



Village of Winnetka

Village Council Regular Meeting

December 6, 2022 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. December 13, 2022 Study Session
 - b. 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 28, 2022 Budget Review Meeting
 - ii. November 15, 2022 Regular Meeting
 - b. Approval of Warrant List Dated November 11, 2022 - November 24, 2022
 - c. Ordinance No. MC-01-2022: Update Unincorporated Areas Fire Service Fees (Adoption)
 - d. Ordinance No. MC-03-2022: Liquor Code Update (Adoption)
 - e. Property Tax Levy and Abatement Ordinances
 - i. Ordinance No. M-15-2022: 2022 Tax Levy (Adoption)
 - ii. Ordinance No. M-16-2022: 2022 Tax Abatement GO Refunding Bonds, Series 2020 (Adoption)
 - f. Resolution No. R-112-2022: Purchase of Two Dump Trucks (Adoption)
 - g. Adoption of: FY 2023 Village Budget
 - i. Resolution No. R-115-2022: Village Budget Resolution (Adoption)
 - ii. Resolution No. R-116-2022: General Fees (Adoption)
 - iii. Resolution No. R-117-2022: Utility Rates & Fees (Adoption)
 - h. Resolution No. R-118-2022: Annual GIS Service Provider Agreement (Adoption)
 - i. Resolution No. R-119-2022: Approving Contract with the Okonite Company for the Purchase of 15kV Underground Cable (Adoption)

- j. Resolution No. R-120-2022: Approving Contract with Wesco Distribution Inc. for the Purchase of 600 Volt Underground Cable (Adoption)
- k. Resolution No. R-121-2022: Approving Contract with Core & Main LP for the Purchase of Water Meters (Adoption)
- l. Resolution No. R-122-2022: Landfill Monitoring Wells Change Order (Adoption)
- m. Resolution No. R-123-2022: Approving an Outdoor Dining Agreement with Hometown Coffee (Adoption)
- n. Resolution No. R-124-2022: Prescient Contract Renewal (Adoption)
- o. Resolution No. R-125-2022: Purchase of Leaf Vacuum Machine - Public Works (Adoption)
- p. Resolution No. R-126-2022: Certificate of Appropriateness - 93 Green Bay Road Site Improvements (Adoption)
- q. Resolution No. R-130-2022: Approving Change Order No. 1 to the Contract with the Progress Group, Inc. for Services Related to Repair of the Unit #4 Rotor and Generator (Adoption)

8. Ordinances and Resolutions

- a. Resolution No. R-127-2022: 195, 203 - 209 Sheridan Road Plat of Consolidation (Adoption)
- b. Resolution No. R-128-2022: Tree Removal Contract - Hibbard Stormwater Project (Adoption)
- c. Resolution No. R-129-2022: Approving a Change Order - DiMeo Contract Tree Removal (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 VIRTUAL MEETING
October 28, 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 Friday, October 28, 2022, at 8:30 AM.

- 1) Call to Order. President Rintz called the meeting to order at 8:30 AM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Andrew Cripe, Tina Dalman, Robert Dearborn, Kim Handler and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Community Development Director David Schoon, Village Engineer Jim Bernahl, Assistant Village Engineer Emily Grimm, Finance Director Tim Sloth, Assistant Finance Director Tony Vasquez, Accounting Manager Dell Duckworth, Fire Chief John Ripka, Chief of Police Marc Hornstein, Director of Public Works Gio McLean, Public Works Analyst Diana Puga, Director of Water & Electric Brian Keys, Assistant Director of Water & Electric Nick Narhi and no persons in the audience.
- 2) Comments.
 - a) President Rintz indicates the importance of Council upholding the revitalization of Winnetka's unique and successful business districts, states that while the property tax levy is projected to increase, President Rintz commends the slight increase at \$92, commends the exceeding services of staff to the community, and emphasizes the importance of the Village's financials.
 - b) Village Manager Rob Bahan confirms that the budget is balanced across all major funds, sustains high level services to residents, adheres to the budget policies and practices, provides transparency to taxpayers and the Village Council, and sustains key Council priorities. Village Manager Rob Bahan thanks staff for their professionalism and exceptional work.
- 3) Budget Review Topic (2023 budget document previously distributed):
 - a) Finance Director Tim Sloth informs Council and staff that he will be providing an overview of the budget including key policy initiatives, tax levy, and the capital improvement plan before turning it over to the department heads for their presentations. Prior to developing the budget, staff had to take into account the current economic environment that has since significantly improved after pandemic-related downturns. When considering the 2023 budget, Mr. Sloth states the considerations that were needed to be attentive towards included the continued uncertainty, persistent inflation, unfunded mandates, ensuring that the budget assumes realistic revenue estimates, and continued monitoring of the economic landscape and that if the economy does falter, the Finance Department will be ready to implement revised financial plans.

Mr. Sloth reviews a summary of the budget/financial policies including the operating expenditures, home rule, utility rates, operating expenses, and ensures commitment to making 100% of statutory contributions for public safety pensions capital, budget

amendments, and fund balance/net asset policy. Tim Sloth informs Council of the 2023 proposed budget key initiatives and policy issues related to the proposed property tax indicating that it is under PTELL tax cap limits, utility funding, capital budgets for the stormwater, business district revitalization fund, electric fund, and addresses aging and improved infrastructure.

Mr. Sloth informs Council of the 2023 general fund revenues and key revenue changes in comparison to last years 2022 budget, provides information pertaining to the property tax extension limitation law indicating the existing taxpayer increase at 2.85% - \$92 per year, and indicates the 5-year capital improvement plan and spendings, and capital initiatives.

Trustee Dearborn discusses matters pertaining to the property tax levy increase and commends the work of staff.

b) Public Affairs / Village Manager's Office.

Kristin Kazenas, Assistant Village Manager, thanks Council for the opportunity to present the Public Affairs and VMO budget. With the Public Affairs Department primarily focusing on Village wide support and Village Council initiatives, the VMO also provides departmental specific operations specific to administration, communications, economic development, and human resources. Ms. Kazenas reviews the 2022 accomplishments including the stormwater groundbreaking, 2022 Farmer's Market, and support provided for local businesses.

Ms. Kazenas reviews various key budget items for public affairs, communications, economic development, and human resources.

c) Finance Department.

Assistant Finance Director Tony Vasquez reviews the consistency of the Finance Departments staffing and informs Council of the departmental functions including financial management practices, safeguarding Village financial and technological assets, IT practices and cybersecurity, continuously improving on the financial strength, maintaining maximum transparency, and providing financial direction and support to other departments.

Mr. Vasquez states the Finance Department accomplishments including applying for \$14.6 million in grants, GFOA Awards, completed audit with an unqualified audit opinion and a clean management letter, completion of Popular Annual Financial Report, continued enhancement of cybersecurity initiatives, comprehensive rate analysis and financial planning, and continued support for bidding related services.

Tony Vasquez informs Council of the various 2023 goals and objectives include seeking grant opportunities, safeguarding the Village's financials, preparing and managing the 2024 annual budget and 2022 annual audit, winning the PAFR award, providing financial analysis to utility funding, and striving to continue winning GFOA budget and audit awards.

Mr. Vasquez indicates the 2023 new budget initiatives including the advanced meter reading project, providing information related to budget matters and the new system improvements.

Council discusses matters related to the general fund, finance operations, and consideration of partnering with governing taxing bodies.

d) Water & Electric.

Water & Electric Director Brian Keys presents the department overview indicating that key responsibilities consist of providing residents and businesses within Winnetka with various services including adequate power supplies, improving infrastructure, and providing uninterrupted service.

Water & Electric accomplishments include substantial completion of the Northfield Substation expansion project, performing preventative maintenance, installation of 31 electric service connections, replacement of underground cables, responding to generation dispatch requests from wholesale power provider, and responding to electrical interruptions.

Brian Keys briefs Council on the goals and objectives for 2023 consisting of the automated metering infrastructure project, installation of new service connections, preventative maintenance programs and repairs to minimize forced outages, completion of generating equipment projects, reconfiguration of circuit configurations at Northfield Substation, and design improvements to Circuit B.

Mr. Keys provides information pertaining to the Water & Electric 2023 key budget items including the electric fund budget matters related to revenue and expenses, capital plan and fund balance, average rate adjustments, operating expenses related to purchase power, consulting services, maintenance programs, the electric plant, and street lighting and traffic signals. Brian Keys discusses financial matters related to the capital plan.

Council discusses policy direction and budget components pertaining to the advanced meter reading project, general fund expenditures, and resident rate increases due to labor surges.

Water Fund.

Water & Electric Assistant Director Nick Narhi states that primary functions of the Water & Electric Department consist of supplying potable water for the health and safety of the Winnetka and Northfield residents and is responsible for the installation and repair of the water distribution system.

Mr. Narhi lists the major 2022 accomplishments including preventative maintenance on the water distribution system, completing preventative maintenance work at the Water Plant, completing water service connections, responding to water main breaks, completing water main replacement projects.

The key goals for 2023 include adhering to regulatory requirements, installations of new service connections, preventative maintenance programs for water system reliability, adhering to long-term capital plan, and investing in maintenance and improvements of the Water Plant. Mr. Narhi informs Council of the 2023 key budget items of the proposed 2023 anticipated projects and continued services.

Council discusses lead service line replacement matters, Village water rates, solar plant impacts, water distribution and supply, and budget related matters pertaining to upcoming projects.

e) Fire Department.

Fire Chief John Ripka reviews staffing within the Fire Department, welcoming Public Safety Analyst, Stephanie Wells. Chief Ripka confirms that emergency responses have been consistent ranging from 2,200-2,400 calls per year, however, a slight drop in 2020 was observed due to the ongoing pandemic.

Mr. Ripka reviews accomplishments including the renewal of the Kenilworth Fire Services Agreement, updated BFPC rules, new hires, implementing joint water rescue response intergovernmental agreements with Wilmette and Evanston, new vehicle purchase, completion of training and certifications, management of COVID related matters for Village employees, and establishing a new rate for Fire Inspectional Services.

Chief Ripka indicates the 2023 goals and objectives including vehicle replacement, generating a promotional list, complete advanced life support training for staff, and complete the phase 3 training tower repair and maintenance program.

Chief Ripka informs Council of the 2023 revenue estimates, capital projects, and the 5-year capital improvement plan,

Council discusses budget matters related to staffing and purchases.

Council commends the work of the Fire Department.

f) Community Development.

Community Development Director David Schoon briefs Council on the department's functions, staffing, and outside contractors that aid in the services provided.

David Schoon informs Council of the Community Development Departments accomplishments regarding streetscape improvements, comprehensive plan visioning, redevelopment of the One Winnetka site, 93 Green Bay Road site improvements, and board and commission support.

Mr. Schoon briefs Council on the 2023 budgeted expenditures. Mr. Schoon covers the building permit revenue comparisons and projections for the 2023 fiscal year.

Council discusses outside vendors contracted by the Village and budget related matters and costs pertaining to Village provided services and Village projects.

Business District Revitalization Fund.

Projects for 2023 include: Engineering design work for Phase V of the Streetscape (East Elm Street); Construction of Phase V (West Elm Street), Design concept of Hubbard Woods streetscape project, finalizing the concept plan for the Post Office site, 93 Green Bay Road site improvements, EV charging stations in municipal lots, and streetscape planter replacement.

Mr. Schoon reviews the proposed five-year capital improvement plan and confirms the proposed general fund transfer to cover anticipated expenses.

Council discusses Village funds, reimbursements, financial matters related to ongoing Village projects and department preparation and cost related matters for Village projects.

g) Police Department.

Police Chief Marc Hornstein reviews the departments organizational chart and staffing levels.

Chief Hornstein states the 2022 accomplishments including the HVAC system replacement, approval of the automated license plate reader contract, implementation of the Walk Your Bike campaign, and the departments participation in a regional work group addressing gasoline-powered leaf blowers, promotions within both sworn and civilian roles, continued partnership with schools to enhance safety and security, and successful results in felony investigations.

The Police Department 2023 goals include continuing HVAC replacement, expanding the public safety camera system, installation of the automated license plate readers, establish a wellness program, and purchase body-worn cameras.

Chief Hornstein informs Council of the 2023 key budget items including the HVAC upgrades, vehicle replacement, equipment purchases, and public safety camera enhancements.

Council discusses budget matters related to anticipated Police Department purchases, department charges, employment and staffing, and upcoming safety implementations.

h) Public Works Department.

Public Works Director Gio McLean indicates the primary responsibilities of the Public Works Department consisting of operational needs of refuse collection and disposal, roadway and right-of-way maintenance including snow removal, operation maintenance of the stormwater drainage system and sewer drainage system, public facilities maintenance, and fleet services.

Mr. McLean briefs Council regarding the 2022 accomplishments consisting of maintenance of the Village's infrastructure, department purchases enhancing services provided, annual leaf collection, implantation of mobile data collection, Village bell tower repairs, parking structure maintenance, and pilot project snow melting equipment.

Mr. McLean additionally states that the 2023 goals and objectives include maintaining Village streets, sidewalks and alleys, and maintaining public facilities and landscaping.

Public Works Gio McLean briefs Council on the capital equipment replacement and the Public Works financial summary consisting of salaries and benefits, services and supplies, operating expenses, capital outlay, and total department expenses.

Council discusses service charges, equipment and maintenance expenses, Village provided services, and department related expenses.

Refuse Fund and Internal Services Fund.

Assistant Public Works Director Erik Jensen states that the refuse fund is an enterprise fund, confirming that it is entirely funded through user fees and not through a portion of the property tax levy.

Mr. Jensen briefs Council on the refuse fund overview consisting of residential and commercial services, special refuse collections, and annual Spring clean-up.

Key 2022 accomplishments include continued back-door pick-up services, continued transition to curbside pick-up, recycling collection programs, completion of Spring clean-up program, coordinating groundwater sampling for the closed landfill with an environmental consulting firm, negotiated recycling services contract extension, implemented composting program.

Key 2023 goals and objectives consist of transitioning the residential collection program to a 5-day collection program, transitioning the commercial refuse collection program to private haulers, and continuing to educate residents about refuse and recycling, and partnering with SWANCC.

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

Mr. Jensen indicates the current residential refuse fees and the proposed route for the five day refuse collection schedule,

Fleet Internal Services Fund.

Assistant Public Works Director Erik Jensen states that the primary expenses for the fleet internal services fund come from maintenance and fuel expenses.

Mr. Jensen indicates that the fleet internal services fund is for maintaining motorized equipment owned by the Village, preventative maintenance, and repairs.

Key 2022 accomplishments include the completion of 2,810 vehicle service tickets, purchase of a new leaf vacuum and front end loader, implemented vehicle replacement scoring model, and awarded fuel purchasing contract.

Key 2023 goals and objectives consist of continued equipment and vehicle repair and preventative maintenance, preparing bidding specifications and replacement of a dump truck and pickup truck, purchase of a replacement leaf vacuum, and certification for staff to improve in-house maintenance and repair capabilities.

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

Council discusses replacement vehicle processes, repair and maintenance expenses, and Village provided services including utilizing SWANCC services.

Sanitary Sewer Fund.

Public Works Director Gio McLean indicates that the sanitary sewer fund is an enterprise fund responsible for the operation and maintenance of the Village's sanitary sewer system.

Key 2022 accomplishments include a sewer main relining program, high and medium repairs, continued annual video and cleaning maintenance programs, locating and eliminating cross connections that allow cross-contamination to storm sewers, providing assistance and guidance to property owners.

Key 2023 goals and objectives include performing annual cleaning and video inspection maintenance program, performing root intrusion foaming program, continue providing assistance and guidance to property owners regarding infiltration/inflow and basement

sewers, continue priority repairs, and the continuation of the annual sewer relining program.

Gio McLean briefs Council on the sewer rate comparison to neighboring municipalities and discusses the sanitary sewer fund financial summary consisting of revenue, expenses, operating income and expense detail, as well as overall fund expenses. Mr. McLean indicates the projected fund balance related to the sanitary sewer fund.

Council discusses replacement and maintenance programs within the Village to improve infrastructure,

Stormwater Fund.

Public Works Director Gio McLean indicates that the stormwater fund is an enterprise fund responsible for the operation and maintenance of the Village's stormwater system.

Key 2022 accomplishments include continued annual cleaning and video inspection, storm sewer repairs and maintenance, and deployment of auxiliary equipment,

Key 2023 goals and objectives include maintenance operations of stormwater system, maintenance of ditches, and continue to support the Engineering department with the stormwater master plan.

Engineering Director Jim Bernahl briefs Council regarding the five-year stormwater overview consisting of anticipated Village projects.

Finance Director Tim Sloth briefs Council regarding the stormwater projects funding plan.

Council discusses various grants, and concerns regarding floodplains.

Tim Sloth discusses the stormwater fund financial summary consisting of revenue, expenses, operating income and expense detail, and overall fund expenses.

Council discusses contingency related to stormwater funds and overall budget matters for fiscal year 2023.

i) Engineering Department.

Engineering Director Jim Bernahl reviews the departments organizational chart and staffing levels.

Mr. Bernahl briefs Council on the department overviews consisting of project management oversight, preparation of engineering plans and specifications, supervising inspection of public improvements and private construction projects, execute and manage annual construction programs, seeking grant funding, responding to resident inquiries, managing the Village's GIS program, and overseeing the Village Forestry Division.

Key 2022 accomplishments include the Willow stormwater storage project, streetscape, street rehab, sidewalk improvement program, improving public parking areas, landscape improvements, and various accomplishments regarding stormwater.

Key 2023 stormwater goals and objectives include the completion of the first phase of stormwater improvements, advancements regarding the Crow Island Storage project, continue work for the West and Southwest Winnetka Stormwater Management

Conveyance projects, obtaining grant funding, and the continuation of design work for the proposed stormwater improvements.

Mr. Bernahl also indicates the key 2023 goals and objectives for the Engineering Department consisting of advancing the 2023 street rehabilitation program, completing the Elm Street Streetscape phase 5 and Water Main project, obtaining state and regulatory permits, and continue work towards the enhancement of landscaping in the business districts.

Jim Bernahl briefs Council regarding the 2023 budget total, cost projections pertaining to the street rehabilitation program in conjunction with the Water & Electric Department, and the overall financial summary consisting of operating expenses and capital outlay.

Motor Fuel Tax Fund.

Jim Bernahl states that the MFT is used to improve roads, bridges, and sidewalks within the Village, and are designated to pay for transportation-related capital improvements. While there were no 2022 projects scheduled, staff is anticipating to begin design work regarding the Willow Road Improvement project and to complete the final payment to the state for the Oak and Cherry Bridget project.

Mr. Bernahl briefs Council on the financial summary consisting of revenue, expenses, operating income and overall fund expenses.

4) Public Comment.

- a) Elijah, Winnetka resident, addresses Council regarding budget matters pertaining to the Green Bay Trail and consideration of Village maintenance and upkeep of the trail.

5) Adjournment. Trustee Dearborn, seconded by Trustee Dalman, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 4:26 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
November 15, 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 15, 2022, at 7:00 PM.

- 1) Call to Order. President Pro Tem Andy Cripe 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, Kim Handler, and John Swierk. Absent: President Chris Rintz. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Assistant Village Engineer Emily Grimm, Police Chief Marc Hornstein, Finance Director Tim Sloth, and approximately 3 persons in the audience.
- 2) Pledge of Allegiance. Trustee Apatoff led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) December 6, 2022 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Dalman who stated that she will not be in attendance.
 - b) December 13, 2022 Study Session All of the Council members present said they expect to attend.
 - c) December 20, 2022 Regular Meeting All of the Council members present said they expect to attend.

Trustee Handler enters 7:03pm.

- 4) Public Comment. None.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Apatoff commends the work of Village staff and the Women's Night Out event at Towne & Oak.
 - ii) Trustee Handler commends Economic Development Coordinator Liz Dechant and the Chamber of Commerce for their work and believes that the Women's Night Out at Towne & Oak was a wonderful event.
 - iii) Trustee Cripe attended the Environmental and Forestry Commission meeting, where Lakeshore Recycling led a presentation and Q&A session.
 - b) Attorney. None.

- c) Manager.
 - i) Village Manager Rob Bahan confirms that the Forest Preserve District of Cook County approved the Stormwater Project Intergovernmental Agreement.
- d) Village President. None.
- 6) Approval of the Agenda. Trustee Dalman, seconded by Trustee Swierk, moved to approve the Agenda. By voice vote, the motion carried.
- 7) Consent Agenda
 - a) 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 in the amount of \$2,451,964.50.
 - 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: Authorizing to Use Motor Tax Fuel 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)

Trustee Dalman, seconded by Trustee Apatoff, 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.
 - a) Public Hearing – FY 2023 Village Budget

President Pro Tem Cripe opened the Public Hearing at 7:10 PM.

Finance Director Tim Sloth confirms that the Village Budget must be adopted before the commencement of the fiscal year and will be posted on the Village website and available at the Library and Village Hall. The public hearing notice was advertised in the December 3rd edition of the Winnetka Talk.

During the October 28th Village Council Budget Review meeting, Council made several expenditure adjustments avoiding an increase in the property tax levy for the ninth consecutive year. Tim Sloth confirms that the Village Budget is balanced and operating expenditures are fully funded by operating revenues, confirming there is no reliance on fund balance or one-time revenue resources.

No public comment.

President Pro Tem Cripe closed the Public Hearing at 7:13 PM.

Council commends Village staff on their work on the FY 2023 Village budget.

- i. Resolution No. R-115-2022: Village Budget Resolution (Public Hearing and Introduction)
Trustee Dearborn, seconded by Trustee Apatoff, moved to introduce Resolution No. R-115-2022. By voice vote, the motion carried.
 - ii. Resolution No. R-116-2022: General Fees (Introduction)
Finance Director Tim Sloth confirms there are no changes in fees to existing services provided for Village residents and incorporated businesses.
Trustee Dalman, seconded by Trustee Apatoff, moved to introduce Resolution No. R-116-2022. By voice vote, the motion carried.
 - iii. Resolution No. R-117-2022: Utility Rate & Fees (Introduction)
Finance Director Tim Sloth indicates the rate increases of the electric, water, and refuse utilities. There are no additional proposed rate increases for other utility funds.
Council discusses projected utility rates related to water main and lead service line replacements, rate studies, and grant funding opportunities.
Trustee Dalman, seconded by Trustee Apatoff, moved to introduce Resolution No. R-117-2022. By voice vote, the motion carried.
- b) Property Tax Levy and Abatement Ordinances
- i. Ordinance No. M-15-2022: 2022 Tax Levy (Introduction)
Finance Director Tim Sloth indicates the total property tax levy proposed is \$15,309,260, confirming that the Village portion of a typical homeowners' property tax bill will remain unchanged. Proceeds from property taxes account for over 50% of the General Fund and contribute to both of the Village's Public Safety Funds.
Tim Sloth confirms that the Village continues to adhere and exceed the requirements of the property tax cap.
Trustee Apatoff, seconded by Trustee Dearborn, moved to introduce Ordinance No. M-15-2022. By voice vote, the motion carried.
 - ii. Ordinance No. M-16-2022: 2022 Tax Abatement GO Refunding Bonds – Series 2020 (Introduction)
Finance Director Tim Sloth confirms that the Village is abating the property tax for the 6.0 Refunding Bonds – Series 2020.
Trustee Dalman, seconded by Trustee Apatoff, moved to introduce Ordinance No. M-16-2022. By voice vote, the motion carried.
- c) Ordinance No. MC-01-2022: Update Unincorporated Areas Fire Service Fees (Introduction)
Finance Director Tim Sloth confirms that the Village provides Fire services for the unincorporated areas of Woodley Road and Indian Hill Road. A monthly service fee is

charged as part of the resident's monthly water bill. Mr. Sloth confirms that the fee will be increased from \$1311.64 To \$1377.22, or 5%, annually.

Trustee Dalman, seconded by Trustee Apatoff, moved to introduce Resolution No. MC-01-2022. By voice vote, the motion carried.

d) Ordinance No. MC-03-2022: Liquor Code Update (Introduction)

Police Chief Marc Hornstein confirms Brittany's Butters & Gourmet Bakery is interested in a Class A-4 liquor license in order to serve wine to customers during reservation only cooking demonstrations.

The Village Attorney has prepared a proposed amendment to update the liquor license class allowing bakeries to obtain such a license.

Council discusses hours of operation and various business models that may apply for the Class A liquor license.

Trustee Handler, seconded by Trustee Apatoff, moved to introduce Ordinance MC-03-2022. By voice vote, the motion carried.

e) Resolution No. R-69-2022: 1205 Sunset Contract for Purchase (Adoption)

Assistant Village Engineer Emily Grimm confirms that Village presented a formal offer to the homeowners at 1205 Sunset and have prepared a final contract acceptable to both parties. Ms. Grimm briefs Council on the contract terms including a leaseback to the homeowners until June 2023. The Village's plans to demolish the property to continue work as part of the Crow Island Stormwater Project.

Council discusses MWRD grant related matters, leaseback terms, and insurance policy measures.

While unable to attend the Council meeting, President Rintz extended his personal thanks to the Crones family.

Trustee Swierk, seconded by Trustee Dalman, moved to adopt Resolution No. R-69-2022. By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session for the Purpose of Discussing Probable or Pending Litigation Pursuant to Section 2(c)(11) of the Open Meetings Act and Personnel Pursuant to Section 2(c)(1) of the Open Meetings.

Trustee Dearborn, seconded by Trustee Dalman, moved to adjourn to Closed Session for the Purpose of Discussing Probable or Pending Litigation Pursuant to Section 2(c)(11) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None.

The Council adjourned into Closed Session at 7:41 p.m.

13) Adjournment. The Closed Session meeting ended at 8:41 p.m.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated November 11, 2022 - November 24, 2022

PRESENTER: Robert M. Bahan

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List dated November 11, 2022 - November 24, 2022

RECOMMENDATION:

Consider approving the Warrant List Dated November 11, 2022 - November 24, 2022

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Ordinance No. MC-01-2022: Update Unincorporated Areas Fire Service Fees (Adoption)

PRESENTER: John Ripka, Tim Sloth

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

November 15, 2022 - Introduction

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.

At the November 15, 2022 regular meeting, Ordinance No. MC-03-2022 was introduced, discussed, and considered by the Council.

RECOMMENDATION:

Consider adoption of 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.~~ **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.~~ **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.~~ **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 6th day of December, 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

December 6, 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 (Adoption)

PRESENTER: Marc Hornstein

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

November 15, 2022 - Introduction

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 butters 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.

At the November 15, 2022 regular meeting, Ordinance No. MC-03-2022 was introduced, discussed, and considered by the Council.

RECOMMENDATION:

Consider adoption 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 Class A-4 Liquor License

**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.~~

December 6, 2022

MC-03-2022

PASSED this 6 day of December, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of December, 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: December 6, 2022

{00129129.1} **Additions are bold and double-underlined;** ~~deletions are struck through.~~

December 6, 2022

MC-03-2022



Agenda Item Executive Summary

TITLE: Ordinance No. M-15-2022: 2022 Tax Levy (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 6, 2022

CONSENT: Yes

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:

Consider adoption 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 6 day of December, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 15, 2022

Adopted:

December 6, 2022

M-15-2022



Agenda Item Executive Summary

TITLE: Ordinance No. M-16-2022: 2022 Tax Abatement GO Refunding Bonds, Series 2020 (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 6, 2022

CONSENT: Yes

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 therefore an additional tax levy for this purpose is not necessary.

EXECUTIVE SUMMARY:

The Village issued General Obligation bonds in the amount of \$9.0 million in 2013 and \$7.5 million in 2014 to fund stormwater improvements. These bonds were refunded and replaced by the Series 2020 bonds (\$12,035,000) with the intention of the Village abating the property tax levy each year on these bonds and paying the principal and interest from stormwater utility fees collected by the Village. There are adequate funds on hand to allow for the abatement of the property tax levy for 2022 related to these General Obligation bond issues.

RECOMMENDATION:

Consider adoption 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 6 day of December, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 15, 2022

Adopted: _____

December 6, 2022

M-16-2022



Agenda Item Executive Summary

TITLE: Resolution No. R-112-2022: Purchase of Two Dump Trucks (Adoption)

PRESENTER: Giovanni McLean, Brian Keys

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The 2022 Water Fund contained funding in the amount of \$95,000 for the replacement of a 2004 dump truck. Due to supply chain issues, there was a limited amount of truck chassis available and staff was unable to secure a replacement vehicle under a governmental or cooperative contract. This vehicle was incorporated in the 2023 Water Fund Budget:

Water & Electric FY2023 Budget: Proposed two trucks

Public Works FY2023 Budget: Proposed one truck

EXECUTIVE SUMMARY:

The Public Works and Water & Electric Department five year capital plans propose the replacement of three Ford F-550 dump trucks. The first dump truck, a 2004 Ford F-550, was scheduled to be replaced by the Water Fund in 2022, but due to limited truck availability the purchase was delayed to CY2023. In the FY2023 Budget, the Water & Electric Department also budgeted for the replacement of a second dump truck, a 2004 Ford F-550. The third dump truck, a 2007 Ford F-550 dump truck is scheduled to be replaced by the Public Work Department in CY2023. The proposed replacement vehicles are 2023 Ford F-550 4x4 trucks with similar equipment consistent with existing trucks of the two operating departments.

These vehicles exceed each Departments' replacement plan based on age, physical condition and/or operational hours of the equipment. Staff has confirmed that Ford manufacturing company has released chassis reservations for the CY2023 production of the Ford F-550 dump truck chassis on November 14th. Due to the limited availability and production line restrictions, the exterior color of the truck cabs will only be available in white. Staff has no concerns with white cab color not being consistent with the existing fleet, as the trucks will be outfitted per the Village's specifications and decals. Considering limited availability of chassis reservations and to ensure the vehicles are replaced in CY2023, staff is seeking council's approval for a contract award for the purchase of two dump trucks.

Staff is proposing to utilize pricing available through a Sourcewell Contract formerly known as National Joint Powers Alliance (NJPA), Contract No. 080818-VCM. This is a joint purchasing consortium that solicits goods and services for state and local governments. The Village has taken advantage of competitive pricing through this program previously for equipment purchases.

Lindco Equipment Sales Inc. submitted a quote under the Sourcewell contract for two replacement 2023 Ford F-550 Dump Trucks for a combined price of \$258,870.

Quote 221082, First vehicle, Water & Electric FY2022 replacement for a price of \$123,711.

Quote 221081, Second vehicle, Public Works FY2023 replacement for a price of \$135,159.

Staff confirmed that the equipment proposal meets the requirements of the Village's operational needs and will be equipped with the necessary accessories to support operational needs.

Based on the purchase cost and potential chassis cost escalation. Water & Electric Department is proposing to replace one dump truck and re-budget for the second dump truck in CY2024.

Lindco has provided a firm price for the manufacturing and assembly of the dump trucks with the exception of the chassis. The quotes contains the current price for the specified Ford chassis. Lindco cannot provide a firm quote on the chassis as there may be an additional cost increase from the original equipment manufacturer (OEM) when the chassis are delivered to their facility in 2023. With the assistance of the Village Attorney, an agreement has been developed to address this potential. Any increase in the chassis cost will be directly added to the final cost of the dump trucks, with no additional markup added by Lindco. All other costs for the manufacture of the dump trucks with a estimated 2023 delivery date will remain fixed. The agreement also contains provisions that allow the Village to cancel the contract without penalty in the event there is unacceptable escalation in the chassis cost.

The FY2023 Water Fund Budget and Electric Fund Budget contains funding in the amount of \$190,000 (account #'s: 520.60.01-630 & 500.40.01-630). The 2023 budget contemplated the replacement of two dump trucks. Based on the actual cost of the vehicles and potential chassis cost escalation, the Water & Electric Department is proposing to defer one truck until 2024 for the purposes of budget adherence.

The FY2023 Public Works Fund Budget contains funding in the amount of \$125,000 (account #100.30.01-625). Based on the actual cost of the vehicle and potential chassis escalation, the Public Works Department is proposing to utilize the budget offset of \$10,700 from leaf vacuum purchase which came in under budget.

Staff proposes to seek approval from the Council to dispose of the existing vehicles through a separate council action at a later date. The vehicles will remain in service until the replacement vehicles are received and placed into service.

RECOMMENDATION:

Consider adopting Resolution No. R-112-2022, awarding a purchase of two 2023 Ford F-550 Dump Trucks under the Sourcewell Contract No. 080818-VCM. from Lindco Equipment Sales, Inc in an amount not to exceed \$258,870.

ATTACHMENTS:

1. Resolution No. R-112-2022: Waving Competitive Bidding and Approving the Purchase of Two Dump Trucks from Lindco Equipment Sales
2. Linco Agreement and Quote for Purchase of Trucks

RESOLUTION NO. R-112-2022

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING
THE PURCHASE OF TWO DUMP TRUCKS FROM
LINDCO EQUIPMENT SALES, 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 Public Works and Water & Electric Departments, in their Capital Improvement Plans, have identified the need to purchase two custom-manufactured Ford F550 dump Trucks with hydraulic dump boxes for delivery in 2023 ("**Trucks**"); 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 trucks and making difficult to formally seek bids for the Trucks; and

WHEREAS, in order to secure delivery in 2023, Lindco Equipment Sales, Inc. ("**Lindco**") has offered to manufacture and deliver the Trucks, 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 Lindco for the purchase and manufacture of the Trucks;

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 Trucks.

SECTION 3. APPROVAL OF PURCHASE. The Village Council hereby approves the Contract with Lindco 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 Lindco; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Lindco 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 6th day of December, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

**AGREEMENT FOR PURCHASE AND MANUFACTURE
OF FORD F550 DUMP TRUCKS**

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

RECITALS:

WHEREAS, the Village seeks to purchase two custom-manufactured Ford F550 dump Trucks (“**Trucks**”) consisting of the hydraulic dump boxes 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 Trucks 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 Trucks immediately in order to assure delivery of the Trucks in 2023; 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 Trucks.**

A. Services. The Vendor agrees to source the component parts of, manufacture, and deliver the Trucks 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 (“**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 Trucks to the Village in accordance with the Specifications, including all components parts of the Trucks listed in the Quote (collectively, “**Components**”) whether produced by Vendor or third-party manufacturer.

- (2) Insurance. Procure and furnish all 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 Trucks 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 Trucks, 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 December 31, 2023 ("**Delivery Date**"), at the Delivery Address ("**Delivery**"), provided that Village produces all additions or changes to the Trucks 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 Trucks elsewhere and hold Vendor accountable. If the Delivery Date cannot be met, Vendor agrees to advise the Village in writing of the earliest possible date of Delivery. The Vendor bears all risk of loss, injury, or destruction of the Trucks until Acceptance by the Village, as defined in this Agreement. No loss, injury, or destruction of the Trucks will release Vendor from any obligations hereunder.

E. Inspection; Testing; Acceptance; Rejection. The Village may inspect the Trucks and any stage of production and after completion, before and after Delivery. If after inspecting the Trucks 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 Trucks ("**Acceptance**"). If after inspecting the Trucks following Delivery the Village determines, in its sole judgment, that any part of the Trucks 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 Trucks, (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. Price. The Vendor will deliver the Trucks to the Village in accordance with the price for the Trucks to be determined as follows (the “**Agreement Price**”):

- (1) The price for all labor and Components incorporated into Trucks other than the chassis (collectively, the “**Vendor Components**”) shall be the lesser of: (i) the pricing set forth for the Vendor Components in the contract between Vendor and Sourcewell, a Minnesota local government entity and public agency (“**Sourcewell**”), in place at the time the Trucks are delivered to the Village; or (ii) the prices for the Vendor Components set forth in Sourcewell contract between Vendor and Sourcewell dated October 26, 2022.
- (2) The price for the chassis incorporated into the final Trucks shall be the direct cost that the Vendor paid to the manufacturer of the chassis (“**Third-Party Price**”). This price is subject to de-escalation or escalation.
- (3) The Agreement Price is firm and is not subject to additional escalation or change except as expressly set forth in this Section 2 without the prior written consent of the Village.
- (2) The Village is not subject to State or local sales, use, and excise taxes. No taxes are included in the Agreement Price and the Vendor waives and releases all claims or rights to claim any additional compensation by reason of the payment of any tax.
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Trucks are included in the Agreement Price.

B. Notice of Price. The Parties recognize that due to the long lead time required to place the order for the Trucks, Vendor cannot provide a firm quote for the Trucks at the time of execution of this Agreement. Therefore, and notwithstanding any other provision in this Agreement to the contrary, upon receiving the price for chassis, Vendor shall provide written notice to the Village (the “**Notice of Price**”) of the final Agreement Price, which Agreement Price Vendor shall hold firm for no less than 30 days after receipt of the Notice of Price by the Village. Within 30 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.

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 Trucks 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 within six months of 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.

B. If the Vendor does not affect Delivery of the Trucks by the Delivery Date and the Village terminates the Agreement after December 31, 2023, the Village will not be required to 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.

6. Insurance.

The Vendor must acquire and maintain, until delivery and Village acceptance of the Trucks, 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.

7. Vendor's Representations and Warranties.

A. Truck Warranty. The Vendor warrants that the Trucks 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. Vendor's standard limited warranty for all Vendor-supplied Components which make up the Trucks and their 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 Trucks, (c) if the Trucks have 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 Trucks 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 Trucks 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 Trucks.

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: Lindco Equipment Sales , Inc.
Attn: Gary Lindesmith
2168 East 88th Street
Merrillville, IN 46410
Email: glindesmith@lindco-usa.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 Trucks; nor any information or data supplied by the Village; nor any payment for or acceptance, possession, or use of the Trucks; 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 be 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:
LINDCO EQUIPMENT SALES, INC.

By: 
Printed name: GARY D. LINDESMITH
Title: BRANCH OPERATIONS & SALES MANAGER

EXHIBIT A

Quote

[see attached pages]



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 221081

Quote Date: Oct 26, 2022

Page: 1

Viking-Cives #080818-VCM

Quoted To:

Winnetka, Village of
510 Green Bay Rd.
Winnetka, IL 60093
USA

TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requested.
- > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		SOURCEWELL CONTRACT: CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 080818-VCM CONTRACT MATURITY DATE: 10/29/2022 CONTRACT NUMBERS: NJ2500 SOURCEWELL MEMBER: MEMBER NUMBER: 30947 MEMBER: Village of Winnetka CONTACT: Andy Malkowski PHONE: 847-417-2468 E-MAIL: AMalkowski@winnetka.org TERMS OF QUOTE: ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote. TERMS ONCE QUOTE BECOMES A SALES ORDER:		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



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Page: 2

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		Due to the supply chains issues the following applies. * Any increases during the terms of the sales order, such as surcharges, material increases and freight increases will be added to the sales order. * Customer will be notified of these increase during the process for their approval or cancellation of the order. ESTIMATED DELIVERY TIME FRAME: * Allow approximately 300-400 days for chassis to be in stock at Lindco after receiving your purchase order. * Allow approximately 200 days for all equipment to be in stock at Lindco after receiving your purchase order. * Allow approximately 90-120 Days to complete units, once all equipment and chassis are in stock at Lindco. ***Based on supply chain issues all of the above estimated time frames are subject to change.*** SUMMARY OF QUOTE:		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Page: 3

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00		F550 Regular Cab Plow Truck		

		SOURCEWELL TOTAL PRICE:		

		Truck & Equipment per below items mounted and fully operational.	135,159.00	135,159.00

		CHASSIS:		
1.00		2023 Ford F550 Regular Cab		
		* 4 X 4		
		* 169" Wheelbase		
		* 84" CA		
		* DRW XL		
		* 99T 6.7L diesel		
		* 41H Engine block heater		
		* 473 Snow plow prep package		
		* 531 Trailer tow package		
		* PTO Diesel engine		
		* 90L Power equipment group		
		* Painted White		
		* Four (2) Keys		
		* X8L Limited slip differential		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Page: 4

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	SDYB-9-SS-1520-WIN	* 68M 19,500 lb payload capacity * Vinyl floor * AS03 Bucket seats with console * 18B Platform running boards DUMP BODY: Duraclass 9', 2/3 yd. Super Yardbird, 3/16" AR400 Floor, 201 stainless bal., 16" sides, 22" TG, crossmemberless, 1/4" integral cabshield, 1520 hoist less hyd. DIMENSIONS: * 9' long * 84" wide I.D. * 96" wide O.D. * 16" high sides (2.7 yards) * 22" high tailgate (3.5 yards) MATERIALS: * 10 gauge stainless steel 201 2B sides and ends * 3/16" AR400 floor UNDERSTRUCTURE: * Crossmemberless * 3/16" high tensile steel, fabricated trapzoid fully boxed longmembers * 8" tall longmembers		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Page: 5

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		CAB SHIELD * 1/4 integral cab shield * Slotted window * Enclosed cab shield with access panels * (6) ovals in front of cab shield * (6) ovals in rear of cab shield * (1) oval in each side SIDES: * Front corner post * Fold down side on curbside * Solid side on driver side * 10.25" wide rear corner post TAILGATE: * Single panel tailgate * Manual release lower tailgate hardware * Double acting tailgate with chains REAR CORNER POST: * One (1) oval in each corner post LIGHTS: * LED light installation kit HOIST: *Duraclass 1520 subframe scissor hoist * 7 tons capacity * Double acting (power up-power down)		
		Subtotal		Continued
		Sales Tax		Continued
		TOTAL		Continued

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Page: 6

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		BEHIND CAB SADDLE TOOL BOX:		
1.00	LU824624.UAS	RC Industries saddle box. diamond bright aluminum, 82" x 46" x 24".		
1.00	RC051	RC spring mount kit.		
		FENDERS AND MUDDLAPS:		
1.00	MIN1900B	Minimizer Single Axle Fender Set, Black Poly, 19.5" Wheels		
1.00	B100BTPA	Minimizer Black Plastic Bolt-On Bracket Kit		
1.00	MD2430	DuraGuard 3/8" HD 24" x 30" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)		
2.00	MFBH2375A-SS	Lindco Mud Flap 90 Degree Mounting Plate-Stainless Steel (Each)		
2.00	MFW2375-SS	Lindco Mud Flap Bolting Plate-Stainless Steel (Each)		
		HYDRAULICS:		
		PTO & PUMP:		
1.00	CPTO 210FMMFP-B4AD	Chelsea PTO for 2020 & Up F250-F600 Ford Diesel 4x4		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Page: 7

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	CPTO CGP-P11A087-5AP	Certified Power Gear Pump		
		RESERVOIR:		
1.00	RESE MTCA3202000005	Certified Power one ton, one function		
		PVG32 for dump hoist w/spreader, SS		
		ServiceGuard tank.		
1.00	HBV125	Buyers 1-1/4" Ball Valve - Full Flow		
30.00	Hydraulic Oil	Hydraulic Oil		
		DUMP CONTROLS:		
1.00	ELCO SRSP-K15	Certified Power Switch		
1.00	ELCA GREEN-LENS-HOIS	Certified Power Lens, green lens - hoist		
		SPREADER CONTROL:		
1.00	ELCA F22Spreader	Certified Power Freedom 2.2 spreader		
		control		
1.00	ELCA SG07010468-003	Certified Power Freedom 2, mounting		
		bracket, ram mount		
		HARNESSES:		
1.00	ELCA SG07050722-002	Certified Power MFE ST/ST BPM 5 meter		
1.00	ELCA SG07050730-003	Certified Power Brad Harrison TPE cable		
1.00	ELCA SG07050644	Certified Power Harness, MIC 4P Male		
		Splitter 2 Amp JR		
1.00	ELCA SG07070374	Certified Power bulkhead pass thru, mic 5P		
		TPE.		
1.00	ELCA SG07050689	Certified Power harness, MIC MFE 22AWG,		
		3P 1M		
2.00	ELCA SG07070361	Certified Power internal thread cap, M12		
2.00	ELCA SG07070360	Certified Power internal thread cap, M12		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	ELCA SG07051073-AVL	5pin Certified Power F21-F22 main harness for AVL.		
2.00	8-049 304W/FJX-72"	STAINLESS STEEL TUBES FOR SPREADER: Mid-State 1/2"x6' 304 S/S Line with fittings		
4.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing		
1.00	12-065 304W/FJX-72"	Mid-State 3/4"x6' 304 S/S Line with fittings		
2.00	A3-19-A	PCI HD Series Clamps for 3/4" tubing		
1.00		Hydraulic Adaptors and Fittings		
1.00		Hydraulic Hoses		
4.00	H4F4-S	SPREADER QUICK COUPLERS: Dixon 1/2" male stainless steel nipple		
4.00	4HF4-S	Dixon 1/2" female stainless steel coupler		
8.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug		
		PLOW:		
1.00	9 Ultra Pro Plus	Western 9' Pro Plus snowplow w/Ultra Mounting System * Standard electric hydraulics * Handheld control * Plow lights * Snow Deflector * Plow markers		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 221081

Quote Date: Oct 26, 2022

Page: 9

Viking-Cives #080818-VCM

Quoted To:

Winnetka, Village of
510 Green Bay Rd.
Winnetka, IL 60093
USA

TERMS & CONDITIONS OF QUOTE

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		SPREADER:		
1.00	00002-463-02	Swenson SADS stainless steel tailgate spreader w/poly spinner, direct drive, 6" auger, quick detaching HW, TG shields.		
1.00		Sensor auger motor		
		PINTLE HITCH:		
500.00	Misc.	Lindco 5/8" pintle plate with reinforcement		
2.00	B38W	Buyers 1/2" drop forged D-ring w/weld on bracket 3-1/2" x 3-3/8" O.D.		
1.00	BH82516	Buyers 2-5/16" Ball Combo Pintle Hitch		
1.00	593083	Velvac 7-Way Pin Type Socket		
1.00	5621720	Buyers S/S ID Light Bar w/ 9 LEDs		
1.00	60321	Grote license lamp w/stainless steel bracket.		
		LIGHTING AND ELECTRICAL:		
		JUNCTION BOX:		
1.00	PH-310	Phoenix 10-Pole Junction Box		
		MASTER CIRCUIT BREAKER:		
1.00	175-S0-080-2	Chief 80 amp high amp circuit breaker.		
		BODY UP LIGHT AND SWITCH:		
1.00	B95W	Buyers Dump Body Up Indicator		
1.00	0800850	Imperial LED indicator light - red		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

25% Restock Fee on All Cancelled and Returned Orders



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Page: 10

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	510	BACK UP ALARM: Ecco back-up alarm, 97 dB, 12 VDC.		
6.00	SL65A0	CAB SHIELD LIGHTS: Buyers LED amber oval strobe light with rubber grommet * Installed in front of cab shield		
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet * (1) installed on each side of cab shield		
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet * Installed in rear of cab shield		
2.00	LB383 SST	REAR CORNER POST LIGHTS: Buyers Heavy Duty Steel Truck Lamp Cabinet, Single light style, continuous welded, stainless steel.		
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet		
2.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED)		
1.00	MWL-19	SPREADER LIGHTS: Maxxima LED clear work light * Installed under body on driver side		
		PAINT & UNDERCOAT:		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



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Page: 11

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist & Subframe to black		
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch		
1.00	Under Coat	Under coat dump body 8-10' body		
1.00	PAINT-MISCEL	Paint Miscel		
		MISCELLANEOUS, FREIGHT, INSTALLATION:		
1,297.50	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.		
2,487.80	FREIGHT	FREIGHT		
130.00	INSTALLATION	Lindco-Cives Installation Labor Hours		
			Subtotal	135,159.00
			Sales Tax	
			TOTAL	135,159.00

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QUOTATION

Quote Number: 221082-Revised

Quote Date: Oct 26, 2022

Page: 1

Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		SOURCEWELL CONTRACT: CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 080818-VCM CONTRACT MATURITY DATE: 10/29/2022 CONTRACT NUMBERS: NJ2500 SOURCEWELL MEMBER: MEMBER NUMBER: 30947 MEMBER: Village of Winnetka CONTACT: Andy Malkowski PHONE: 847-417-2468 E-MAIL: AMalkowski@winnetka.org TERMS OF QUOTE: ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote. TERMS ONCE QUOTE BECOMES A SALES ORDER:		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



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Quote Number: 221082-Revised

Quote Date: Oct 26, 2022

Page: 2

Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		Due to the supply chains issues the following applies. * Any increases during the terms of the sales order, such as surcharges, material increases and freight increases will be added to the sales order. * Customer will be notified of these increase during the process for their approval or cancellation of the order. ESTIMATED DELIVERY TIME FRAME: * Allow approximately 300-400 days for chassis to be in stock at Lindco after receiving your purchase order. * Allow approximately 200 days for all equipment to be in stock at Lindco after receiving your purchase order. * Allow approximately 90-120 Days to complete units, once all equipment and chassis are in stock at Lindco. ***Based on supply chain issues all of the above estimated time frames are subject to change.*** SUMMARY OF QUOTE:		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



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Quote Date: Oct 26, 2022

Page: 3

Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00		F550 Regular Cab Plow Truck		

		SOURCEWELL TOTAL PRICE:		

		Truck & Equipment per below items mounted and fully operational.	123,711.00	123,711.00

		CHASSIS:		
1.00		2023 Ford F550 Regular Cab		
		* 4 X 4		
		* 145" Wheelbase		
		* 60" CA		
		* DRW XL		
		* 99T 6.7L diesel		
		* 41H Engine block heater		
		* 473 Snow plow prep package		
		* 531 Trailer tow package		
		* PTO Diesel engine		
		* 90L Power equipment group		
		* Painted White		
		* Two (2) Keys		
		* X8L Limited slip differential		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

25% Restock Fee on All Cancelled and Returned Orders



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Quote Number: 221082-Revised

Quote Date: Oct 26, 2022

Page: 4

Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	SDYB-9-SS-1520-WIN	* 68M 19.500 lb payload capacity * Vinyl floor * AS03 Bucket seats with console * 18B Running boards DUMP BODY: Duraclass 9', 2/3 yd. Super Yardbird, 3/16" AR400 Floor, 201 stainless bal., 16" sides, 22" TG, crossmemberless, 1/4" integral cabshield, 1520 hoist less hyd. DIMENSIONS: * 9' long * 84" wide I.D. * 96" wide O.D. * 16" high sides (2.7 yards) * 22" high tailgate (3.5 yards) MATERIALS: * 10 gauge stainless steel 201 2B sides and ends * 3/16" AR400 floor UNDERSTRUCTURE: * Crossmemberless * 3/16" high tensile steel, fabricated trapzoid fully boxed longmembers * 8" tall longmembers		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

25% Restock Fee on All Cancelled and Returned Orders



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Quote Number: 221082-Revised

Quote Date: Oct 26, 2022

Page: 5

Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		CAB SHIELD * 1/4 integral cab shield * Slotted window * Enclosed cab shield with access panels * (6) ovals in front of cab shield * (6) ovals in rear of cab shield * (1) oval in each side SIDES: * Front corner post * Fold down side on curbside * Solid side on driver side * 10.25" wide rear corner post TAILGATE: * Single panel tailgate * Manual release lower tailgate hardware * Double acting tailgate with chains REAR CORNER POST: * One (1) oval in each corner post LIGHTS: * LED light installation kit HOIST: *Duraclass 1520 subframe scissor hoist * 7 tons capacity * Double acting (power up-power down)		
		Subtotal		Continued
		Sales Tax		Continued
		TOTAL		Continued

25% Restock Fee on All Cancelled and Returned Orders



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Quote Number: 221082-Revised

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Page: 6

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		FENDERS AND MUDFLAPS:		
1.00	MIN1900B	Minimizer Single Axle Fender Set, Black Poly, 19.5" Wheels		
1.00	B100BTPA	Minimizer Black Plastic Bolt-On Bracket Kit		
1.00	MD2430	DuraGuard 3/8" HD 24" x 30" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)		
2.00	MFBH2375A-SS	Lindco Mud Flap 90 Degree Mounting Plate-Stainless Steel (Each)		
2.00	MFW2375-SS	Lindco Mud Flap Bolting Plate-Stainless Steel (Each)		
		HYDRAULICS:		
		PTO & PUMP:		
1.00	CPTO 210FMMFP-B4AD	Chelsea PTO for 2020 & Up F250-F600 Ford Diesel 4x4		
1.00	CPTO CGP-P11A087-5AP	Certified Power Gear Pump		
		RESERVOIR:		
1.00	RESE MTCA32020000050	Certified Power one ton, two function PVG32 for dump hoist & tool circuit, SS ServiceGuard tank.		
1.00	HBV125	Buyers 1-1/4" Ball Valve - Full Flow		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

25% Restock Fee on All Cancelled and Returned Orders



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Quote Date: Oct 26, 2022

Page: 7

Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
55.00	Hydraulic Oil	Hydraulic Oil		
		* Special requested oil Shell Diala S2 ZX-A		
1.00	ELCA SG07010436-001	DUMP & TOOL CIRCUIT CONTROLS: Certified Power auxilliary switch box assembly, On/Off for Tool Circuit, and On/Off for Hoist		
		* Installed passenger side behind running boards		
1.00	PMCO RD112-30	FLOW CONTROL VALVE: Certified Power flow control, 3 port, 0-30 GPM, #12 ORB, no relief.		
1.00	THER MF-15-2-4A	OIL COOLER: Certified Power-Cooler, Thermal Transfer, #16, 12VDC Fan, 3-50GPM		
1.00	NASW HT-1C-100R/HR	Certified Power temperature switch.		
1.00	BRVL TH1000-16FO-10	Certified Power thermal bypass valve, Parker, 100degF/50psi Relief		
1.00	ELCA VF4-45F11	Certified Power relay used in cooler fan circuit		
		HARNESSES:		
1.00	ELCA SG07050722-002	Certified Power MFE ST/ST BPM 5 meter		
1.00	ELCA SG07050469	Certified Power 17' circuitguard TPE		
		HOSES & FITTINGS:		
1.00		Hydraulic Adaptors and Fittings		
1.00		Hydraulic Hoses		
		TOOL CIRCUIT QUICK COUPLERS:		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Page: 8

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	SM-501-8FP	Parker SM Series 1/2" Coupler		
1.00	SM-502-8FP	Parker SM Series 1/2" Nipple		
2.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug		
		PINTLE HITCH:		
500.00	Misc.	Lindco 5/8" pintle plate with reinforcement		
2.00	B38W	Buyers 1/2" drop forged D-ring w/weld on bracket 3-1/2" x 3-3/8" O.D.		
1.00	BH82516	Buyers 2-5/16" Ball Combo Pintle Hitch		
1.00	593083	Velvac 7-Way Pin Type Socket		
1.00	5621720	Buyers S/S ID Light Bar w/ 9 LEDs		
1.00	60321	Grote license lamp w/stainless steel bracket.		
		LIGHTING AND ELECTRICAL:		
		JUNCTION BOX:		
1.00	PH-310	Phoenix 10-Pole Junction Box		
		MASTER CIRCUIT BREAKER:		
1.00	175-S0-080-2	Chief 80 amp high amp circuit breaker.		
		BODY UP LIGHT AND SWITCH:		
1.00	B95W	Buyers Dump Body Up Indicator		
1.00	0800850	Imperial LED indicator light - red		
		BACK UP ALARM:		
1.00	510	Ecco back-up alarm, 97 dB, 12 VDC.		
		CAB SHIELD LIGHTS:		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Page: 9

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet * Installed in front of cab shield		
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet * (1) installed on each side of cab shield		
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet * Installed in rear of cab shield		
2.00	LB383 SST	REAR CORNER POST LIGHTS: Buyers Heavy Duty Steel Truck Lamp Cabinet, Single light style, continuous welded, stainless steel.		
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet		
2.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED)		
		PAINT & UNDERCOAT:		
1.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist & Subframe to black		
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch		
1.00	Under Coat	Under coat dump body 8-10' body		
1.00	PAINT-MISCEL	Paint Miscel		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



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Page: 10

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1,237.50	Misc.	MISCELLANEOUS, FREIGHT, INSTALLATION: Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.		
2,477.80	FREIGHT	FREIGHT		
121.00	INSTALLATION	Lindco-Cives Installation Labor Hours		
			Subtotal	123,711.00
			Sales Tax	
			TOTAL	123,711.00

25% Restock Fee on All Cancelled and Returned Orders

**AGREEMENT FOR PURCHASE AND MANUFACTURE
OF FORD F550 DUMP TRUCKS**

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

RECITALS:

WHEREAS, the Village seeks to purchase two custom-manufactured Ford F550 dump Trucks (“**Trucks**”) consisting of the hydraulic dump boxes 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 Trucks 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 Trucks immediately in order to assure delivery of the Trucks in 2023; 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 Trucks.**

A. Services. The Vendor agrees to source the component parts of, manufacture, and deliver the Trucks 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 (“**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 Trucks to the Village in accordance with the Specifications, including all components parts of the Trucks listed in the Quote (collectively, “**Components**”) whether produced by Vendor or third-party manufacturer.

- (2) Insurance. Procure and furnish all 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 Trucks 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 Trucks, 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 December 31, 2023 ("**Delivery Date**"), at the Delivery Address ("**Delivery**"), provided that Village produces all additions or changes to the Trucks 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 Trucks elsewhere and hold Vendor accountable. If the Delivery Date cannot be met, Vendor agrees to advise the Village in writing of the earliest possible date of Delivery. The Vendor bears all risk of loss, injury, or destruction of the Trucks until Acceptance by the Village, as defined in this Agreement. No loss, injury, or destruction of the Trucks will release Vendor from any obligations hereunder.

E. Inspection; Testing; Acceptance; Rejection. The Village may inspect the Trucks and any stage of production and after completion, before and after Delivery. If after inspecting the Trucks 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 Trucks ("**Acceptance**"). If after inspecting the Trucks following Delivery the Village determines, in its sole judgment, that any part of the Trucks 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 Trucks, (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. Price. The Vendor will deliver the Trucks to the Village in accordance with the price for the Trucks to be determined as follows (the “**Agreement Price**”):

- (1) The price for all labor and Components incorporated into Trucks other than the chassis (collectively, the “**Vendor Components**”) shall be the lesser of: (i) the pricing set forth for the Vendor Components in the contract between Vendor and Sourcewell, a Minnesota local government entity and public agency (“**Sourcewell**”), in place at the time the Trucks are delivered to the Village; or (ii) the prices for the Vendor Components set forth in Sourcewell contract between Vendor and Sourcewell dated October 26, 2022.
- (2) The price for the chassis incorporated into the final Trucks shall be the direct cost that the Vendor paid to the manufacturer of the chassis (“**Third-Party Price**”). This price is subject to de-escalation or escalation.
- (3) The Agreement Price is firm and is not subject to additional escalation or change except as expressly set forth in this Section 2 without the prior written consent of the Village.
- (2) The Village is not subject to State or local sales, use, and excise taxes. No taxes are included in the Agreement Price and the Vendor waives and releases all claims or rights to claim any additional compensation by reason of the payment of any tax.
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Trucks are included in the Agreement Price.

B. Notice of Price. The Parties recognize that due to the long lead time required to place the order for the Trucks, Vendor cannot provide a firm quote for the Trucks at the time of execution of this Agreement. Therefore, and notwithstanding any other provision in this Agreement to the contrary, upon receiving the price for chassis, Vendor shall provide written notice to the Village (the “**Notice of Price**”) of the final Agreement Price, which Agreement Price Vendor shall hold firm for no less than 30 days after receipt of the Notice of Price by the Village. Within 30 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.

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 Trucks 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 within six months of 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.

B. If the Vendor does not affect Delivery of the Trucks by the Delivery Date and the Village terminates the Agreement after December 31, 2023, the Village will not be required to 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.

6. Insurance.

The Vendor must acquire and maintain, until delivery and Village acceptance of the Trucks, 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.

7. Vendor's Representations and Warranties.

A. Truck Warranty. The Vendor warrants that the Trucks 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. Vendor's standard limited warranty for all Vendor-supplied Components which make up the Trucks and their 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 Trucks, (c) if the Trucks have 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 Trucks 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 Trucks 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 Trucks.

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: Lindco Equipment Sales , Inc.
Attn: Gary Lindesmith
2168 East 88th Street
Merrillville, IN 46410
Email: glindesmith@lindco-usa.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 Trucks; nor any information or data supplied by the Village; nor any payment for or acceptance, possession, or use of the Trucks; 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 be 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:
LINDCO EQUIPMENT SALES, INC.

By: 
Printed name: GARY D. LINDSMITH
Title: BRANCH OPERATIONS & SALES MANAGER

EXHIBIT A

Quote

[see attached pages]



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 221081

Quote Date: Oct 26, 2022

Page: 1

Viking-Cives #080818-VCM

Quoted To:

Winnetka, Village of
510 Green Bay Rd.
Winnetka, IL 60093
USA

TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requested.
- > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		SOURCEWELL CONTRACT: CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 080818-VCM CONTRACT MATURITY DATE: 10/29/2022 CONTRACT NUMBERS: NJ2500 SOURCEWELL MEMBER: MEMBER NUMBER: 30947 MEMBER: Village of Winnetka CONTACT: Andy Malkowski PHONE: 847-417-2468 E-MAIL: AMalkowski@winnetka.org TERMS OF QUOTE: ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote. TERMS ONCE QUOTE BECOMES A SALES ORDER:		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



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Page: 2

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Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		Due to the supply chains issues the following applies. * Any increases during the terms of the sales order, such as surcharges, material increases and freight increases will be added to the sales order. * Customer will be notified of these increase during the process for their approval or cancellation of the order. ESTIMATED DELIVERY TIME FRAME: * Allow approximately 300-400 days for chassis to be in stock at Lindco after receiving your purchase order. * Allow approximately 200 days for all equipment to be in stock at Lindco after receiving your purchase order. * Allow approximately 90-120 Days to complete units, once all equipment and chassis are in stock at Lindco. ***Based on supply chain issues all of the above estimated time frames are subject to change.*** SUMMARY OF QUOTE:		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Page: 3

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00		F550 Regular Cab Plow Truck		

		SOURCEWELL TOTAL PRICE:		

		Truck & Equipment per below items mounted and fully operational.	135,159.00	135,159.00

		CHASSIS:		
1.00		2023 Ford F550 Regular Cab		
		* 4 X 4		
		* 169" Wheelbase		
		* 84" CA		
		* DRW XL		
		* 99T 6.7L diesel		
		* 41H Engine block heater		
		* 473 Snow plow prep package		
		* 531 Trailer tow package		
		* PTO Diesel engine		
		* 90L Power equipment group		
		* Painted White		
		* Four (2) Keys		
		* X8L Limited slip differential		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Page: 4

Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	SDYB-9-SS-1520-WIN	* 68M 19,500 lb payload capacity * Vinyl floor * AS03 Bucket seats with console * 18B Platform running boards DUMP BODY: Duraclass 9', 2/3 yd. Super Yardbird, 3/16" AR400 Floor, 201 stainless bal., 16" sides, 22" TG, crossmemberless, 1/4" integral cabshield, 1520 hoist less hyd. DIMENSIONS: * 9' long * 84" wide I.D. * 96" wide O.D. * 16" high sides (2.7 yards) * 22" high tailgate (3.5 yards) MATERIALS: * 10 gauge stainless steel 201 2B sides and ends * 3/16" AR400 floor UNDERSTRUCTURE: * Crossmemberless * 3/16" high tensile steel, fabricated trapzoid fully boxed longmembers * 8" tall longmembers		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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QUOTATION

Quote Number: 221081

Quote Date: Oct 26, 2022

Page: 5

Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		CAB SHIELD * 1/4 integral cab shield * Slotted window * Enclosed cab shield with access panels * (6) ovals in front of cab shield * (6) ovals in rear of cab shield * (1) oval in each side SIDES: * Front corner post * Fold down side on curbside * Solid side on driver side * 10.25" wide rear corner post TAILGATE: * Single panel tailgate * Manual release lower tailgate hardware * Double acting tailgate with chains REAR CORNER POST: * One (1) oval in each corner post LIGHTS: * LED light installation kit HOIST: *Duraclass 1520 subframe scissor hoist * 7 tons capacity * Double acting (power up-power down)		
		Subtotal		Continued
		Sales Tax		Continued
		TOTAL		Continued

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Quote Number: 221081

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Page: 6

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		BEHIND CAB SADDLE TOOL BOX:		
1.00	LU824624.UAS	RC Industries saddle box. diamond bright aluminum, 82" x 46" x 24".		
1.00	RC051	RC spring mount kit.		
		FENDERS AND MUDDLAPS:		
1.00	MIN1900B	Minimizer Single Axle Fender Set, Black Poly, 19.5" Wheels		
1.00	B100BTPA	Minimizer Black Plastic Bolt-On Bracket Kit		
1.00	MD2430	DuraGuard 3/8" HD 24" x 30" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)		
2.00	MFBH2375A-SS	Lindco Mud Flap 90 Degree Mounting Plate-Stainless Steel (Each)		
2.00	MFW2375-SS	Lindco Mud Flap Bolting Plate-Stainless Steel (Each)		
		HYDRAULICS:		
		PTO & PUMP:		
1.00	CPTO 210FMMFP-B4AD	Chelsea PTO for 2020 & Up F250-F600 Ford Diesel 4x4		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Quote Number: 221081

Quote Date: Oct 26, 2022

Page: 7

Viking-Cives #080818-VCM

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Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	CPTO CGP-P11A087-5AP	Certified Power Gear Pump		
		RESERVOIR:		
1.00	RESE MTCA3202000005	Certified Power one ton, one function		
		PVG32 for dump hoist w/spreader, SS		
		ServiceGuard tank.		
1.00	HBV125	Buyers 1-1/4" Ball Valve - Full Flow		
30.00	Hydraulic Oil	Hydraulic Oil		
		DUMP CONTROLS:		
1.00	ELCO SRSP-K15	Certified Power Switch		
1.00	ELCA GREEN-LENS-HOIS	Certified Power Lens, green lens - hoist		
		SPREADER CONTROL:		
1.00	ELCA F22Spreader	Certified Power Freedom 2.2 spreader		
		control		
1.00	ELCA SG07010468-003	Certified Power Freedom 2, mounting		
		bracket, ram mount		
		HARNESSES:		
1.00	ELCA SG07050722-002	Certified Power MFE ST/ST BPM 5 meter		
1.00	ELCA SG07050730-003	Certified Power Brad Harrison TPE cable		
1.00	ELCA SG07050644	Certified Power Harness, MIC 4P Male		
		Splitter 2 Amp JR		
1.00	ELCA SG07070374	Certified Power bulkhead pass thru, mic 5P		
		TPE.		
1.00	ELCA SG07050689	Certified Power harness, MIC MFE 22AWG,		
		3P 1M		
2.00	ELCA SG07070361	Certified Power internal thread cap, M12		
2.00	ELCA SG07070360	Certified Power internal thread cap, M12		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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QUOTATION

Quote Number: 221081

Quote Date: Oct 26, 2022

Page: 8

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Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	ELCA SG07051073-AVL	5pin Certified Power F21-F22 main harness for AVL.		
2.00	8-049 304W/FJX-72"	STAINLESS STEEL TUBES FOR SPREADER: Mid-State 1/2"x6' 304 S/S Line with fittings		
4.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing		
1.00	12-065 304W/FJX-72"	Mid-State 3/4"x6' 304 S/S Line with fittings		
2.00	A3-19-A	PCI HD Series Clamps for 3/4" tubing		
1.00		Hydraulic Adaptors and Fittings		
1.00		Hydraulic Hoses		
4.00	H4F4-S	SPREADER QUICK COUPLERS: Dixon 1/2" male stainless steel nipple		
4.00	4HF4-S	Dixon 1/2" female stainless steel coupler		
8.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug		
1.00	9 Ultra Pro Plus	PLOW: Western 9' Pro Plus snowplow w/Ultra Mounting System * Standard electric hydraulics * Handheld control * Plow lights * Snow Deflector * Plow markers		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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QUOTATION

Quote Number: 221081

Quote Date: Oct 26, 2022

Page: 9

Viking-Cives #080818-VCM

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Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		SPREADER:		
1.00	00002-463-02	Swenson SADS stainless steel tailgate spreader w/poly spinner, direct drive, 6" auger, quick detaching HW, TG shields.		
1.00		Sensor auger motor		
		PINTLE HITCH:		
500.00	Misc.	Lindco 5/8" pintle plate with reinforcement		
2.00	B38W	Buyers 1/2" drop forged D-ring w/weld on bracket 3-1/2" x 3-3/8" O.D.		
1.00	BH82516	Buyers 2-5/16" Ball Combo Pintle Hitch		
1.00	593083	Velvac 7-Way Pin Type Socket		
1.00	5621720	Buyers S/S ID Light Bar w/ 9 LEDs		
1.00	60321	Grote license lamp w/stainless steel bracket.		
		LIGHTING AND ELECTRICAL:		
		JUNCTION BOX:		
1.00	PH-310	Phoenix 10-Pole Junction Box		
		MASTER CIRCUIT BREAKER:		
1.00	175-S0-080-2	Chief 80 amp high amp circuit breaker.		
		BODY UP LIGHT AND SWITCH:		
1.00	B95W	Buyers Dump Body Up Indicator		
1.00	0800850	Imperial LED indicator light - red		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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QUOTATION

Quote Number: 221081

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Page: 10

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Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	510	BACK UP ALARM: Ecco back-up alarm, 97 dB, 12 VDC.		
6.00	SL65A0	CAB SHIELD LIGHTS: Buyers LED amber oval strobe light with rubber grommet * Installed in front of cab shield		
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet * (1) installed on each side of cab shield		
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet * Installed in rear of cab shield		
2.00	LB383 SST	REAR CORNER POST LIGHTS: Buyers Heavy Duty Steel Truck Lamp Cabinet, Single light style, continuous welded, stainless steel.		
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet		
2.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED)		
1.00	MWL-19	SPREADER LIGHTS: Maxxima LED clear work light * Installed under body on driver side		
		PAINT & UNDERCOAT:		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
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Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 221081

Quote Date: Oct 26, 2022

Page: 11

Viking-Cives #080818-VCM

Quoted To:

Winnetka, Village of
510 Green Bay Rd.
Winnetka, IL 60093
USA

TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist & Subframe to black		
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch		
1.00	Under Coat	Under coat dump body 8-10' body		
1.00	PAINT-MISCEL	Paint Miscel		
		MISCELLANEOUS, FREIGHT, INSTALLATION:		
1,297.50	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.		
2,487.80	FREIGHT	FREIGHT		
130.00	INSTALLATION	Lindco-Cives Installation Labor Hours		
			Subtotal	135,159.00
			Sales Tax	
			TOTAL	135,159.00

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QUOTATION

Quote Number: 221082-Revised

Quote Date: Oct 26, 2022

Page: 1

Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		SOURCEWELL CONTRACT: CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 080818-VCM CONTRACT MATURITY DATE: 10/29/2022 CONTRACT NUMBERS: NJ2500 SOURCEWELL MEMBER: MEMBER NUMBER: 30947 MEMBER: Village of Winnetka CONTACT: Andy Malkowski PHONE: 847-417-2468 E-MAIL: AMalkowski@winnetka.org TERMS OF QUOTE: ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote. TERMS ONCE QUOTE BECOMES A SALES ORDER:		
		Subtotal		Continued
		Sales Tax		Continued
		TOTAL		Continued

25% Restock Fee on All Cancelled and Returned Orders



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Quote Date: Oct 26, 2022

Page: 2

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- > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		Due to the supply chains issues the following applies. * Any increases during the terms of the sales order, such as surcharges, material increases and freight increases will be added to the sales order. * Customer will be notified of these increase during the process for their approval or cancellation of the order. ESTIMATED DELIVERY TIME FRAME: * Allow approximately 300-400 days for chassis to be in stock at Lindco after receiving your purchase order. * Allow approximately 200 days for all equipment to be in stock at Lindco after receiving your purchase order. * Allow approximately 90-120 Days to complete units, once all equipment and chassis are in stock at Lindco. ***Based on supply chain issues all of the above estimated time frames are subject to change.*** SUMMARY OF QUOTE:		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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QUOTATION

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Quote Date: Oct 26, 2022

Page: 3

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00		F550 Regular Cab Plow Truck		

		SOURCEWELL TOTAL PRICE:		

		Truck & Equipment per below items mounted and fully operational.	123,711.00	123,711.00

		CHASSIS:		
1.00		2023 Ford F550 Regular Cab		
		* 4 X 4		
		* 145" Wheelbase		
		* 60" CA		
		* DRW XL		
		* 99T 6.7L diesel		
		* 41H Engine block heater		
		* 473 Snow plow prep package		
		* 531 Trailer tow package		
		* PTO Diesel engine		
		* 90L Power equipment group		
		* Painted White		
		* Two (2) Keys		
		* X8L Limited slip differential		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Page: 4

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	SDYB-9-SS-1520-WIN	* 68M 19.500 lb payload capacity * Vinyl floor * AS03 Bucket seats with console * 18B Running boards DUMP BODY: Duraclass 9', 2/3 yd. Super Yardbird, 3/16" AR400 Floor, 201 stainless bal., 16" sides, 22" TG, crossmemberless, 1/4" integral cabshield, 1520 hoist less hyd. DIMENSIONS: * 9' long * 84" wide I.D. * 96" wide O.D. * 16" high sides (2.7 yards) * 22" high tailgate (3.5 yards) MATERIALS: * 10 gauge stainless steel 201 2B sides and ends * 3/16" AR400 floor UNDERSTRUCTURE: * Crossmemberless * 3/16" high tensile steel, fabricated trapzoid fully boxed longmembers * 8" tall longmembers		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Page: 5

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		CAB SHIELD * 1/4 integral cab shield * Slotted window * Enclosed cab shield with access panels * (6) ovals in front of cab shield * (6) ovals in rear of cab shield * (1) oval in each side SIDES: * Front corner post * Fold down side on curbside * Solid side on driver side * 10.25" wide rear corner post TAILGATE: * Single panel tailgate * Manual release lower tailgate hardware * Double acting tailgate with chains REAR CORNER POST: * One (1) oval in each corner post LIGHTS: * LED light installation kit HOIST: *Duraclass 1520 subframe scissor hoist * 7 tons capacity * Double acting (power up-power down)		
		Subtotal		Continued
		Sales Tax		Continued
		TOTAL		Continued

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Page: 6

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Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		FENDERS AND MUDFLAPS:		
1.00	MIN1900B	Minimizer Single Axle Fender Set, Black Poly, 19.5" Wheels		
1.00	B100BTPA	Minimizer Black Plastic Bolt-On Bracket Kit		
1.00	MD2430	DuraGuard 3/8" HD 24" x 30" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)		
2.00	MFBH2375A-SS	Lindco Mud Flap 90 Degree Mounting Plate-Stainless Steel (Each)		
2.00	MFW2375-SS	Lindco Mud Flap Bolting Plate-Stainless Steel (Each)		
		HYDRAULICS:		
		PTO & PUMP:		
1.00	CPTO 210FMMFP-B4AD	Chelsea PTO for 2020 & Up F250-F600 Ford Diesel 4x4		
1.00	CPTO CGP-P11A087-5AP	Certified Power Gear Pump		
		RESERVOIR:		
1.00	RESE MTCA32020000050	Certified Power one ton, two function PVG32 for dump hoist & tool circuit, SS ServiceGuard tank.		
1.00	HBV125	Buyers 1-1/4" Ball Valve - Full Flow		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Page: 7

Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
55.00	Hydraulic Oil	Hydraulic Oil * Special requested oil Shell Diala S2 ZX-A		
1.00	ELCA SG07010436-001	DUMP & TOOL CIRCUIT CONTROLS: Certified Power auxilliary switch box assembly, On/Off for Tool Circuit, and On/Off for Hoist * Installed passenger side behind running boards		
1.00	PMCO RD112-30	FLOW CONTROL VALVE: Certified Power flow control, 3 port, 0-30 GPM, #12 ORB, no relief.		
1.00	THER MF-15-2-4A	OIL COOLER: Certified Power-Cooler, Thermal Transfer, #16, 12VDC Fan, 3-50GPM		
1.00	NASW HT-1C-100R/HR	Certified Power temperature switch.		
1.00	BRVL TH1000-16FO-10	Certified Power thermal bypass valve, Parker, 100degF/50psi Relief		
1.00	ELCA VF4-45F11	Certified Power relay used in cooler fan circuit		
1.00	ELCA SG07050722-002	HARNESSES: Certified Power MFE ST/ST BPM 5 meter		
1.00	ELCA SG07050469	Certified Power 17' circuitguard TPE		
1.00		HOSES & FITTINGS: Hydraulic Adaptors and Fittings		
1.00		Hydraulic Hoses		
		TOOL CIRCUIT QUICK COUPLERS:		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Page: 8

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	SM-501-8FP	Parker SM Series 1/2" Coupler		
1.00	SM-502-8FP	Parker SM Series 1/2" Nipple		
2.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug		
		PINTLE HITCH:		
500.00	Misc.	Lindco 5/8" pintle plate with reinforcement		
2.00	B38W	Buyers 1/2" drop forged D-ring w/weld on bracket 3-1/2" x 3-3/8" O.D.		
1.00	BH82516	Buyers 2-5/16" Ball Combo Pintle Hitch		
1.00	593083	Velvac 7-Way Pin Type Socket		
1.00	5621720	Buyers S/S ID Light Bar w/ 9 LEDs		
1.00	60321	Grote license lamp w/stainless steel bracket.		
		LIGHTING AND ELECTRICAL:		
		JUNCTION BOX:		
1.00	PH-310	Phoenix 10-Pole Junction Box		
		MASTER CIRCUIT BREAKER:		
1.00	175-S0-080-2	Chief 80 amp high amp circuit breaker.		
		BODY UP LIGHT AND SWITCH:		
1.00	B95W	Buyers Dump Body Up Indicator		
1.00	0800850	Imperial LED indicator light - red		
		BACK UP ALARM:		
1.00	510	Ecco back-up alarm, 97 dB, 12 VDC.		
		CAB SHIELD LIGHTS:		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Page: 9

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet		
		* Installed in front of cab shield		
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet		
		* (1) installed on each side of cab shield		
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet		
		* Installed in rear of cab shield		
		REAR CORNER POST LIGHTS:		
2.00	LB383 SST	Buyers Heavy Duty Steel Truck Lamp Cabinet, Single light style, continuous welded, stainless steel.		
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet		
2.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED)		
		PAINT & UNDERCOAT:		
1.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist & Subframe to black		
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch		
1.00	Under Coat	Under coat dump body 8-10' body		
1.00	PAINT-MISCEL	Paint Miscel		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	11/25/22	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1,237.50	Misc.	MISCELLANEOUS, FREIGHT, INSTALLATION: Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.		
2,477.80	FREIGHT	FREIGHT		
121.00	INSTALLATION	Lindco-Cives Installation Labor Hours		
			Subtotal	123,711.00
			Sales Tax	
			TOTAL	123,711.00

25% Restock Fee on All Cancelled and Returned Orders



Agenda Item Executive Summary

TITLE: Resolution No. R-115-2022: Village Budget Resolution (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village Council held a budget meeting on October 28, 2022 and a public hearing on November 15, 2022 to review the proposed fiscal year 2023 budget. The proposed FY2023 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:

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:

Consider approval of Resolution No. R-115-2022: Village Budget Resolution.

ATTACHMENTS:

1. Budget Follow Up Memo 2023 Budget Year
2. Resolution No. R-115-2022 Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023

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 6 day of December, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 15, 2022

Adopted: _____

December 6, 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 (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on October 28, 2022 and a Public Hearing on November 15, 2022 to review the proposed fiscal year 2023 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:

Consider adoption of Resolution No. R-116-2022: General Fees.

ATTACHMENTS:

1. Resolution No. R-116-2022: General Fees

**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 6 day of December, 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: Resolution No. R-117-2022: Utility Rates & Fees (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village Council held a budget review meeting on October 28, 2022 and a Public Hearing on November 15, 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:

Consider adoption of Resolution No. R-117-2022: Utility Rates & Fees.

ATTACHMENTS:

1. Resolution No. R-117-2022: Utility Rates & 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>
		\$1,950	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	8" or less		
		\$2,350	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	10" – 12"		
		\$3,250	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	16" – 20"		
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
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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:

$$\text{Summer Rate} \quad \text{REPC} = (\text{RE} \times \text{SREC})$$

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
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Installation of a 400 Amp service (Includes conduits for communication conductors)	\$25,000
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Installation of three phase service

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

If a primary or secondary line must be relocated, replaced or extended in order to install a new service or to increase the load capacity of an existing service, any customer who connects to such primary or secondary line within five years after 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. Compactor	\$188.37	\$336.89	\$485.42	\$631.52	\$778.84	\$923.74	\$1,073.47
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 [Note: Includes appliances, sofas, etc.]	Base Fee plus \$10.00 for each item
Hard-to-handle refuse [Note: Hard-to-handle refuse includes such miscellaneous rubbish as wood, fencing, carpeting, multiple pieces of furniture and cabinets, and construction materials such as wallboard, plaster and flooring, but shall not include liquids, soil, concrete and asphalt.]	Base Fee plus \$15.00 per cubic yard
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

<u>Service</u>	<u>Charge</u>
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 6 day of December, 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: Resolution No. R-118-2022: Annual GIS Service Provider Agreement (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

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

EXECUTIVE SUMMARY:

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

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

Kenilworth, which has long desired to implement a GIS program, approached Winnetka and GISC about partnering with Winnetka as an associate member. The Village and GISC agreed, and the Village approved an intergovernmental letter agreement with Kenilworth in 2017. Adding Kenilworth as an associate member increased Winnetka's allocation from 30% to 40% (from 3 days every two weeks to 4 days per week). Winnetka uses existing GIS technology resources to host the system, and the

specialist resides in Winnetka at the Village Yard. Winnetka's annual GISC staffing expense for 2023 is \$88,965, of which \$22,241 (25%) will be reimbursed by Kenilworth. The attached Statement of Work includes Kenilworth's staffing component. Kenilworth and Winnetka have determined that a simple letter agreement would be sufficient to establish the necessary contractual relationship for Kenilworth's associate membership.

For FY 2023, MGP has provided an estimate of 659 direct program hours needed to perform these services.

The contractual maximum, not-to-exceed figure is \$88,965. This represents a one time increase of \$5,845 from the prior year's contract amount for program hour reallocations. The Village has budgeted \$108,522 in its FY 2023 operating budget for the GIS program, which includes this contract, software support, aerial photography, and mapping services.

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

RECOMMENDATION:

Consider adopting Resolution No. R-118-2022, authorizing a new GIS staffing agreement including the additional Kenilworth allocation for the period January 1 - December 31, 2022, for a total amount not to exceed \$88,965. The resolution also authorizes the Village Manager to conclude a letter of agreement with the Village of Kenilworth outlining terms under which the Village of Winnetka will arrange for GIS services for the Village of Kenilworth as an associate member of the GIS Consortium.

ATTACHMENTS:

1. Resolution No. R-118-2022: Annual GIS Service Provider Agreement

RESOLUTION NO. R-118-2022

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

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

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

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

WHEREAS, The Consultant and the Village now desire to enter into a new contract for the Services ("**New Contract**") and a statement of work for the Services to be provided during the 2023 calendar year for an amount not to exceed \$88,965.00 ("**SOW**") (the SOW and New Contract are, collectively, "**Contract**"); and

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 6th day of December, 2022, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

NEW CONTRACT AND SUPPLEMENTAL STATEMENT OF WORK

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2023 (the “**Effective Date**”), by and between the Village of Winnetka, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

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

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

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

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

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

SECTION 1 SCOPE OF SERVICES

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

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

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

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

SECTION 2 PERFORMANCE OF WORK

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

SECTION 3 RELATIONSHIP OF PARTIES

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

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

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

SECTION 4 PAYMENT TO THE CONSULTANT

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

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

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

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

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

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

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

SECTION 5 TERM

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

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

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

SECTION 6 TERMINATION OF CONTRACT

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

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

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

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

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

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

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

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

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

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

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

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

- (a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;
- (b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;
- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

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

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a

Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9

CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

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

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

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

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

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

9.4 **Confidential Information.** In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not

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

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

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged

failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

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

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

SECTION 10 LIMITATION OF LIABILITY

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

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

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

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

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

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

SECTION 12 GENERAL PROVISIONS

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

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

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

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

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the

Illinois Department of Human Rights (the “**Department**”) and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

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

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

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

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Municipality: Village of Winnetka
510 Green Bay Rd
Winnetka, IL 60093
Attention: Jim Bernahl
E-mail: jbernahl@winnetka.org

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

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

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

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

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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

ATTEST:

VILLAGE OF WINNETKA

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By:  _____
Name: Donna Thomey
Its: Management Support Specialist

By:  _____
Name: Thomas A. Thomey
Its: President

Attachment 1

**Statement of Work
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

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

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

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

General Purpose

The Consultant will perform all or part of the Village of Winnetka (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

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

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

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours

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

Emergency Event Support

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

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

Staffing Allocation

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

Agreement Period: January 1, 2023, through December 31, 2023

Direct Program Hours: 659.00

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

Fees and Expenses

The monthly fee for the staffing allocation is **\$7,413.75** per month. The total contract value for the agreement period is **\$88,965.00**.

Included Services

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

Staffing and Program Management

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

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation
5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

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

Municipality Priority Layers

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

Data Quality

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

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

Products and Solutions

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

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

Solution List

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

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

2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to access the ability of utility data to support local government business processes

Service Level Agreement

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

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

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

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

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

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

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

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

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

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

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

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



Agenda Item Executive Summary

TITLE: Resolution No. R-119-2022: Approving Contract with the Okonite Company for the Purchase of 15kV Underground Cable (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The 2023 Electric Fund Budget contains \$686,400 (account #500.42.31-660) for the purchase of cable. The Village Council previously approved the purchase of 15kV cable in the amount of \$247,594 that will arrive in the first quarter of 2023 (Reference Resolution No. R-33-2022).

EXECUTIVE SUMMARY:

The Water & Electric Department issued Bid Number 022-046 for two sizes (1/0 & 4/0) of 15kV cable. The three phase 1/0 cable is used on the underground system between pad mount transformers and/or to connect the underground cable system to the overhead system. This conductor is required for future large residential and/or commercial three phase projects. The 4/0 cable is used on the underground system as a "main stem" conductor for distribution circuits. The cable is being ordered for system reinforcement. On annual basis, the Electric Fund targets approximately 5,000 feet of underground main stem cable for replacement. Cable replacement is targeted at a vintage of polyethylene insulated cable that is recognized within the industry as prone to failures. Replacement of aging cable is an ongoing Electric Fund budget objective.

Staff received one bid from The Okonite Company (Okonite). The vendor quoted cable manufactured by their company which is acceptable to Water & Electric. Two electric distributors that have previously bid on 15kV cable did not bid due to supply chain issues. Okonite quoted a manufacturing lead time of 48-50 weeks. While nearly triple their normal pre-pandemic lead time, this lead time is better than staff expected.

The cost of the cable is impacted by the price of copper. The bid price is indexed to the cost of copper. At the time of bid, the base price of \$5.00/lb. was used. Exhibit #1 contains a bid tabulation along with additional detail on the unit pricing, quantities, and shipping length tolerances.

Resolution No. R-119-2022, prepared by the Village Attorney, authorizes the Village Manager to purchase the 15kV cable in an amount not to exceed \$303,127 under a contract with The Okonite Company.

The 2023 Electric Fund Budget contains \$686,400 (account #500.42.31-660) for the purchase of cable.

Of this budgeted amount, the Village Council previously approved the purchase of 15kV cable in the amount of \$247,594 that is scheduled to be delivered in the first quarter of 2023.

RECOMMENDATION:

Consider adoption of Resolution No. R-119-2022, approving a contract with the Okonite Company for the purchase of 15kV Underground Cable in an amount not to exceed \$303,127.

ATTACHMENTS:

1. Resolution No. R-119-2022: Approving a Contract with the Okonite Company for the Purchase of 15kV Cable

RESOLUTION NO. R-119-2022

**A RESOLUTION APPROVING A CONTRACT WITH
THE OKONITE COMPANY
FOR THE PURCHASE OF 15KV UNDERGROUND CABLE**

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

WHEREAS, the Village issued Bid #022-046("***Request for Bids***") for the purchase of 15kV underground electric cable ("***Cable***") by the Village Water & Electric Department; and

WHEREAS, the Village received one bid ("***Bid***") to provide the Cable and opened the Bid on November 17, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that The Okonite Company ("***Okonite***") is the lowest responsive and responsible bidder to provide the Cable; and

WHEREAS, the Village Council desires to enter into a contract with Okonite for the Village to purchase Cable from Okonite in an amount not to exceed \$303,127.00 ("***Contract***"); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Okonite in a final form approved by the Village Manager.

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

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 6th day of December, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 15kV Cable

Full Name of Bidder:

The Okonite Company
("Bidder")

Principal Office Address:

102 Hilltop Road
Ramsey, NJ 07446

Local Office Address:

2280 White Oak Circle
Suite 106
Aurora, IL 60502

Contact Name: Nick Koch Telephone: 630-961-3100 (Office)

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: **Assistant Finance Director**

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid***. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
		See pricing form in Attachment A.		

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

See pricing form in Attachment A.

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$5.00 per pound. Aluminum base prices for bids: \$1.25 per pound. All other manufacturing costs shall be fixed at the bid price.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 48-50 weeks, 20

A.R.O.

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder shall and hereby agrees to indemnify, defend and save harmless the Owner, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses by reason of injury or death to person(s) or damage to property to the extent caused by the negligent acts or omissions, violation of law or regulation, or willful misconduct of Bidder, its officers, agents and employees, in the performance of this order.

5. Firm Proposal.

- 1) All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will be utilized. Copper base price for bids: **\$5.00 per pound**. All other manufacturing costs shall be fixed at the bid price.

6. Bidder's Representations and Warranties.

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

A. The Products. Bidder warrants to the Owner that the Goods will conform to the specifications, drawings and other descriptions supplied or adopted by the Owner. All warranties available from the manufacturer of the goods sold to Owner shall be passed through to Owner from Bidder. Bidder agrees to work diligently on behalf of Owner to ensure manufacturer of goods promptly fulfills their warranty obligation.

The manufacturer shall warrant that the Product will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid.

B. Compliance with Laws. All Products and all of their components will comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder 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, (ii) 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 (iii) for any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments.

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

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

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

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

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

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will be construed to refer to calendar days.

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

G. Assignment. Neither this Contract/Bid, nor any interest herein, may be assigned or subcontracted in whole or in part by Bidder except with the prior written consent of Owner.

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

DATED this 15th date of November 2022

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

Bidder's Name: The Okonite Company

Doing Business As (if different): —

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Nick Koch

Title/Position: Sr. Sales Rep.

Bidder's Business Address: 2280 White Oak Circle
Suite 106
Aurora, IL 60502

Bidder's Business Telephone: (630) 961-3100 Facsimile: (630) 961-3273

If a Corporation or Partnership, list all Officers or Partners:

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 15 KV CABLE

Item	Size and Conductor	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Max Reel Lengths (ft.)
1.	1/0 A.W.G. Copper	3	Full	19	Triplex	5,700	Nominal: 1,900 -5%, +5%
2	4/0 A.W.G. Copper	3	1/3	19	Triplex	4,275	Nominal: 1,425 -5%, +5%

- 2) Compressed stranding, strand filled per ICEA T-31-610.
- 3) Concentric copper neutral.
- 4) 220 mil insulation thickness.
- 5) Ethylene propylene rubber insulation (EPR).
- 6) Jacketed.
- 7) Cable shall be identified on the jacket in contrasting color with manufacturer's name, year of manufacture, type of insulation, conductor size and material, and sequential footage markings.
- 8) All cable ends shall be capped to prevent water entry.
- 9) Reel type shall be non-returnable with a maximum 84" diameter X 58" .
- 10) The Village will provide reel "cut" lengths within two weeks of contract award. Reel lengths will not exceed the "Max Reel Lengths" listed above for each conductor but may be specified shorter.
- 11) Reel coverings as shown below. Cable not shipped as shown will be rejected.
Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
- 12) Tolerance of cable lengths, -5%, +5%.
- 13) Cable shall be supplied to the stricter of AEIC and ICEA specifications except that AEIC Table E-1 shall be 5 picocoulombs at all voltages.
- 14) Cable shall be delivered on an open, flat bed truck. Reels shipped flat will be rejected.
- 15) Deliveries: Required 48 hours advance notification @ (847) 716-3551.
Receiving hours: Monday to Friday, 7:30am to 2:30pm.
Village of Winnetka Yards, 1390 Willow Road, Winnetka, IL 60093
- 16) Approved cable manufacturers: General Cable, Okonite, Kerite and Prysmian.
- 17) Copper base price for bids: **\$5.00 per pound**. All other manufacturing costs shall be fixed at the bid price.

18) Contract Award: The Village Council will consider contract awards at their regularly meeting on December 6, 2022. Purchase Order(s) would follow by Friday, December 9, 2022.

19) Delivery Schedule:

- A. The Village is requesting delivery of the 4/0 cable at the earliest available date.
- B. The Village is requesting delivery of the 1/0 cable at the earliest available date on and/or after January 2, 2024.

2) Worksheet

15kV Cable

Item	Description	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Unit Price (per ft.)	Lead Time (weeks)
1.	1/0 A.W.G. Copper	3	Full	19	Triplex	5,700	25.663	48-50
2.	4/0 A.W.G. Copper	3	1/3	19	Triplex	4,275	33.313	48-50

____ Cable will be export packaged X Standard packaging, F.O.B. Winnetka

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY. ITEMS MAY AWARDED SEPARATELY.

MANUFACTURER (15KV CABLE): The Okonite Co.

TERMS: Net 30 Days

ACCEPTANCE

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

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefor and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, or invoice.

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

EXHIBIT #1
Bid Tabulation and Cable Purchase Detail
RFB #022-046 15kV Cable

Bid Tabulation:

	Vendor
Item	The Okonite Co. (Okonite)
3-1/c 1/0 cable	\$25.6630
3-1/c 4/0 cable	\$33.3130

Lead time: 48-50 weeks

Cable Purchase Detail:

Item	Unit Price (\$/ft.)	Order Quantity	Shipping Length / Packaging	Extended Price
3-1/c 1/0 cable	\$25.6630	5,700	\$7,313.96	\$153,593.06
3-1/c 4/0 cable	\$33.3130	4,275	\$7,120.65	\$149,533.73

TOTAL: \$303,126.78



\$303,127



Agenda Item Executive Summary

TITLE: Resolution No. R-120-2022: Approving Contract with Wesco Distribution Inc. for the Purchase of 600 Volt Underground Cable (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The 2023 Electric Fund Budget contains \$686,400 (account #500.42.31-660) for the purchase of cable. The Village Council previously approved the purchase of 15kV cable in the amount of \$247,594 that will arrive in the first quarter of 2023 (Reference Resolution No. R-33-2022).

EXECUTIVE SUMMARY:

The Water & Electric Department issued Bid Number 022-049 for the purchase of four conductor sizes of 600 volt copper underground cable. Staff received bids from the following vendors: Power Line Supply, Wesco Distribution Inc. (Wesco), and The Okonite Company (Okonite). The lowest qualified bid for all four conductor sizes on the bid was submitted by Wesco. Wesco quoted cable manufactured by Service Wire Company which is acceptable to the Water & Electric Department. The manufacturing lead time for the required quantities of 600 volt cable is 4-5 weeks upon receipt of an order.

The cost of cable is significantly impacted by the price of metals. Bid prices are indexed to the cost of copper. At the time of bid, the base price of \$4.15/lb. for copper was used. Exhibit #1 contains a bid tabulation along with additional detail on the unit pricing, order quantity, and shipping length tolerance.

The 2023 Electric Fund Budget contains \$686,400 (account #500.42.31-660) for the purchase of cable. To date, the Electric Fund has expended \$247,594 toward the purchase of cable.

RECOMMENDATION:

Consider adoption of Resolution No. R-120-2022, prepared by the Village Attorney, authorizes the Village Manager to approve a contract with Wesco for the purchase of 600 volt underground cable in an amount not to exceed \$127,847.

ATTACHMENTS:

1. Resolution No. R-120-2022: Approving a Contract with Wesco for the Purchase of 600 Volt Underground Cable

RESOLUTION NO. R-120-2022

**A RESOLUTION APPROVING A CONTRACT WITH
WESCO DISTRIBUTION, INC.
FOR THE PURCHASE OF 600 VOLT UNDERGROUND CABLE**

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

WHEREAS, the Village issued Bid #022-049 ("***Request for Bids***") for the purchase of 600 volt underground electric cable ("***Cable***") by the Village Water & Electric Department; and

WHEREAS, the Village received three bids ("***Bids***") to provide the Cable and opened the Bids on November 17, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Wesco Distribution, Inc. ("***Vendor***") is the lowest responsive and responsible bidder to provide the Cable; and

WHEREAS, the Village Council desires to enter into a contract with Vendor for the Village to purchase Cable from Vendor in an amount not to exceed \$127,847.00 ("***Contract***"); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Vendor in a final form approved by the Village Manager.

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

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 6th day of December, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA
CONTRACT/BID
FOR 600 Volt Underground Cable

Full Name of Bidder:

WESCO
("Bidder")

Principal Office Address:

2401 INTERNATIONAL PKY
WOODRIDGE, IL 60517

Local Office Address:

Contact Name: MATT BOGGS telephone: [REDACTED]

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: **Assistant Finance Director**

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid***. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
PAGE 10	600V UNDERCOPD	See pricing form in Attachment A.	SEE PG 10	121,758.30

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

See pricing form in Attachment A.

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. **Copper base price for bids: \$4.15 per pound.** Aluminum base prices for bids: \$1.25 per pound. All other manufacturing costs shall be fixed at the bid price.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 45 WKS, 20 AFTER ORDER.

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder shall and hereby agrees to indemnify, defend and save harmless the Owner, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses by reason of injury or death to person(s) or damage to property to the extent caused by the negligent acts or omissions, violation of law or regulation, or willful misconduct of Bidder, its officers, agents and employees, in the performance of this order.

5. Firm Proposal.

- 1) All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will be utilized. Copper base price for bids: **\$4.15 per pound.** All other manufacturing costs shall be fixed at the bid price.

6. Bidder's Representations and Warranties.

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

A. The Products. Bidder warrants to the Owner that the Goods will conform to the specifications, drawings and other descriptions supplied or adopted by the Owner. All warranties available from the manufacturer of the goods sold to Owner shall be passed through to Owner from Bidder. Bidder agrees to work diligently on behalf of Owner to ensure manufacturer of goods promptly fulfills their warranty obligation.

The manufacturer shall warrant that the Product will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid.

B. Compliance with Laws. All Products and all of their components will comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder 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, (ii) 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 (iii) for any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments.

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

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

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

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

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

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will be construed to refer to calendar days.

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

G. Assignment. Neither this Contract/Bid, nor any interest herein, may be assigned or subcontracted in whole or in part by Bidder except with the prior written consent of Owner.

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

DATED this 15th date of NOVEMBER 2022

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

Bidder's Name: WESCO

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: MATT BOGGS

Title/Position: ACT REP

Bidder's Business Address: 2401 INTERNATIONALE PKWY
WOODRIDGE, IL 60517

Bidder's Business Telephone: _____ Facsimile: () _____

If a Corporation or Partnership, list all Officers or Partners:

JOHN ENGEL	PRESIDENT	
DAVID SCHULTZ	CFO	

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 600 VOLT UNDERGROUND CABLE

1. Stranded copper conductor in the sizes and amounts indicated below.

Item	Size	Strands	Quantity To Be Ordered	Maximum Reel	Cable Lay
1.	3-1/c 1/0 A.W.G.	19	3,000 ft.	3,500 ft.	Triplexed
2.	3-1/c 4/0 A.W.G.	19	2,500 ft.	3,500 ft.	Triplexed
3.	3-1/c 350 kcmil	37	1,000 ft.	1,500 ft.	Triplexed
4.	3-1/c 500 kcmil	37	950 ft.	1,000 ft.	Triplexed

2. Insulation shall be rated for RHH, RHW-2, and USE-2. Suitable for direct burial or conduit installation and for 90°C operation in dry or wet locations.
3. Cable shall be supplied in the following configurations as ordered:
- Larger than #2 A.W.G., 3 – 1/c cables, triplexed.
- Larger than #2 A.W.G., 4 – 1/c cables, quadruplexed.
4. Cable shall be identified on the covering in contrasting color by manufacturer's name, year of manufacture, type of insulation, conductor material and size, and sequential footage markings.
5. All cable ends will be capped to prevent water entry.
6. Reel type: Non-returnable, Maximum Size 84" diameter x 58" wide.
7. Reel coverings as shown below. Cable not shipped as shown will be rejected.
- A. Level 5, Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
- B. Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
8. Tolerances of cable lengths: $\pm 5\%$.
9. Cutting lengths shall be specified as needed.
10. Cable shall be delivered in open, flat bed trucks. Reels shipped flat will be rejected.
11. Copper base price shall be **\$4.15** per pound. All other manufacturing costs shall be fixed at the bid unit price. Metals escalation / de-escalation will be applicable. Vendor's quote to specify if date of manufacture or date of shipment will be used for determining metals adjustment.
12. Items may be individually awarded separately.
13. Deliveries: Required 48 hours advance notification @ (847) 716-3551.
- Receiving hours: Monday to Friday, 7:30am to 2:30pm.
Village of Winnetka Yards
1390 Willow Road, Winnetka, IL 60093
14. Approved cable manufacturers:
- BICC (General), Okonite, Service Wire Co., Southwire, and Prysmian.

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY

MANUFACTURER (600V CABLE): SERVICE WIRE

2) Bid Worksheet

600V Cable

Item	Description	Strands	Cable Lay	Unit Price (per foot)	Lead Time (Weeks/Days)
1.	3-1/c 1/0 A.W.G.	19	Triplexed	7.945	4-5 wks
2.	3-1/c 4/0 A.W.G.	19	Triplexed	15.692	}
3.	3-1/c 350 kcmil	37	Triplexed	25.088	}
4.	3-1/c 500 kcmil	37	Triplexed	35.374	4-5 wks

☐ Cable will be export packaged

☒ Standard packaging, F.O.B. Winnetka

★

NOTE: ITEMS MAY BE AWARDED SEPARATELY. IF THERE IS ADDITIONAL DISCOUNT/LOWER UNIT PRICE FOR BIDDER TO BE AWARDED ALL ITEMS, PLEASE MAKE REFERENCE ON BID RESPONSE.

★ RELEASE MINIMUM FOR FREIGHT
10,000 lbs
(TOTAL QUOTE IS 17,645)

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is accepted by the Village of Winnetka ("Owner") as of this ____ day of _____ 2022.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefor and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, or invoice.

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

Exhibit #1**Bid Tabulation RFB #WE022-049****600 Volt Cable**

Vendors	600 Volt Cable Conductor Sizes			
	3-1/c 1/0 A.W.G.	3-1/c 4/0 A.W.G.	3-1/c 350 kcmil	3-1/c 500 kcmil
Power Line Supply	\$8.210	\$16.220	\$25.950	\$36.570
The Okonite Company ⁽¹⁾	\$11.706	\$17.348	\$32.538	\$44.495
Wesco	\$7.945	\$15.692	\$25.088	\$35.374

Note (1): Okonite took exception to order quantities. Minimum order is 3,400 ft.

Vendor	Cable OEM	Lead Time
Power Line Supply	Service Wire	4-5 weeks
The Okonite Company	Okonite	26-28 weeks
Wesco	Service Wire	4-5 weeks

Cable Purchase Detail:

Item	Unit Price (\$/ft.)	Order Quantity (feet)	Shipping Length / Packaging	Extended Price
3-1/c 1/0 A.W.G.	\$7.95	3,000	\$1,191.75	\$25,026.75
3-1/c 4/0 A.W.G	\$15.69	2,500	\$1,961.50	\$41,191.50
3-1/c 350 kcmil	\$25.09	1,000	\$1,254.40	\$26,342.40
3-1/c 500 kcmil	\$35.37	950	\$1,680.27	\$35,285.57

TOTAL: \$127,846.22



\$127,847



Agenda Item Executive Summary

TITLE: Resolution No. R-121-2022: Approving Contract with Core & Main LP for the Purchase of Water Meters (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The 2023 Water Fund Budget contains \$48,375 (account #520.62.35-567) for the purchase of water meters.

EXECUTIVE SUMMARY:

The Water Fund has historically bid and purchased water meters on as-needed basis for smaller order quantities throughout a fiscal year. As a result of supply chain disruptions, the lead time for water meters has been inconsistent, periodically extended and unreliable. In the upcoming fiscal year, the Water Fund will need a sufficient inventory of water meters in stock to support both the replacement of lead water service lines in addition to those required for other typical replacements and/or service upgrades. Staff is requesting approval to pre-purchase the majority of the 2023 water meter requirements to ensure an adequate stock of inventory to avoid potential delays in the completion of water main replacement projects as any lead water service replaced will require a new water meter.

In 2021, the State of Illinois enacted the Lead Service Line Replacement and Notification Act. This legislation contained specific obligations for the Village beginning in the year 2022. Effective January 1, 2022, municipalities were required to fully replace lead service lines when engaging in both scheduled and emergency repairs. In fiscal year 2023, water main replacement projects will require the replacement of ninety-four lead water services. An additional fourteen water meters are projected to be replaced on an emergent basis and twenty lead services are projected to be replaced as part of a voluntary program. The standard size water meter installed with a new residential water service is a 1" meter.

The Water & Electric Department issued Bid Number 022-047 for the purchase of 5/8" and 1" water meters. Staff received bids from the following vendors: Sensus, Core & Main, and Taza Supplies. The lowest qualified bid for both sizes of water meters was submitted by Core & Main. This company is a national distributor for water and wastewater products. Exhibit #1 contains a bid tabulation along with quoted lead times.

All three bid respondents indicated a manufacturing lead time of at least 36 weeks. Staff contacted the low apparent bidder, Core & Main, to determine if an opportunity existed to receive partial shipments

of meters prior to the stated lead time. The vendor has indicated that their company will have sufficient inventory of the specified meters to deliver the bid quantities in the first week of January 2023 (reference Exhibit #2)

Resolution No. R-121-2022, prepared by the Village Attorney, authorizes the Village Manager to purchase water meters in an amount not to exceed \$42,320 under the contract with Core & Main.

RECOMMENDATION:

Consider adoption of Resolution No. R-121-2022, approving a Contract with Core & Main for the Purchase of Water Meters, in an amount not to exceed \$42,320.

ATTACHMENTS:

1. Resolution No. R-121-22: Approving a Contract with Core and Main for Purchase of Water Meters

RESOLUTION NO. R-121-2022

A RESOLUTION APPROVING A CONTRACT WITH
CORE & MAIN LP
FOR THE PURCHASE OF WATER METERS

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

WHEREAS, the Village issued Bid #022-047 ("**Request for Bids**") for the purchase of water meters ("**Equipment**") by the Village Water & Electric Department; and

WHEREAS, the Village received three bids ("**Bids**") to provide the Equipment and opened the Bids on November 17, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Core & Main LP ("**Vendor**") is the lowest responsive and responsible bidder to provide the Equipment; and

WHEREAS, the Village Council desires to enter into a contract with Vendor for the Village to purchase the Equipment from Vendor in an amount not to exceed \$42,320.00 ("**Contract**"); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Vendor in a final form approved by the Village Manager.

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

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 6th day of December, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

CONTRACT/BID
FOR WATER METERS

Full Name of Bidder:

Core & Main LP

("Bidder")

Principal Office Address:

1830 Craig Park Court

St. Louis, MO 63146

Local Office Address:

29950 Skokie Highway

Lake Bluff, IL 60044

Contact Name: Steve Littner

Telephone: 847-473-1900

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: **Assistant Finance Director**

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specifications and by this reference made as part of this Contract/Bid***. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Description	Quantity	Unit Price	Lead Time (ARO)
5/8" water meter, 100 cubic feet, 4 digit display, 3 wire terminal block for remote read connection, manufacturer: Sensus IPERL	20	\$138.00	36 Weeks
1" water meter, 100 cubic feet, 4 digit display, 3 wire terminal block for remote read connection, manufacturer: Sensus IPERL	184	\$215.00	36 Weeks

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

See pricing form above.

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under

Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner:

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 07/28, 2023.

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder shall and hereby agrees to indemnify, defend and save harmless the Owner, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses by reason of injury or death to person(s) or damage to property to the extent caused by the negligent acts or omissions, violation of law or regulation, or willful misconduct of Bidder, its officers, agents and employees, in the performance of this order.

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

5. Firm Proposal.

All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 60 days after the date this sealed Contract/Bid is opened.

6. Bidder's Representations and Warranties.

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

A. The Products. Bidder warrants to the Owner that the Goods will conform to the specifications, drawings and other descriptions supplied or adopted by the Owner. All warranties available from the manufacturer of the goods sold to Owner shall be passed through to Owner from Bidder. Bidder agrees to work diligently on behalf of Owner to ensure manufacturer of goods promptly fulfills their warranty obligation.

The manufacturer shall warrant that the Product will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid.

B. Compliance with Laws. All Products and all of their components will comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder 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, (ii) 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 (iii) for any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments.

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

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

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

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

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

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will be construed to refer to calendar days.

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

G. Assignment. Neither this Contract/Bid, nor any interest herein, may be assigned or subcontracted in whole or in part by Bidder except with the prior written consent of Owner.

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

DATED this 17 date of November 2022

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

Bidder's Name: Core & Main LP

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Steve Littner

Title/Position: Branch Manager

Bidder's Business Address: 29950 Skokie Highway

Lake Bluff, IL 60044

Bidder's Business Telephone: (847) 473-1900 Facsimile: (847) 473-3873

If a Corporation or Partnership, list all Officers or Partners:

Stephen O. LeClair	Chief Executive Officer	
Mark R. Witkowski	Vice President & Chief Financial Officer	
Mark G. Whittenburg	General Council & Secretary	
John R. Schaller	President, Waterworks	

DELEGATION OF AUTHORITY

I, Tom Whalls, District Manager of Core & Main LP, a Florida limited partnership (the "Company"), hereby delegate authority to Steve Littner (the "Delegate"), to execute and deliver to the Village of Winnetka, Illinois the Request for Bids #022-047, Water Meters, (the "Document"), and to take or cause to be taken any and all actions in connection therewith as such individual may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken, on behalf of the Company.

This Delegation is limited to the Document as described above.

The Delegation is personal to the Delegate. The Delegate may not further delegate the authorities granted in this Delegation.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of November, 2022.

CORE & MAIN LP
a Florida limited partnership

By: _____

DocuSigned by:

B277F28FAF1B47A...

Tom Whalls
District Manager

ACCEPTANCE

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

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefor and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, or invoice.

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

Exhibit #1**Bid Tabulation RFB #WE022-047****Water Meters**

Vendors	Water Meter Sizes		
	5/8"	1"	Lead Time
Taza Supplies DBA Of Tiles In Style, LLC	\$517.860	\$786.000	40-44 weeks
Sensus USA Inc.	\$183.690	\$286.650	36 weeks
Core & Main	\$138.000	\$215.000	36 weeks

Order Quantity Detail:

Item	Core & Main Unit Price (\$/ft.)	Order Quantity	Extended Price
5/8" Sensus IPERL meter	\$138.00	20	\$2,760.00
1" Sensus IPERL meter	\$215.00	184	\$39,560.00
TOTAL:			\$42,320.00



November 21, 2022

Core & Main LP
29950 Skokie Highway
Lake Bluff, IL 60044

Re: Delivery Schedule Clarification

Mr. Steve Littner,

The Village of Winnetka held a bid opening on November 17, 2022, for RFB #022-047 Water Meters. Core & Main submitted a responsive bid for this work.

The Village is evaluating bids received for RFB #022-047. Based on your bid response, the estimated lead time (ARO) for the receipt of all meters is 36 weeks. The Village would like to determine if there is an opportunity to receive partial orders of meters prior to this date. If there is an opportunity to ship partial orders of 1" and 5/8" meters, please provide a firm delivery schedule with dates and quantities. These meters are required to support the installation of new water services associated with water main replacement work planned in 2023. This information is required in order to develop the contract schedule for the water main replacement work.

Please feel free to contact me with any questions.

Sincerely,

Anthony Vasquez
Assistant Finance Director
(847)716-3504
avasquez@winnetka.org

Anthony Vasquez

From: Littner, Steve <Steve.Littner@coreandmain.com>
Sent: Monday, November 21, 2022 2:52 PM
To: Anthony Vasquez
Cc: Baran, Mark
Subject: RE: Village of Winnetka bid RFB #022-047 Water Meters - Delivery schedule clarification

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Anthony,

On our bid we listed a worst-case scenario in regard to the availability and was based on the manufacturer's current lead time. However, we do have enough meters on hand to cover your order and can deliver the first week of January. Please advise if you have any additional concerns or questions.

Thank you,

Steve Littner
Branch Manager
Lake Bluff, IL BR 482
O: (847) 739-1066
M: (847) 980-7061
Cisco Ext. 39566
steve.littner@coreandmain.com



CONFIDENTIALITY NOTICE:

This message is for intended addressee(s) only and may contain confidential, proprietary or privileged information exempt from disclosure, and subject to terms at: <http://emailterms.coreandmain.com>

From: Anthony Vasquez <AVasquez@winnetka.org>
Sent: Monday, November 21, 2022 12:02 PM
To: Littner, Steve <Steve.Littner@coreandmain.com>
Cc: Baran, Mark <Mark.Baran@coreandmain.com>
Subject: Village of Winnetka bid RFB #022-047 Water Meters - Delivery schedule clarification

CAUTION: External

Mr. Steve Littner,

The Village received the bid response you provided for RFB #022-047 Water Meters. Please see the attached letter, where we request clarification on the delivery schedule for the meters. This information will help in our bid evaluation process.

Let me know if you have any questions.

Thank you,

Anthony Vasquez
Assistant Finance Director
Village of Winnetka
avasquez@winnetka.org
847-716-3504



Agenda Item Executive Summary

TITLE: Resolution No. R-122-2022: Landfill Monitoring Wells Change Order (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Proposal for abandonment of existing monitoring wells and gas probes by Testing Service Corporation, for a price not to exceed \$23,000 approved on 06/14/22; Purchase Order No. 2022-00000257.

EXECUTIVE SUMMARY:

As part of the approval by the Illinois Environmental Protection Agency (IEPA) to end post closure care monitoring of the former Winnetka Landfill the Village was required to abandon all existing associated monitoring wells and gas probes. The Engineering Department worked with the Village's Environmental Engineering Consultant, Andrews Engineering, to receive pricing for this abandonment work.

A proposal from Testing Services Corporation (TSC), out of Carol Streams, Illinois, for a price not to exceed \$23,000 was received to perform the abandonment work and completion of reports to be submitted to the Cook County Health Department. The original scope of work anticipated the abandonment and sealing of twenty-two (22) monitoring wells and five (5) gas probes on and surrounding the landfill. The monitoring wells were assumed to be constructed of 2" PVC pipe with the majority of them being 25 feet deep or less. The gas probes were assumed to be constructed of 1" PVC pipe and assumed to be less than 20 feet deep.

During the abandonment it was determined that the Village would need to abandon additional monitoring wells associated with the existing leachate collection system and additional gas probes. This change included a combination of an additional twenty-one (21) leachate collection wells, piezometers, and vent structures, including the necessary reporting documentation. This necessary additional work resulted in an increase of \$10,110 to the contract amount, for a new total contract amount of \$31,110. Based on the Village's need to expedite the abandonment for the stormwater project, approval was granted to the Contractor to continue and complete the additional work.

All required reports have been submitted to the Cook County Health Department. As a result of the abandonment work the Village received final approval from the IEPA to end Post Closure Care of the former Winnetka Landfill. This approval means the Village no longer needs to perform regular sampling and reporting, or seek permitting approval from the IEPA to place soil on the landfill. The Village will no longer need to perform leachate extraction activities. The approval also allowed the Village to place

excavated soils from the stormwater project, avoiding hauling costs.

Staff is proposing to pay for the additional \$10,110 of abandonment work using authorized funds in the Refuse Budget, Landfill Monitoring; Account No. 560.80.01-588.

RECOMMENDATION:

Consider adopting Resolution No. R-122-2022, approving Change Order No. 1 with Testing Service Corporation (TSC) for the abandonment of existing monitoring wells and gas probes on the former Winnetka Landfill for an amount not to exceed \$10,110.

ATTACHMENTS:

1. Resolution No. R-122-2022: Approving Change Order No. 1 to Contract with Testing Services Corporation for Abandonment of Monitoring

RESOLUTION NO. R-122-2022

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO
THE CONTRACT WITH TESTING SERVICE CORPORATION FOR
ABANDONMENT OF MONITORING WELLS AND GAS PROBES**

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, on June 14, 2022, the Village entered into a contract ("**Contract**") with Testing Service Corporation ("**Contractor**") for work and reporting related to the abandonment and sealing of monitoring wells and gas probes at the former Winnetka Municipal Landfill ("**Work**") for an amount not to exceed \$23,000; and

WHEREAS, after commencing the Work, the Village and Contractor discovered that, to comply with requirements and timelines imposed by the Illinois Environmental Protection Agency and the Cook County Health Department (collectively, "**Regulations**"), the Village would need to perform additional work including, without limitation, the abandonment and sealing of additional wells, gas probes, and related facilities ("**Additional Work**"); and

WHEREAS, the Contractor offered to perform the Additional Work for an additional amount not to exceed \$10,110 ("**Change Order No. 1**"), and, in order to comply with the Regulations, commenced the Additional Work; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 1 with the Contractor;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 1. The Village Council approves Change Order No. 1 in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 1, after receipt by the Village Manager of two executed copies of Change Order No. 1 from Contractor; provided, however, that if the Village Manager does not receive two executed copies of Change Order No. 1 from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal Change Order No. 1 will, at the option of the Village Council, be null and void.

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

December 6, 2022

R-99-2022

ADOPTED this 6th day of December, 2022, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

Testing Service Corporation
 360 South Main Place
 Carol Stream, IL 60188-2404

STATEMENT

CUSTOMER NO.: WINN0006
PAGE: 1
DATE: 10/31/2022

Client:

Village of Winnetka
 1390 Willow Road
 Winnetka, IL 60093

Job #	Job Description	Doc Date	Ty.	Due Date	Document No.	Amount
94254	WinnetkaMunicipalLandfill-SWCWillow&Winnetka-Po#202200000257	8/25/2022	IN	9/24/2022	IN124268	33,110.00
					Total for Job #: 94254	33,110.00

Payment overdue. Please pay promptly.

IN - Invoice
 DB - Debit Note
 CR - Credit Note
 IT - Interest Payable
 PY - Applied Receipt
 ED - Earned Discount
 AD - Adjustment
 PI - Prepayment
 UC - Unapplied Cash
 RF - Refund

Total ➡ 33,110.00

1 - 30 DAYS O/DUE 0.00	31 - 60 DAYS O/DUE 33,110.00	61 - 90 DAYS O/DUE 0.00	OVER 90 DAYS O/DUE 0.00
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Testing Service Corporation



Agenda Item Executive Summary

TITLE: Resolution No. R-123-2022: Approving an Outdoor Dining Agreement with Hometown Coffee (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

A license agreement approved by Village Council on February 15, 2022 granted Hometown authorization for installation of an impermanent vestibule enclosure outside their main entrance at Lincoln and Elm Streets and to set out tables and chairs under the existing awnings adjacent to the building on the public right of way during the winter months. Due to supply chain issues, the approved impermanent vestibule was never installed. Outdoor seating was popular at Hometown throughout the winter and early spring, with heated awnings providing warmth and shelter during inclement weather. This year, Hometown is seeking approval for temporary outdoor seating under the heated awnings, but is not seeking approval to install an outdoor vestibule.

EXECUTIVE SUMMARY:

Hometown Coffee and Juice, 749 Elm Street, is seeking authorization to set out tables and chairs under the existing awnings adjacent to the building on the public right of way during the winter months. A license agreement will grant Hometown temporary outdoor seating under the heated awnings from December 1, 2022 through April 1, 2023. The license agreement contains a minimum insurance liability limit of \$2,000,000 for the general aggregate and \$1,000,000 for each occurrence with the Village named as an additional insurance. There is a liability and indemnity waiver for any damages or injuries that may be sustained.

RECOMMENDATION:

Consider approval of Resolution No. R-123-2022: Approving an Outdoor Dining Agreement with Hometown Coffee & Juice, LLC.

ATTACHMENTS:

1. Resolution No. R-123-2022: Approving an Outdoor Dining Agreement with Hometown Coffee & Juice, LLC
2. Hometown License Agreement 2022.12.06

RESOLUTION NO. R-123-2022

**A RESOLUTION APPROVING AN OUTDOOR DINING AGREEMENT WITH
HOMETOWN COFFEE & JUICE, LLC**

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, Hometown Coffee & Juice, LLC (“*Restaurant*”) is the operator of the food and beverage establishment at 749 Elm Street in the Village; and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption, within a portion of the public right-of-way, from December 1, 2022 through April 1, 2023 (“*Outdoor Service*”); and

WHEREAS, the threat of COVID-19 has caused many diners to desire to engage in outdoor dining to reduce the risk of COVID-19 transmission; and

WHEREAS, outdoor dining brings vitality to the Village’s downtown business districts; and

WHEREAS, the Village and Restaurant desire to enter into an Outdoor Dining Agreement to permit the Restaurant to provide Outdoor Service (“*Outdoor Dining Agreement*”); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the Outdoor Dining Agreement with the Restaurant;

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 OUTDOOR DINING AGREEMENT. The Village Council hereby approves the Outdoor Dining Agreement by and between the Village and Restaurant 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 OUTDOOR DINING AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Outdoor Dining Agreement.

December 6, 2022

R-123-2022

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

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
OUTDOOR DINING AGREEMENT

{00129272.1}

OUTDOOR DINING AGREEMENT

THIS OUTDOOR DINING AGREEMENT ("Agreement"), dated as of this 6th day of December, 2022, ("**Effective Date**"), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **HOMETOWN COFFEE & JUICE LLC**, an Illinois limited liability company ("**Restaurant**").

WITNESSETH:

WHEREAS, on March 9, 2020, the Governor of the State of Illinois ("**Governor**") declared a State of Emergency related to the COVID-19 pandemic; and

WHEREAS, on March 16, 2020, the Governor issued Executive Order No. 2020-07, which prohibited all businesses within the State that offer food or beverages for on-premises consumption – including restaurants, bars, and similar business establishments ("**Food and Beverage Service Establishments**") from providing on-premises service of food and beverages and limited their operations to delivery and carry-out services only, which Executive Order was extended numerous times by Executive Order; and

WHEREAS, most of the restrictions on indoor service by Food and Beverage Service Establishments have abated, the threat of COVID-19 still persists and many diners desire to continue to engage in outdoor dining to reduce the risk of COVID-19 transmission; and

WHEREAS, outdoor dining brings a vitality to the Village's downtown business districts; and

WHEREAS, the Restaurant is the operator of the Food and Beverage Establishment – Hometown Coffee & Juice located at 749 Elm Street in the Village ("**Property**"); and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption ("**Outdoor Service**") from December 1, 2022 through April 1, 2023; and

WHEREAS, the Village Council has approved the Restaurant's request to use a portion of the public right-of-way for Outdoor Service provided that the Restaurant execute and agree to the terms of this Agreement;

NOW, THEREFORE, the Restaurant voluntarily declares that the Property, the Outdoor Service Area (as defined below), all portions thereof, and all improvements constructed thereon or therein, are and shall be held, used, and occupied subject to the following restrictions and provisions:

1. Outdoor Service shall be provided only on the area depicted in **Exhibit A** ("**Outdoor Service Area**").

2. The Restaurant acknowledges and agrees that in providing Outdoor Service, it will comply with all applicable federal, State, and local laws, statutes, ordinances, regulations, and orders, including, without limitation, any operational guidance concerning Outdoor Service promulgated by the Governor, Illinois Department of Public Health, Illinois Department of Commerce and Economic Opportunity, or other State agency (collectively, "**Requirements of Law**").

3. The Restaurant acknowledges and agrees that, by allowing the Restaurant to provide Outdoor Service in the Outdoor Service Area, the Village is not vesting any rights in the Restaurant to any additional zoning or permit approvals, regardless of expenditures incurred by the Restaurant in improving the Outdoor Service Area.

4. The Restaurant acknowledges and agrees that it may setup and use for Outdoor Service the Outdoor Service Area from December 1, 2022 through April 1, 2023 only during the following times:

- Monday through Sunday: 7:00 a.m. to 5:00 p.m.

(collectively, “**Permitted Times**”). The Restaurant may not place, setup, store, or use any of its tables, chairs, or other personal property on the Outdoor Service Area during any time except during the Permitted Times.

5. The Restaurant acknowledges and agrees that: (i) it has confirmed that its general liability insurance, and if it serves alcohol, its dram shop insurance, provides coverage for Outdoor Service in the Outdoor Service Area; and (ii) it will maintain such insurance during all times it engages in Outdoor Service.

6. The Restaurant hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; (b) any action or inaction taken by the Village pursuant to or in connection with this Agreement or the use of the Outdoor Service Area for Outdoor Service; or (c) the operation of the Property and/or the Outdoor Service Area.

7. Applicant must provide a policy of insurance that names the Village of Winnetka as an additional insured with Applicant, with minimum liability limits of \$2,000,000 for the general aggregate and \$1,000,000 for each occurrence. The certificate of insurance must be approved by the Finance Director prior to utilizing the Outdoor Service Area.

8. The Restaurant acknowledges and agrees that:

A. The Village shall have the right at any time, in its absolute discretion, and without prior or written notice to the Restaurant: (i) to terminate this Agreement; (ii) to enforce any applicable Requirement of Law; (iii) to require the Restaurant to immediately terminate Outdoor Service and restore the Outdoor Service Area to its condition prior to its use for Outdoor Service at Restaurant's sole cost and expense, normal wear and tear excepted; and (iv) to adopt additional orders or ordinances which may impact the Restaurant's ability to provide Outdoor Service or use of the Outdoor Service Area.

B. The Restaurant will not challenge any actions taken by the Village in accordance with Section 8.A of this Agreement.

9. The individual signing this Agreement represents and warrants that they have been authorized to sign this Agreement on behalf of the Restaurant and bind the Restaurant.

IN WITNESS WHEREOF, the Restaurant and the Village have caused this Agreement to be executed by duly authorized representatives on the date first above written.

H
Ill
By  **EE & JUICE LLC**, an
company

By: _____

Owner

Its: _____

VILLAGE OF WINNETKA, an Illinois home
rule municipal corporation

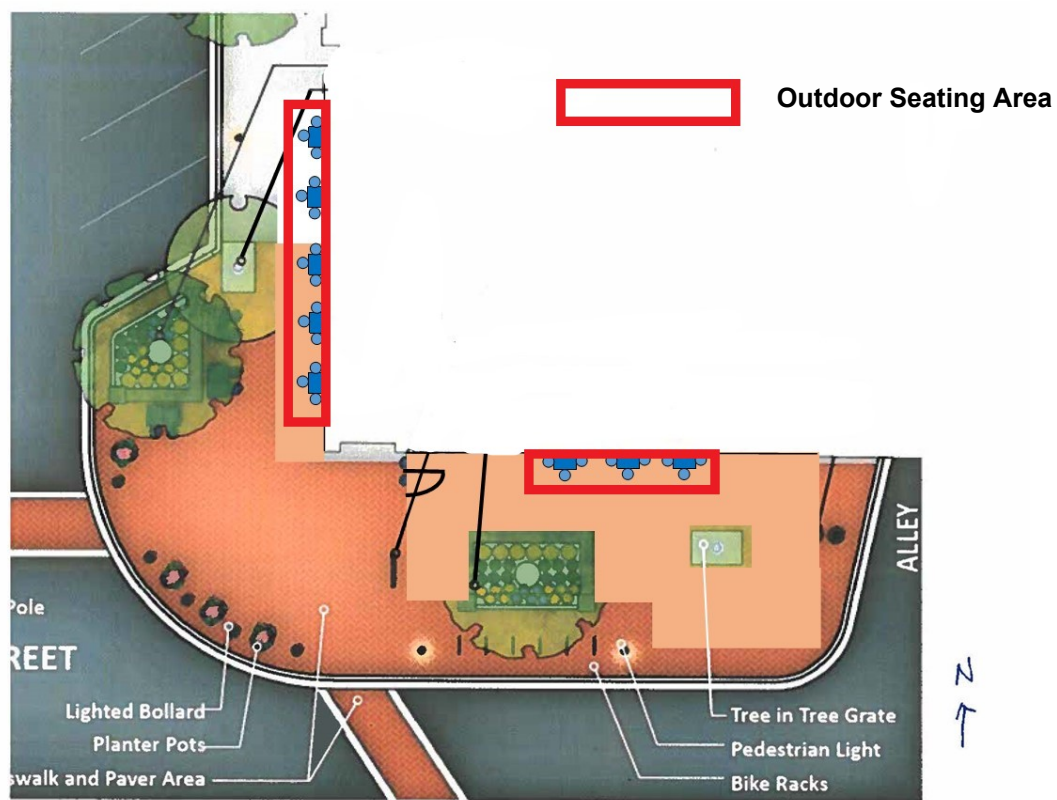
By: _____
Robert Bahan, Village Manager

EXHIBIT A

DEPICTION OF AREA DESIGNATED FOR OUTDOOR SERVICE

Proposed Outdoor Seating Area for Hometown Coffee and Juice, 749 Elm Street, Winnetka
from December 2022—April 2023

Requested chairs: 24; Requested tables: 8





Agenda Item Executive Summary

TITLE: Resolution No. R-124-2022: Prescient Contract Renewal (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village entered into a contract with Prescient Solutions for Information Technology (IT) consulting services on December 1, 2011. The contract has been subsequently renewed on February 1, 2013, March 1, 2016, February 1, 2017, and March 1, 2020. The current contract will expire on March 31, 2023.

EXECUTIVE SUMMARY:

The Village has one full-time IT employee and we supplement our computer support needs on a contractual basis. The Village has used contracted labor from Prescient Solutions for network equipment, PC's, communications devices, and software development ideas since 2011.

As part of the proposed extension, Prescient will continue to provide an on-site technical support professional two days per week. Additionally, they provide access to round-the-clock phone support and upper level engineering resources for complex projects. An annual comprehensive network security audit for the Village is also included for each year of the contract.

Resolution No. R-124-2022 authorizes the Village President and Village Clerk to execute an addendum extending the contract between the Village and Prescient Solutions, originally approved on December 1, 2011, for three (3) additional years. Staff has worked with Prescient Solutions to align the new contract extension with the budget year. The extension will now begin on January 1, 2023 and go through December 31, 2025.

RECOMMENDATION:

Consider adoption of Resolution No. R-124-2022, which approves the addendum to extend the original December 1, 2011 contract with Prescient Solutions in the amount of \$60,811.08 for Year 1 (1/1/23 - 12/31/23), \$64,932.60 for Year 2 (1/1/24 - 12/31/24), and \$68,828.52 for Year 3 (1/1/25 - 12/31/25) of the extension.

ATTACHMENTS:

1. Resolution No. R-124-2022: Approving an Agreement with Prescient Solutions

RESOLUTION NO. R-124-2022

**A RESOLUTION APPROVING EXTENSION AND RENEWAL OF AN AGREEMENT
WITH PRESCIENT DEVELOPMENT, INC.
FOR INFORMATION TECHNOLOGY SUPPORT SERVICES**

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

WHEREAS, on December 1, 2011, the Village entered into an agreement ("**Agreement**") with Prescient Development, Inc. ("**Consultant**"), for the performance of information technology services ("**Services**"); and

WHEREAS, the Agreement expires on March 31, 2023; and

WHEREAS, Consultant has performed the Services to the satisfaction of the Village;
and

WHEREAS, the Village desires to extend and renew the Agreement under the same terms and conditions until December 31, 2025 by entering into an addendum to the Agreement with Consultant ("**Addendum**"); and

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

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

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

December 6, 2022

R-124-2022

ADOPTED this 6th day of December, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
ADDENDUM

ATTACHMENT C

Attachment to Services Agreement

In accordance with the Services Agreement (the "Agreement"), effective December 1, 2011 and signed between **Prescient Development, Inc.**, doing business under the assumed name in Illinois, **Prescient Solutions**, ("Prescient") with its principal offices and business 1515 Woodfield Road, Suite 880, Schaumburg, IL 60173 and the **Village of Winnetka** ("Winnetka") with its principal place of business at 510 Green Bay Road, Winnetka, IL 60093, this Attachment C is an integral part thereof and shall replace Attachment C signed February 18, 2020.

Prescient Resources

Prescient will provide the following resources over the term of this Agreement.

- Core Resources

<u>Resource Type</u>	<u>Number of Resources</u>
Systems Administrator/Network Engineer/Help Desk	.40

- Unless otherwise agreed upon by Prescient and Winnetka, all day-to-day support is to be accomplished two (2) days per week, Monday through Friday between 7:00am and 6:00pm local time. All additional projects outside the scope of this Attachment C will continue to be bid to Winnetka on a per project basis.

Additional Resource Rate Structure

At the request of Winnetka, Prescient may provide additional resources outside the scope of this Agreement to Winnetka for non-project based short-term tasks. Prescient will provide these tasks to Winnetka based on the following Time and Material rates.

<u>Resource Type</u>	<u>Time and Material Rate</u>
Help Desk/Server Administrator	\$ 91.30/Hour
Network Administrator	\$107.45/Hour
Senior Network/Server Engineer	\$134.30/Hour
WAN/Firewall/Security Engineer	\$161.20/Hour
Application Development Engineer	\$111.65/Hour
Senior Application Development Engineer	\$139.70/Hour

Prescient will review long-term services and tasks or specific projects and propose them on a per project basis.

Agreement Reviews

- Semi-annual Task List Review
 - List all Current Tasks and their status
 - Define New Tasks and Priorities
- Annual Contract Review

Agreement Dates and Payment Schedule

The Agreement to perform services will run over a **three (3) year contract period**. Monthly payments will be made to Prescient at the beginning of each month for services to be provided during the month.

The service start date is January 1, 2023 and the service end date is December 31, 2025. Payments for Renewal Year 1 of the current Agreement will be paid as follows:

	<u>Total</u>
January 1, 2023	\$ 4,956.08
February 1, 2023	\$ 4,956.08
March 1, 2023	\$ 4,956.08
April 1, 2023	\$ 5,104.76
May 1, 2023	\$ 5,104.76
June 1, 2023	\$ 5,104.76
July 1, 2023	\$ 5,104.76
August 1, 2023	\$ 5,104.76
September 1, 2023	\$ 5,104.76
October 1, 2023	\$ 5,104.76
November 1, 2023	\$ 5,104.76
December 1, 2023	\$ 5,104.76
Total -	\$ 60,811.08.

Renewal Year 2 monthly payment is \$5,411.05, annually \$64,932.60.

Renewal Year 3 monthly payment is \$5,735.71, annually \$68,828.52.

The Village of Winnetka shall have the option to extend the Support Services Agreement for an additional three (3) year period at the end of the term. The additional Support Services term shall be on the same terms and conditions as the original Support Services Term. In the event Village of Winnetka elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Support Services Term.

Scope of Work (Changes to Scope of Work will be mutually agreed upon)

A. Professional Services

- Account Management
 - Status Reporting - Automated Monthly reporting
 - Monthly Customer Communications

- Quality/Customer Satisfaction Review
 - Project/Milestone Timeline Management
 - Staffing/Personnel Review
- Site Engineer Management
 - Personnel/HR Management
 - Schedule Management
 - Emergency/Project Service Remediation Team Management
 - Communications
- Annual Reviews
- Emergency Service Restoration and Audit/Project Team – to be billed on an Hourly Time and Material Basis

B. Systems Documentation and Knowledge Management

- Account Services Manual
 - Escalation Processes and Contacts
 - Onsite Engineers, Account Relationship Manager, CIO/COO
 - Client escalation priorities
 - Problem Management
 - Service Management
 - Client Services Definitions/Categories
 - Quality of Service Assurance
 - IT Reference Information
 - Diagrams
 - Inventory
 - Defined configurations of all devices (infrastructure, servers, workstations, etc.)
- Status Reporting – Monthly
- Time Reporting – Weekly hours and tasks descriptions

C. Day-to-Day support – to be provided two (2) days per week

- Maintenance of Servers

- Monitor System Resources on each server
- Monitor Daily Backup Operations on each server
- Monitor and Correct Operating System Errors on each server
- Review, Download and Install Microsoft Service Packs as necessary for each server
- Review, Download and Install Microsoft Security Updates as necessary for each server
- Review, Download and Install Antivirus Updates for each server
- User Administration
 - Add, Change and Delete Users to Corporate Servers
 - Maintain Security and Authentication standards for Server Users
 - Add, Change and Delete File and Share Permissions for Server Users
 - Monitor Security Log for user violations
- Additional Server support (including installation of new servers, migration of other servers, re-installation and/or upgrading of existing servers) to be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing contracted onsite technicians. Any additional resources required to meet increased time frames will be billed on a Time and Material Basis over and above the “Daily Support Contract” or added as an addendum to the “Daily Support Contract”.
- Manage Switches and Internet Routers
 - Monitor Routers and Switch for Performance
 - Maintain Cisco IOS and Configurations
- Manage Firewalls
 - Modify Firewall configurations as required
 - Update Firewall IOS as required
- Configuration, installation and support of additional Routers and Switches will be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing onsite contracted technicians.
 - Note: Any additional resources required to meet increased time frames will be completed on a Time and Material Basis over and above the “Daily Support Contract”.

Additional Services

- Additional projects, tasks or days per week will be mutually agreed upon and performed on a Time and Material basis over and above the defined contract cost.

Project Out of Scope:

- Any item not mentioned in above task list.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

VILLAGE OF WINNETKA
an Illinois municipality

PRESCIENT DEVELOPMENT, INC.
an Illinois corporation

By: _____

By: _____
Philip Greco

Its: _____

Its: CFO

Date: _____

Date: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-125-2022: Purchase of Leaf Vacuum Machine - Public Works (Adoption)

PRESENTER: Giovanni McLean

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

2023 Budget Item.

EXECUTIVE SUMMARY:

The Public Works Department FY2023 capital budget contains \$90,000 for the replacement of a 2004 Dinkmar leaf vacuum. The current equipment has been used extensively for leaf collection operations and was scheduled to be replaced in CY2019. This equipment exceeds the Department's policy for the replacement based on age and operational hours of the equipment. The Public Works Department is proposing to replace this equipment with a 2023 Dinkmar 13/16 cubic yard leaf vacuum machine. This is a manufacturer direct purchase from Partners Mfg Group, Inc. the parent company of Dinkmar.

Partners Mfg Group, Inc submitted a quote to the Village of Winnetka for a 2023 Leaf Vacuum Machine, for a not to exceed price of \$79,300. Staff confirmed that the equipment proposal meets the requirements of the Village's leaf collection operational needs. The leaf vacuum is also consistent with the existing fleet, which allows standardization of maintenance activities and replacement parts.

The FY2023 Public Works capital budget contains a total of \$265,000 (account #100.30.01-625) for the purchase of a replacement. The account will have a remaining balance of \$185,700 after the purchase of the leaf vacuum machine.

RECOMMENDATION:

Consider adopting Resolution No. R-125-2022, a resolution waiving bidding requirements, and awarding the purchase of a leaf vacuum machine from Partners Manufacturing Group, Inc. an amount not to exceed \$79,300.

ATTACHMENTS:

1. Resolution No. R-125-2022: Waiving Competitive Bidding and Approving Purchase of Leaf Vacuum Machine

RESOLUTION NO. R-125-2022

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING
THE PURCHASE OF A LEAF VACUUM MACHINE FROM
PARTNERS MANUFACTURING GROUP, 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 Public Works Department, in their Capital Improvement Plan, has identified the need to purchase a leaf vacuum machine ("***Equipment***"); and

WHEREAS, the Village Public Works Department desires to purchase the Equipment from Partners Manufacturing Group, Inc. ("***Vendor***") so that the Equipment will be consistent with the Village's existing fleet and it will be more efficient to maintain the Equipment and more affordable to maintain a stock of replacement parts; and

WHEREAS, the Village Council desires to purchase the Equipment from Vendor pursuant to a purchase order at a price not to exceed \$79,300.00 ("***Purchase Order***"); 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 Purchaser Order with Vendor for the purchase of the Equipment;

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 of the Equipment.

SECTION 3: APPROVAL OF PURCHASE ORDER. The Village Council approves the Purchase Order in a final form approved by the Village Manager.

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

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

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

ADOPTED this 6th day of December, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

Partner's Manufacturing Group Inc.



9357 Twp. Rd. 48 or P.O. Box 907
Galion, OH 44833
DBA DINKMAR



NOVEMBER 28 2022

To: Village of Winnetka
Public Works Dept.

Partner's Manufacturing Group Incorporated (dba DinkMar) is working with the Village of Winnetka on purchasing new 2023 Leaf Vacuum Machine. The purchase is manufacture direct sale. The purchase price is \$79,300.00 for new Lift Hook Truck Mounted leaf vacuum machine. The delivery date will be made after Stella Company confirms new A-frame order that was place on Monday (12-01-2022). Delivery information will be forward to Andy (service fleet dept).

The A-frame is order and will shipping in 8/10 weeks. The new machine will delivered by month of September of 2023 or before.

Sincerely,

David L. Dinkel
Partners Mfg. Group, Inc.
Dinkmar Leaf Vacuum Machines
419-565-7168

1 (419) 468-8516

1 (419) 616-8417 Fax

**DINKMAR
MACHINE THAT SUCK'S LEAVES!**

9357 TWP. RD. 48
P.O. BOX 907
GALION, OHIO 44833
419-565-7168 OFFICE

Quote

Date	Quote #
11/16/2022	2022-4498

Name / Address
VILLAGE OF WINNETKA 510 GREEN BAY RD. WINNETKA, IL 60093

Ship To
VILLAGE OF WINNETKA PUBLIC WORKS DEPT. 1390 WILLOW RD. WINNETKA, IL 60093

Terms	FOB	Account #	Rep
1% 10 Net 30	GALION, OHIO		DAVE

Item	Description	QTY ORD	BACK ORD	COST	Total
P-2017 TRUCK...	LIFT HOOK TRUCK MOUNT ASSEMBLY 13 /16 CU. YD. MACHINE ONE MAN 99HP YIER4 JOHN DEERE MOTOR DINKMAR 10' BODY HAS 10GA. MATERIAL, 3" CHANNEL, 6" CHANNEL, & 3/16"x 2" x 4" TUBING TOP RAIL. GALION-GODWIN GS 620 HD HOIST WELDED TO SUB-FRAME OF 1/4"x 2"x 4" x 12' LONG TUBING IS WELDED TO THE A-FRAME SUB-FRAME AS BODY SUB-FRAME WITH REAR HINGE WELDED AT THE REAR & BLOWER UNIT. UNIT IS POWER BY 74/85/99HP TIER4 JOHN DEERE MOTOR OPTION CUMMINS UNIT 32" FAN ASSEMBLY & 1/4" BOLT IN LINER BLOWER HOUSING HAS 10GA WRAPPER, 3/16" FRONT & BACK SCROLLS, 1/4"x 3" ANGLES FRAME SUPPORT, 1/4"x 6" FLAT BAR AS SUPPORT BRACKET. MAIN FRAME WORK IS 3/16"x 4" SQUARE TUBING, 3/16" ENGINE MOUNTING PLATE, 3/8"x8"x 8" POWER SWING MOUNTING PLATE. 16" x 15' NEW CLEAR IN-TAKE HOSE AUTEX CORD/CORDLESS SYSTEM OPERATE DANF0FF 5 SPOOL VALVE. 10 GALLON STEEL OIL & 40 GALLON STEEL FUEL TANK. 180 DEGREE POWER SWING ARM HAS 2"x 16" CYLINDER FOR THE SWING ACTION, 2"x 16" CYLINDER FOR THE 3RD AXIS CAN MOVEMENT, 3"x 24" CYLINDER FOR THE UP/DOWN MOVEMENT. POWER SWING ARM HAS 3/16"x 4 SQUARE TUBING, 1/4"x 2"x 4" TUBING AS THE SWING ARM HAS WELDED 3" BEARING AT BOTH END. THE ARM IS DRIVE BY 2-1" PLATE GEAR SYSTEM, 2 1/4" SOILED BAR PIVOT SUPPORT, 1/4" AR400F MOUNTING PLATE, 16 INTAKE CAN x 48" TALL W/45 DEGREE 2 PARTS ELBOW. LEAF BOX HAS 12GA, 14GA. SHEET STEEL, 3" CHANNEL, 1/4"x11/2" ANGLE FRAME WORK, 1/2" EXPANDED METAL TOP, 3-DOUBLE HINGE ASSEMBLY FOR TAIL GATE, VIBRATOR MOUNT ON TOP REAR TO SHAKE DOWN LEAF DUST, LEAF	1		68,000.00	68,000.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

Total

E-MAIL: LEAFMASTER2@YAHOO.COM

QUOTE ARE GOOD FOR 30 DAYS

**DINKMAR
MACHINE THAT SUCK'S LEAVES!**

9357 TWP. RD. 48
P.O. BOX 907
GALION, OHIO 44833
419-565-7168 OFFICE

Quote

Date	Quote #
11/16/2022	2022-4498

Name / Address
VILLAGE OF WINNETKA 510 GREEN BAY RD. WINNETKA, IL 60093

Ship To
VILLAGE OF WINNETKA PUBLIC WORKS DEPT. 1390 WILLOW RD. WINNETKA, IL 60093

Terms	FOB	Account #	Rep
1% 10 Net 30	GALION, OHIO		DAVE

Item	Description	QTY ORD	BACK ORD	COST	Total
	BOX MOUNTED WITH 2-1"x 6 BOLTS, AND 3-5/8"x 5 1/2" BOLTS,THIS LEAF BOX IS REMOVABLE, REAR BUBBLE GATE HAS 12GA, 3" CHANNEL, 1/4"x 1 1/2"ANGLE FRAME WORK. DOWN DRAFT SYSTEM IS 12GA FRAME WORK, 14GA TOP SHEET WITH 1"-6" WELD, 1/4" LEXAN SIDE PANEL FOR LOOKS AND TO INSPECT. OPTION REAR CAMERA SYSTEM IS MOUNTED FOR BACK-UP.. ARROW BOARD LIGHTING MOUNT ON BUBBLE GATE WITH LED LIGHTING SYSTEM IN DUMP BODY. SUB-FRAME, BLOWER HOUSING, A-FRAME, & HOIST IS BLASTED AND POWDER COATED BLACK. THE LEAF BOX, EXHAUST CHUTE, AND TAIL GATE IS BLASTED AND POWDER COATED DINKMAR STANDARD EQUIPMENT YELLOW PAINT				

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

Total

E-MAIL: LEAFMASTER2@YAHOO.COM

QUOTE ARE GOOD FOR 30 DAYS

**DINKMAR
MACHINE THAT SUCK'S LEAVES!**

9357 TWP. RD. 48
P.O. BOX 907
GALION, OHIO 44833
419-565-7168 OFFICE

Quote

Date	Quote #
11/16/2022	2022-4498

Name / Address
VILLAGE OF WINNETKA 510 GREEN BAY RD. WINNETKA, IL 60093

Ship To
VILLAGE OF WINNETKA PUBLIC WORKS DEPT. 1390 WILLOW RD. WINNETKA, IL 60093

Terms	FOB	Account #	Rep
1% 10 Net 30	GALION, OHIO		DAVE

Item	Description	QTY ORD	BACK ORD	COST	Total
2022 OPTION	A-FRAME LIFT HOOK STELLA A-HOOK AT 92" HOOK HEIGHT	1		6,500.00	6,500.00
FREIGHT	CHECK OUT FRAME WORK TO WINNEKTA TRUCK	1		1,100.00	1,100.00
FREIGHT	FREIGHT/ SHIPPING	1		3,500.00	3,500.00
SET-UP FEE	VENDOR SET-UP CHARGE	1		200.00	200.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

Total \$79,300.00

E-MAIL: LEAFMASTER2@YAHOO.COM

QUOTE ARE GOOD FOR 30 DAYS



Agenda Item Executive Summary

TITLE: Resolution No. R-126-2022: Certificate of Appropriateness - 93 Green Bay Road Site Improvements (Adoption)

PRESENTER: David Schoon

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

- 11/2021 - Council directed staff to negotiate lease terms with Tala for 93 Green Bay Road
- 8/19/2022 - Council adopted Resolution No. R-80-2022, approving a lease with Tala for 93 Green Bay Road
- 10/18/2022 - Council adopted Resolution No. R-107-2022, a resolution granting a certificate of appropriateness for exterior building improvements at 93 Green Bay Road

EXECUTIVE SUMMARY:

INTRODUCTION

On December 6, 2022, the Village Council is scheduled to consider Resolution R-126-2022, approving a Certificate of Appropriateness submitted by SAR, Incorporate, d/b/a Tala Coffee Roasters ("Tala"), lessee of the property at 93 Green Bay Road (the "Subject Property"), and the Village of Winnetka, as owner of the Subject Property (collectively the "Applicants") (See **Attachment 1**). The request is to allow site and streetscape improvements on the Subject Property.

ADVISORY BOARD/COMMISSION REVIEW

On October 3, 2022, the Design Review Board (DRB) considered an application for a Certificate of Appropriateness submitted by Tala **and** the Village for improvements to the existing commercial building and construction of site/streetscape improvements on the Subject Property. Given the property is in the C-1 Limited Retail Commercial District, the Village Council has the final authority on the Certificate of Appropriateness. The DRB is only a recommending body in this instance.

After hearing from Tala representatives regarding the proposed exterior building improvements, Village staff regarding the proposed site improvements, and after receiving only one written comment from the public, the DRB discussed the proposed building and site improvements. The Board recommended approval of the exterior building improvements as presented, by a vote of 7-0; however, the Board did not forward a recommendation regarding the site and streetscape improvements as some members had concerns regarding the cohesiveness of the design. The Board asked staff to look at how the

selected materials could be more cohesive, if there is a chance to add more green space, what could be done to use landscaping as a buffer to create a more intimate space, and what pavement treatment could be used to create more defined spaces on the site. Staff was asked to return to the Board at a future meeting with a response to the Board's concerns.

On November 17, 2022, the Design Review Board (DRB) considered ***revisions to the proposed site/streetscape improvements*** on the Subject Property. After hearing from Village staff and Jodi Mariano with Teska Associates regarding the revised proposed site and streetscape improvements and having not received any comments from the public, the DRB discussed the proposed site and streetscape improvements. The Board found the revised improvements a significant improvement to what had been presented at the October meeting, and by a vote of 5-0, recommended approval of the site and streetscape improvements as presented. A copy of the materials reviewed by the Board and a copy of the draft meetings minutes are included in **Attachment 2**.

RECOMMENDATION:

The Council may wish to consider adopting Resolution No. R-126-2022.

ATTACHMENTS:

1. Resolution No. R-126-2022: Granting a Certificate of Appropriateness for Site and Streetscape Improvements at 93 Green Bay Road

**A RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS
FOR SITE AND STREETScape IMPROVEMENTS AT 93 GREEN BAY ROAD**

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

WHEREAS, the Village is the owner of the property commonly known as 93 Green Bay Road, Winnetka, Illinois (“*Subject Property*”); and

WHEREAS, the Subject Property is improved with an existing, single-story commercial building (“*Building*”); and

WHEREAS, on August 16, 2022, the Village approved a lease agreement (“*Lease*”) with SAR, Incorporated, d/b/a Tala Coffee Roasters (“*Tala*”) to lease and redevelop the Property; and

WHEREAS, as part of the redevelopment of the Subject Property, both Tala and the Village desire to make certain site and streetscape improvements (collectively “*Proposed Site Improvements*”); and

WHEREAS, pursuant to the Lease and Section 15.40.010(A) of the Winnetka Village Code (“*Village Code*”), Tala and the Village (collectively, the “*Applicants*”) must obtain a certificate of appropriateness for the Proposed Site Improvements; and

WHEREAS, on November 17, 2022, after due notice thereof, the Design Review Board of the Village met to consider a certificate of appropriateness for the Proposed Site Improvements (“*Certificate of Appropriateness*”), and by a vote of five in favor and none opposed, recommended the issuance of the Certificate of Appropriateness; and

WHEREAS, the Village Council has determined that approval of the Certificate of Appropriateness for the construction of the Proposed Site Improvements on the Subject Property is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF CERTIFICATE OF APPROPRIATENESS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Resolution, the Certificate of Appropriateness is granted for the Proposed Site Improvements at the Subject Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

SECTION 3: CONDITIONS. The approval granted by Section 2 of this Resolution is subject to, and contingent upon, compliance by the Applicants with the following conditions:

- A. Commencement of Construction. The Applicants must commence the construction of the Proposed Site Improvements no later than 12 months after the effective date of this Resolution.
- B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Resolution, the development, use, and maintenance of the Proposed Site Improvements and the Subject Property must comply at all times with all applicable Village codes and resolutions, as they have been or may be amended over time.
- C. Compliance with Plans. The development, use, and maintenance of the Proposed Site Improvements on the Subject Property must be in general accordance with the plans which are attached to, and by this reference, made part of this Resolution as **Exhibit A (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, resolutions, and standards.

SECTION 4: AMENDMENTS. Any amendment to this Resolution may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Village Code.

SECTION 5: SEVERABILITY. If any provision of this Resolution or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Resolution 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 Resolution to the greatest extent permitted by applicable law.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 6th day of December, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

PLANS

Exhibit A

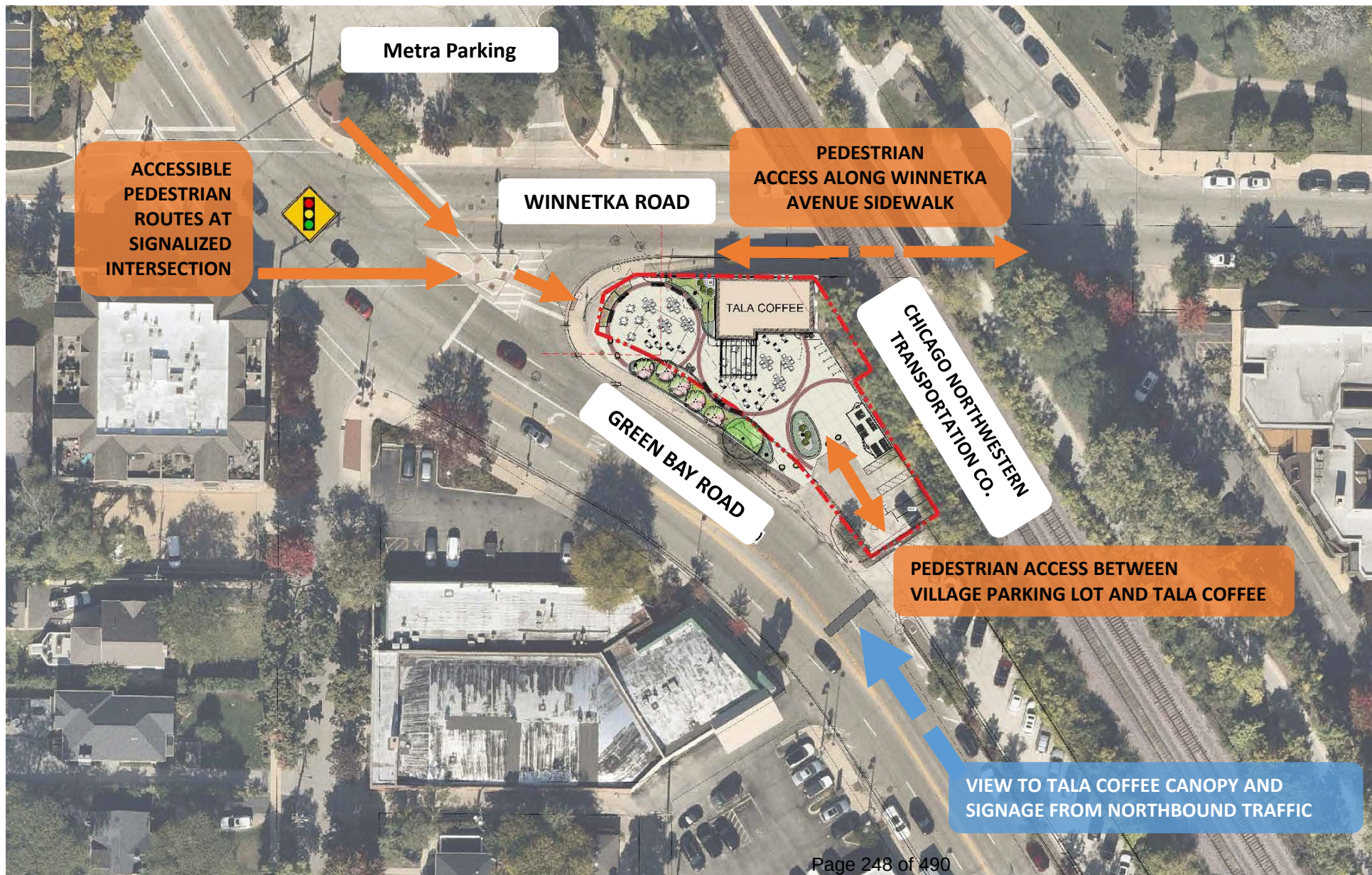


Winnetka 93 Green Bay Road Patio + Plaza

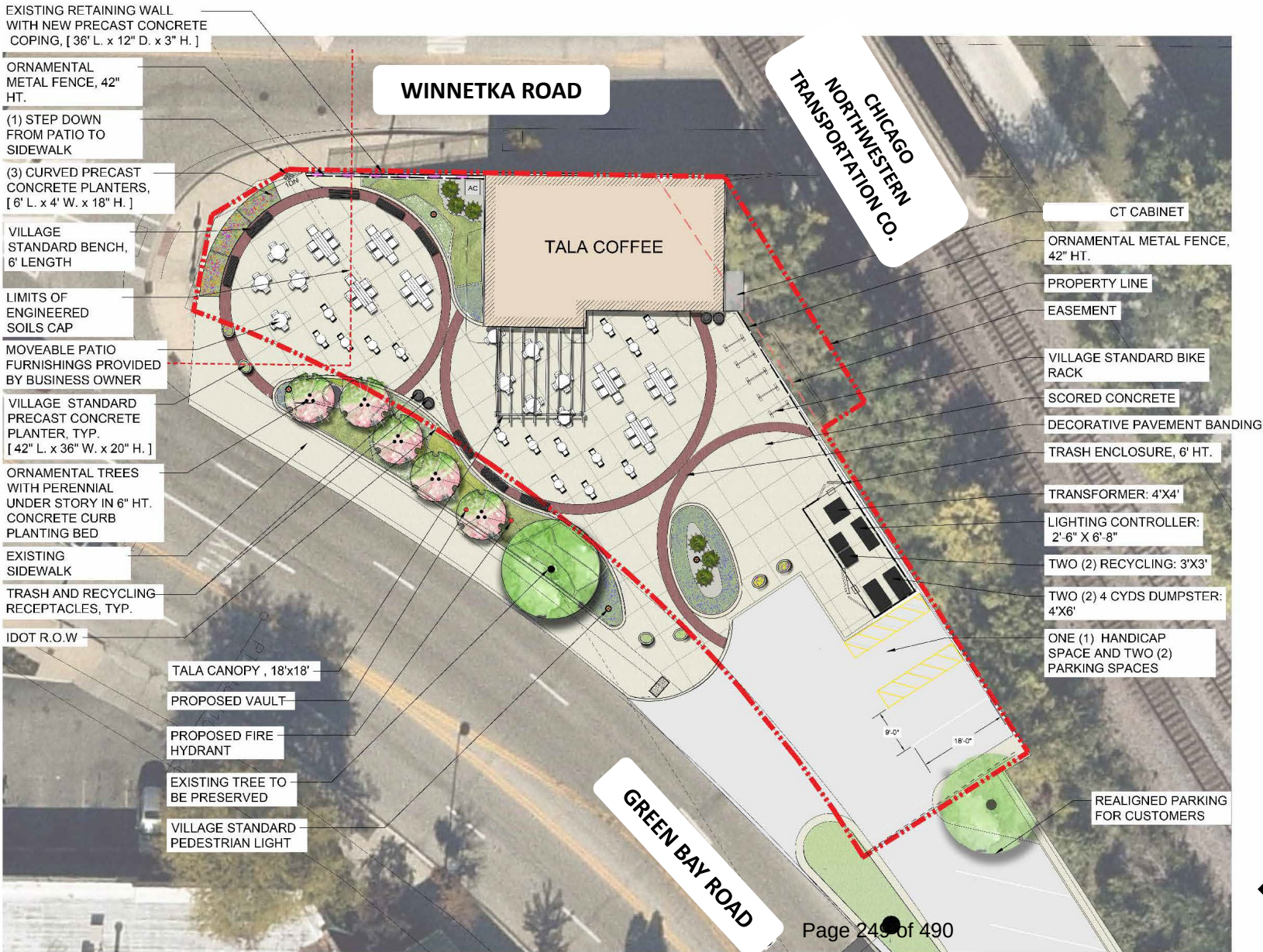
Design Review Board Presentation | November 17, 2022



93 GREEN BAY ROAD | SITE CONTEXT



93 GREEN BAY ROAD | SITE DEVELOPMENT PLAN



93 GREEN BAY ROAD | FURNISHINGS, STREETScape STANDARDS



**Vehicular
Light
Pole**



**Pedestrian
Light Pole**

Trash /Recycling

Planter Pot



Bike Racks

93 GREEN BAY ROAD | PAVEMENT



CONCRETE SIDEWALK WITH TOOLED JOINTS AND CLAY BRICK PAVER ACCENT RIBBON

Village standard clay brick paver

93 GREEN BAY ROAD | FURNISHINGS, STREETScape VARIATIONS



BACKLESS BENCH

MFR: LANDSCAPE FORMS

MODEL: MELVILLE, BACKLESS, 6' LONG

93 GREEN BAY ROAD | FURNISHINGS, STREETSCAPE VARIATIONS



Incorporate Indian Hill bridge parapet pattern into planter pot and planter wall below

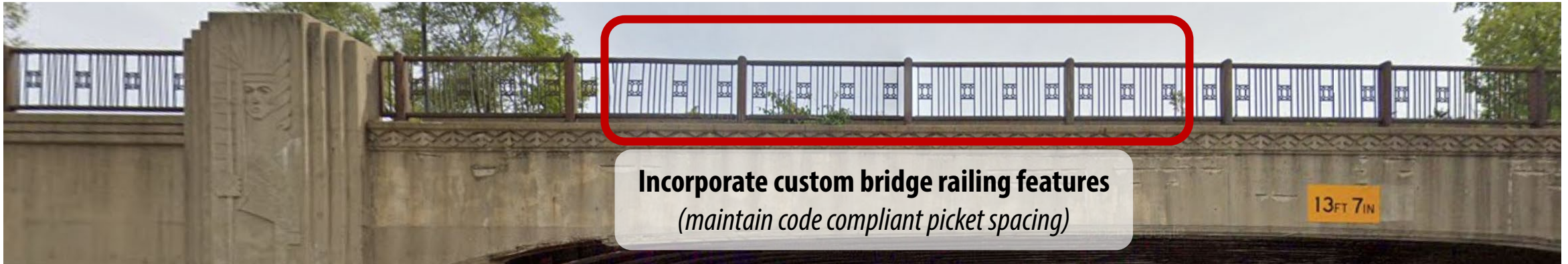


PRECAST CONCRETE PLANTER POT, 20" HT



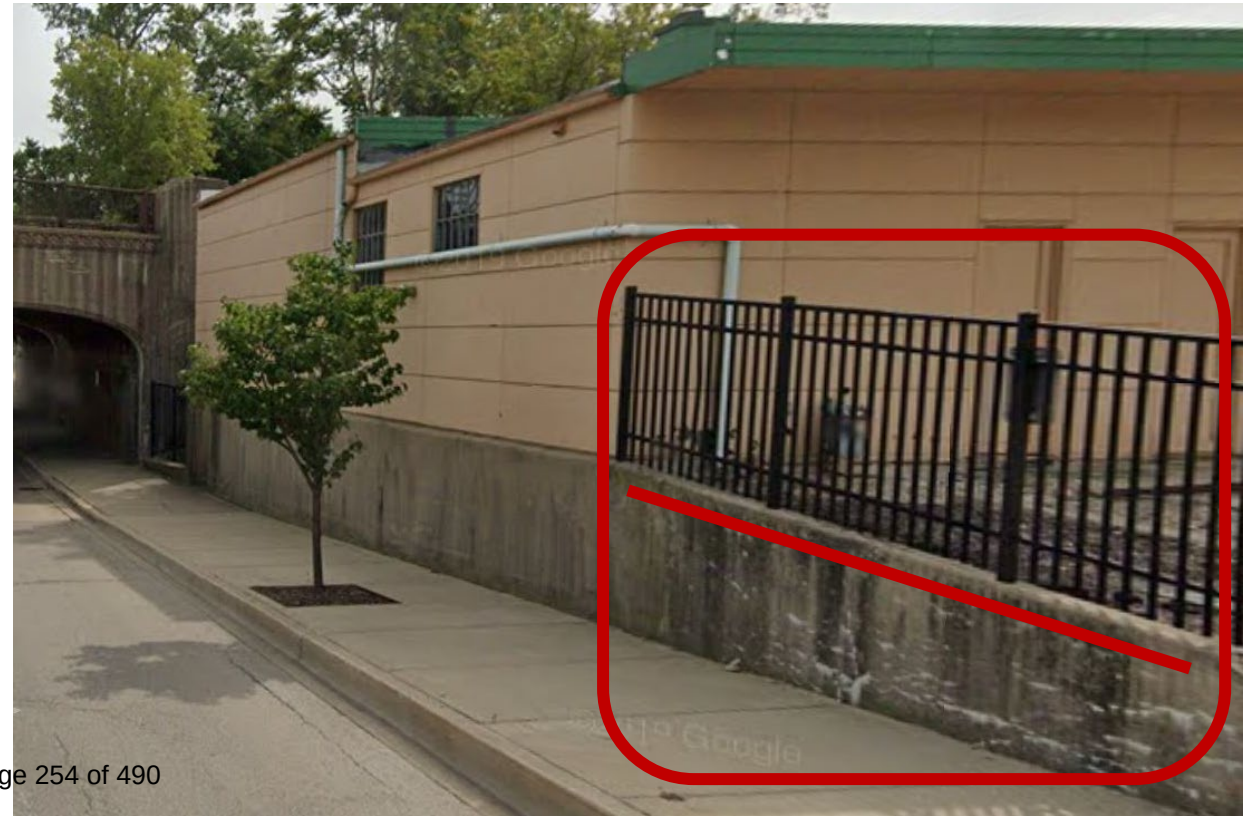
CURVED PRECAST CONCRETE PLANTERS, 18" HT

93 GREEN BAY ROAD | FURNISHINGS, WINNETKA AVENUE FRONTAGE



RETAINING WALL TREATMENT

Remove fence, clean and restore concrete retaining wall. Install precast concrete coping along top of wall. Coping to match planter pot and planter wall. *(example photo below)*



93 GREEN BAY ROAD | FURNISHINGS, FENCING + ENCLOSURE



TRASH + UTILITY ENCLOSURE

Size: 6' ht

Decorative metal posts and horizontal louvers

Color: Architectural bronze



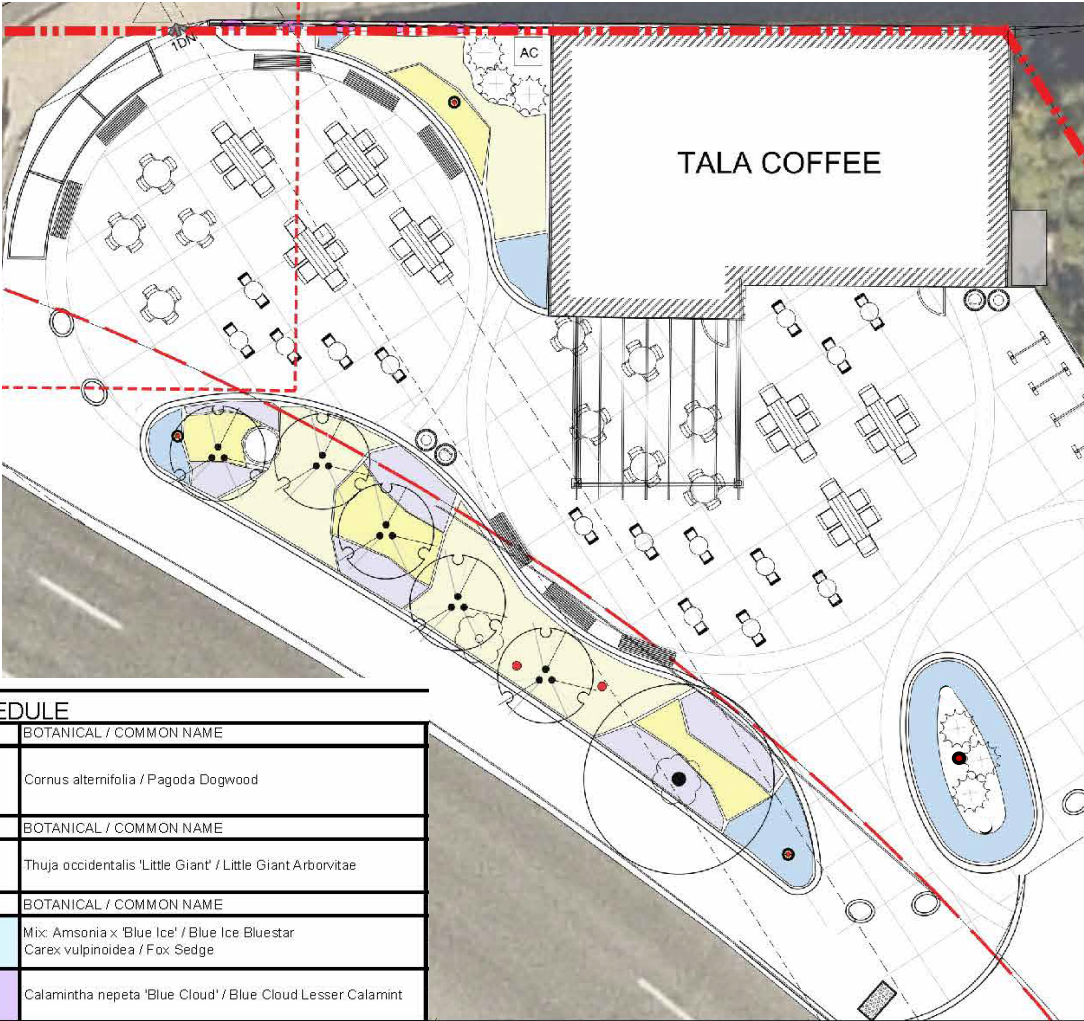
ORNAMENTAL METAL FENCE

Size: 42" ht

Decorative railings and pickets

Color: Architectural bronze

93 GREEN BAY ROAD | PLANTINGS



PLANT SCHEDULE	
ORNAMENTAL TREE	BOTANICAL / COMMON NAME
	Cornus alternifolia / Pagoda Dogwood
SHRUBS	BOTANICAL / COMMON NAME
	Thuja occidentalis 'Little Giant' / Little Giant Arborvitae
SHRUB AREAS	BOTANICAL / COMMON NAME
	Mix: Amsonia x 'Blue Ice' / Blue Ice Bluestar Carex vulpinoidea / Fox Sedge
	Calamintha nepeta 'Blue Cloud' / Blue Cloud Lesser Calamint
	Rudbeckia fulgida var. sullivantii 'Goldsturm' / Black-eyed Susan
	Sporobolus heterolepis 'Tara' / Tara Prairie Dropseed
	Phlox subulata 'drummond Pink' / Drummond Pink Creeping Phlox

Planter pots to receive annuals plantings



BLACK EYED SUSAN
18"-24" ht perennial



BLUE ICE BLUE STAR
12"-15" ht perennial



CREeping PHLOX
6" ht perennial



FOX SEDGE
18"-24" ht perennial



LESSER CALAMINT
12" ht perennial



Interplanted mix
Fox Sedge +
Lesser Calamint



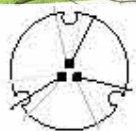
PRAIRIE DROPSEED
12"-24" ht perennial



LITTLE GIANT ARBORVITAE
Evergreen shrub,
5' ht at maturity



PAGODA DOGWOOD
Multistem tree,
25' ht at maturity





MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
DATE: NOVEMBER 11, 2022
SUBJECT: 93 GREEN BAY ROAD – CERTIFICATE OF APPROPRIATENESS
(CASE NO. 22-13-DR)

INTRODUCTION

At your November 17, 2022, meeting, the Design Review Board (DRB) is scheduled to consider an **amended** application for a Certificate of Appropriateness submitted by SAR, Incorporate, d/b/a Tala Coffee Roasters (“Tala”), lessee of the property at 93 Green Bay Road (the “Subject Property”), and the Village of Winnetka, as owner of the Subject Property (collectively the “Applicants”). The DRB is schedule to consider revisions to the ***proposed site/streetscape improvements*** on the Subject Property, which are included in **Attachment 1**.

At the October 3, 2022, DRB meeting, the Board considered the request to allow renovation of the existing commercial building **and** construction of site/streetscape improvements on the Subject Property. The materials and minutes from that meeting are included **in Attachment 2**. Given the property is in the C-1 Limited Retail Commercial District, the DRB is only a recommending body. At the October 3 meeting, and after receiving only one written comment from the public, the DRB discussed the proposed building and site/streetscape improvements. The Board recommended approval of the exterior building improvements as presented, by a vote of 7-0. However, the Board did not forward a recommendation regarding the site improvements as some members had concerns regarding the cohesiveness of the design. The Board asked staff to look at how the selected materials could be more cohesive, if there is a chance to add more green space, what could be done to use landscaping as a buffer to create a more intimate space, reconsider using the limestone seating boulders as the permanent seating element, and what pavement treatment could be used to create more defined spaces on the site. Staff was asked to return to the Board at a future meeting with a response to the Board’s concerns.

On October 18, 2022, the Village Council approved the Certificate of Appropriateness for the proposed improvements to the building on the Subject Property. Depending upon what action the DRB takes on the application, the Village Council is tentatively scheduled to consider the Certificate of Appropriateness for the site/streetscape improvements at its December 6 meeting.

REVISED SITE PLAN

Since the October 3 Design Review Board meeting, Village staff held a meeting with Village President Rintz, DRB Chair Albinson, Jodi Mariano, with Teska Associates, and Joanna Tong and Ryan Hickman with Tala Coffee. During that meeting, Chair Albinson and I shared the DRB members’ concerns regarding the proposed site improvements. We then discussed options to address those concerns

keeping in mind the impacted soils located on a small portion of the site, which effects what can be constructed on that portion of the site, as well the limitations of what IDOT may approve in terms of improvements within the right of way along Green Bay Road.

Following the meeting, staff worked with Jodi to develop a revised site improvement plan, which was then shared with the group. At the November 17 meeting, Jodi and staff will present in detail the revised site plan and the reasoning behind the changes. In summary, the following are issues raised by the Board and how they were addressed. The following page compares the current proposed site plan to the site plan presented at the October 3 DRB meeting. Attachment 1 includes all the information regarding the current proposed site/streetscape improvements.

1. **Create separate seating areas through the use of pavement treatment.** That has been incorporated through the use concrete scoring and brick paver bands.
2. **Provide additional green space.** The landscaping bed along Green Bay Road and the landscaping bed along the north property line have both been enlarged.
3. **Relocate bike racks to an area outside of the northwest plaza seating area.** The bike racks have been relocated to the east property line.
4. **Create a unified edge along the north and west property lines.** This has been accomplished by enlarging the landscape beds, providing landscaping details, the use of precast concrete planters and movable planters that incorporate the “parapet pattern” from the nearby railroad bridge, and refining the look of the retaining wall by adding a cap that is compatible with the precast concrete planters at the Green Bay and Winnetka Avenue corner.
5. **The limestone seating boulders appear as if they were just randomly placed on the site and seem out of place.** The limestone seating boulders have been replaced with backless metal benches that match the benches used in the downtown.
6. **Include a plan showing how pedestrians would access the Subject Property.** Such a plan is included with the materials in Attachment 1.

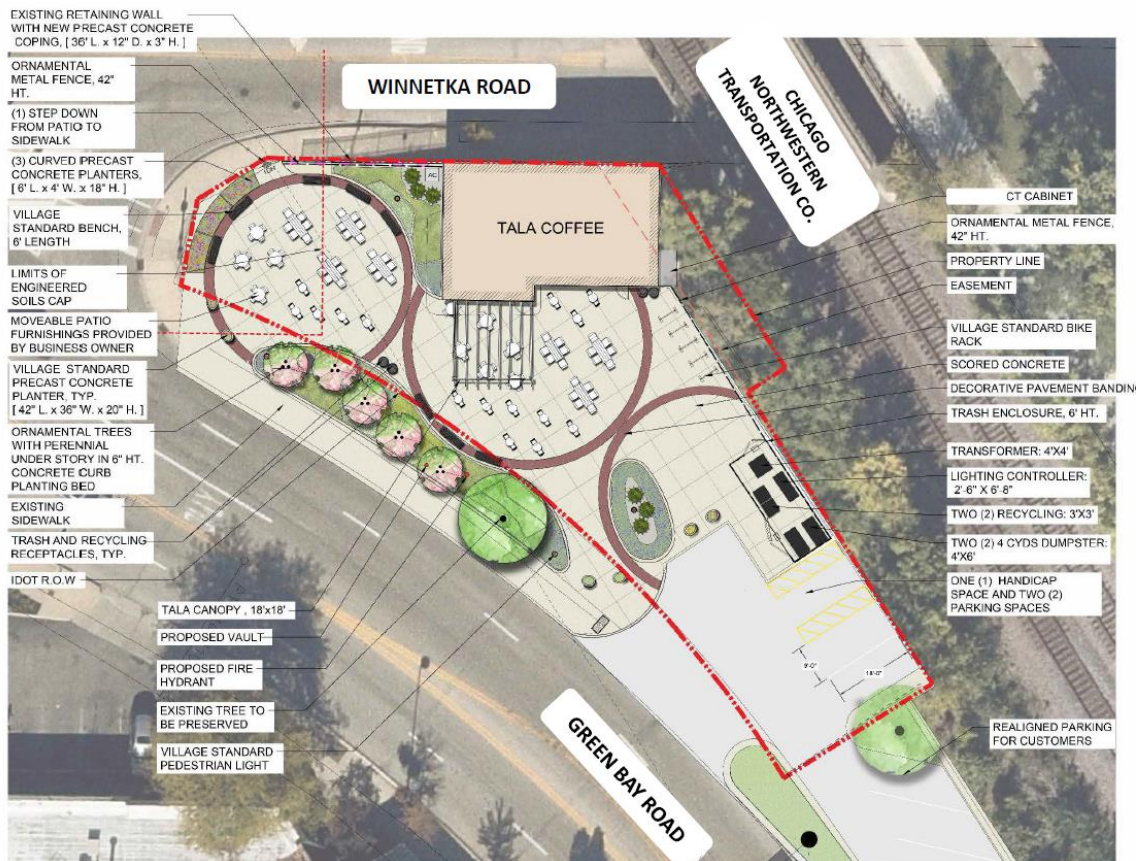


Figure 2 – Current Proposed Site Plan

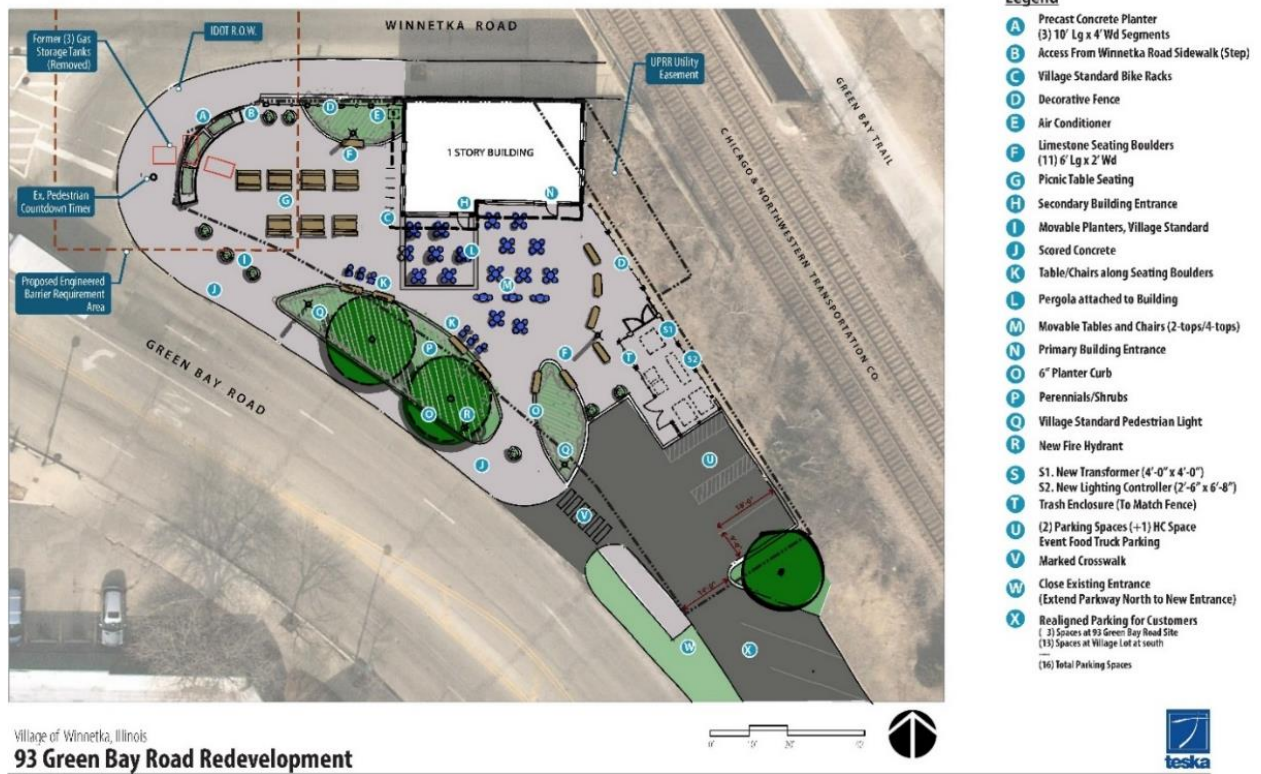


Figure 2 - Proposed Site Plan Presented at October 3 Meeting

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

As established by the Village Code, the Design Review Board is to consider the following four (4) factors in determining whether to grant a Certificate of Appropriateness:

“(1) whether the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;”

“(2) whether the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;”

“(3) whether the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and”

“(4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.”

The Board will need to determine if the proposed building improvements and site improvements comply with the above standards.

RECOMMENDATION

At the November 17, 2022, Design Review Board meeting, the Board is scheduled to consider the design of the proposed **site improvements**. After hearing from the Applicants and the public, the Board may decide to act on one of two options:

- 1) Continue further review of the application to a date specific to provide the Applicant and/or staff additional time to address questions and comments from the Board.
- 2) Adopt a motion recommending approval or a motion recommending denial of a certificate of appropriateness for design of the proposed mixed-use building.

If the Board wishes to adopt a motion recommending approval or denial, a Board member may want to make a motion such as the following:

*Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the proposed exterior building improvements and site improvements on the Subject Property**, subject to the following conditions:*

A. [If the Board chooses to place conditions as part of its recommendation, it will want to include the conditions here.]

The Board’s recommendation is based on evidence in the record, or a public document, and upon the following findings of fact:

- (1) the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;*
- (2) the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate*

- neighborhood, and including both urban design and site arrangement considerations;*
- (3) the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and*
- (4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.*

ATTACHMENTS

Attachment 1: Proposed Current Site/Streetscape Improvements

Attachment 2: October 3, 2022, Design Review Board Meeting Materials and Meeting Minutes
Excerpts Regarding 93 Green Bay Road Certificate of Appropriateness Request.

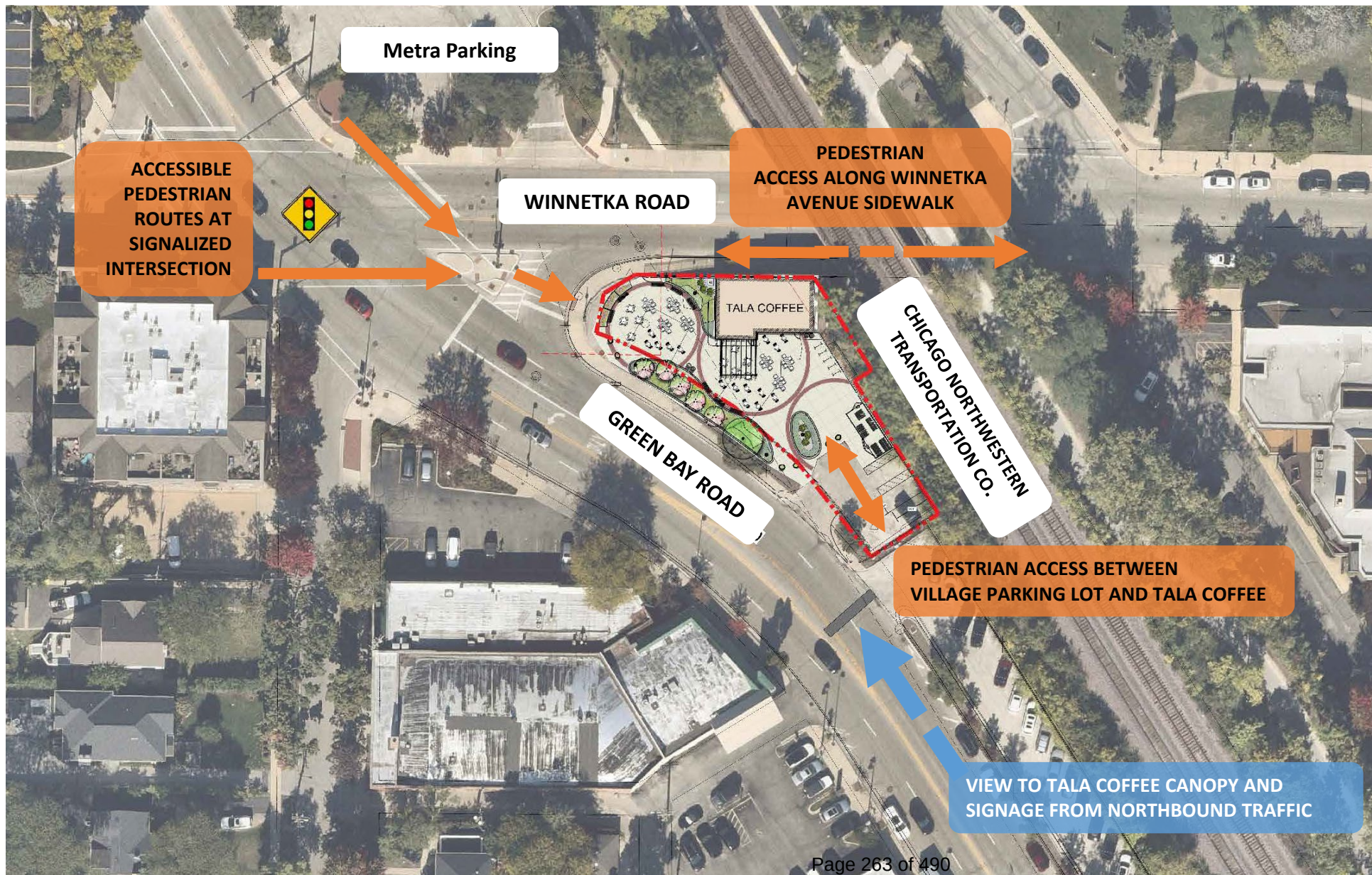


Winnetka 93 Green Bay Road Patio + Plaza

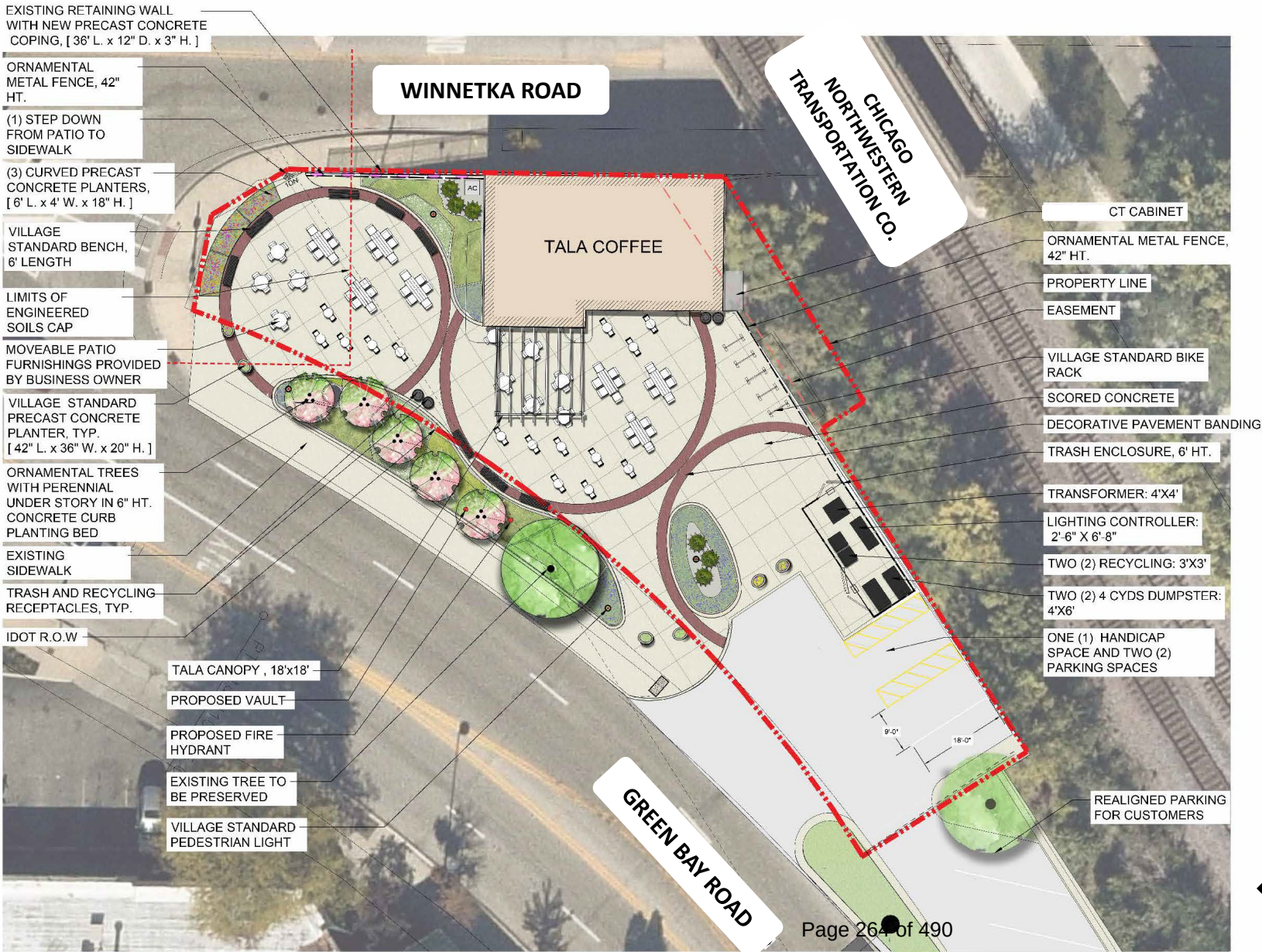
Design Review Board Presentation | November 17, 2022



93 GREEN BAY ROAD | SITE CONTEXT



93 GREEN BAY ROAD | SITE DEVELOPMENT PLAN



93 GREEN BAY ROAD | FURNISHINGS, STREETSCAPE STANDARDS



**Vehicular
Light
Pole**



**Pedestrian
Light Pole**

Trash /Recycling

Planter Pot



Bike Racks

93 GREEN BAY ROAD | PAVEMENT



CONCRETE SIDEWALK WITH TOOLED JOINTS AND CLAY BRICK PAVER ACCENT RIBBON

Village standard clay brick paver

93 GREEN BAY ROAD | FURNISHINGS, STREETSCAPE VARIATIONS



BACKLESS BENCH

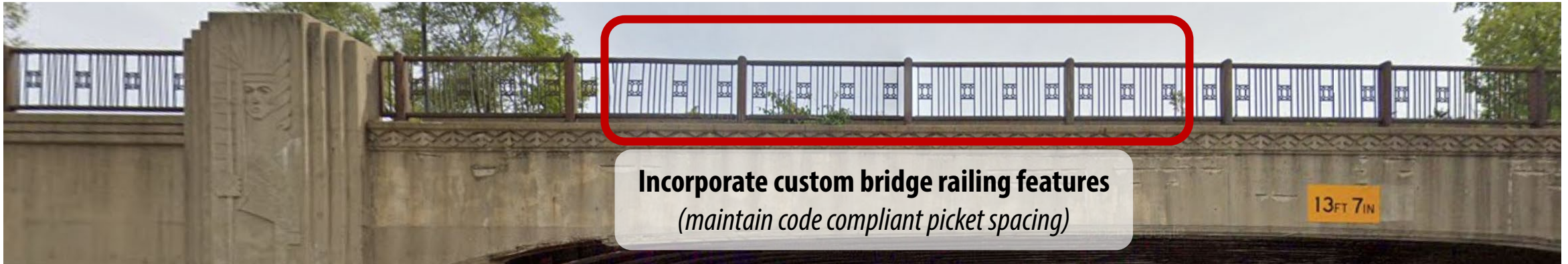
MFR: LANDSCAPE FORMS

MODEL: MELVILLE, BACKLESS, 6' LONG

93 GREEN BAY ROAD | FURNISHINGS, STREETSCAPE VARIATIONS

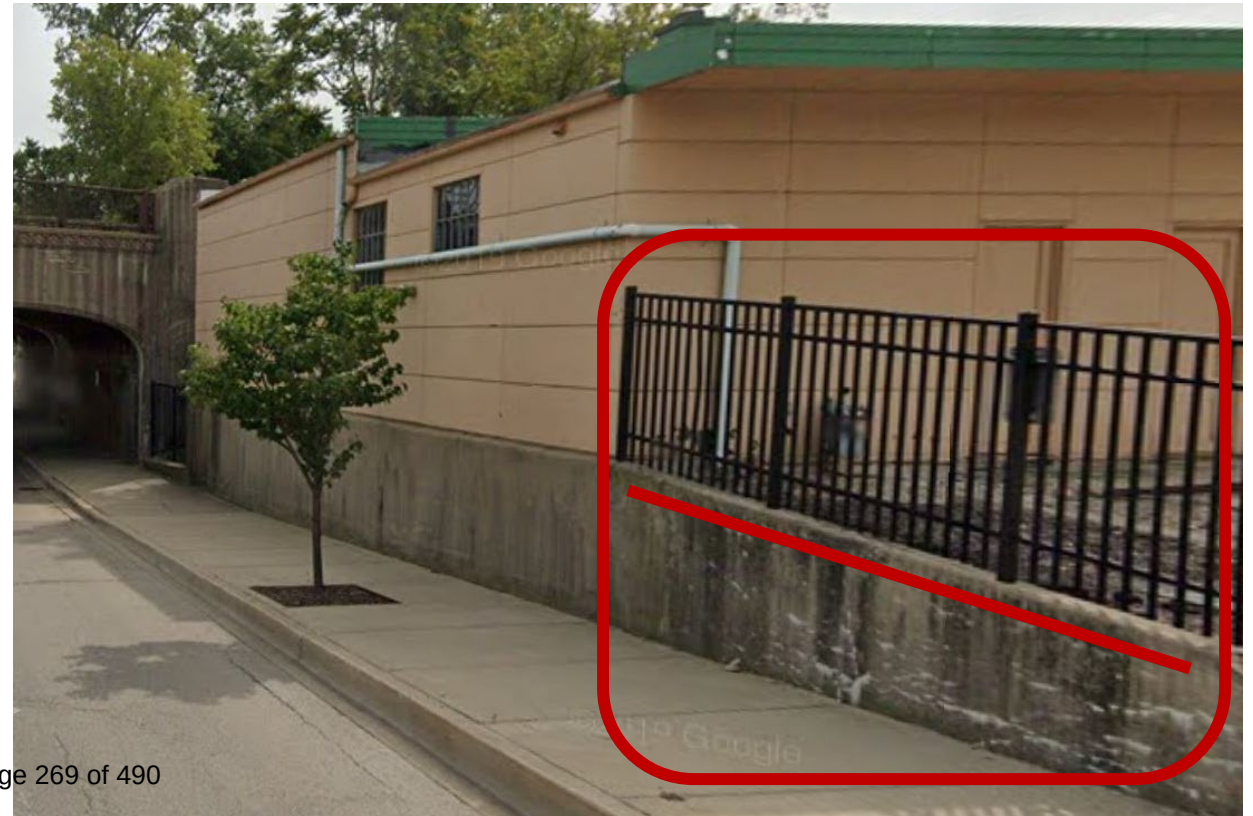


93 GREEN BAY ROAD | FURNISHINGS, WINNETKA AVENUE FRONTAGE



RETAINING WALL TREATMENT

Remove fence, clean and restore concrete retaining wall. Install precast concrete coping along top of wall. Coping to match planter pot and planter wall. *(example photo below)*



93 GREEN BAY ROAD | FURNISHINGS, FENCING + ENCLOSURE



TRASH + UTILITY ENCLOSURE

Size: 6' ht

Decorative metal posts and horizontal louvers

Color: Architectural bronze



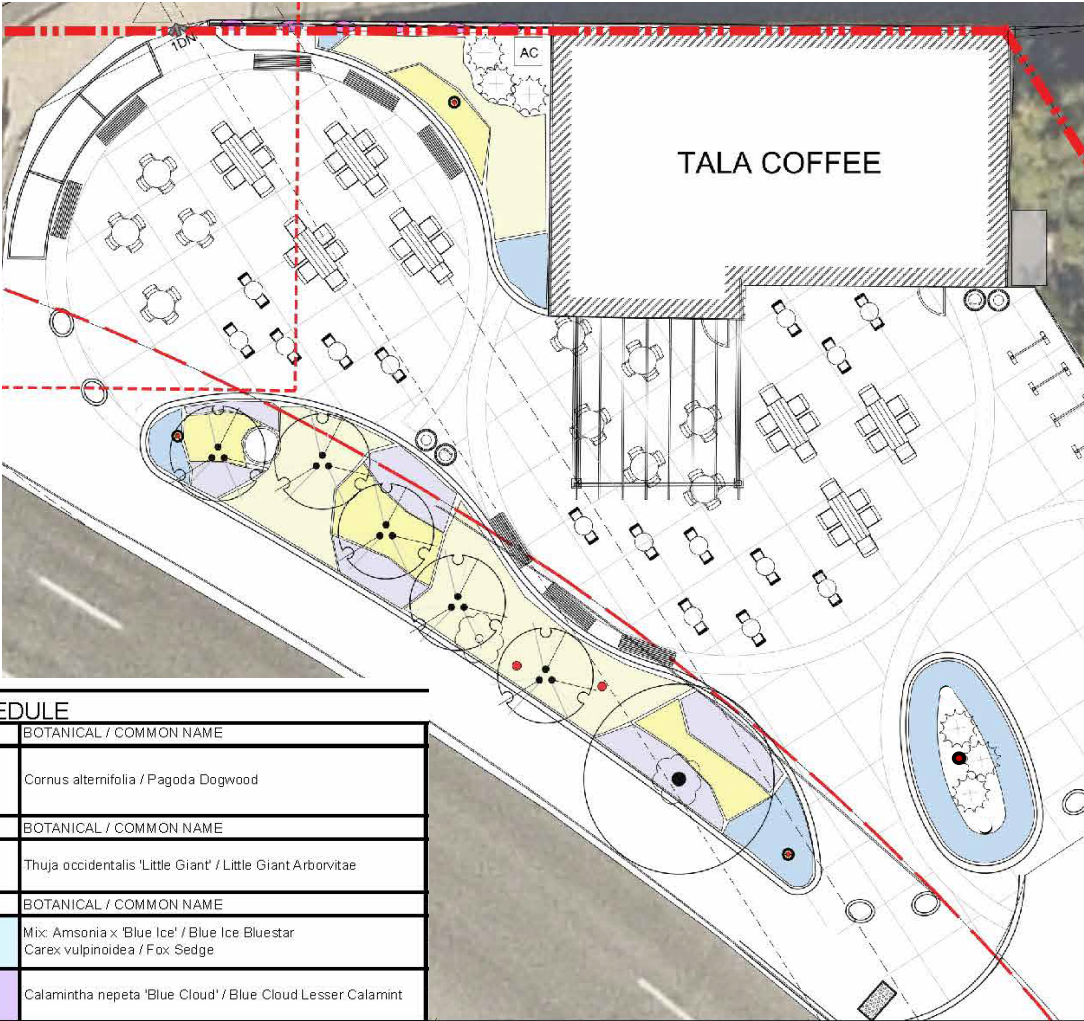
ORNAMENTAL METAL FENCE

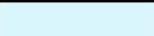
Size: 42" ht

Decorative railings and pickets

Color: Architectural bronze

93 GREEN BAY ROAD | PLANTINGS



PLANT SCHEDULE	
ORNAMENTAL TREE	BOTANICAL / COMMON NAME
	Cornus alternifolia / Pagoda Dogwood
SHRUBS	BOTANICAL / COMMON NAME
	Thuja occidentalis 'Little Giant' / Little Giant Arborvitae
SHRUB AREAS	BOTANICAL / COMMON NAME
	Mix: Amsonia x 'Blue Ice' / Blue Ice Bluestar Carex vulpinoidea / Fox Sedge
	Calamintha nepeta 'Blue Cloud' / Blue Cloud Lesser Calamint
	Rudbeckia fulgida var. sullivantii 'Goldsturm' / Black-eyed Susan
	Sporobolus heterolepis 'Tara' / Tara Prairie Dropseed
	Phlox subulata 'drummond Pink' / Drummond Pink Creeping Phlox

Planter pots to receive annuals plantings



BLACK EYED SUSAN
18"-24" ht perennial



BLUE ICE BLUE STAR
12"-15" ht perennial



CREeping PHLOX
6" ht perennial



FOX SEDGE
18"-24" ht perennial



LESSER CALAMINT
12" ht perennial



Interplanted mix
Fox Sedge +
Lesser Calamint



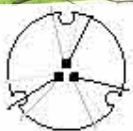
PRAIRIE DROPSEED
12"-24" ht perennial



LITTLE GIANT ARBORVITAE
Evergreen shrub,
5' ht at maturity



PAGODA DOGWOOD
Multistem tree,
25' ht at maturity



**Winnetka Design Review Board/Sign Board of Appeals Special Meeting Minutes EXCERPTS
November 17, 2022**

Members Present:

Kirk Albinson, Chairman
Michael Klaskin
Maggie Meiners
Heather Niehoff
Michael Ritter

Members Absent:

Paul Konstant
Katie Moor

Village Staff:

David Schoon, Director of Community Development
Christopher Marx, Associate Planner

Call to Order & Roll Call:

Chairman Albinson called the meeting to order at 7:00 pm and took roll call of the Board Members present.

Continued Applications:

a. **Case No. 22-13-DR: 93 Green Bay Road - Streetscape/Site Improvements (continued from the October 3, 2022 special meeting): Certificate of Appropriateness to allow new site improvements to the property.**

Mr. Schoon stated the Board previously reviewed the Certificate of Appropriateness for the building and site improvements and recommended approval of the building design only with the applicants to address site plan issues. He stated he and the DRB Chair shared the the Board's concerns with the Village President and appropriate Village staff and the plans were revised. Mr. Schoon then identified the Board's concerns which were addressed in the new plans.

Jodi Mariano, landscape architect with Teska Associates and project designer, referred the Board to a site illustration. She identified how the site is approached and accessed by pedestrians and vehicles from multiple directions. Ms. Mariano stated they plan to maximize the amount of public seating area as much as possible, and added due to grade issues, they planned to install raised curb planters to provide an edge to the seating area. She also identified a tree planter which would be expanded to accommodate multi-stem trees and additional plantings. Ms. Mariano stated they planned to clean the retaining wall along Winnetka Avenue and add a precast concrete retaining wall cap as well as install a railing behind it. She then identified the colors of that element which would be the same color as the planter box and curb planters and referred the Board to photos.

Ms. Mariano then stated on Winnetka Avenue, they planned to incorporate a similar floral motif from the nearby railroad bridge into the planter reveals. She described the material and jointing pattern to be used for the pavement with a clay brick inset and which would be installed on top of concrete. Ms. Mariano identified the brick band and proposed locations for in-ground planters, benches, etc. as well as the Village standard light poles, bicycle racks and the transformer and trash enclosure. She referred to the contaminated area and how it would be addressed in terms of the proposed landscape materials. Ms. Mariano then she stated they selected a backless bench which related to the Village's standard and identified their locations and how it would be used primarily for aesthetics and visibility. Ms. Mariano and Joanna Tong described the rationale behind the backless bench selection. Mr. Schoon informed the Board the annuals would be maintained by the Village. Ms. Mariano further described the landscape material heights and how visibility was a consideration.

Ms. Niehoff questioned how the plantings' seasonality is being addressed and referred to shade issues in the summer months for example. Ms. Mariano responded in terms of seasonality, she described how evergreens and other planting materials would appear over the various seasons. The Board Members, Ms. Mariano and Ms. Tong discussed alternative planting materials and alternate locations to achieve the desired goals. The Board Members commented the proposal is a great improvement.

1
2 Ms. Meiners moved to issue a Certificate of Appropriateness to approve the request as presented. Mr. Ritter
3 seconded the motion. No public comments were made at this time. A vote was taken and the motion unanimously
4 passed, 5 to 0:
5 AYES: Albinson, Klaskin, Meiners, Niehoff, Ritter
6 NAYS: None

DRAFT



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
DATE: SEPTEMBER 29, 2022
SUBJECT: 93 GREEN BAY ROAD – CERTIFICATE OF APPROPRIATENESS
(CASE NO. 22-13-DR)

INTRODUCTION

On October 3, 2022, the Design Review Board (DRB) is scheduled to consider an application for a Certificate of Appropriateness submitted by SAR, Incorporate, d/b/a Tala Coffee Roasters (“Tala”), lessee of the property at 93 Green Bay Road (the “Subject Property”), and the Village of Winnetka, as owner of the Subject Property (collectively the “Applicants”). The request is to allow renovation of the existing commercial building and construction of site/streetscape improvements on the Subject Property. Given the property is in the C-1 Limited Retail Commercial District, the Village Council has the final authority on the Certificate of Appropriateness. *In this instance, the DRB is only a recommending body.*

A mailed notice was sent to property owners within 250 feet of the Subject Property, in compliance with the Village Code. As of the date of this memo, staff has received one written comment from the public regarding this application. (**Attachment 4**)

The DRB was originally scheduled to consider this application at its September 15 meeting; however, due to the lack of quorum, that meeting was cancelled. **Since then, a few changes have been made to the proposed building plans.** Tala has learned of the need for an additional support post for the proposed canopy/sunscreen. Tala has also confirmed the white color for the proposed building and canopy. They have also made some adjustments to the windowpanes on the facade. The plans now reflect these changes.

BACKGROUND

In February 2021, the Village Council directed staff to release a request for proposals from qualified users and developers for the repurposing of the Village-owned property at 93 Green Bay Road. The goals for the RFP included creating a first-rate development at this corner in terms of the building and site/streetscape improvements as well as for the public gathering space it would create for the Indian Hill area and the community as a whole.

In October 2021, three semi-finalists made public presentations of their proposal for the Subject Property. Following that meeting, the Council discussed the three proposals and then directed staff to negotiate lease terms with Tala for the Subject Property. The Council found Tala’s proposed use of the site, a coffee shop with food offerings, the best fit for the site and the greater

community.

Over the last several months, the Village has held several meetings with Tala to discuss their plans, to develop a concept site plan that meets both parties' goals, and to discuss lease terms. On August 16, 2022, the Village Council adopted a resolution approving a lease agreement with Tala. Under the lease terms Tala is responsible for the improvements to the building, and the Village is responsible for constructing the site improvements.

PROPERTY DESCRIPTION

The Subject Property is located the southeast corner of the intersection of Green Bay Road and Winnetka Avenue and is zoned C-1 Limited Retail Commercial District. The Subject Property currently contains a vacant one-story building, which was originally constructed as a gasoline service station in the early 1960s and most recently had been leased to a car dealership and used for vehicle storage. The following figures contain an aerial and a photograph of the existing improvements on the site.



Figure 1 – Subject Property



Figure 2 – Subject Property from Green Bay Road

CURRENT PROPOSAL

Tala is seeking approval of the exterior alterations to the existing building facades, and the Village is seeking approval of proposed site improvements on the Subject Property.

Building Improvements. Tala plans to retain the general character of the existing building by re-using the existing materials and structure of building when possible. Details of the plans for the building can be found in **Attachment 1**. They plan to reuse and restore the existing steel siding panels, and a few of the panels that cannot be reused will be replaced. The panels will be painted with a glossy acrylic paint in colors consistent with Tala’s brand. The paint will be Benjamin Moore paint with the base of the building and the roof fascia painted “In the Midnight Hour,” which is a blue color, and the rest of the building painted “White Diamond”, which is a white color, that will match the proposed canopy. Paint samples will be provided at the meeting. The roof and roof fascia will be replaced, and surface of the fascia will be flat rather than ribbed liked the current fascia.



Figure 3 - Rendering of Building

The building will contain the same openings but will be replaced with all new doors and windows. All windows and doors will have aluminum frames painted black and contain clear glass, except as otherwise noted. The two of the existing garage doors will be replaced with windows that keep the paneling garage door look. The other existing garage door will be replaced with glass window to more consistent with the original building design. The front entrance will be in the center of the most easterly garage door opening. The entrance door on the western façade will become a glass window. What previously had been exterior bathroom doors on the western façade will be replaced with opaque windows to let in light but protect privacy.

Tala also plans to add a 20'x18' white aluminum canopy on the westerly end of the southerly façade that would be supported by the building on one end and by three square posts on the other.

The canopy would have a very simple design with rooftop louvers that can open and close. The canopy would have a white powder coating. The canopy will be outfitted with canned lights and infrared heat.

Tala plans to provide a variety of outdoor tables and chairs, some of which will be similar to what they have at their current Highwood café. All will be black powder-coated metal graded for outdoor use.



Figure 4 – Shade Canopy General Style

Tala has indicated that permits for signage would be applied for at a later date.

Site Improvements. As previously stated, the Village has worked with Tala and Teska Associates to develop site improvements that create a public gathering space for the Indian Hill area and the community as a whole, as well an outdoor space for Tala customers. Details can be found in **Attachment 2.**

Prior to describing the proposed site improvements, it should be noted the location of impacted soils on a small portion of the site, which effects what can be constructed on that portion of the site. Though underground fuel storage tanks associated with the prior service station have been removed, soils in the northwest corner of the site still contain level of contaminants that require a remediation plan by the Illinois Environmental Protection Agency (IEPA). The site remediation plan calls for the maintenance of an engineered barrier located over the impacted soils. This barrier can be in the form of a hard paved surface. As will be noted later, this compliance element impacts what can be constructed in this area.

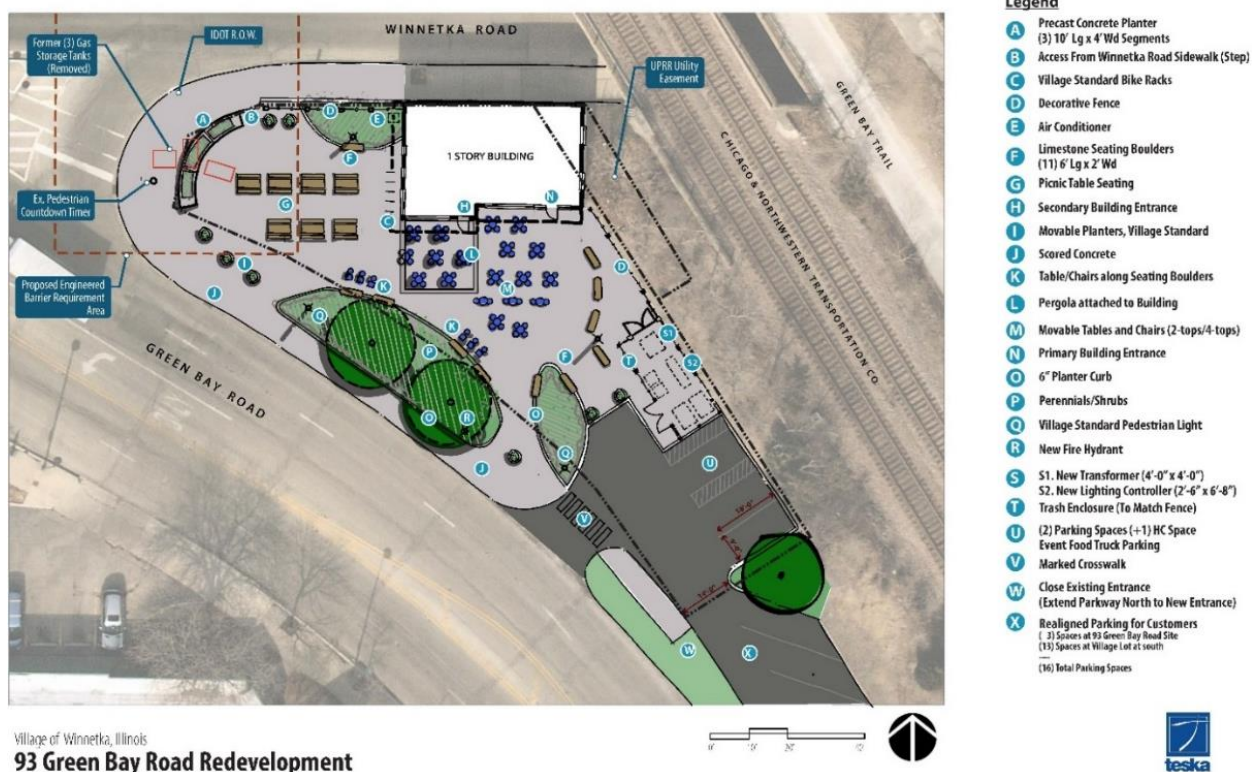


Figure 5 - Proposed Site Plan

The proposed site plan creates a public gathering space for community members. This is achieved in two ways. One is that a coffee shop by its nature serves as a place for community members to meet up. They can do that either inside the coffee shop or on the outdoor portion of the site that is part of the Tala lease area. The second way is by the creation of a small public gathering space on the northwest corner of the site, which members of the public as well as Tala customers can use. The proposed design incorporates elements from the Village's streetscape projects, while also incorporating compatible elements with a more natural feel.

Site elements from the Village's Elm Street Business District streetscape project will be incorporated in some fashion into the site improvements. They include concrete curbed landscape areas with seat walls, planter pots, pedestrian-scale light fixtures, and bike racks. To create a more natural, casual feel, the proposed seat walls will actually be natural quarry stone seat boulders that will border the seating areas. Due to the nature of the material, there will be some irregularity in dimension, but are specified at an approximate length of 6 feet and depth of 2 feet. The boulders will be in a grey/buff color tones. The images below provide a general idea of the cut and color of the boulders.



Figure 6 – Seat Boulders

Though most of the planter pots will be similar to those in the Elm Street Business District, a two-foot-tall precast planter wall will be installed at the northwest corner of the site to create a barrier between the intersection and the gathering area on the site. The design of this planter would integrate the custom reveal features from the nearby railroad bridge that crosses over Winnetka Avenue. Other than the reveal, the current plan is not to have any text or identifying graphic on this wall.



Figure 7 – Proposed Precast Planter Wall & Railroad Bridge Reveal

The plans call for some fencing and screening elements. In the southeast corner of the site there will be an enclosure for the garbage and recycling elements as well as for a transformer and lighting controller. To complement the building design and materials, horizontal aluminum panels are proposed for the enclosure. Given its location on the property, we are proposing an architectural bronze color so as to blend into the adjacent vegetation and embankment along the railroad track. Along the north property line is an existing fence that is proposed to be placed with an aluminum or steel fence that integrates the exiting rail features from the nearby train overpass. This fence would also be an architectural bronze to be consistent with the color of the trash enclosure and screening along the railroad embankment.



Figure 8 – Proposed Screening & Fencing

The surface of the site and adjacent public sidewalk, which is a State road, will be scored concrete. A concrete surface can serve as the engineered barrier required by the remediation plan. Staff had explored with our landscape architect and civil engineering consultants the idea of installing brick pavers in the public sidewalk area at the corner as has been done in with the streetscape improvements in the Elm Street Business District. The Village standard specification for installation of brick pavers requires them to be placed on a concrete surface for long term durability and to withstand the heavier demands placed on public sidewalk areas. Additionally, the concrete surface would need to have holes drilled into them to allow drainage of water so as to minimize the impacts of freezing and thawing rainwater on the concrete and bricks. As a result, brick pavers are precluded from being used on the corner sidewalk area and on a portion of the site due to the IEPA remediation plan requirements. Also, given there are no near-term plans to reconstruct the Green Bay Road and Winnetka Avenue intersection, this would leave only one corner with brick pavers until the intersection was reconstructed to include brick pavers on all four corners. We had also looked at incorporating brick pavers into the site itself but found the building style and proposed improvements did not support the use of a brick paver surface.

Village Parking Lot Reconfiguration. It should also be noted that the Village also has plans to reconfigure the parking lot to the south of 93 Green Bay Road and to connect the parking lot to the Subject Property.

Currently the 93 Green Bay Road site has a single driveway where vehicles enter and exit the site along Green Bay Road, located at the southern end of the site. The Village parking lot is currently accessed from the south end of the parking lot and has a one-way drive aisle that heads north and exits back onto Green Bay Road at the northern end of the parking lot. This Village lot is currently for “A” permit holders (employees of the business district).

The proposed redesign of the parking lot would provide parking for two different users. The approximately southern two-thirds would remain available for “A” permit holders. The northern one-third would be available for customers of the business district. There would remain 27 parking spaces along the east side of Green Bay Road for customers. Given the location of the parking, it would likely be used nearly exclusively by the customers of Tala Coffee. The access points have been designed to minimize conflicts between these two different users. There would be three (3) access points – one at the northern end, one about one-thirds of the way to the south (“mid-point”), and one at the southern end. Customers would enter at the northern end, drive south, and exit at the mid-point driveway. “A” permit holders would enter at the southern end, drive north, and exit at the mid-point driveway. The figures below show the layout of the redesigned parking lot.

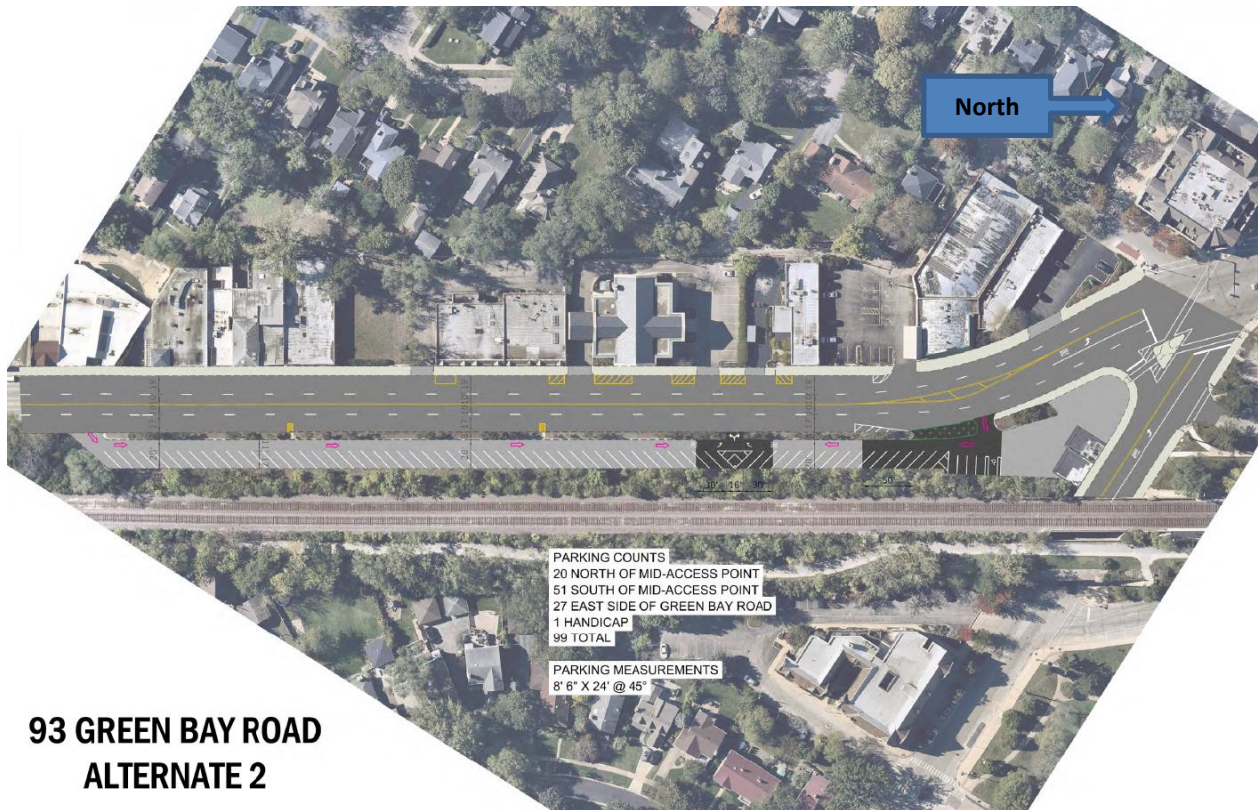


Figure 9 - Proposed Reconfiguration of Parking Lot South of 93 Green Bay Road



Figure 9 – Close-up of Proposed Reconfiguration of Parking Lot South of 93 Green Bay Road

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

As established by the Village Code, the Design Review Board is to consider the following four (4) factors in determining whether to grant a Certificate of Appropriateness:

“(1) whether the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;”

“(2) whether the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;”

“(3) whether the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and”

“(4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.”

The Board will need to determine if the proposed building improvements and site improvements comply with the above standards. Excerpts of the Village Design Guidelines related to commercial buildings are included in Attachment 3.

RECOMMENDATION

At the September 15, 2022, Design Review Board meeting, the Board is scheduled to consider the design of the Applicants’ proposed **exterior building improvements** and proposed **site improvements**. After hearing from the Applicants and the public, the Board may decide to act on one of two options:

- 1) Continue further review of the application to a date specific in order to provide the Applicant and/or staff additional time to address questions and comments from the Board.
- 2) Adopt a motion recommending approval or a motion recommending denial of a certificate of appropriateness for design of the proposed mixed-use building.

If the Board wishes to adopt a motion recommending approval or denial, a Board member may want to make a motion such as the following:

*Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the proposed exterior building improvements and site improvements on the Subject Property**, subject to the following conditions:*

A. [If the Board chooses to place conditions as part of its recommendation, it will want to include the conditions here.]

The Board’s recommendation is based on evidence in the record, or a public document, and upon the following findings of fact:

- (1) the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;*
- (2) the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;*
- (3) the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and*
- (4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.*

ATTACHMENTS

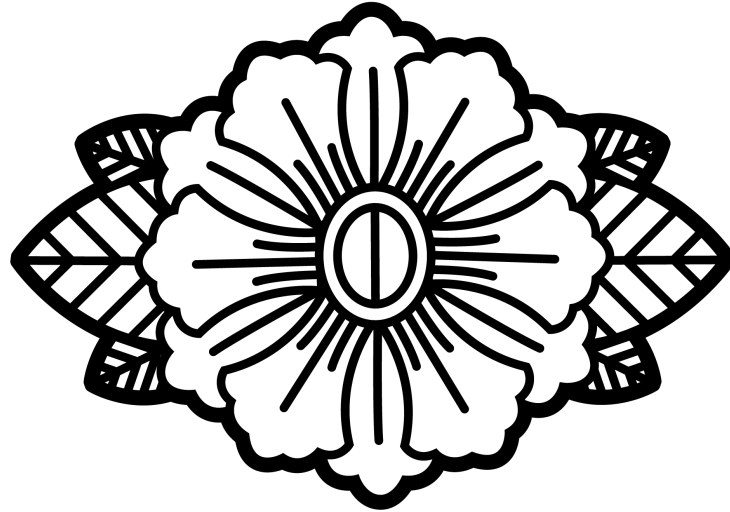
Attachment 1: Proposed Exterior Building Improvements

Attachment 2: Proposed Site Improvements

~~Attachment 3: Design Guideline Excerpts~~

Attachment 4: Public Comments

Attachment 1
Building Improvements



93 GREEN BAY ROAD

The Village of Winnetka and Tala Coffee Roasters

ARCHITECTURAL PLANS *Overview*

Where possible, we strive to preserve and re-use the existing materials and structure of this building. Attached are the full plans for the building including proposed changes. Here we outline additional items for the building...

- The materials used on the outside
- The colors chosen
- Updating windows and doors

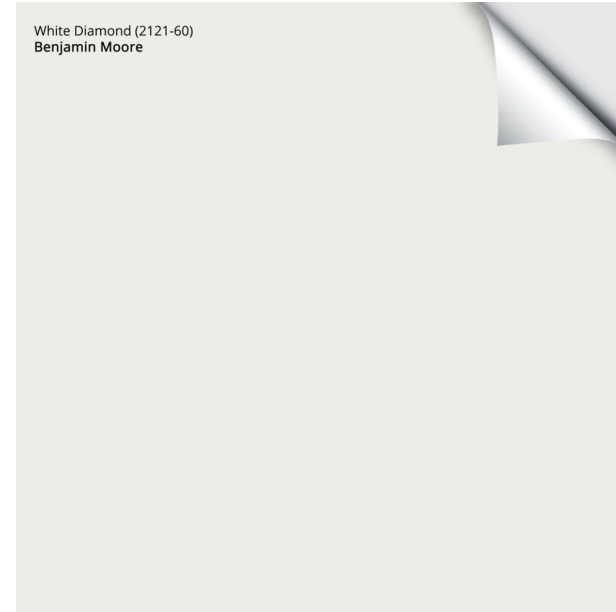


EXTERIOR

Materials and colors

We will re-use and restore the existing steel siding, which is made of fabricated panels fit together into a system. These panels mimic the design on the interior of the building, which we will also be restoring to its former glory (and more).

- All panels will be sanded and stripped for paint readiness
- 2-4 panels will be re-fabricated and replaced
- All panels will be resealed with caulking between joints
- The whole exterior will be painted with Benjamin Moore 100% acrylic paint.
- The blue color we are using is, “In the Midnight Hour”
- The white color we are using is, “White Diamond”
- The white has been color-matched to a sample of the canopy structure
- Please see physical samples provided for exact color reference

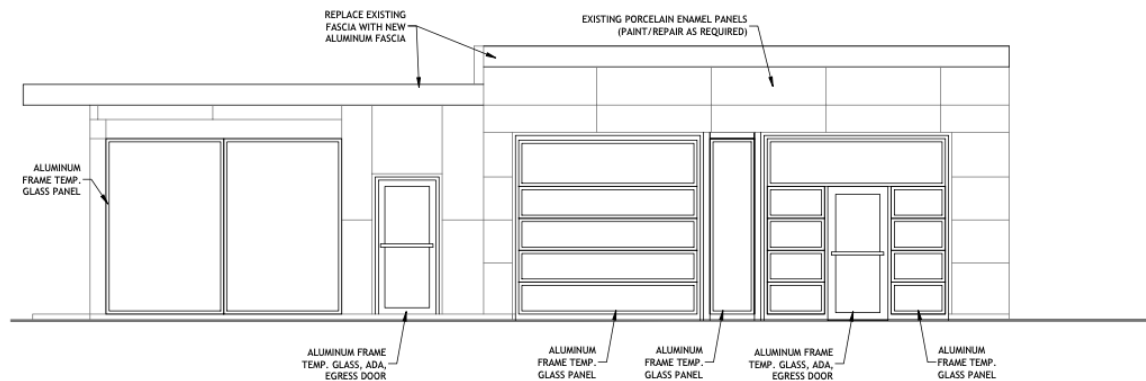




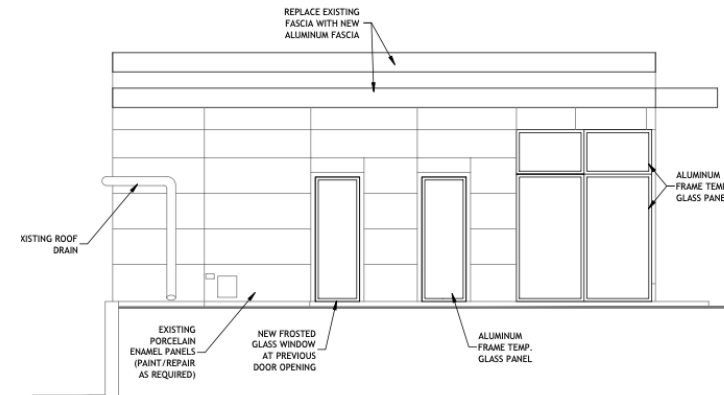
EXTERIOR

Windows and doors

We will transform the look of this building by replacing all existing windows and doors with alternatives that bring in lots of natural light, while keeping the existing framed openings. All windows and doors will have black aluminum framing, and clear glass (except where noted below).



- The three existing garage doors will be replaced with windows that keep the paneling garage-door look.
- The front entrance will be in the center of the current garage door opening on the southeastern corner of the building.



- Opaque windows will replace the old bathroom doors to bring in light but protect privacy.
- The western entrance door will become a large window.



SPECIFICATIONS

Attached are the specifications provided us by our contractors for the windows, doors and glass for the building. The roofing will not be visible from the street.

Any replacement metal panel materials on the exterior will be consistent with the existing metal panel materials. We will demonstrate consistency of materials to Village staff prior to installation.

See attachments for more information.



This photo more closely resembles the state of the building we'd like to remember in our adaptive reuse efforts.

CANOPY *Design and function*

We would like to add a canopy with a louvered roof, attached to the building, in order to accommodate more seating all year-round.

- The canopy will be attached to the building at one end
- The two corners not attached to the building will have simple, square posts
- The structure will be made of white aluminum
- The structure will be outfitted with canned lights (as shown on right)
- The structure will be outfitted with infrared heaters in white (as shown below)



*Bromic Heating - BH0420031 -
3000 Watts Electric Single
Element Heater*



*This example shows the basic
elements of the canopy.*

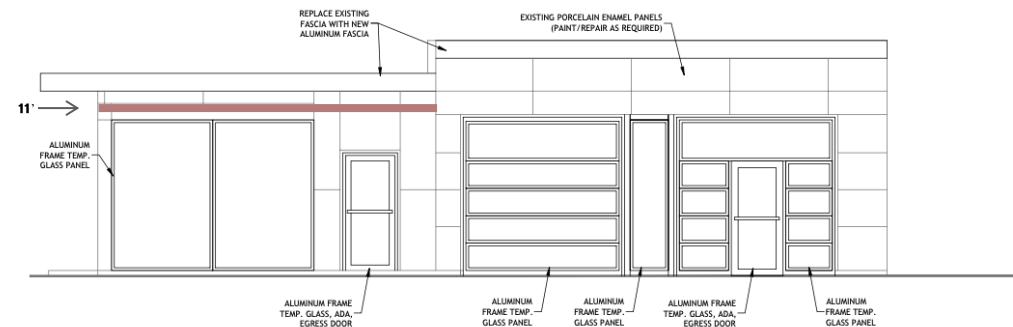
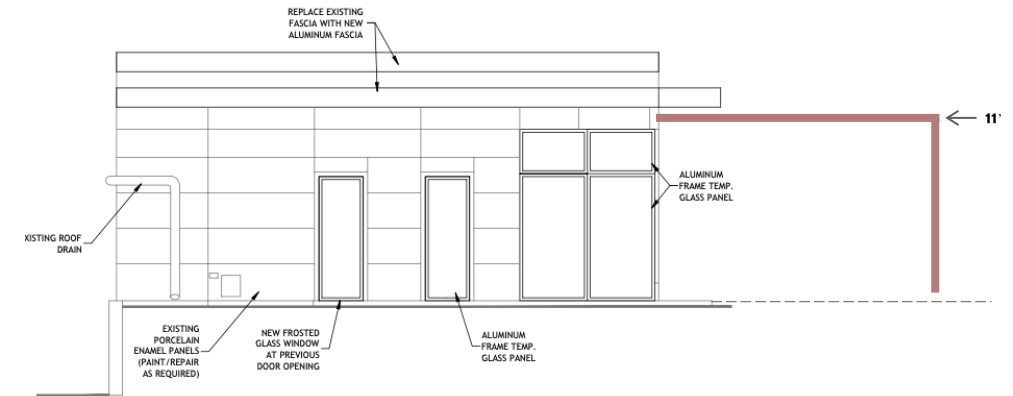


*This rendering is meant to give an example of how the canopy will
look on the building. Examples on the following page show the canopy
structures in use in similar contexts.*

CANOPY *Placement*

The canopy we would like to build would be attached to the building underneath the existing fascia and run the length of the shorter bay of the building (20'), going out from the building 18' from the southwest corner. The structure would stand 11' tall from the ground.

- The canopy would be attached to the building and would cover the southwest corner of the patio area in front of the building. See the top right image.
- The canopy would be attached for the entirety of the shorter side of the building, to create a look of continuity. See the bottom right image for the place of attachment to the building.



CANOPY *Design examples*



This example shows the the canopy in a commercial context, similarly to the way it will feel in use at our location, with potted plants, tables, chairs, and landscape surrounding



This example, although residential, shows an example closer to the size and shape we would like on our property.

We would like to use a simple, white design to match the aesthetic of the building, and provide a clean slate look that doesn't compete for attention with the softer elements of the landscape and seating. In addition to the landscaping, we would like to have potted or hanging planters that would be non-intrusive but add visual appeal.

EXTERIOR FURNISHINGS *Tables and chairs*

We would like to offer a variety of sizes for our outdoor tables, and tastefully match tables and chairs. We also want to prioritize being congruent with our existing Highwood Café elements. All elements are powder-coated metal tables, graded for outdoor use and waterproof.

- Circular four-top tables (same as Highwood)
- Rectangular six-top tables
- Café-style chairs (same as Highwood)
- Bistro tables and chairs



TALA COFFEE ROASTERS

93 GREEN BAY ROAD
WINNETKA, IL 60093

INDEX OF DRAWINGS

ARCHITECTURAL	
T1	TITLE SHEET, LOCATION MAP, SITE DATA, AND ELEVATIONS
A1	EXISTING ELEVATIONS
A2	PROPOSED ELEVATIONS
A3	FLOOR PLANS, DETAILS AND SCHEDULES
P1	PLUMBING PLANS, DETAILS, RISER DIAGRAMS, AND NOTES
M1	MECHANICAL PLAN, SPECIFICATIONS, AND NOTES
E1	ELECTRICAL PLAN, SPECIFICATIONS, AND NOTES

CODE / ORDINANCE DATA

- APPLICABLE CODES:
- 2015 INTERNATIONAL BUILDING CODE
 - 2015 INTERNATIONAL EXISTING BUILDING CODE
 - 2015 INTERNATIONAL MECHANICAL CODE
 - ILLINOIS STATE PLUMBING CODE
 - 2014 NATIONAL ELECTRICAL CODE
 - 2015 INTERNATIONAL FUEL GAS CODE
 - 2018 ILLINOIS ENERGY CONSERVATION CODE
 - 2015 INTERNATIONAL FIRE CODE
 - 2015 NFPA LIFE SAFETY CODE
 - 2018 ILLINOIS ACCESSIBILITY CODE
 - VILLAGE AMENDMENTS TO THE ABOVE CODES

THERE IS NO EXISTING FIRE SPRINKLER IN THE BUILDING. NEW FIRE SUPPRESSION/SPRINKLER SYSTEM DESIGNED BY FIRE SUPPRESSION CONTRACTOR, PERMIT TO BE OBTAINED BY FIRE SUPPRESSION CONTRACTOR.

THERE IS NO EXISTING FIRE ALARM IN THE BUILDING. FIRE ALARM DESIGN AND SHOP DRAWINGS TO BE PROVIDED BY FIRE ALARM CONTRACTOR.

IT SHALL BE EACH CONTRACTOR'S RESPONSIBILITY TO KNOW, UNDERSTAND AND ENSURE COMPLIANCE WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS ENERGY CONSERVATION CODE.

KEYS WILL BE PROVIDED FOR THE KNOX BOX.

SCOPE OF WORK (GENERAL):

INTERIOR BUILD-OUT AND EXTERIOR REMODEL OF AN EXISTING 1-STORY, METAL FRAME COMMERCIAL BUILDING

GENERAL INFORMATION

- CONSTRUCTION TYPE: 2B, UNPROTECTED
- USE GROUP: A-2
- SQUARE FOOTAGE: 1380 SF
- OCCUPANCY: SEATING FOR 61 OCCUPANTS
EMPLOYEES 5 OCCUPANTS
WAITING 10 OCCUPANTS
MAX. 76 OCCUPANTS TOTAL

GENERAL NOTES

ALL INTERIOR WALL, CEILING AND TRIM FINISHES SHALL BE MINIMUM CLASS 2 FSR 26-75. ALL EXPOSED INSULATION MATERIAL WILL HAVE A FLAME SPREAD RATING NOT TO EXCEED 25 WITH A SMOKE DEVELOPED FACTOR NOT TO EXCEED 450.

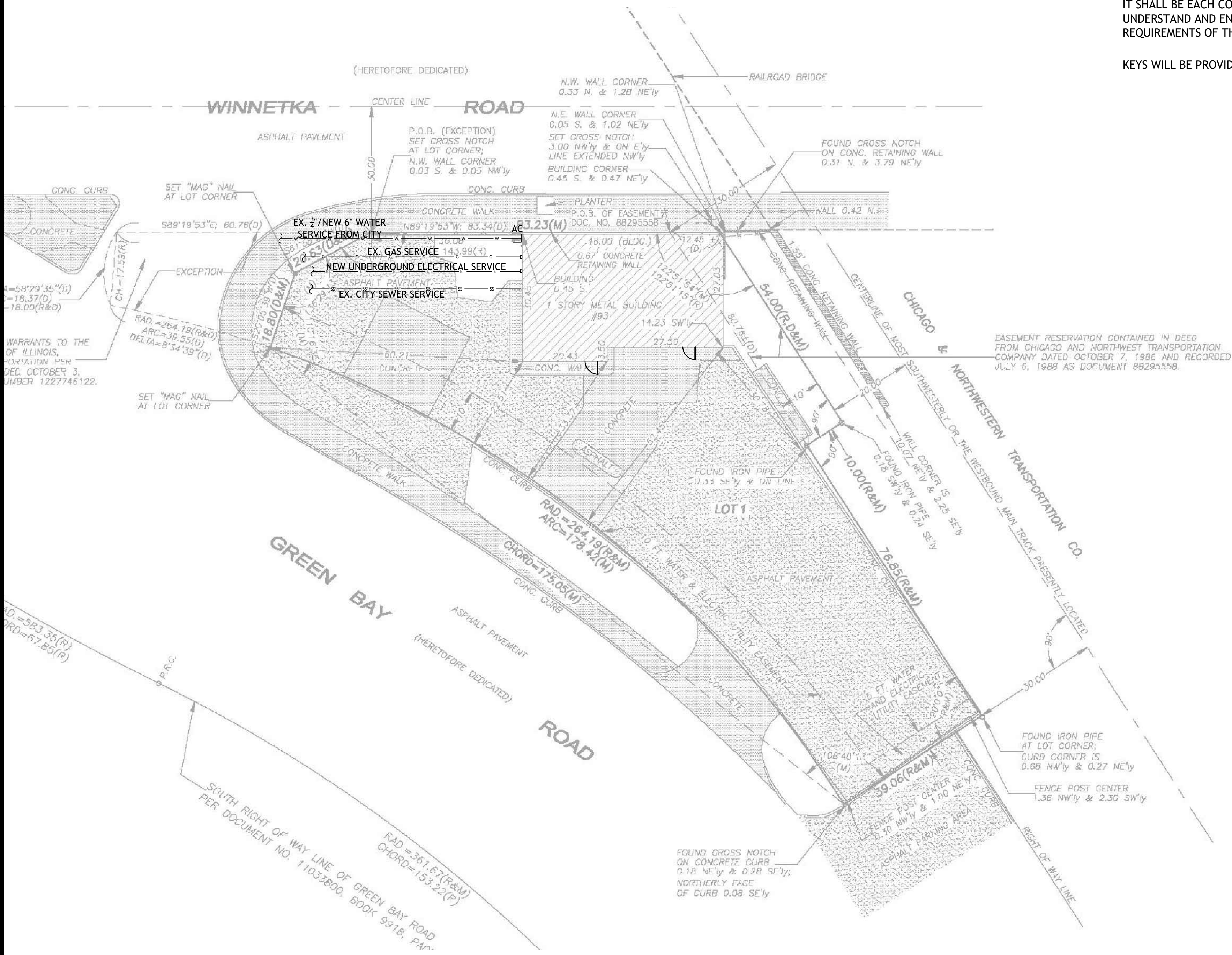
FIRE BLOCKING AND DRAFT STOPPING SHALL BE INSTALLED IN COMBUSTIBLE LOCATIONS IN ACCORDANCE WITH THE BUILDING CODE.

EGRESS DOOR HARDWARE SHALL BE OPERABLE FROM THE SIDE EGRESS IS TO BE MADE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER DEVICES SHALL BE AT A MINIMUM HEIGHT OF 34" AND A MAXIMUM HEIGHT OF 48" A.F.F.. THE OPERATING DEVICES SHALL BE CAPABLE OF OPERATING WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE. THUMB-TURN DEVICES ARE NOT PERMITTED.

ALL EXIT AND EMERGENCY LIGHTING SHALL BE PROVIDE WITH 90 MINUTES OF AUXILIARY POWER.

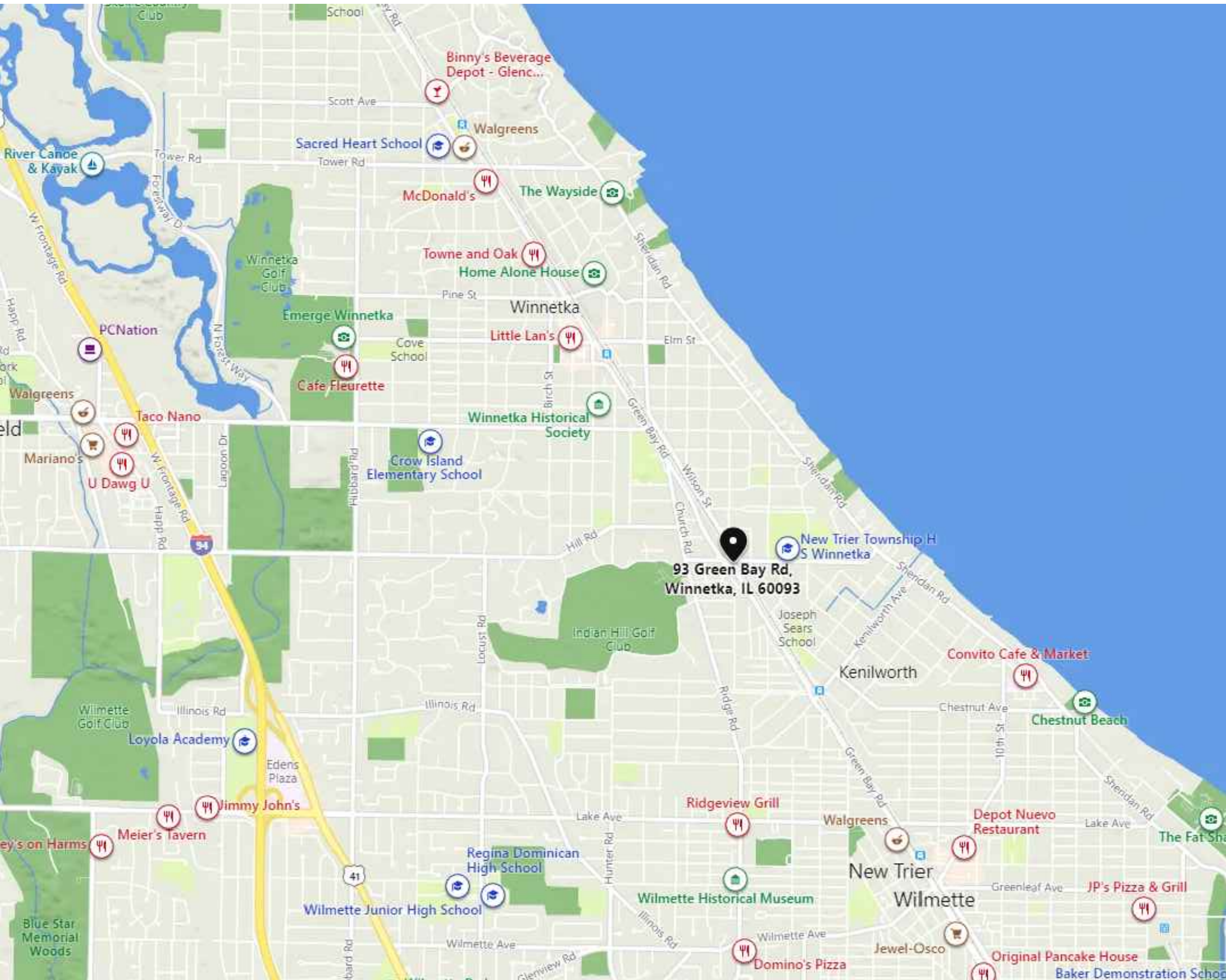
THE TENANT SPACE ADDRESS SHALL BE PLAINLY (MINIMUM 6-INCH LETTERS/ NUMBERS) DISPLAYED AT THE MAIN ENTRANCE TO THE BUILDING IN ACCORDANCE WITH THE FIRE CODE AND MUNICIPAL REQUIREMENTS.

CONTACT THE FIRE DEPARTMENT FOR APPROVAL OF TYPES AND LOCATIONS OF PORTABLE FIRE EXTINGUISHERS TO BE USED PRIOR TO FINAL OCCUPANCY INSPECTIONS.



SITE PLAN

SCALE 1/16" = 1'-0"



LOCATION MAP

Randolph F. Liebelt AIA, NCARB
900 North Shore Drive
Suite 100
Lake Bluff, Illinois 60044
PH (847) 615-0707
FAX (847) 574.6207
LA.Design@sbcglobal.net

PROJECT NAME:
TALA COFFEE ROASTERS

Project:
INTERIOR BUILD-OUT AND EXTERIOR REMODEL OF AN EXISTING 1 STORY COMMERCIAL BUILDING

ADDRESS:
93 GREEN BAY ROAD
WINNETKA, IL 60093



Issued For Permit 08.23.22

Preliminary Drawings 01.17.22

Drawn By DH

Checked By RL

Sheet:

T1

- of -

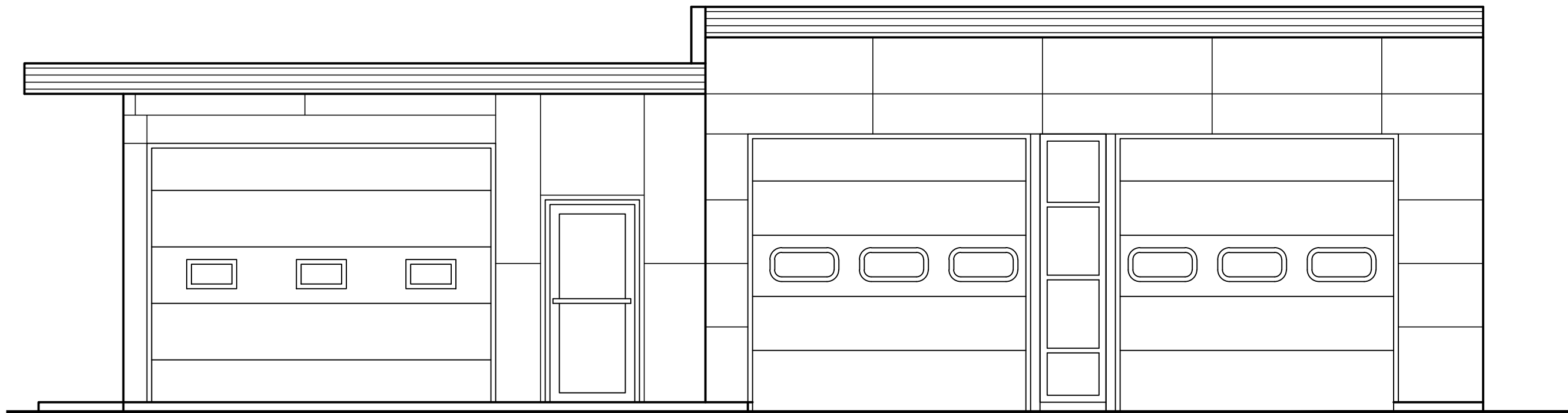
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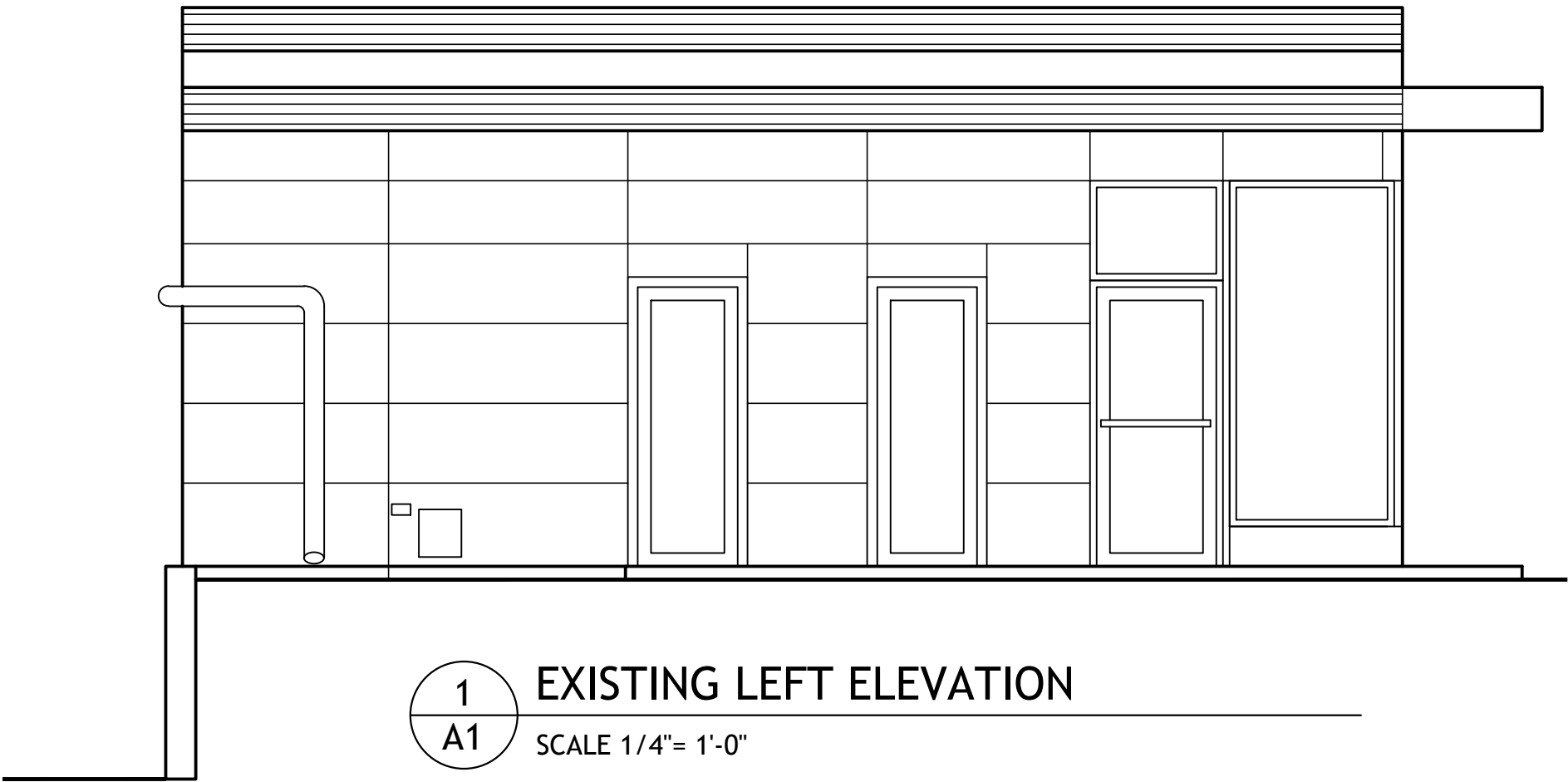
PROJECT NAME:
**TALA COFFEE
ROASTERS**

Project:
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EXTERIOR REMODEL OF
AN EXISTING 1 STORY
COMMERCIAL BUILDING

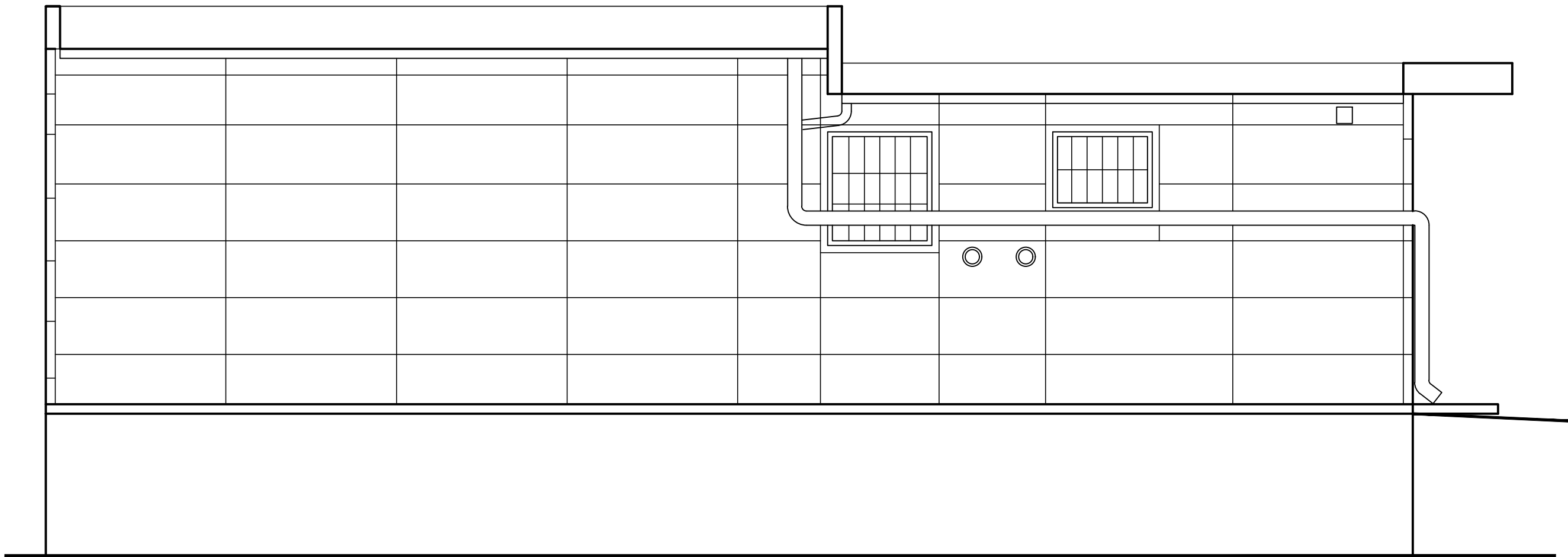
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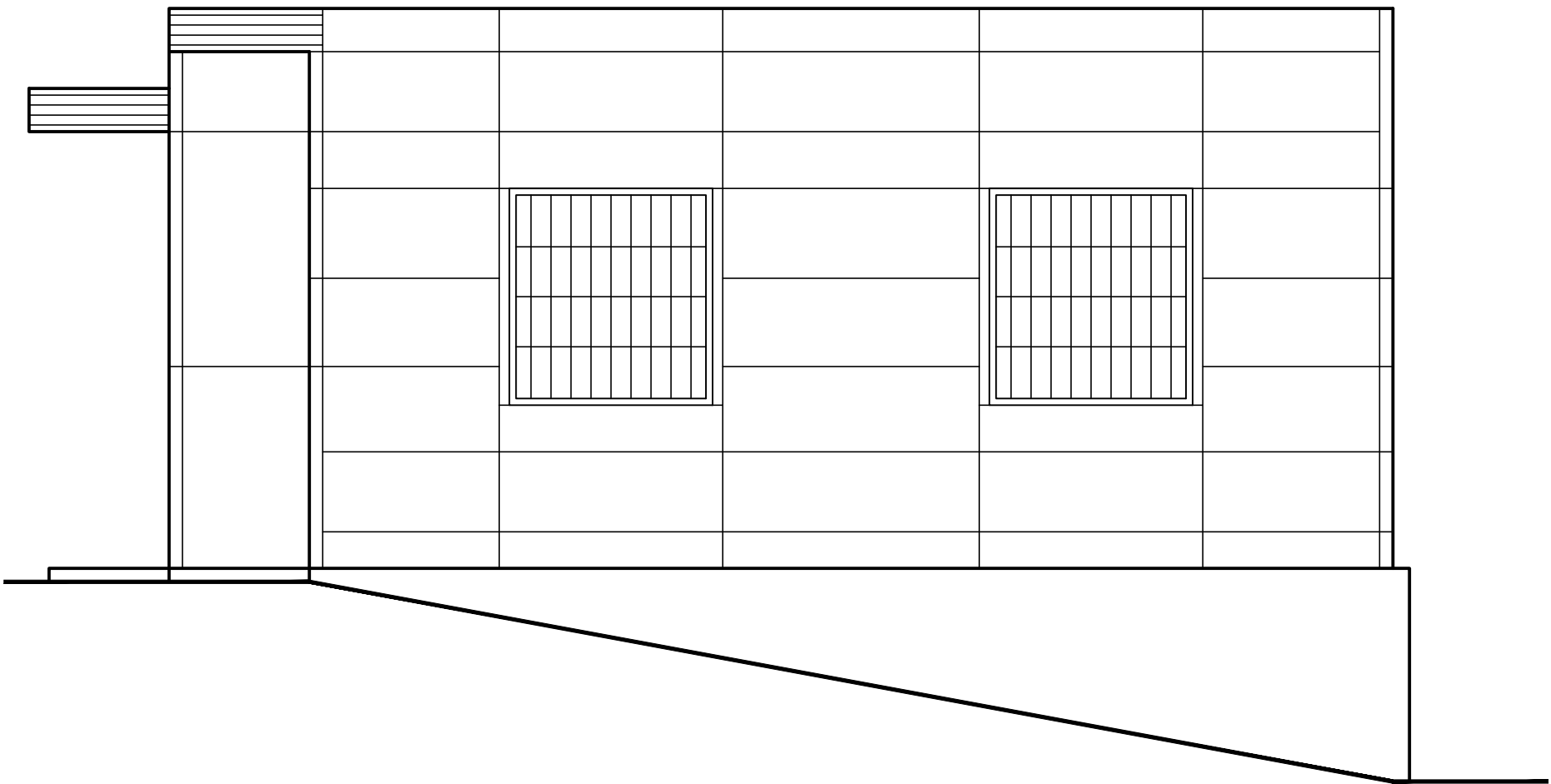
1
A1
EXISTING FRONT ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING LEFT ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING REAR ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING RIGHT ELEVATION
SCALE 1/4"= 1'-0"

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- of -

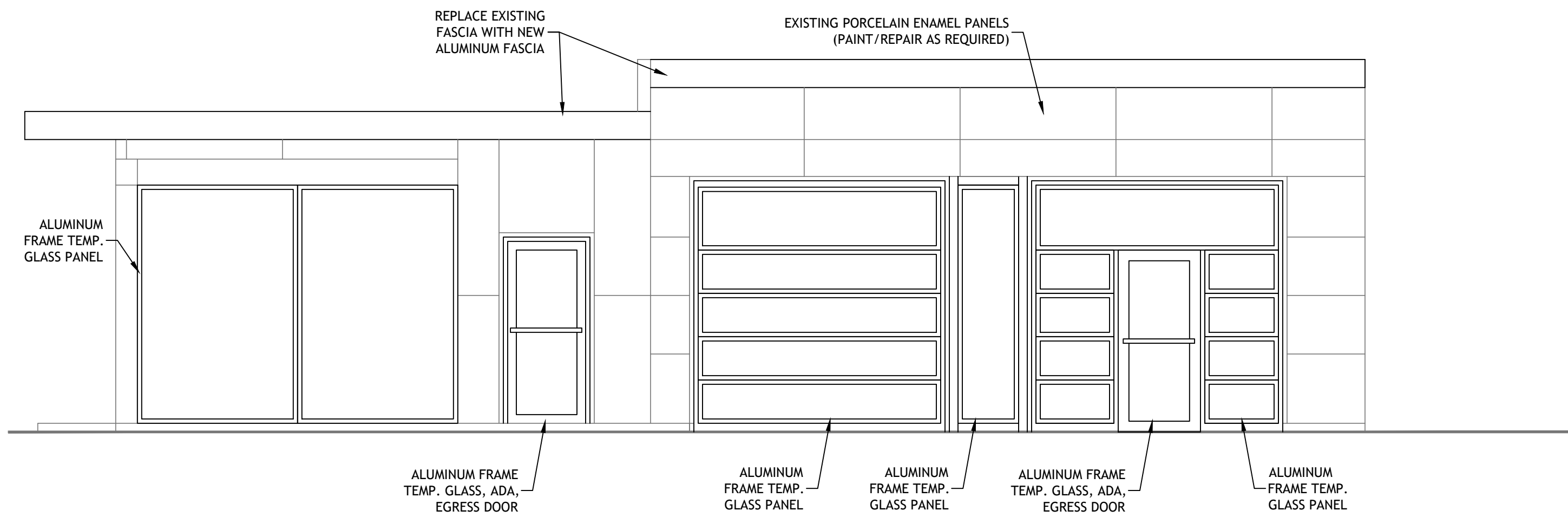
PROJECT NUMBER

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PROJECT NAME:
**TALA COFFEE
ROASTERS**

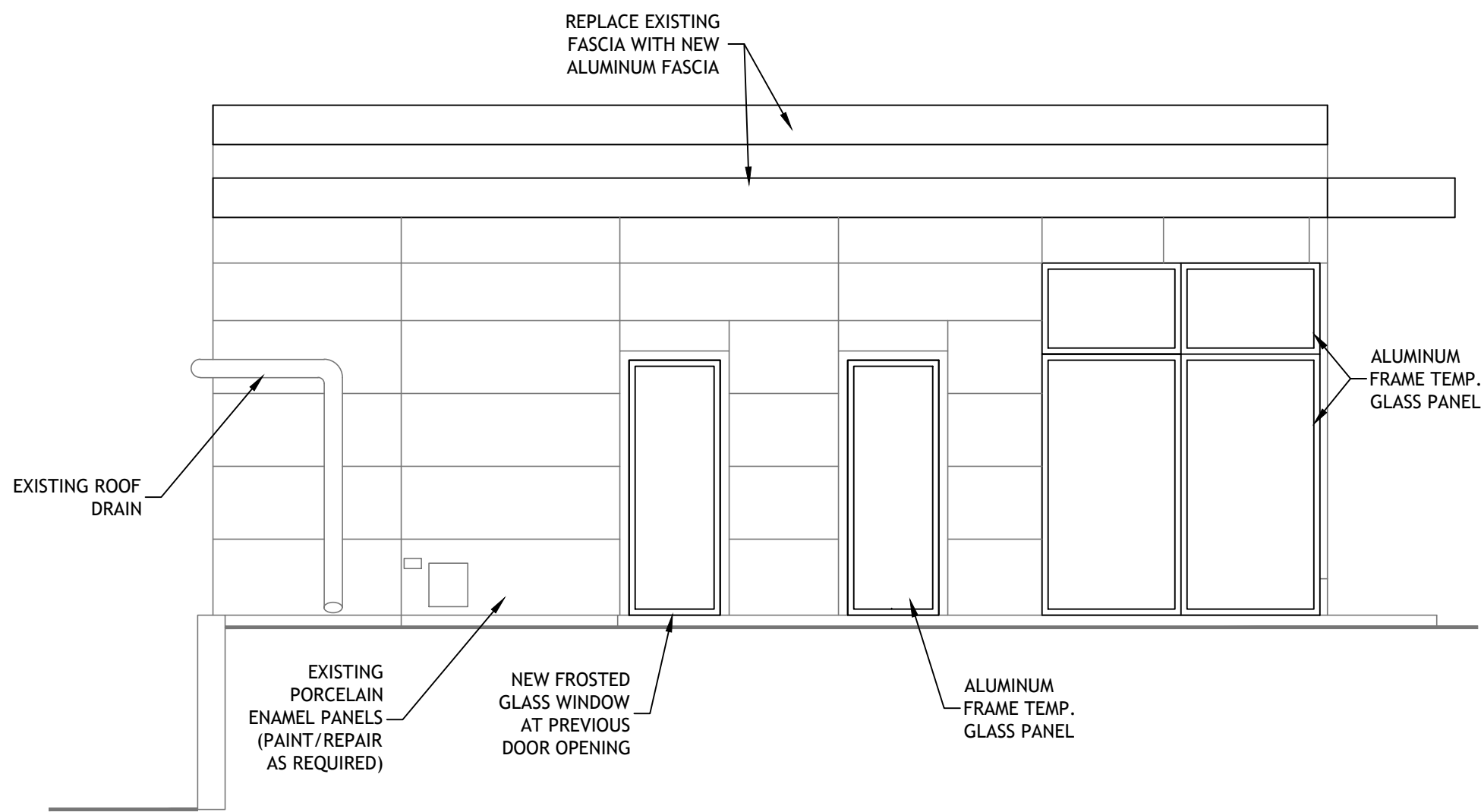
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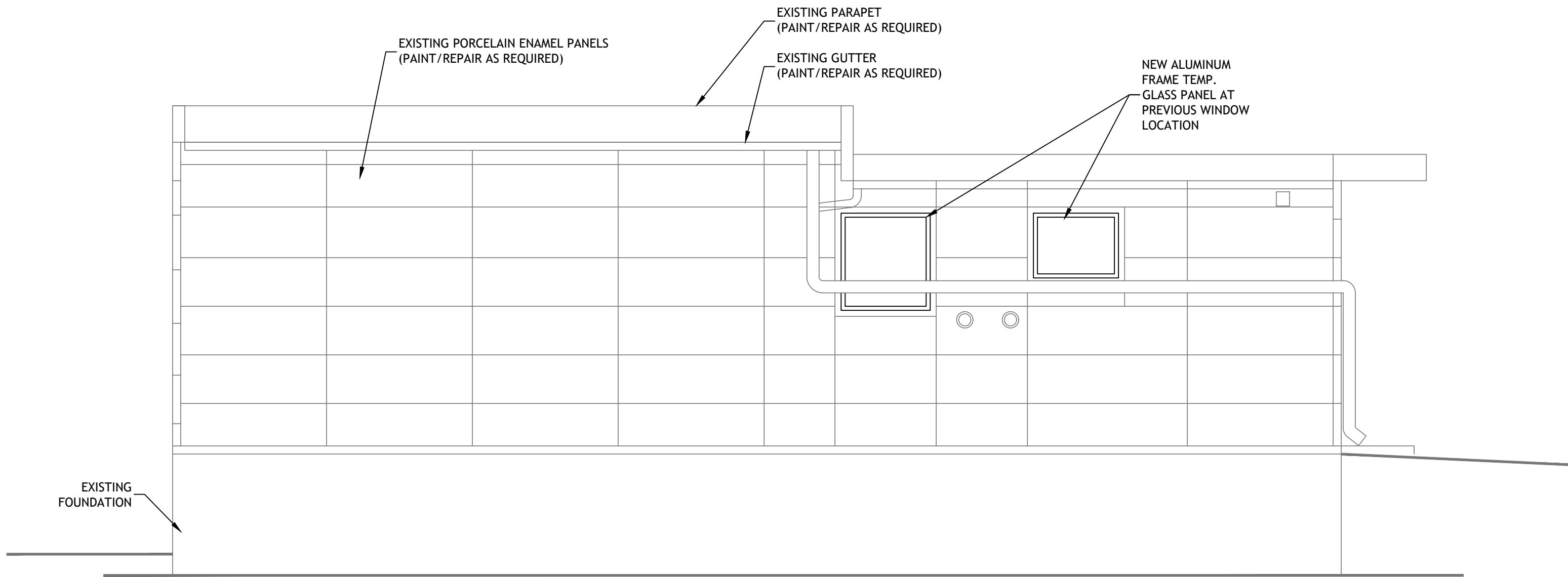


1
A2 PROPOSED FRONT ELEVATION
SCALE 1/4"= 1'-0"

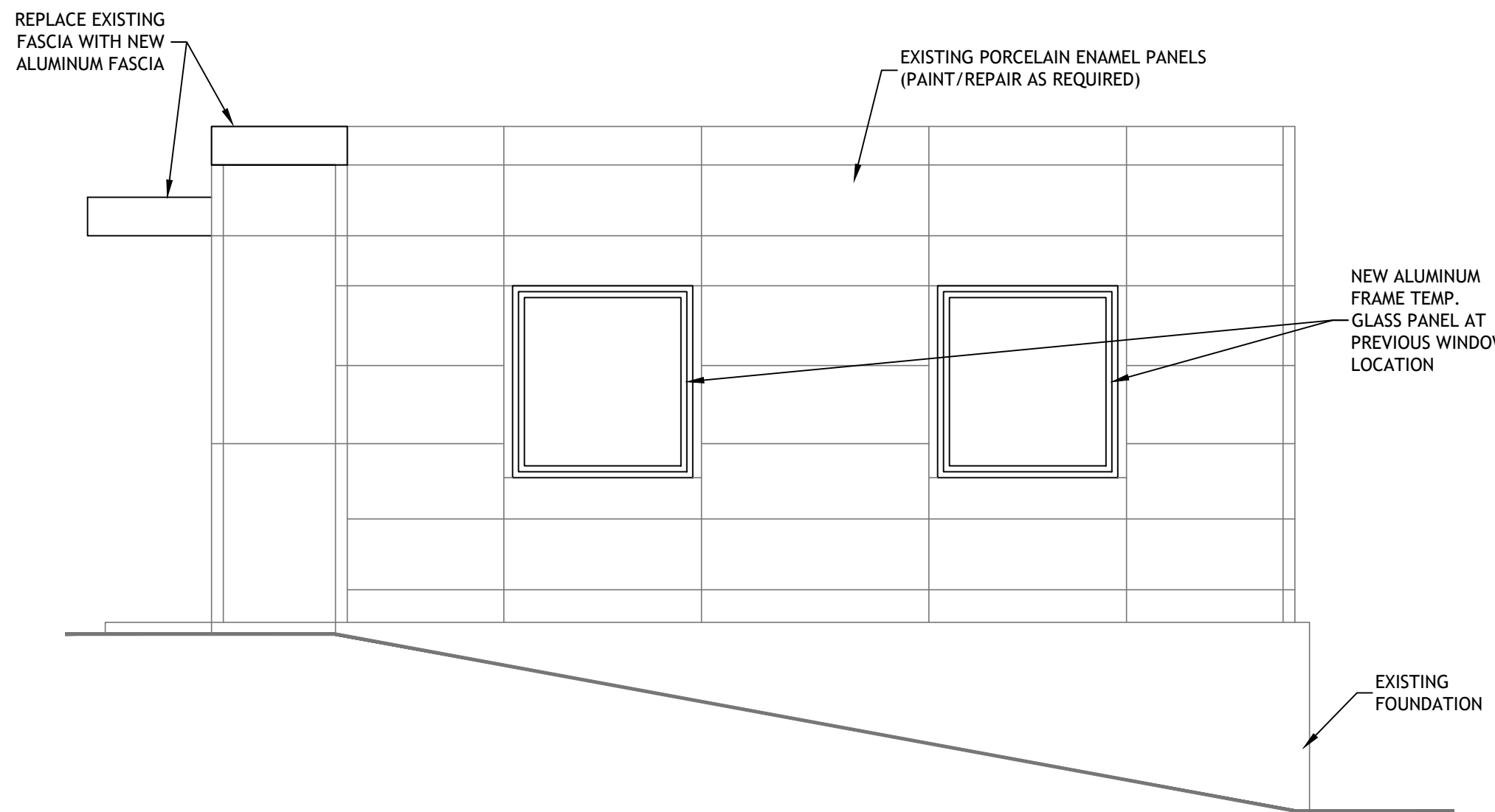
NOTES:
VERIFY ALL WINDOW/DOOR/GLAZING SIZES.
VERIFY WINDOW/DOOR/GLAZING STYLES AND LAYOUTS WITH OWNER.
WINDOW/DOOR/GLAZING OPENINGS ARE EXISTING, CONTACT ARCHITECT IF
ADDITIONAL STRUCTURE IS REQUIRED (AFTER WALL FINISHES ARE REMOVED).
WINDOW/DOOR/GLAZING SHALL BE TEMPERED PER CODE REQUIREMENTS.
WINDOW/DOOR/GLAZING SHALL BE A MIN. U-FACTOR OF 0.30.
ROOD AND WALL STRUCTURE AND FINISHES ARE EXISTING TO BE CLEANED
AND REPAIRED AS REQUIRED.



1
A2 PROPOSED LEFT ELEVATION
SCALE 1/4"= 1'-0"



3
A2 PROPOSED REAR ELEVATION
SCALE 1/4"= 1'-0"



4
A2 PROPOSED RIGHT ELEVATION
SCALE 1/4"= 1'-0"



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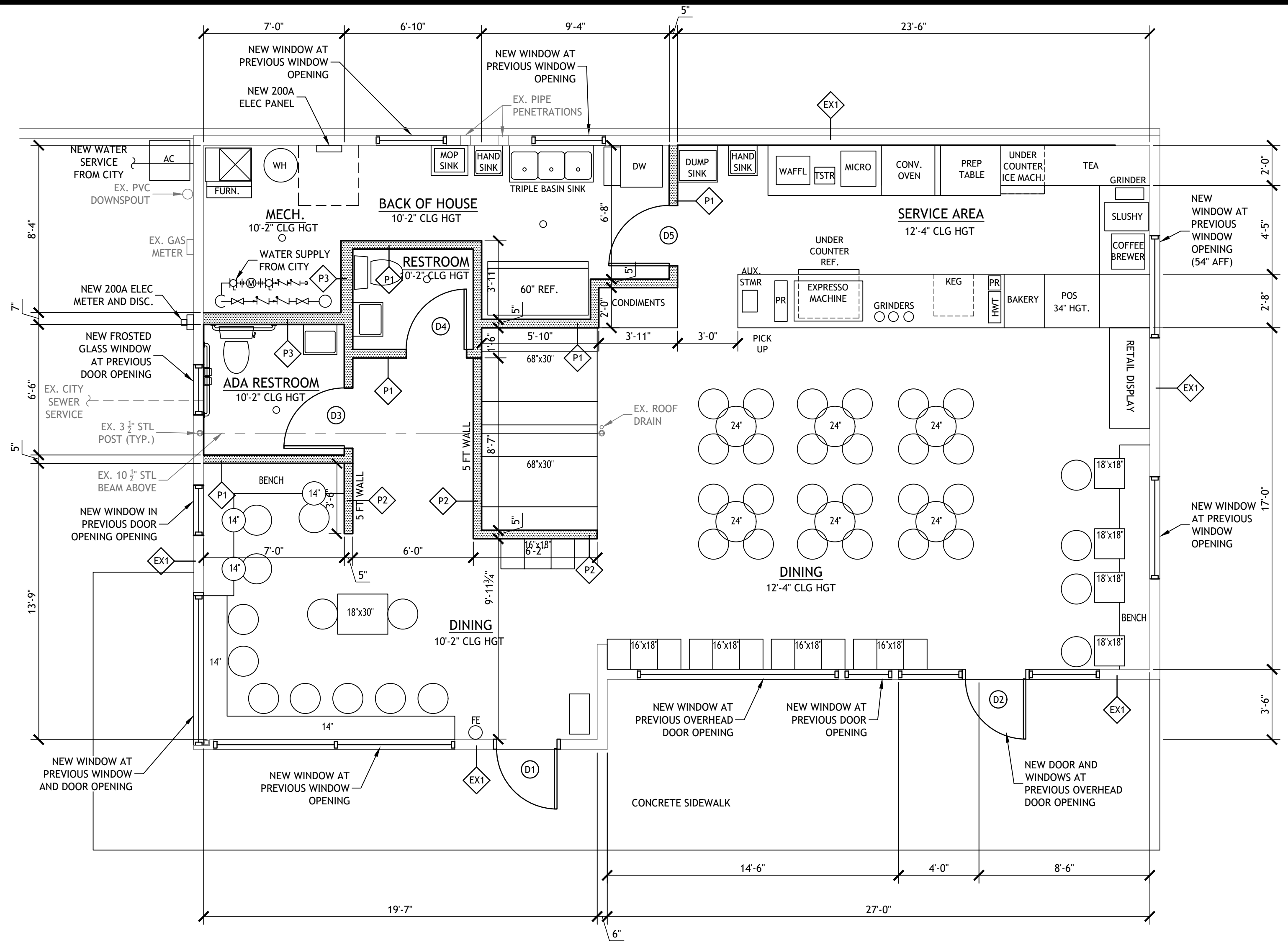
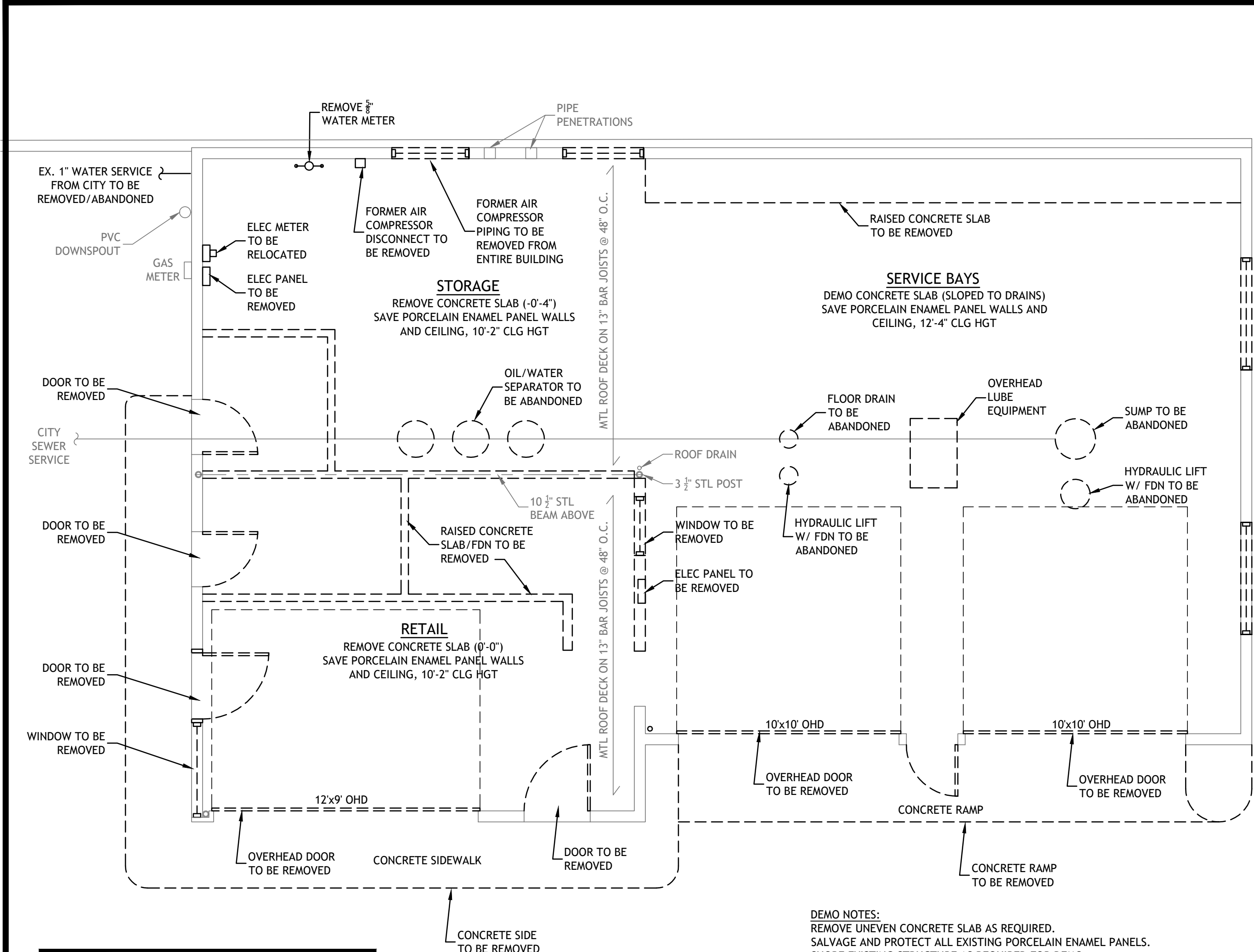
Checked By RL

Sheet:

A2

- of -

PROJECT NUMBER



GENERAL DEMOLITION NOTES

PROVIDE TEMPORARY BRACING AND SHORING WITH CONNECTIONS OF SUFFICIENT STRENGTH TO BEAR IMPOSED LOADS, TO PROTECT ALL PERSONS AND PROPERTY, AND TO ENSURE PROPER ALIGNMENT. COMPLY WITH ALL STATE, O.S.H.A. AND LOCAL CODES. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR PROVIDING ADEQUATE BRACING OF EXISTING WALLS DURING DEMOLITION AND ERECTION TO PREVENT DAMAGE DUE TO HIGH WINDS OR OTHER LATERAL LOADS AND CONSTRUCTION IMPACTS. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR DAMAGE DUE TO HIS/HER FAILURE TO TAKE SUCH PRECAUTIONS.

FIELD VERIFY SCOPE OF WORK & EXISTING CONDITIONS CAREFULLY PRIOR TO COMMENCEMENT OF DEMOLITION WORK & NOTIFY ARCHITECT IF ANY DISCREPANCIES FOUND.

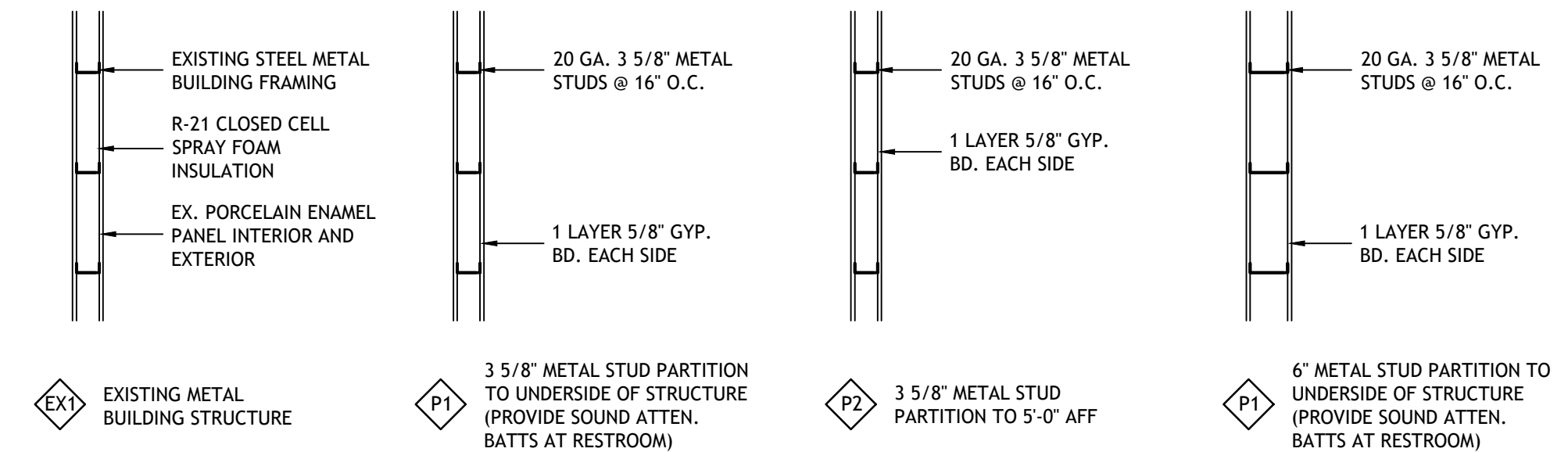
REROUTE/ PRESERVE ANY ELECTRICAL LINES, PIPING, ETC. WHEREVER NECESSARY IN ORDER TO REUSE FOR NEW MECHANICAL / ELECTRICAL EQUIPMENT - REFER TO MECHANICAL & ELECTRICAL DRAWINGS

ALL DEMOLITION WORK IS SHOWN IN BOLD DASHED LINE. TYPICAL FOR THIS SHEET.

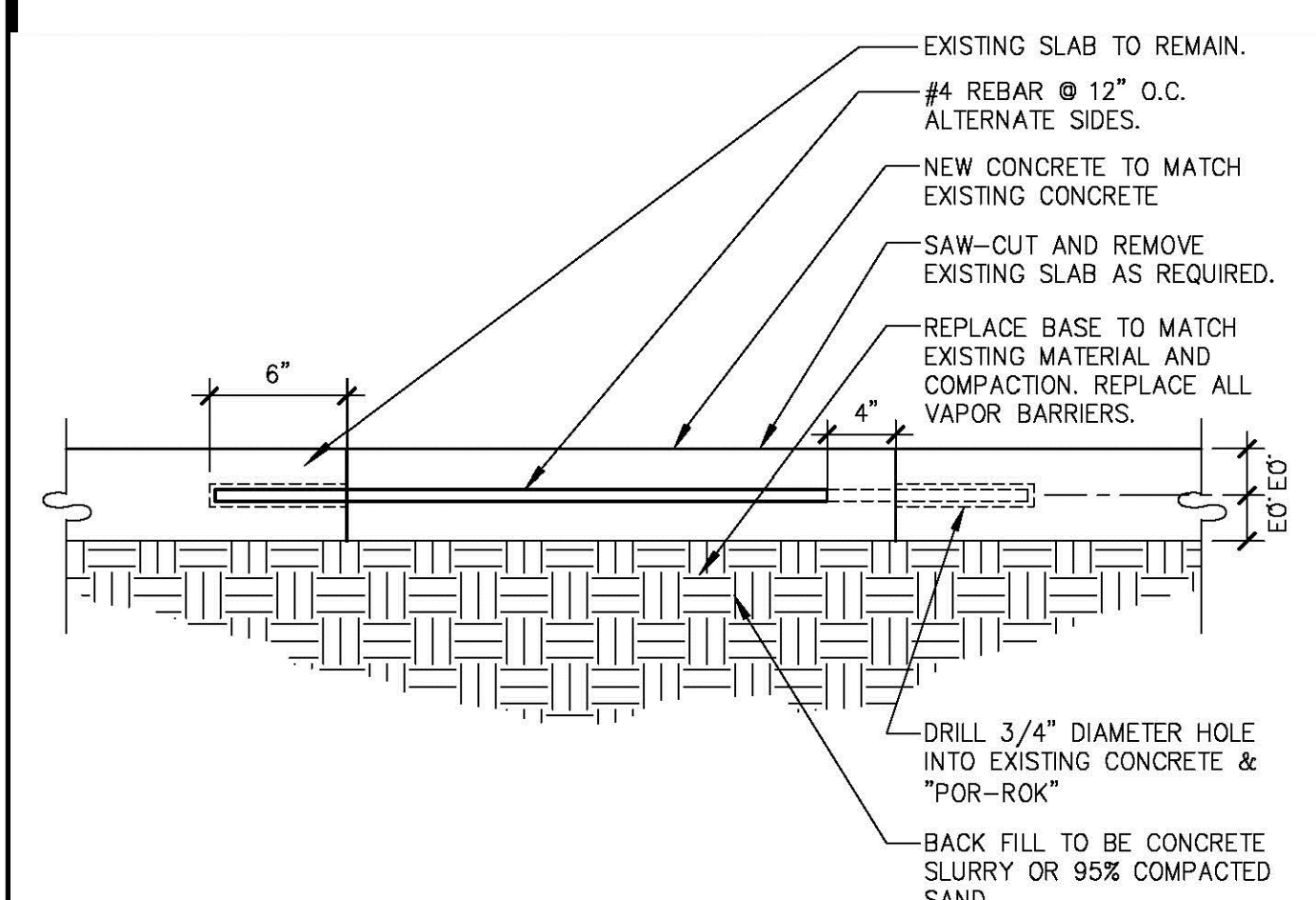
G.C. TO COORDINATE SCOPE OF DEMOLITION W/ PROPOSED WORK.

ALL CONSTRUCTION DESIGNATED TO REMAIN TO BE PROTECTED FROM DAMAGE

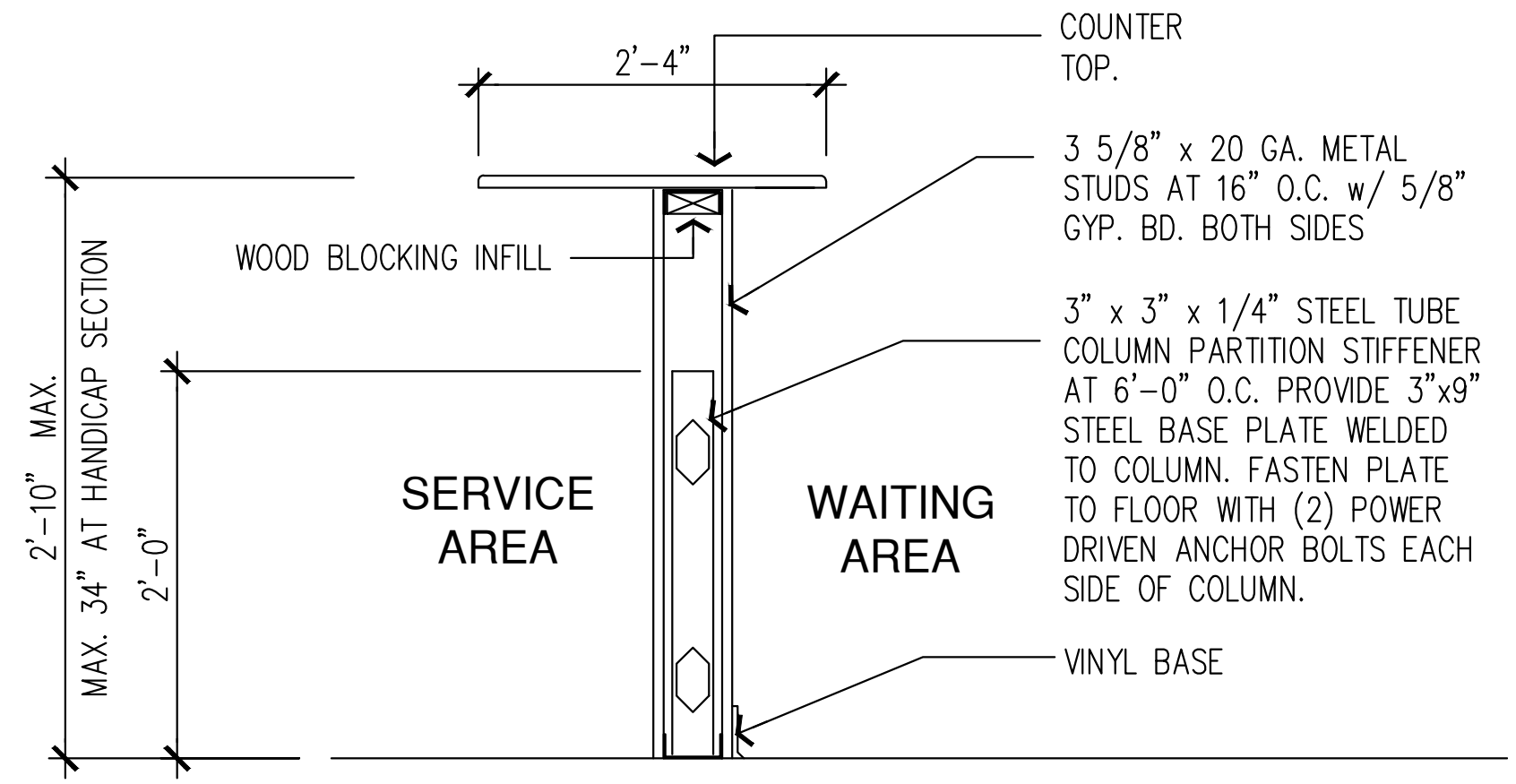
1 PROPOSED DEMO PLAN
SCALE 1/4"= 1'-0"



4 WALL TYPE
SCALE 1/2"= 1'-0"



3 SAWCUT CONCRETE REPAIR
SCALE 1 1/2"= 1'-0"



5 HANDICAP COUNTER SECTION
SCALE 3/4"= 1'-0"

ROOM FINISH SCHEDULE				
AREA	FLOOR	BASE	WALL	CEILING
DINING	CONCRETE	VINYL	PORCELAIN PANEL/GYP. BD	PORCELAIN PANEL
SERVICE AREA	CONCRETE	VINYL	FRP TO 6 FT/GYP BD	PORCELAIN PANEL
RESTROOM	CONCRETE	CT	CERAMIC TILE TO 6FT GYP. BD ABOVE	PORCELAIN PANEL
BACK OF HOUSE	CONCRETE	VINYL	FRP TO 6 FT/GYP ABOVE	PORCELAIN PANEL

ROOM FINISH NOTES:
AT ALL WET AREAS: BASE TO BE COVE TYPE, WATERTIGHT UP TO 5" A.F.F.
WALLS, FLOOR AND CEILING SHALL BE EASILY CLEANABLE.

DOOR SCHEDULE						
DOOR NUMBER	DESCRIPTION	FRAME		DOOR		HARDWARE SET
		MATERIAL	FINISH	SIZE	REMARKS	
D1	EXTERIOR DOOR	HM	PAINT	3'-0"x7'-0"	WD MATCH EXISTING	1
D2	EXTERIOR DOOR	HM	PAINT	3'-0"x7'-0"	WD MATCH EXISTING	1
D3	RESTROOM DOOR	HM	PAINT	3'-0"x7'-0"	WD MATCH EXISTING	2
D4	RESTROOM DOOR	HM	PAINT	3'-0"x7'-0"	WD MATCH EXISTING	2
D5	SERVICE/BACK OF HOUSE DOOR	HM	PAINT	3'-0"x7'-0"	WD MATCH EXISTING	3

DOOR GENERAL NOTES

- REFER TO PROJECT SPECIFICATIONS FOR COMPLETE INFORMATION AND REQUIREMENTS.
- CONTRACTOR MUST VERIFY ALL ROUGH OPENING AND MASONRY DIMENSIONS WITH DOOR AND WINDOW MANUFACTURER PRIOR TO ORDERING, FABRICATING, OR INSTALLATION.
- CONTRACTOR MUST PROVIDE "B" LABEL DOORS WHERE NOTED, REFER TO PLANS.
- FINAL DOOR DESIGN, COLOR, AND HARDWARE TO BE APPROVED AND SIGNED OFF ON BY OWNER.
- MANUAL PUSH/PULL AT DOORS W/ CLOSERS TO BE NOT MORE THAN 5.0 (FIVE) LBS.
- SEE PLANS FOR MARK, LOCATIONS, AND SWINGS OF DOORS AS SHOWN.
- ALL DOOR GLAZING TO BE TEMPERED SAFETY GLASS.
- ALL INTERIOR DOORS TO BE PRE-HUNG U.N.O.
- ALL INTERIOR DOORS TO BE PRIMED AND PAINTED, U.N.O.
- ALL SAFETY / TEMPERED GLASS AND FIRE LABELED DOORS SHALL BEAR A PERMANENT MARKING, INDICATING THE MANUFACTURER & THE TYPE OF GLASS OR SHALL BEAR THE UL RESISTANCE LABEL.

INTERIOR UNIT DOORS:

DOOR MATERIAL: SOLID CORE, SMOOTH FINISH; TO BE PAINTED

FRAME MATERIAL: WOOD - PINE; TO BE PAINTED

LATCH HARDWARE: "SCHLAGE", LEVER HANDLE

HARDWARE: SEE SCHEDULE

HARDWARE FINISH: BRUSHED CHROME

DOOR REMARKS

- PROVIDE HEAVY DUTY HINGES AND REINFORCED MULLIONS AS REQUIRED TO SUPPORT THE DOOR LEAF.
- DOOR OPENING DEVICE SHALL BE LEVER TYPE.
- KNURLED/TACTILE WARNING SURFACE SHALL BE SUPPLIED TO ALL LEVER HANDLE DOOR OPENING DEVICES WITH ACCESS TO HAZARDOUS AREAS.

DOOR HARDWARE:

DOOR CLOSERS: LCN 4110 SERIES PARALLEL ARM HANDICAPPED ACCESSIBLE CLOSER. PAINTED FIN.

DOOR LEVERS: "SCHLAGE" "D" SERIES OLYMPIAD HANDICAPPED ACCESSIBLE. SATIN CHROME FINISH

NOTE: SEE BUILDING STANDARD ADA HARDWARE

IN ACCORDANCE WITH SECTION 10-7.2.2.2-8 EVERY BATHROOM DOOR LOCK SHALL BE DESIGNED TO PERMIT OPENING OF THE LOCKED DOOR FROM THE OUTSIDE IN AN EMERGENCY. THE OPENING DEVICE SHALL BE READILY ACCESSIBLE TO THE STAFF.

ALL THRESHOLDS TO BE ALUMINUM IAC COMPLIANT DESIGN.

HARDWARE SUPPLIER TO REVIEW PLAN AND VERIFY REQUIREMENTS OF ALL SPECIFIED HARDWARE.

HARDWARE SET SCHEDULE	
SET 1	EXTERIOR ENTRY DOOR (HEAVY DUTY USE) CYLINDER LOCK W/ EXIT LEVER HANDLE PUSH AND PULL 1 1/2 PAIR BB BUTT HINGES (EACH LEAF) FLAT ALUMINUM THRESHOLD WEATHERSTRIPPING ALL SIDES DOOR BOTTOM SWEEP 1 CLOSER W/ BACKCHECK (MAX. 5 LB. PULL) 1 WALL OR FLOOR STOP (WHERE APPROPRIATE)
SET 2	TOILET DOOR 1-1/2 PAIR BB BUTT HINGES 1 CLOSER W/ BACKCHECK (MAX. 5 LB. PULL) 1 WALL OR FLOOR STOP (WHERE APPROPRIATE) LOCK W/ LEVER HANDLE
SET 3	PASSAGE DOOR 1-1/2 PAIR BB BUTT HINGES 1 WALL OR FLOOR STOP (WHERE APPROPRIATE) LEVER HANDLE

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A3

PROJECT NUMBER

Table 1—Motor Specifications (2000N)

Input voltage (VDC)	12
Load	
Static load (Fx) maximum	2000 (450 pounds)
Dynamic load (Fx) maximum	2000 (450 pounds)
Stroke length	custom
Current	
Current consumption, rated load (A)	45/22
Current consumption, stall/in-rush (A)	14/80
Speed, no load	5.8 mm/23 seconds
Speed, rated load	4 mm/16 seconds
Operation temperature limits	-13 to 167 degrees F (-25 to 75 degrees C)
Dual cycle, maximum	10%
Average life	10K cycles
Sound level	<45 dBA
Lead screw type	Acme
Protection class	IP67
Certificates	CE (EN60601-1) UL (UL60601-1)

Sizes/Dimensions

The finished size of an Arcadia Pivot system is always custom. These are component sizes.

Louver Lengths (in inches)

- 89
- 113
- 137

Posts (in inches)

- $4 \times 4 \times \frac{1}{8}$
- $4 \times 4 \times \frac{1}{4}$
- $6 \times 6 \times \frac{1}{8}$
- $6 \times 6 \times \frac{1}{4}$
- $8 \times 8 \times \frac{1}{4}$

Post Bases and Post Base Bracket (in inches)

- 4×4
- 6×6
- 8×8
- 6×6 (post base bracket)

Beams (in inches)

- $2 \times 8 \times \frac{1}{8}$
- $2 \times 10 \times \frac{1}{8}$

Post-to-Beam Connectors (in inches)

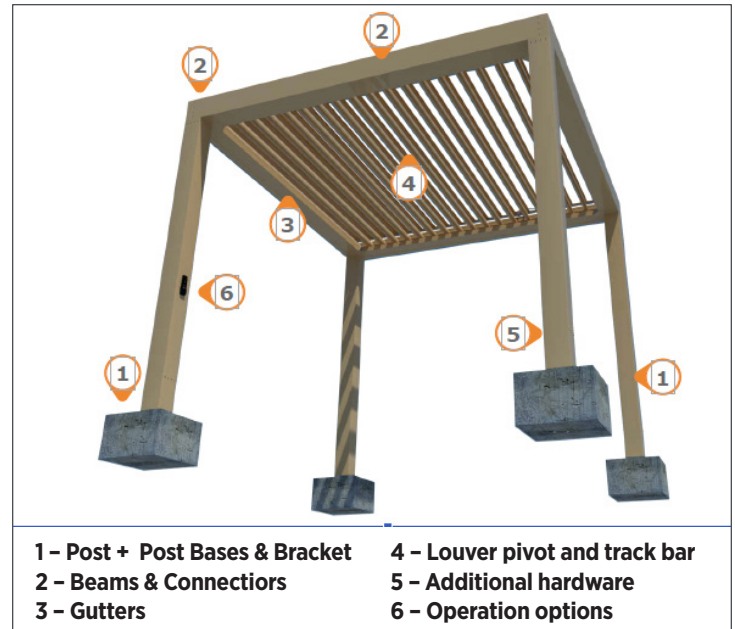
- 4×4
- 6×6
- 8×8
- Beam corner connector
- U-channel connector

Motor Specifications

See Table 1.

Options/Accessories

- Ceiling fans
- Accent lighting
- Custom colors
- Wood/faux cladding
- Custom columns
- Cornice style facade
- Pergola cuts/corbel ends
- Motorized solar screens



- Outdoor curtains
- Outdoor heating and cooling
- Manual operation
- Smartphone app

System Information

Complete system brochure available [here](#).

4. Technical Data

Applicable Standards

American Architectural Manufacturers Association (AAMA)

- **AAMA 2604** Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix)

ASTM International

- **ASTM B117** Standard Practice for Operating Salt Spray (Fog) Apparatus
- **ASTM E84** Standard Test Method for Surface Burning Characteristics of Building Materials
- **ASTM D522** Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings
- **ASTM D523** Standard Test Method for Specular Gloss
- **ASTM D968** Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
- **ASTM D2247** Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity
- **ASTM D2794** Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
- **ASTM D3359** Standard Test Methods for Rating Adhesion by Tape Test
- **ASTM D3363** Standard Test Method for Film Hardness by Pencil Test



1. Product Name

- Arcadia™ Pivot

2. Manufacturer

Arcadia Building Products, Inc.
154 Ethan Allen Drive
Dahlonega, GA 30533
Phone: 800-303-5248
678-208-6762
Fax: 678-208-6764
E-mail: info@arcadiabp.com
Web: www.arcadiabp.com

3. Product Description

Basic Use

The Arcadia Pivot is a unique exterior sun/shade shelter/structure with operable louvers that pivot with a full 170-degree range of motion in place of a roof or rafters.

The Arcadia Pivot adjusts to maximize the comfort and use of any outdoor space. By adjusting the louvers, the user can let sunlight into the space below or keep sunlight out for complete shade. With the benefits of sky views and ventilation, the Arcadia Pivot provides protection from direct, unbroken sunlight.

The original Arcadia System has been improved and perfected since its inception in 2011. Its award-winning pivot design gives a full 170-degree range of motion to provide a cool oasis and protection from the elements. Now available with a slide design that allows full sky view and Arcadia's iLouver technology.

With the iLouver smart phone app, the Arcadia structure can be controlled from the palm of your hand and the Pivot can intuitively control the effects of the weather.

Composition and Materials

Extruded aluminum, 6063-T6 and 6061-T6 and stainless steel 304 alloy components, screws and bolts.

Features and Benefits

- Made in America
- Smart motor technology
- A full 170 degrees of motion
- Rain and wind programmability
- Patented interlocking louver design
- App-driven iLouver operating system
- Protection from UV exposure and other weather elements
- Arcadia Care maintenance and cleaning program available



- Fully extruded aluminum components are lightweight, strong, non-corrosive, resilient, reflective, non-combustible, recyclable, and accept finishes
- 360 degree integrated gutter system with interlocking louvers that channel water into a fully-extruded five-inch gutter system that encompasses the entire perimeter of each zone, providing more efficient water management with gutters closed
- Allows maximum light into a space with the louvers fully opened; minimizes resistance and uplift in high winds
- Arcadia's Premium Powder Coating Process is PPG's Envirocyl® and Envirocron® powder coatings that are aesthetically pleasing, produce a durable uniform finish and can be custom formulated for a range of finishes, including Arcadia's matte finish; PPG's Ultradurable Polyester Powder Coatings provide a combination of good physical and chemical resistance properties with excellent resistance to outdoor weathering
 - VOCs are essentially zero
 - Good chemical resistance
 - Excellent Exterior durability
 - Available in a wide range of colors and finishes
 - Specifically formulated to meet the requirements of AAMA 2604

Colors

Standard colors:

- White
- Beige
- Bronze
- Adobe

Custom solid and woodgrain RAL colors available.



- **ASTM D4214A** Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films

C-UL

- **Bluetooth CE (CAN ICES-3 (B)/NMB-3(B))**

International Electrotechnical Commission (IEC)E

- **IP67, CE (EN 60601-1)**

UL International

- **UL (UL60601-1)**

Approvals

- **FCC: WLL report # 14118-01 Rev 0** (Arcadia Smart Device Control)
- **Miami-Dade County, Florida, Notice of Acceptance**
- **US Army Corps of Engineers (USACE)**

Environmental Considerations

This product may contribute to LEED® points.

5. Installation

Weather/ambient considerations

Above freezing, dry, safe working environment. Verify that site conditions are acceptable for installation. Do not proceed with installation until unacceptable conditions are corrected.

Please consult with the manufacturer for complete installation information and instructions.

6. Availability and Cost

Please contact manufacturer for availability and pricing.

7. Warranty

Arcadia offers a limited lifetime warranty. Arcadia Building Products, Inc. extends a transferable limited warranty to the structural components and moveable accessories of our products.

Arcadia warrants our products for the lifetime of each product against manufacturer's defects in materials.

Electrical components and drive motor: five years.

Manual operator: ten years.

Structural components: 15 years.

8. Maintenance

Arcadia Louvered Roof Systems are easy to maintain. Generally, normal rainfall is sufficient to keep its appearance clean. If cleaning is required, we recommend the following steps. Attention should be given to areas under eaves, porches, awnings, and other overhangs that have limited exposure to the natural cleansing effect of rainfall.

Moderate Dirt

An occasional washing with clear water using a garden hose and soft-bristled brush is recommended, such as a long handled, car-washing brush is ideal for this purpose.

Heavier Dirt Accumulation

Wash in the manner indicated above, but use the following solution:

- 1/3 cup detergent (e.g. Tide®)
- 2/3 cup trisodium phosphate powder (TSP)
- 1 gallon of water

Mildew Accumulation

Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the following cleaning solution:

- 1/3 cup detergent (e.g. Tide)
- 2/3 cup trisodium phosphate powder (TSP)
- 1 quart sodium hypochloride 5% solution (e.g. Clorox®)
- 3 quarts water

Environmental Black Streaking

Black streaking can also collect on the surface of a structure. Black streaking can be removed by using Gutter Zap 4, which can be purchased from the dealer that installed your unit.

Caulking Compounds, Tar, etc.

Use mineral spirits in reasonable amounts, apply directly to foreign substance. Rinse the area thoroughly with water immediately after cleaning.





Arcadia Care Preventative Maintenance Program

By joining the Arcadia Care Preventative Maintenance Program you will receive standard coverage offered by the general Arcadia Product Warranty as well as the following add-ons.

- Testing of moving parts
- General wear and tear checked
- Comprehensive cleaning of louvered roof
- System gutter cleaning

Please contact your dealer that installed your system for more details and pricing. (Not all Authorized Arcadia Dealers participate in Arcadia Care, please check with you local dealer).

9. Technical Services

Arcadia Academy: full Installation training available at corporate training facilities. Free technical support via phone. Renderings, shop drawings and engineering available. Fees apply.

10. Filing Systems

- ConstructConnect
- Additional product information is available from the manufacturer upon request ↪



Star-Tech Glass, Inc.

1835 N. Major Ave.
Chicago, IL 60639-4117
Phone: 773.745.0800
Fax: 773.745.0889



Proposal

DATE	8/30/2022
PROPOSAL #	17452

NAME / ADDRESS

Tala Coffee Roasters
Ryan Hickman
93 Green Bay Rd
Winnetka IL 60093

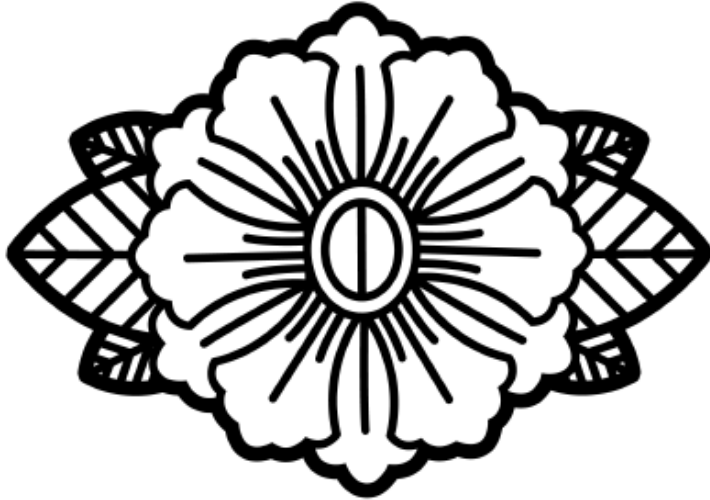
TERMS	REP	PROJECT	
50%dep/bal COD	BP		
QTY	DESCRIPTION	RATE	TOTAL
	2" x 4-1/2" Black or clear anodized aluminum storefront framing with head receptor and sill flashing into punched openings consisting of: West Elevation Restroom - Stationary window approx: 32" x 87" glazed with 1" o.a frosted insulated tempered glass panel Dining area - Stationary window approx: 32" x 87" , Stationary window split into sections approx: 89" x 102", all glazed with 1" o.a clear insulated tempered glass. South Elevation One standard 3'0" x 7'0" medium stile door glazed with 1" o.a clear tempered insulated glass. Opening size approx: 277" x 118." Stationary windows split into sections per customer's sketch (approx: 49" x 18"), Star Tech Glass will use 4-1/2" x 4-1/2" mullions. Center section without dividers and one standard 3'0" x 7'0" medium stile door with transom frame above. Opening size approx: 137" x 104." Stationary windows split into sections per customer's sketch (approx: 49"x 18") , Star Tech Glass will use 4-1/2" x 4-1/2" mullions. All glazed with 1" o.a clear insulated glass tempered where required. East Elevation Two stationary window approx: 61" x 64" glazed with 1" o.a clear annealed insulated glass . North Elevation Two stationary windows, one approx: 44" x 33" and one approx: 44" x 45", each glazed with 1" o.a clear annealed insulated glass. Each door to have hardware package included: 1" diameter push/pull handle, butt hinges, closer, bottom door sweep, threshold, lock/keyed with the cylinder.	35,104.00	35,104.00T

SEE TERMS ABOVE

Acceptance of Proposal: The above prices, specifications and conditions are accepted. You are authorized to do the work as specified. This proposal may be withdrawn by us if not accepted within 15 days. Custom orders are non-refundable nor returnable. For your convenience, we now accept most major credit cards. I agree to pay above amount according to card issuer agreement. All returned material is subject to a 25% re-stocking charge. Only products in new and unused condition will be accepted. Custom orders are non-refundable nor returnable.

CC# _____ Exp. Date _____	Subtotal	\$35,104.00
Name on Card (if different): _____	Sales Tax (5.125%)	\$1,799.08
Billing Address (if different): _____ Zip Code: _____	Total	\$36,903.08
Signature of acceptance of proposal and attached notes. _____ Date _____		

Attachment 2
Site Improvements



93 GREEN BAY ROAD SITE IMPROVEMENTS

The Village of Winnetka and Tala Coffee Roasters

EXISTING SITE CONDITIONS



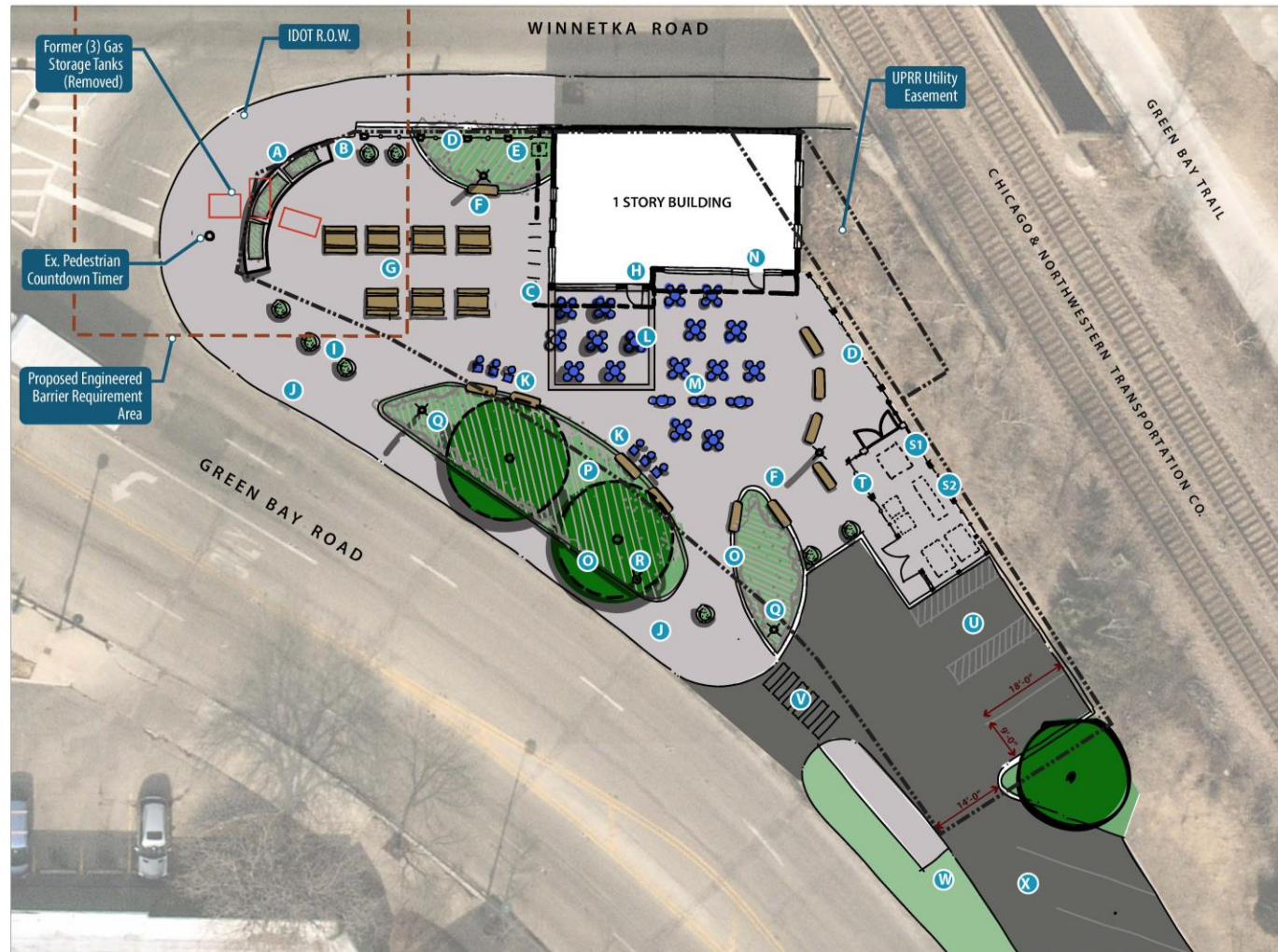
EXISTING SITE CONDITIONS



EXISTING SITE CONDITIONS



PROPOSED SITE IMPROVEMENTS



Legend

- A** Precast Concrete Planter
(3) 10' Lg x 4' Wd Segments
- B** Access From Winnetka Road Sidewalk (Step)
- C** Village Standard Bike Racks
- D** Decorative Fence
- E** Air Conditioner
- F** Limestone Seating Boulders
(11) 6' Lg x 2' Wd
- G** Picnic Table Seating
- H** Secondary Building Entrance
- I** Movable Planters, Village Standard
- J** Scored Concrete
- K** Table/Chairs along Seating Boulders
- L** Pergola attached to Building
- M** Movable Tables and Chairs (2-tops/4-tops)
- N** Primary Building Entrance
- O** 6" Planter Curb
- P** Perennials/Shrubs
- Q** Village Standard Pedestrian Light
- R** New Fire Hydrant
- S** S1. New Transformer (4'-0" x 4'-0")
S2. New Lighting Controller (2'-6" x 6'-8")
- T** Trash Enclosure (To Match Fence)
- U** (2) Parking Spaces (+1) HC Space
Event Food Truck Parking
- V** Marked Crosswalk
- W** Close Existing Entrance
(Extend Parkway North to New Entrance)
- X** Realigned Parking for Customers
(3) Spaces at 93 Green Bay Road Site
(13) Spaces at Village Lot at south

(16) Total Parking Spaces

Village of Winnetka, Illinois

93 Green Bay Road Redevelopment

Preferred Concept Plan



Aug 2022

PROPOSED SITE PLAN



PRECAST CONCRETE PLANTERS

Quantity: (3) 10' long curved segments set on concrete

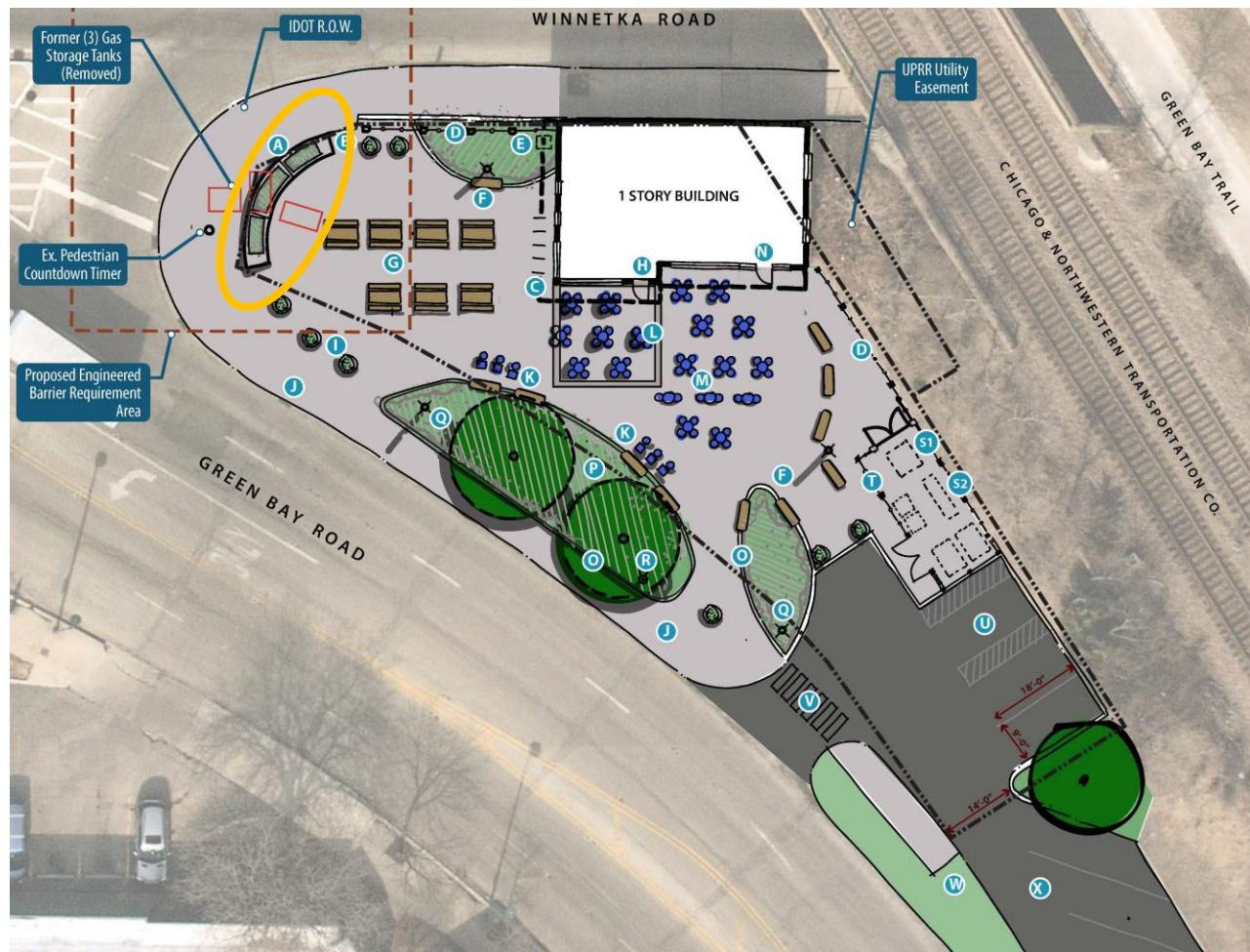
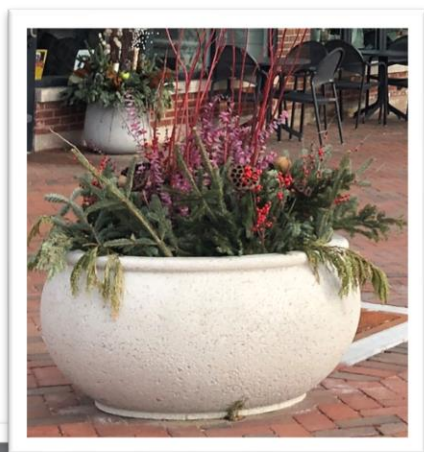
Dimensions: 10' L x 4' W x 2' H

Color: Match Village standard precast concrete planters

Design: Along top of planter integrate custom reveal features from railroad bridge

Signage: None

Supplier: Wausau, or approved equal

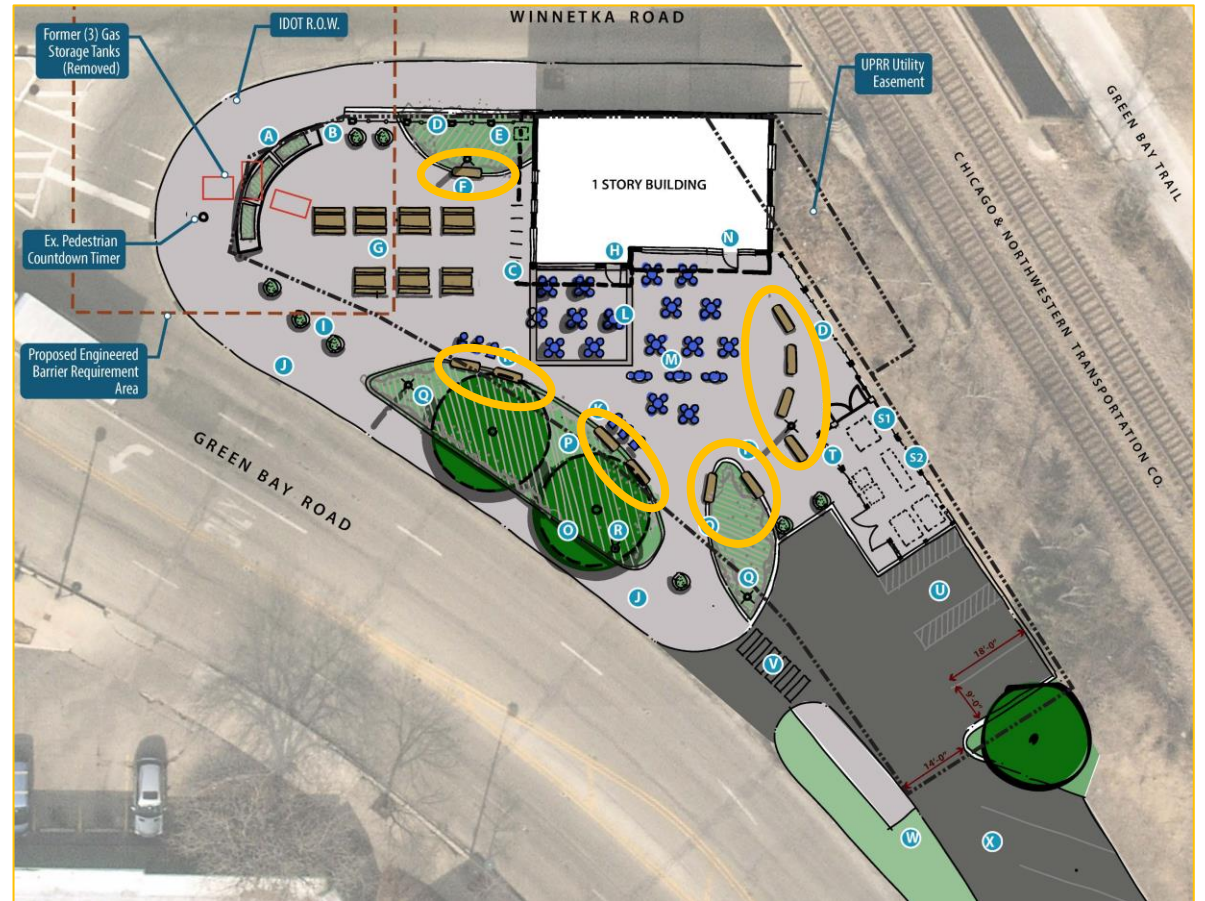


SEATING BOULDERS

Size: 6' long x 2' deep x 18" height

Color: Grey/buff

Supplier: Eden Stone, or approved equal



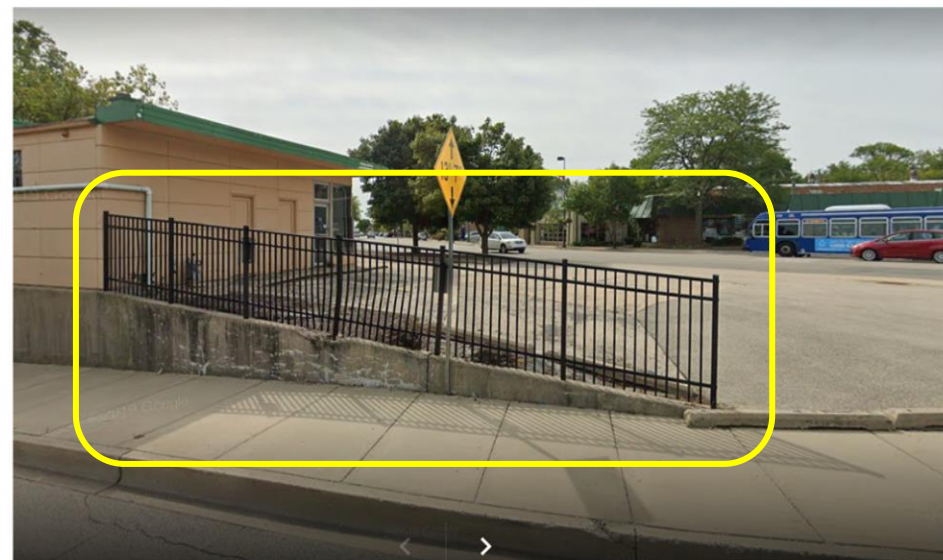
FENCE – WINNETKA AVENUE

Design: Integrate bridge rail features, metal posts with top rail & vertical pickets

Material & Color: Aluminum or steel; architectural bronze (need color details)

Dimensions: 3'-6" height

Supplier: Peerless Fence, or approved equal



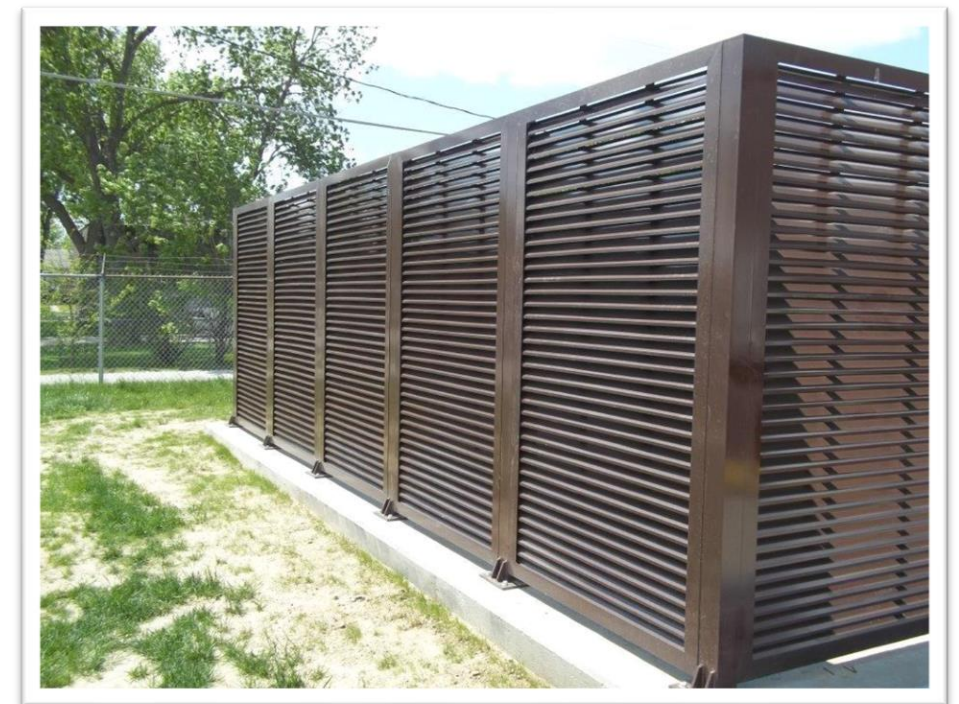
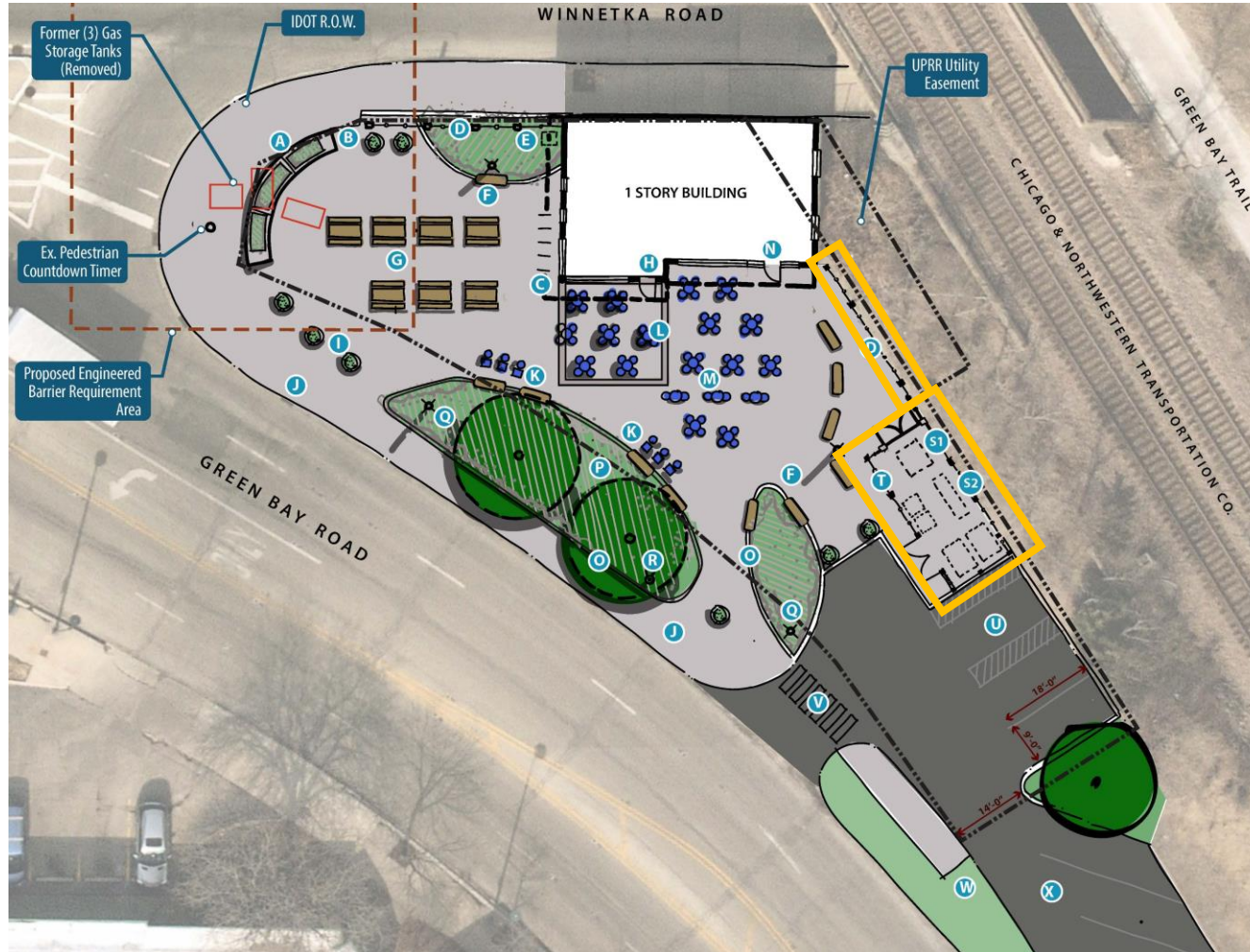
TRASH + UTILITY ENCLOSURE; EAST PROPERTY LINE SCREENING

Design: Metal posts and horizontal louvers

Dimensions: 6' H

Material & color: Steel posts with aluminum panels; architectural bronze

Supplier: Peerless Fence, or approved equal



TRASH + UTILITY ENCLOSURE; EAST PROPERTY LINE SCREENING



Approximate
Location of
Enclosure

PEDESTRIAN LIGHT FIXTURE, PLANTER POTS, & BIKE RACKS



Village Parking Lot Reconfiguration

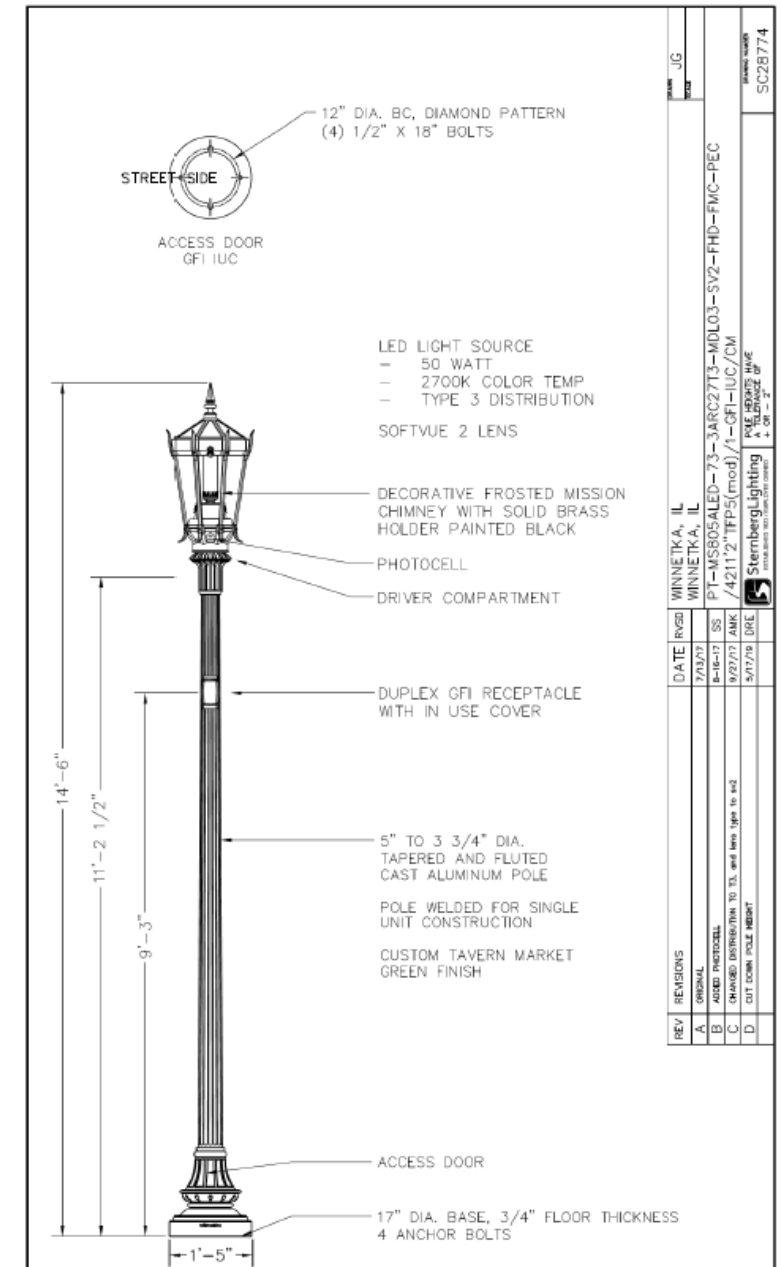
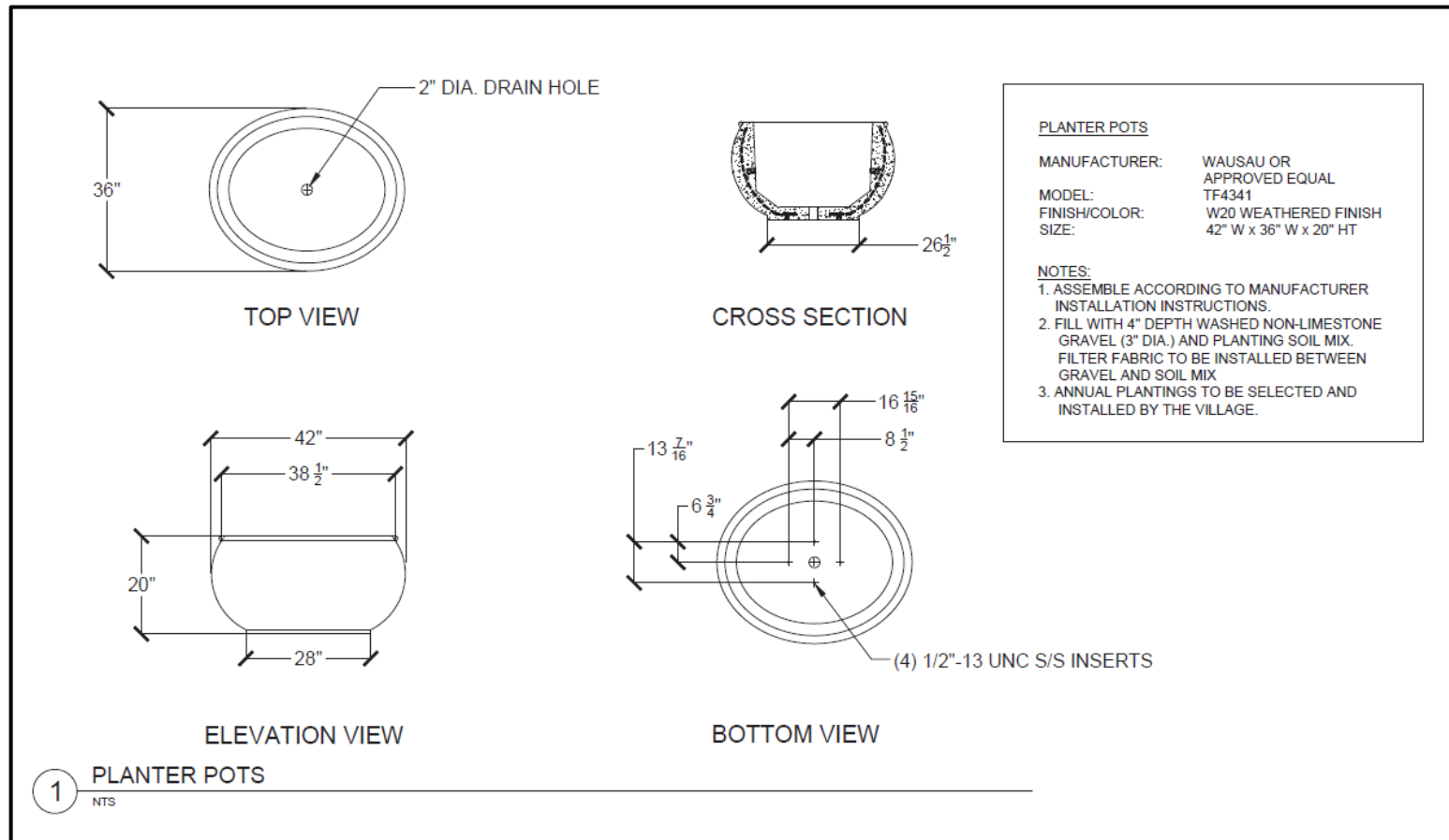


Village Hall Parking Lot Reconfiguration

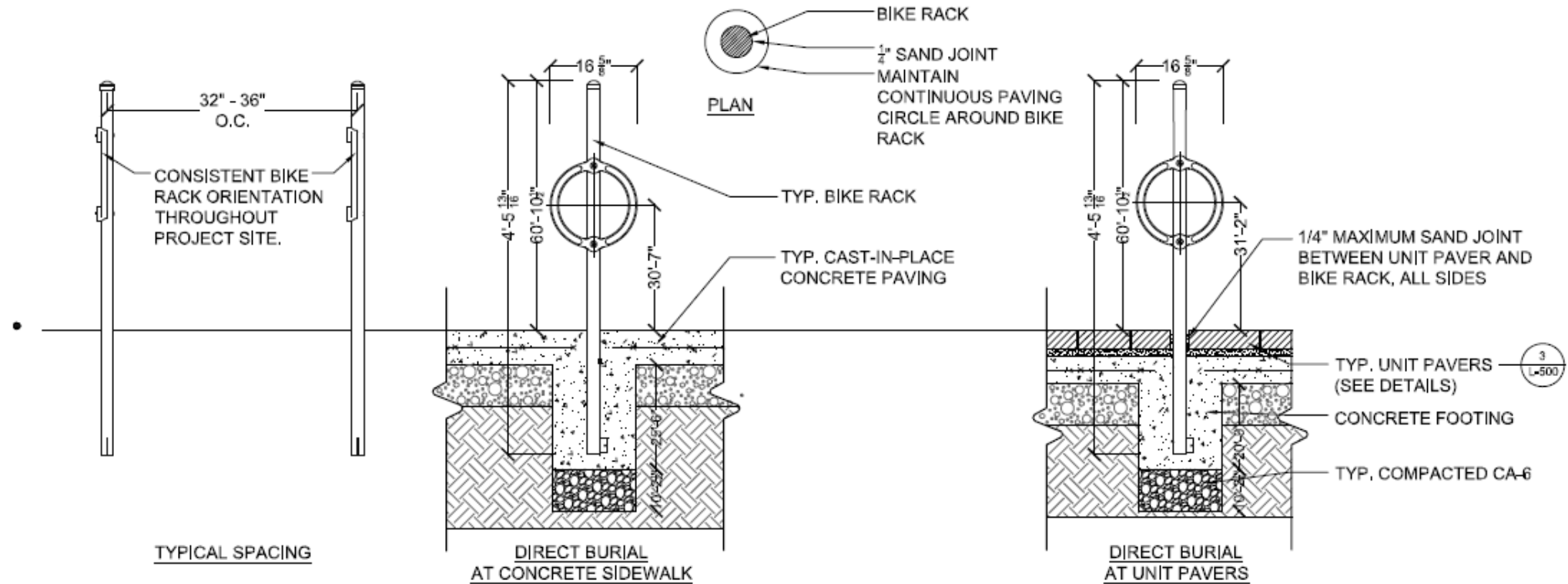


Specifications

Pedestrian Light Fixture & Planter Pot



Bike Racks



Attachment 4
Public Comments

David Schoon

From: denny cummings [REDACTED]
Sent: Sunday, September 25, 2022 8:25 PM
To: Planning
Subject: Case 22-13-DR

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We live two blocks from this location. Currently the property is an eye-sore. The addition of Tala Coffee Roasters would be quite an improvement

**Winnetka Design Review Board/Sign Board of Appeals Special Meeting Minutes
October 3, 2022**

Members Present:

Kirk Albinson, Chairman
Michael Klaskin
Paul Konstant
Maggie Meiners
Katie Moor
Heather Niehoff
Michael Ritter

Members Absent:

None

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Senior Planner

Call to Order & Roll Call:

Chairman Albinson called the meeting to order at 7:04 p.m. Ms. Klaassen took roll call of the Commission Members present.

Public Comments

No comments were made at this time.

d. Case No. 22-13-DR: 93 Green Bay Road - Tala Coffee: Certificate of Appropriateness to allow exterior alterations to the existing building and streetscape/site improvements at 93 Green Bay Road.

Mr. Schoon identified the property owned by the Village and explained the RFP process undergone by the Village. He stated Tala Coffee was selected and a lease agreement was entered into with the applicant. He stated the applicant is responsible for the building improvements and referred to site improvements which are the Village's responsibility. Mr. Schoon identified the property's location and existing site improvements noting Tala Coffee plans to retain the building's original character. He also identified the site plan and noted the Village has been working on a "No Further Remediation" letter relating to the northwest corner of the site and elaborated remediation plan to address the soil contamination condition. Mr. Schoon stated the goal of the project is to create an interior and outdoor gathering space and referred to the proposed site illustrations which would serve to provide a gathering space. He then identified proposed planters' element at the corner of Green Bay and Winnetka Avenue. Mr. Schoon also referred to the use of seat boulders in a gray or buff color and its texture and their locations in several areas on the property. He then identified the fence along the north property line which would be replaced and its detailing and dark bronze color. He also identified service elements which are to be screened with a metal material and sample which he provided to the Board for their review. Mr. Schoon described the surface materials. He noted that brick pavers were considered, which in our typical streetscape design would occur on the sidewalk at the corners. Use of such brick pavers require a concrete base with drainage elements; however, that is not possible at this corner because of the need to maintain an engineered barrier over the contaminated soils. He also mentioned that the design team considered use of clay brick pavers elsewhere on the site but did not think it was compatible with the 60s gas station structure that would remain. He asked the Board Members for their opinions regarding other ideas for surface treatment. He also identified light fixtures, planter pots, bike racks, etc. which are used in other areas in connection with the Village's streetscape program.

1
2 Mr. Schoon referred to the Village owned parking lot to the south for employee permit holders and its
3 access point. He stated they are considering adding another driveway access entry with the south 2/3 to
4 be used by employees of the district and the northern 1/3 to be used by district customers. He noted
5 there would be 20 parking spaces for customers to the north together with on street parking. Mr. Schoon
6 then asked if there were any questions. Chair Albinson stated let's hold for questions until after the Tala
7 presentation.
8

9 Joanna Tong and Ryan Hickman introduced themselves to the Board along with the rest of their team. Ms.
10 Tong stated their hope is to reuse as much of the building as possible and identified the proposed
11 rendering and building elements they planned to keep. Mr. Hickman stated the building panels are
12 aluminum which he commented are in good condition and are reusable. He stated the roof and fascia
13 would be replaced following permit approval. Mr. Hickman stated they planned to sand the material and
14 apply a white and blue color to the panels. Ms. Tong then provided color samples of the Benjamin Moore
15 paint they intend to use, In the Midnight Hour, which they refer to as "Tala" blue and White Diamond to
16 the Board for their review. Mr. Hickman stated the satin sheen semi-gloss paint would be used.
17

18 Ms. Tong then identified illustrations of the window and door openings which would be updated and
19 noted the garage doors would be non-functioning. She stated the window frames would be black
20 aluminum which she commented would pop against the white color. The applicants reiterated their plan
21 is to repurpose the building. Ms. Tong then identified the proposed canopy and its location to be added
22 on the outside with heating and a louver roof to create additional space to complement the 1,300 square
23 foot building. Mr. Hickman informed the Board the canopy would allow them to maximize the amount of
24 time customers are able to sit outside. He added it would be painted to match the structure. Mr. Tong
25 also stated they want the canopy to be functional and attractive and have a simple design to go with the
26 building.
27

28 Ms. Tong then identified the canopy's placement and span on the building as well as heater examples and
29 furniture samples. She described the canopy elements as simple but sleek. Mr. Hickman stated in response
30 to COVID, they designed the proposal in terms of how people like to congregate. The applicants stated
31 they expected their traffic volume to be similar to their Highwood location.
32

33 Mr. Ritter asked if they considered having one open garage door and Mr. Hickman responded there are
34 health code issues and would not be desirable without a screen due to the attraction of flies. They stated
35 they have functioning garage doors in Highwood and using them have created more issues with insects.
36 The Board Members commented that the proposal is appealing. In response to question Ms. Tong
37 indicated an opening date of July 2023 is more probable.
38

39 Chairman Albinson asked if they planned to come back before the Board for signage. The applicants
40 confirmed that is correct. Chairman Albinson questioned if the signs would have illumination. The
41 applicants asked for the Board's suggestion in terms of signage alternatives. They at one point thought
42 of having a roof top sign but have been discouraged from having it. Mr. Schoon stated rooftop signage
43 is not allowed and would require a variation. Some Council members have indicated they do not prefer
44 rooftop signage. Ms. Niehoff asked if the code made allowances for atypical properties such as this one.
45 A team presenter described a proposal for die-cut individual neon lit lettering which would lend itself to
46 the old gas station feel. Chairman Albinson stated a rooftop sign option would be expensive and difficult
47 to maintain. He referred to the amount of room above the garage doors for signage. Ms. Tong stated the

1 canopy would obstruct signage in that area. Chairman Albinson then referred to vinyl lettering on the
2 windows. Mr. Klaskin referred to the Highwood location signage.

3
4 Chairman Albinson then referred to the west elevation illustration and questioned the rationale for the
5 windows on that elevation since they did not match the windows on the south elevation. Ms. Tong
6 confirmed that correction would be made to the rendering to contain two windowpanes and will match
7 the south elevation. Chairman Albinson asked if the interlocking louvers would keep rain out and the
8 applicants confirmed that is correct. Chairman Albinson asked if they considered locating the canopy on
9 the west elevation where there is more room. Ms. Tong explained the reasoning that alternative was not
10 chosen including mechanical elements in that area. Mr. Hickman added they cannot use that area due to
11 the inability to use underground footings.

12
13 Chairman Albinson then referred to the bus stop location and suggested the predominate bus stop be
14 moved to the south side of Winnetka Avenue. He also commented a lot needed to be explored in terms
15 of the overall site design and referred to the amount of concrete and suggested the use of pavers in one
16 area. Chairman Albinson referred to the intersection's prominence and stated the proposal should
17 address the opportunity to dress up the site and adhere to the Village's design guidelines and more
18 greenspaces be integrated in the proposal. Mr. Hickman responded they discussed various alternatives
19 with the Village who shared the same concerns in terms of the amount of greenspace. He stated the
20 proposal would result in a cozier feel after the parking lot changes and other items are incorporated.

21
22 Mr. Schoon informed the Board they addressed these areas with the applicant and the question of how
23 they can add an element such as brick pavers on the pavement which would match the 1960's building
24 can be discussed. Ms. Niehoff asked if they considered colored concrete or scoring. Mr. Schoon then
25 identified seat boulders and seat walls along with other design elements in an illustration for the Board.
26 Chairman Albinson reiterated that the plan did not appear cohesive and encouraged more site study be
27 done in terms of the view from the human perspective in making it more intimate and personal. Mr.
28 Schoon then identified pedestrian street light locations for the Board. Mr. Klaskin suggested the use of
29 outdoor umbrellas and textured concrete. Mr. Schoon confirmed the Village gateway sign is located
30 further away from the site. Chairman Albinson questioned the bike rack location in that bicyclist will have
31 to walk through the westerly seating area. Ms. Niehoff asked to see a circulation diagram in terms of
32 pedestrian tracking due to the corner's difficulty in terms of traffic.

33
34 Chairman Albinson summarized the comments in that there is room for improvement on the site design
35 and that the building design is great. Mr. Schoon stated the Board can recommend building design
36 approval at this time. Chairman Albinson suggested the Village Council consider approval of the building
37 improvements and to continue evaluating the overall site design with the applicant to come back before
38 the Board. Ms. Niehoff commented the proposal is exciting and they want to make sure the project is the
39 best it can be. Mr. Hickman thanked the Board for their consideration and stated they would continue to
40 work with the Village. Ms. Niehoff suggested the landscaping plan incorporate elements which would not
41 die over the winter. The Board Members discussed the possibility of removing the contaminated soil as
42 opposed to placing a cap over it.

43
44 Chairman Albinson asked for a motion to recommend approval of the proposed building improvements.
45 A motion was made by Mr. Klaskin to recommend approval of the applicant's plans for the building as
46 submitted, with further study on the site improvements by the Village. Ms. Niehoff seconded the motion.
47 A vote was taken, and the motion unanimously passed, 7 to 0:
48 AYES: Albinson, Klaskin, Konstant, Meiners, Moor, Niehoff, Ritter

- 1 NAYS: None
- 2
- 3 Chairman Albinson confirmed that the Board recommended further site study be done by the Village
- 4 Council.
- 5

DRAFT



Agenda Item Executive Summary

TITLE: Resolution No. R-130-2022: Approving Change Order No. 1 to the Contract with the Progress Group, Inc. for Services Related to Repair of the Unit #4 Rotor and Generator (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: December 6, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

During a June 2022 generation dispatch, Generator #4, a 1953 Westinghouse unit, experienced an electrical failure. At the October 6, 2022, Village Council meeting, the Council adopted Resolution No. R-79-2022, approving a Contract with the Progress Group, Inc. for Services Related to the Repair of the Unit #4 Rotor and Generator.

EXECUTIVE SUMMARY:

At the October 6, 2022, Village Council meeting, staff discussed the failure of generating Unit #4 and the responses received from request for proposal #022-002; repair services for the generating unit's rotor. Although the extent of repairs was unknown, vendors were asked to provide a proposal for labor, material, equipment and the professional services required to remove, disassemble, examine, perform non-destructive examination of components, balance and re-install the rotor. Vendors were also asked to provide a cost to complete a full rewind of the rotor, if required.

After discussion of financial considerations, contract terms, and the repair plan; the Village Council adopted Resolution No. R-79-2022 which approved proceeding with repairs to the rotor at a total cost not to exceed \$528,800, under a contract with The Progress Group, Inc..

The contractor, The Progress Group, has completed removal, inspection, non-destructive testing and examination of the parts. The inspection of the disassembled rotor has confirmed staff's opinion that the rotor is the original rotor from 1953. It does not appear that the unit was previously repaired or rewound. The cause of the failure has been attributed to metal fatigue and ultimately the failure of an electrical terminal strap that connects to the first coil in the rotor. Other observations from the inspection included the following:

- The rotor windings contained a lot of contamination, some of which is a ferrous material. The windings need to be thoroughly cleaned.
- A foreign object (metal grommet on a circular 1" ring) fell out of the end windings. It did not contribute to the failure, but how it came to be located in this location is unknown.

- Existing coil insulation is brittle and loose pieces of insulation material were found in between the coils.
- Cracked insulating blocks between the coils were identified.
- Electrical testing indicates a "short" between coils. Due to the deteriorated condition of the insulation system, coil blocking, an electrical short and the contamination in the windings, a rotor rewind is required.

The contractor also identified other conditions that should be addressed for an additional cost of \$45,330. Unit #4 turbine and generator utilizes a three bearing system. Two of the bearings are associated with the turbine and the remaining bearing is solely associated with the rotor. This bearing had to be removed to access the rotor. The bearing and associated deflector shields are "oversized" due to wear, not to specification, and need to be addressed. The cost for this work is \$36,790. The contractor also identified a change in the latching mechanism that holds the retaining rings on the rotor. The cost for this work is \$8,540. The additional work identified by the contractor was not anticipated and was not included in the scope of work contained in the RFP. Staff is recommending these items be addressed while the unit is disassembled. The total anticipated cost of the rotor repair, with the additional work, is \$574,130. With approval to proceed, the contractor's estimated return to service date for Unit #4 is mid-March 2023. Until the unit is returned to service, the Village is forfeiting \$1,144/day (\$34,800/month) in capacity credits under the wholesale power contract.

The 2023 Electric Fund Budget contains \$529,000 (account #500.41.28-625) for the repair of the rotor. The additional \$45K cost for unforeseen repair work is not expected to impact capital budget adherence as staff is proposing to defer the replacement of one dump truck.

Resolution No. R-130-2022, prepared by the Village Attorney, authorizes a change order to the contract with The Progress Group.

RECOMMENDATION:

Consider adoption of Resolution No. R-130-2022, approving Change Order No. 1 to the Contract with The Progress Group, Inc. for services related to the repair of the Unit #4 rotor.

ATTACHMENTS:

1. Resolution No. R-130-2022: Approving Change Order No 1 to the Contract with the Progress Group

RESOLUTION NO. R-130-2022

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH
THE PROGRESS GROUP, INC. FOR SERVICES RELATED TO
REPAIR OF THE UNIT #4 ROTOR AND GENERATOR**

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, on June 15, 2022, Village Electrical Generator #4 experienced a failure which indicated that the generator's rotor ("**Rotor**") may require repair; and

WHEREAS, on October 6, 2022, the Village Council awarded a contract to the Progress Group, Inc. ("**Contractor**") in an amount not to exceed \$528,800.00 to assess the scope of the needed repairs to the Rotor and make the necessary repairs (collectively, "**Work**"); and

WHEREAS, upon Contractor's assessment of the Rotor, it was determined that additional repair work on the Rotor is required ("**Additional Work**"); and

WHEREAS, Contractor has offered to provide the Additional Work for an amount not to exceed \$45,330.00 pursuant to a change order ("**Change Order No. 1**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 1 with the Contractor;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 1. The Village Council approves Change Order No. 1 in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 1, after receipt by the Village Manager of two executed copies of Change Order No. 1 from Contractor; provided, however, that if the Village Manager does not receive two executed copies of Change Order No. 1 from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal Change Order No. 1 will, at the option of the Village Council, be null and void.

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

ADOPTED this 6th day of December, 2022, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village



Agenda Item Executive Summary

TITLE: Resolution No. R-127-2022: 195, 203 - 209 Sheridan Road Plat of Consolidation (Adoption)

PRESENTER: David Schoon

AGENDA DATE: December 6, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

INTRODUCTION

On December 6, 2022, the Village Council is scheduled to consider Resolution No. R-127-2022, a resolution approving a final plat of consolidation, in response to an application submitted by Peter Lee (the "Applicant"), as Trustee of the Orchard 2020 Revocable Trust, the owner of the properties located at 195, 203, 205, and 209 Sheridan Road (collectively the "Subject Property"). (**Attachment 1**) The Applicant requests approval of a Final Subdivision Plat to consolidate the four existing lots into a single lot of record.

Three of the existing lots, 195, 203, and 205 Sheridan Road, each contain an existing single-family residence; 209 Sheridan Road is a vacant lot. The Applicant intends to demolish the three existing residences and construct one new single-family residence. To date, plans for proposed improvements have not been submitted for the proposed lot.

The proposed consolidation complies with all Village subdivision and zoning regulations. Therefore, the Applicant is not requesting any zoning relief or relief from the Subdivision Code. The proposed consolidation is also consistent with the Comprehensive Plan and will not create any new nonconformities. In fact, the consolidation would eliminate two existing zoning nonconformities on the 203 and 205 Sheridan Road parcels.

ADVISORY BOARD/COMMISSION REVIEW

The Plan Commission (PC) considered the request on October 26, 2022. **Attachment 2** includes the staff report to the PC, which summarizes the request, and draft minutes of the PC meeting. PC member Liz Kunkle was not able to attend the PC meeting, however, she provided her comments on the application via email. **Attachment 3** is the email from Member Kunkle stating her support of the proposed consolidation. After hearing from the Applicant, and one member of the public in support of the request, as well as receiving one email from the public subsequent to the posting of the agenda

materials on the Village website (**Attachment 4**), also in support of the request, the PC discussed the request and noted that nonconformities would be eliminated. Ultimately, by a vote of 6-0, the PC recommended approval of the request subject to final review and approval of the plat by the Village Attorney prior to recording of the plat.

The Landmark Preservation Commission (LPC) considered the demolition applications for the residences at 203 and 205 Sheridan Road on December 7, 2020. After hearing from the Applicant's representative, and no members of the public, by a vote of 7-0, the LPC required the Applicant to submit a Historical and Architectural Impact Study (HAIS) for 203 Sheridan Road. In regard to 205 Sheridan Road, the LPC asked the Applicant to provide supplemental information in the HAIS for 203 Sheridan Road in order to verify the building appearance and materials of 205 Sheridan Road. Subsequently, on February 1, 2021, the LPC considered the HAIS submitted by the Applicant and by a vote of 6-0, the LPC found, based on the findings in the HAIS, that the property is significant. However, the Commission approved demolition of the residence without delay as it was apparent the home would be demolished after the delay period.

On November 7, 2022, the LPC considered the demolition application for the residence at 195 Sheridan Road. After hearing from the Applicant and receiving the same email provided to the PC in support of the request (**Attachment 4**), by a vote of 6-0, the LPC approved the demolition without delay.

RESOLUTION EFFECTIVE DATE

Given that the Zoning Code only permits one principal structure on a single-family residential lot, the resolution states that the effective date of the resolution as being upon "demolition of at least two of the single-family detached dwellings located on the Properties as of the date of passage of this Resolution in accordance with all applicable provisions of the Village Code". Once the resolution becomes effective, the Village will then record the plat of consolidation.

If the resolution does not take effect within 365 days after the Village Council approves the resolution, the final plat approval will automatically be of no force or effect. However, prior to this deadline, the Council may extend the deadline upon the request of the Applicant.

RECOMMENDATION:

Consider adoption of Resolution No. R-127-2022, which would approve the consolidation of 195 and 203-209 Sheridan Road.

ATTACHMENTS:

1. Resolution No. R-127-2022: Approving Final Plat of Subdivision (195 and 203-209 Sheridan Road)
2. October 21, 2022, Plan Commission Staff Report and Attachments, and Draft October 26, 2022, PC Meeting Minutes
3. Member Kunkle's Email
4. Public Correspondence

ATTACHMENT 1

RESOLUTION NO. R-127-2022

A RESOLUTION APPROVING A FINAL PLAT OF CONSOLIDATION (195 AND 203-209 SHERIDAN ROAD)

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

WHEREAS, Peter Lee, as Trustee of the Orchard 2020 Revocable Trust ("***Applicant***") is the record title owner of the parcels of real property commonly known as 195, 203, 205, and 209 Sheridan Road (collectively the "***Properties***"), which Properties are legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution; and

WHEREAS, the Properties are located within the R-2 Single-Family Residential Zoning District ("***R-2 District***"); and

WHEREAS, the Applicant has submitted an application to the Village for approval of a proposed final plat of consolidation ("***Final Plat***"), which is attached to and, by this reference, made a part of this Resolution as **Exhibit B**; and

WHEREAS, the Final Plat proposes to consolidate the Properties into one lot of record ("***Consolidated Lot***"); and

WHEREAS, on October 26, 2022, after due notice thereof, the Winnetka Plan Commission held a meeting on the proposed Final Plat and voted, by a vote of 6-0, to recommend that the Village Council approve the Final Plat; and

WHEREAS, in a format acceptable to the Village Water and Electric Department and the Village Attorney, the Applicant has provided for a public utility easement along the west property line of the Consolidated Lot; and

WHEREAS, the Final Plat, subject to and in strict accordance with the terms of this Resolution, complies with all applicable provisions of the Village subdivision and zoning regulations as set forth in the Village Code;

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Pursuant to Chapter 16.04 of the "Winnetka Village Code," as amended, and the Village's home rule authority, the Village Council hereby approves the Final Plat, prepared by Bleck Engineering Company, Inc., and consisting of two sheets, with a latest revision date of September 8, 2022, in substantially the same form attached to and, by this reference, made a part of this Resolution as Exhibit B.

{00129078.1}

December 6, 2022

1

R-127-2022

SECTION 3: EXECUTION OF FINAL PLAT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, on behalf of the Village, the Final Plat.

SECTION 4: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat as provided in Section 3 of this Resolution and upon this Resolution taking effect as provided in Section 5 of this Resolution, the Village Clerk is hereby directed to cause the Final Plat to be recorded in the office of the Cook County Clerk Recording Division.

SECTION 5: EFFECTIVE DATE. This Resolution will only be in full force and effect upon the occurrence of all of the following events: (i) passage and approval of this Resolution according to law; and (ii) the demolition of at least two of the single-family detached dwellings located on the Properties as of the date of passage of this Resolution in accordance with all applicable provisions of the Village Code. This Resolution and the approval of the Final Plat will automatically be of no force or effect if this Resolution has not taken effect pursuant to the terms of this Section 5 within 365 days immediately after the date on which this Resolution is approved by the Village Council ("***Effective Date Deadline***"); provided, however, that prior to the Effective Date Deadline the Village Council may extend the Deadline upon the request of the Applicant.

ADOPTED this 6th day of December, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

{00129078.1}

December 6, 2022

2

R-127-2022

EXHIBIT A

THE PROPERTIES

Parcel 1: LOT 9 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS' SUBDIVISION OF A PART OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21 AND PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1920 AS DOCUMENT 6786370, IN COOK COUNTY, ILLINOIS.

Commonly known as 195 Sheridan Road, Winnetka, Illinois.

PIN: 05-21-412-009-0000

Parcel 2: LOT 10 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PARTS OF LOTS 2, 3 AND 4 OF SIMONS ET AL SUBDIVISION OF A PART OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21 AND PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION PLAT OF SAID R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION RECORDED APRIL 8, 1920 AS DOCUMENT 6766370, IN COOK COUNTY, ILLINOIS.

Commonly known as 203 Sheridan Road, Winnetka, Illinois.

PIN: 05-21-412-008-0000

Parcel 3: LOT 1 AND LOT 2 IN BRITZ'S SUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS' SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST QUARTER SECTION 21, AND PART OF FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877.

Lot 1: Commonly known as 209 Sheridan Road, Winnetka, Illinois.

PIN: 05-21-412-016-0000

Lot 2: Commonly known as 205 Sheridan Road, Winnetka, Illinois.

PIN: 05-21-412-017-0000

{00129078.1}

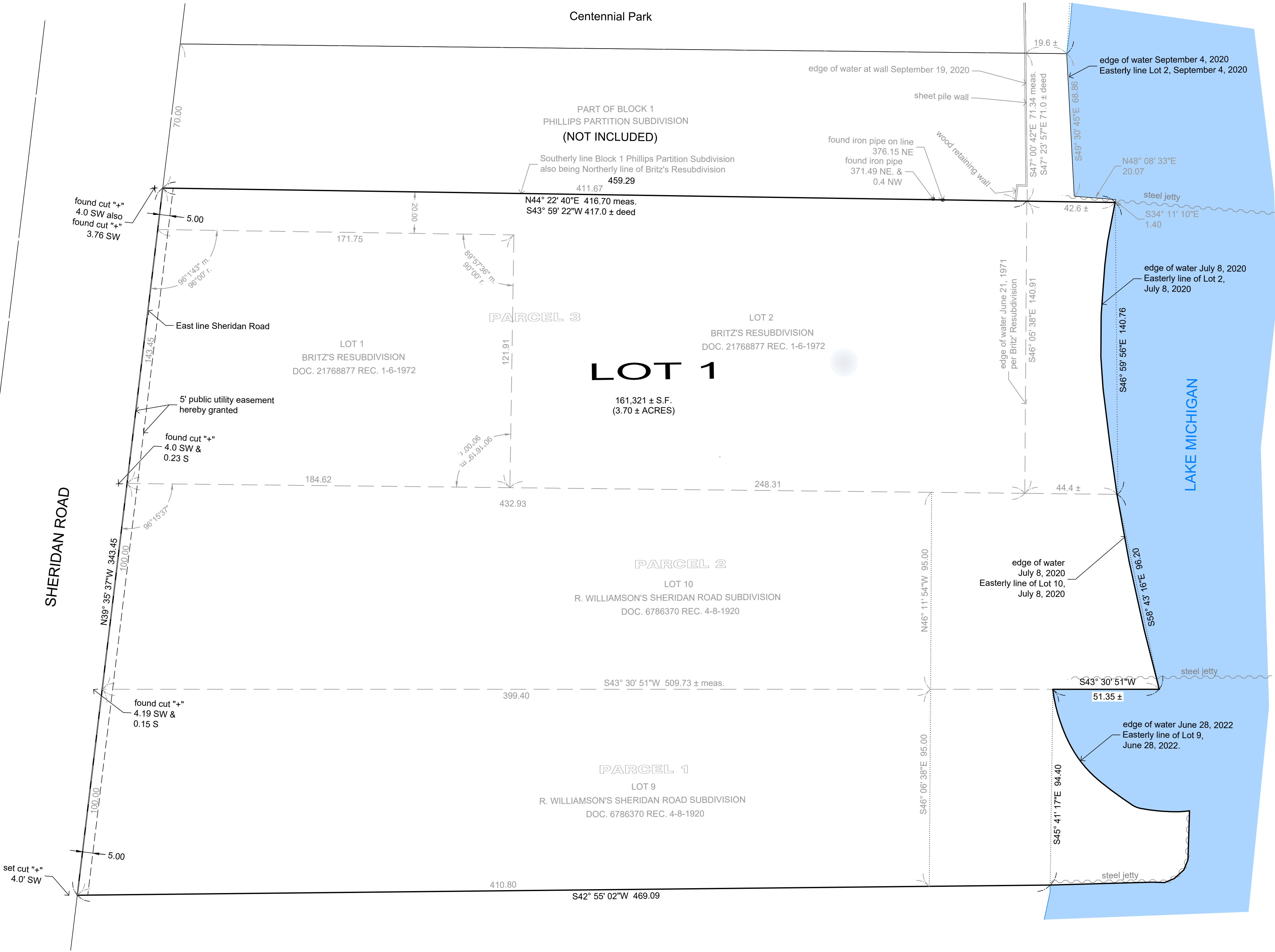
EXHIBIT B

FINAL PLAT

(SEE ATTACHED EXHIBIT B)

PLAT OF CONSOLIDATION
205 SHERIDAN SUBDIVISION

BEING A SUBDIVISION OF PART THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 21, AND PART OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

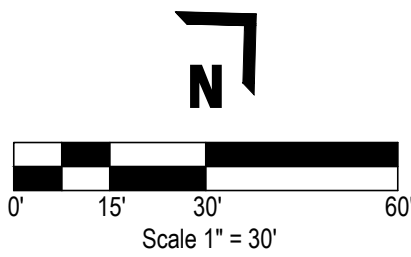


Revised September 8, 2022 per first review letter
Revised August 2, 2022
July 6, 2022
Project # 260-020

ABBREVIATIONS:
m. or meas. = measured
r. or rec. = record
R = radius
CB = chord bearing
CH = chord length
L = arc length
N = North
S = South
E = East
W = West
S.F. = square feet

BLECK
engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 F 847.295.7081
www.bleckeng.com



PLAT OF CONSOLIDATION
205 SHERIDAN SUBDIVISION

BEING A SUBDIVISION OF PART THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 21, AND PART OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

OWNER CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF)

THIS IS TO CERTIFY THAT ORCHARD 2020 REVOCABLE TRUST, IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND NOT INDIVIDUALLY BUT AS SUCH TRUSTEE, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND THE SAID CORPORATION, NOT INDIVIDUALLY BUT AS TRUSTEE, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

THIS IS ALSO TO CERTIFY THAT, AS OWNER OF THE PROPERTY DESCRIBED AS "205 SHERIDAN SUBDIVISION" AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH THE FOLLOWING LOTS LIE.
LOT NUMBER 1.

SCHOOL DISTRICTS

ELEMENTARY SCHOOL DISTRICT 36 NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, A.D., 20 ____.
CITY DATE MONTH

ORCHARD 2020 REVOCABLE TRUST

BY: _____ ATTEST: _____
SIGNATURE: PETER LEE, TRUSTEE SIGNATURE

BY: _____ TITLE: _____
PRINT TITLE PRINT TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____ IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE ADJACENT CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND INDIVIDUALLY ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THE OWNERSHIP CERTIFICATE AS HIS FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT FOR THE PURPOSE AND USE THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20 ____.

NOTARY PUBLIC

MY NOTARIAL COMMISSION EXPIRES ON _____, 20 ____.

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 "PUBLIC UTILITY EASEMENT," TO INSTALL, CONSTRUCT, LAY, MAINTAIN, OPERATE, RELOCATE, MAINTAIN, OPERATE, RELOCATE, RENEW, ABANDON IN PLACE, AND REMOVE NECESSARY EQUIPMENT FOR PUBLIC UTILITY PURPOSES, TOGETHER WITH THE RIGHTS OF INGRESS TO AND EGRESS FROM THE EASEMENT. THE EASEMENT MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, WOODEN FENCES, DRIVEWAYS, AND SIDEWALK SURFACES AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF THE EASEMENT, PROVIDED THAT NO PERMANENT BUILDINGS, STRUCTURES, OR IMPROVEMENTS BE PLACED ON THE EASEMENT WITHOUT THE VILLAGE'S PRIOR WRITTEN PERMISSION OTHER THAN DRIVEWAYS AND SIDEWALK SURFACES. THE RIGHTS GRANTED HEREIN ALSO INCLUDE THE RIGHT FOR THE VILLAGE TO TRIM, TEMPORARILY RELOCATE, AND REMOVE SUCH TREES, BUSHES, SHRUBS, LANDSCAPING, GARDENS, WOODEN FENCES, DRIVEWAYS, AND SIDEWALK SURFACES AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE INSTALLATION, CONSTRUCTION, LAYING, MAINTENANCE, OPERATION, RELOCATION, RENEWAL, AND REMOVAL OF UTILITY FACILITIES.

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____, 20 ____.

VILLAGE ENGINEER

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

I, _____, COLLECTOR OF THE VILLAGE OF WINNETKA, COOK COUNTY, 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 ANY OF THE REAL ESTATE INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT VILLAGE OF WINNETKA, COOK COUNTY ILLINOIS THIS _____ DAY OF _____, A.D. 20 ____.

VILLAGE COLLECTOR, WINNETKA, IL.

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE DIRECTOR OF WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____, DAY OF _____, A.D. 20 ____.

BY: _____
WATER AND ELECTRIC DIRECTOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, 20 ____.

BY: _____
PLAN COMMISSION CHAIRMAN

ATTEST: _____
CLERK

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, 20 ____.

BY: _____
VILLAGE PRESIDENT, WINNETKA, ILLINOIS

ATTEST: _____
CLERK

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

"THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO ARTICLE 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED, A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

JOSE RIOS, P.E.
REGION ONE ENGINEER

DEPARTMENT OF NATURAL RESOURCES CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF SANGAMON)

APPROVED BY THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF ILLINOIS INsofar AS THIS SUBDIVISION PLAT, SHOWING LANDS BORDERING UPON OR INCLUDING PUBLIC WATERS OF THE STATE OF ILLINOIS, RELATES TO THE PROVISIONS OF 615 ICLCS 5/7, "AN ACT IN RELATION TO THE REGULATION OF RIVERS, LAKES AND STREAMS OF THE STATE OF ILLINOIS" APPROVED JUNE 10, 1911, AS AMENDED, REQUIRING REVIEW AND APPROVAL BY SAID DEPARTMENT AS TO THE BOUNDARY LINE BETWEEN PRIVATE INTERESTS AND PUBLIC INTERESTS.

DATED AT SPRINGFIELD, ILLINOIS, THIS _____ DAY OF _____, A.D. 20 ____.

BY: _____ (DIRECTOR)

NAME: _____

PERMISSION TO RECORD CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

I, JACK R. BLECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3591, DO HEREBY GRANT PERMISSION TO THE VILLAGE OF WINNETKA AND/OR ITS DESIGNATED AGENTS TO RECORD THIS PLAT WITH THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

DATED THIS _____ DAY OF _____, A.D. 20 ____.

ILLINOIS PROFESSIONAL LAND SURVEYOR

PLAT SUBMITTAL AND RETURN TO ADDRESS:

THIS PLAT SUBMITTED FOR RECORDING BY, AND RETURN TO:
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT
510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093

Revised September 8, 2022 per first review letter
Revised August 2, 2022
July 6, 2022
Project # 260-020

BLECK
engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045

T 847.295.5200 F 847.295.7081
www.bleckeng.com

SURVEYORS NOTES:

1. BASIS OF BEARINGS: ILLINOIS STATE PLANE - EAST ZONE.
2. EXISTING IMPROVEMENTS ARE NOT SHOWN.
3. THE EASTERLY PROPERTY LINE IS THE WATER'S EDGE

SEND SUBSEQUENT TAX BILLS TO:

ORCHARD 2020 REVOCABLE TRUST
C/O PETER LEE, TRUSTEE
353 N. CLARK STREET, 27TH FLOOR
CHICAGO, ILLINOIS, 60654

ABBREVIATIONS:
m. or meas. = measured
r. or rec. = record
R = radius
CB = chord bearing
CH = chord length
L = arc length
N = North
S = South
E = East
W = West
S.F. = square feet

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

I, JACK R. BLECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1: LOT 9 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PARTS OF LOTS 2, 3 AND 4 OF SIMON'S AND OTHERS SUBDIVISION OF A PART OF THE FRACTIONAL SOUTHEAST ONE QUARTER OF SECTION 21 AND PART OF THE FRACTIONAL SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION PLAT OF SAID R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION RECORDED APRIL 8, 1920 AS DOCUMENT 6786370, ALL IN COOK COUNTY, ILLINOIS

P.I.N. 05-21-412-009-0000
195 SHERIDAN ROAD
AREA = 48,000 ± S.F., = 1.10 ± ACRES

PARCEL 2: LOT 10 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PARTS OF LOTS 2, 3 AND 4 OF SIMON'S AND OTHERS SUBDIVISION OF A PART OF THE FRACTIONAL SOUTHEAST ONE QUARTER OF SECTION 21 AND PART OF THE FRACTIONAL SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION PLAT OF SAID R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION RECORDED APRIL 8, 1920 AS DOCUMENT 6786370, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 05-21-412-008-0000
203 SHERIDAN ROAD
AREA = 47,617 ± S.F., = 1.09 ± ACRES

PARCEL 3: LOT 1 AND LOT 2 IN BRITZ'S RESUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMON'S AND OTHERS SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST ONE QUARTER SECTION 21, AND PART OF FRACTIONAL SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877.

P.I.N. 05-21-412-016-0000 = LOT 1
AREA = 21,787 S.F.
P.I.N. 05-21-412-017-0000 = LOT 2
205 SHERIDAN ROAD
AREA = 43,913 ± S.F.
TOTAL AREA LOTS 1 & 2 = 1.51 ± ACRES

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

PER FLOOD INSURANCE RATE MAP, PANEL NUMBER 17031C0255J EFFECTIVE DATE AUGUST 19, 2008, A PORTION OF THE ABOVE-MENTIONED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA (ZONE AE) LOCATED ALONG THE SHORES OF LAKE MICHIGAN.

I FURTHER CERTIFY THAT THIS SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WINNETKA, ILLINOIS, WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A "BOUNDARY SURVEY."

DATED THIS _____ DAY OF _____, A.D. 20 ____.

I.P.L.S. # 3591
LICENSE EXPIRATION DATE 11/30/2022



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: OCTOBER 21, 2022
**SUBJECT: 195-209 SHERIDAN ROAD - FINAL PLAT APPROVAL - 205 SHERIDAN
SUBDIVISION (CASE NO. 22-23-SD)**

INTRODUCTION

On October 26, 2022, the Plan Commission is scheduled to hold a public hearing on an application submitted by Peter Lee (the "Applicant"), as Trustee of the Orchard 2020 Revocable Trust, the owner of the properties located at 195 Sheridan Road, 203 Sheridan Road, 205 Sheridan Road, and 209 Sheridan Road (a vacant lot) (collectively the "Subject Property"). The Applicant has filed an application seeking Final Subdivision Plat approval to consolidate the four existing lots into a single lot of record.

The Plan Commission is charged with making a recommendation to the Village Council regarding the consolidation. The Applicant has also submitted demolition applications for the existing residences at 195 Sheridan Road, 203 Sheridan Road, and 205 Sheridan Road. The Landmark Preservation Commission (LPC) is scheduled to consider the demolition application for 195 Sheridan Road on November 7, 2022. The LPC considered the demolition applications for 203 Sheridan Road and 205 Sheridan Road on September 21, 2020. More details regarding the LPC's review is discussed later in this report.

A mailed notice has been sent to property owners within 250 feet in compliance with the Subdivision Code. As of the date of this memo, staff has not received any written comments from the public regarding this application.

On December 16, 2020, the Plan Commission (PC), by a vote of 7-0, recommended approval of a Final Subdivision Plat to resubdivide 203-09 Sheridan Road and Centennial Park (225 Sheridan Road) into two lots of record. The Applicant had entered into an exchange agreement with the Winnetka Park District to acquire approximately the south 70 feet of Centennial Park in exchange for 261 Sheridan Road, which is approximately 70 feet in width. The owner of the residential lots had intended to demolish the residences at 203 Sheridan Road and 205 Sheridan Road and construct one new single-family residence. Prior to consideration by the Village Council, the subdivision application was withdrawn. The Applicant has since acquired 195 Sheridan Road and has submitted the proposed subdivision that is currently before the Commission. It is important to note that the request before the Commission does not include any portion of Centennial Park.

PROPERTY DESCRIPTION

The Subject Property is located at the east side of Sheridan Road, between Winnetka Avenue and Fuller Lane, is zoned R-2 Single Family Residential and currently consists of four buildable lots. The area of each existing lot is as follows:

1. 195 Sheridan Road: 48,000 square feet (1.1 acres)
2. 203 Sheridan Road: 47,617 square feet (1.09 acres)
3. 205 Sheridan Road: 43,913 square feet (1.01 acres)
4. 209 Sheridan Road: 21,787 square feet (0.5 acres)

Three of the existing lots, 195 Sheridan Road, 203 Sheridan Road, and 205 Sheridan Road, each contain an existing single-family residence, 209 Sheridan Road is a vacant lot. The existing parcels and improvements are depicted below in Figure 1.

The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The current R-2 zoning is consistent with the Comprehensive Plan.



Figure 1 – Existing four lots

GENERAL DESCRIPTION OF PROPOSED PLAT OF CONSOLIDATION / RESUBDIVISION

The Applicant desires to consolidate its four existing lots into one lot of record that would measure 161,321 square feet (3.7 acres). To date, plans for proposed improvements have not been submitted for the proposed lot. However, as described in the attached written explanation, the Applicant intends to demolish the three existing residences at 195 Sheridan Road, 203 Sheridan Road, and 205 Sheridan Road and construct one new single-family residence.

The proposed subdivision is represented in Figure 2 on the following page. An excerpt of the proposed *205 Sheridan Subdivision* plat is provided in Figure 3, which is also on the following page.



Figure 2 – Proposed subdivision (neighborhood map view)

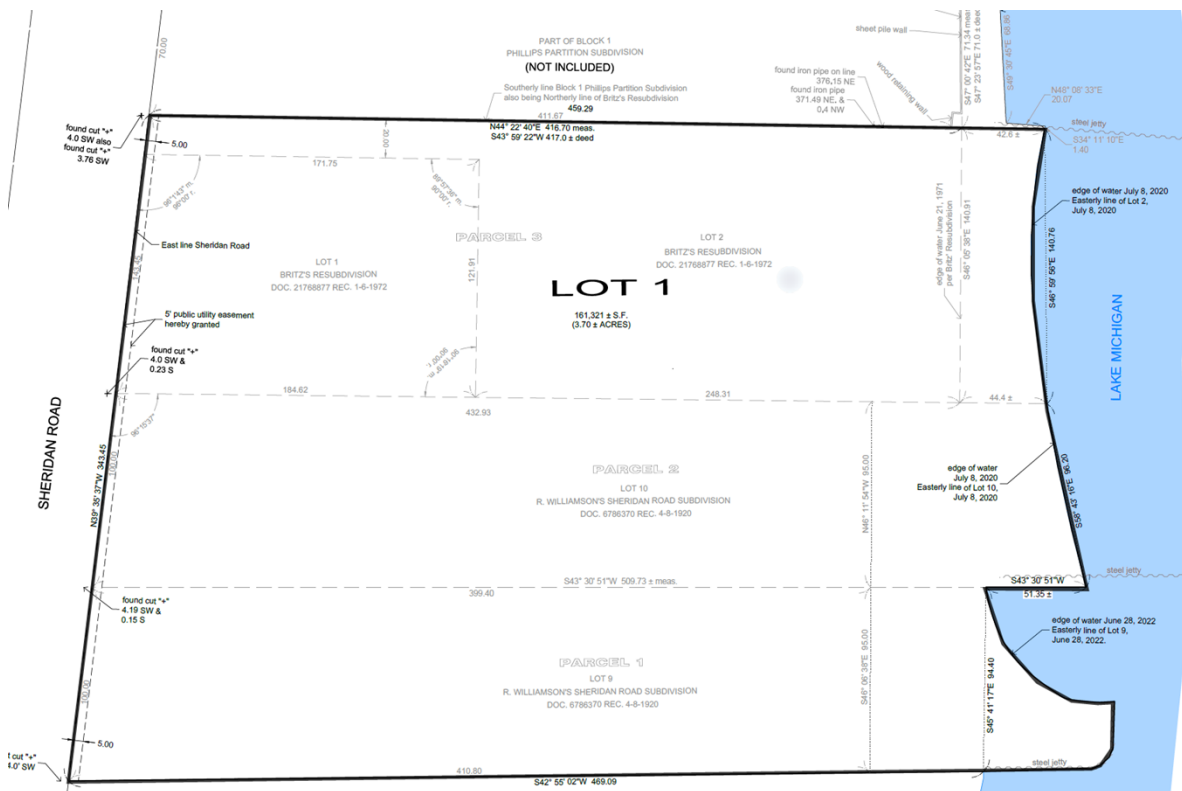


Figure 3 – Excerpt of Proposed 205 Sheridan Subdivision Plat

DESCRIPTION OF ZONING STANDARDS

The Subject Property is located in the R-2 Single Family Residential zoning district, which is one of five different single family residential zoning classifications in the Village. The R-2 zoning district provides for larger lots compared to most other residential zoning districts, with the R-2 zoning district's purpose statement describing the district as demonstrating a "small estate" character.

Residential Zoning Hierarchy

A comparison of the Village's five different residential zoning classifications (Table 1 below) shows the hierarchy of zoning standards throughout the Village's residential neighborhoods, ranging from larger "estate" character lots in portions of the Village, to smaller, more intensive developed areas.

Surrounding Zoning

Neighboring lots on the east side of Sheridan Road are similarly zoned for larger lot sizes called for in the R-2 zoning district (minimum lot area of 24,000 square feet). The R-2 zoning designation extends along the lakefront on the east side of Sheridan Road from the Village's southern corporate limits to its northern corporate limits. Lots on the west side of Sheridan Road have been laid out at a smaller size and are zoned R-4 Single Family Residential allowing for smaller lot sizes (minimum lot area of 12,600 square feet), as depicted in Figure 4 below.

Table 1 Residential Zoning Hierarchy	R-1 ("estate" character)	R-2 ("small estate" character)	R-3 ("moderately intense" suburban character)	R-4 ("relatively intense" suburban character)	R-5 ("relatively intense" suburban character)
Minimum Lot Area	48,000 s.f.	24,000 s.f.	16,000 s.f.	12,600 s.f.	8,400 s.f.
Minimum Lot Width	150 ft.	100 ft.	75 ft.	60 ft.	60 ft.
Minimum Front Setback	50 ft.	50 ft.	40 ft.	30 ft.	30 ft.
Minimum Rear Setback	50 ft.	25 ft.	25 ft.	25 ft.	25 ft.

Table 1 – Residential Zoning Hierarchy



Figure 4 – Area Zoning Map

COMPLIANCE WITH ZONING STANDARDS – LOT SIZE AND DIMENSIONS

All subdivisions are evaluated by staff at the time of application to assure compliance with basic minimum quantitative measures including, but not limited to (a) minimum lot area, (b) minimum lot width, and (c) minimum lot depth.

The proposed *205 Sheridan Subdivision* **fully complies** with minimum lot area, lot width and lot depth requirements as summarized in Table 2 below. It should be noted that the existing 209 Sheridan Road parcel (the vacant lot) is nonconforming in two respects (1) minimum required lot area, with an existing lot area of 21,787 square feet; and (2) minimum required lot depth, with an existing lot depth of 184 feet. Additionally, the existing 195 Sheridan Road and 203 Sheridan Road parcels are nonconforming with respect to the minimum required lot width of 100 feet, with an existing lot width of 91 feet and 94 feet, respectively. **The proposed subdivision would eliminate three nonconforming lots and create one conforming lot.**

<i>Table 2</i> <i>R-2 Zoning Standards</i>		<i>Proposed Lot 1</i>
Minimum Lot Area (Interior lot)	24,000 square feet	161,321 sq. ft. COMPLIES
Minimum Lot Width (average)	100 feet	306.11 feet COMPLIES
Minimum Lot Width (at front street line)	20 feet	343.45 feet COMPLIES
Minimum Lot Depth	200 ft.	435 feet COMPLIES
Minimum Rectangular Area within Lot Boundaries	60' x 181.5'	COMPLIES

Table 2 – R-2 Zoning Standards

COMPLIANCE WITH ZONING STANDARDS – REQUIRED SETBACKS AND BUILDING SIZE

The allowable size of buildings on a residential lot and the required amount of open space around the buildings is dictated by the Village Zoning Ordinance. As a general rule, the allowable size of buildings and the setback requirements for those buildings change with any modifications to lot dimensions. As a result, staff conducts analyses of proposed lots and the improvements on those lots to determine (a) whether any new zoning nonconformities would be created by the resubdivision and (b) whether there are any existing zoning nonconformities which will remain. In the event of a zoning nonconformity arising out of a proposed subdivision, relief must be granted by both the Plan Commission and Zoning Board of Appeals.

Staff evaluation of the proposed *205 Sheridan Subdivision* is summarized in Tables 3 and 4 on the following pages, indicating the extent to which the proposed consolidated lot complies with zoning standards. Table 3 is intended to clarify that **no zoning nonconformities are created with respect to required setbacks or allowable building size. The proposed subdivision does not require any zoning relief.** Additionally, Table 3 highlights (green) two existing zoning nonconformities **that would be eliminated** with the proposed

subdivision. The existing residence at 203 Sheridan Road currently provides a north side yard setback of 5.95 feet. Also, the existing residence at 205 Sheridan Road provides a total side yard setback of 33.67 feet. **The proposed 205 Sheridan Subdivision would eliminate both of these existing nonconformities.**

Table 3 – Zoning Setback Requirements		<i>Proposed Consolidated Lot</i>	<i>Existing Lot 195 Sheridan</i>	<i>Existing Lot 203 Sheridan</i>	<i>Existing Lot 205 Sheridan</i>	<i>Existing Vacant Lot</i>
SETBACK REQUIREMENTS	Minimum Required Front Yard Setback (Sheridan Rd.)	50 feet	50 feet	50 feet	50 feet	50 feet
	Front yard provided by existing structures	N/A	165.85 feet	250.97 feet	51 feet	N/A
	Minimum Required Side Yard	12 feet	9.11 feet	9.43 feet	12 feet	12 feet
	Minimum side yard provided by existing structures	N/A	9.98 feet	5.95 feet EXISTING NONCONFORMITY	16.34 feet	N/A
	Minimum Total Required Side Yards	91.83 feet	22.77 feet	23.57 feet	41.4 feet	35.4 feet
	Total side yards provided by existing structures	N/A	26.01 feet	27.66 feet	33.67 feet EXISTING NONCONFORMING	N/A
	Minimum Required Front Yard (Lake)	50 feet	50 feet	50 feet	50 feet	50 feet
	Front yard provided by existing structures	N/A	+190 feet	+140 feet	+135 feet	N/A

Table 3 – Zoning Setback Requirements

Table 4 – Zoning Building Size Requirements		Proposed Consolidated Lot	<i>Existing Lot 195 Sheridan</i>	<i>Existing Lot 203 Sheridan</i>	<i>Existing Lot 205 Sheridan</i>	<i>Existing Vacant Lot</i>
ALLOWABLE BUILDING SIZE	Maximum Allowed Gross Floor Area (GFA)	38,918.8 sq. ft.	12,855 sq. ft.	12,766.91 sq. ft.	11,128 sq. ft.	6,802.81 sq. ft.
	GFA provided by existing structures	N/A	12,085 sq. ft.	+/-6,933 sq. ft.	+/-4,936 sq. ft.	N/A
	Maximum Allowed Roofed Lot Coverage (RLC) (25% of lot area)	40,330 sq. ft.	12,000 sq. ft.	11,904.25 sq. ft.	10,123.25 sq. ft.	5,446.75 sq. ft.
	RLC provided by existing structures	N/A	5,645.5 sq. ft.	3,466 sq. ft.	5,264 sq. ft.	N/A
	Maximum Allowed Impermeable Lot Coverage (ILC) (50% of lot area)	80,660.5 sq. ft.	24,000 sq. ft.	23,808.5 sq. ft.	20,246.5 sq. ft.	10,893.5 sq. ft.
	ILC provided by existing structures	N/A	17,614 sq. ft.	8,959.23 sq. ft.	12,404 sq. ft.	N/A

Table 4 – Zoning Building Size Requirements

COMPLIANCE WITH SUBDIVISION CODE STANDARDS

All changes to the configuration of parcels of land are classified as Land Subdivisions under the Village Code and are subject to review and approval by the Plan Commission and Village Council. As part of that review process, resubdivisions are subject to review for compliance with both the Village Subdivision Code as well as the Zoning Ordinance.

According to Section 16.12.010 Minimum land subdivision standards of the Subdivision Code, subdivisions shall conform with the Comprehensive Plan and with the minimum standards outlined in Section 16.12.010, such as the street system, street and alley widths, lot size, etc. The proposed subdivision complies with all requirements of Section 16.12.010. Additionally, the proposed subdivision conforms with the Comprehensive Plan as the Land Use Map designates the Subject Property as appropriate for single family residential development, which is the proposed use of the newly created lot of record.

STORMWATER

The proposed subdivision consists of consolidating four lots into a single larger lot. As previously mentioned, the Applicant intends to demolish the existing residences at 195 Sheridan Road, 203 Sheridan Road, and 205 Sheridan Road and construct one new single-family residence. This future improvement, along with any other impermeable lot coverage, will be evaluated by Village Engineering staff for compliance with the Village stormwater regulations upon submittal of the permits necessary for such improvements.

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

The Landmark Preservation Commission (LPC) considered the demolition applications for the residence at 203 Sheridan Road and 205 Sheridan Road on December 7, 2020. After hearing from the Applicant's representative, and no members of the public, by a vote of 7-0, the LPC required the Applicant to submit a Historical Architectural Impact Study (HAIS) for 203 Sheridan Road. The LPC found based on the fact the French Revival home, built in 1925, was designed by Ralph D. Huszagh, a prominent local architect and resident of Winnetka best known as one of the architects of the Aragon Ballroom in Chicago, that the home has sufficient architectural merit to warrant an HAIS prior to issuance of the demolition permit. In regard to 205 Sheridan Road, the LPC asked the applicant to provide supplemental information in the HAIS for 203 Sheridan Road in order to verify the building appearance and materials of 205 Sheridan Road. Subsequently, on February 1, 2021, the LPC considered the HAIS submitted by the Applicant. After hearing from the Applicant's representative, and no members of the public, by a vote of 6-0, the LPC found, based on the findings in the HAIS, that the property is significant, however, the Commission approved demolition of the building without delay as it was apparent the home would be demolished after the delay period.

As noted earlier in this report, the LPC is scheduled to consider the demolition application for the residence at 195 Sheridan Road on November 7, 2022. The residence was constructed in 2013 and designed by SGE & Associates in Hinsdale.

CURRENT CONSIDERATION BY PLAN COMMISSION

The Village Code does not require an applicant to obtain preliminary plat approval as a precondition of final plat approval. In this case, the Applicant has chosen to directly proceed with the final plat review.

In addition to evaluating prescriptive standards of the zoning and subdivision code, consideration of Final Subdivision Plat approval also needs to consider the details of the final plat such as utility easements, final plat formatting and related matters. A 5-foot utility easement is provided along the entire west property line along Sheridan Road, as required by the Village Water and Electric Department. No additional easements are required.

The Village Engineering Department has also reviewed the proposed consolidation and does not have any comments on the subdivision itself but noted that work within the Sheridan Road right-of-way will require a permit from the Illinois Department of Transportation (IDOT).

The Village Forester has reviewed the proposed consolidation and has noted there are several mature trees in good condition throughout the property, as such any plans for the property should strive to preserve as many of those trees as possible.

PLAT FORMATTING – SIGNATURE BLOCKS

All the necessary signature blocks are provided on the plat of subdivision.

RECOMMENDATION

Following conclusion of public comment and Commission discussion, the Commission may choose to consider the following motion:

The Plan Commission **finds [does not find]**

1. That the proposed 205 Sheridan Subdivision Final Plat consolidating the four existing lots commonly known as 195 Sheridan Road, 203 Sheridan Road, 205 Sheridan Road, and 209 Sheridan Road into a single Lot of Record **meets [does not meet]** the Subdivision Code standards for approving such final plat; and
2. The proposed subdivision **is [is not]** consistent with the Comprehensive Plan's Land Use Map designation of the Subject Property as appropriate for "single family residential" development.

Based upon these findings, the Plan Commission **recommends [does not recommend]** that the proposed 205 Sheridan Subdivision be approved subject to final review and approval of the plat by the Village Attorney prior to recordation of the plat.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Proposed Plat of Subdivision (205 Sheridan Subdivision)

ATTACHMENT A

Village of Winnetka
SUBDIVISION/CONSOLIDATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION/CONSOLIDATION APPLICATION

Case No. 22-23-SD

Property Information

Site Address: 195, 203-209 Sheridan Road

Parcel Identification Number(s) (PIN): See attached

Property Owner Information

Name: See Attached

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Date owner acquired property: _____

Architect Information

Name: Ferguson, Shamamian Architects, LLP

Primary Contact: Luis Almeida

Address: 270 LaFayette Street

City, State, ZIP: New York, NY 10012

Phone No. (212) 947-8088

Email: LAlmedia@fergusonshamamianarchitect.com

Surveyor Information

Company Name: Bleck Engineering Company, Inc.

Primary Contact: Michael G. Bleck

Address: 1375 N. Western

City, State, Zip: Lake Forest, IL 60045

Phone No. (847) 295-5200

Email: mbleck@bleckeng.com

Attorney Information

Name: Samuels & Bernstein

Primary Contact: Calvin Bernstein

Address: 484 Central Avenue, Suite 202

City, State, Zip: Highland Park, Illinois 60035

Phone No. (847) 433-1980

Email: cbernstein@sambernlaw.com

Property Owner Signature: X 

Date: 7/13/22



Amended Property Owners

Lot 1

203 Sheridan Road

PIN: 05-21-412-008-0000

Orchard 2020 Revocable Trust
Peter Lee, Trustee
353 N. Clark Street, 27th Floor
Chicago, Illinois 60654
(312) 660 1260
Peter.lee@summittrail.com

Date Acquired: October 12, 2020

205-209 Sheridan Road

PIN: 05-21-412-016-0000
05-21-412-017-0000

Orchard 2020 Revocable Trust
Peter Lee, Trustee
353 N. Clark Street, 27th Floor
Chicago, Illinois 60654
(312) 660 1260
Peter.lee@summittrail.com

Date Acquired: July 17, 2020

195 Sheridan Road

PIN: 05-21-412-009-0000

Orchard 2020 Revocable Trust
Peter Lee, Trustee
353 N. Clark Street, 27th Floor
Chicago, Illinois 60654
(312) 660 1260
Peter.lee@summittrail.com

Date Acquired: July 8, 2022

VILLAGE OF WINNETKA
Subdivision/Consolidation Application
Letter of Situation
September 30, 2022

RE: 195, 203-209 Sheridan Road

TO: President and Village Council Members of the Winnetka's Village Council
Members of the Plan Commission

The owner of 195-209 Sheridan Road (the "Owner") desires to consolidate their properties into one lot. The proposed consolidated lot, 195 and 203-209 Sheridan Road (the "Lot"), conforms with the Minimum land subdivision standards set forth in Section 16.12.010 of the Village of Winnetka Code and with the Comprehensive Master Plan. The Lot will also comply with the standards in the Village of Winnetka Zoning Ordinance. All of the side lines will be approximately perpendicular to street lines along Sheridan Road and the Lot will comply with the lot area and width requirement set forth in the Zoning Ordinance. It is the Owner's intent to demolish the existing homes on the newly consolidated Lot and construct one (1) new single-family home. In sum, there are many large lots in this neighborhood, and the Lot's orientation and lot size will be consistent with other lots in the neighborhood. As such, the Lot will comport well with the neighborhood and the consolidation will not alter the essential character of Sheridan Road or the neighborhood.

Thank you for considering this application and request.

PLAT OF SURVEY

PARCEL 1: LOT 9 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS' SUBDIVISION OF A PART OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21 AND PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1920 AS DOCUMENT 6786370, IN COOK COUNTY, ILLINOIS.

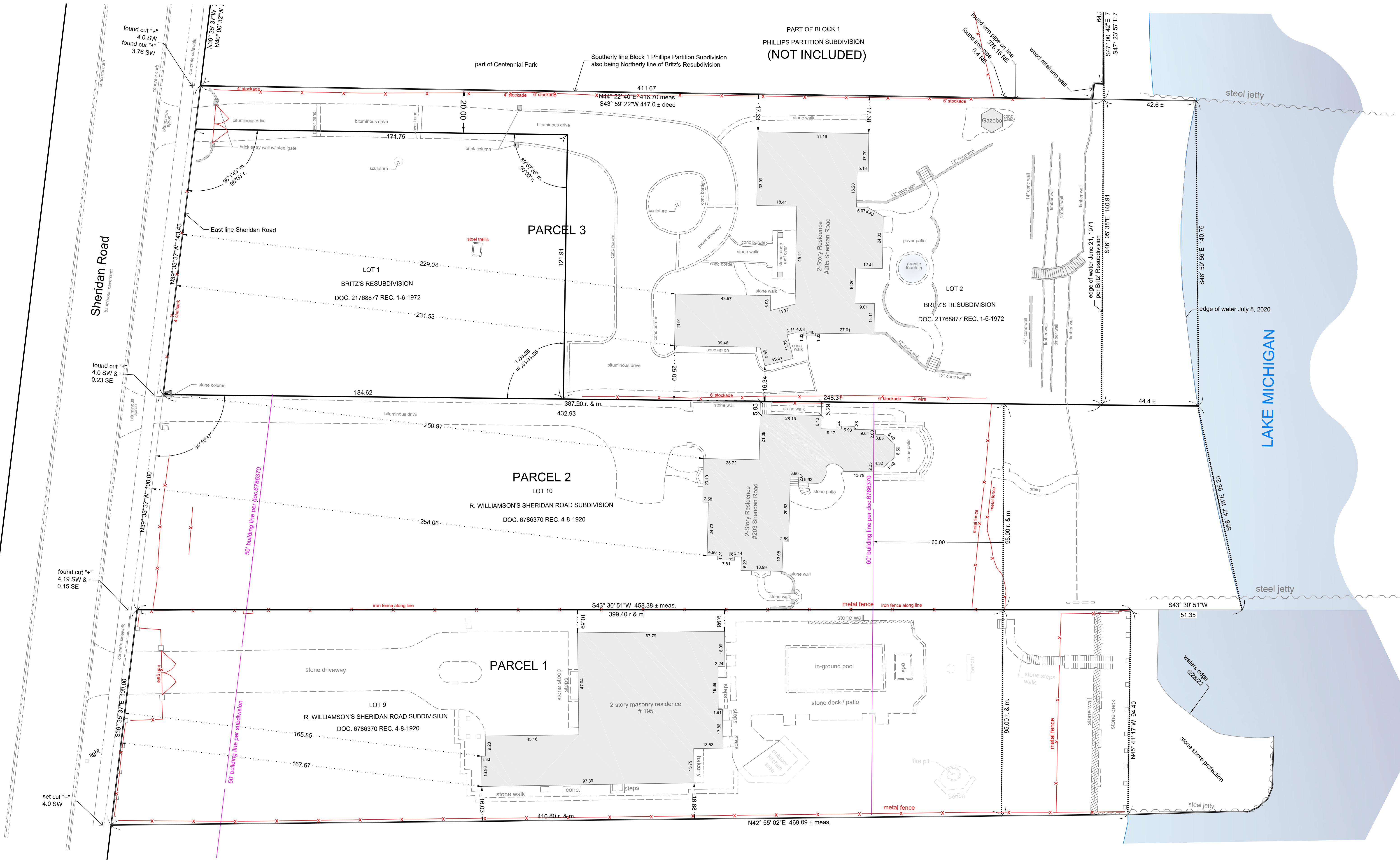
P.I.N. 05-21-412-009-0000
195 SHERIDAN ROAD
AREA = 48,000 ± S.F., ± 1.10 ± ACRES

PARCEL 2: LOT 10 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PARTS OF LOTS 2, 3 AND 4 OF SIMONS ET AL SUBDIVISION OF A PART OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21 AND PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION PLAT OF SAID R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION RECORDED APRIL 6, 1920 AS DOCUMENT 6786370, ALL IN COOK COUNTY, ILLINOIS

P.I.N. 05-21-412-008-0000
203 SHERIDAN ROAD
AREA = 47,617 ± S.F., ± 1.09 ± ACRES

PARCEL 3: LOT 1 AND LOT 2 IN BRITZ' SUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST QUARTER SECTION 21, AND PART OF FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877.

P.I.N. 05-21-412-016-0000 = LOT 1
AREA = 21,787 S.F.
P.I.N. 05-21-412-017-0000 = LOT 2
205 SHERIDAN ROAD
AREA = 43,913 ± S.F.
TOTAL AREA LOTS 1 AND 2 = 1.51 ± ACRES



PLAT IS VOID IF IMPRESSED
SEAL DOES NOT APPEAR
STATE OF ILLINOIS
COUNTY OF LAKE } S.S.

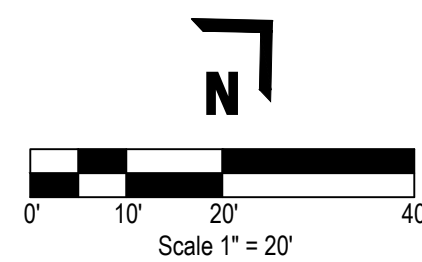
NOTE: ONLY THOSE BUILDING LINES OR EASEMENTS SHOWN ON THE RECORDED SUBDIVISION PLAT ARE SHOWN HEREON. CHECK LOCAL ORDINANCES BEFORE BUILDING. COMPARE YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT AND AT ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.

ON BEHALF OF BLECK ENGINEERING COMPANY, INC., I, JACK R. BLECK, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED IN THE ABOVE CAPTION WAS SURVEYED AND STAKED BY ME, OR UNDER MY DIRECTION, AND THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. MEASUREMENTS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT LAKE FOREST, ILLINOIS, THIS 14TH DAY OF JULY A.D., 2022.

BY
REGISTERED ILLINOIS LAND SURVEYOR NO. 3591

ABBREVIATIONS:
m. or meas. = measured
r. or rec. = record
R = radius
CB = chord bearing
CH = chord length
L = arc length
N = North
S = South
E = East
W = West
S.F. = square feet



Project # 260-020

BLECK
engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 F 847.295.7081
www.bleckeng.com

195-209 SHERIDAN ROAD, WINNETKA, ILLINOIS

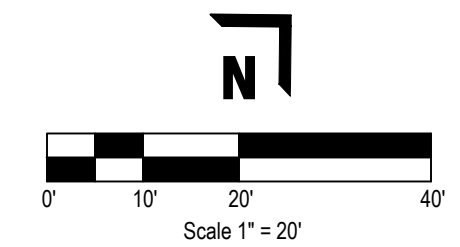
BLECK

engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 W bleckeng.com

Private Residence

Winnetka, IL



BENCHMARK: ARROW NUT ON FIRE
HYDRANT AT NORTHWEST CORNER OF
SHERIDAN ROAD AND FULLER LANE
INTERSECTION
ELEVATION = 614.11 NAVD 88

ALL ELEVATIONS ON THESE PLANS ARE ON
USGS NAVD 88 DATUM
CONVERSION FACTOR:
NAVD88 + 4.53' = IGLD85

ISSUED DATE	ISSUED FOR
07.28.2022	UPDATED TOPO

PROFESSIONAL SEAL

"To the best of our knowledge and belief,
the drainage of the surface waters will
not be changed by the construction of this
project or any part thereof, or that if
such surface waters drainage will be
changed, reasonable provisions have
been made for the collection and
diversion of such surface waters into
public areas or drains which the
developer has a right to use, and that
such surface waters will be planned for
in accordance with generally accepted
engineering practices so as to reduce
the likelihood of the damage to the
adjoining property because of the
construction of the project."

Michael G. Bleck, PE 07.28.2022
License No. 002.048951 Expires 11/30/21
© 2022 Bleck Engineering Company, Inc. All Rights Reserved.
Mechanical Professional Design Firm 184-000011

ORCHARD 2020
REVOCABLE TRUST
116 West Illinois Street #4N-W
Chicago, Illinois 60654

260-020	Project No.
MB	Drawn By
MGB	Checked By

Drawing No.

Drawing Name

Survey Exhibit

1

LEGEND

- Existing Property Line
- Found Iron Pipe
- Found Iron Rod
- Found Right of Way Marker
- Existing Curb and Gutter
- Existing Curb
- Edge of Existing Travelled Way
- Existing Wood Fence
- Existing Minor Contour
- Existing Major Contour
- Spot Elevation
- Existing Gas Main
- Existing Water Main
- Existing Communications Cable
- Existing Fiber Optic Cable
- Existing Underground Electric Cable
- Existing Overhead Electric Cable
- Existing Street Lighting Cable
- Existing Storm Sewer
- Existing Sanitary Sewer

Existing CleanoutExisting Yard DrainExisting InletExisting Catch BasinExisting ManholeExisting Flared End SectionExisting Gas MeterExisting Fire HydrantExisting Valve & BoxExisting Valve and VaultExisting Domestic Meter VaultExisting Curb Stop & BoxExisting Inflation Control ValveExisting HandholeExisting Traffic Control ManholeExisting Traffic LightExisting Electric HandholeExisting Telephone Handhole / PedestalExisting Power Pole w/ Guy WireExisting Street LightFound Utility Locate FlagExisting Flag PoleExisting SignExisting Deciduous Tree w/ diameterExisting Mulitstem / Ornamental TreeExisting Coniferous Tree w/ diameterExisting Edge of Brush

ABBREVIATIONS:
1" & 1/2" Measured and Recorded
conc. Concrete
VCP Vertical Clay Pipe
CSP Ductile Iron Pipe
RCCP Reinforced Cylindrical Concrete Pipe
PL Property Line
NOTE: FOR ADDITIONAL STANDARD SYMBOLS AND ABBREVIATIONS USED THROUGHOUT THESE PLANS,
SEE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD 000001.03



UNDERGROUND UTILITIES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS
HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, FIELD OBSERVATIONS, AND CITY
RECORDS. THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE
ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT
PRESENTLY KNOWN.

PRIVATE
RESIDENCE
WINNETKA, IL

Michael G. Bleck, PE 07.27.2022
License No. 062.046893 Expires 11/30/23
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Illinois Professional Design Firm 184.000911

**ORCHARD 2020
REVOCABLE TRUST**
116 West Illinois Street
#4N-W Chicago, Illinois 60654

2

Drawing Name

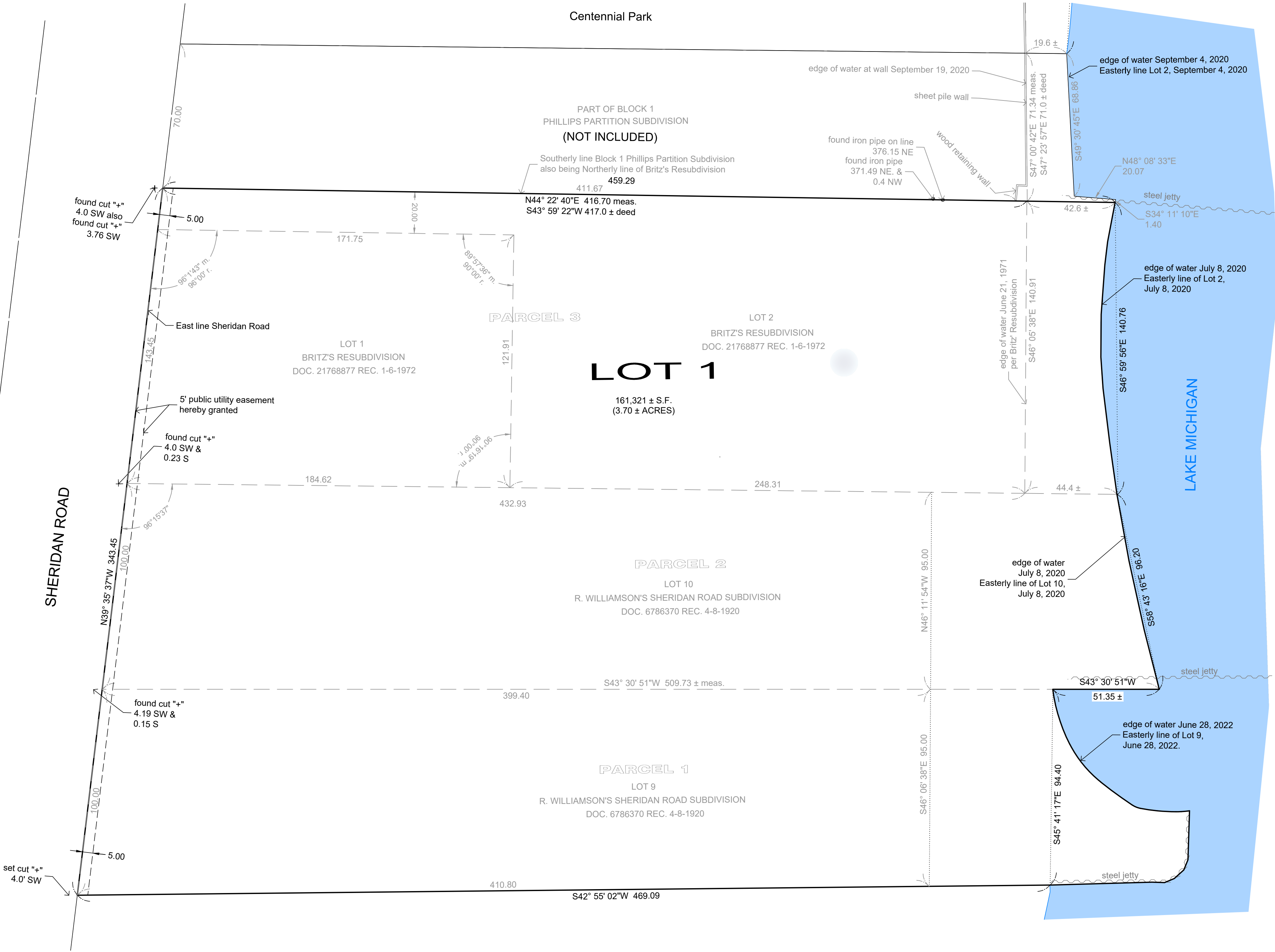
TREE INVENTORY

ID #	Common Name	Species	DBH	Condition	Protected by Village Ordinance	Comments
651	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 1	Good	No	Multiple Stems
652	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
653	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 1	Good	No	Multiple Stems
654	Arborvitae	Thuja occidentalis	3, 2, 2, 2, 1	Good	No	Multiple Stems
655	Arborvitae	Thuja occidentalis	3, 2, 2, 2, 1	Good	No	Multiple Stems
656	Arborvitae	Thuja occidentalis	4, 3, 2	Good	No	Multiple Stems
657	Arborvitae	Thuja occidentalis	4, 4	Good	No	Multiple Stems
658	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 1	Good	No	Multiple Stems
659	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
660	Arborvitae	Thuja occidentalis	3, 3, 2	Good	No	Multiple Stems
661	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
662	Arborvitae	Thuja occidentalis	4, 3, 2	Good	No	Multiple Stems
663	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 1	Good	No	Multiple Stems
664	Arborvitae	Thuja occidentalis	3, 3, 1, 1, 1	Good	No	Multiple Stems
665	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 1	Good	No	Multiple Stems
666	Arborvitae	Thuja occidentalis	3, 3, 2	Good	No	Multiple Stems
667	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
668	Arborvitae	Thuja occidentalis	3, 2, 2, 1	Good	No	Multiple Stems
669	Arborvitae	Thuja occidentalis	3, 3, 3, 3	Good	No	Multiple Stems
670	Arborvitae	Thuja occidentalis	3, 3, 3, 1, 1	Good	No	Multiple Stems
671	Arborvitae	Thuja occidentalis	4, 3, 3	Good	No	Multiple Stems
672	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
673	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
674	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
675	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
676	Arborvitae	Thuja occidentalis	5	Good	No	
677	Arborvitae	Thuja occidentalis	3, 2, 2, 2, 1	Good	No	Multiple Stems
677	Arborvitae	Thuja occidentalis	3, 2, 2, 2, 1	Good	No	Multiple Stems
678	Arborvitae	Thuja occidentalis	4, 3, 3, 2, 1	Good	No	Multiple Stems
679	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
680	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
681	Arborvitae	Thuja occidentalis	3, 3, 3	Good	No	Multiple Stems
682	Arborvitae	Thuja occidentalis	3, 3, 3	Good	No	Multiple Stems
683	Arborvitae	Thuja occidentalis	3, 3, 3	Good	No	Multiple Stems
684	Arborvitae	Thuja occidentalis	4, 3, 3, 1, 1	Good	No	Multiple Stems
685	Arborvitae	Thuja occidentalis	4, 3, 3, 2	Good	No	Multiple Stems
686	Arborvitae	Thuja occidentalis	4, 3, 3, 2	Good	No	Multiple Stems
687	Arborvitae	Thuja occidentalis	4, 3, 2	Good	No	Multiple Stems
688	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
689	Arborvitae	Thuja occidentalis	4, 3, 2, 2	Good	No	Multiple Stems
690	Arborvitae	Thuja occidentalis	4, 3, 2, 2	Good	No	Multiple Stems
691	Arborvitae	Thuja occidentalis	3, 3, 2	Good	No	Multiple Stems
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693	Arborvitae	Thuja occidentalis	3, 2, 2	Good	No	Multiple Stems
694	Arborvitae	Thuja occidentalis	2, 2, 2, 1	Good	No	Multiple Stems
695	Arborvitae	Thuja occidentalis	3, 3, 1, 1, 1	Good	No	Multiple Stems
696	Arborvitae	Thuja occidentalis	3, 3, 3	Good	No	Multiple Stems
697	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
698	Arborvitae	Thuja occidentalis	3, 3, 1	Good	No	Multiple Stems
699	Arborvitae	Thuja occidentalis	4, 2, 2, 1	Good	No	Multiple Stems
700	Arborvitae	Thuja occidentalis	5, 2, 1	Good	No	Multiple Stems
701	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
702	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
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704	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
705	Arborvitae	Thuja occidentalis	5, 4, 2, 2	Good	No	Multiple Stems
706	Arborvitae	Thuja occidentalis	3, 2, 1, 1, 1	Good	No	Multiple Stems
707	Arborvitae	Thuja occidentalis	3, 2, 2, 2, 1, 1	Good	No	Multiple Stems
708	Arborvitae	Thuja occidentalis	4, 2, 2, 1, 1	Good	No	Multiple Stems
709	Arborvitae	Thuja occidentalis	4, 2, 1	Good	No	Multiple Stems
710	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
711	Arborvitae	Thuja occidentalis	3, 2, 1	Good	No	Multiple Stems
712	Arborvitae	Thuja occidentalis	3, 2, 2, 1, 1	Good	No	Multiple Stems
713	Eastern cottonwood	Populus deltoides	4, 8	Fair	Yes	Multiple Stems
714	Bowlder	Acer negundo	6, 6.5, 5, 4, 4	Fair	Yes	Leaning trunk
860	Green ash	Fraxinus pennsylvanica	3	Fair	Yes	Co-dominant Limbs, Deadwood, Leaning trunk
861	White mulberry	Morus alba	8	Fair	Yes	
1919	American basswood	Tilia americana	12, 12, 9	Good	Yes	Multiple Stems
1920	American basswood	Tilia americana	20, 20, 15, 14	Good	Yes	Multiple Stems
1921	Callery pear 'Bradford'	Pyrus calleryana 'Bradford'	3	Good	No	
1922	Callery pear 'Bradford'	Pyrus calleryana 'Bradford'	3	Good	No	
1923	Callery pear 'Bradford'	Pyrus calleryana 'Bradford'	3	Good	No	
1924	Fragrant Sumac	Rhus aromatica	3, 2, 2, 2	Good	No	Multiple Stems
1925	Norway Maple	Acer platanoides	12	Good	Yes	
1926	Norway Maple	Acer platanoides	20	Good	Yes	Leaning trunk
1927	Blue spruce	Picea pungens	4, 15	Good	Yes	
1928	Crabapple	Malus spp	4	Fair	No	Fungus
1929	Crabapple	Malus spp	4	Fair	No	Fungus
1930	Crabapple	Malus spp	3	Good	No	
1931	Crabapple	Malus spp	3	Fair	No	Fungus
1932	Weeping Cherry	Prunus pendula	5	Good	No	
1933	Arborvitae	Thuja occidentalis	5, 3, 3	Good	No	Multiple Stems
1934	Arborvitae	Thuja occidentalis	3, 3, 3, 1	Good	No	Multiple Stems
1935	Arborvitae	Thuja occidentalis	3, 3, 3	Good	No	Multiple Stems
1936	Arborvitae	Thuja occidentalis	3, 3, 3	Good	No	Multiple Stems
1937	Arborvitae	Thuja occidentalis	3, 3, 3	Good	No	Multiple Stems
1938	Arborvitae	Thuja occidentalis	3, 3, 3	Good	No	Multiple Stems
1939	Arborvitae	Thuja occidentalis	5, 3	Good	No	Multiple Stems
1940	Arborvitae	Thuja occidentalis	3, 3	Good	No	Multiple Stems
1941	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1942	Arborvitae	Thuja occidentalis	4, 3, 2, 2	Good	No	Multiple Stems
1943	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1944	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1945	Arborvitae	Thuja occidentalis	5, 3, 2, 2, 1	Good	No	Multiple Stems
1946	Arborvitae	Thuja occidentalis	5, 3, 2, 2, 1	Good	No	Multiple Stems
1947	Arborvitae	Thuja occidentalis	5, 3, 2, 2, 1	Good	No	Multiple Stems
1948	Arborvitae	Thuja occidentalis	4, 4, 3, 2, 1	Good	No	Multiple Stems
1949	Arborvitae	Thuja occidentalis	3, 3, 2, 1, 1, 1	Good	No	Multiple Stems
1950	Arborvitae	Thuja occidentalis	3, 3, 2, 1, 1, 1	Good	No	Multiple Stems
1951	Arborvitae	Thuja occidentalis	4, 3, 2, 2	Good	No	Multiple Stems
1952	Arborvitae	Thuja occidentalis	4, 4, 2, 2	Good	No	Multiple Stems
1953	Arborvitae	Thuja occidentalis	4, 3, 2, 2	Good	No	Multiple Stems
1954	Arborvitae	Thuja occidentalis	4, 3, 2, 2	Good	No	Multiple Stems
1955	Arborvitae	Thuja occidentalis	3, 3, 3, 3	Good	No	Multiple Stems
1956	Arborvitae	Thuja occidentalis	4, 4	Good	No	Multiple Stems
1957	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1957	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1958	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1959	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
1960	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1961	Arborvitae	Thuja occidentalis	3, 3, 2	Good	No	Multiple Stems
1962	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
1963	Arborvitae	Thuja occidentalis	3, 3, 2	Good	No	Multiple Stems
1964	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1965	Arborvitae	Thuja occidentalis	3, 3, 2	Good	No	Multiple Stems
1966	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
1967	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1968	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1969	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1970	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 1	Good	No	Multiple Stems
1971	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 1	Good	No	Multiple Stems
1972	Arborvitae	Thuja occidentalis	3, 3, 3, 2, 1	Good	No	Multiple Stems
1973	Arborvitae	Thuja occidentalis	3, 3, 3, 2, 1	Good	No	Multiple Stems
1974	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1975	Arborvitae	Thuja occidentalis	4, 3, 2, 2	Good	No	Multiple Stems
1976	Arborvitae	Thuja occidentalis	3, 3, 3, 2, 1	Good	No	Multiple Stems
1977	Arborvitae	Thuja occidentalis	4, 3, 2	Good	No	Multiple Stems
1978	Arborvitae	Thuja occidentalis	4, 3, 2	Good	No	Multiple Stems
1979	Arborvitae	Thuja occidentalis	4, 3, 2, 2, 1	Good	No	Multiple Stems
1980	Arborvitae	Thuja occidentalis	3, 3, 2	Good	No	Multiple Stems
1981	Arborvitae	Thuja occidentalis	4, 3, 3, 1	Good	No	Multiple Stems
1982	Arborvitae	Thuja occidentalis	4, 3, 3, 1	Good	No	Multiple Stems
1983	Arborvitae	Thuja occidentalis	2, 2, 2, 2	Good	No	Multiple Stems
1984	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1985	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
1986	Arborvitae	Thuja occidentalis	3, 3, 2, 1	Good	No	Multiple Stems
1987	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1988	Arborvitae	Thuja occidentalis	3, 3, 3, 1, 1	Good	No	Multiple Stems
1989	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 2	Good	No	Multiple Stems
1990	Arborvitae	Thuja occidentalis	3, 2, 2, 2	Good	No	Multiple Stems
1991	Arborvitae	Thuja occidentalis	3, 3, 2, 2	Good	No	Multiple Stems
1992	Arborvitae	Thuja occidentalis	4, 3, 3, 3	Good	No	Multiple Stems
1993	Arborvitae	Thuja occidentalis	4, 3, 3, 3, 1	Good	No	Multiple Stems
1994	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 2, 1	Good	No	Multiple Stems
1995	Arborvitae	Thuja occidentalis	4, 3, 3, 2, 2, 2	Good	No	Multiple Stems
1996	Arborvitae	Thuja occidentalis	4, 3, 3, 2, 2	Good	No	Multiple Stems
1997	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 2	Good	No	Multiple Stems
1998	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 2	Good	No	Multiple Stems
1999	Arborvitae	Thuja occidentalis	3, 3, 2, 2, 2	Good	No	Multiple Stems
2000	Arborvitae	Thuja occidentalis	5, 4, 2	Good	No	Multiple Stems
N/A	Freeman Maple	Acer x freemanii	9	Fair	Yes	Parkway Tree, Nutrient Deficiency/Chlorotic
N/A	Freeman Maple	Acer x freemanii	14	Good	Yes	Parkway Tree, Nutrient Deficiency/Chlorotic
N/A	Shingle Oak	Quercus imbricaria	4	Good	Yes	Parkway tree
N/A	Shingle Oak	Quercus imbricaria	4	Good	Yes	Parkway tree
N/A	White Ash	Fraxinus americana	17	Excellent	Yes	Parkway tree
N/A	White Ash	Fraxinus americana	12	Good	Yes	Parkway tree
N/A	White Ash	Fraxinus americana	15	Good	Yes	Parkway tree

Page 34 of 390

PLAT OF CONSOLIDATION
205 SHERIDAN SUBDIVISION

BEING A SUBDIVISION OF PART THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 21, AND PART OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

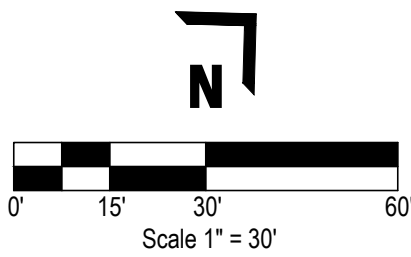


Revised September 8, 2022 per first review letter
Revised August 2, 2022
July 6, 2022
Project # 260-020

ABBREVIATIONS:
m. or meas. = measured
r. or rec. = record
R = radius
CB = chord bearing
CH = chord length
L = arc length
N = North
S = South
E = East
W = West
S.F. = square feet

BLECK
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Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 F 847.295.7081
www.bleckeng.com



PLAT OF CONSOLIDATION
205 SHERIDAN SUBDIVISION

BEING A SUBDIVISION OF PART THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 21, AND PART OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

OWNER CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF)

THIS IS TO CERTIFY THAT ORCHARD 2020 REVOCABLE TRUST, IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND NOT INDIVIDUALLY BUT AS SUCH TRUSTEE, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND THE SAID CORPORATION, NOT INDIVIDUALLY BUT AS TRUSTEE, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

THIS IS ALSO TO CERTIFY THAT, AS OWNER OF THE PROPERTY DESCRIBED AS "205 SHERIDAN SUBDIVISION" AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH THE FOLLOWING LOTS LIE.
LOT NUMBER 1.

SCHOOL DISTRICTS

ELEMENTARY SCHOOL DISTRICT 36 NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, A.D., 20 ____.

CITY

DATE

MONTH

ORCHARD 2020 REVOCABLE TRUST

BY: _____ ATTEST: _____
SIGNATURE: PETER LEE, TRUSTEE SIGNATURE

BY: _____ TITLE: _____
PRINT TITLE PRINT TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____ IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE ADJACENT CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND INDIVIDUALLY ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THE OWNERSHIP CERTIFICATE AS HIS FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT FOR THE PURPOSE AND USE THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20 ____.

NOTARY PUBLIC

MY NOTARIAL COMMISSION EXPIRES ON _____, 20 ____.

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 "PUBLIC UTILITY EASEMENT," TO INSTALL, CONSTRUCT, LAY, MAINTAIN, OPERATE, RELOCATE, MAINTAIN, OPERATE, RELOCATE, RENEW, ABANDON IN PLACE, AND REMOVE NECESSARY EQUIPMENT FOR PUBLIC UTILITY PURPOSES, TOGETHER WITH THE RIGHTS OF INGRESS TO AND EGRESS FROM THE EASEMENT. THE EASEMENT MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, WOODEN FENCES, DRIVEWAYS, AND SIDEWALK SURFACES AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF THE EASEMENT, PROVIDED THAT NO PERMANENT BUILDINGS, STRUCTURES, OR IMPROVEMENTS BE PLACED ON THE EASEMENT WITHOUT THE VILLAGE'S PRIOR WRITTEN PERMISSION OTHER THAN DRIVEWAYS AND SIDEWALK SURFACES. THE RIGHTS GRANTED HEREIN ALSO INCLUDE THE RIGHT FOR THE VILLAGE TO TRIM, TEMPORARILY RELOCATE, AND REMOVE SUCH TREES, BUSHES, SHRUBS, LANDSCAPING, GARDENS, WOODEN FENCES, DRIVEWAYS, AND SIDEWALK SURFACES AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE INSTALLATION, CONSTRUCTION, LAYING, MAINTENANCE, OPERATION, RELOCATION, RENEWAL, AND REMOVAL OF UTILITY FACILITIES.

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____, 20 ____.

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

I, _____, COLLECTOR OF THE VILLAGE OF WINNETKA, COOK COUNTY, 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 ANY OF THE REAL ESTATE INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT VILLAGE OF WINNETKA, COOK COUNTY ILLINOIS THIS _____ DAY OF _____, A.D. 20 ____.

VILLAGE COLLECTOR, WINNETKA, IL.

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE DIRECTOR OF WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____, DAY OF _____, A.D. 20 ____.

BY: _____
WATER AND ELECTRIC DIRECTOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, 20 ____.

BY: _____
PLAN COMMISSION CHAIRMAN

ATTEST: _____
CLERK

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, 20 ____.

BY: _____
VILLAGE PRESIDENT, WINNETKA, ILLINOIS

ATTEST: _____
CLERK

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

"THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO ARTICLE 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED, A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

JOSE RIOS, P.E.
REGION ONE ENGINEER

DEPARTMENT OF NATURAL RESOURCES CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF SANGAMON)

APPROVED BY THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF ILLINOIS INsofar AS THIS SUBDIVISION PLAT, SHOWING LANDS BORDERING UPON OR INCLUDING PUBLIC WATERS OF THE STATE OF ILLINOIS, RELATES TO THE PROVISIONS OF 615 ILCS 5/7, "AN ACT IN RELATION TO THE REGULATION OF RIVERS, LAKES AND STREAMS OF THE STATE OF ILLINOIS" APPROVED JUNE 10, 1911, AS AMENDED, REQUIRING REVIEW AND APPROVAL BY SAID DEPARTMENT AS TO THE BOUNDARY LINE BETWEEN PRIVATE INTERESTS AND PUBLIC INTERESTS.

DATED AT SPRINGFIELD, ILLINOIS, THIS _____ DAY OF _____, A.D. 20 ____.

BY: _____ (DIRECTOR)

NAME: _____

PERMISSION TO RECORD CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

I, JACK R. BLECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3591, DO HEREBY GRANT PERMISSION TO THE VILLAGE OF WINNETKA AND/OR ITS DESIGNATED AGENTS TO RECORD THIS PLAT WITH THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

DATED THIS _____ DAY OF _____, A.D. 20 ____.

ILLINOIS PROFESSIONAL LAND SURVEYOR

PLAT SUBMITTAL AND RETURN TO ADDRESS:

THIS PLAT SUBMITTED FOR RECORDING BY, AND RETURN TO:
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT
510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093

Revised September 8, 2022 per first review letter
Revised August 2, 2022
July 6, 2022
Project # 260-020

BLECK
engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045

T 847.295.5200 F 847.295.7081
www.bleckeng.com

SURVEYORS NOTES:

1. BASIS OF BEARINGS: ILLINOIS STATE PLANE - EAST ZONE.
2. EXISTING IMPROVEMENTS ARE NOT SHOWN.
3. THE EASTERLY PROPERTY LINE IS THE WATER'S EDGE

SEND SUBSEQUENT TAX BILLS TO:

ORCHARD 2020 REVOCABLE TRUST
C/O PETER LEE, TRUSTEE
353 N. CLARK STREET, 27TH FLOOR
CHICAGO, ILLINOIS, 60654

ABBREVIATIONS:
m. or meas. = measured
r. or rec. = record
R = radius
CB = chord bearing
CH = chord length
L = arc length
N = North
S = South
E = East
W = West
S.F. = square feet

SHEET 2 OF 2

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

I, JACK R. BLECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1: LOT 9 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PARTS OF LOTS 2, 3 AND 4 OF SIMON'S AND OTHERS SUBDIVISION OF A PART OF THE FRACTIONAL SOUTHEAST ONE QUARTER OF SECTION 21 AND PART OF THE FRACTIONAL SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION PLAT OF SAID R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION RECORDED APRIL 8, 1920 AS DOCUMENT 6786370, ALL IN COOK COUNTY, ILLINOIS

P.I.N. 05-21-412-009-0000
195 SHERIDAN ROAD
AREA = 48,000 ± S.F., = 1.10 ± ACRES

PARCEL 2: LOT 10 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PARTS OF LOTS 2, 3 AND 4 OF SIMON'S AND OTHERS SUBDIVISION OF A PART OF THE FRACTIONAL SOUTHEAST ONE QUARTER OF SECTION 21 AND PART OF THE FRACTIONAL SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION PLAT OF SAID R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION RECORDED APRIL 8, 1920 AS DOCUMENT 6786370, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 05-21-412-008-0000
203 SHERIDAN ROAD
AREA = 47,617 ± S.F., = 1.09 ± ACRES

PARCEL 3: LOT 1 AND LOT 2 IN BRITZ'S RESUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMON'S AND OTHERS SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST ONE QUARTER SECTION 21, AND PART OF FRACTIONAL SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877.

P.I.N. 05-21-412-016-0000 = LOT 1
AREA = 21,787 S.F.
P.I.N. 05-21-412-017-0000 = LOT 2
205 SHERIDAN ROAD
AREA = 43,913 ± S.F.
TOTAL AREA LOTS 1 & 2 = 1.51 ± ACRES

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

PER FLOOD INSURANCE RATE MAP, PANEL NUMBER 17031C0255J EFFECTIVE DATE AUGUST 19, 2008, A PORTION OF THE ABOVE-MENTIONED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA (ZONE AE) LOCATED ALONG THE SHORES OF LAKE MICHIGAN.

I FURTHER CERTIFY THAT THIS SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WINNETKA, ILLINOIS, WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A "BOUNDARY SURVEY."

DATED THIS _____ DAY OF _____, A.D. 20 ____.

I.P.L.S. # 3591
LICENSE EXPIRATION DATE 11/30/2022

WINNETKA PLAN COMMISSION
MEETING MINUTES
OCTOBER 26, 2022

Members Present:

John Golan, Acting Chairperson
Jonathan Alt
Matthew Bradley
Mamie Case
Layla Danley
Chris Foley

Members Absent:

Liz Kunkle
Bridget Orsic

Non-Voting Members Absent:

Tina Dalman

Village Staff:

David Schoon, Director of Community Development
Benjamin Schuster, Village Attorney
Ann Klaassen, Senior Planner

a. **Case No. 22-23-SD: 195-209 Sheridan Road - Plat of Consolidation:** An application submitted by Peter Lee, as Trustee of the Orchard 2020 Revocable Trust, as the owner of the properties located at 195 Sheridan Road, 203 Sheridan Road, 205 Sheridan Road and 209 Sheridan Road, seeking approval of a Final Plat of Subdivision to consolidate the four existing lots into a single lot of record. The Village Council has final jurisdiction on this request.

Chairman Golan outlined how the presentation would proceed. Ms. Klaassen identified the applicant and request for the final plat of subdivision. She then identified the properties' location, size, improvements and zoning classification. Ms. Klaassen stated the request is to consolidate the four lots into one lot and noted that plans for the new home have not been submitted, nor is it required that an application submit plans as part of a subdivision application. She referred to the utility easement on the west property line and noted the consolidation complied with subdivision requirements and the zoning code. Ms. Klaassen also noted the applicant is not requesting zoning relief and added the proposed consolidation complied with the Comprehensive Plan. She identified the three existing lots which are nonconforming and referred to the Tables on page nos. 25 and 26 which show no zoning nonconformities would be created and identified the nonconforming setbacks which would be eliminated. Ms. Klaassen stated the Landmark Preservation Commission previously considered the demolition requests for 203 and 205 Sheridan with an HAIS being required for 203 Sheridan which concluded although the property is significant, no demolition delay was issued with the demolition permit for 195 Sheridan to yet be considered at the LPC's November meeting. Ms. Klaassen read Ms. Kunkle's comments into the record stating she would recommend approval of the consolidation as it meets the standards and code requirements. She also noted one correspondence from the public was received and provided to the Commission. She then stated following public comment and Commission discussion, a draft motion is provided on page 28 and asked if there were any questions. No questions were raised at this time.

Cal Bernstein, attorney for the applicant, referred to the application submitted two years ago noting the property is under the applicant's control and which the Commission found to be compliant with

1 subdivision standards and the Comprehensive Plan adding the property is shifted further to the south. He
2 reiterated existing nonconformities would be removed and the plan is to construct one single family
3 residence on the newly created lot. Mr. Bernstein noted no variances would be necessary and asked if
4 there were any questions. Chairman Golan also asked if there were any questions. No questions were
5 raised at this time.

6
7 Chairman Golan then asked if there were any comments from the audience. Charles Hannon, 181
8 Sheridan, stated he is in support of the application. No additional comments were made at this time.
9 Chairman Golan then called the matter in for discussion.

10
11 Ms. Case described the request as straightforward which eliminated a lot of issues and stated that the
12 new home would be a beautiful home. She stated she had no problem with the request. Mr. Bradley
13 agreed nonconformities would be eliminated and referred to the new home to be built, but the
14 subdivision met zoning standards and the Comprehensive Plan. He then stated he is in support of the
15 application. Mr. Foley agreed with the comments made. Mr. Alt also agreed with the comments made
16 and referred to the Village Forester's application review in terms of trees being preserved which he
17 commented is important. Ms. Danley stated she is also in favor of the request and referred to Section
18 16.12.010 and the nonconformity eliminations. Chairman Golan read the correspondence received into
19 the record and stated he is also in favor of the request noting the request met the subdivision code
20 requirements and the Comprehensive Plan.

21
22 Chairman Golan then asked for a motion. Mr. Bradley moved to recommend approval of the plat of
23 consolidation as indicated on page 28. The motion was seconded by Ms. Danley. A vote was taken, and
24 the motion unanimously passed, 6 to 0:

25 AYES: Alt, Bradley, Case, Danley, Foley, Golan

26 NAYS: None

27 NON-VOTING: None

28 ***
29

ATTACHMENT 3

From: [REDACTED]
To: [Ann Klaassen](#)
Cc: [David Schoon](#)
Subject: Re: Plan Commission Meeting October 26
Date: Tuesday, October 25, 2022 10:32:57 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ann,

I recommend both applications be approved as they both meet the Subdivision Code standards for approving such final plats and both are consistent with the Comprehensive Plan's Land Use Map designation of the Subject Properties as appropriate for "single family residential" development. I also support a finding of "No Material Increased Adverse Impact" with respect to the Scott Avenue Subdivision given that the existing zoning nonconformity is minimal (less than 12").

Thanks again, good luck tomorrow night, and please let me know of any questions.

Liz

On Oct 24, 2022, at 9:14 AM, Liz Kunkle <[\[REDACTED\]](#)> wrote:

Thanks, Ann. I am sorry to miss the meeting as it's obviously a priority to attend. I will send comments to you and David.

Thanks again and enjoy this beautiful day!

Liz

Sent from my iPhone

On Oct 24, 2022, at 9:05 AM, Ann Klaassen <AKlaassen@winnetka.org> wrote:

Hi Liz,

No need to apologize. These things happen and there should be a quorum regardless.

If you'd like to share your comments on the application, you may send them to me and/or David and we will share them with the Commission.

Best,

[Ann Klaassen](#)

Senior Planner | Village of Winnetka Community Development

510 Green Bay Road - Winnetka, IL 60093
847.716.3525

From: Liz Kunkle <[REDACTED]>
Sent: Sunday, October 23, 2022 10:46 PM
To: Ann Klaassen <AKlaassen@winnetka.org>
Subject: Re: QUORUM CHECK: Plan Commission Meeting October 26

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ann,

Thanks so much for letting me know. I saw the emails to the full commission also.

I'm sorry to say I do need to change my attendance to a 'no.'

My husband is now traveling that evening as well and I can't make it work.

I received the hard copy agenda packet. Is it appropriate to give input on the items by email? How should I handle that?

Thanks and sorry again.

Liz

Sent from my iPhone

On Oct 21, 2022, at 8:31 AM, Ann Klaassen
<AKlaassen@winnetka.org> wrote:

Hi Liz,

I really don't like putting you in this position, but there is a bare quorum for the meeting next Wednesday. So we may need to reach out to you in case someone can't make it at the last minute. Just wanted to let you know.

Thank you,

[Ann Klaassen](#)
Senior Planner | Village of Winnetka Community
Development

510 Green Bay Road - Winnetka, IL 60093
847.716.3525

From: Ann Klaassen
Sent: Wednesday, October 19, 2022 10:03 AM
To: Liz Kunkle [REDACTED] >
Subject: RE: QUORUM CHECK: Plan Commission Meeting
October 26

Hi Liz,
Thank you for letting us know. I understand you don't want
to miss spending time with a friend.

The Comp Plan is not on the agenda.

Best,

Ann Klaassen
Senior Planner | Village of Winnetka Community
Development
847.716.3525

From: Liz Kunkle <[REDACTED]>
Sent: Wednesday, October 19, 2022 9:22 AM
To: Ann Klaassen <AKlaassen@winnetka.org>
Subject: Re: QUORUM CHECK: Plan Commission Meeting
October 26

CAUTION: This email originated from outside of the organization. Do
not click links or open attachments unless you recognize the sender
and know the content is safe.

Hi Ann,

I am a maybe. I have a dear friend who will be in town for
that one night only.

Will the Comprehensive Plan be on this month's agenda?

Thanks.

Liz

Sent from my iPhone

On Oct 19, 2022, at 9:08 AM, Ann Klaassen
<AKlaassen@winnetka.org> wrote:

Good Morning Commissioners,
The next Plan Commission meeting is
scheduled for Wednesday, October 26 at
7:00pm in the Village Hall Council Chambers.
To confirm there will be a quorum, if you would
please let me know if you are available I would
appreciate it.

*****Note: Per the Open Meetings Act, please do not
"Reply All."*****

Thank you,

[Ann Klaassen](#)
Senior Planner | Village of Winnetka
Community Development
510 Green Bay Road - Winnetka, IL 60093
847.716.3525

ATTACHMENT 4

From: [REDACTED]
To: [Planning](#)
Subject: Testimony for case No. 22-23-SD
Date: Tuesday, October 25, 2022 3:14:50 PM

Dear Village of Winnetka,

We are happy to give our testimony here, referring to allowing the consolidation of the properties at 195, 203, 205 and 209 Sheridan Road. We are the homeowners at 191 Sheridan Road, immediately south of 195.

We are in favor of this application. We are very pleased that someone (other than a builder, who might buy up Winnetka's houses, only to build "cookie cutter" houses to replace our variety of architecture) values carrying on the tradition of this area of being significant architecture surrounded by beautiful green space, which this strip of Sheridan Road was historically so developed. We understand over the years the need to sell off front yards, but has somewhat resulted in houses appearing to be "packed in". These consolidated properties will allow for some breathing room, more green space for our neighborhood, as well as pay homage to the grand, beautiful feel for which this part of our lovely town and Sheridan Road was founded. Frankly, we are thrilled someone wants to put so much toward creating this space for family, rather than what is happening to so many of our beautiful homes, which are being purchased by a builder just to make a profit. These four properties are being saved from just that happening.

Thank you for considering our testimony,

Scott and Nancy Santi
191 Sheridan Rd



Agenda Item Executive Summary

TITLE: Resolution No. R-128-2022: Tree Removal Contract - Hibbard Stormwater Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: December 6, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

On August 4, 2020 the Village Council approved the adoption of Resolution R-51-2020 authorizing an Extension of Professional Services pursuant to a Master Professional Services Agreement between the Village and Strand Associates dated February 28, 2017. The extension provided for engineering design services for stormwater management-related improvements associated with Phase 1 of the Stormwater Alternatives Study for Western and Southwestern Winnetka, specifically the Hibbard Road Stormwater Management Facility Design, for a lump sum fee not to exceed \$650,100. The extension further provides for additional "If-Authorized Services", billed at an hourly rate plus expenses not to exceed \$40,000.

2. On October 6th the Village Council approved the adoption of Resolution R-104-2022 authorizing a Change Order No. 1 to this agreement to complete the design for a lump sum fee not to exceed \$65,000.

3. On October 18, 2022 the Village Council approved adoption of Resolution R-106-2022, authorizing an Intergovernmental Agreement between the Village of Winnetka and the Forest Preserve District of Cook County (FPDCC), which was subsequently approved by the Forest Preserve District on November 18, 2022. This agreement provided the Village authorization to begin related stormwater improvements on the Hibbard Road Preserve site owned by Cook County.

EXECUTIVE SUMMARY:

The proposed Hibbard Preserve Stormwater Improvements includes various components including tree removal, earthwork and grading, box culvert installation and wetland restoration. The first phase of the work is tree removal. The Village is required to remove only those trees impacted as part of the proposed improvements being constructed on the Cook County Forest Preserve property. To ensure that the tree removal work is completed before the end of the year, the Village released a request for bids for a separate tree removal contract. The Village will issue another separate bid for the remainder of the site improvements on December 8, 2022 with an anticipated bid opening in the first half of January, 2023.

The release of a bid and contracting for tree removal by December 31, 2022 allows the Village to complete the tree removal work prior to the enactment of a new U.S. Fish and Wildlife Services (USFWS) tree removal regulations, with enforcement to begin on January 1, 2023.

On November 3, 2022, bids were opened and read publicly for the tree removal contract. Only one bid was received for this contract, it was submitted by Homer Tree Services, Inc. for a not to exceed amount of \$506,915.90. Homer Tree Services, Inc. is currently the tree removal contractor performing tree removal activities as part of the North of Willow Stormwater Storage Project. The bid amount proposed by Homer Tree Services was higher than staff and Strand Associates anticipated by approximately \$84,804.

After speaking with Homer Tree representatives, we learned that the bid specified contract and work requirements were considered by Homer to be outside the typical scope of work for a tree removal contractor. These requirements included installation of perimeter fencing around the construction site and construction of access and entrance work. It was these requirements that were a large factor in the higher than anticipated bid amount received.

Due to the limited time to complete the tree removal work, staff began negotiations with the Homer Tree Services to ensure that the scope of work was within their level of comfort, and to establish pricing more fiscally favorable to the Village. During the negotiations, staff learned that Homer preferred not to be responsible for the installation of perimeter fencing and constructing access and entrance activities since they typically do not perform this type of work. Removing the perimeter fencing and access and entrance work reduced the bid to \$232,440.

The project still required perimeter fencing and access and entrance work. Therefore, staff negotiated with DiMeo Brothers, Inc. because unit prices and work activities such as perimeter fencing, and construction access had already been competitively bid and awarded to their company for the North of Willow Stormwater Storage Project. Since DiMeo Brothers is already mobilized and performing similar work across Willow Road, staff was able to negotiate favorable costs for this work totaling \$165,000.

As a result of the negotiated pricing with Homer Tree Service (tree removal only) and DiMeo Brothers (perimeter fencing and construction access), the total project cost is now below the engineer’s cost estimate by \$24,643. The project costs are summarized below:

Engineer’s Cost Estimate	<u>\$422,083</u>
Homer Tree Services -Tree Removal	\$232,440
DiMeo Brothers - Fence and Access	<u>\$165,000</u>
Total Cost	<u>\$397,440</u>

A separate agenda item recommending a change order to DiMeo Brothers for the perimeter fencing and access work is presented separately and following the Homer recommended contract.

To assure that the proposed construction work begins and is completed before the end of the year, and within the framework of the approved intergovernmental agreement with the FPDCC, staff is recommending that the Village Council consider approving resolution R-128-2022 rejecting the single unfavorable bid received from Homer Tree Services, Inc., and award a modified contract to Homer Tree Services, Inc. for tree removal services, with all work being completed by December 31st, 2022, for a lump sum fee not to exceed amount of \$232,440.

RECOMMENDATION:

Consider adoption of Resolution R-128-2022 approving a contract with Homer Tree Service, Inc. to complete the tree removal work as part of the proposed Hibbard Preserve Improvements for a lump sum fee not to exceed \$232,440.

ATTACHMENTS:

1. Resolution No. R-128-2022: Tree Removal Services with Homer Trees

RESOLUTION NO. R-128-2022

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,
AND AWARDING A CONTRACT TO HOMER TREE SERVICES, INC.
FOR TREE REMOVAL SERVICES FOR THE HIBBARD ROAD PRESERVE**

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, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village engaged in various studies and planning for major infrastructure and other improvements for managing stormwater to reduce flooding in the Village ("**Stormwater Master Plan**"); and

WHEREAS, in 2015, the Village hired Strand Associates, Inc. ("**Consultant**") to prepare a stormwater management study and to develop and evaluate alternatives for managing stormwater within western portions of the Village; and

WHEREAS, as a result of its extensive study, the Consultant recommended the construction of certain stormwater improvements on a 49-acre parcel located at the northwest corner of Hibbard Road and Winnetka Avenue in unincorporated Cook County, Illinois ("**Property**"), which Property is owned by the Forest Preserve District of Cook County ("**District**"); and

WHEREAS, on August 2, 2017, the District and the Village entered into a "Memorandum of Mutual Understanding Related to Use of Forest Preserve of Cook County Lands for Construction and Continuous Term Usage or Stormwater Management Wetlands Project" ("**MOU**"), which MOU provided for the negotiation of an intergovernmental agreement ("**IGA**") to allow the Village to construct and install approximately 74 acre-feet of stormwater infrastructure improvements on the Property ("**Project**"); and

WHEREAS, on November 18th, 2022, the Village entered into the IGA with the District for the Project; and

WHEREAS, as part of the Project the Village desires to retain a contractor to remove various trees from the Hubbard Road Preserve ("**Tree Removal Services**"); and

WHEREAS, on October 11th, 2022, the Village issued Request for Bids #022-042 ("**Request for Bids**") for the procurement of the Tree Removal Services; and

WHEREAS, the Village received one ("**Bid**") from Homer Tree Services, Inc. ("**Contractor**") to provide the Tree Removal Services and opened the Bid on November 3, 2022; and

WHEREAS, the Bid was significantly more expensive than the Village anticipated due to the bidder's misunderstanding on the scope of the Tree Removal Services; and

WHEREAS, because the Bid exceed the Village's anticipated costs, the Village has negotiated with the Contractor and other companies that provide Tree Removal Services to get a more favorable rate for the Tree Removal Services; and

WHEREAS, Contractor has now offered to provide the Tree Removal Services pursuant to an agreement for an amount not to exceed \$232,440.00 ("**Contract**"), which Contract is attached as **Exhibit A**; and

WHEREAS, Village staff has recommended that the Village Council (i) reject the Bid; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) enter into the Contract with Contractor for the Tree Removal Services; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) reject the Bid; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual; and (iii) enter into the Contract with Contractor for the Tree Removal Services;

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

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

SECTION 2: REJECTION OF BID. The Village Council hereby rejects all of the Bids for the Tree Removal Services received in response to the Request for Bids issued by the Village and directs the Village Manager, or his designee, to inform the bidders thereof.

SECTION 3. WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Tree Removal Services.

SECTION 4: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Contractor in substantially the form attached to this Resolution as Exhibit A, and in a final form approved by the Village Manager.

SECTION 5: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contractor 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 6th day of December, 2022, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

CONTRACT

**VILLAGE OF WINNETKA
CONTRACT FOR THE
HIBBARD PRESERVE TREE REMOVAL PROJECT**

BID PACKAGE

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: Homer Tree Service
16464 West 143rd Street
Lockport, IL 60441
("Contractor")

FROM: Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
("Owner")

On _____, 20____, Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated _____, 20____, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the removal of approximately 350 live trees, numerous dead trees, and brush clearing from a 15.4-acre area in the Forest Preserve District of Cook County's Hibbard Preserve; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

The Contract will be finalized and executed on _____, 20____, at the above listed office of Owner. The Contract will be executed by Owner provided that all conditions precedent to finalization have been satisfied. Contractor must have complied with all conditions precedent to finalization set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before this date.

NOTICE OF AWARD

The failure or refusal to comply with the conditions precedent to finalization on or before the Finalization Date or to execute the Contract on the Finalization Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED: _____, 20____.

Village of Winnetka

By: _____

Name

Title

VILLAGE OF WINNETKA

CONTRACT FOR THE

HIBBARD PRESERVE TREE REMOVAL PROJECT

Contract Number: **022-043**

**VILLAGE OF WINNETKA
CONTRACT FOR THE
HIBBARD PRESERVE TREE REMOVAL PROJECT**

Contract Number: **022-043**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I The Work	1
1.1 Performance of the Work	1
1.2 Commencement and Completion Dates	2
1.3 Required Submittals	2
1.4 Review and Interpretation of Contract Provisions	3
1.5 Conditions at the Work Site; Record Drawings	3
1.6 Technical Ability to Perform.....	4
1.7 Financial Ability to Perform.....	4
1.8 Time.....	4
1.9 Safety at the Work Site.....	5
1.10 Cleanliness of the Work Site and Environs.....	5
1.11 Damage to the Work, the Work Site, and Other Property.....	5
1.12 Subcontractors and Suppliers	6
1.13 Simultaneous Work By Others	6
1.14 Occupancy Prior to Final Payment.....	6
1.15 Owner's Right to Terminate or Suspend Work for Convenience	6
 ARTICLE II Changes And Delays.....	 7
2.1 Changes	7
2.2 Delays	7
 ARTICLE III Contractor's Responsibility For Defective Work.....	 8
3.1 Inspection; Testing; Correction of Defects.....	8
3.2 Warranty of Work.....	8
3.3 Owner's Right to Correct	9
 ARTICLE IV Financial Assurances.....	 9
4.1 Bonds.....	9
4.2 Insurance.....	9
4.3 Indemnification.....	10

ARTICLE V	Payment	10
5.1	Contract Price	10
5.2	Taxes and Benefits	10
5.3	Progress Payments.....	10
5.4	Final Acceptance and Final Payment	11
5.5	Liens	11
5.6	Deductions	12
ARTICLE VI	Disputes And Remedies	13
6.1	Dispute Resolution Procedure	13
6.2	Contractor's Remedies	13
6.3	Owner's Remedies.....	13
6.4	Owner's Special Remedy for Delay	15
6.5	Terminations and Suspensions Deemed for Convenience	15
ARTICLE VII	Legal Relationships And Requirements	15
7.1	Binding Effect	15
7.2	Relationship of the Parties.....	15
7.3	No Collusion/Prohibited Interests	15
7.4	Assignment	16
7.5	Confidential Information	16
7.6	No Waiver	16
7.7	No Third Party Beneficiaries.....	17
7.8	Notices	17
7.9	Governing Laws	17
7.10	Changes in Laws.....	18
7.11	Compliance with Laws	18
7.12	Compliance with Patents	19
7.13	Time.....	19
7.14	Severability	19
7.15	Entire Agreement.....	20
7.16	Amendments	20

Contractor's Certification

Attachment A:	Supplemental Schedule of Contract Terms
Attachment B:	Specifications
Attachment C:	List of Drawings

**VILLAGE OF WINNETKA
CONTRACT FOR THE
HIBBARD PRESERVE TREE REMOVAL PROJECT**

Contract Number: **022-043**

In consideration of the mutual promises set forth below, the Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois, 60093, an Illinois municipal corporation (“*Owner*”), and ***Homer Tree Service, Inc., 16464 West 143rd Street, Lockport, Illinois 60441, a corporation*** (“*Contractor*”), make this Contract as of _____, 20____, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “*Work*”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, and the drawings identified in the list attached hereto as Attachment C.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information required by Section 01 33 00, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide complete sets for each Required Submittal as detailed in Section 01 33 00.

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours.

Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work

performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to “Contractor” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor’s duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor’s provision, performance, or completion of the Work.

1.15 Owner’s Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or

pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened

by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, representatives, Engineer, and the Additional Insureds against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner, Engineer, and the Additional Insureds.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set

forth in Attachment A (the “*Contract Price*”), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A (“*Progress Payments*”).

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner (“*Pay Request*”). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor’s certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor’s certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner’s obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection (“*Notice of Completion*”). Contractor’s Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“*Punch List Work*”).

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner and Engineer of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner and Engineer arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner or Engineer, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement,

direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or

recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS**

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner or Engineer to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner or Engineer, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner or Engineer may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

CONTRACT

Notices and communications to Owner must be addressed to, and delivered at, the following address:

Winnetka Engineering Department
1390 Willow Road
Winnetka, IL 60093
Attention: James Bernahl, P.E.
Director of Engineering

with a copy to:

Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

with a copy to:

Strand Associates, Inc.
1170 South Houbolt Road
Joliet, Illinois 60431
Attention: Mike Waldron

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

Homer Tree Service, Inc.
16464 West 143rd Street
Lockport, IL 60441

with a copy to:

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is 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 Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is 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 Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

CONTRACT

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

Village of Winnetka

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

[name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR’S CERTIFICATION

[contractor’s executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) 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.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “*Patriot Act*”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20__.

[name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

Notary Public

(SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] _____

as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] _____

_____, organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois, as the obligee (hereinafter called the "Owner"), in the full and just sum of [insert full contract price here:] \$ _____ for the payment of which sum of money well and truly to be made, the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated [insert contract date here:] _____, 202__, with the Owner titled [insert contract title here:] _____ (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the Contractor under the contract, including but not limited to the Contractor's obligations under the Contract, (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for [insert general description of the Work here:] _____

_____; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith ***[except as otherwise expressly provided in the Attachment ____ of the Contract]***; (3) to procure and furnish all bonds, certificates, and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of the Work enter into and become

component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of the Surety under this bond in the event of the Contractor's default be greater than the obligations of the Contractor under the Contract in the absence of the Contractor default.

In the event of a default or defaults by the Contractor, the Owner shall have the right to take over and complete the Contract on 30 calendar days' written notice to the Surety, in which event the Surety shall pay the Owner all costs incurred by the Owner in taking over and completing the Contract.

At its option, the Owner may instead request that the Surety take over and complete the Contract, in which event the Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days after the date on which the Owner notifies the Surety that the Owner wants the Surety to take over and complete the Contract.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this ____ day of _____ 20__.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

By: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

By: _____

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] _____

as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] _____

_____, organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois, as the obligee (hereinafter called the "Owner"), for the use and benefit of itself and of claimants as hereinafter defined (the "Claimants") in the full and just sum of \$ _____ to be paid to the Owner or the Claimants, or the Owner's or the Claimant's assigns, to which payment well and truly to be made the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated [insert contract date here:] _____, 2022, with the Owner "Village of Winnetka – [name of contract]" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall promptly pay or cause to be paid all sums of money that may be due to any Claimant with respect to the Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the construction of storm sewer pipe and structures and street pavement reconstruction and complete restoration; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith, except as otherwise expressly provided in Attachment A to the Contract; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a Claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor to provide, perform, or complete any part of the Work.

The Contractor and the Surety hereby jointly and severally agree that every Claimant that has not had all just claims for the furnishing of any part of the Work paid in full, including without limitation all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of that Claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due that Claimant, and may have execution therein; provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 of the Illinois Compiled Statutes shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

The Contractor and the Surety hereby jointly agree that the Owner may sue on this bond if the Owner is held liable to, or voluntarily agrees to pay, any Claimant directly, but nothing in this bond shall create any duty on the part of the Owner to pay any Claimant.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of the Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Signed and sealed this _____ day of _____, 2022.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

By: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

By: _____

**VILLAGE OF WINNETKA
CONTRACT FOR THE
HIBBARD PRESERVE TREE REMOVAL PROJECT**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The work consists of approximately 15.4 acres of tree removal in the Forest Preserve District of Cook County's Hibbard Preserve, located northwest of the intersection of Hibbard Road and Winnetka Road.

2. Work Site:

The work is located at the Hibbard Preserve, northwest of the intersection of Hibbard Road and Winnetka Road in Winnetka, Illinois.

3. Engineer:

Strand Associates, Inc, of Joliet, Illinois, or such additional or different Person as Owner may from time to time designate in writing to perform any and all functions of Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

4. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:

U.S. Army Corps of Engineers permit

Forest Preserve District of Cook County

5. Commencement Date:

☐

the date of execution of the Contract by Owner.

☐

_____ days after execution of the Contract by Owner.

☐

_____, 20____

6. Completion Date:

Bidder agrees that the Work will be substantially complete, as defined in Section 01 11 00–Summary of Work, on or before December 31, 2022, and will be completed and ready for final payment on or before February 17, 2023.

7. Insurance Coverage:**A. Worker’s Compensation and Employer’s Liability with limits not less than:**

- (1) Worker’s Compensation: Statutory;
- (2) Employer’s Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than:

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.

- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.

- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.
- F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.



- G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$_____.

- H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

Comprehensive General Liability
 Comprehensive Motor Vehicle Liability
 Builder's Risk Insurance
 Owner's and Contractor's Protective Liability Insurance
 Umbrella Policy

The Additional Insured endorsement must identify Owner as follows:

The Village of Winnetka and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

- I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
Forest Preserve District of Cook County	Comprehensive General Liability
Strand Associates, Inc.	Comprehensive Motor Vehicle Liability
	Umbrella Policy

8. **Contract Price:**

SCHEDULE OF PRICES

X A. **UNIT PRICE CONTRACT**

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment A, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

Item No.	Unit Price Item	Unit	Approximate Number of Units	Price Per Unit	Extension
1	Temporary Construction Fence	LF	9,075	\$6.00	\$54,450
2	Clearing, Grubbing, Tree Removal, and Tree Pruning	LSUM	1	\$154,340	\$154,340
3	Construction Layout and Staking	LSUM	1	\$23,650	\$23,650

TOTAL CONTRACT PRICE (*write in numbers only*):

\$ 232,440.00

- B. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

9. Progress Payments:

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.
- B. Value of Work. The Value of the Work will be determined as follows:
- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

10. **Per Diem Administrative Charge:**

☐

\$ _____

☐

No Charge.

11. Standard Specifications:

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

- ☒ "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)
- ☒ "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)
- ☒ "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's Village Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

**VILLAGE OF WINNETKA
CONTRACT FOR THE
HIBBARD PRESERVE TREE REMOVAL PROJECT**

ATTACHMENT B

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

VILLAGE OF WINNETKA
WINNETKA, ILLINOIS
HIBBARD PRESERVE TREE REMOVAL PROJECT
CONTRACT 022-043



10/3/22

EXP 11/30/23

Prepared by:

STRAND ASSOCIATES, INC.®
IDFPR No. 184-001273
1170 South Houbolt Road
Joliet, IL 60431
www.strand.com

Issued for Bid
October 11, 2022



SECTION 00 01 10

TABLE OF CONTENTS

VILLAGE OF WINNETKA
WINNETKA, ILLINOIS
HIBBARD PRESERVE TREE REMOVAL PROJECT
CONTRACT 022-043

Pages
Through

SPECIFICATIONS

DIVISION 01-GENERAL REQUIREMENTS

SUMMARY OF WORK	01 11 00- 5
CONTRACT CONSIDERATIONS.....	01 29 00- 1
COORDINATION, FIELD ENGINEERING, AND MEETINGS	01 31 00- 4
SUBMITTALS	01 33 00- 5
REGULATORY REQUIREMENTS.....	01 41 00- 2
REFERENCE STANDARDS AND DEFINITIONS	01 42 00- 6
QUALITY CONTROL.....	01 45 00- 2
TEMPORARY FACILITIES	01 50 00- 4
TEMPORARY CONTROLS	01 57 00- 3
MATERIALS AND EQUIPMENT	01 60 00- 4
CONTRACT CLOSEOUT	01 77 00- 3
WAGE RATES.....	W-7

DIVISION 02-EXISTING CONDITIONS

DEMOLITION	02 41 00- 4
------------------	-------------

DIVISION 31-EARTHWORK

CLEARING AND GRUBBING	31 10 00- 3
DEWATERING	31 23 19- 3
SLOPE PROTECTION AND EROSION CONTROL	31 25 00- 7
GEOTEXTILES.....	31 32 19- 1
RIPRAP	31 37 00- 1

DIVISION 32-EXTERIOR IMPROVEMENTS

CHAIN LINK FENCE	32 31 13- 6
------------------------	-------------

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

PART 1–GENERAL

1.01 DIVISION ONE

- A. The requirements of Division 01 apply to all sections of the Contract.

1.02 PROJECT SCOPE

- A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified.

1.03 CONTRACT DOCUMENTS–INTENT AND USE

- A. Intent of Documents:
 - 1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
 - 2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
 - 3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
 - 4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
 - 5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.
- B. Use of Documents:
 - 1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
 - 2. CONTRACTOR shall use all of the Project Drawings and Specifications:
 - a. For a complete understanding of the Project.
 - b. To determine the type of construction and systems required.
 - c. For coordination with other contractors.
 - d. To determine what other work may be involved in various parts or phases.
 - e. To anticipate and notify others when work by others will be required.
 - f. And all other relevant matters related to the project.

3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.04 CONSTRUCTION REQUIREMENTS

- A. Commencement of site preparation and tree removal shall not take place prior to November 15, 2022.
- B. Substantial Completion is defined as all trees having been completely cut down in the Hibbard Preserve. All trees and underbrush designated for removal shall be removed from the Hibbard Preserve prior to Final Completion.
- C. General Information and Requirements:
 1. Currently, the Village of Winnetka operates the pumping station at Winnetka Road and the Skokie River. This is a fully automated station with four electric pumps.
 2. Operation of any temporary stormwater pumping equipment will be the responsibility of CONTRACTOR. CONTRACTOR shall provide all temporary piping, bypass piping, grading, and other temporary measures required to maintain the operation and to complete the Work.
 3. It shall be the responsibility of CONTRACTOR to not in any way impair the normal operation of existing facilities and utilities, regardless of the work underway. In general, this requires that new facilities and utilities be complete and ready for service or that temporary facilities and utilities be provided prior to removing existing units from service for modification or repair. CONTRACTOR shall provide all temporary piping, bypass pumping, and temporary construction required to complete the Work.
 4. Operation of existing facilities and utilities will be the responsibility of OWNER. CONTRACTOR shall cooperate with OWNER's staff at all times. A minimum of 72 hours prior to making any process or electrical connections to existing facilities or modification or demolition of existing facilities, CONTRACTOR shall notify OWNER in writing. At the time of notification, CONTRACTOR shall submit a schedule for completion of the Work, including a description of measures that will be taken to minimize the impact to existing facilities.
 5. Access: CONTRACTOR shall maintain roadways open at all times, in accordance with the maintenance of traffic plan, to meet OWNER's requirements, including access for Hibbard Preserve. CONTRACTOR shall be responsible for maintaining roadways in drivable condition, including placement of temporary stone and gravel and providing drainage as necessary. All Village-owned roadways shall be cleaned of construction site materials, soil, and debris as necessary.

1.05 CONTRACTOR USE OF SITE

- A. General:
 1. The "area of the site" referred to in these Specifications shall be as shown on the Drawings. If the "area of the site" is not shown, OWNER's property lines, the Project right-of-way and/or any easements obtained for the Project shall be considered the "area of the site."
 2. Construction activities shall be confined within the "area of the site" limits.
 3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.

4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work, to the conditions which previously existed.
5. Work in occupied spaces shall be restricted to specified Work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with OWNER.

B. Parking and Deliveries:

1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER.
3. Access to the site for delivery of construction material or equipment shall be at locations shown on the Drawings.

1.06 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

- A. Interruption of existing services and systems including water, sanitary, lighting and power, signal and security systems, and similar work shall be kept to an absolute minimum and shall be limited to times approved by OWNER.
- B. If deemed necessary by OWNER, such work shall be accomplished after OWNER's normal office hours.
- C. Work shall not commence until all labor, materials, and equipment are available so Work can continue without interruption or delay.
- D. Should uncharted or incorrectly charted services or Underground Facilities be encountered during installation, notify OWNER and consult with utility owner immediately.
- E. Cooperate with OWNER and utility companies in keeping respective services and Underground Facilities in operation and repair any damage.
- F. CONTRACTOR shall not interrupt existing services and Underground Facilities occupied and used by OWNER or others, except when permitted in writing by OWNER.
- G. Any accidental interruption of services and Underground Facilities shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.
- H. Prior to any excavation, demolition, or drilling on site, CONTRACTOR shall contact owners of the Underground Facilities in and near the construction area of the intent to excavate, demolish, or drill. As part of this notification requirement, CONTRACTOR shall contact "JULIE" (811 or 1-800-892-0123). CONTRACTOR shall be aware that not all owners participate in "JULIE." A call to this agency shall not absolve CONTRACTOR of the requirements for contacting owners of all Underground Facilities in and near the construction area. CONTRACTOR shall give reasonable advance notice to "JULIE" and other owners for the notification which shall not be less than the minimum advance notification required.
- I. Locations and elevations of services and Underground Facilities as shown on the Drawings are approximate. It shall be CONTRACTOR's responsibility to determine their exact location

when in their vicinity. To this end, CONTRACTOR shall proceed with caution in the excavation and preparation of the Site so the exact location of services and Underground Facilities can be determined. CONTRACTOR shall include in the Contract Price any costs for temporary or permanent relocations of such services and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.

- J. Where potential grade conflicts might occur with existing services and Underground Facilities, CONTRACTOR shall uncover such services and Underground Facilities sufficiently in advance of construction so that elevations may be determined to allow any necessary adjustments to be made.
- K. CONTRACTOR shall coordinate with overhead utility companies prior to the Work. CONTRACTOR shall provide all necessary temporary and permanent support relocation or temporary and permanent restraint to maintain overhead utilities in service.
- L. CONTRACTOR shall keep an accurate and complete record of all such services and Underground Facilities encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.
- M. CONTRACTOR shall inspect all services and Underground Facilities for condition and soundness. Unsound conditions shall be reported to OWNER immediately after exposing. CONTRACTOR shall not proceed with the Work until the service or facility owner has been notified. Service or facility owner shall then be given time to inspect and correct, if required, the service or Underground Facility. CONTRACTOR may make claim under the provisions of Article 2 of the Contract should CONTRACTOR feel a price or time adjustment is justified.
- N. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing services and Underground Facility encountered shall be paid for by CONTRACTOR.
- O. Whenever ENGINEER feels it is necessary to explore and excavate to determine the location of existing services and Underground Facilities, CONTRACTOR shall make explorations and excavations for such purposes. If CONTRACTOR is required to perform additional Work in making the explorations and excavations, extra compensation will be allowed as provided for in the Contract.

1.07 PROTECTION OF WORK AND IMPROVEMENTS

- A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.
- B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.
- C. CONTRACTOR shall keep property, existing improvements, and the Work including structures, mains, fittings, and accessories free from dirt and foreign matter at all times.
- D. CONTRACTOR shall provide temporary plugging of openings, holes, and pipe ends that are existing or that CONTRACTOR has installed.

- E. Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.
- F. CONTRACTOR is cautioned that existing public and private streets, alleyways, and roads may not hold up to typical construction traffic or activities. CONTRACTOR shall repair or replace streets, alleyways, roads, and shoulders damaged by its construction activities to their original condition at CONTRACTOR's expense.

1.08 AVAILABILITY OF LANDS

- A. Easements were obtained for this Project. CONTRACTOR shall confine its operations, equipment and storage areas to the easements, lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to OWNER.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 29 00

CONTRACT CONSIDERATIONS

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: Measurement and Payment–Unit Prices.

1.02 MEASUREMENT AND PAYMENT–UNIT PRICES

- A. Measurement methods are delineated in the individual Specification sections.
- B. CONTRACTOR shall take measurements and compute quantities. ENGINEER will check measurements and quantities.
- C. Incidental Items of Work: Any items of Work shown on the Drawings or called for in the Specifications, but not included in the Bid Form, shall be considered incidental items of Work. The cost of incidental items of Work shall be included in the prices bid for adjacent Work.

1.03 MOBILIZATION

- A. Mobilization shall be in accordance with Section 671 of the Standard Specifications. Mobilization will be limited to 2 percent of the original Contract amount.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 31 00

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Coordination.
 - 2. Field engineering.
 - 3. Progress meetings.
 - 4. Preconstruction video.

1.02 COORDINATION

- A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to provide an efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later. See Section 01 11 00—Summary of Work for specific construction sequence.
- B. CONTRACTOR shall verify utility requirements and characteristics of operating equipment are compatible with building utilities and coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
- C. CONTRACTOR shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on the Drawings and shall follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion and for portions of Work designated for OWNER's occupancy.
- E. After OWNER occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER's activities.

1.03 FIELD ENGINEERING

- A. CONTRACTOR shall locate and protect property stakes, legal survey monuments, benchmarks, and survey control and reference points. CONTRACTOR shall pay for replacement of disturbed property stakes and legal survey monuments by a Registered Land Surveyor acceptable to OWNER and for replacement of benchmarks and survey control and reference points provided by ENGINEER.
- B. CONTRACTOR shall provide field engineering services as required to establish elevations, lines, and levels utilizing recognized engineering survey practices.

- C. CONTRACTOR shall furnish all required plummets and graduated poles to check all Work.
- D. If stakes and boards have to be reset because of negligence of CONTRACTOR, CONTRACTOR shall bear the cost of such work.
- E. If laser beam is used, CONTRACTOR shall check its Work against intermediate grade stakes provided between manholes. Prior to initial use of the laser, CONTRACTOR shall set up laser on ground surface and check line and gradient controls. Lasers not functioning properly shall be immediately removed.
- F. If existing property stakes not within the limits of the trench are removed or damaged by CONTRACTOR, CONTRACTOR shall bear the cost of replacement. Replacement shall be made by a legal survey performed by a licensed Land Surveyor hired by OWNER. Cost for survey shall be deducted from the Contract Price.
- G. CONTRACTOR shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by CONTRACTOR under the Contract. CONTRACTOR must exercise proper precaution to verify figures before laying out the Work and will be held responsible for any error resulting from its failure to exercise such precaution.

1.04 PROGRESS MEETINGS

- A. Progress meetings will be held throughout progress of the Work at intervals agreed to by OWNER, ENGINEER, and CONTRACTOR. Interval will generally be biweekly.
- B. CONTRACTOR's project manager, job superintendent, major subcontractors, and suppliers shall attend as appropriate to address agenda topics for each meeting. CONTRACTOR's representatives shall have authority to bind CONTRACTOR to decisions at the meetings.
- C. The project schedule shall be updated monthly and shall be reviewed at each progress meeting.
- D. CONTRACTOR shall also provide the following information in written form at each meeting.
 - 1. Construction progress, including:
 - a. Activities completed this reporting period.
 - b. Activities in progress this reporting period.
 - c. Activities scheduled to commence this reporting period.
 - 2. Description of problem areas.
 - 3. Current and anticipated delays.
 - a. Cause of the delay.
 - b. Corrective action and schedule adjustments to correct the delay.
 - c. Impact of the delay on other activities, on milestones, and on completion dates.
 - 4. Changes in construction sequence.
- E. ENGINEER will prepare and distribute minutes to all attending parties.

1.05 PRECONSTRUCTION VIDEO

- A. Prior to mobilization at the site, CONTRACTOR shall furnish to ENGINEER a high-resolution color audio-video recording of all planned construction areas, including but not limited to

streets, driveways, sidewalks, curbs, fencing, visible utilities, retaining structures, and adjacent building structures. The purpose of the video is to document existing conditions and to provide a fair measure of required restoration. Care should be taken to record all existing conditions that exhibit deterioration, imperfections, structural failures, or situations that would be considered substandard.

- B. The video recording shall be performed by a professional firm specializing in audio-video work. The videos shall be high quality, color, and high-resolution. The video shall be provided in a digitized format that is supported by Window Media Player. The videos shall be provided via DVD, thumb drive, or other media requested by OWNER. Temporary lighting shall be provided as necessary to properly video areas where natural lighting is insufficient (indoors, shadows, etc.). The videos shall include an audio soundtrack, to provide the following information.
 - 1. Detailed description of location being viewed referenced to Contract Drawings (i.e., station number, building designation, pipeline route, etc.).
 - 2. Direction (N, S, E, W, looking up, looking down, etc.) of camera view.
 - 3. Date, time, temperature, and environmental conditions at time of video.
- C. Video recording shall not be performed during inclement weather or when the ground is covered partially or totally with snow, ice, leaves, etc.
- D. As many videos as are necessary to satisfy the requirements of this section shall be prepared. The original videos shall be submitted to ENGINEER accompanied by a detailed log of the contents of each video. The log should include location descriptions to facilitate the quick location of information contained in the videos. The videos will be maintained by ENGINEER during construction and may be viewed at any time by CONTRACTOR upon request. Upon final acceptance, the videos will become permanent property of OWNER.
- E. All costs associated with this shall be paid for at the Lump Sum Bid for Preconstruction Video.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
 - 2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
 - 3. The type of submittal requirements specified in this section include construction progress schedule, submittal schedule, shop drawings, product data, samples, maintenance manuals, and other miscellaneous work-related submittals.
- B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section. Submittals shall conform to the requirements specified herein.
- C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to ENGINEER for review.

1.02 IDENTIFICATION OF SUBMITTALS

- A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
 - 1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
 - 2. Name and location of project and identification number.
 - 3. Drawing number and specifications section number to which the submittal applies.
 - 4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

- A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

- A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.

- B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.
- C. Shop drawings of concrete facing patterns shall be submitted for each area of textured concrete. Shop drawing submittals shall include:
 - 1. Individual form liner pattern descriptions, dimensions, and sequencing of form liner sections. Include details showing typical cross sections, joints, corners, step footings, stone relief, stone size, pitch/working line, mortar joint and bed depths, join locations, edge treatments, and any other special conditions.
 - 2. Elevation views of the form liner panel layouts for the texture showing the full length and height of the structures including the footings with each form liner panel outlined. The arrangement of the form liner panels shall provide a continuous pattern of desired textures and colors with no interruption of the pattern made at the panel joints.

1.05 CONSTRUCTION PROGRESS AND SUBMITTAL SCHEDULES

- A. Submit preliminary schedules within 10 days of the Commencement Date.
- B. Revise schedules incorporating any comments provided at the schedule review conference and resubmit.
- C. As a minimum, the construction progress schedule shall consist of a horizontal bar chart with a separate line for each major portion of Work or operation, identifying first workday of each week.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration for each activity. Identify activities that are on the critical path.
- E. Include line items for milestones (if any), Substantial, and Final Completion.
- F. Submit updated schedules with each Application for Payment, identifying changes since previous version.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

- A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.
- B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

- C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR in accordance with Article 1 of the Contract before transmittal to ENGINEER for review and approval.
- D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 50% completion of the Work. Applications for payment beyond 50% of the Contract amount will not be recommended for payment until all shop drawings are submitted, including the required hard copies, or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.
- E. CONTRACTOR shall submit shop drawings following the electronic submittal procedure described below. If electronic submittal is impossible, CONTRACTOR may request ENGINEER to review hard copy submittals on a limited basis. ENGINEER may request to review hard copy submittals on a limited basis for submittals that are over 100 pages in length. If ENGINEER agrees to or requests hard copy submittal review, CONTRACTOR shall submit six color copies of shop drawings and descriptive data to ENGINEER for approval. Three copies of these will be returned to CONTRACTOR if approved. If shop drawings are not approved or if they are stamped "Approved as Noted-Resubmit," two corrected copies will be returned to CONTRACTOR for use in resubmittal. If CONTRACTOR desires more than three approved copies, submitted quantity shall be increased accordingly.
- F. Shop drawings shall be submitted in 3-tab report covers, binder clips, or large envelopes.
- G. Shop drawings submitted to ENGINEER will be reviewed and stamped "Approved," "Approved as Noted," "Approved as Noted-Resubmit," or "Not Approved." CONTRACTOR shall resubmit the above number of corrected shop drawings for all shop drawings stamped "Approved as Noted-Resubmit" and "Not Approved" and will continue this process until shop drawings are stamped "Approved" or "Approved as Noted." If drawings are stamped "Approved as Noted-Resubmit," fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."
- H. If shop drawings are stamped "Approved as Noted" or "Approved as Noted-Resubmit" and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR's position.
- I. All shop drawings used for construction site activities shall bear the "Approved" or "Approved as Noted" stamp of ENGINEER.
- J. Arrangements may be made between CONTRACTOR and ENGINEER to provide additional copies of "Approved" shop drawings for field activity purposes.
- K. PDF Submittal Procedures:
 - 1. Summary:
 - a. Shop drawing and product data submittals shall be transmitted to ENGINEER in electronic (PDF) format.
 - b. The intent of PDF submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
 - c. The PDF submittal process is not intended for color samples, color charts, or physical material samples.
 - 2. Procedures:

- a. CONTRACTOR shall review and apply a stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.
- b. CONTRACTOR shall transmit each cover letter and submittal to ENGINEER as an e-mail attachment.
- c. ENGINEER will return the reviewed shop drawing via e-mail with a transmittal letter, after review, indicating the status of the shop drawing review.
- d. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of CONTRACTOR.
- e. Electronically submitted shop drawings shall follow the following format:
 - (1) All files shall be delivered in PDF format with a minimum resolution of 300 dpi unless otherwise requested by ENGINEER. Scanned in material shall be scanned in color and any markings by CONTRACTOR shall be made in red. Pages shall be rotated to the appropriate position for easy reading on a computer monitor such that the majority of text is vertical.
 - (2) Files shall be delivered without security features activated.
 - (3) Shop Drawings shall be uploaded as individual files. Files combined into a zip drive are not acceptable. All pages of one submittal should be contained in one file.
 - (4) The file shall open to a cover page containing, at a minimum, the following information:
 - (a) CONTRACTOR's stamp.
 - (b) Name, e-mail, and telephone number of the individual who may be contacted for further information.
 - (c) Project number.
 - (d) Submittal number.
 - (e) Submission date, if resubmittal, all previous submission dates.
 - (f) Index detailing contents and the total number of pages in the submittal.
- f. Once a shop drawing has been "Approved" or "Approved as Noted," CONTRACTOR shall provide three hard color copies of the "Approved" or "Approved as Noted," shop drawings to ENGINEER. CONTRACTOR is responsible for the hard copy color replication of ENGINEER's "Approved" or "Approved as Noted," shop drawings for use by CONTRACTOR. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.

L. Shop drawings shall include verification that the item meets applicable codes and standards.

1.07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by ENGINEER.
- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings or data and resubmit as specified for initial submittal.
 - 2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.
- C. CONTRACTOR shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. ENGINEER will record ENGINEER's time for review subsequent submittals of shop drawings, samples,

or other items required for approval and CONTRACTOR shall reimburse OWNER and ENGINEER's charges for such time.

- D. In the event that CONTRACTOR requests a substitution for previously approved item, CONTRACTOR shall reimburse OWNER for ENGINEER's charges for its review time unless the need for such change is beyond control of CONTRACTOR.

1.08 "OR EQUALS" AND SUBSTITUTES

- A. Unless the specifications or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by the words reading that no like, equivalent, "or equal", or no substitution is permitted, CONTRACTOR may request that ENGINEER authorize the use of other items of equipment or material. The request must be written and follow all requirements for submittals as described herein.
- B. In the event that CONTRACTOR requests an "or equal" or a substitution for an item of equipment or material, CONTRACTOR shall reimburse OWNER for ENGINEER's charges for its review time, whether or not ENGINEER approves the substitution.
- C. ENGINEER's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. OSHA requirements.
 - 2. 35 Ill. Adm. Code 1100.
 - 3. Roadway limits.
 - 4. Permits.
 - 5. Wage rates.

1.02 OSHA REQUIREMENTS

- A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the "Occupational Safety and Health Act."

1.03 35 ILL. ADM. CODE 1100

- A. CONTRACTOR shall comply with 35 Ill. Adm. Code 1100 when disposing of clean construction or demolition debris (CCDD) or uncontaminated soil at a CCDD or uncontaminated soil fill operation.

1.04 ROADWAY LIMITS

- A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

1.05 PERMITS

- A. The following permits will be obtained by OWNER and provided to CONTRACTOR:
 - 1. Illinois Department of Natural Resources, Office of Water Resources Individual Permit.
 - 2. National Pollutant Discharge Elimination System IL-40 Permit.
 - 3. United States Army Corps of Engineers Individual Permit.
- B. They will be provided to the awarded CONTRACTOR. CONTRACTOR shall comply with all provisions of these permits and shall be responsible for notifications as required by these permits. CONTRACTOR shall obtain all other permits required for the Work. Where the requirements of any permit is more restrictive than the Drawings or the Specifications, the permit requirements shall govern.
- C. Any permits required for dewatering operations shall be obtained and paid for by CONTRACTOR.
- D. In accordance with the Illinois Department of Natural Resources, Office of Water Resources Individual Permit, CONTRACTOR shall take all care to avoid the Marsh Speedwell plant. If avoidance is not possible, CONTRACTOR shall undertake seed collection and planting,

translocation, and surface soil conservation measures to help promote the continued existence of this plant in the area.

1.06 WAGE RATES

- A. CONTRACTOR and any subcontractor shall pay all laborers, workers, and mechanics performing work under the Contract not less than the prevailing wage rates adopted by OWNER or determined by the court on review and filed with the Secretary of State in Springfield. A copy of the Schedule of Prevailing Wage Rates is attached hereto.
- B. CONTRACTOR shall keep or cause to be kept a record of employees and wages paid as required by the Prevailing Wage Act (820 ILCS 130/1-12). CONTRACTOR shall also require each subcontractor employed on the project to keep these same records. In accordance with Illinois Public Act 94-0515, CONTRACTOR shall submit certified payroll records on a monthly basis to OWNER, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that CONTRACTOR is aware that filing records he or she knows to be false is a Class B misdemeanor.
- C. The certified payroll records shall include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day.
- D. If at the time this Contract is executed, or if during the term of this Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570, as two consecutive months of unemployment exceeding 5%, CONTRACTOR agrees to employ a work force that is comprised of at least 90% Illinois laborers. An "Illinois laborer" is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.
- E. See Wage Rate Forms bound at the end of Division 01.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 42 00

REFERENCE STANDARDS AND DEFINITIONS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Reference Standards:
 - a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
 - b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
 - c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to ENGINEER all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.
 - 2. Definitions:
 - a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
 - b. Certain terms used in the Contract Documents are defined generally in this section to supplement definitions of the Agreement, Contract, and other general contract documents.
 - c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.
- B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Familiarity with Pertinent Codes and Standards:
 - 1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
 - 2. When required by individual sections of these specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.
- B. Overlapping or Conflicting Requirements:
 - 1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different

or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

- A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith.
- B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
- C. Nonreference standards are hereby defined to have no particular applicability to the Work except as a general measurement of whether the Work complies with standards recognized in the construction industry.
- D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA Aluminum Association
1525 Wilson Boulevard, Arlington, VA 22209
2. AAMA American Architectural Manufacturer's Association
1827 Walden Office Square Suite 550, Schaumburg, IL 60173-4268
3. AASHTO American Association of State Highway & Transportation Officials
444 North Capitol Street NW Suite 249, Washington, DC 20001
4. ACI American Concrete Institute
38800 Country Club Drive, Farmington Hills, MI 48331-3439
5. AI Asphalt Institute
2696 Research Park Drive, Lexington, KY 40511-8480
6. AISC American Institute of Steel Construction
One East Wacker Drive Suite 700, Chicago, IL 60601-1802
7. AISI American Iron and Steel Institute
25 Massachusetts Avenue NW Suite 800, Washington, DC 20001
8. ANSI American National Standards Institute
25 West 43rd Street, New York, NY 10036

9. APA American Plywood Association
7011 South 19th, Tacoma, WA 98466-5333
10. API American Petroleum Institute
1220 L Street NW, Washington, DC 20005-4070
11. ARI Air-Conditioning & Refrigeration Institute
4100 North Fairfax Drive Suite 200, Arlington, VA 22203
12. ASHRAE American Society of Heating, Refrigerating, and Air Conditioning Engineers
1791 Tullie Circle NE, Atlanta, GA 30329
13. ASME American Society of Mechanical Engineers
Two Park Avenue, New York, NY 10016-5990
14. ASSE American Society of Sanitary Engineering
901 Canterbury Suite A, Westlake, OH 44145
15. ASTM ASTM International
100 Barr Harbor Drive, West Conshohocken, PA 19428-2959
16. AWI Architectural Woodwork Institute
46179 Westlake Drive Suite 120, Potomac Falls, VA 20165-5874
17. AWWA American Water Works Association
6666 West Quincy Avenue, Denver, CO 80235
18. AWS American Welding Society
8669 Doral Boulevard Suite 130, Doral, FL 33166
19. AWWA American Water Works Association
6666 West Quincy Avenue, Denver, CO 80235
20. BHMA Builder's Hardware Manufacturers Association
355 Lexington Avenue 15th floor, New York, NY 10017
21. BIA Brick Industry Association
1850 Centennial Park Drive Suite 301, Reston, VA 20191
22. CRSI Concrete Reinforcing Steel Institute
9333 North Plum Grove Road, Schaumburg, IL 60173
23. DOT U.S. Department of Transportation
1200 New Jersey Avenue, SE, Washington, DC 20590
24. EJMA Expansion Joint Manufacturers Association
25 North Broadway, Tarrytown, NY 10591

- 25. FM FM Global
FM Global Corporate Offices, 270 Central Avenue, Johnston, RI 02919

- 26. FTI Facing Tile Institute
Box 8880, Canton, OH 44711

- 27. GA Gypsum Association
6525 Belcrest Road Suite 480, Hyattsville, MD 20782

- 28. GANA Glass Association of North America
800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200

- 29. ICC International Code Council
500 New Jersey Avenue NW 6th Floor, Washington, DC 20001

- 30. IES Illuminating Engineering Society
120 Wall Street, Floor 17, New York, NY 10005-4001

- 31. MIL Military Specifications
Naval Publications and Forms Center
5801 Tabor Avenue, Philadelphia, PA 19120

- 32. NAAMM National Association of Architectural Metal Manufacturers
800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137

- 33. NCMA National Concrete Masonry Association
13750 Sunrise Valley Drive, Herndon, VA 20171-4662

- 34. NECA NECA
National Electrical Contractors Association
3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814

- 35. NEMA National Electrical Manufacturers Association
1300 North 17th Street Suite 1752, Rosslyn, VA 22209

- 36. NFPA National Fire Protection Association
1 Batterymarch Park, Quincy, MA 02169-7471

- 37. NIST National Institute of Standards and Technology
(U.S. Department of Commerce), 100 Bureau Drive, Stop 1070
Gaithersburg, MD 20899-1070

- 38. NRCA National Roofing Contractors Association
10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607

- 39. NSF National Sanitation Foundation International
P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140

- 40. OSHA Occupational Safety & Health Administration
200 Constitution Avenue NW, Washington, DC 20210
- 41. PCA Portland Cement Association
5420 Old Orchard Road, Skokie, IL 60077
- 42. PCI Prestressed Concrete Institute
200 West Adams Street Suite 2100, Chicago, IL 60606
- 43. SAE Society of Automotive Engineers
SAE World Headquarters
400 Commonwealth Drive, Warrendale, PA 15096-0001
- 44. SDI Steel Deck Institute
P.O. Box 25, Fox River Grove, IL 60021
- 45. SDI Steel Door Institute
30200 Detroit Road, Westlake, OH 44145-1987
- 46. SIGMA Sealed Insulating Glass Manufacturers Assoc.
401 North Michigan Avenue Suite 2400, Chicago, IL 60611
- 47. SJI Steel Joist Institute
234 Cheves Street, Florence, SC 29501
- 48. SMACNA Sheet Metal and Air Conditioning
Contractor's National Association
4201 Lafayette Center Drive, Chantilly, VA 20151-1219
- 49. SSPC Society for Protective Coatings
40 24th Street 6th Floor, Pittsburgh, PA 15222-4656
- 50. TCA Tile Council of America
100 Clemson Research Boulevard, Anderson, SC 29625
- 51. UL Underwriters Laboratories
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

- A. For OWNER's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

- A. Indicated:

1. The term “indicated” is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.
2. Where terms such as “shown,” “noted,” “scheduled,” and “specified” are used in lieu of “indicated,” it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.

- B. Approve (or Words of Similar Nature):
1. Where used in conjunction with ENGINEER's response to submittals, requests, applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term "approve" will be held to the limitation of ENGINEER's responsibilities and duties as specified in Article 3 of the Contract.
 2. In no case will "approval" by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.
- C. Minimum Requirements:
1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
 2. Actual work must comply with (or within specified tolerances) or exceed minimums.
 3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.
- D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1—GENERAL

1.01 SUMMARY

- A. Work Includes:
 - 1. Quality Assurance—Control of Installation.
 - 2. Tolerances.
 - 3. Manufacturers' Field Services and Reports.

1.02 QUALITY ASSURANCE—CONTROL OF INSTALLATION

- A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

- A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.
- B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections or when requested by ENGINEER, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.

- B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.
- C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Temporary utilities.
 - 2. Temporary stairs and access.
 - 3. Temporary support facilities.
 - 4. Construction sign.
 - 5. Removal of temporary facilities.
 - 6. Temporary stockpiling of excavated fill material storage area.
- B. CONTRACTOR shall arrange for and provide temporary facilities as required for proper and expeditious prosecution of the Work.
- C. CONTRACTOR shall pay all costs, except as otherwise specified, until final acceptance of the Work unless OWNER makes arrangements for use of completed portions of the Work after substantial completion in accordance with the provisions of the Contract.
- D. CONTRACTOR shall make all temporary connections to utilities and services in locations acceptable to OWNER and local authorities having appropriate jurisdiction.
 - 1. Furnish all necessary labor and materials.
 - 2. Make all installations in a manner subject to the acceptance of such authorities and OWNER.
 - 3. Maintain such connections.
 - 4. Remove temporary installation and connection when no longer required.
 - 5. Restore services and sources of supply to proper operating conditions.

1.02 TEMPORARY UTILITIES

- A. Temporary Toilets: CONTRACTOR shall provide and maintain sanitary temporary chemical toilets located where approved by OWNER and in sufficient number required for the work force employed by CONTRACTOR.
- B. Temporary Electrical Services:
 - 1. CONTRACTOR shall make all necessary arrangements, furnish, install, and maintain necessary temporary electrical services at the Site. Services shall be a minimum of 200 amperes, 1 phase, 3 wire, 120/240 volt temporary power and lighting system adequate for the construction of this Project and in accordance with OSHA Requirements for Construction Projects. Installation of the temporary power and lighting system is to begin upon notification to proceed and shall be installed and routed in a manner so as not to interfere with construction of the Project. CONTRACTOR shall remove all temporary services when Project is complete.
 - 2. The temporary light and power system shall include temporary service poles, metering facilities, driven ground, fused main disconnect switch, panelboards, branch circuits, outlets and lamps, and the maintenance thereof.

3. Construction areas, aisles, stairs, and ramps shall be illuminated to 5 fc. Construction shops, storerooms, mechanical, and electrical rooms shall be illuminated to 10 fc. Offices illuminated to 30 fc.
 4. Temporary lights shall be equipped with heavy-duty electric cords and lamp guards. They must not be suspended by the power supply cord unless it is designed for this use.
 5. Provide one general purpose, 20 ampere, 120 volt, single phase, grounding type receptacle outlet for every 1,000 feet of floor space and tank area. The maximum length of a 20 ampere, 120 volt lighting or power circuit shall not be greater than 200 feet from panelboard to farthest outlet. All single-phase receptacle outlet circuits shall have approved ground-fault circuit interrupter protection.
 6. All utility charges for installation of the temporary services shall be paid for by CONTRACTOR. All metering installation charges and all energy charges for electric current used for temporary lighting and power are to be paid by CONTRACTOR.
 7. No permanent electrical equipment or wiring shall be used without express written permission of OWNER. Such approval, if given, shall not affect guarantee period. If OWNER authorizes use of permanent service facilities, CONTRACTOR shall pay all metering costs until acceptance or occupancy (whichever occurs first) of building by OWNER.
- C. Weather Protection and Temporary Heat: CONTRACTOR shall provide weather protection to protect the Work from damage because of freezing, rain, snow, and other inclement weather.
- D. Temporary Water: CONTRACTOR shall supply its own water during construction. CONTRACTOR shall also provide its own piping, valves, and appurtenances for its requirements. Connection to the existing water system shall be coordinated with OWNER and shall meet all code requirements including disinfection and backflow prevention.
- E. Temporary Fire Protection: CONTRACTOR and Subcontractor(s) who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing-type, UL rating 2A-30BC, with 10-pound capacity for Class A, B, and C fires.
- F. CONTRACTOR's and Subcontractor(s)' personnel shall refrain from smoking during excavation, laying pipe, backfilling, and other work at the Site which may involve potential contact with explosive vapors or gasoline products.

1.03 TEMPORARY STAIRS AND ACCESS

- A. CONTRACTOR shall provide and maintain all equipment such as temporary stairs, ladders, ramps, runways, chutes, and so on as required for proper execution of the Work. CONTRACTOR shall be responsible for providing its own scaffolds, hoists, etc.
- B. All such apparatus, equipment, and construction shall meet all requirements of OSHA, the labor laws, and other applicable State and local laws. Provide stairs with handrails. As soon as possible and where applicable, permanent stairs shall be installed.
- C. As soon as permanent stairs are created, provide temporary protective treads, handrails, and shaft protection.

- D. Provide barricades at hazardous locations, complete with signs, temporary general lighting, warning lights, and similar devices as required.

1.04 TEMPORARY SUPPORT FACILITIES

- A. CONTRACTOR shall provide whatever facilities and services which may be needed to properly support primary construction process and meet compliance requirements and governing regulations.
- B. CONTRACTOR shall not use permanent facilities except as otherwise indicated, unless authorized by OWNER.

1.05 CONSTRUCTION SIGN

- A. Furnish and erect a construction sign to be maintained and kept in place until completion of the Contract.
- B. The sign shall be minimum 4 feet high by 8 feet wide, constructed by a professional sign painter, and shall show the name of the Project, OWNER, all prime contractors and ENGINEER. OWNER will select colors of paint required. General sign layout shall be as approved by OWNER.

1.06 REMOVAL OF TEMPORARY FACILITIES

- A. Remove temporary materials, equipment, services, and construction as soon as practicable but no later than just prior to final completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities and restore existing facilities used during construction to specified, or to original, condition.

1.07 TEMPORARY STOCKPILING OF EXCAVATED FILL MATERIAL STORAGE AREA

- A. If excavated fill materials are identified as requiring testing, CONTRACTOR shall furnish and maintain a storage area for the temporary stockpiling of excavated fill materials which are potentially hazardous and are undergoing testing per Section 31 23 00–Excavation, Fill, Backfill, and Grading. The storage area shall be located on Site where acceptable to OWNER. The area shall be lined with 20 mil thick (minimum) plastic sheeting to prevent migration of materials or leachate from the area. Surface runoff shall be directed around the area. Plastic sheeting (10 mil minimum thickness) shall be used as a cover to prevent precipitation from entering area. Seams for the plastic cover and liner shall be installed to provide a watertight system. CONTRACTOR shall provide sandbags or other ballast as required to secure the plastic sheeting. Stockpiled materials shall be stored such that solids or leachate from different areas of the Site do not mix. Costs to provide and install the temporary storage area and dismantling at the end of construction shall be included in the Cash Allowance Price for excavation and stockpiling of potentially hazardous materials (Section 31 23 00–Excavation, Fill, Backfill, and Grading).

PART 2–PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 57 00
TEMPORARY CONTROLS

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Dust Control.
 - 2. Water, Erosion, and Sediment Control.
 - 3. Noise Control.
 - 4. Traffic Control.
 - 5. Site Security.
 - 6. Daily Cleanup.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 DUST CONTROL

- A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations.
- B. CONTRACTOR shall provide positive means to prevent airborne dust from dispersing into atmosphere.
- C. CONTRACTOR shall provide partitions, enclosures, etc., within buildings as necessary to confine dust and protect adjacent areas.

3.02 WATER, EROSION, AND SEDIMENT CONTROL

- A. CONTRACTOR shall grade site to drain and shall maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. CONTRACTOR shall protect Site from puddling or running water.
- C. CONTRACTOR shall provide erosion control measures as necessary to control discharge of sediment laden water to surface waters and wetlands.
- D. Except as provided for in the document, overland discharge of water from dewatering operations shall not be allowed. Depending on water quality, such water shall either be piped directly to the surface water or shall be directed to sedimentation basins or other such structures or features prior to discharge to surface waters so as not to cause damage to existing ground and improvements, erosion, or deposition in the discharge area.

- E. CONTRACTOR shall use jute or synthetic netting, silt fences, straw bales, dikes, channels, and other applicable measures to prevent erosion of soils disturbed by its construction operation.
- F. Restoration of the Site shall proceed concurrently with the construction operation. See Drawings and Specifications for erosion control measures in addition to that which may be required above.
- G. Erosion control measures shall comply with the following document: "Standard Specifications for Soil Erosion and Sediment Control," of the Illinois Environmental Protection Agency, IEPA/WPC 87-012.

3.03 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

3.04 TRAFFIC CONTROL

- A. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen, and other traffic control devices in the construction zone.
- B. Conduct operations with minimum interference to roadways.
- C. Maintain two-way traffic on streets at all times.
- D. All traffic control measures shall meet the requirements of Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, and the Standard Specifications for Road and Bridge Construction, Latest Edition.
- E. Do not close or obstruct roadways without approval of OWNER.

3.05 SITE SECURITY

- A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.
- B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.06 DAILY CLEANUP

- A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.

- B. CONTRACTOR shall clean up public streets and highways and remove any dirt, mud, or other materials due to project traffic on daily basis and shall comply with all local and state ordinances and permit requirements.

END OF SECTION

SECTION 01 60 00
MATERIALS AND EQUIPMENT

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.
- B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

- A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.
- C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.
- D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

- A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.
- B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.
- C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.
- D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by OWNER, by methods to prevent soiling and damage.
- E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.
- F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.04 DELIVERY AND RECEIVING

- A. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.
- B. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of other contractors or OWNER; limitations on storage space; availability of personnel and handling equipment and OWNER's use of premises.
- C. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- D. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately on delivery, CONTRACTOR shall inspect shipment to review that:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.

1.05 STORAGE AND PROTECTION

- A. General:
 - 1. CONTRACTOR shall store products, immediately on delivery, in accordance with manufacturer's instructions, with all seals and labels intact and legible.
 - 2. Any additional off-site space required shall be arranged by CONTRACTOR.
 - 3. CONTRACTOR shall allocate the available storage areas and coordinate their use by the trades on the job.
 - 4. CONTRACTOR shall arrange storage in a manner to provide access for maintenance of stored items and for observation.
- B. In enclosed storage, CONTRACTOR shall:
 - 1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
 - 2. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
 - 3. Provide ventilation for sensitive products as required by manufacturer's instructions.
 - 4. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
 - 5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
 - 6. Store liquid materials away from fire or intense heat and protect from freezing.
- C. At exterior storage, CONTRACTOR shall:
 - 1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames, and lumber off ground, out of reach of dirt, water, mud and splashing.
 - 2. Store tools or equipment that carry dirt outside.
 - 3. Store large equipment so as not to damage the Work or present a fire hazard.

4. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.
5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.06 MAINTENANCE OF STORAGE

- A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.
- B. CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.
- C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.
- D. CONTRACTOR shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to ENGINEER when the equipment is installed.

1.07 INSTALLATION REQUIREMENTS

- A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.
- B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.
- C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by OWNER. Damaged material and equipment shall be immediately removed from the Site.

1.08 EQUIPMENT WARRANTIES

- A. Warranties shall be nonprorated, include all parts and labor, and be in written form. Warranties shall specifically exclude buyer's indemnification language. Warranty language shall not eliminate manufacturer's responsibility for sizing of the equipment. During warranty period, manufacturer shall be responsible for any travel expenses, outside contractor fees, and rental equipment fees associated with providing warranty service. Manufacturer shall pay expenses incurred for repairs and parts replacement not made by manufacturer if

manufacturer's response is not within 72 hours of notification by OWNER. Warranty language shall be provided with the shop drawings.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 77 00
CONTRACT CLOSEOUT

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Closeout procedures.
 - 2. Final cleaning.
 - 3. Adjusting.
 - 4. Project record documents.
 - 5. Warranties.

1.02 CLOSEOUT PROCEDURES

- A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.
- B. CONTRACTOR shall comply with the Contract and complete the following before requesting ENGINEER's observation of the Work or designated portion thereof for substantial completion.
 - 1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
 - 2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
 - 3. Submit consent of surety (if surety required in Contract).
 - 4. Complete final cleaning, touch-up work of marred surfaces, and remove temporary facilities and tools.

1.03 FINAL CLEANING

- A. It is CONTRACTOR's responsibility to completely clean up the construction site at the completion of the Work.
- B. In addition to the cleaning specified above and the more specific cleaning that may be required in various technical sections of the Specifications, CONTRACTOR shall prepare the Project for occupancy by a thorough cleaning throughout, which shall include the following:
 - 1. Clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances.
 - 2. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
 - 3. Replace filters of operating equipment.
 - 4. Clean debris from roofs, gutters, downspouts, and drainage systems.
 - 5. Clean site; sweep paved areas, rake clean landscaped surfaces.
 - 6. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 ADJUSTING

- A. CONTRACTOR shall adjust operating products and equipment to provide smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. CONTRACTOR shall maintain on Site one set of the following record documents to record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. CONTRACTOR shall make entries that are complete and accurate, enabling future reference by OWNER.
- C. CONTRACTOR shall store record documents separate from documents used for construction.
- D. CONTRACTOR shall record information concurrent with construction progress.
- E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by addenda and modifications.
- F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

1.06 WARRANTIES

- A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections.
- B. Submit warranty information as follows:
 - 1. Provide original copies bearing authorized signatures.
 - 2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
 - 3. Submit with request for certificate of Substantial Completion.

4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty period.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

WAGE RATES

Cook County Prevailing Wage Rates posted on 8/16/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		49.75	51.75	2.0	1.5	2.0	2.0	17.08	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
COMMUNICATION ELECTRICIAN	All	BLD		47.16	50.46	1.5	1.5	2.0	2.0	12.70	14.10	1.25	1.57	0.50
ELECTRIC PWR EQMT OP	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRIC PWR GRNDMAN	All	ALL		45.44	63.91	1.5	1.5	2.0	2.0	10.20	15.34	0.00	2.49	
ELECTRIC PWR LINEMAN	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRICIAN	All	ALL		52.05	55.69	1.5	1.5	2.0	2.0	17.65	18.30	1.25	1.92	1.50
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	All	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
GLAZIER	All	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE MASON	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	FLT	1	61.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	2	59.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	3	58.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	4	53.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	5	62.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	6	41.00	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
ORNAMENTAL IRON WORKER	All	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75
PAINTER	All	ALL		50.30	56.59	1.5	1.5	1.5	2.0	14.26	14.99	0.00	1.72
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92
PLASTERER	All	BLD		47.75	50.62	1.5	1.5	2.0	2.0	17.08	19.18	0.00	1.00
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58
ROOFER	All	BLD		47.80	51.80	1.5	1.5	2.0	2.0	11.58	14.71	0.00	0.96
SHEETMETAL WORKER	All	BLD		49.10	53.03	1.5	1.5	2.0	2.0	13.53	28.20	0.00	1.00
SIGN HANGER	All	BLD		34.07	36.80	1.5	1.5	2.0	2.0	6.45	4.30	0.00	0.00
SPRINKLER FITTER	All	BLD		53.25	56.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75
STEEL ERECTOR	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03
TERRAZZO MASON	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07
TILE MASON	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRAFFIC SAFETY WORKER II	All	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRUCK DRIVER	E	ALL	1	39.95	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	2	40.20	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	3	40.40	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	4	40.60	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15

TRUCK DRIVER	W	ALL	1	40.63	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	2	40.78	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	3	40.98	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	4	41.18	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TUCK POINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when

used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic

Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary

Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

SECTION 02 41 00

DEMOLITION

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: All demolition, removal, and salvage work as shown on the drawings or specified herein to include, but not necessarily limited to the Removal Drawings within the Drawing set.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. Standard Specifications: Unless otherwise specified, Standard Specifications shall refer to the State of Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition, including all issued supplemental specifications.

1.03 QUALITY ASSURANCE

- A. CONTRACTOR shall perform demolition, removal, and salvage in conformity with applicable federal, state, and local safety practices and code requirements.
- B. CONTRACTOR shall contact all public utilities and shall shut off, cut and cap all utility services in accordance with utility requirements, codes, rules and regulations.
- C. Obtain and pay for all necessary permits, licenses and certificates required.

1.04 SEQUENCE

- A. No demolition, removal, or salvage work shall commence until approval to proceed has been granted by OWNER. Such work shall be completed in accordance with the construction sequence included in Division 01 of these specifications and in accordance with the construction phases of this project and work to be done by other contractors.

1.05 PAYMENT

- A. Basis of Payment: Removal of Existing Structures, shall be paid for at the Contract unit price bid per each.

PART 2-PRODUCTS

2.01 GENERAL

- A. Compacted fill shall be Gradation CA-6, meeting the requirements of the Standard Specifications.

PART 3-EXECUTION

3.01 BREAKING DOWN AND REMOVING STRUCTURES

A. General:

1. All existing structures, with all attached parts and connections, shown on the drawings or specified to be removed or that interfere with the new construction, shall be entirely removed within the limits shown or specified, unless otherwise provided.
2. When a portion of any existing structure is to be retained, CONTRACTOR shall take care during construction operations so as not to impair the value of the retained portion.
 - a. Complete all operations necessary for the removal of any existing structure which might endanger the new construction prior to the construction of the new work.
 - b. Do not use any equipment or devices which might damage structures, facilities, or property which are to be preserved and retained.
3. When existing reinforcing is exposed at the surface of removal areas, CONTRACTOR shall burn back the reinforcing bars 2 inches and patch with nonshrink grout, unless noted otherwise.

B. Pavement, Curb, Gutter, Sidewalk, Driveways, Crosswalk, and Similar Structures:

1. Where portions of the existing structure are to be left in the surface of the finished work, CONTRACTOR shall remove the structure to an existing joint, or saw and chip the structure to a true line.
2. Sufficient removal shall be made to provide for proper grades and connections in the new work.

C. Walls, Piers, Surface Drains, Foundations, and Similar Masonry Structures:

1. Remove entirely or break down to an elevation at least 2 feet below the earth subgrade within the areas of a road bed and elsewhere to 2 feet below the finished slopes or natural ground, as the case may be.
2. Remove existing construction as required to clear new construction.

D. Underground Tanks (Other than Septic Tanks):

1. Remove the contents of underground tanks to allow the complete removal of such tanks.
2. Backfill the resulting hole or pit in accordance with the backfill portion of this section.

E. Pipe Culverts:

1. Remove entirely all culverts that are to be removed, except as hereinafter provided for closing culverts.
2. Remove sidewalls or substructure units in water to an elevation no higher than the elevation of the natural stream or lake bed.
 - a. Where grading of the channel is required, remove such units to the proposed finished grade of the stream or lake bed.
 - b. Remove all other endwalls or substructure units down to at least 2 feet below natural or finished ground line, as the case may be.
3. Where existing culverts are to be extended or otherwise incorporated into the new work, remove only such part or parts of the existing culvert as necessary to provide a proper connection to the new work.
4. Remove pipe culverts designated for salvage in a manner that will preclude damage to the culverts.
5. Closing culverts:
 - a. A culvert may be closed instead of being removed if the following conditions apply:
 - (1) If the diameter of the culvert is less than 48 inches.
 - (2) If the top thereof does not come within 5 feet of the elevation of the finished grade line.
 - (3) If the culvert is in suitable condition.
 - b. Remove the headwall and such parts as would be within 2 feet of the finished grade line.
 - c. Completely fill each end of the culvert with concrete for a distance from each end of at least 2 feet plus the height of the opening of the structure.

3.02 ABANDONING STRUCTURES

A. Tanks, Manholes, Catch Basins, and Inlets:

1. CONTRACTOR shall thoroughly clean structures to be abandoned.
2. CONTRACTOR shall plug existing pipe connections with brick or concrete block masonry or with any grade of concrete having a 28-day compressive strength in excess of 2,000 psi.
3. CONTRACTOR shall remove the walls of the structures to an elevation at least 2 feet below the finished grade line, or to such elevation that may be designated on the drawings or as necessary to clear new construction.

3.03 ABANDONING AND REMOVING UTILITIES AND UNDERGROUND PROCESS PIPING

- A. CONTRACTOR shall be responsible for the turning off or unhooking of all utilities and process piping before starting the demolition work. Remove all utility lines, including electrical services, water main, storm sewers, and pipe underdrains that are shown or specified to be removed. Remove utility lines that are to be abandoned as needed to clear new construction.
- B. The ends of utility lines and process piping shown or specified to be abandoned that are exposed by excavation shall be plugged with concrete to prevent soil infiltration into the pipes.

3.04 EQUIPMENT

- A. CONTRACTOR shall remove all equipment specified herein or indicated.

- B. CONTRACTOR shall remove associated exposed conduit, power wiring, controls, switches, instrumentation, control wiring, control boxes, appurtenances, and their supports serving equipment to be removed. Electrical items shall be removed to their junction with motor control center, control panel, or their junction with conduit serving other equipment that is to remain.
- C. CONTRACTOR shall remove all piping and appurtenances and their supports serving equipment indicated to be removed. Piping shall be removed to its junction with the main service header serving other equipment that is to remain or new equipment as indicated. Remaining piping and tubing shall be fitted with an appropriate blind flange or plug and insulated as required.
- D. CONTRACTOR shall remove equipment bases, anchor bolts, and other supports serving equipment to be removed. Concrete bases shall be removed to 1 inch below floor elevation and repaired with nonshrink grout plus surfacing to match existing.
- E. CONTRACTOR shall patch floors, walls, and ceilings as required to match existing or as indicated where equipment, piping, electrical, bases, or supports are removed.

3.05 SALVAGE

- A. OWNER has first right of refusal to all material, piping, and equipment removed.
- B. All equipment, material, and piping, except as specified hereinafter, within the buildings and structures to be demolished and additional items as noted shall be removed by CONTRACTOR. CONTRACTOR shall inspect each structure and determine the type and amount of equipment, materials, and piping to be removed.
- C. All equipment, material, and piping, except as specified hereinafter, within the limits of the demolition and additional items noted to be removed, will become the property of CONTRACTOR if OWNER does not claim under first right of refusal and shall be removed from the project site. Comply with State and local ordinances and regulations for disposing of materials.
- D. If CONTRACTOR chooses to dispose of materials in a Clean Construction or Demolition Debris (CCDD) fill operation, CONTRACTOR shall provide all required testing, certifications and fees associated with using the CCDD fill operation.

3.06 BACKFILL

- A. CONTRACTOR shall fill all abandoned structures and excavations resulting from removal of structures and utilities with compacted fill. Compacted fill shall meet the requirements of the Standard Specifications.
- B. Prior to filling, CONTRACTOR shall break one opening in the floor or wall near the base of each compartment to allow groundwater to freely migrate through the structure.

END OF SECTION

SECTION 31 10 00
CLEARING AND GRUBBING

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Cutting and disposing of trees, brush, windfalls, logs, and other vegetation.
 - 2. Removing and disposing of roots, stumps, stubs, logs, and other timber.
 - 3. Tree and root pruning.
 - 4. Removing and disposing of all obstructions such as fences, walls, foundations, buildings, and accumulations of rubbish.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.
- C. Measurement and Payment: Payment for clearing, grubbing, tree removal, and tree pruning shall be at the lump sum price. This work shall include all labor, equipment, materials, and miscellaneous items for the Work.

1.02 REFERENCES

- A. Standard Specifications: Unless otherwise indicated, Standard Specifications within this section shall refer to the State of Illinois Department of Transportation, Standard Specification for Road and Bridge Construction, current edition, including all issued Supplemental Specifications.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 PREPARATION

- A. CONTRACTOR shall identify existing plant life to remain and shall tag accordingly.

3.02 PROTECTION

- A. CONTRACTOR shall protect from damage utilities and structures that are to remain.
- B. CONTRACTOR shall protect trees, plant growth, and features designated to remain as final landscaping and shall meet the requirements of Article 201 of the Standard Specifications.
- C. See Division 01 for protection of survey monumentation.

- D. Repair or replacement of existing plant material shall meet the requirements of Article 201.07 of the Standard Specifications and shall be at CONTRACTOR's expense.
- E. CONTRACTOR shall perform root and tree pruning in accordance with Article 201.06 of the Standard Specifications.
- F. In areas where existing trees are to be protected, the area inside the protective fencing shall not be used for any purpose related to construction activities, such as material storage, vehicle parking, portable toilets, or other disruptive activities that would result in damage of any kind to the site inside the fence.

3.03 CLEARING AND GRUBBING

- A. Clearing and grubbing shall consist of cutting and disposing of trees, brush, windfalls, logs, and other vegetation of a diameter of less than 6 inches (150 mm), and the removing and disposing of roots, stumps, stubs, grubs, logs, and other timber from within the clearing limits as defined on the drawings, designated to be removed on the drawings or in the specifications, or fall within the excavation, embankment, or improved areas of the site.
- B. All roots and stumps shall be removed to a depth of not less than 12 inches below the original ground surface in embankment areas. In cut areas, such material shall be removed to a depth of not less than 12 inches below the subgrade.
- C. Disposal by burning or burying clearing and grubbing items within the project limits is not allowed.
- D. CONTRACTOR shall salvage six existing fallen logs from clearing and grubbing activities for reuse on site. Logs shall have a minimum tree trunk diameter of 12 inches. CONTRACTOR shall store and protect logs in designated areas as shown on the Drawings.

3.04 TREE REMOVAL

- A. Tree removal shall consist of the cutting, grubbing, removal, and disposal of trees and stumps of a diameter equal to or greater than 6 inches (150 mm) as defined in Section 201 of the Standard Specifications.
- B. Trees marked for removal within street and road rights-of-way and in easements shall be removed by CONTRACTOR and properly disposed.
- C. It is intended that as many trees as possible be saved during construction. No trees, except those so designated, shall be removed without prior approval of OWNER. CONTRACTOR shall conduct the Work to protect all trees designated to remain. CONTRACTOR shall provide suitable fencing installed at the tree drip line for all trees within the construction area to protect trees from damage and soil compaction by equipment.
- D. When removing trees, special care shall be taken to not damage surrounding private property. Costs for tree removal or replacement and construction around trees shall be included in the unit price bid for the Work.
- E. CONTRACTOR shall salvage six tree trunks with limbs from tree-clearing activities for reuse on site. Trees shall have a minimum diameter of 18 inches. Trim off small branches and use

portion where trunk branches into limbs. Large diameter limbs (greater than 18 inches in diameter) branching into smaller limbs may also be used. CONTRACTOR shall store and protect trees in designated areas as shown on the Drawings.

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Removal of groundwater to allow belowgrade construction.
 - 2. Site grading to prevent surface water from entering the excavation.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.
- C. Payment:
 - 1. The expense for making all extra excavations necessary to prevent water from interfering with the proper construction of the work and for forming all dams or diversions, digging of sumps or pump wells, bailing, and installation and pumping of wells shall be borne by CONTRACTOR.
 - 2. The cost for removal of groundwater and surface water shall be included in the prices bid for the work. No separate payment will be made for dewatering whether accomplished by use of sumps and pumps, well point systems, deep wells, or any other method.
 - 3. Any permits necessary for the dewatering operations shall be obtained and paid for by CONTRACTOR.

1.02 REFERENCES

- A. Illinois Urban Manual.
- B. See Division 01, Regulatory Requirements for permit requirements and water, erosion, and sediment control.

1.03 SYSTEM REQUIREMENTS

- A. CONTRACTOR shall, at its own expense, keep the excavation clear of water while structures, mains, and appurtenances are being built, utilities are being installed, and fill and backfill are being compacted. Under no conditions shall the work be laid in or under water. No water shall flow over the work until the joints are complete or the concrete has set.
- B. Wherever necessary, CONTRACTOR shall excavate in advance of the completed work, lead the water into sumps or pump wells, and provide erosion control measures to prevent water or sediment damage.
- C. CONTRACTOR's dewatering system shall perform so that the soils within the trench will not be destabilized by hydrostatic uplift pressures from adjacent groundwater. If conditions warrant, CONTRACTOR shall furnish and install well point systems or deep wells.

- D. Dewatering shall be sufficient to lower the piezometric level to at least 2 feet below the bottom of the excavation. Additional lowering shall be provided as necessary to create a stable subgrade.
- E. In areas where rock is encountered, the water level shall be kept at or below top of rock, but at least 6 inches below bottom of concrete. Additional rock shall be removed as needed to provide clearances.
- F. The control of groundwater shall be such that softening or heaving of the bottom of excavations or formation of "quick" conditions or "boils" shall be prevented.
- G. Dewatering systems shall be designed and operated so as to prevent the migration or removal of soils.

1.04 QUALITY ASSURANCE

- A. All dewatering shall be done in accordance with Illinois Urban Manual Code 813 and with all other applicable federal, state, and local code requirements.
- B. In particular, groundwater observation wells shall be provided and subsequently abandoned in accordance with the Illinois Urban Manual Code 996. CONTRACTOR shall complete all observation well construction and abandonment forms as required and shall submit the forms to OWNER within 15 days of construction or abandonment activities.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

3.01 DEWATERING

- A. Dewatering shall be started, and the water level shall be lowered as specified herein prior to beginning excavation and shall be continued until structure, main, or appurtenance has been completed and fill has been placed and compacted to final grade.
- B. CONTRACTOR shall provide all necessary materials and equipment to keep the excavation free from water during construction. CONTRACTOR shall at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies, including power outages, and shall have available at all times competent workers for the operation of the pumping equipment. The dewatering systems shall not be shut down between shifts, on holidays or weekends, or during the work stoppages.
- C. CONTRACTOR shall meet all requirements of applicable IEPA permits for construction pit or trench dewatering.
- D. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted fill or backfill, and prevent floatation or movement of all structures and pipelines.

3.02 PROTECTION

- A. CONTRACTOR shall take all necessary precautions during the dewatering operation to protect adjacent structures against subsidence, flooding, or other damage. The dewatering system shall be installed and operated so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. Any such facilities and structures damaged shall be repaired or replaced to the satisfaction of their owner.
- B. In areas where continuous operation of dewatering pumps is required, CONTRACTOR shall avoid noise disturbance to nearby residences to the greatest extent possible by using electric-driven pumps, or intake and exhaust silencers or housing to minimize noise from engine-driven generators or engine-driven pumps.

END OF SECTION

SECTION 31 25 00

SLOPE PROTECTION AND EROSION CONTROL

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: Erosion control devices.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 PAYMENT

- A. Perimeter Erosion Barrier shall be paid for at the Contract unit price per linear foot in accordance with the Standard Specifications.
- B. Inlet Filters shall be paid for at the Contract unit price per each in accordance with the Standard Specifications.
- C. Temporary Ditch Checks shall be measured and paid for at the Contract unit price per linear foot in accordance with the Section 280 of the Standard Specifications.
- D. Erosion Control Blanket shall be measured and paid for at the Contract unit price per square yard in accordance with Section 251 of the Standard Specifications.
- E. Turf Reinforcement Mat shall be measured and paid for at the Contract unit price per square yard in accordance with Section 251 of the Standard Specifications.
- F. Stabilized Construction Entrance shall be measured and paid for at the Contract unit price bid per square yard. This Work shall include all labor, equipment, materials, maintenance, and disassembly and reinstallation of any gates, fences, signs, or other objects located within the construction entrance area necessary to complete the Work.
- G. Temporary Construction Fence, in locations as designated on the Drawings, shall be measured and paid for at the Contract unit price bid per linear foot.
- H. Temporary Stream Crossing shall be paid for at the lump sum price. This Work shall include all labor, equipment, materials, maintenance, and miscellaneous items for the Work.
- I. All costs associated with slope protection and erosion control beyond those specified above shall be included in CONTRACTOR's Bid. This Work shall include, but is not limited to, excavation, placing posts, backfilling, attaching woven wire and geotextile fabric; removing the fence at completion of project; cleaning and repairing; replacing silt fence and damages caused by overloading of sediment material or ponding of water adjacent to silt fence; and furnishing labor, tools, equipment, and incidentals necessary to complete the work in accordance with the Contract.

1.03 REFERENCES

- A. Illinois Urban Manual published by the Natural Resources Conservation Service (NRCS) in Illinois (<http://www.nrcs.usda.gov>).
- B. Standard Specifications: Unless otherwise indicated, Standard Specifications within this section shall refer to the State of Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition, including all issued supplemental specifications.

1.04 REGULATORY REQUIREMENTS

- A. Land disturbance greater than one acre and OWNER obtains Notice of Intent (NOI). OWNER has prepared a Stormwater Pollution Prevention Plan, referred to herein as SWPPP, in conjunction with the development of the Contract Documents and has submitted a NOI for Storm Water Discharges Associated with Land Disturbing Activities. The NOI is included as an attachment to the Contract Documents. CONTRACTOR as designated operator of activities at the construction site shall be responsible for compliance with all permit conditions. This includes, but is not limited to, the following:
 - 1. Implement erosion and sediment control practices necessary to meet federal, state, and local performance standards.
 - 2. Receive required approvals from OWNER and regulatory agencies for any modifications to the erosion control plan necessitated by site conditions or CONTRACTOR's operations.
 - 3. Provide a "qualified" inspector to inspect erosion control and sediment controls. Inspector shall have prior experience with and knowledge of installation and maintenance of erosion and sediment controls. Inspector shall be identified to OWNER.
 - 4. Perform all inspection, maintenance, and record keeping activities required by the permit. This shall include inspecting erosion and sediment control facilities weekly and within 24 hours after a precipitation event of 0.5 inch or greater. CONTRACTOR shall maintain weekly written reports of all inspections.
 - 5. CONTRACTOR shall respond within 24 hours to all corrective measures noted on the inspection report to address pollution issues.
 - 6. CONTRACTOR shall submit to OWNER a written notice stating the times, dates and actions taken to rectify the defective pollution and erosion controls.
 - 7. Pay any fines or other fees resulting from failure of CONTRACTOR to comply with the permit requirements.
 - 8. Submit a "Notice of Termination" (NOT) to IEPA at end of the Project.
- B. CONTRACTOR and its subcontractors shall execute and sign the following certification:

"I certify under penalty of law that I understand the terms and conditions of the General Pollutant Discharge Elimination System Permit that authorizes the storm water discharges associated with industrial activities from the construction site and as may be detailed in the Contract Documents. I agree to indemnify and hold OWNER harmless from any claims, demands, suits, causes of action, settlements, fines, or judgments and the costs of litigation, including, but not limited to, reasonable attorneys fees and costs of investigation and arising from a condition, obligation or requirement assumed or to be performed by CONTRACTOR for storm water pollution and erosion control."

- C. CONTRACTOR shall pay any fines or other fees resulting from failure of CONTRACTOR to comply with the permit requirements.

1.05 QUALITY CONTROL

- A. Construct and maintain erosion sediment control measures in accordance with the Illinois Urban Manual.
- B. Check facilities weekly and after any rainfall event, and make needed repairs within 24 hours.

PART 2-PRODUCTS

2.01 EROSION CONTROL BLANKET

- A. Uniform web of interlocking wood excelsior fibers, with a net backing on one side. The wood from which the blanket is produced shall have been properly cured to achieve adequately curled and barbed fibers. The blanket shall be of uniform thickness with the wood fibers evenly distributed over the entire area of the blanket. The blanket shall be furnished in rolled strips. The width of the strips shall be 48 inches, ± 1 inch. Weight of blanket measured under average atmospheric conditions shall be 78 pounds per 80 square yards, $\pm 10\%$. Net backing shall have mesh size not exceeding 1 1/2 by 3 inches and may be woven from twisted paper, cotton cord, a biodegradable plastic, or other alternate method. The blanket shall be nontoxic to vegetation. Erosion control blankets shall not contain plastic netting or anchors.

2.02 TURF REINFORCEMENT MATS

- A. Turf reinforcement mats shall be Enkamat 7010, or equal.

2.03 PERIMETER EROSION BARRIER

- A. Use geotextile fabric consisting of either woven or nonwoven polyester, polypropylene, polyethylene, or polyvinylidene chloride meeting the requirements of the Illinois Urban Manual. Fabric shall have the minimum strength values in the weakest principal direction. Nonwoven fabric may be needle punched, heat bonded, resin bonded, or combination thereof.
- B. Furnish geotextile fabric in a wrapping which will protect the fabric from ultraviolet radiation and from abrasion because of shipping and handling. Keep geotextile dry until installed.

2.04 GEOTEXTILE FABRIC

- A. See Section 31 32 19-Geotextiles for fabric under riprap.

2.05 INLET FILTERS

- A. Inlet filters shall meet the requirements of Article 1081.15 of the Standard Specifications. Inlet filters shall be Flexstorm, or equal.

2.06 TEMPORARY DITCH CHECKS

- A. Temporary ditch checks shall be rolled excelsior meeting the requirements of Articles 280.04 and 1081.15 of the Standard Specifications.

2.07 RIPRAP

- A. See Section 31 37 00 Riprap.

2.08 STABILIZED CONSTRUCTION ENTRANCE

- A. Stabilized construction entrance materials shall conform to gradation CA-1, meeting the requirements of the Standard Specifications and the requirements of Illinois Urban Manual Practice Standard No. 930–Stabilized Construction Entrance.

2.09 TEMPORARY CONSTRUCTION FENCE

- A. Temporary construction fence shall be constructed of T-posts of sufficient length for line posts and spaced not to exceed 8'-10" apart. Corner posts and gate posts are to be galvanized steel pipe of not less than 2 1/2-inch O.D. and shall be properly braced. A 4-foot-high plastic snow fence shall be securely fastened to the supports. The snow fence shall project 4 inches above the fence posts.

2.10 TEMPORARY STREAM CROSSING

- A. Temporary stream crossing materials shall meet the requirements of Illinois Urban Manual Practice Standard No. 975–Temporary Stream Crossing.
- B. Coarse aggregate shall conform to gradation CA-1, meeting the requirements of the Standard Specifications.
- C. See Section 31 37 00 Riprap for bedding and backfill material requirements.
- D. Pipe culverts shall be reinforced concrete pipe, meeting the requirements of ASTM C76 and Section 1042 of the Standard Specifications. Strength and class of the pipe shall conform to the Drawings and as specified herein. All reinforced concrete pipe used in the work shall be of adequate strength to support the loads applied. All reinforced concrete pipe shall be Class A minimum and shall have a minimum "B" wall construction. All reinforcing cages shall be circular and shall extend to the full width into the bell end of the pipe and to within 1 inch of the spigot end of the pipe.

PART 3–EXECUTION

3.01 GENERAL

- A. Install devices before construction activities begin as shown on the Drawings and as requested by OWNER or ENGINEER.
- B. Proceed carefully with construction adjacent to stream channels to avoid washing, sloughing, or deposition of materials into the stream. If possible, the work area should be

diked off and the volume and velocity of water that crosses disturbed areas be reduced by means of planned engineering works (diversion, detention basins, berms).

- C. Unless noted on drawings, do not remove trees and surface vegetation.
- D. Expose the smallest practical area of soil at any given time through construction scheduling. Make the duration of such exposure before application of temporary erosion control measures or final revegetation as short as practicable.
- E. All protective fencing shall be maintained in an upright, orderly fashion throughout the construction schedule.
- F. All fencing, temporary stream crossing, and erosion control measures shall be repaired as necessary and abandoned in place after Completion of the Work.

3.02 EROSION CONTROL BLANKET INSTALLATION

- A. Place erosion control blanket immediately after seeding or sodding operations have been completed. Before blanket placement, remove all material or clods over 1 1/2 inches in diameter and all organic material or other foreign material which interfere with the blanket bearing completely on the soil or sod.
- B. Any small stones or clods which prevent contact of the blanket with the soil shall be pressed in the soil with a small lawn-type roller or by other effective means. The blanket shall have its lateral edge so impressed in the soil as to permit runoff water to flow over it.
- C. The matting strips shall be rolled on or laid in direction of flow. Spread blanket evenly, smoothly, in a natural position without stretching and with all parts bearing on soil, and place blanket with netting on top. Overlap adjacent strips at least 4 inches. Overlap strip ends at least 10 inches. Make overlaps with the upgrade section on top.
- D. Bury upgrade end of each strip of fabric or blanket at least 6 inches in a vertical slot cut in the soil and press soil firmly against the embedded fabric or blanket.
- E. Anchor blankets in place with vertically driven staples, driven until their tops are flush with the soil. Space staples at 3-foot centers along blanket edges and stagger space at 3-foot centers through the center. Place staples at 10-inch centers at end or junction slots.
- F. Reseed areas damaged or destroyed during erosion blanket placing operations as specified for original seeding.
- G. Dispose of surplus excavated materials and all stones, clods, or other foreign material removed in the preparation of the seeded soil or sodded surface before placing blanket.
- H. Following blanket placement, uniformly apply water to the area to moisten seedbed to 2-inch depth and in a manner to avoid erosion.
- I. Maintain erosion control blanket and make satisfactory repairs of damage from erosion, traffic, fires or other causes until work acceptance.

3.03 GEOTEXTILE FABRIC

- A. Before placing fabric, grade area smooth and remove stones, organic matter, or other foreign material which would interfere with fabric being completely in contact with soil.
- B. For geotextile fabric under riprap, place fabric loosely and lay parallel to direction of water movement. Pinning or stapling is acceptable to hold geotextile in place. Overlap or sew together separate pieces of fabric. Overlap joints a minimum 24 inches in the flow direction. After placement, do not expose fabric more than 48 hours before covering.
- C. Cover damaged areas with a patch of fabric using a 3-foot overlap in all directions.

3.04 PERIMETER EROSION BARRIER INSTALLATION

- A. Erect perimeter erosion barrier before starting construction operations which might cause sedimentation or siltation at site of proposed perimeter erosion barrier.
- B. Construct perimeter erosion barrier in an arc or horseshoe shape with ends pointing up slope. Construct perimeter erosion barrier to the dimensions and details shown on drawings. Remove perimeter erosion barrier after slopes and ditches have been stabilized and turf developed to the extent that future erosion is unlikely. Dispose of materials remaining after removal.
- C. Inspect all perimeter erosion barrier immediately after each rainfall and at least daily. Correct deficiencies immediately. Where construction activity changes the earth contour and drainage runoff, make a daily review so that perimeter erosion barriers are properly located for effectiveness. Where deficiencies exist, install additional perimeter erosion barrier.
- D. Remove and dispose of sediment deposits. Sediment deposits remaining in place after the perimeter erosion barrier is no longer required shall be dressed to conform with the existing grade and the area topsoiled, fertilized, and seeded as required.

3.05 TURF REINFORCEMENT MAT INSTALLATION

- A. Turf reinforcement mats shall be installed on slopes greater than or equal to 3H:1V.
- B. Turf reinforcement mats shall be installed in accordance with the requirements of Section 251 of the Standard Specifications.

3.06 STABILIZED CONSTRUCTION ENTRANCE

- A. Stabilized construction entrance installation, operations, and maintenance shall meet the requirements of Illinois Urban Manual Practice Standard No. 930—Stabilized Construction Entrance.

3.07 TEMPORARY STREAM CROSSING

- A. Temporary stream crossing installation, operations, and maintenance shall meet the requirements of Illinois Urban Manual Practice Standard No. 975—Temporary Stream Crossing.

- B. Pipe bedding shall be at least 8 inches thick.
- C. Coarse aggregate driving surface shall be at least 6 inches thick.

END OF SECTION

SECTION 31 32 19

GEOTEXTILES

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: Geotextiles (filter fabric) for areas below structures, at perforated drain pipe trenches, pressure relief valves, below base course, and below riprap.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.
- C. Measurement and Payment: Geotextiles shall be considered incidental to the Temporary Stream Crossing and will not be measured separately for payment.

1.02 REFERENCES

- A. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the State of Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition, including all issued supplemental specifications.

PART 2–PRODUCTS

2.01 MATERIALS

- A. Geotextile below riprap shall be Mirafi 180N, or equal.
- B. Geotextile below base course shall be Mirafi 500X, or equal.

PART 3–EXECUTION

3.01 INSTALLATION

- A. Geotextile shall be installed in accordance with manufacturer's recommendations.
- B. Geotextile shall be lapped a minimum of 24 inches.
- C. If extensive areas of unstable subgrade are encountered on street areas, ENGINEER may request the furnishing and installation of construction fabric to obtain the necessary subgrade support for the roadway structure. Vibratory compaction shall not be used in the compaction of base course in areas where construction fabrics are used.
- D. CONTRACTOR shall protect the construction fabric from exposure to the sun until installation. Construction fabric shall be covered with stone or soil immediately upon placement.

END OF SECTION

SECTION 31 37 00

RIPRAP

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: Furnishing and placing riprap.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.
- C. Measurement and Payment: Stone Riprap, of the class (stone quality and gradation) specified, shall be considered incidental to the Temporary Stream Crossing and will not be measured separately for payment.

1.02 REFERENCES

- A. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the State of Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition, including all issued supplemental specifications.

PART 2–PRODUCTS

2.01 MATERIALS

- A. Stone for riprap shall be in accordance with Standard Specifications, Section 1005.01.

PART 3–EXECUTION

3.01 PREPARATION

- A. The bed for the riprap shall be properly trimmed and shaped before geotextile and stone is placed. Bed shall be minimum 8 inches thick.
- B. Geotextile shall be placed below riprap. See Section 31 32 19–Geotextiles.

3.02 INSTALLATION

- A. Riprap installation shall be provided in areas as designated on the Drawings and shall be in accordance with Section 281 of the Standard Specifications.

END OF SECTION

SECTION 32 31 13

CHAIN LINK FENCE

PART 1–GENERAL

1.01 SUMMARY

- A. Work includes providing all temporary chain link fencing and gates complete, as shown on the drawings.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ASTM A121–Zinc-Coated (Galvanized) Steel Barbed Wire.
- B. ASTM A121–Metallic Coated Steel Barbed Wire.
- C. ASTM A392–Zinc-Coated Steel Chain-Link Fence Fabric.
- D. ASTM A428–Weight of Coating on Aluminum-Coated Iron or Steel Articles.
- E. ASTM A491–Aluminum-Coated Steel Chain Link Fence Fabric.
- F. ASTM A1011–Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
- G. ASTM F567–Installation of Chain-Link Fence.
- H. ASTM F626–Fence Fittings.
- I. ASTM F900–Industrial and Commercial Swing Gates.
- J. ASTM F1043–Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
- K. Chain Link Fence Manufacturers’ Institute (CLFMI)–Product Manual.
- L. Standard Specifications: Unless otherwise specified, Standard Specifications shall refer to the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition, including all issued supplemental specifications.

1.03 MEASUREMENT AND PAYMENT

- A. Temporary Chain Link Fence with Opaque Screening, of height specified, shall be measured and paid for at the Contract unit price bid per foot, in accordance with Section 664 of the Standard Specifications. Payment shall include all labor, materials, equipment, and Work necessary for complete installation.

- B. Chain Link Gate, of opening size and type specified, shall be measured and paid for at the Contract unit price bid per each, in accordance with Section 664 of the Standard Specifications. Payment shall include all labor, materials, equipment, and Work necessary for complete installation.

PART 2—PRODUCTS

2.01 POSTS, RAILS, AND BRACES

- A. Construction:
1. All posts and rails shall be either tubular pipe conforming to ASTM F1043 Group 1A, Schedule 40 with a Type A zinc coating, or Group 1C cold-formed and welded pipe with a Type B zinc coating.
 2. Post sizes shall be in accordance with the following:

LINE POSTS (MAXIMUM 10 FEET SPACING)

Height and Fence Type	Post Type	O.D. (IN.)	Weight (PLF)
6 feet or less	Group 1A	1.90	2.72
Up to 8 feet	Group 1A	2.375	3.65
Up to 10 feet with wind screen, hardware cloth or privacy inserts	Group 1A	4.0	9.10

CORNER AND BRACE POSTS

Height and Fence Type	Post Type	O.D. (IN.)	Weight (PLF)
7 feet or less	Group 1A	2.375	3.65
8 feet or 10 feet without wind screen, hardware cloth or privacy inserts	Group 1A	2.875	5.79
10 feet with wind screen, hardware cloth or privacy inserts	Group 1A	4.0	9.10

3. Gate posts shall conform to manufacturer's specifications for various width gates. Minimum sizes shall be as follows:

GATE POSTS

Leaf Width	Post Type	O.D. (IN.)	Weight (PLF)
6 feet or less	Group 1A	2.875	5.79
7 feet to 13 feet	Group 1A	4.0	9.10

4. Terminal posts shall be braced with the same material as top rail and trussed to line posts with 3/8-inch-diameter rods and tightened. One brace assembly shall be provided with each end or gate post and two assemblies with each corner or pull post.
5. Rails shall be 1 5/8 inch OD Group 1A 2.27 pound per foot or Group 1C 1.84 pounds per foot pipe.

B. Line Posts: Line posts may be driven posts.

C. Required Arms, Rails, and Tension Wires: Provide top rail and bottom tension wire.

2.02 FABRIC

A. Construction:

1. Fabric to be No. 9 gauge steel aluminum-coated steel wire woven in a 2-inch mesh; top selvage to have knuckled finish, bottom selvage to be barbed.
2. Fabric height shall be as noted on the Drawings.
3. The designated height of the fence shall be the fabric height as shown on the Drawings.
4. Fasteners:
 - a. Fasteners shall be galvanized steel wire clips and tie wires in accordance with ASTM A-641 Class III or aluminum coat in conformance with fence fabric specifications.
 - b. Provide fasteners for posts, top and intermediate rails, bottom rails, top tension wires, and braces of 9 gauge steel or 0.179-inch-diameter aluminum tie wires.
 - c. Provide fasteners for bottom tension wire of not smaller than 12 gauge, or 0.149-inch-diameter aluminum tie wires.

2.03 GATES

A. General:

1. Provide additional horizontal and vertical members as necessary to provide proper gate operation and attachment to fabric and hardware.
2. Provide diagonal braces made of crossed adjustable length 3/8-inch-diameter truss rods on nonwelded gate frames and on welded frames where corner rigidity is not sufficient to prevent sag.
3. Gate frames shall be covered with the same fabric as the fence.
4. Weld or assemble gate frames with malleable or pressed steel fittings and rivets to provide rigid connections. Install fabric with stretcher bars at vertical edges. Attach to frame at 15 inches o.c. all sides. Provide caps for all gate frame work ends.

B. Gate Hardware:

1. Provide heavy-duty hinges of malleable iron, pressed or forged steel, nonlift-off type, adjusted to permit 180-degree gate opening. Provide two hinges for each leaf.
2. Provide heavy-duty forked-type or plunger bar-type latches for all single-leaf gates. Provide center stop and keeper for all double-leaf gates. Provide spring latch for all sliding gates. Provide padlock eye as an integral part of all latches.
3. Provide heavy-duty track, ball bearing hanger sheaves framing and supports, guides, stays stops, and bracing necessary for sliding gates.

2.04 ACCESSORIES

- A. General: All accessories, except tie wires and barbed wire, shall be galvanized to comply with ASTM F626.
- B. Post Tops:
 - 1. Material shall be pressed steel or malleable iron.
 - 2. Top shall be weathertight.
 - 3. Top shall permit passage of top rail.
- C. Stretcher Bars:
 - 1. Stretcher bars required for tubular end, corner, pull, or gate posts.
 - 2. Bars shall be one-piece lengths equal to full height of fabric with minimum cross section of 3/16 inch by 3/4 inch.
 - 3. Provide one stretcher bar for each gate and end post and two stretcher bars for each corner and pull post.
- D. Stretcher Bar Bands:
 - 1. Material shall be heavy pressed steel.
 - 2. Spacing shall be 15 inches maximum o.c. to secure stretcher bar to tubular end, corner, pull, and gate post.
- E. Tension Wire: 7 gauge zinc-coated steel wire.
- F. Ground Rods: Provide a 1/2-inch-diameter 6-foot-long copper clad rod to provide a ground. Provide one for each 1,000 feet of fence and one for each separated fence section.
- G. Opaque Screening: Screen shall be minimum 80% opaque and made of high-density polyethylene material.

PART 3-EXECUTION

3.01 SITE WORK

- A. Prior to fence construction, remove and dispose of all trees, brush, logs, stumps, and other debris for a width of at least 12 inches each side of the proposed fence alignment.
- B. CONTRACTOR shall abandon temporary construction fence and all associated appurtenances in place after completion of the Work.

3.02 POSTS AND BRACES

- A. Set posts in a vertical position at the required location and alignment. Set tops at the required elevation to provide a smooth profile at the top rail or tension wire without abrupt changes and in conformity with the general contour.
- B. Place an end post at each end of each run of fence. Place a corner post whenever a break of 30 degrees or more occurs in the horizontal alignment. Set an intersection post in line with an intersecting chain link fence and brace it to the adjacent posts of the intersecting fence.
- C. Place an intermediate-braced post where the vertical alignment changes by more than 5 degrees, or a change in fence grade of more than 9% occurs.

- D. Place an intermediate braced post at 660-foot intervals for fence with a top rail on all long runs of fence. Set an intermediate brace post at the approximate midpoint when runs of fence are less than 1,320 feet but more than 660 feet for fence with top rail.
- E. Where driven posts are specified, posts shall be driven a minimum of 32 inches into undisturbed soil.

3.03 POST BRACING ASSEMBLY

- A. Post bracing assemblies consist of one or more brace rails and a 3/8-inch truss rod as hereafter specified. Provide brace rails the same size as the top rail. Provide truss rods with an adjustable take-up adapter.
- B. Install a single bracing assembly at each gate and end post location.
- C. Install a double bracing assembly at each corner post and all intermediate braced posts.
- D. Provide the bracing assembly with one horizontal brace rail and one diagonal truss rod on all fences which have a top rail. Locate the horizontal brace rail in accordance with the manufacturer's specifications.
- E. Provide the bracing assembly with one horizontal brace rail and one diagonal brace rail and one diagonal truss rod on all fences which do not have a top rail. Locate the horizontal rail in accordance with the manufacturer's specifications.

3.04 STRETCHER BARS

- A. Provide one stretcher bar for each gate and end post and two for each corner and pull post, except roll form posts with integral loops. Attach to posts with heavy-duty pressed steel or malleable iron bands spaced at 15 inches o.c.

3.05 GROUND RODS

- A. Connect at least three fence wires to the ground rod by clamping, bolting, or brazing. Ground rod shall be installed on line with fence.
- B. Where required, install ground rods as specified for each run of fence, and install additional rods for each 1,000 feet on long runs of fence.

3.06 FABRIC

- A. Install, stretch, and anchor tension wires to each end, corner, gate, and brace post and properly attach to each line post before the fabric is placed. Install top rails at proper locations.
- B. Attach the end of the fabric to the end, corner, gate, or brace posts (except roll form posts with integral loops) by means of a stretcher bar threaded through the end loops of the fabric and stretched to remove all slack with proper stretching equipment. Secure the stretched fabric to posts, rails, and tension wires with specified fabric fasteners. Install fabric fasteners on all posts at not greater than 14 inches o.c. and on rails and bottom tension wires at not more than 24 inches o.c.

- C. Repeat stretching operations at approximately every 100 feet for each run of fence.
- D. Make splices in fabric by interweaving a wire picket through each end loop of each piece of fabric. Each splice shall be subject to ENGINEER's review.

3.07 GRADE CLEARANCE

- A. For line and property fences, provide a clearance of 3 inches.
- B. For security fence installations, install the fence with one-inch clearance.

3.08 GATES

- A. Install gates plumb and level and adjust for smooth operation as intended without binding or hanging up.

3.09 CLEANUP

- A. After chain link fence construction is completed, clean up all storage and work areas. Replace or repair, as required, all landscape features damaged or disturbed under this Contract.

END OF SECTION

**VILLAGE OF WINNETKA
CONTRACT FOR THE
HIBBARD PRESERVE TREE REMOVAL PROJECT**

ATTACHMENT C

LIST OF DRAWINGS

<u>SHEET NOS.</u>	<u>SHEET TITLES</u>	<u>DATE LAST REVISED</u>
1 through 16	Hibbard Preserve Tree Removal Project, prepared by Strand Associates, Inc.®	October 11, 2022

Project	Council Approved Plan 11/2020	Plan Escalation 2021 (CPI - 7%) - Note 1	Project Plan - Updated December 1, 2022
Storage Projects			
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,179,631
Tree Removal (Homer)	\$ -	\$ -	\$ 232,440
Tree Removal (DiMeo)	\$ -	\$ -	\$ 165,000
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 987,838
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,274,141
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210
DiMeo Contract	\$ -	\$ -	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ -
DiMeo Contract			\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220
DiMeo Contract	\$ -	\$ -	\$ 6,393,630
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 25,555,940
Conveyance Projects			
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 1,913,341
DiMeo Contract (47% of project)	\$ -	\$ -	\$ 1,575,274
Spruce Street	\$ 175,901	\$ 188,214	\$ 188,214
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 935,292
DiMeo Contract (12% of project)	\$ -	\$ -	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,425,202
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,348,227
DiMeo Contract (11% of project)	\$ -	\$ -	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 3,890,870
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,877,707
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 1,914,413
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,070,909
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 4,777,201
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,157,582
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,595,274
Hill Road	\$ 270,802	\$ 289,758	\$ 289,758
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 2,896,846
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,772,835
Flood Prone Property - CIW	\$ -	\$ -	\$ 395,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 34,494,482
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated			
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,172,587
CCFPD Application Fee Adjustment			\$ 495
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440
Strand Contract R-104-2022	\$ -	\$ -	\$ 65,000
Committed Engineering Costs			\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -
Jacobson Contract R-108-2022	\$ -	\$ -	\$ 45,000
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800
Construction Mgmt. - Conveyance	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 6,724,726
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,312,308
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 79,362,730

Allocated Contingency at 12/1/2022 (Note 2): \$ 3,351,065

Previously Committed Costs at 11/1/2022 (Note 3): \$ 31,744,788

Tree Removal Fees / CCFPD Fee Adj. (Note 4): \$ 397,935

Total Costs Committed to Date: \$ 32,142,723

Notes:

- Note 1) The original Council approved plan from November of 2020 was escalated through 12/31/2021 utilizing the U.S. Bureau of Labor Statistics December 31, 2021 Consumer Price Index report.
https://www.bls.gov/news.release/archives/cpi_01122022.htm
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of December 1, 2022.
- Note 3) Cells highlighted in green reflect committed costs as of August 1, 2022. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
 - R-88-2022 (8/16/2022): USACE Mitigation Fees - \$2,200,000.
 - R-58-2019 and R-27-2020: 9/6/22 payments made to New Trier High School (\$279,600) and Winnetka Park District (\$390,000)
 - \$395,000 in flood prone property acquisition costs. In total the property acquisition cost is \$1,295,000 offset by \$900,000 grant from MWRD for a net cost of \$395,000.
 - R-104-2022 - Hibbard Road stormwater design services - \$65,000.
 - R-106-2022 - CCFPD IGA Fees - \$3,173,082
 - R-108-2022 - Golf course construction management costs - \$45,000 (Jacobsen Construction).
- Note 4) The cells highlighted in pink represent updates to the stormwater tracking spreadsheet since November 1st. Since November 1st, there are three items added to the spreadsheet. These are summarized below:
- + R-128-2022 - Tree Removal Contract with Homer Tree Removal - \$232,440
 - + R-129-2022 - Tree Removal Contract with DiMeo Construction - \$165,000
 - + The final CCFPD application fees totaled \$495 more than estimated last month.



Agenda Item Executive Summary

TITLE: Resolution No. R-129-2022: Approving a Change Order - DiMeo Contract Tree Removal (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: December 6, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

On June 21st, 2022, Village Council approved Resolution No. R-75-2022, awarding a contract to DiMeo Brothers, Inc. for the construction of the North of Willow Stormwater Storage Project.

EXECUTIVE SUMMARY:

As noted in Resolution R-128-2022, awarding a contract to Homer Tree Services, Inc. for the tree removal work for the proposed Hibbard Preserve Stormwater Project, the Village is required to remove only those trees impacted as part of the proposed improvements being constructed on the Cook County Forest Preserve property. To ensure that the tree removal work is completed before the end of the year, the Village released a request for bids for a separate tree removal contract. This tree removal bid included the installation of a perimeter construction fence and the construction of site access entrances to the Cook County Forest Preserve site.

The proposed Hibbard Preserve Stormwater Improvements includes various components including tree removal, earthwork and grading, box culvert installation and wetland restoration. The first phase of the work is tree removal. To ensure that the tree removal work is completed before the end of the year, the Village released a request for bids for a separate tree removal contract. The Village will issue another separate bid for the remainder of the site improvements on December 8, 2022 with an anticipated bid opening in the first half of January, 2023.

The release of a bid and contracting for tree removal by December 31, 2022 allows the Village to complete the tree removal work prior to the enactment of a new U.S. Fish and Wildlife Services (USFWS) tree removal regulations, with enforcement to begin on January 1, 2023.

On November 3, 2022, bids were opened and read publicly for the tree removal contract. Only one bid was received for this contract, it was submitted by Homer Tree Services, Inc. for a not to exceed amount of \$506,915.90. Homer Tree Services, Inc. is currently the tree removal contractor performing tree removal activities as part of the North of Willow Stormwater Storage Project. The bid amount proposed by Homer Tree Services was higher than staff and Strand Associates anticipated by approximately \$84,804. After speaking with Homer Tree representatives, we learned that the bid specified contract and work requirements were considered by Homer to be outside the typical scope of work for a tree removal contractor. These requirements included installation of perimeter fencing

around the construction site and construction of access and entrance work. It was these requirements that were a large factor in the higher than anticipated bid amount received.

Due to the limited time to complete the tree removal work, staff began negotiations with the Homer Tree Services to ensure that the scope of work was within their level of comfort, and to establish pricing more fiscally favorable to the Village. During the negotiations, staff learned that Homer preferred not to be responsible for the installation of perimeter fencing and constructing access and entrance activities, since they typically do not do this type of work. Removing the perimeter fencing and access and entrance work reduced the bid to \$232,440.

The project still required perimeter fencing and access and entrance work. Therefore, staff negotiated with DiMeo Brothers, Inc. because unit prices and work activities such as perimeter fencing, and construction access had already been competitively bid and awarded to their company for the North of Willow Stormwater Storage Project. Since DiMeo Brothers is already mobilized and performing similar work across Willow Road, staff was able to negotiate favorable costs for this work totaling \$165,000.

As a result of the negotiated pricing with Homer Tree Service (tree removal only) and DiMeo Brothers (perimeter fencing and construction access), the total project cost is now below the engineer’s cost estimate by \$24,643. The project costs are summarized below:

Engineer’s Cost Estimate	<u>\$422,083</u>
Homer Tree Services - Tree Removal	\$232,440
DiMeo Brothers - Fence and Access	<u>\$165,000</u>
Total Cost	<u>\$397,440</u>

To assure that the proposed construction work begins and is completed on time, and within the framework of the approved agreement with the CCFPD, staff is recommending that the Village Council consider approving resolution R-129-2022 approving change order No. 1 with DiMeo Brother's, Inc. for the installation of perimeter fencing and construction entrances in preparation of the Hibbard Preserve Project for a lump sum fee not to exceed amount of \$165,000.

RECOMMENDATION:

Consider adoption of Resolution No. R-129-2022, approving change order No. 1, as part of the awarded North of Willow Stormwater Storage Project,with DiMeo Brothers, Inc. for the installation of perimeter fencing and construction entrance activities in preparation of the Hibbard Preserve Project for a lump sum fee not to exceed \$165,000.

ATTACHMENTS:

- 1. Resolution No. R-129-2022: Approving a Change Order - DiMeo Contract Tree Removal

RESOLUTION NO. R-129-2022

**A RESOLUTION APPROVING CHANGE ORDER NO. 1
TO THE CONTRACT WITH DI MEO BROTHERS, INC.
FOR CONSTRUCTION SERVICES FOR
THE NORTH OF WILLOW ROAD STORMWATER STORAGE PROJECT**

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, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village engaged in various studies and planning for major infrastructure and other improvements for managing stormwater to reduce flooding in the Village (***“Stormwater Master Plan”***); and

WHEREAS, in 2015, the Village hired Strand Associates, Inc. (***“Consultant”***) to prepare a stormwater management study and to develop and evaluate alternatives for managing stormwater within western portions of the Village; and

WHEREAS, as a result of its extensive study, the Consultant recommended the construction of certain stormwater improvements on a 49-acre parcel located at the northwest corner of Hibbard Road and Winnetka Avenue in unincorporated Cook County, Illinois (***“Property”***), which Property is owned by the Forest Preserve District of Cook County (***“District”***); and

WHEREAS, on August 2, 2017, the District and the Village entered into a “Memorandum of Mutual Understanding Related to Use of Forest Preserve of Cook County Lands for Construction and Continuous Term Usage or Stormwater Management Wetlands Project” (***“MOU”***), which MOU provided for the negotiation of an intergovernmental agreement (***“IGA”***) to allow the Village to construct and install approximately 74 acre-feet of stormwater infrastructure improvements on the Property (***“Project”***); and

WHEREAS, on November 18th, 2022, the Village entered into the IGA with the District for the Project; and

WHEREAS, on June 21st, 2022, the Village entered into a contract (***“Contract”***) with Di Meo Brothers, Inc. (***“Contractor”***) for Contractor to install new stormwater storage facilities north of Willow Road (***“Work”***); and

WHEREAS, as part of the Project, the Village is required to remove various trees from the Hubbard Road Preserve (***“Tree Removal Services”***), which requires the erection of construction fencing and construction access services (collectively ***“Additional Services”***); and

WHEREAS, after entering into the Contract for the Work, the Village determined that it would cheaper to have Contractor perform the Additional Services than to retain another contractor to provide the Additional Services; and

WHEREAS, the Contractor has offered to perform the Additional Services for an additional amount not to exceed \$165,000.00 pursuant to a change order to the Contract ("**Change Order No. 1**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 1 with the Contractor;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 1. The Village Council approves Change Order No. 1 in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 1, after receipt by the Village Manager of two executed copies of Change Order No. 1 from Contractor; provided, however, that if the Village Manager does not receive two executed copies of Change Order No. 1 from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal Change Order No. 1 will, at the option of the Village Council, be null and void.

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

ADOPTED this 6th day of December, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

DiMeo Bros., Inc.
720 Richard Lane, Elk Grove, IL 60007
Tel 847.640.2240 Fax 847.640.2221

November 11, 2022

To: Village of Winnetka
Attn: Jim Bernahl
1390 Willow Rd
Winnetka, IL 60093

RE: Village of Winnetka- Hibbard Preserve Tree Removal Project
Winnetka, IL

Dear Jim,

DiMeo Brothers proposes the following:

Item #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Stabilized Construction Entrance	SY	166	\$80.00	\$13,280.00
2	Temporary Chain Link Gates, 8' x 30'	EA	2	\$4,750.00	\$9,500.00
3	Temporary Chain Link Fence w/ Opaque Screening, 8'	LF	1980	\$39.00	\$77,200.00
4	Temporary Stream Crossing	L SUM	1	\$65,000.00	\$65,000.00

Bid Total: \$165,000.00

Our proposal is based on drawings designed by Strand & Associates. Plan Date: 9/27/22, Plan Sheets 1-16.
Addendum #1 has been acknowledged.

Additional Notes/Clarifications:

- Price includes all labor, material, & equipment for the above scope of work
- Pricing is good through 2022
- Temporary chain link fence to be an equivalent product to the fence installed on the Phase I North of Willow Project
- After tree removal project completion- fence rental to be transferred to owner (Village of Winnetka)
- Stream crossing installation as shown on detail- including proper bypassing/dewatering for culvert pipe installation
- All items are to be left in place after installation (no removals)

Exclusions:

- Any sales tax, permits, fees, or bonds
- Excessive dewatering or well pointing (more than a 3" pump)
- Removal/disposal of any unsuitable/contaminated soils or undercuts
- Soils testing or LPC 662/663 reports
- As-built drawings, site layout, NPDES plan or SWPPP reports
- Any chemical treatment of dewatered/bypassed water at stream crossing location
- Any special wetland controls, stabilization, or restoration
- Any grading, demolition, erosion control, traffic control, turf mats, or pavement/landscaping restoration

Respectfully submitted,


Tyler Walker
DiMeo Brothers Inc.

Project	Council Approved Plan 11/2020	Plan Escalation 2021 (CPI - 7%) - Note 1	Project Plan - Updated December 1, 2022
Storage Projects			
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,179,631
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Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 4,777,201
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,157,582
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,595,274
Hill Road	\$ 270,802	\$ 289,758	\$ 289,758
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 2,896,846
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,772,835
Flood Prone Property - CIW	\$ -	\$ -	\$ 395,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 34,494,482
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated			
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,172,587
CCFPD Application Fee Adjustment			\$ 495
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440
Strand Contract R-104-2022	\$ -	\$ -	\$ 65,000
Committed Engineering Costs			\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -
Jacobson Contract R-108-2022	\$ -	\$ -	\$ 45,000
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800
Construction Mgmt. - Conveyance	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 6,724,726
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,312,308
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 79,362,730

Allocated Contingency at 12/1/2022 (Note 2): \$ 3,351,065

Previously Committed Costs at 11/1/2022 (Note 3): \$ 31,744,788

Tree Removal Fees / CCFPD Fee Adj. (Note 4): \$ 397,935

Total Costs Committed to Date: \$ 32,142,723

Notes:

- Note 1) The original Council approved plan from November of 2020 was escalated through 12/31/2021 utilizing the U.S. Bureau of Labor Statistics December 31, 2021 Consumer Price Index report.
https://www.bls.gov/news.release/archives/cpi_01122022.htm
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of December 1, 2022.
- Note 3) Cells highlighted in green reflect committed costs as of August 1, 2022. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
 - R-88-2022 (8/16/2022): USACE Mitigation Fees - \$2,200,000.
 - R-58-2019 and R-27-2020: 9/6/22 payments made to New Trier High School (\$279,600) and Winnetka Park District (\$390,000)
 - \$395,000 in flood prone property acquisition costs. In total the property acquisition cost is \$1,295,000 offset by \$900,000 grant from MWRD for a net cost of \$395,000.
 - R-104-2022 - Hibbard Road stormwater design services - \$65,000.
 - R-106-2022 - CCFPD IGA Fees - \$3,173,082
 - R-108-2022 - Golf course construction management costs - \$45,000 (Jacobsen Construction).
- Note 4) The cells highlighted in pink represent updates to the stormwater tracking spreadsheet since November 1st. Since November 1st, there are three items added to the spreadsheet. These are summarized below:
- + R-128-2022 - Tree Removal Contract with Homer Tree Removal - \$232,440
 - + R-129-2022 - Tree Removal Contract with DiMeo Construction - \$165,000
 - + The final CCFPD application fees totaled \$495 more than estimated last month.