has been met, at which time the invoice credit shall be discontinued.

Beginning February 1, 2020 and annually thereafter, the hourly rates listed in Exhibit E shall be increased based upon the increase in the annual "Consumer Price Index-U, Chicago-Naperville, Elgin" from the previous year but not more than 3% annually. Rates shall not decrease for the term of this Agreement

D. Records; Audit; Access to Records.

1. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance of the Services under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public

Accountants Professional Standards. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of any cost submissions required under this subsection, (e.g. invoices, negotiation of contract amendments, the Change Orders) and a copy of the cost summary submitted to the Village. The Auditor General, the Village, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Consultant will provide facilities for such access and inspection.

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

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

4. Records under the subsections above shall be maintained and made available during performance of the Services under this Agreement and until three years from the date of final audit for the Services. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

5. Parties acknowledge that Consultant requires access to Records to perform its obligations under this Agreement. Accordingly, Village will either provide to Consultant, in a reasonable amount of time, data from the records that Consultant may reasonably request (in an agreed electronic format) or grant Consultant reasonable access to the Village's records and relevant portion of the Village's record management systems so that Consultant may download necessary data. Consultant may use the records, all solely in anonymized form, for purposes of (i) benchmarking of Village and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Service.

E. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.E.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

F. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services are requested or directed by the Village, except upon the approval of a written change order ("**Change Order**") by the Village.

1. Change Orders. In the event that a Change Order is required, the Consultant shall review the Scope of Work to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the Village prior to execution.

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

b. Detailed written Requests for Change Orders must be submitted to the Village on the form provided by the Village (Requests furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for Change Orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Village's Finance Director.

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

d. A written Change Order must be issued by the Village's Finance Director and/or approved by the Village Board of Trustees as necessary prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Consultant's sole risk and expense.

G. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

H. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel shall be identified by Consultant to the Village and shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

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

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

E. Waiver of Workers Compensation/Occupations Disease Expense Reimbursement. The Consultant agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Consultant agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

F. Solicitation/Hiring of Consultant's Employees. During the term of this Agreement and for one year thereafter ("***Specified Period***"), the Village shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who are assigned and provide services directly to the Village pursuant to this Agreement ("***Service Providers***"), or who interacted with the Village in connection with the provision of the Services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that the Village hires any such employee during the Specified Period, the Village shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "**Confidential Information**" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("**Time of Disclosure**"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Consultant's performance of the Services. The obligations of the Consultant under this Section 6.A shall not be limited by any applicable insurance required of the Consultant. Notwithstanding any other contrary provision contained herein, the Consultant's obligations under this Section 6.A shall survive the expiration or termination of this Agreement.

C. Insurance. The Consultant shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

1. **Commercial Liability Insurance.** Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury

arising out of or in connection with any Services under this Agreement, whether such operations or services are by the Consultant or a subconsultant. The minimum limits of liability for this insurance is as follows:

- a. \$1,000,000 combined single limit - each occurrence
- b. \$1,000,000 personal and advertising injury;
- c. \$2,000,000 combined single limit - general aggregate; and
- d. \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- e. Liability arising from premises and operations;
- f. Liability arising from the actions of independent contractors;
- g. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- h. Contractual liability including protection for the Consultant from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and
- i. On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

2. Business Auto Liability Insurance. At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

3. Workers' Compensation Insurance. Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

4. Umbrella Excess Liability or Excess Liability Insurance. Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a. \$5,000,000 combined single limit - each occurrence;
- b. \$5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and
- c. \$5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

d. Commercial general liability;

e. Business auto liability; and

f. Employers' liability, and shall follow form with the coverage provisions required for underlying insurance.

5. Professional Liability Insurance. Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Consultant or its subcontractors, arising from the rendering or failure to render the Consultant's professional services under this Agreement.

6. The Consultant shall not commence the Services under this Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Consultant allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Consultant. Approval of the Consultant's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to tsloth@winnetka.org and dschoon@winnetka.org.

7. The Consultant shall require all subconsultants to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Consultant in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Consultant shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

8. Providing any insurance required herein does not relieve the Consultant of any of the responsibilities or obligations assumed by the Consultant in the Agreement or for which the Consultant may be liable by law or otherwise.

9. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.

10. Failure of the Village to receive from Consultant certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Consultant's obligation to maintain required insurance.

11. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Consultant.

12. The Consultant shall advise the Village via email to tsloth@winnetka.org and dschoon@winnetka.org and by certified mail, return receipt requested, within two (2) business days after Consultant's receipt of any notice of cancellation, non-renewal, or other termination of, or any

substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.

13. The Consultant's and all subconsultant's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in its sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.

14. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Consultant, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Consultant or its subconsultant or imposed by Consultant's or its subconsultant's insurer(s) shall be the sole responsibility of Consultant or its subconsultants and are not chargeable to the Village as expenses.

15. If any required insurance purchased by the Consultant or its subconsultants has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Consultant or its subconsultant must either:

a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under this Agreement.

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

SECTION 7.

CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

B. Change in Status. The Consultant shall notify the Village immediately of any change in its status resulting from any of the following: (a) Consultant is acquired by another party; (b) change in greater than 5% ownership interest; (c) Consultant becomes insolvent; (d) Consultant, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Consultant ceases to conduct its operations in normal course of business. The Village shall have the option to terminate this Agreement immediately on written notice based on any such change in status.

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

D. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

E. Termination. The Village reserves the right to terminate this Agreement, or any part thereof, upon thirty days' written notice. In the event of such termination, the Consultant shall be entitled to receive payment from the Village for work completed to date notice of termination is sent.

F. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any 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; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* including any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. **Liability for Noncompliance.** The Consultant 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 the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

G. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant'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 Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination. In the event that this Agreement is terminated due to an Event of Default, the Village shall be entitled to purchase the Services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

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

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

I. Village Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Council. For purposes of this Section 7.I, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Council.

J. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

K. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

L. Ownership.

1. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, findings and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant, and all work product, documents, and data prepared by Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

2. Except as provided in this Agreement, Documents shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Village. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Village will be exported into a CSV file or another available reasonable format chosen by the Village. Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works to such software.

M. GIS Data. The Village has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. **Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. **Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

c. Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement 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 Agreement, 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 8.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: Village Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Peter M. Friedman

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

SAFEbuilt Illinois, LLC
3755 Precision Drive, Suite 140
Loveland, Colorado 80538
Attention: **Tom T. Klein, CRO**

With a copy to:

Gary Amato, Chief Compliance and Legal Officer
3755 Precision Drive, Suite 140
Loveland, CO 80538

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws; Jurisdiction; Venue. This Agreement 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. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois

J. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in

this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through E attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement this 31st day of December, 2018.

ATTEST:

By: 
Village Clerk

VILLAGE OF WINNETKA

By: 
Village President

ATTEST:

By: 
Title: Contract Manager

SAFE BUILT ILLINOIS, LLC

By: 
Its: Thomas P. Wilkas, CFO

EXHIBIT A – SCOPE OF WORK

The Village of Winnetka (the “**Village**”) shall be responsible for permit and plan intake, the issuance of all permits, and the coordination of all permit services, including the scheduling of all inspections. The Village shall also be responsible for all plan review and inspections related to the application of and compliance with the Village’s Zoning Ordinance, Sanitation Code, and Fire and Life Safety Codes. SAFEbuilt Illinois, LLC (the “**Consultant**”) shall be responsible for providing the following services through maintaining a physical presence in the Winnetka Village Halle to serve as the Village’s plan review and inspections services function under the lead of the Community Development Department Director and Assistant Director.

Building, Mechanical, and Electrical Inspections

The Consultant will provide the following inspection professional services to be billed at an hourly rate in accordance with quantities of inspections performed. These services will consist of the following:

1. Respond to general customer inquiries regarding building, mechanical, and electrical inspections and related requirements;
2. Participate in pre-occupancy inspections with commercial tenants and their design professionals;
3. Perform building, accessibility, and electrical system inspections on new and existing commercial and residential construction projects;
4. Perform pre-construction site development inspections including a construction fence, tree protection, and signage;
5. Perform electrical and mechanical (including HVAC) inspections in compliance to the approved plans, applicable codes, state of Illinois standards, and local amendments; and
6. Any other inspection necessary to confirm compliance with adopted Village building codes or other codes as necessary for a Certificate of Occupancy, Special Event Inspections, and Temporary Occupancy Inspections.

Inspection Services Standards: The Consultant shall meet the following minimum standards for all inspection services:

7. All employees utilized by the Consultant must possess certification with the International Code Council or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village;
8. Consultant shall make their best effort to provide additional inspection services during weeks with fewer than five (5) business days;
9. All inspectors are required to perform on average at least two (2) inspections per hour, per inspector, allowing for fluctuations relating to core and peak inspection loads as outlined in the attached Exhibit C.

Plumbing Inspections

The Consultant will provide the following plumbing inspection professional services to be billed at an hourly rate in accordance with quantities of inspections performed. These services will consist of the following:

1. Respond to general customer inquiries regarding plumbing inspections and related requirements;
2. Inspects new installations and alterations of plumbing and drainage systems in public and private buildings;
3. Checks piping size, connections, trap seals, cleanouts, and the use of approved materials, devices, fixtures, and equipment;
4. Issues written notices of code violations;
5. Inspects approved plans, specifications, and permits issued for proposed work projects; and

6. Provides consulting plan review services to other staff, as needed;

Inspection Services Standards: The Consultant shall meet the following minimum standards for all inspection services:

7. All employees utilized by the Consultant must possess certification with the International Code Council and/or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village, including a State of Illinois Plumbing License;
8. Consultant shall make their best effort to provide additional inspectional services during weeks with fewer than five (5) business days;
9. All inspectors are required to perform on average at least two (2) inspections per hour, per inspector, allowing for fluctuations relating to core and peak inspection loads as outlined in the attached Exhibit C.

Commercial, Multi-Family, Single-Family, & MEP Plan Review

The Consultant will provide the following plan review professional services to be billed on a per review basis. The full plan review scope will consist of the following:

1. Respond to general customer inquiries regarding commercial, multi-family, single-family, & MEP plan reviews and related requirements;
2. Review plans for compliance with all building, safety, electrical, plumbing, mechanical and energy codes and code amendments, Illinois Accessibility Code and ADA requirements to plans;
3. With the assistance of planning staff, compare building permit submittals to approved Exhibits from Planning approval ordinances;
4. Re-review plans as needed;
5. Communicate with applicants, designers, architects, and building contractors as needed to assure timely issuance of all permits; and
6. Ability to calculate permit fees.

Plan Review Services Standards: The Consultant shall meet the following minimum standards for all Plan Review services:

7. All employees utilized by the Consultant must possess certification with the International Code Council or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village.
8. General familiarity with the Village of Winnetka zoning ordinance requirements.
9. Familiarity with local amendments to model building codes and local building codes.

Code Enforcement/Property Maintenance (as needed)

The Consultant will provide the following code enforcement inspection professional services to be billed at an hourly rate in accordance with quantities of inspections performed. These services will consist of the following:

1. Respond to general customer inquiries regarding code enforcement and related requirements;
2. Perform inspections to ensure compliance with the Village's property maintenance, zoning, and other miscellaneous codes, and local amendments; and
3. Consultations with the Director and Assistant Director and other staff regarding interpretations to the code.

Code Enforcement/Property Maintenance Standards: The Consultant shall meet the following minimum standards for all code enforcement/property maintenance services:

1. All employees utilized by the Consultant must possess certification with the International Code Council or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village.
2. Familiarity with local amendments to model property maintenance codes as well as local nuisance code regulations.

General Performance Expectations

The Consultant and its employees and subcontractors shall perform the above services based upon the following general performance expectations:

- a. The Consultant shall return voice messages and emails within 24 hours of receipt.
- b. The Consultant shall be responsible for providing transportation, insurance and required transportation costs.
- c. The Consultant's employees and subcontractors shall dress appropriately and display Village approved photo id badges while working on behalf of the Village including protective boots, clothing, eyewear, gloves, and other safety equipment, as required.
- d. The Consultant shall provide tools necessary to complete plan reviews and inspections (e.g. scales, rulers, calculators, code books, cell phones, plan meters, possible vehicles, etc.).
- e. The Consultant shall provide all work and services in accordance with federal, state, county and local requirements.
- f. The Consultant must work well with the public, including communicating effectively with diverse and sometimes demanding people at the counter and on the telephone.
- g. The Consultant shall handle incoming calls providing information, answering routine inquiries and providing general information, refer callers to appropriate department or agency, and take messages when necessary.
- h. The Consultant shall analyze data to determine answers to questions from customers or members of the public.
- i. The Consultants shall be proficient in Microsoft Office suite and permitting software.
- j. Prior to initial new work, the Consultant shall familiarize itself with prior inspection and plan review actions from documentation associated with the site in the file, in New World (the Village's permit software), and other identified sources identified by the Village such as GIS.
- k. All work shall comply with the procedures outlined by Village policy
- l. The Consultant shall coordinate with Village staff when finding any life safety or property maintenance violations in the field.
- m. The Consultant shall provide time each day for it to hold meetings with Village staff, builders, building contractors, homeowners, etc., to coordinate with staff, and other stakeholders, and to carry out its administrative functions.
- n. The Consultant shall not bill for travel time to and from its offices.

The Village agrees to provide the Consultant's employees access to a computer, office supplies, desk phone, and work station when they are on the Village's work site.

Exhibit B – Service Level Agreement

Position	Task	Service Level	Compliance	Monitoring Tool	Review Frequency
Building, Mechanical and Electrical Inspector & Plumbing Inspector	Perform all scheduled inspections on the day they are scheduled	Inspectors complete AM inspections and PM inspections within the defined timeframes on the day they are scheduled	99% of scheduled inspections will be performed within the specified timeframe	Daily confirmation	Monthly
Building, Mechanical and Electrical Inspector & Plumbing Inspector	Accurate data entry of all dates, attachments & field inspection results.	All required fields shall be completed with full and accurate information and plan review tasks shall be completed in accordance with procedural requirements	95% of inspections completed in accordance with procedural requirements	Audit of 20 random inspections	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Initial Review of major permits including but not limited to new SFR, SFR additions and remodels, new MFR, MFR additions and remodels, new commercial, commercial additions and remodel permits.	Reviews will be completed in 10 business days	85% of plan reviews completed in 10 business days	Audit of 10 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Re-review of major permits including but not limited to new SFR, SFR additions and remodels, new MFR, MFR additions and remodels, new commercial, commercial additions and remodel permits.	Reviews will be completed in 5 business days	85% of plan reviews completed in 5 business day	Audit of 6 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Initial Review of minor permits including but not limited to mechanical, plumbing, electrical, detached garages, deck, shed, and other accessory structure permits.	Reviews will be completed in 5 business days	85% of plan reviews completed in 5 business day	Audit of 10 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Re-review of minor permits including but not limited to mechanical, plumbing, electrical, detached garages, driveway, patio, deck, shed, and other accessory structure permits.	Reviews will be completed in 3 business days	85% of plan reviews completed in 3 business day	Audit of 3 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Accurate data entry of all dates, attachments and comment fields shall be completed accurately.	All required fields shall be completed with full and accurate information and plan review tasks shall be completed in accordance with procedural requirements	95% of plan reviews completed in accordance with procedural requirements	Audit of 10 random permits	Bi-monthly

Exhibit C – Monthly Staff Report Sample

Inspection Services by Staff Member Monthly Report

	Inspector Smith	Inspector Jones	Other	Total
# of Administrative Services Activities				
Administrative Services Hours				
# of Inspections Conducted				
Inspection Hours				
# of Code Enforcement Activities				
Code Enforcement Hours				
# of On-Site Meetings				
On-Site Meeting Hours				
Total # of Activities				
Total Hours				
Total # of Days Staff Present				

Plan Reviews by Staff Member Monthly Report

	Reviewer Smith	Reviewer Jones	Other	Total
# of Administrative Services Activities				
Administrative Services Hours				
# of Plan Reviews Conducted				
Inspection Hours				
# of On-Site Meetings				
On-Site Meeting Hours				
Total # of Activities				
Total Hours				
Total # of Days Staff Present				

Exhibit D1 – Plan Review Billing Sample

Company Name

Street Address

City, ST ZIP Code

Phone:

Fax

INVOICE

Invoice #

Invoice Date:

Date	Property Address	Type of Plan Review	Plan Reviewer	Hours	Billable Rate	Billable Amount
5/1/18	510 Oak	Kitchen Remodel	Smith	0.5	\$72.50	\$36.25
5/2/18	119 Sheridan	SFR Remodel	Jones	1.0	\$72.50	\$72.50
5/3/18	1081 Gage	Commercial Remodel	Smith	1.0	\$72.50	\$72.50

Exhibit D2 – Inspection Services Billing Sample

Company Name

INVOICE

Street Address

City, ST ZIP Code

Phone:

Fax

Invoice #

Invoice Date:

Date	Property Address	Type of Inspection	Inspector	Hours	Billable Rate	Billable Amount
5/1/18	510 Oak	Rough plumbing	Smith	0.5	\$72.50	\$36.25
5/2/18	119 Sheridan	Final building	Jones	1.0	\$72.50	\$72.50
5/3/18	1081 Gage	Final plumbing	Smith	0.5	\$72.50	\$36.25
5/3/18	1081 Gage	Final mechanical	Smith	0.5	\$72.50	\$36.25

EXHIBIT E – FEE SCHEDULE

Type of Service	SAFEbuilt Hourly Rate (One-sixth (1/6) hour minimum unless noted)
Building Inspection Services	\$73.00
Electrical Inspection Services	\$73.00
Plumbing Inspection Services	\$73.00
Building Plan Review Services	\$74.00
Electric Plan Review Services	\$74.00
Plumbing Plan Review Services	\$74.00
Emergency Inspection Services (2-hour minimum)	\$100.00
Structural Engineering Plan Review Services	\$110.00
Code Enforcement (on an as needed basis)	\$55.00

RESOLUTION NO. R-71-2020

**A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT
WITH SAFEUILT ILLINOIS, INC. FOR INSPECTIONAL & PLAN SERVICES**

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

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

WHEREAS, on December 31, 2018, the Village entered into a Professional Services Agreement ("**Agreement**") with SAFEuilt, LLC ("**Consultant**") for Consultant to provide the Village inspection and plan review services ("**Services**"); and

WHEREAS, the Village reserved itself the right in the Agreement to extend the term of the Agreement for three additional one-year periods ("**Extension Terms**"); and

WHEREAS, the Village now desires to amend the agreement to exercise its option to extend the term of the Agreement for an additional year and reduce the maximum charge to the Village during the renewal term ("**Amendment**"); and

WHEREAS, the Council of the Village of Winnetka ("**Village Council**") has determined that entering into the Amendment is in the best interest of the Village;

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 AMENDMENT. The Village Council hereby approves, pursuant to the Village's home rule power, the Amendment in substantially the form attached to this Resolution as ***Exhibit A***, and in a final form to be approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE THE AMENDMENT. The Village Council hereby authorizes and directs, pursuant to the Village's home rule power, the Village President and the Village Clerk to execute and seal, on behalf of the Village, the Amendment.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 17th day of November, 2020, pursuant to the following roll call vote:

November 17, 2020

R-71-2020

AYES: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier and Swierk

NAYS: None

ABSENT: President Rintz

Signed:



Village President

Countersigned:



Village Clerk

EXHIBIT A
AMENDMENT

November 17, 2020

R-71-2020

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("*Amendment*"), dated as of this 17th day of November, 2020 ("*Effective Date*"), is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("*Village*"), and **SAFEBUILT ILLINOIS, LLC**, an Illinois limited liability company ("*Consultant*").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

A. The Village and Consultant entered into that certain December 31, 2018 Professional Services Agreement ("*Agreement*") for Consultant to provide the Village inspection and plan review services ("*Services*"), which Services are more fully described in the Agreement.

B. The Initial Term of the Agreement ends on December 31, 2020.

C. Pursuant to Section 2. D of the Agreement, the Village and Consultant may renew and extend the Agreement for up to three additional one-year terms upon the mutual agreement of the Parties.

D. Consultant has provided the Village satisfactory Services during the Initial Term.

E. Consultant and the Village desire to renew the Agreement for an additional year and amend the agreement amount.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

1. Definitions. All capitalized words and phrases used throughout this Amendment have the meanings set forth in the various provisions of this Amendment. If a word or phrase is not specifically defined in this Amendment, it has the same meaning as in the Agreement.

2. Rules of Construction. Except as specifically provided in this Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Amendment, the text of this Amendment controls.

SECTION 3. EXTENSION OF TERM.

Pursuant to Section 2.D of the Agreement, the Village and Consultant hereby agree that the term of the Agreement is hereby extended for a renewal term to begin on January 1, 2021 and

November 17, 2020

R-71-2020

end on December 31, 2021 ("***Renewal Term***"), during which Renewal Term Consultant shall diligently and continuously prosecute the Services.

SECTION 4. AGREEMENT AMOUNT.

Consultant shall charge the Village for the Services consistent with the terms of the Agreement, provided, however, that the maximum fee charged by Consultant during the Renewal Term shall not exceed a total of \$250,000 for all Services.

SECTION 5. COUNTERPARTS.

To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the Execution Date first above written.

VILLAGE OF WINNETKA

By: 

Its: President

SAFE BUILT ILLINOIS, LLC

By: 

Its: Thomas P. Wilkas, Chief Financial Officer

RESOLUTION NO. R-87-2021

**A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT
WITH SAFEUILT ILLINOIS, INC. FOR INSPECTION & PLAN SERVICES**

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

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

WHEREAS, on December 31, 2018, the Village entered into a Professional Services Agreement ("**Agreement**") with SAFEuilt, LLC ("**Consultant**") for Consultant to provide the Village inspection and plan review services ("**Services**"); and

WHEREAS, the Village reserved itself the right in the Agreement to extend the term of the Agreement for three additional one-year periods ("**Extension Terms**"); and

WHEREAS, the Village and Consultant entered into a First Amendment to the Agreement dated November 17, 2020, ("**First Amendment**"), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the first Extension Term and to set forth the prices for the Services during the first Extension Term.

WHEREAS, the Village now desires to amend the agreement to exercise its option to extend the term of the Agreement for an additional year and set the maximum charge to the Village during the renewal term ("**Second Amendment**"); and

WHEREAS, the Council of the Village of Winnetka ("**Village Council**") has determined that entering into the Amendment is in the best interest of the Village;

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 AMENDMENT. The Village Council hereby approves, pursuant to the Village's home rule power, the Second Amendment in substantially the form attached to this Resolution as *Exhibit A*, and in a final form to be approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE THE AMENDMENT. The Village Council hereby authorizes and directs, pursuant to the Village's home rule power, the Village President and the Village Clerk to execute and seal, on behalf of the Village, the Amendment.

[SIGNATURE PAGE FOLLOWS]

November 2, 2021

R-87-2021

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 2nd day of November, 2021, pursuant to the following roll call vote:

AYES: Trustees Apatoff, Dalman, Dearborn, Cripe, Mancini and Swierk

NAYS: _____

ABSENT: _____

Signed



Village President

Countersigned



Village Clerk

November 2, 2021

R-87-2021

EXHIBIT A
AMENDMENT

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment"), dated as of this 3rd day of November 2021, ("**Effective Date**"), is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **SAFEUILT ILLINOIS, LLC**, an Illinois limited liability company ("**Consultant**").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

A. The Village and Consultant entered into that certain December 31, 2018, Professional Services Agreement ("**Agreement**") for Consultant to provide the Village inspection and plan review services ("**Services**"), which Services are more fully described in the Agreement.

B. The Initial Term of the Agreement ended on December 31, 2020.

C. Pursuant to Section 2. D of the Agreement, the Village and Consultant may renew and extend the Agreement for up to three additional one-year terms upon the mutual agreement of the Parties.

D. The Village and Consultant entered into a First Amendment to the Agreement dated November 17, 2020, ("**First Amendment**"), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the first Extension Term and to set forth the prices for the Services during the first Extension Term

E. Consultant has provided the Village satisfactory Services during the Initial Term.

F. Consultant and the Village desire to renew the Agreement for an additional year and amend the agreement amount.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. **Definitions.** All capitalized words and phrases used throughout this Amendment have the meanings set forth in the various provisions of this Amendment. If a word or phrase is not specifically defined in this Amendment, it has the same meaning as in the Agreement.

B. **Rules of Construction.** Except as specifically provided in this Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Amendment, the text of this Amendment controls.

SECTION 3. EXTENSION OF TERM.

Pursuant to Section 2.D of the Agreement, the Village and Consultant hereby agree that the term of the Agreement is hereby extended for a renewal term to begin on January 1, 2022 and end on December 31, 2022 ("*Renewal Term*"), during which Renewal Term Consultant shall diligently and continuously prosecute the Services.

SECTION 4. AGREEMENT AMOUNT.

Consultant shall charge the Village for the Services consistent with the terms of the Agreement, provided, however, that the maximum fee charged by Consultant during the Renewal Term shall not exceed a total of \$250,000 for all Services.

SECTION 5. COUNTERPARTS.

To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the Execution Date first above written.

VILLAGE OF WINNETKA

By: 
Its: Christopher Rintz, Village President

SAFEBUILT ILLINOIS, LLC

By: 
Its: Avner Alkhas, CFO



Agenda Item Executive Summary

TITLE: Resolution No. R-115-2022: Village Budget Resolution (Public Hearing & Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 15, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget meeting on October 28 to review the proposed fiscal year 2022 budget. The proposed FY2022 budget is available on our website at <https://www.villageofwinnetka.org/> and is on file at Village Hall and the Library. The Resolution adopting the budget is distributed one meeting prior to adoption so the public has an opportunity to review the materials.

EXECUTIVE SUMMARY:

A Public Hearing on the budget was advertised in the November 3, 2022 edition of the Winnetka Talk for November 15, 2022 at 7:00 p.m. The budget will result in an approximately 4.0% increase in costs for municipal services for a typical homeowner consisting of a:

No increase in property taxes (12.94% Village portion of tax bills received in 2021)

11.0% increase in water charges (\$106 annual cost increase on a \$967 annual bill)

8.0% increase in residential electric charges (\$212 annual cost increase on a \$2,661 annual bill)

2.5% increase in residential refuse service (\$11 annual cost increase on a \$432 annual bill) The Village will consider adoption of this Resolution at the December 6, 2022 Council Meeting.

RECOMMENDATION:

- 1) Conduct a public hearing on the 2023 Village of Winnetka Budget.
- 2) Consider introduction of Resolution No. R-115-2022

ATTACHMENTS:

1. Budget Follow Up Memo 2023 Budget Year
2. RESOLUTION NO. R-115-2022: FY 2023 Budget

VILLAGE OF WINNETKA

MEMORANDUM

TO: VILLAGE COUNCIL
FROM: TIM SLOTH, FINANCE DIRECTOR
DATE: NOVEMBER 15, 2022
SUBJECT: VILLAGE COUNCIL BUDGET REVIEW – FOLLOW UP
CC: ROB BAHAN, VILLAGE MANAGER

Staff has concluded its presentation of the 2023 Proposed Annual Budget and 5-year Capital Improvement Plan to the Village Council. During the budget review meeting, Council provided commentary and raised questions regarding the budget, most of which were answered during the Council meeting. Some of the items raised during the budget review meeting required an additional response from Staff. This memo details the broader questions raised and provides a response.

Item 1: During discussion of the budget several budget adjustments were suggested and agreed upon. See detail below:

- The initial proposed property tax levy of \$15,898,899 included estimated new growth of 1.5% and an inflation factor of 2.85%. The amount levied for new growth was \$228,542 and the amount levied to capture inflation was \$434,230. At the direction of Council staff eliminated the inflationary component of the levy and is only seeking to capture new growth in the proposed tax levy.

After we held the all-day budget review meeting Cook County released the actual new growth data (normally released in July). The total new growth rate provided by the county is .48% so the increase in the levy due to new growth has been reduced from \$228,542 to \$73,133. With the General Fund expense reductions made during the budget meeting, no further adjustments are needed. The final proposed tax levy totals \$15,309,260.

Net Budget Revenue Reduction = -\$589,639 (General Fund)

- The Advance Metering Infrastructure (AMI) project totaling \$1,496,000 across multiple funds in 2023 was postponed for a study session during 2023 and potentially begin implementation during 2024. The CIP decrease was offset by an inclusion of \$30,000 in consulting services to finalize the AMI study and \$32,750 for additional interim meter purchases for replacements of broken / malfunctioning meters that need to occur while the program is being evaluated. The reduction in the General Fund was \$514,000, Water Fund \$605,000, Electric Fund \$335,000, and the Information Technology Fund \$42,000.

Net Budget Expense Reduction = -\$1,433,250 (General, Water, Electric & IT Funds)

- The streetscape planter replacement proposed for 2023 were removed from the budget this year. This item was initially added based on feedback from the Winnetka Garden Guild. It was determined to defer any purchases until after further planning and discussion with the next phase of streetscape for Hubbard Woods.

Net Budget Expense Reduction = -\$140,000 (General Fund Transfer)

- The Post Office Plaza concept development and engineering budget was reduced from \$195,000 to \$50,000. It was determined that more work was to be performed including forming a citizen advisory committee, resident engagement, and finalizing a preliminary design during a future study session before budgeting for additional design funding.

Net Budget Expense Reduction = -\$145,000 (General Fund Transfer)

- The amount budgeted for Stormwater contingency in 2023 was reduced from \$2,000,000 to \$1,000,000, and the \$1,000,000 was reallocated to 2024. The Stormwater capital project still includes a total of \$6,829,808 in contingency to support the program

Net Budget Reallocation = -\$1,000,000 (Stormwater Fund)

In total, over \$3.3 million has been removed, reallocated, or deferred from the proposed 2023 budget after the all-day Council review meeting. This is in addition to the \$1.1 million in staff identified cuts prior to presenting to Council for a total reduction of \$4,431,244. A breakdown of the total \$4.4 million in reductions by fund is presented below:

General Fund	
Staff Previously Identified Reductions	(1,123,355)
Property Tax Levy Reduction	(589,639)
Advanced Metering Deferral	(514,000)
Reduce Transfer to Downtown Revitalization	(285,000)
General Fund Total Reductions	(2,511,994)
Electric Fund	
Advanced Metering Deferral	(335,000)
Additional Consulting - AMI	15,000
Purchase of Replacement Meters	32,750
Electric Fund Total Reductions	(287,250)
Water Fund	
Advanced Metering Deferral	(605,000)
Additional Consulting - AMI	15,000
Water Fund Total Reductions	(590,000)
Information Technology Fund	
Advanced Metering Deferral	(42,000)
Information Technology Total Reductions	(42,000)
Downtown Revitalization	
Reduce Transfer from General Fund	285,000
Eliminate Streetscape Planters Replacement	(140,000)
Reduce Post Office Concept Development	(145,000)
Downtown Revitalization Total	-
Stormwater Fund	
Reallocate Contingency to 2024	(1,000,000)
Stormwater Fund Total Reductions	(1,000,000)
Total Budget Reductions	\$ (4,431,244)

Item 2: There was discussion regarding providing more detail on the internal service charges for the Fleet and IT funds.

- The total proposed fleet service charge increased from \$953,904 to \$1,078,075 for FY 2023. This charge is recorded as revenue in the Fleet Services fund and as an expense within the individual operating departments that rely upon internal services from the Public Works Fleet Division. The increase in this service charge is primarily driven by an inflationary increase in anticipated costs for such items as replacement parts and fuel. These items are particularly sensitive in the current inflationary environment. The fleet service charge is applied as follows:

Community Development	8,889
Electric	128,926
Engineering	12,382
Finance	9,127
Fire	59,255
Police	164,355
Public Works	279,309
Refuse	245,118
Sanitary	85,590
Stormwater	16,109
Water	69,015
Total Fleet Charges \$	1,078,075

- The total proposed Information Technology service charge increased from \$371,117 to \$603,288 for FY 2023. This charge is recorded as a revenue in the Information Technology fund and as an expense within all the individual operating departments. This is the first increase in this charge since 2018 and reflects the increased costs of maintaining a modern IT department that is now heavily focused on cyber security. The Information Technology service charge is applied as follows:

Community Development	49,280
Electric	89,350
Engineering	20,000
Finance	144,722
Fire	47,083
Police	139,862
Public Works	43,153
Refuse	15,000
Sanitary	19,828
Village Manager's Office	9,250
Water	25,760
Total IT Charges \$	603,288

Other follow-up items

Staff is maintaining a list of other priorities and/or future items to discuss at the Council level in 2023. This list includes:

- Advance Metering Infrastructure – Staff committed to presenting this item at a future Council study session in 2023 in advance of the 2024 budget.
- Review of Village Building Permit Fees – The base building permit fee for new construction (new homes) and additions is based upon the square footage of the project, while the base building permit fee for remodeling/renovation projects is based upon the estimated total project cost. Last year, during the preparation of the FY 2022 budget, Council members expressed concerns that the difference in fee structures may make the fees for remodeling/renovation projects more expensive than for new construction. The Community Development staff is in the process of

collecting information to assist the Council with discussing potential changes to the building permit fee schedule. This year we have been gathering building permit data, which we did not previously have, that will assist us with determining how potential fee structure changes (e.g., converting all fees to a square footage basis) would impact permit fee revenues to ensure that any changes would not result in a material loss of overall building permit revenue. We anticipate that we will have enough data by spring so the Council can have a fully informed policy discussion regarding building permit fees.

- There was also some discussion on the safe storage of firearms and the role of the Village's social worker within the police department. This is set to be further reviewed and discussed at a future Village Council Study Session Meeting.

Staff reviewed the forestry budget and will be able to provide 10 brush pickups for the Green Bay Trail in 2023. The total forestry budget remains unchanged, but we have adjusted some of the line-item detail in GL account 100.35.26-545 to reflect this spending priority. We will also be working with the Park District and requesting they cover some of these costs for the voluntary clean up work. The Lakota Group is currently in the process of developing preliminary concepts as part of an overall Green Bay Trail Master Plan. The concept plans will be presented at a future study session to determine the long-term future of the trail in Winnetka.

- The Council suggested the stock photo on page 305 of the budget document be changed from a plastic bag filled with leaves to an image in line with actual Village refuse practices. The final budget document will include an updated image.
- During the Fire Department presentation, the Council inquired about the effectiveness of the intergovernmental rescue boat operations. An update will be provided next fall, after another year of data is gathered next summer.

- During the discussion on Information Technology, Trustee Apatoff volunteered providing a contact for additional cyber security resources. Finance will explore any additional resources in formulating future cyber security work plans.
- Based on the identified budget cuts in the Downtown Revitalization Fund mentioned previously the additional transfer amount from the General Fund to the Downtown Revitalization Fund was able to be reduced from \$550,000 to \$265,000.
- The Council suggested that staff should consider funding a full-time grant-writer position in the 2024 Annual Budget. Staff will explore this in 2023.

RESOLUTION NO. R-115-2022

**A RESOLUTION ADOPTING THE ANNUAL BUDGET
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023
AND ENDING DECEMBER 31, 2023**

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

WHEREAS, on October 28, 2022, the Village Council placed the proposed, tentative annual budget for the fiscal year beginning January 1, 2023, and ending December 31, 2023, on file at the office of the Village Manager, at the Winnetka Public Library, and on the Village of Winnetka web site (www.villageofwinnetka.org), and has made the proposed, tentative annual budget available for public inspection since that date; and

WHEREAS, on November 15, 2022, pursuant to notice published on Thursday, November 3, 2022 in the Winnetka Talk, a newspaper published and in general circulation in the Village of Winnetka, the Village Council held a public hearing on the proposed tentative annual budget; and

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

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

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

SECTION 1: The Annual Budget for the Village of Winnetka, which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein, is hereby adopted as the Annual Budget for the Village of Winnetka for the Fiscal Year beginning January 1, 2023 and ending December 31, 2023.

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

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

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

ADOPTED this 15 day of November, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 15, 2022

Adopted: _____

November 15, 2022

R-115-2022

NOTE:

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

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

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

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



Agenda Item Executive Summary

TITLE: Resolution No. R-116-2022: General Fees (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 15, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on October 28, 2022 to review the proposed fiscal year 2022 budget. The Village Council sets general and building permit fees annually by resolution during the budget approval process.

EXECUTIVE SUMMARY:

There were no changes in fees that impact existing services provided to Village residents or incorporated businesses.

The Village Code requires that this Resolution be introduced at a meeting and adopted at a subsequent meeting.

The Village will consider adoption of this resolution at the December 6, 2022 Council Meeting.

RECOMMENDATION:

1) Consider introduction of Resolution No. R-116-2022

ATTACHMENTS:

1. Resolution No. R-116-2022: Amending General, Building, and Miscellaneous Service Fees

RESOLUTION NO. R-116-2022

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

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

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

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

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

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

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

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

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

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

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Animals (cont'd)</i>		6.08.010
Replacement License	\$2.00	
Taking up or Impounding Dog	\$55.00	
<i>Bicycle Registration</i>	No Fee	10.32.060
<i>Charitable and Political Solicitation</i>	None	5.48.010
<i>Circuses and Carnivals (Daily)</i>	\$100.00	5.52.040
<i>Film Production Application Fees</i>		
Basic Application Processing Fee	\$1,000.00	5.20.070
Additional Application Processing Fee (Per Hour)	\$250.00	5.20.070
<i>Food Dealers</i>		
Restaurant Permit: (Annual, based on seating capacity)		5.24.010
1-20	\$35.00	
21-50	\$45.00	
51-100	\$50.00	
More than 100	\$75.00	
Fast Food/Drive-In	\$75.00	
Food Store Permit (Annual, per cash register)	\$25.00	5.24.010
Temporary Food Dealer (Daily)	\$15.00	5.24.010
Vending Machine Operator Permit (Annual, per machine)	\$15.00	5.24.010
<i>Foresters, Tree Surgeons</i>		5.72.010
Annual License	\$15.00	
<i>Garbage and Refuse Scavenger</i>		8.16.040
Annual License	\$500.00	
<i>Junk Dealers (Annual)</i>		5.32.010
License, Base Fee	\$50.00	
Vehicle Fee (per vehicle)	\$25.00	
<i>Laundries</i>		5.36.010
Annual Fee	\$15.00	
<i>Liquor Licenses</i>		5.09.100
Class A Restaurant (Annual)	\$750.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
Class A-1 Restaurant w/ Limited Bar (Annual)	\$1,000.00	
Class A-2 Restaurant (Annual; Beer & Wine)	\$500.00	
Class A-3 Restaurant w/ Limited Bar (Annual; Beer & Wine)	\$750.00	
Class A-4 Specialty Restaurant (Annual; Wine)	\$500.00	
Class A-5 Specialty Restaurant (Annual; Wine)	\$500.00	
Class B - Grocery Store (Annual)	\$750.00	
Class C - Special Event (Daily)	\$25.00	
Maximum per event more than 2 days	\$75.00	
Class D – Package delivery service/mail (Annual; Retail)	\$150.00	
Class D-1 – Package delivery service/mail (Annual; Wholesale)	\$500.00	
Class E - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-1 - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-2 – Specialty Beverage Store (Annual; Wine and Beer)	\$500.00	
Class F Coffee Shop (Annual; Wine and Beer)	\$500.00	
Class P - Park District (Annual)	\$500.00	
Class X – Special Use (Daily)	\$25, Max \$75	
Class Y – Banquet Facilities	\$1,000.00	
Class W Wine Station Ride (eligible for A; A-1; A-2; A-3)	None	
<i>Parades and Processions</i>	None	10.08.060
<i>Pawnbrokers</i>		5.44.010
Annual Fee, per location	\$100.00	
<i>Public Garage and Service Station</i>		5.60.010
Base fee, annual	\$50.00	
For each fuel pump	\$5.00	
<i>Raffle, per event</i>	\$25.00	9.04.040
<i>Second Hand Dealers</i>		5.64.010
Annual Fee, per location	\$25.00	
<i>Special Event</i>		5.66.050
Application Fee	\$35.00	
User Fee	Actual Cost	See Section 7
<i>Taxicab Operator's License</i>	\$2.00	5.68.050

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Vehicle (Motor) Licenses</i>		10.12.030
Annual Fee	\$40.00	
Late Fee	\$20.00	
Semi-Annual Fee (if purchased after 6/30)	\$20.00	
Transfer Fee	\$1.00	

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

SCHEDULE OF PARKING PERMIT FEES

Semi-Annual Parking Permits (Commuter Parking Permits)

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

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

Annual Parking Permits (Not refundable)

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

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

Remote Lot Parking Permits (Public Works Yards)

Semi-annual charge per vehicle	\$120.00
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Note: The Village Manager may issue permits to allow parking on a limited basis at the Village's landfill site, 1390 Willow Road, by businesses located in the Village of Winnetka, including but not limited to the United States Postal Service, for parking of their fleet vehicles, and by businesses located in the Village of Winnetka that are engaged in the retail sale of automobiles, for parking of their sales inventory. The Village Manager shall determine the number and location of such spaces that may be made available on the site may vary from time to time. Such space shall be limited to areas of the site that the Village Manager determines will not interfere with the Village's

use of the site. Requests for such parking shall be made directly to the Village Manager. Remote parking spaces shall not be available for the general public.

Valet Parking Permit Application

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

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

IMPOUNDMENT AND TOWING FEES

<u>Type of Fee</u>	<u>Fee Amount</u>	<u>Conditions for Payment or Refund</u>
<i>Impoundment</i>	\$200.00	Payment is required prior to release of vehicle. Payment will be refunded if the hearing officer determines that the impoundment was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Towing and/or Storage - Private Contractor</i>	Actual cost as billed by the towing or impounding facility	Payment is required prior to release of towed, removed, relocated and/or stored vehicle. Payment will be refunded if the hearing officer determines that the towing, removal, relocation and/or storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Storage on Village Property</i>	\$10.00 per day, per vehicle	Payment is required prior to release of stored vehicle. Payment will be refunded if the hearing officer determines that the storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Collateral</i>	100% of the amount of all outstanding fines due, as stated in the final notice.	Payment is required prior to release of impounded, towed, removed, relocated and/or stored vehicle. Payment is also required before a request for a judicial proceeding made pursuant to a “final notice” is processed. Payment will be refunded if, as the result of the dismissal of outstanding or unsettled traffic violation notices, judgments and/or warrants by a court of competent jurisdiction, the impounded or removed vehicle is subject to fewer than five unsatisfied fines for violation of any parking ordinance of the Village.

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

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Ambulance Services - Residents</i>		2.52.040
Advanced Life Support – Level 1	\$725.00	
Advanced Life Support – Level 2	\$775.00	
Basic Life Support	\$575.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Ambulance Services – Non-Residents</i>		
Advanced Life Support – Level 1	\$900.00	
Advanced Life Support – Level 2	\$950.00	
Basic Life Support	\$700.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Audit (Print copy)</i>	\$35.00	
<i>Annual Budget (Print copy)</i>	\$35.00	
<i>Certified copies (per certification)</i>	\$1.00	
<i>Comprehensive Plan</i>		
With Maps	\$35.00	
Without Maps	\$8.50	
<i>Copying, Scanning and Printing Charges</i>		
In-house copying		
Black & White, 8½” x 11” (per side)	\$0.15	
Black & White, 8½” x 14” (per side)	\$0.15	
Black & White, 11” x 17” (per side)	\$0.50	
Color, 8½” x 11” (per side)	\$0.50	
Color, 8½” x 14” (per side)	\$1.00	
Color, 11” x 17” (per side)	\$1.00	
Out-sourced copying	Actual Cost	
Oversize documents (plats, etc.)	Actual Cost	
CD-ROM (per disk)	\$5.00	
DVD recordings of meetings (per DVD)	\$20.00	
<i>Credit Card Fee</i>		
For credit card payments over \$10,000	2%	

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Fire Alarm Monitoring Services</i> (direct connections to Village's fire alarm monitoring system only)	\$61.00 per month	
<i>Kenilworth Fire Service</i> Annual amount per IGA (2023)	\$456,069.32	R-114-2022
<i>Other, Unspecified Services</i>	Actual Cost	
<i>Special Detail Police Services</i>	\$70.00 per hour	
<i>Street Cleaning</i>	\$550.00	
<i>Unincorporated Fire Service</i> Annual amount per Contract address	\$1,377.22	13.040.120
<i>Winnetka Village Code</i>	\$200.00	
<i>Winnetka Zoning Ordinance</i>	\$10.00	

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

SCHEDULE OF SPECIAL SERVICE FEES

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

<u>Department</u>	<u>Hourly Rate</u>
<i>Village Administration & Finance Departments</i>	
Village Manager	\$350
Assistant Village Manager	\$290
Village Attorney	\$350
Department Head	\$290
Supervisory Personnel	\$190
Clerical/Support Staff	\$190
<i>Police Department</i>	
Command Staff (Deputy Chief, Commanders)	\$240
Sergeants	\$190

<u>Department</u>	<u>Hourly Rate</u>
Administrative Services Manager	\$190
Patrol Officers	\$160
Support Staff	\$140
Vehicles	\$50
<i>Fire Department</i>	
Command Staff (Deputy Chief, Captains)	\$240
Lieutenants	\$190
Fire Medics	\$160
Support Staff	\$140
Light Vehicles	\$60
Ambulance	\$110
Fire Truck / Engine	\$460
<i>Public Works</i>	
Supervisory	\$190
Engineers	\$190
Maintenance Workers	\$140
Light Trucks	\$60
Medium Trucks	\$90
Heavy Trucks, Refuse Trucks, Street Sweepers	\$130
<i>Community Development</i>	
Assistant Director	\$240
Planners, Architect	\$190
Inspectors	\$160
Clerical / Support Staff	\$140
Vehicles	\$50
<i>Water & Electric</i>	
Assistant Director	\$240
Supervisory	\$190
Plant Operators	\$160
Linemen	\$160
Clerical / Support Staff	\$130
Light Trucks	\$60
Medium Trucks	\$90
Heavy Trucks, Boom Trucks	\$130

SECTION 8: BUILDING PERMIT, LICENSE AND REGISTRATION FEES.

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

[Remainder of this page intentionally left blank.]

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

WORK PERFORMED WITHOUT PERMITS (SECTION 15.32.010)

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

PERMIT DEPOSITS (SECTIONS 15.32.020, 15.54.120)

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

For Building Demolition Permits with site restoration plans	\$3,000
For Construction and Demolition Debris Recycling	\$2,000
For Temporary Certificate of Occupancy	\$3,000
For Tree Replacement (for each inch of DBH)	\$250

PLAN REVIEW FEES (SEC. 15.32.020)

For all Building Permits, other than restrictive building permits:

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

For review of Construction Document Revisions

- \$15 for each review where original building permit was subject to minimum fee, building permit is not required, or revision is for a restrictive building permit.
- \$100 for all reviews of any revision to building permit construction documents that do **not** require zoning, engineering, and/or forestry reviews.
- \$130 for all reviews of any revision to building permit construction documents that require zoning, engineering, and/or forestry reviews for minor revisions (as determined by the Director of Community Development).
- 25% of original plan review fee for all reviews of any major revision to building permit construction documents (as determined by the Director of Community Development).

For engineering review required for building in the flood plain:

- | | |
|----------------------------------|-----------------|
| • Flood plain development review | \$500.00 |
| • LOMR review | \$500.00 |

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

- | | |
|-----------------------------|--------------------|
| • Fire Department review | \$130.00 |
| • Technical review services | Actual cost |

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

CONTRACTOR PERMIT BOND (Sec. 15.32.060)

[Note: Bond to be payable to the Village of Winnetka; required of all contractors. Pursuant to the Contractor Unified License and Permit Bond Act of 1998, contractor may provide a certified copy of his/its current unified contractor bond in amount of no less than \$50,000, as on file with Cook County Clerk.]

\$20,000

BUILDING PERMIT FEES (Sec. 15.32.020)

Renovations, including remodeling, to existing structures and for other construction activity not specified by Resolution of the Council

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

Construction of new primary structures and additions thereto, including basement and attic areas, whether finished or unfinished, crawl space, attached garages and detached accessory structures, all without deducting for zoning allowances, bonuses or other exceptions

- \$1.60 per horizontal square foot, \$100.00 minimum.

Below Grade Parking Facilities

- \$1.00 per Gross Floor Area square foot.

RESTRICTIVE PERMITS

Canopy/Awning (Sec. 15.44.030) \$70 each

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

Construction Trailers (Sec. 15.32.020) \$220 each

Demolition (Sec. 15.52.020)

- For each accessory structure \$45
 - For demolition with building permit application and complete construction documents. \$16,070
 - For demolition with site restoration plan and schedule. \$16,070
- (Note: The \$16,070 includes \$600 reimbursement of payment made by Village of Winnetka to Winnetka Historical Society for research related to demolition of a primary structure)

Fences (Sec. 15.44.060) \$65 each

Roofing (Sec. 15.32.020 and 15.44.100) \$65 each

Signs (Sec. 15.60.140)

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

- For each non-illuminated signs \$60
- For each illuminated sign (includes electrical permit fee) \$195

Swimming Pools (Sec. 15.56.020) \$515

[Note: Includes electrical, plumbing and fence permits]

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

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

- For each review per lot in development site \$90

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

- For each review per lot in development site \$90

Tree Removal Permit Fee (Sec. 15.28.040)

- For each tree \$60

ELECTRICAL PERMITS (Sec. 15.32.020 and 15.44.050)

- Base Fee for All Permits \$70
- Electrical Fixtures-outlets, receptacles and switches \$1.10
- Motors over 0.5 hp, per motor \$25
- New Service or Modifications to Existing Service Entrance Equipment
[Note: Permit fees are waived if modifications result from Water & Electric Department's scheduled undergrounding program.]
 - Less than 200 amps, per new service or modification \$50
 - 200 amps or more, per new service or modification \$60
- Temporary Service, per service
 - Overhead \$340
 - Underground \$680

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

Plumbing

- Base Fee for All Plumbing Permits (includes 5 fixtures) \$70
- Plumbing Fixtures (beginning with the sixth fixture), per fixture \$10
- Process Piping for Heating System, per unit \$100

HVAC

[Note: Exterior installations require zoning approval.]

- Base Fee for all HVAC Permits \$70
- For replacement of duct work only, per unit \$45
- For totally new system, per unit \$90
- For each roof-top unit, new or replacement \$100
- For each new or replacement AC unit, if total capacity on the property is 8 tons or more. \$100
- For minor heating/cooling/ventilation system items, per unit. \$25

Irrigation

- Base Fee \$80
- Per Sprinkler Head \$0.90

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

MISCELLANEOUS FEES

Construction & Demolition Debris (Sec. 15.54.080)	\$250
Development Agreement — Base Fee (Sec. 15.32.080(K))	\$1,500
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Development Agreement — Supplemental Fee (Sec.15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred, and shall be incorporated into the Development Agreement.	based on Staff time
Fire Prevention Permit (Sec. 15.16.040)	\$130
Partial Permits (Sec. 15.32.110)	\$150
Permit Renewal (Sec. 15.32.200)	50% of total original building permit fee
Stop Work Order (Sec. 15.04.100)	
• 1 st Stop Work Order	\$250
• 2 nd Stop Work Order	\$500
• 3 rd Stop work Order	\$750
Temporary Certificate of Occupancy (Sec. 15.36.010)	\$275
Village Attorney Services (Sec. 5.66.040)	\$350 per hour,
For non-standard services related to post-approval implementation or amendment of development agreements, subdivisions and planned developments	½ hour increments

PETITION FILING FEES

Administrative Appeals	
• Building Code Appeals (Sec. 15.72.010)	\$350
• Zoning Appeals (Sec. 17.72.010)	\$450
Certificate of Appropriateness of Design (Sec. 15.40.010)	
• For each new primary structure or addition thereto	\$450
• For each existing structure	\$125
• For each application for signs, canopies, or awnings	\$55
Consolidation of Land into single parcel (Sec. 16.08.010)	\$550
Driveway Variation (Sec. 12.12.010 and 15.44.040)	\$265
Flood Plain Variation (Sec. 15.68.100)	\$715
Sign Variation (Sec. 15.60.250)	\$220

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Special Use Permit (Sec. 17.56.010)	\$935
Subdivision of Land – Base Fee (Sec. 16.04.040)	\$935
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Subdivision of Land – Supplemental Fee (Sec. 15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred. For projects requiring a Development Agreement, the supplemental fee shall be incorporated into the Development Agreement.	based on Staff time
Zoning Map Amendment (Sec. 17.72.040)	\$800
Zoning Planned Development (Chapter 17.58)	\$935
Zoning Special Use (Chapter 17.56)	\$935
Zoning Text Amendment (Sec. 17.72.040)	\$800
Zoning Variation by Zoning Administrator (Minor Variation) (Sec. 17.60.015)	\$250
Zoning Variation by Zoning Board of Appeals (Standard Variation) (Sec. 17.60.020)	\$400
Zoning Variation by Ordinance (Major Variation)(Sec. 17.60.030)	\$800
STREETS, SIDEWALKS, DRIVEWAYS AND OTHER IMPERMEABLE SURFACES (Sec. 12.04.110)	
Driveway curb cut, new or enlarged (Sec. 12.12.010)	\$200
[Note: Includes right-of-way excavation fee.]	
Right-of-way Excavation and/or Occupation, per excavation/occupation (Sec. 12.16.010 and 12.20.010)	\$125
Sewer, per sewer line type (Sec. 15.24.090)	\$150
Impermeable Surfaces (including driveways, sidewalks, patios, etc.) (Sec. 12.08.010)	\$75
Street Replacement (Sec. 12.04.20)	
• Noncompliance fee	\$5,000

[Remainder of this page intentionally left blank.]

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

- A. An estimate furnished by the permit applicant;
- B. A certification of the cost of construction from a licensed architect or a registered structural or professional engineer;
- C. An affidavit from the owner or the owner's agent setting forth the estimated cost of the proposed work; or
- D. A calculation to be made by the Director of Community Development, based on the most current edition of the RS Means Square Foot Costs Book.

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

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

SECTION 12: REPEALER. Resolution R-94-2021 shall be, and is hereby, repealed and shall no longer be in force and effect from and after the passage of this Resolution and approval according to law.

SECTION 13: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2021.

ADOPTED this 15 day of November, 2022, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 15, 2022

Adopted:

November 15, 2022

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R-116-2022



Agenda Item Executive Summary

TITLE: Resolution No. R-117-2022: Utility Rates & Fees (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 15, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on October 28, 2022 to review the proposed fiscal year 2023 budget. The Village Council sets utility fees annually by resolution during the budget approval process.

EXECUTIVE SUMMARY:

Because of the projected capital needs of the electric, water, and refuse utilities, rate adjustments for each are proposed and incorporated in the FY 2023 budget. Water rates derived from the Water Rate Study conducted in 2016-2017 along with an additional 2.5% to fund lead service line replacements are implemented in the proposed rate resolution. Incorporated, unincorporated, and special service customers will see a rate increase of 11.0% in changes to the volumetric rate (cu.ft.). The Northfield wholesale rate is set by contract and is subject to rate adjustments outside the budget process. Electric rates include an 8% average increase across all customer types (ex. residential). Rate adjustments are comprised of changes to the volumetric (kWh) rate and the customer charge. The proposed rate adjustments are to offset an increase in the cost of purchased power charged to Winnetka by the Illinois Municipal Electric Agency (IMEA) and also to provide funding for necessary capital improvements. Residential refuse rates are increasing by 2.5% for all customers, while commercial refuse fees will see a rate increase of 15%. Refuse increases are largely driven by the increased costs charged by the Village's contracted recycling provider. Sanitary and stormwater sewer fees remain unchanged. The Village will consider adoption of this Resolution at the December 6, 2022 Council Meeting.

RECOMMENDATION:

1. Consider introduction of Resolution No. R-117-2022

ATTACHMENTS:

1. Resolution No. R-117-2022: Utility Rates and Fees

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

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

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

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

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

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

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

SECTION 2: FEES FOR WATER.

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

[Remainder of this page intentionally left blank.]

SCHEDULE OF VOLUMETRIC WATER RATES

<u>Type of Customer</u>	<u>Rate</u>
Service within corporate limits	\$51.62 per 1,000 cubic feet, as metered
Service outside of corporate limits	\$92.41 per 1,000 cubic feet, as metered
Service to Village of Northfield:	Rate established by agreement approved by resolution of the Village Council
Wholesale Rate	Rate equal to "Service to Village of Northfield" rate
Special Service	\$38.70 per 1,000 cubic feet, as metered

SCHEDULE OF WATER CUSTOMER CHARGES

<u>Type of Customer (Meter Size)</u>	<u>Monthly Service Charge</u>
Less than or equal to One Inch (1")	\$11.88
One and One Half Inches (1.5")	\$17.17
Two Inches (2")	\$24.41
Three Inches (3")	\$77.76
Four Inches (4")	\$97.52
Six Inches (6")	\$143.64
Eight Inches (8")	\$196.29

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

SERVICE DISCONNECTION OR RECONNECTION FEE

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

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

WATER SERVICE TAP FEES

<u>Water Tap Size</u>	<u>Water Main Size</u>	<u>Fee</u>	<u>Service Included in Fee</u>
1 1/2" or less	8" or less	\$1,950	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	10" – 12"	\$2,350	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	16" – 20"	\$3,250	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection

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

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

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

WATER METER FEES

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

Spreader and valves on both sides of meter must be installed by the customer's plumber, at the customer's cost. Other sizes of meters may be required or permitted, as determined by the Water and Electric Department, based on the characteristics of the proposed service. Such other installations shall require the written approval of the Water and Electric Department and the entire cost of the purchase and installation shall be borne by the customer.

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

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

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

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

SECTION 3: FEES FOR ELECTRICITY.

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

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

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

Energy Charge: A volume based charge for energy used.

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

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

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

Primary Lines: High voltage power lines

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

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

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

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

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

SCHEDULE OF ELECTRIC CUSTOMER CHARGES

<u>Type of Customer (Rate Code)</u>	<u>Monthly Service Charge</u>	
Rate 1: Residential	\$19.15 Single Phase	\$26.45 Three Phase
Rate 2: Space Heating	\$22.50 Single Phase	\$29.25 Three Phase
Rate 3: Commercial	\$35.90 Single Phase	\$42.70 Three Phase
Rate 4: School and Government (<1000kW)	\$57.30 Single Phase	\$65.15 Three Phase
Rate 4: School and Government (>1000kW)	\$125.82 Single Phase	\$132.56 Three Phase
Rate 6: Water Heating	\$10.65 Single Phase	\$17.75 Three Phase
Rate 7: Large Residential	\$19.15 Single Phase	\$26.45 Three Phase
Rate 8: Street Lights	\$0.00 Single Phase	\$0.00 Three Phase

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

SCHEDULE OF ENERGY AND DEMAND CHARGES

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

Energy Charge

Summer Rate	\$0.1523 per kWh
Winter Rate	\$0.1423 per kWh

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

Energy Charge

Summer Rate	\$0.1501 per kWh
Winter Rate	
First 750 kWh	\$0.1364 per kWh
All over 750 kWh	\$0.0928 per kWh

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

Demand Charge

Summer Rate

First 50 kW \$0.00 per kW

All over 50 kW \$18.45 per kW

Winter Rate

First 50 kW \$0.00 per kW

All over 50 kW \$16.91 per kW

Energy Charge

Summer Rate

First 15,000 kWh \$0.1490 per kWh

All over 15,000 kWh \$0.1082 per kWh

Winter Rate

First 15,000 kWh \$0.1354 per kWh

All over 15,000 kWh \$0.1082 per kWh

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

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

Demand Charge

Summer Rate \$17.01 per kW

Winter Rate \$14.74 per kW

Energy Charge

Summer Rate

First 100,000 kWh \$0.09174 per kWh

Over 100,000 kWh \$0.07927 per kWh

Winter Rate

First 100,000 kWh \$0.08346 per kWh

Over 100,000 kWh \$0.07927 per kWh

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

Demand Charge

Summer Rate

On Peak \$17.82 per kW

Off Peak \$12.25 per kW in excess of On Peak Demand

Winter Rate

On Peak \$15.91 per kW

Off Peak \$12.25 per kW in excess of On Peak Demand

Energy Charge

Summer Rate

First 100,000 kWh \$0.09196 per kWh

Over 100,000 kWh \$0.07946 per kWh

Winter Rate

First 100,000 kWh \$0.08366 per kWh

Over 100,000 kWh \$0.07946 per kWh
Load Factor Credit (\$0.005) per kWh for kWh in excess of 50%
based upon the on peak demand

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

Energy Charge
Summer Rate \$0.1508 per kWh
Winter Rate \$0.1508 per kWh

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

Demand Charge
Summer Rate \$15.88 per kW
Winter Rate \$14.04 per kW
Energy Charge
Summer Rate \$0.1132 per kWh
Winter Rate \$0.1032 per kWh

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

Energy Charge
Summer Rate \$0.1455 per kWh
Winter Rate \$0.1455 per kWh

D. Wholesale Power Purchase Cost Adjustment.

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

E. Renewable Energy Production Credit.

1. Terms:

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

2. Calculation of REPC:

Summer Rate REPC = (RE x SREC)

Winter Rate REPC = (RE x WPPC)

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

F. Municipally Owned Electric Vehicle Charging Station (for public use). The energy charge for municipally owned electric vehicle charging station (for public use) shall be \$0.10 per kWh.

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

RATE U - UNDERGROUNDING SURCHARGE

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

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE DISCONNECTION OR RECONNECTION FEE

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

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

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

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

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$300.00
All other times (Evenings, nights, weekends and holidays)	\$1,004.00

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

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

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

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

Installation of a 200 Amp service (Includes conduits for communication conductors)	\$12,700
Installation of a 400 Amp service (Includes conduits for communication conductors)	\$25,000

Installation of three phase service

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

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

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

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

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

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

SECTION 4: SANITARY SEWER FEES.

A. Sewer Service Volumetric Rates. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, at the rate of \$18.88 per 1,000 cubic feet of water supplied to those premises.

B. Sewer Service Customer Charge. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, a customer charge of \$2.00 per month.

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

SECTION 5: REFUSE FEES.

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

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

SCHEDULE OF MONTHLY COMMERCIAL REFUSE SERVICE FEES

<i>Container Volume per Pick-up</i>	Number of Pickups Per Week						
	1	2	3	4	5	6	7
1 Cu.Yd.	\$50.72	\$91.77	\$125.58	\$165.43	\$196.82	\$234.26	\$275.31
1.5 Cu.Yd.	\$64.00	\$112.30	\$167.84	\$217.35	\$270.48	\$319.99	\$370.70
2 Cu.Yd.	\$74.75	\$140.07	\$207.69	\$274.10	\$336.89	\$403.31	\$464.89
3 Cu.Yd.	\$101.43	\$188.37	\$277.73	\$364.67	\$455.23	\$540.96	\$631.52
4 Cu.Yd.	\$130.41	\$227.01	\$347.76	\$455.23	\$565.11	\$609.79	\$778.84
6 Cu.Yd.	\$158.18	\$287.39	\$415.38	\$540.96	\$670.16	\$670.16	\$923.74
6 Cu.Yd.	\$188.37	\$336.89	\$485.42	\$631.52	\$778.84	\$923.74	\$1,073.47
Compactor							
35-65 Gal.	\$24.15	\$31.40	\$41.06	\$50.72	\$57.96	\$67.62	\$77.28
95 Gal.	\$31.77	\$50.72	\$67.62	\$91.77	\$107.47	\$126.79	\$147.32

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

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

SCHEDULE OF RESIDENTIAL REFUSE SERVICE FEES

<u>Service</u>	<u>Charge</u>
Back Door - One pick-up per week of no more than two garbage cans of household rubbish	\$51.25 per month
Back Door - Two pick-ups per week of no more than two garbage cans of household rubbish	\$102.50 per month
Back Door – One pick-up per week of no more than four garbage cans of household refuse	\$71.25 per month
Curbside - One pick-up per week – 35-gallon container	\$27.68 per month
Curbside - One pick-up per week – 65-gallon container	\$36.90 per month
Curbside - One pick-up per week – 95-gallon container	\$46.13 per month
Curbside – Two pick-ups per week – 95-gallon container	\$92.26 per month
Curbside – One pick-up per week – Two or more 95-gallon containers	\$46.13 plus \$15.00 per container per month
Collection of household rubbish or garbage in excess of two garbage cans per pick-up	\$2.50 per sticker (one sticker required for each container)

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

SCHEDULE OF FEES FOR SPECIAL REFUSE COLLECTIONS

<u>Service</u>	<u>Charge</u>
Base Fee for special collections	\$35.00
Bulk pick-ups	
[Note: Bulk pick-ups are for light refuse other than liquids and yard waste.]	
Bulk pick-ups (<i>continued</i>)	
Up to 1.0 cubic yards	Base Fee
Over 1.0 cubic yards	Base Fee plus \$13.00 for each additional cubic yard or fraction thereof
White goods and other large items	Base Fee plus \$10.00 for each item
[Note: Includes appliances, sofas, etc.]	
Hard-to-handle refuse	Base Fee plus \$15.00 per cubic yard
[Note: Hard-to-handle refuse includes such miscellaneous rubbish as wood, fencing, carpeting, multiple pieces of furniture and cabinets, and construction materials such as wallboard, plaster and flooring, but shall not include liquids, soil, concrete and asphalt.]	
Tires and/or tire rims	Base Rate plus Charge per Tire
Charge per tire	
Tire without rim	Base Rate plus \$10.00
Tire with rim	Base Rate plus \$15.00
Truck tire without rim	Base Rate plus \$20.00
Truck tire with rim	Base Rate plus \$25.00
Carts and roll-off boxes	
[Note: Charge is based on container size. Contents shall not include concrete, soil, asphalt or liquids]	
1.0 cubic yard	\$50.72
1.5 cubic yard	\$64.00
2.0 cubic yard	\$74.75
6.0 cubic yard	\$158.18

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

SCHEDULE OF YARD WASTE REMOVAL FEES

<u>Service</u>	<u>Charge</u>
Removal of yard waste	
Customer supplied bags (one sticker required per bag)	\$2.50 per sticker

SECTION 6: STORMWATER SEWER FEES. The fee for stormwater utility service provided in the Village of Winnetka pursuant to Chapter 13.16 of the Winnetka Village Code is hereby established at \$21.83 per month per Equivalent Runoff Unit (ERU), as defined in Section 13.16.04 of the Winnetka Village Code.

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

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

SECTION 9: EFFECT OF RESOLUTION. The rates established in this Resolution shall apply to all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2021.

SECTION 10: REPEALER. Resolution R-93-2021 shall be repealed and shall no longer be in force and effect for all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2022.

SECTION 11: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2021.

ADOPTED this 15 day of November, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 15, 2022

Adopted:



Agenda Item Executive Summary

TITLE: Ordinance No. M-15-2022: 2022 Tax Levy (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 15, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Council has reviewed the proposed 2023 calendar year budget and the funding provided by property taxes to balance the budget. The proposed 2022 property tax levy will generate \$15,309,260 for village operations, an increase of \$73,133 or .48% from the prior year. The increase in the tax levy is due to new development, so most residents will see no increase in the property taxes they pay to the village.

EXECUTIVE SUMMARY:

The 2022 property tax levy sets the amount of revenue to be raised from property taxes to fund village operations. In Illinois, property taxes are paid a year in arrears. This means that the amount of money requested for the 2022 property tax levy will be received by the Village in calendar 2023. It should be noted that the final proposed tax levy is \$589,639 lower than what was proposed to the Council at the October 28th all-day budget review. At that meeting, Village Council directed staff to eliminate the inflationary component of the tax levy (2.85%, \$434,230). Additionally, staff has received the final new growth figure of .48% from Cook County, which contributes \$73,133 to the levy, but is \$155,409 lower than the 1.5% we initially estimated. The final levy of \$15,309,260 only captures the new growth for the ninth year in a row.

RECOMMENDATION:

1. Consider introduction of the general property tax levy (Ordinance No. M-15-2022).

ATTACHMENTS:

1. Village of Winnetka Schedule of Property Tax Levy Calculations
2. Ordinance No. M-15-2022: Levying Taxes for the Year 2022

Village of Winnetka

Schedule of Property Tax Levy Calculations

<u>Tax Levy Category</u>	<u>2021 Actual Tax Levy</u>	<u>2022 Proposed Tax Levy</u>	<u>\$ - Change</u>	<u>% - Change</u>
<u>General Fund:</u>				
Corporate*	\$12,691,921	\$12,470,870	(\$221,051)	-1.74%
<u>Other Funds:</u>				
Police Pension	\$1,188,074	\$1,236,103	\$48,029	4.04%
Fire Pension	\$1,356,132	\$1,602,287	\$246,155	18.15%
Total Village-wide Tax Levy	\$15,236,127	\$15,309,260	\$73,133	0.48%
Less: New Development @ .48%		(\$73,133)	(\$73,133)	-0.48%
Existing Tax Payer Increase	\$15,236,127	\$15,236,127	\$0	0.00%

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

<u>Total Property Taxes Paid 100.00%</u>	<u>Other Taxing Distr. 87.06%</u>	<u>Village 12.94%</u>	<u>0.0% Change / Village</u>
\$10,000	\$8,706	\$1,294	\$0
\$15,000	\$13,059	\$1,941	\$0
\$20,000	\$17,412	\$2,588	\$0
\$25,000	\$21,765	\$3,235	\$0
\$30,000	\$26,118	\$3,882	\$0
\$35,000	\$30,471	\$4,529	\$0
\$40,000	\$34,824	\$5,176	\$0
\$50,000	\$43,530	\$6,470	\$0
\$60,000	\$52,236	\$7,764	\$0

AN ORDINANCE LEVYING TAXES FOR THE YEAR 2022

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, on December 7, 2021, the Council of the Village of Winnetka (“Village Council”) adopted Resolution No. R-92-2021, which budgeted \$34,254,533 to meet the expenses and liabilities of the Village for general corporate purposes and retirement fund contributions for the fiscal year beginning January 1, 2022, and ending December 31, 2022; and

WHEREAS, pursuant to page 391 of the budget approved on December 7, 2022, the Village Council has made its preliminary estimate of the 2022 levy, estimating that it is necessary to raise Fifteen Million Four Hundred Sixty-Four Thousand Six Hundred Sixty-Nine Dollars (\$15,464,669) by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2022, and ending December 31, 2022; and

WHEREAS, at its October 28, 2022 meeting, the Village Council, upon evaluation of the proposed fiscal year 2022 annual budget, directed the staff to present a 2022 property tax levy for consideration at the December 6, 2022, Village Council meeting, said property tax levy to be in the amount of Fifteen Million Three Hundred Nine Thousand Two Hundred Sixty Dollars (\$15,309,260), One Hundred Fifty-Five Thousand Four Hundred Nine Dollars (\$155,409) less than was estimated to be necessary to be raised by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2022, and ending December 31, 2022; and

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

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

SECTION 2: That in order to meet the expenses and liabilities of the Village of Winnetka for the fiscal year beginning January 1, 2022, and ending December 31, 2022, for general corporate purposes and for retirement fund contributions, there is hereby levied upon all of the taxable property within the corporate limits of the Village of Winnetka subject to taxation for the current year, as assessed and equalized for the year 2022, the sum of Fifteen Million Three Hundred Nine Thousand Two Hundred Sixty Dollars (\$15,309,260), which is to be collected from the levy of the Village of Winnetka for the year 2022 for all purposes heretofore budgeted.

2022 TAX LEVY SUMMARY

General Fund	Amount Budgeted		Amount To Be Raised By Tax Levy	
For General Corporate Purposes				
Administration	\$	3,351,187	\$	1,490,383
Police	\$	7,446,450	\$	3,311,680
Fire	\$	5,999,874	\$	2,668,341
Community Development	\$	1,746,360	\$	776,664
Public Works / Engineering	\$	4,276,999	\$	1,902,122
Capital Expenses	\$	2,747,000	\$	1,221,680
General Fund Transfers	\$	3,387,144	\$	1,100,000
Totals for General Fund	\$	28,955,014	\$	12,470,870
For Retirement Fund Contributions				
For Police Pension Fund	\$	2,578,790	\$	1,236,103
For Fire Pension Fund	\$	2,720,729	\$	1,602,287
Totals for Retirement Fund Contributions	\$	5,299,519	\$	2,838,390
Total Amount Budgeted	\$	34,254,533		
Total Amount of Levy			\$	15,309,260

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Fifteen Million Three Hundred Nine Thousand Two Hundred Sixty Dollars (\$15,309,260), which is the total amount the Village of Winnetka requires to be raised by taxation for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2022 on all properties subject to taxation within the Village of Winnetka, in accordance with the provisions of this Ordinance.

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

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

PASSED this 15 day of November, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 15, 2022

Adopted:



Agenda Item Executive Summary

TITLE: Ordinance No. M-16-2022: 2022 Tax Abatement GO Refunding Bonds, Series 2020 (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 15, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Council has reviewed the proposed 2022 calendar year budget and all funding sources required to balance the budget. It has been determined that sufficient revenue is on hand in the stormwater fund to pay the debt service on the Series 2020 bonds and therefor an additional tax levy for this purpose is not necessary.

EXECUTIVE SUMMARY:

The Village issued General Obligation bonds in the amount of \$9.0 million in 2013 and \$7.5 million in 2014 to fund stormwater improvements. These bonds were refunded and replaced by the Series 2020 bonds (\$12,035,000) with the intention of the Village abating the property tax levy each year on these bonds and paying the principal and interest from stormwater utility fees collected by the Village. There are adequate funds on hand to allow for the abatement of the property tax levy for 2022 related to these General Obligation bond issues.

RECOMMENDATION:

Consider introduction of the tax abatement ordinance (Ordinance No. M-16-2022).

ATTACHMENTS:

1. Ordinance No. M-16-2022: Tax Abatement Ordinance GO Series 2020

**AN ORDINANCE
ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2022
TO PAY THE PRINCIPAL OF AND INTEREST ON
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020,
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

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

WHEREAS, the Village has deposited sufficient funds in the bond fund established by the Ordinance to pay the principal of and interest on the Bonds up to and including December 15, 2023; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2022 to pay the principal of and interest on the Bonds be abated in its entirety.

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

SECTION 1: Abatement of Tax. The tax heretofore levied for the year 2022 of Seven Hundred Ninety-Seven Thousand Six Hundred Five Dollars (\$797,605.00) in the Ordinance to pay the principal and interest on the Bonds is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2022 in accordance with the provisions hereof.

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

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

PASSED this 15 day of November, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 15, 2022

Adopted: _____

November 15, 2022

M-16-2022



Agenda Item Executive Summary

TITLE: Ordinance No. MC-01-2022: Update Unincorporated Areas Fire Service Fees (Introduction)

PRESENTER: John Ripka, Tim Sloth

AGENDA DATE: November 15, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village annually calculates an unincorporated fire service fee based on a formula for 171 residents in the unincorporated areas of Woodley Road and Indian Hill. The fee is paid over 12 months as part of the property owner's monthly water bill.

EXECUTIVE SUMMARY:

The Village of Winnetka provides water and fire suppression service to some unincorporated areas adjacent to the Village. In addition to paying for water, those customers also pay for the fire suppression service, as they benefit from the fire hydrants in the area. As required by the Village Code, the fire service fee for these non-resident customers is assessed based on a formula that considers the equalized assessed value of the area served, population, calls for service, and Fire Department expense data. This formula has become outdated, and staff recommends having the fee determined annually as part of the fee resolution approved by the Village Council in the annual budget process.

RECOMMENDATION:

Adopt Ordinance No. MC-01-2022, an Ordinance Amending Section 13.04.120 of the Winnetka Village Code Concerning Fire Suppression, Rescue, and Paramedic Service Fees.

ATTACHMENTS:

1. Ordinance No. MC-01-2022: Amending Section 13.04.120 of the Winnetka Village Code Concerning Fire Suppression, Rescue, and Paramedic Service Fees

**AN ORDINANCE AMENDING SECTION 13.04.120 OF
THE WINNETKA VILLAGE CODE CONCERNING
FIRE SUPPRESSION, RESCUE, AND PARAMEDIC SERVICE FEES**

WHEREAS, pursuant to the Illinois Municipal Code; Article VII, Section 10 of the 1970 Illinois Constitution; and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, the Village has authority to provide fire suppression, rescue, and paramedic services within the Village and within nearby areas outside of the Village, and to charge fees for such services; and

WHEREAS, the Village provides fire suppression, rescue, and paramedic services within the Village, the Village of Kenilworth pursuant to an intergovernmental agreement, and in unincorporated areas of Cook County located near the Village; and

WHEREAS, Section 13.04.120 of the “Winnetka Village Code,” as amended (*“Village Code”*), sets forth the authority and procedures for the Village to set fees for the provision of fire suppression, rescue, and paramedic services (*“Fee Regulations”*); and

WHEREAS, the Village Council desires to amend the Fee Regulations to more efficiently and appropriately assess the full costs of providing fire suppression, rescue, and paramedic services to those individuals that do not pay Village taxes or receive such services without the Village receiving payment, at least in part, from another municipality for the services; and

WHEREAS, the Village Council has determined that amending the Fee Regulations as set forth in this Ordinance is in the best interests of the Village;

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

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

SECTION 2: AMENDMENT TO SECTION 13.04.120 OF THE VILLAGE CODE. Section 13.04.120, titled “Charges for the Maintenance and Availability of Fire Suppression and Emergency Paramedical and Rescue Services,” of Chapter 4, titled “Municipal Water System,” of Title 13, titled, “Municipal Utility Services,” of the Village Code shall be amended to read as follows:

“Section 13.04.120 Charges for the maintenance and availability of fire suppression and emergency paramedical and rescue services.

- A. Annual Fee. Except as provided in subsection E of this section 13.040.120, any customer of the Municipal Water Utility that is located outside of the corporate limits of the Village and in the vicinity of one or more fire hydrants maintained by the Village for fire protection purposes, shall, as a condition

to the furnishing of water service, enter annually into an agreement with the Village, which shall run from April ~~January~~ 1st through March ~~December~~ 31st of ~~the following~~ each year, to pay an annual fee for the maintenance and availability of fire suppression and emergency paramedical and rescue services. The annual fee shall be in an amount determined from time to time by resolution of the Village Council introduced at one meeting and enacted at a subsequent meeting.

- B. ~~Fee Formula. The annual fee established by this section and any amendment to this section shall be based on a formula using a combination of assessed valuation, population and past number of fire suppression and emergency paramedical and rescue calls (including false alarms), with each receiving equal weight, in order to allocate the cost of fire suppression and emergency paramedical and rescue services based on budgeted costs for the ensuing year, with such adjustments as the Council shall deem proper, such as credits for any prior year in which the payments made to the Village exceeded the final audited expenses. The annual amount to be charged, as so computed, may be, but need not be, rounded off to the nearest whole dollar annual amount and shall be included ratably over each year with and as part of each bill for water.~~
- CB. Authority of Village Manager. The Village Manager is authorized to prepare appropriate forms of agreement for the maintenance and availability of fire suppression and emergency paramedical and rescue services and to enter into such agreements on behalf of the Village.
- DC. Discontinuance of Service for Failure to Pay Annual Fee. The Water and Electric Department shall discontinue water service to any premises whenever the owner or occupant fails to make payment of any charges billed pursuant to this section for fire suppression and emergency paramedical and rescue services within ~~thirty~~ (30) days after the date of the bill.”

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 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 will be in full force and effect upon the later of: (i) its passage and approval in the manner provided by law; and (ii) January 1, 2023.

[SIGNATURE PAGE FOLLOWS]

PASSED this 15th day of November, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2022.

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 _____,
2022.

Introduced: November 15, 2022

Passed and Approved: _____, 2022

November 15, 2022

MC-01-2022

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



Agenda Item Executive Summary

TITLE: Ordinance No. MC-03-2022: Liquor Code Update (Introduction)

PRESENTER: Marc Hornstein

AGENDA DATE: November 15, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

On September 26, 2022, Brittany's Butters and Gourmet Bakery applied for a Class A-4 liquor license with the Village. A Class A-4 liquor license authorizes the retail sale and service of wine by specialty restaurants, but only when such sales and service are part of a demonstration or instructional program on food preparation techniques, a host or hostess is present to seat patrons, and all patrons are served the same prix fixe, multi-course meal at a scheduled seating to which admission is by reservation only.

The business model of Brittany's Butters and Gourmet Bakery does not strictly meet the definition of a specialty restaurant in that they do not plan to serve complete or multi-course meals. Rather, their cooking demonstrations highlight the use of their butter sauces in food preparation. The business model meets all other requirements of the Class A-4 liquor license in that they only plan to sell and serve wine as part of a demonstration, a host or hostess will be present to seat patrons, all patrons are served the same prix fixe food, and admission is by reservation only.

The Village Attorney prepared a draft proposed amendment that would update the Class A-4 liquor license to allow bakeries to obtain such license. It also replaces the requirement of a prix fixe, multi-course meal with a requirement for prix fixe food. Should said amendment be approved by Council, the resolution to approve Brittany's Butters and Gourmet Bakery's Class A-4 liquor license application would be brought before Council on December 6th, 2022.

RECOMMENDATION:

Consider introduction of Ordinance No. MC-03-2022, Amending the Winnetka Village Code Regarding the Types of Businesses that Qualify for a Class A-4 Liquor License Classification.

ATTACHMENTS:

1. Ordinance No. MC-03-2022: Amending the Winnetka Village Code - Class A-4 Liquor License Classification

**AN ORDINANCE AMENDING THE WINNETKA VILLAGE CODE
REGARDING THE TYPES OF BUSINESSES THAT QUALIFY FOR A
CLASS A-4 LIQUOR LICENSE CLASSIFICATION**

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

WHEREAS, Section 11-42-10.1 of the Illinois Municipal Code, 65 ILCS 5/11-42-10.1, and Section 4-1 of the Illinois Liquor Control Act, 235 ILCS 5/4-1, provide the Village the authority to determine the number, kind, and classification of licenses for retail sales of alcoholic liquor; and

WHEREAS, Chapter 5.09 of the Winnetka Village Code ("*Village Code*") regulates the sale of alcoholic beverages within the Village ("*Liquor Control Regulations*"); and

WHEREAS, the Liquor Control Regulations require, among other things, any establishment that desires to sell alcoholic beverages within the Village to first obtain a license from the Village; and

WHEREAS, Section 5.09.100 of the Liquor Regulations establishes various liquor license classifications that authorize the sale of alcoholic beverages by certain types of establishments, subject to conditions; and

WHEREAS, Section 5.09.100.E of the Liquor Regulations establishes the Class A-4 License classification ("*Class A-4 License*"), which authorizes the retail sale and service of wine by specialty restaurants, but only when such sales and service are part of a demonstration or instructional program on food preparation techniques, a host or hostess is present to seat patrons, and all patrons are served the same prix fixe, multi-course meal at a scheduled seating to which admission is by reservation only; and

WHEREAS, the Village Council desires to amend Section 5.09.100.E to allow for bakeries to obtain a Class A-4 license ("*Proposed Amendment*"); and

WHEREAS, the Village Council has determined that adoption of the Proposed Amendment as set forth in this Ordinance is in the best interest of the Village and its residents;

NOW, THEREFORE, the Council of the Village of Winnetka do 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: CLASSIFICATION OF LICENSES. Section 5.09.100, titled "Classification of Licenses," of Chapter 5.09, titled "Liquor Control Regulations," of Title 5, titled "Business Licenses and Regulations," of the Village Code is hereby amended to read as follows:

{00129129.1} **Additions are bold and double-underlined; deletions are struck through.**

“Section 5.09.100 Classification of Licenses.

* * *

E. Class A-4 Licenses. Class A-4 licenses authorize the retail sale and service of wine by specialty restaurants **and bakeries**, but only when such sales and service are part of a demonstration or instructional program on food preparation techniques, a host or hostess is present to seat patrons, and all patrons are served the same prix fixe, ~~multi-course meal~~ **food** at a scheduled seating to which admission is by reservation only.

1. A specialty restaurant **or bakery** with a Class A-4 license may serve food and wine at tables or at a demonstration counter.
2. A specialty restaurant **or bakery** with a Class A-4 license may be operated in conjunction with a limited food products store or a specialty beverage store.
3. Sidewalk service is expressly prohibited under any Class A-4 license.
4. The hours of service shall be as provided in section 5.09.250 of this chapter.

* * *

SECTION 3: 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.

[SIGNATURE PAGE FOLLOWS]

{00129129.1} **Additions are bold and double-underlined;** ~~deletions are struck through.~~

November 15, 2022

MC-03-2022

PASSED this 15 day of November, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of November, 2022.

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 _____,
2022.

Introduced: November 15, 2022

Passed and Approved: _____, 2022

{00129129.1} **Additions are bold and double-underlined;** ~~deletions are struck through.~~

November 15, 2022

MC-03-2022



Agenda Item Executive Summary

TITLE: Resolution No. R-69-2022: 1205 Sunset Contract for Purchase (Adoption)

PRESENTER: Emily Grimm

AGENDA DATE: November 15, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

As part of the Crow Island Stormwater Project, a large box culvert is being installed between Crow Island and the Cook County Forest Preserve, along Sunset Road. There is one property, 1205 Sunset, that would be most affected by this construction. The property is at the end of Sunset Rd, abutting the park. In March of 2021, the Village submitted a grant application to the Flood Prone Property Acquisition Program, and were chosen for the program. The Council approved the IGA between MWRD and the Village for this purchase on October 6th.

EXECUTIVE SUMMARY:

The contract for the purchase of 1205 Sunset was presented to the homeowners on October 18th, and they were given 30 days to either accept or deny the sale. The Village's legal council has worked with the homeowners and their legal council and have prepared a final contract that is acceptable to both parties.

The sale price for the property is \$1,295,000. The MWRD Property Acquisition Program has promised that the Village will be reimbursed for up to \$900,000 of the purchase price, meaning the Village portion would be \$395,000. This agreement also includes a leaseback to the original owners through June 2023 to accommodate the school year. The lease states that the tenants will be responsible for paying for utilities and taxes on the property throughout the duration of the lease.

RECOMMENDATION:

Grant authority to purchase the property at 1205 Sunset, and lease the property back to the owners through June 2023, as presented in the attached contract and lease agreements.

ATTACHMENTS:

1. Resolution No. R-69-2022: Approving a Purchase Agreement, the Purchase, and Leaseback of 1205 Sunset Road
2. 1205 Sunset Road Real Estate Sale Contract
3. 1205 Sunset Road Lease Agreement

RESOLUTION NO. R-69-2022

**A RESOLUTION APPROVING A PURCHASE AGREEMENT, THE PURCHASE, AND
LEASEBACK OF 1205 SUNSET ROAD**

WHEREAS, in light of several recent, large-scale flooding events, the Village desires to improve its stormwater management, in-part, by converting certain flood-prone parcels within the Village to open space and other stormwater management uses; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76.1-1, the Village has the authority to purchase real property for public purposes; and

WHEREAS, the Village has identified a flood-prone parcel commonly known as 1205 Sunset Road in Winnetka, Illinois ("**Property**") which the Village desires to acquire, convert to open space, and manage so as to facilitate stormwater infrastructure; and

WHEREAS, Christian Crone and Jennifer Crone ("**Owners**") are the current owners of the Property; and

WHEREAS, on October 6, 2022, the Village entered into an intergovernmental agreement with the Metropolitan Water Reclamation District of Greater Chicago ("**MWRD**") for the MWRD to reimburse the Village for a substantial portion of the costs related to the acquisition of the Property ("**IGA**"); and

WHEREAS, the Village has negotiated a purchase agreement with the Owners to purchase the Property from the Owners for \$1,295,000.00 ("**Purchase Agreement**"); and

WHEREAS, pursuant to the IGA, the Village must close on the purchase of the Property before the end of the year; and

WHEREAS, as a condition of closing on the purchase of the Property by the end of the year, the Owners have requested to enter a lease ("**Lease**") with the Village to continue to reside on the Property for an additional six months until they can purchase a new residence; and

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

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 PURCHASE AGREEMENT. The Village Council hereby approves the Purchase Agreement in substantially the same form as attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO PURCHASE PROPERTY. The Village Council hereby authorizes the purchase of the Property in accordance with the Purchase Agreement.

SECTION 4: APPROVAL OF LEASE. The Village Council hereby approves the Lease in substantially the same form as attached to the Purchase Agreement as Exhibit C, and in a final form to be approved by the Village Attorney.

SECTION 5: AUTHORIZATION TO EXECUTE PURCHASE AGREEMENT AND LEASE. The Village Council hereby authorizes and directs the Village President, Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Purchase Agreement, Lease, and any other documents necessary to effectuate the purchase of the Property pursuant to the Purchase Agreement; provided, however, that if the Village Clerk does not receive two executed copies of the final Purchase Agreement and Lease from the Owners within 30 days after the date of adoption of this Resolution, then this authority to execute and seal the final Purchase Agreement and Lease will, at the option of the Village Council, be null and void.

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

ADOPTED this 15th day of November, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
PURCHASE AGREEMENT

Real Estate Sale Contract

1. The Village of Winnetka ("Purchaser"), a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois agrees to purchase at a price of One Million Two Hundred Ninety-Five Thousand Dollars (\$1,295,000), on the terms set forth herein, the following described real estate in Cook County, Illinois: See Exhibit A which is attached to and made a part of this Contract, which is improved with a single family home and other improvements commonly known as 1205 Sunset Rd., Winnetka, Illinois 60093 (the "Property"), and with approximate lot dimensions of 171 X 275 feet, together with any personal property remaining on the Property as of the date of the Closing (as defined in paragraph 5).
2. Christian Crone and Jennifer Crone, ("Seller") husband and wife, agree to sell the Property and the personal property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser by a recordable warranty deed with release of homestead rights, and a proper bill of sale, subject only to: see attached Exhibits A and B, incorporated herein, and general taxes not yet due and payable and subsequent years subject to Seller's agreement to give to Purchaser a credit at Closing pursuant to paragraph 3 of the Conditions and Stipulations.
3. Purchaser will not pay earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus pro-rations, at the time of Closing.
4. The Purchaser's funds will be obtained through certain intergovernmental agreements with the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"). This Contract is subject to the condition that any responsibilities or obligations of the Purchaser under this Contract shall cease immediately, without penalty or payment being required in any year for which the MWRD fails to make an appropriation sufficient to pay such obligation, or in the event MWRD does not accept the covenants, conditions or restrictions of record against the Property. The Purchaser shall give the Seller notice of such termination for funding as soon as practical after the Purchaser becomes aware of the failure of funding or when the Purchaser is advised by one of its funders that the covenants, conditions or restricts of record against the Property are not accepted by MWRD. Seller's and Purchaser's obligations to perform shall cease upon notice by the Purchaser of lack of appropriated funds or failure of the MWRD to approve the covenants, conditions or restrictions of record against the Property. Purchaser is not obligated to proceed with this Contract if it does not receive the funds from the MWRD. It is the intent that all or a portion of the costs of this purchase may be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the MWRD.
5. The time of closing shall be on December 15, 2022 ("Closing") or earlier at Purchaser's request and as mutually agreed, at the office of Chicago Title Insurance Company ("Title Company") 500 Skokie Boulevard Suite 290, Northbrook, Illinois, provided title is shown to be good or is accepted by Purchaser.
6. Seller shall deliver possession to Purchaser at Closing.

7. Seller and Purchaser represent and warrant that they have not used a broker for this transaction.

8. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted, and with all major appliances, including but not limited to the heating and cooling equipment, electrical conduits and panels, water pipes and heaters, cabinetry, stove/oven, refrigerator, washer and dryer and doors as may be installed and present on the Property, at the date this Property was appraised by the Purchaser (June 24, 2022).

9. Seller agree that they will sign this Real Estate Sale Contract before the Purchaser as the Purchaser must obtain Village Council approval as addressed in Paragraph 11.

10. Seller warrants they have fee simple ownership and the authority to act under this Contract.

11. The Purchaser's obligation to proceed with this transaction is subject to the approval of this Contract by Village of Winnetka Village Council, approval by Purchaser's funder the MWRD of the Closing Documents defined below and the covenants, conditions or restrictions of record against the Property, and the Seller's completion and execution of the documents described below ("Closing Documents") and the placement into the Closing Escrow the Release of any and all mortgages, Trust Deeds, Assignments, or other liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing, and if required by the Title Company, the deposit into the Closing Escrow, the cancelled Note and Mortgage/Trust Deed or similar documentation used to secure Seller's payment of such lien or encumbrance and a recent boundary survey of the Property. If the survey is more than 6 months old then, subject to the Title Company's approval of a non-current survey, Seller will sign a Survey Affidavit approved by the Title Company in order for the Title Company to give extended coverage over general exceptions on its title policy. If a new survey is required then Purchaser will order and pay for the survey. The Purchaser will prepare or cause to be provided these Closing Documents and the Seller agrees to complete and sign the Closing Documents and to file online the transfer tax declarations at or before Closing:

Closing Documents: Warranty Deed to Village of Winnetka, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois as the Grantee, with Statement by Grantor and Grantee; Direction to Convey if title is held in a land trust, with a pay proceeds letter from the Land Trustee, a certified copy of the trust documents and confirmation by the Land Trustee re the authority of the Beneficiaries to proceed with this transaction; a recorded Scrivener's affidavit or re-recorded deed to Seller if required to correct the legal description; Affidavit of Title; Bill of Sale; Seller's Affidavit; Closing Statement with Tax Proration prepared by Purchaser; Settlement Statement prepared by Title Company; Declaration and Release; Escrow Instructions; Voluntary Participation Statement by Seller; W-9; FIRPTA; a lease in the form attached as Exhibit C; 1099 Solicitation; State and County Transfer Declaration as submitted on MY DEC website; Village of Winnetka Transfer forms and proof of water bill payment; any forms or documents required by the Title Company including but not limited to ALTA statement, GAP Undertaking, and a personal information affidavit, and any other documents required by Purchaser's funder MWRD.

12. The Purchaser will pay the cost of the title insurance and the closing costs except Seller will pay for payment of any mortgages or liens against the Property and any recording fees for the release of mortgage or other releases and any past due taxes or taxes that are due or the bill has been issued by or before Closing.

13. The Seller acknowledges that the Purchaser is acting under and bound by certain agreement with the Metropolitan Water Reclamation District of Greater Chicago for the purpose of the acquisition of real property to ensure public safety in relation to waterways within its corporate limits and the Seller is voluntarily executing this Real Estate Sale Contract. The parties agree this transaction is not the exercise of eminent domain by the Village of Winnetka.

14. Purchaser acknowledges and agrees that Seller may have a need to continue possession of, and reside in, the Property for a period of time after the Closing. Consequently, unless otherwise agreed to by the Seller, the Purchaser, as Landlord, and Seller, as Tenant, shall on or before Closing, enter into a lease for the Property in the form attached hereto as Exhibit C ("Lease"). During the Term of the Lease, the Purchaser shall not be obligated to make any capital improvements or repairs. Such tenancy shall terminate no later than June 30, 2022. At the termination of the Lease, the Seller may remove from the Property and retain as Seller's personal property all appliances, fixtures (but not plumbing fixtures), including, without limitation light fixtures, so long as the Property is not left with leaking water or exposed wires in a manner that could cause injury or fire.

This contract is subject to the Conditions and Stipulations set forth below, which Conditions and Stipulations are made a part of this contract.

Dated _____ (to be dated by the Purchaser)

Purchaser: Village of Winnetka, an Illinois municipal corporation

By: _____
Chris Rintz, Village President

Address: 510 Green Bay Rd 2nd Floor
Winnetka, IL 60093

Christian and Jennifer Crone

Seller: _____
Christian Crone

Seller: _____
Jennifer Crone

Address:

{00128201.3}

1205 Sunset Rd.
Winnetka, Il. 60093

CONDITIONS AND STIPULATIONS

1. Purchaser shall order and Seller shall deliver or cause to be delivered to Purchaser, not less than fifteen (15) days prior to the time of Closing, a title commitment for an owner's title insurance policy with extended coverage over general exceptions, issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the title exceptions set forth above, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller will so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). Seller also shall furnish Purchaser an affidavit in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (a) and (b) unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below. All back taxes including any interest and penalties will be paid by the Seller prior to Closing.

2. If the title commitment or survey discloses unpermitted exceptions or encroachments, Seller shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the commitment or survey or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or encroachments, and, in such event, the time of closing shall be thirty-five (35) days after delivery of the commitment or survey or the time specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within ten (10) days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further actions of the parties. Notwithstanding the foregoing, Purchaser has the right to approve the title company's endorsement over such exception/encroachment or to terminate the Contract.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable for the 2022 taxes that will not become due until 2023 shall be adjusted on the basis of one hundred fifteen percent (115%) of the most recent ascertainable full tax year and prorated to December 31, 2022; and the amount of the 2023 taxes not then ascertainable for the 2023 taxes that will not become due until 2024 shall be adjusted on the basis of one hundred fifteen percent (115%) of the most recent ascertainable full tax year and prorated until the end of the term of the Lease (as defined in Section 14 of the Real Estate Contract (collectively "Tax Credit"). If the first installment tax bill for a year has been issued, Seller will still credit Purchaser with the Tax Credit and the first installment tax bill will be paid and credited against the Tax Credit. Seller agrees that if the tax year 2022 does not have the homeowner exemption, ("Exemptions") formerly applied against the tax bill that the tax credit allowed to the Purchaser will add back to the credit the last available Exemptions or, if available the current Exemption amounts. Seller agrees that they will maintain all exemptions under the Illinois tax laws

for all years they have owned the Property and Seller will pay to Village of Winnetka (i) any increased taxes or any penalties assessed against the Property because of Seller's failure to maintain such exemptions, and (ii) all costs of collection or other expenses incurred by the Village of Winnetka, including but not limited to reasonable attorney fees, because of the increase in taxes. **This provision survives delivery of the deed and the Closing.**

The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: same as above

Seller will be current, as of the Closing date, in payment of all Real Estate taxes then due and payable; Homeowner's Association Fees and charges, if any. The parties agree, if applicable, to prorate the regular assessment for the month of closing.

All pro-rations are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser.

4. It is expected that this transaction will be exempt from any stamp tax imposed by state law, Cook County or local ordinance because it is a transfer to a governmental body. It is Seller's responsibility to take the necessary steps to furnish and file completed Real Estate Transfer Declarations for State; County and local governments, signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois or appropriate ordinance and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local or Cook County ordinance with regard to a transfer or transaction tax.

5. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

6. If this contract is terminated and if the termination is caused by the Seller's fault, then Seller shall reimburse Purchaser for Purchaser's expenses.

7. This sale shall be closed through an escrow with Chicago Title Insurance Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title Insurance Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract shall be deposited in the escrow. The cost of the escrow shall be paid by Purchaser.

8. Time is of the essence of this contract.

9. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

10. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act. In the event

that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

11. Seller represents that they are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

12. The Village of Winnetka shall be the coordinator of this transaction from the offer documents given to the Seller to the closing. Copy of all correspondence shall be sent to the Village of Winnetka and its counsel as the coordinator of this transaction:

to:

Village of Winnetka
510 Green Bay Rd 2nd Floor
Winnetka, IL 60093
Email: _____

Benjamin L. Schuster Esq.
Elrod Friedman LLP
325 N LaSalle St Suite 450
Chicago IL, 60654
Email: Benjamin.Schuster@ElrodFriedman.com

13. Within thirty (30) days of the approval of this Real Estate Sale Contract (as executed by Seller), by the Village Council, the Purchaser may obtain, at Purchaser's sole cost and expense, a Phase I Environmental Analysis of the Property ("Phase 1 Report"). Within ten (10) days after receiving the Phase 1 Report, the Purchaser shall provide Seller with the report. If the Phase I Report reveals a condition or conditions on the Property which, in Purchaser's sole discretion, create(s) an environmental risk, Purchaser shall have the option of conducting a Phase II environmental analysis report ("Phase II Report") to determine the extent and risk associated with the environmental condition. The cost of the Phase II Report shall be paid by Purchaser. All such subsequent environmental tests must, however, be concluded within sixty (60) days following receipt of the Phase 1 Report, weather permitting. Purchaser shall have the option of: 1) closing the transaction without regard to any environmental condition and without requiring any action on the part of Seller or, 2) granting the Seller sixty (60) days within which to remediate the environmental condition identified by Purchaser's analysis. If Seller either cannot remediate the environmental condition within sixty (60) days, or elects not to remediate the environmental condition, Purchaser may elect to terminate this Real Estate Sale Contract.

EXHIBIT A

Legal Description is subject to correction upon receipt of title commitment and survey.

Property

Legal Description:

LOTS 10 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 8 IN VERNAMO, A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED OCTOBER 30, 1891 IN BOOK 54 OF PLATS PAGE 13 AS DOCUMENT 1560706, TOGETHER WITH THAT PORTION OF THE VACATED 13.0 FEET OF ALLEY LYING WEST OF AND ADJOINING IN SAID LOTS 10 [SHOULD SAY "TO" OR "THROUGH"] 20, BOTH INCLUSIVE, INCLUDING ALSO THAT PART OF THE VACATED WEST HALF (33 FEET) OF EUCLID AVENUE LYING EAST OF AND ADJOINING SAID LOT 10 TO 20, BOTH INCLUSIVE, IN BLOCK 8 IN AFORESAID VERNAMO SUBDIVISION IN THE VILLAGE OF WINNETKA, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1205 Sunset Road, Winnetka, Illinois 60093

PIN: 05-20-308-066-0000

SUBJECT TO REAL ESTATE TAXES NOT YET DUE AND PAYABLE

INSERT RESTRICTIONS OF RECORD.

Note that the Purchaser's acceptance of these restrictions of record is conditioned upon the receipt of readable copies of these documents by the Purchaser and approval by the Purchaser's funders, including but not limited to the MWRD, of these covenants, conditions or restrictions of record against the Property.

EXHIBIT B
DEED RESTRICTIONS
to be provided by the MWRD for restrictions after Purchaser takes title
Purchaser will insert at later date

EXHIBIT C
LEASE

**LEASE AGREEMENT
FOR
1205 SUNSET ROAD, WINNETKA, ILLINOIS**

1. **PARTIES.** This Lease, dated _____, 2022, for reference purposes only, is made by and between the **VILLAGE OF Winnetka**, 510 Green Bay Road, IL 60093 (herein called "Landlord") and **CHRISTIAN CRONE** and **JENNIFER CRONE** (herein called "Tenant").

2. **LEASED PREMISES.** Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, upon all of the conditions set forth herein, the "Leased Premises", consisting of the property commonly known as 1205 Sunset Road, Winnetka, Illinois and the single-family home ("Building") located thereon.

3. **TERM.** The term of this Lease shall commence upon the Date of Closing ("Commencement Date"), as such term is defined in that certain Real Estate Sales Agreement dated _____, 2022 ("Sales Agreement") between Landlord, as Purchaser, and Tenant, as Seller ("Date of Closing"), and continue through and including June 30, 2022; provided, however, Tenant shall have the right, but not the obligation, upon 15 days prior written notice to Landlord, to reduce the term of this Lease, such notice to state, at a minimum, the earlier termination date.

4. **RENT/OPERATING EXPENSES.** This tenancy shall be rent-free to Tenant, provided, however, that during the term hereof, and except as otherwise specifically set forth herein, Tenant shall be responsible for the payment of all operating expenses for the Leased Premises including without limitation, casualty insurance, sewer, water, electric and other utilities, and all costs related to repairs or maintenance of the Leased Premises.

5. **USE/COMPLIANCE.** The Leased Premises shall be used solely for the purpose as a residence from the Tenant and Tenant's family, and no other uses. During the term of the Lease, Landlord shall not take any affirmative action unless required by applicable law which would prohibit Tenant's use, operation or occupancy of the Leased Premises. Tenant agrees that it shall continue to maintain the condition on the Leased Premises and the Building, including all landscaping on the Leased Premises, and the same condition as of the Date of Closing, reasonable wear and tear accepted.

Tenant shall, at Tenant's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, restrictions and requirements in effect during the term or any part of the term hereof regulating the use by Tenant of the Leased Premises, including the requirements of all policies of public liability, fire and other policies of insurance.

6. **SURRENDER.** On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Leased Premises to Landlord in substantially the same condition as on the Commencement Date, ordinary wear and tear and damage caused by accidental fire or other casualty excepted. Tenant shall remove all personal property by the last day of the term. Unless otherwise agreed to in writing by Landlord, any such fixtures, furnishings, personal property and equipment which remain within the Leased Premises following the termination of this Lease shall be deemed abandoned by Tenant and shall be the exclusive property of Landlord.

7. **FUTURE ALTERATIONS, ADDITIONS/LIENS.** Tenant shall not, without on each occasion first obtaining Landlord's prior written consent, such consent not to be unreasonably withheld, make or permit to be made any structural alterations, improvements or additions to the Leased Premises, except that Tenant may, without the consent of Landlord but with prior notice to Landlord, make non-structural alterations and improvements to the interior of the Leased Premises provided that: (i) they do not impair the operation or value of the building; and (ii) Tenant shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any mechanics' liens upon the Leased Premises, the Building, or the land and shall remove, as hereafter provided, any such lien imposed thereon. Except as may be expressed to the contrary as part of Landlord's consent thereto, all structural alterations, improvements and additions, except for non-structural alterations and improvements as aforesaid, made or installed on the Leased Premises by or on behalf of Tenant, shall immediately, upon completion or installation thereof, be and become part of the Leased Premises and the property of Landlord without payment therefore by Landlord, and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease. Whenever Tenant, under the terms of this Lease, is required or permitted to make repairs or alterations to the Leased Premises, it is understood and agreed that Tenant shall first give written notice thereof to Landlord and Landlord shall, at its option, have the right to inspect such work and to approve the materials to be used and the method of construction adopted; provided, however, that Landlord shall have no liability as a result of such inspection or approval.

If any mechanics' or other liens or order for the payment of money shall be filed against the Leased Premises or the Building of which the same forms a part by reason of or arising out of any labor or material furnished

or alleged to have been furnished or to be furnished to or for Tenant at the Leased Premises, then Tenant shall cause the same to be cancelled and discharged of record, by bond or otherwise as allowed by law at the expense of Tenant, within 30 days after the filing thereof, and shall also defend on behalf of Landlord at Tenant's sole cost and expense, any actions, suits, or proceedings which may be brought thereon or for the enforcement of such lien(s), or order(s), and Tenant shall pay any damages and satisfy and discharge any judgment entered therein. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with costs and allowances. Any amount so paid by Landlord and all reasonable costs and expenses incurred by Landlord in connection therewith, from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

8. MAINTENANCE AND REPAIRS.

8.1 TENANT'S INSPECTION; LEASED PREMISES RENTED "AS-IS". TENANT OWNED AND RESIDED ON THE LEASED PREMISES IMMEDIATELY PRECEDING THE TERM OF THIS LEASE. THEREFORE, TENANT HAS INSPECTED THE LEASED PREMISES AND BUILDING, AND IS SATISFIED WITH ITS GENERAL CONDITION AND APPEARANCE. TENANT ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS, PROMISES OR OTHER UNDERTAKINGS BY LANDLORD, OR ANY AGENT OF LANDLORD, MADE TO INDUCE TENANT TO ENTER INTO THIS LEASE. TENANT ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AND BUILDING SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS.

8.2 TENANT'S OBLIGATIONS. Tenant shall, during the term of this Lease at Tenant's sole cost and expense, maintain and repair the Leased Premises and the exterior and interior of the Leased Premises, its doorways, windows and walls, HVAC, plumbing, electrical systems, floor coverings and all other portions of the Leased Premises and keep the same in as good a condition as of the Date of Closing, reasonable wear and tear and damages caused by accidental fire or other casualty excepted.

8.3 LANDLORD'S OBLIGATIONS. LANDLORD SHALL HAVE NO RESPONSIBILITY OR OBLIGATION, DURING THE TERM OF THIS LEASE, TO KEEP IN GOOD ORDER, CONDITION AND REPAIR ANY PORTION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE BUILDING, THE FLOOR STRUCTURE, ROOF, GUTTERS, STRUCTURAL SUPPORTS AND EXTERIOR WALLS OF THE BUILDING OF WHICH THE LEASED PREMISES FORMS A PART, OR MAINTAIN OR BE RESPONSIBLE FOR ANY AND ALL MAINTENANCE AND REPAIRS OF PLUMBING AND UTILITY TIE-INS INSTALLED FOR THE GENERAL SUPPLY OF WATER, NATURAL GAS, AIR CONDITIONING, VENTILATION AND ELECTRICITY. TO THE CONTRARY, TENANT SHALL REMAIN OBLIGATED TO PERFORM ALL SUCH REPAIRS AS IT DEEMS NECESSARY TO THE EXTENT SUCH CONDITIONS EFFECT THE OCCUPANCY OF THE LEASED PREMISES BY TENANT.

8.4 LANDLORD REPAIR RESERVATION. If Tenant shall be in default in the performance of any of Tenant's obligations hereunder, Landlord may (but shall not be obligated to do so), in addition to any other rights Landlord may have hereunder or in law or equity, after giving Tenant written notice of such default and after failure by Tenant within fifteen (15) business days of the receipt of said notice to correct or diligently pursue correction of said default (which notice and/or opportunity to cure shall not be required in case of emergency) cure such default on behalf of Tenant, and Tenant shall reimburse Landlord for any sums paid or costs incurred by Landlord in curing such default, which sums and costs shall be deemed additional rent payable hereunder.

8.5 CAPITAL REPAIRS. WITHOUT LIMITING ANYTHING IN THIS LEASE TO THE CONTRARY, LANDLORD SHALL IN NO EVENT BE REQUIRED TO MAKE ANY CAPITAL REPAIR. However, in the event a capital repair is required by law to be made, then Landlord shall have the right to terminate this Lease upon 15 days' notice, provided Tenant shall have the right to nullify such termination by delivering written notice to Landlord within five days after receipt of such termination notice, which notice shall state that Tenant agrees, at Tenant's sole cost and expense, to undertake and complete such capital repair.

9. INSURANCE.

9.1 TENANT'S OBLIGATIONS. Tenant agrees that It will at all times during the term hereof, at Tenant's sole cost and expense, carry and maintain, for the benefit of Landlord, Landlord's agents, Tenant and Tenant's agents, general liability insurance against claims for bodily injury and property damage, in, on or about the

Leased Premises. Such insurance shall afford protection in such amounts as Landlord may, from time to time, require, but not less than \$2,000,000.00 with respect to any one occurrence causing bodily injury or property damage. All such insurance shall be procured from a responsible insurance company or companies having an AM. Best's rating of A-VII or better and authorized to do business in the State where the Leased Premises is located. All such policies shall provide that the same may not be cancelled or altered except upon 30 days prior written notice to Landlord and shall specifically name Landlord as an additional insured on the general liability policy with respect to Tenant's sole negligence. Tenant shall be solely responsible for insuring its own fixtures, attachments, and personal property. Landlord shall not be responsible for the loss of any of Tenant's personal property on the Leased Premises.

9.2 INTENTIONALLY OMITTED.

9.3 WAIVER OF SUBROGATION. Tenant hereby waives any and all rights of recovery against the Landlord, or against the officers, employees, agents and representatives of the Landlord, for loss of or damage to Tenant or its property or the property of others under its control. Tenant will cause their insurers to issue appropriate waiver of subrogation endorsements to all policies of insurance carried in connection with the Building or the Leased Premises or the contents of either of them. This provision survives termination of this Lease.

10. **UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection, and other utilities and services supplied to the Leased Premises, together with any taxes thereon, for use during the term of the Lease, even if the bills for such utilities are received after the end of the term. During the term hereof, all utilities shall be in the name of Tenant.

11. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign nor sublet the Leased Premises, or any portion thereof, without Landlord's consent. In no event shall any such assignment approved by Landlord relieve Tenant of its obligations hereunder.

12. DEFAULT: REMEDIES.

12.1 DEFAULT BY TENANT. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- (i) The failure by Tenant to make any payment required to be made by Tenant hereunder, as and when due where such failure shall continue for a period of ten (10) days after written notice by or on behalf of Landlord to Tenant; and
- (ii) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of fifteen (15) business days after written notice thereof from Landlord to Tenant, provided, however, in the event such failure cannot be cured within said fifteen (15) business day period, Tenant shall not be deemed to be in default if Tenant commenced such cure within said fifteen (15) business day period and thereafter diligently pursues such cure to completion.

12.2 REMEDIES. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with notice and demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, pursue any one or more of the following remedies:

- (i) Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Tenant shall after notice and demand surrender possession of the Leased Premises to Landlord.
- (ii) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Illinois.

12.3 DEFAULT BY LANDLORD. Landlord shall be in default if Landlord fails in the observance or performance of any of the Landlord's covenants, conditions, agreements or obligations contained in this Lease and such failure continues for a period of fifteen (15) business days after the date on which Tenant gives written notice to Landlord specifying said default; provided, however in the event such failure cannot be cured within said fifteen (15) business day period, Landlord shall not be deemed to be in default if Landlord commenced such cure within said fifteen (15) business day period and thereafter diligently pursues such cure to completion.

12.4 ATTORNEYS' FEES. If the Landlord brings an action to enforce the terms hereof or declare rights hereunder, it shall be entitled to its reasonable attorneys' fees to be paid by the Tenant as fixed by the court if it prevails on any of its claims.

13. **INTENTIONALLY OMITTED.**

14. **LIMITATION OF LIABILITY.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE LEASED PREMISES. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE LEASED PREMISES FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. LANDLORD SHALL NOT BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY.

15. **GENERAL PROVISIONS.**

15.1 SEVERABILITY. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

15.2 CAPTIONS. Article and paragraph captions are not a part hereof and are provided only for convenience.

15.3 INCORPORATION OF PRIOR AGREEMENT; AMENDMENTS. This Lease contains all agreements of the parties with respect to any matters by the parties hereto mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

15.4 HOLDING OVER. IF TENANT REMAINS IN POSSESSION OF THE LEASED PREMISES OR ANY PART THEREOF AFTER THE EXPIRATION OF THE TERM HEREOF WITH THE EXPRESS WRITTEN CONSENT OF LANDLORD, SUCH OCCUPANCY SHALL BE A TENANCY FROM MONTH-TO-MONTH, AND UPON ALL THE TERMS HEREOF APPLICABLE TO A TENANT AT SUFFERANCE (INCLUDING THE OBLIGATION OF TENANT TO CONTINUE TO MAKE THE ADDITIONAL PAYMENTS OWED BY TENANT AS OTHERWISE SET FORTH IN THIS LEASE). TENANT ACKNOWLEDGES AND UNDERSTANDS THAT LANDLORD IS PLANNING TO ENGAGE IN SIGNIFICANT STORMWATER INFRASTRUCTURE PROJECT ON THE LEASED PREMISES AND THE PROJECT IS SCHEDULED TO BEGIN IMMEDIATELY FOLLOWING THE END OF THE TERM, AND THE DAMAGES TO LANDLORD AND THE PUBLIC FOR ANY DELAY IN THE PROJECT WOULD BE SIGNIFICANT AND DIFFICULT TO CALCULATE. THEREFORE, TENANT ACKNOWLEDGES AND AGREES THAT BASE RENT SHALL BE DUE AT AN AMOUNT EQUAL TO \$25,000 PER MONTH WHICH SHALL BE DUE AND PAYABLE ON THE FIRST DAY OF EACH MONTH UNTIL SUCH HOLDOVER ENDS.

15.5 CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

15.6 BINDING EFFECT; CHOICE OF LAW. This Lease shall bind the parties, their personal representatives, agents, successors in title, transferees, successors and assigns. This Lease shall be governed by the laws of the State of Illinois.

15.7 LANDLORD'S ACCESS. Tenant shall permit reasonable access to the Leased Premises and Building to Landlord, and any of Landlord's invitees, agents, or contractors, in accordance with local statutes and ordinances, upon receiving two days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Landlord shall have immediate access to the Leased Premises and Building in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require such access. Landlord shall give Tenant notice of such entry within two days after such entry.

15.8 INTENTIONALLY OMITTED.

15.9 USE OF GOOD FAITH EFFORTS. Wherever in this Lease either party is required to exercise its judgment or discretion, each party agrees to use good faith and reasonableness in such exercise.

15.10 INTENTIONALLY OMITTED.

15.11 SECURITY DEPOSIT. No security deposit shall be required.

15.12 INDEMNIFICATION. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, damages, expenses or liability arising from

- (a) any breach or default of Tenant under this Lease, or
- (b) any injury to person or property occurring on the Leased Premises, during the term of this Lease, occasioned wholly or in part due to any act or omission of Tenant, Tenant's agents, contractors, or employees.

This Section survives termination of this Lease.

16. **SUBORDINATION AND NON-DISTURBANCE.** This Lease, if requested by Landlord, shall be subject and subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the Leased Premises or the property of which said Leased Premises are a part; provided, that each such mortgage, deed of trust or other encumbrance provides, or the holder of any such mortgage, deed of trust or other encumbrance agrees by separate instrument in recordable form, that so long as Tenant is not in default hereunder, Tenant's possession will not be disturbed by foreclosure. Tenant agrees to execute any factual instrument which may be deemed reasonably necessary or desirable by the Landlord to further effect the subordination of this Lease to any such mortgage, deed of trust or other encumbrance.

17. **QUIET ENJOYMENT.** Tenant's right to quiet enjoyment of the Leased Premises during the term hereof shall not be disturbed in any respect by Landlord or his successors, transferees, mortgagees and assigns if Tenant is not in default, and so long as Tenant shall pay the Base Rent and observe and perform all of the covenants and provisions of this Lease, unless this Lease or Tenant's right to possession is otherwise terminated pursuant to its terms.

18. **NOTICES.** All notices and other communications related to this Agreement shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

LANDLORD: Village of Winnetka

510 Green Bay Road
Winnetka, Illinois 60093
Attn: Robert M. Bahan, Village Manager
rbahan@winnetka.org

with a copy to:

Elrod Friedman LLP
325 N LaSalle Street, Suite 450
Chicago, IL 60654
Attn: Peter M. Friedman
peter.friedman@elrodfriedman.com

TENANT:

Christian and Jennifer Crone
1205 Sunset Road
Winnetka, IL 60093
Telephone: (847) 784-0095
E-mail: chris@cronest.net

with a copy to:

The Law Office of David Meek, LLC
513 Central Ave., Suite 400
Highland Park, IL 60035
E-mail: david@beckergurian.com

19. **REAL ESTATE TAXES.** Landlord shall be responsible for paying any tax bills for real estate taxes and assessments applicable to the Leased Premises levied by a governmental entity.

20. **DESTRUCTION/DAMAGE.** In case of damage to the Leased Premises by fire or other casualty, Tenant shall promptly notify Landlord, and Tenant, at its sole cost and expense, shall repair the damage, subject to the following provisions:

- a. Tenant shall have the right to terminate this Lease and all unaccrued obligations of the parties hereto, by sending written notice of such termination to Landlord within fifteen (15) business days of Tenant's knowledge of such damage, the notice to specify, at a minimum, a termination date no less than fifteen (15) days after its transmission; or
- b. in the event Tenant does not deliver a termination notice pursuant to the preceding subparagraph, then, Tenant shall promptly commence repair and complete same with due diligence, subject to force majeure. During such repairs, Tenant's obligations under this Lease shall remain in full force and effect.

21. **COUNTERPARTS.** This Lease may be signed in counterparts all of which shall be deemed originals and together shall constitute one and the same document.

WITNESS the execution hereof in two or more counterparts and under seal the day and year first above written.

LANDLORD:

TENANT:

VILLAGE OF WINNETKA

CHRISTIAN CRONE

BY: _____
Title: Village Manager

BY: _____

TENANT:

JENNIFER CRONE

BY: _____