

Winnetka Village Council
STUDY SESSION
Village Hall
510 Green Bay Road
Tuesday, June 11, 2013
7:00 PM

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

AGENDA

- 1) Call to Order
- 2) Stormwater Community Engagement Plan.....2
- 3) 2013 Strategic Planning32
- 4) Public Comment
- 5) Adjournment

NOTICE

All agenda materials are available at villageofwinnetka.org (*Council > Current Agenda*); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd floor).

Broadcasts of the Village Council meetings are televised on Channel 10 and AT&T Uverse Channel 99 every night at 7 PM. Webcasts of the meeting may also be viewed on the Internet via a link on the Village’s web site: villageofwinnetka.org

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator – Megan Pierce, at 510 Green Bay Road, Winnetka, Illinois 60093, 847.716.3543; T.D.D. 847.501.6041.



Agenda Item Executive Summary

Title: Stormwater Community Engagement Plan

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 06/11/2013

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Bid Authorization/Award |
| <input checked="" type="checkbox"/> | Policy Direction |
| <input type="checkbox"/> | Informational Only |

Item History:

None.

Executive Summary:

In May, the Village Council made a series of critical decisions, ultimately opting to pursue a stormwater utility fee as the financing mechanism for a comprehensive Stormwater Improvement Program, with a total estimated cost of \$41,120,931. Council then directed Staff to craft a plan to solicit widespread public input on the Stormwater Improvement Program and Financing.

Throughout the Council's evaluation of the Stormwater Improvement Program, the Village has communicated regularly with the community, via methods such as the Village website, E-Winnetka newsletter, Winnetka Report, and a dedicated Stormwater Master Plan website. However, developing consensus on the total stormwater program necessitates different methods of engagement. It is important for the Village to create a dialogue with the community-- educating stakeholders and also offering various opportunities for input.

The Stormwater Community Engagement Plan that follows outlines a process, including special communication materials, focus group meetings, and a community-wide stormwater survey. Staff anticipates this process would begin in July, 2013 and conclude in October, 2013, with final reports to the Council in November and December, 2013.

Recommendation / Suggested Action:

Advise if Staff should proceed to implement the Stormwater Community Engagement Plan as outlined in July, 2013. Specifically, should Staff:

- Issue a Special Edition of the Winnetka Report?
- Facilitate Focus Group Meetings (four Resident and two other Stakeholders) with the assistance of our consultants?
- Administer a Community-Wide Survey on the Stormwater Improvement Program?

Attachments:

- A. Stormwater Communications, Summary of Activities To-Date
- B. Stormwater Community Engagement Plan Overview
- C. Village Drainage Area Map
- D. Public Works Engagement Plan Memo
- E. CBBEL Public Outreach Proposal
- F. MFSG Implementation Proposal

Agenda Report

Subject: Stormwater Community Engagement Plan

Prepared By: Robert M. Bahan, Village Manager

Date: June 5, 2013

Since the severe and widespread flooding Winnetka experienced in July, 2011, the priority of the Village Council has been the study of proposed stormwater infrastructure improvements to protect against repetitive and structural flooding throughout the community. In May, 2013, the Council completed a six-month analysis of a stormwater utility, and accepted the recommendations of Municipal & Financial Services Group (MFSG) to implement a stormwater utility fee to finance 100% of proposed improvements. Having consensus on the financing mechanism, in May the Council also voted to proceed on a comprehensive Stormwater Improvement Program, including projects with a total estimated cost of \$41,120,931. Council guidance then directed Village Staff to proceed with the development of a draft Request for Qualifications for the Willow Road Tunnel Project, as well as to craft a plan to solicit widespread public input on the Stormwater Improvement Program and Financing.

Communications To-Date

Throughout the Council's evaluation of the Stormwater Improvement Program, the Village has communicated regularly with the community, via methods such as the Village website, E-Winnetka newsletter, Winnetka Report, and a dedicated Stormwater Master Plan website. Most notably, the Village and Master Plan websites contain a complete history of stormwater studies and progress to-date, including project documents and Staff reports. In addition, both E-Winnetka and the Winnetka Report have been used to provide key issue summaries and overviews of projects, such as the Stormwater Master Plan and Stormwater Utility Feasibility Study. The feedback the Village has received thus far, mostly through the "Stormwater Comments" e-mail box and during public comment at Council meetings, is the start of an important dialogue. A summary of the Communication Activities to-date is included here as *Attachment A*.

Overview and Timeline

In order to develop community-wide consensus around the Stormwater Improvement Program and Financing, the Village plans to engage its stakeholders in a dialogue—allowing the Village to educate stakeholders about the proposed improvements and potential impacts, while at the same time offering various opportunities for input. The Stormwater Community Engagement Plan, shown as *Attachment B*, provides for both qualitative and quantitative methods for gathering feedback. It is important to offer meaningful ways for people to have a dialogue about these critical issues, as well as to gather data for the Village to gain a sense of the community's "temperature" on stormwater management.

The substantive work is projected to begin in July, 2013 and conclude in October, 2013, with final outcomes coming before the Council in November and December, 2013. This is an extended timeline, but has been designed to encourage full resident participation, which declines during summer vacations. Also, the Village wants to avoid a conflict with the distribution of the annual Caucus Council survey that is generally done in September.

Winnetka Report- Special Edition

The substantive engagement activities would begin in July, with a special edition of the Village's hard-copy newsletter, the Winnetka Report. The newsletter would outline key Village Council actions to-date, and also summarize the projects proposed in the Stormwater Improvement Program. The Special Edition of the Winnetka Report is a forum to offer an updated, factual report to the community, prior to resident focus group meetings. Additionally, the Special Report would be shared with our large e-mail list through E-Winnetka.

Stakeholder Focus Group Meetings

Focus groups are the largest component of the engagement plan; residents, government agencies (tax-exempt and not-for-profit), and commercial property owners would all be engaged in separate meetings, due to the varied perspectives and concerns of these stakeholders. The Village's communication tools would be heavily used to invite and remind all stakeholders to attend these open, public meetings. Resident focus groups would be arranged by drainage area, combining areas that will benefit from certain projects. Focus group meetings with stakeholders would take place in July, August, and September, as indicated on *Attachment B*. *Attachment C* is the drainage area map, which corresponds to the organization of the resident focus group meetings, though the specific organization may change as planning advances. All meetings will be held at the Winnetka Community House, with the dates and times to be determined.

Focus groups would be structured in a "semi-facilitated" manner—meaning that Village Staff and consultants would make a brief presentation of the overall Stormwater Program and Financing, cover the projects and benefits specific to the participant's area, and then open the floor to questions from participants. As many questions as possible would be answered during a two-hour time frame, and then we plan to develop comprehensive Q & A sheets based on the discussion at each meeting. Area maps, engineering exhibits, and recent study documents would be made available at the meetings. As an additional educational element, the presentation on the Stormwater Program would be video recorded and aired as a Webcast and on Winnetka Cable Channel 10.

To ensure the Village's ability to fully respond to focus group questions, it is anticipated we will require input and some participation from our consultants, including Christopher B. Burke Engineering, Ltd. (CBBEL), Baxter & Woodman, as well as Municipal & Financial Services Group (MFSG). It is important to note that Baxter & Woodman, as part of their Master Plan development process, will also be conducting seminars with residents in 2013. At this time, tentative seminar topics include regulations, residential mitigation initiatives, and environment/sustainability. We believe these seminars will likely be conducted after the Village's focus groups, probably in October or November.

Attachment D is a memo from Public Works Director Steve Saunders that explains the role of the Village's consultants in the Engagement Plan. While CBBEL would be a participant in focus group meetings and would advise on materials, MFSG would focus on the stormwater billing database, utility documentation, and the development of the online calculator tool. Staff estimates the online stormwater utility fee calculator will be launched prior to the completion of the new Village website, therefore it would be permanently located on the Village's Stormwater Master Plan website (www.winnetkastormwaterplan.com). The Master Plan site analytics reflected in *Attachment A* demonstrate that residents are regularly looking to this source for information. Both firms have provided a cost estimate for their services (*Attachments E and F*), though authorizations for this consulting work will not be brought before the Council until the Plan details are finalized.

Village-Wide Survey

Having provided education on the proposed Stormwater Program and received input from the Winnetka community, the Village will have the feedback necessary to develop an objective and comprehensive survey tool. The survey will offer quantitative data about Winnetka's stormwater management and create another opportunity for stakeholder feedback. Village Staff would construct a survey document covering key topics and distribute it to each household in Winnetka. The survey would combine question formats, such as multiple choice, rating, and open-ended. A critical aspect of this process will be promoting the survey throughout the community and encouraging participation—using our electronic communication methods, as well as kiosk posters, CodeRed special message calls, and utility bill messages. A reminder post-card would be sent to every household approximately half-way through the survey.

Staff recommends that one survey be mailed to each address in Winnetka, and that all surveying be conducted in a paper format. Residents would have approximately three weeks to complete the survey, which would be distributed after the annual Caucus Council survey, and then the Village would compile the data. Staff proposes to submit the survey for Council review in mid-September, as depicted in *Attachment B*. Going forward, Staff will be evaluating the benefit of hiring a professional, third party expert to assist in the development of the survey tool, and possibly in the actual survey administration.

Although the qualitative and quantitative feedback that is received will be compiled and shared throughout the Engagement Plan process, we anticipate bringing these items formally before the Council at meetings in November and December. During the Engagement Plan activities, the Village would continue to rely heavily on the Village and Master Plan websites, E-Winnetka, Winnetka Report, and Cable Channel 10 to communicate updates and progress to the community at-large.

Recommendation:

With concurrence from the Village Council, Staff will proceed with implementation of the Stormwater Community Engagement Plan in July, 2013. Council input is requested on the following:

- Issue a Special Edition of the Winnetka Report?
- Facilitate four Resident and two other Stakeholder Focus Group Meetings with the assistance of our consultants?
- Administer a Community-Wide Survey on the Stormwater Improvement Program?

ATTACHMENT A
Stormwater Communications

Summary of Activities To-Date
May, 2013

- *“StormwaterComments” email box established in 2011*
 - Emails received in 2011: 14
 - Emails received in 2012: 36
 - Emails received in 2013 (as of 5/31/13): Over 70

- *Stormwater Master Plan website established September, 2012*
 - www.winnetkastormwaterplan.com
 - Website analytics show that (as of 5/31/13):
 - 546 unique visitors
 - 3,664 page views
 - Most popular pages: Residential Mitigation, FAQs, Schedule, and Work/Studies Completed

- *Post Council Action meeting summaries to Village website homepage*
 - Summaries date to August, 2011
 - Maintain dedicated stormwater page and archive of key planning documents
 - Council Action summaries and related documentation also posted to Master Plan website
 - Extensive FAQ section based on feedback received

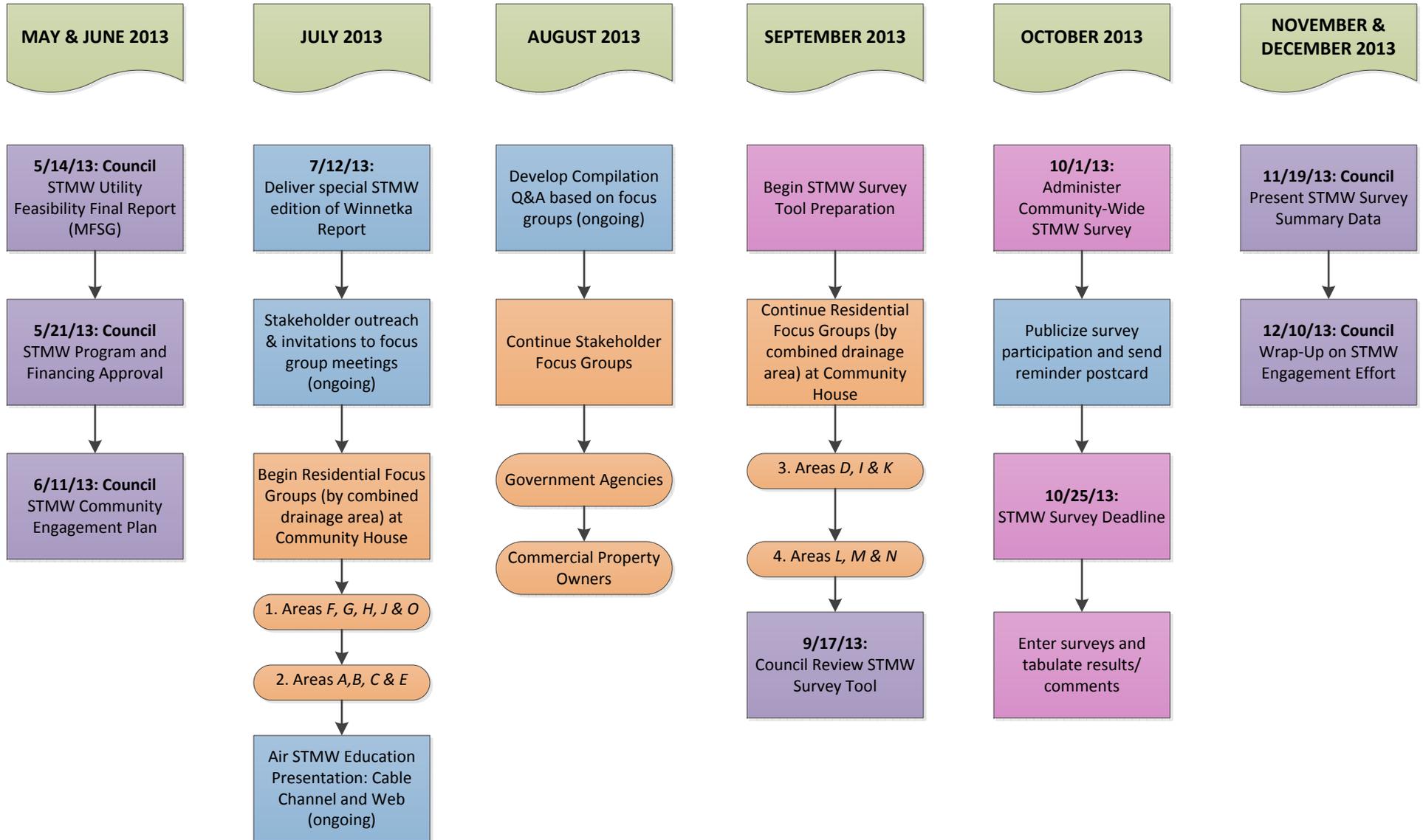
- *Held two Residential Stormwater Mitigation Seminars in September, 2012*
 - Over 70 residents in attendance
 - Videos of seminars were aired on Winnetka Cable Channel 10
 - Created dedicated “Mitigation” section of Master Plan website

- *Issued special Winnetka Report and E-Winnetka news alerts to residents*
 - E-Winnetka
 - ~30 special articles and updates
 - Winnetka Report
 - Special stormwater articles included in: Fall and Winter 2011; Summer, Fall, and Winter 2012; and Spring and Summer 2013.

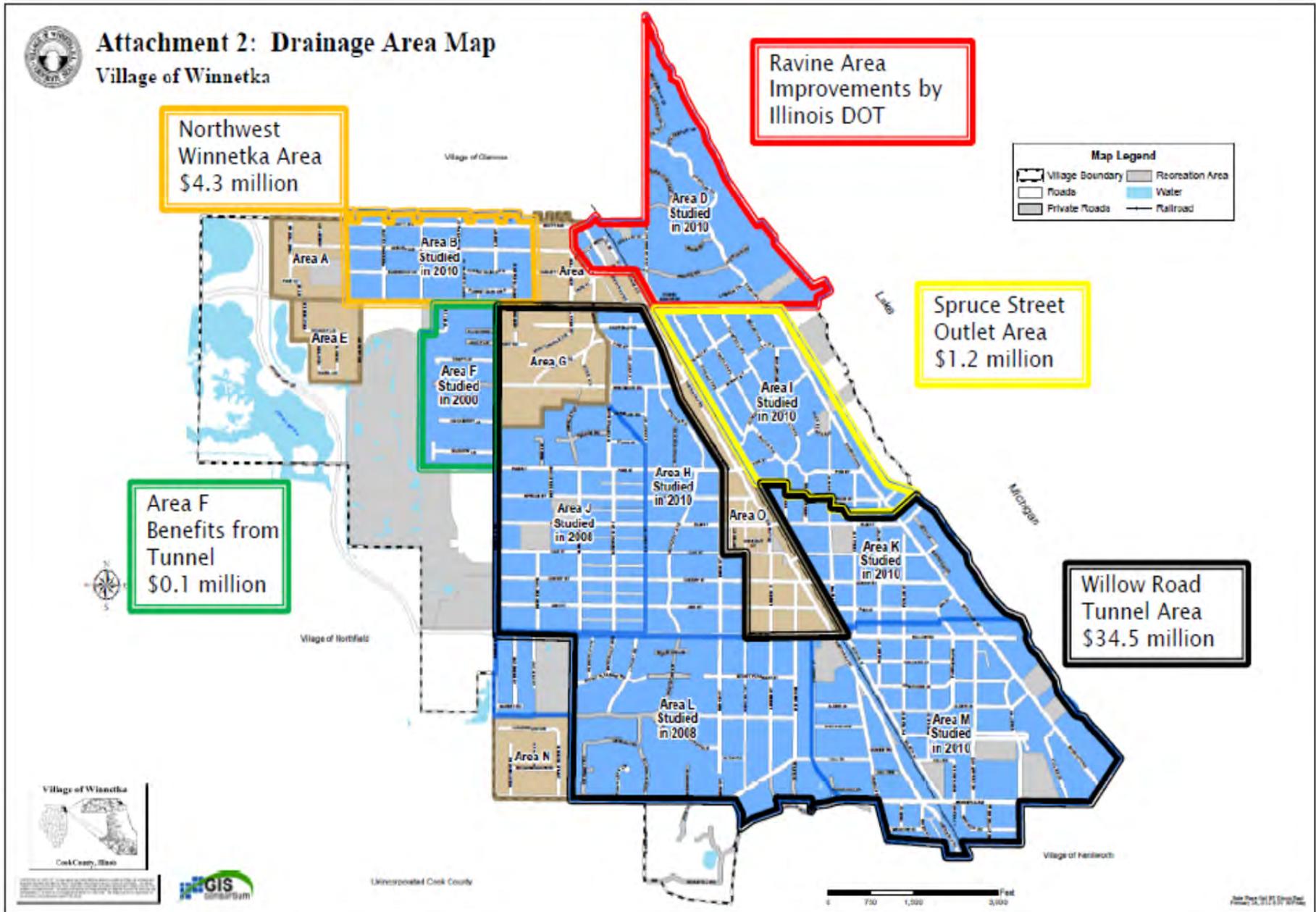
- *Developed Stormwater Monthly Report for Village Council in September, 2012*

- *Regularly air Village Council Regular and Study Session Meetings on Cable Channel 10*

VOW STMW Community Engagement Plan



- Legend:
- Blue Box= Communication/Outreach
 - Purple Box= Council Meeting
 - Orange Box= Engagement Activity
 - Pink Box= Survey



VILLAGE OF WINNETKA

MEMORANDUM

TO: ROB BAHAN, VILLAGE MANAGER
FROM: STEVE SAUNDERS, DIR. OF PUBLIC WORKS/VILLAGE ENGINEER
DATE: JUNE 5, 2013
SUBJECT: STORMWATER COMMUNITY ENGAGEMENT PLAN

Because a successful Stormwater Community Engagement process will require the participation of some of the professional consultants, I have reached out to both Christopher B. Burke Engineering, Ltd. (CBBEL) and Municipal & Financial Services Group (MFSG) to document their assistance and the cost implications.

CBBEL. CBBEL, who has extensively studied the Village and helped Staff to develop many of the stormwater improvements currently under consideration, would be critical participants at any public meetings. Their input on public education documents and presentations would also be necessary. CBBEL is willing to be part of this process and has submitted a proposal outlining their services for “Public Education and Outreach.” Their proposal is attached.

MFSG. Having recently finalized the Stormwater Utility Feasibility Study, MFSG has a complete and thorough understanding of the utility program the Village plans to pursue to fund stormwater improvements. MFSG’s original proposal covered the Feasibility Study, but not an implementation phase, since the recommended outcomes were unknown at the time. MFSG has now submitted a proposal to provide “Implementation Assistance,” which would comprise two phases. Their Implementation Proposal includes estimates for participating in the Village’s Community Engagement—focusing on collaboration in the development of fact sheets, tax exempt property information packets, the survey, and presentations. MFSG would also create the online stormwater bill calculator, which would allow people to estimate the stormwater fee for their particular parcel. Necessarily, MFSG’s Community Engagement work would be preceded by significant efforts on the development of the stormwater database billing file, as well as policies and procedures. Their proposal, including the hours for Community Engagement, is attached here, though this item will be separately addressed with the Village Council for further consideration and authorization at a later date.

CBBEL has submitted a proposal of \$8,715. MFSG has estimated engagement services at \$23,283 (total Implementation Proposal \$89,766). Were the Village to move forward, the total estimate for the participation of these consultants in the Community Engagement process would be \$31,998.



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

June 2, 2013

Village of Winnetka
 510 Green Bay Road
 Winnetka, IL 60093

Attention: Mr. Steven Saunders
 Director of Public Works / Village Engineer

Subject: Professional Engineering Services Related to
 Public Education and Outreach with Regards to
 Stormwater Management in Winnetka

Dear Mr. Saunders:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services as a follow-up to our stormwater work with the Village of Winnetka (Village). Below is our Understanding of Assignment, Scope of Services and Fee.

UNDERSTANDING OF ASSIGNMENT

CBBEL understands that we will provide a support role to Village staff in preparing presentations and attending the public meetings. We will assist the Village with our knowledge of the existing and proposed stormwater management systems for the Village as well as our knowledge and experience in dealing with many public education meetings and residents as it relates to stormwater and flooding.

SCOPE OF SERVICES

Task 1 – Assistance in Reviewing and Developing Public Education/Engagement

Process: CBBEL will assist the Village in preparing a power point presentation on stormwater management practices for the public forums and Village Council Meetings.

Task 2 – Attendance at 6 Public Forums: A CBBEL staff member will attend six public forums and assist in the PowerPoint presentation. The staff member will also be available after the forums to answer questions from attendees.

Task 3 – Attendance at 2 Village Council Meetings: A CBBEL staff member will attend two Village Council Meetings to discuss the stormwater management projects, public participation and education.

FEE

<u>Task</u>	<u>Description</u>	<u>Fee</u>
1	Assistance in Reviewing and Developing Public Education/Engagement Process	\$ 2,625
2	Attendance at 6 Public Forums	\$ 4,410
3	Attendance at 2 Village Council Meetings	\$ 1,680
	TOTAL	\$ 8,715

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Attachment: Standard Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE VILLAGE OF WINNETKA:

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2013

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	134
Survey III	130
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	137
Engineering Technician III	112
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	160
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	100
Information Technician I/II	67

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2013.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Village of Winnetka



Proposal to Provide Stormwater Utility Implementation Assistance



June 4, 2013

Prepared by



Municipal & Financial Services Group



Municipal & Financial Services Group

June 4, 2013

Steven Saunders, P.E.
Director of Public Works
Village of Winnetka
303 W. Commonwealth Ave.
Winnetka, IL 92832

Dear Mr. Saunders:

The Municipal & Financial Service Group has enjoyed the opportunity to work with and for the Village of Winnetka on the Stormwater Utility Feasibility Study. Based on our recent discussion, I am pleased to submit the following proposal to provide the Village with assistance with public engagement and implementation of a stormwater utility. We are excited about the continued opportunity to work with you and the Village. The following proposal provides a scope of work for this effort and a not to exceed fee proposal. Please review the document and provide any comments or concerns you may have at this time.

Very truly yours,

A handwritten signature in black ink, appearing to read "David Hyder".

David Hyder
Vice President
The Municipal & Financial Services Group

The following document presents a brief background, proposed scope of work and fee proposal for assistance with public engagement and implementation of a stormwater utility.

Background

In the fall of 2012 the Village engaged the services of the Municipal & Financial Services Group (MFSG) to analyze funding options for capital improvements necessary within the stormwater system to reduce the flood risk within the Village. A key component of the study was the evaluation of the feasibility of funding these improvements via a Stormwater Utility. MFSG completed the analysis using an approach that included significant input and involvement with the Village Council through a series of workshops. At the conclusion of the study, MFSG presented several recommendations with the key recommendation being that a stormwater utility be established within the Village to equitably fund at least a portion of the stormwater system capital improvements. The Village Council evaluated the recommendations and provided policy guidance that further refined the recommendations. At this time, the Village would like to conduct an extensive community engagement effort to solicit input from the community and to educate the public regarding the potential stormwater utility. The following scope of work outlines MFSG's proposed role in the public engagement process and our assistance with the implementation of the utility. The scope of work is structured around the implementation schedule developed by MFSG as part of the Stormwater Utility Feasibility Study Final Report. The scope of work is presented below in two phases with Phase I consisting of Tasks 1 – 3 and with Phase II consisting of Tasks 4 – 6. The tasks associated with Phase I would commence first with some of the tasks continuing as Phase II is completed as shown in the implementation schedule.

Phase I

Task 1: Stormwater Database Billing File

As part of this Stormwater Utility Feasibility study, the initial components of the stormwater billing database were developed. The amount of impervious area for each parcel in the Village has been determined. However, it will be necessary to further review the impervious area determinations to ensure a high level of accuracy. To develop a final database billing file MFSG will complete the following tasks:

- A detailed review of the draft impervious area database to identify all discrepancies in the data.
- Identification and allocation of impervious area based on policy direction from Village regarding items such as the handling of private drives, pools, patios, mixed use development, vacant property, etc.

- Assignment of the impervious area and resulting number of ERU's to each billing account. The Village Council provided policy guidance that the stormwater fee would be included on the existing utility bill. MFSG will work with the Village Staff to establish the crosswalk between the parcel and the utility bill to allow for assignment of the ERU's. This will include identification of parcels that currently do not receive a utility bill, if any, and a plan for billing these parcels.
- Once the billing database file is finalized, MFSG will assist the Village with testing the file to ensure the accuracy of file.
- MFSG will assist the Village with development and documentation of a procedure for maintenance of the billing file.

Deliverables: Finalized stormwater billing file for all parcels in the Village and procedure for maintenance of the file.

Task 2: Policies and Procedures

The Village will need to adopt policies and procedures for the stormwater utility many of which will be reflected in the utility ordinance. The stormwater feasibility study touched on some of the major policies issues that must be addressed by the Village if a stormwater utility is implemented. These include a billing methodology, appeals process and credits/incentives program. The Council informally provided policy guidance on these issues at the conclusion of the feasibility study. However each issue will require further review prior to formal adoption. The legality of not offering a credit program still requires further review by the Village attorney and the result of the review may or may not require further development of a credit manual. There are additional policies that must be addressed such as:

- The inclusion or exclusion of vacant undeveloped parcels
- Billing for mixed use parcels (how is impervious area allocated to property owners)
- Inclusion or exclusion of land features such as private drives, gravel driveways, stone areas, sidewalks, pools, patios and decks in the impervious area database.

MFSG will assist the Village in identifying all of the key policy issues that will need to be addressed and the necessary procedures for a functioning stormwater utility. These policy issues and procedures will be detailed in a report delivered to the Village for review with the Village Council. MFSG will present the policy and procedures to the Village Council with specific recommendations based on our industry expertise. Many of these policies and procedures will impact the billing file development, so these items will need to be addressed early in the implementation process.

Deliverables: A report and presentation outlining the key policy issues and stormwater utility procedures for consideration by the Village Council. MFSG will present the report at a Village Council meeting.

Task 3: Community Engagement

A key component of the implementation of the stormwater utility will be providing public outreach and education throughout the Village. Residents, businesses and tax-exempt entities that will soon be paying the new utility fee need to understand the importance of stormwater management, the impacts that stormwater has within the Village and why a stormwater fee is an appropriate means of funding the system. The Village has developed a community engagement plan to reach out to the public. MFSG will serve primarily as a content expert in support of this plan. The specific tasks to be completed by MFSG including the following:

- Develop of stormwater utility fact sheets for inclusion in press releases and mailers.
- Development of a frequently asked questions sheet for inclusion on the Village website.
- Development of information packets for tax-exempt properties which will include presentation materials, fact sheets, specific stormwater bills and necessary items to allow for one-on-one meetings between the Village and the tax-exempt parcel owner.
- Develop an online stormwater bill calculator that allows parcel owners to see their specific stormwater bill based on the updated stormwater billing database. MFSG will rely on the Village web developer to code / host the calculator on the Village website.
- Assist the Village with the development of a stormwater utility educational video(s) to be hosted on the Village website.
- Assist the Village with the development of community wide stormwater survey materials.
- Develop an “Understanding your utility bill” document that explains the utility bill and how the stormwater fee is charged, to accompany stormwater bill.
- Development of a public engagement process and results presentation and report for delivery to the Village Council at the conclusion of the public engagement.

Deliverables: Stormwater utility fact sheets, frequently asked questions sheet, tax-exempt parcel information packets, online bill calculator, materials for educational videos, survey materials, an understanding your bill document, report and presentation summarizing the public engagement process. As part of this task, MFSG will participate in two onsite meetings with the Village

Council at the conclusion of the public engagement to 1) summarize the survey data results and 2) summarize the public engagement process.

Phase II

Task 4: Finalize Stormwater Fee, Pro-Forma and SW Enterprise Fund Budget

A finalized stormwater fee will need to be developed and approved by the Village Council. MFSG will assist the Village in the determination of the final stormwater fee based on:

- The revised stormwater billing database file reflecting the final impervious area analysis and ERU counts.
- Impact of policies adopted by the Village such as a credits / incentives program, billing of vacant lots, billing of multi-family properties, etc.
- The final budget and financing plan for stormwater capital projects.

MFSG will develop a pro-forma for the stormwater utility enterprise fund based on the adopted fees and financing plan and assistance with a final budget for the stormwater utility for the first year of operations.

Deliverables: A report detailing the calculation of the final stormwater fee for adoption and inclusion in the stormwater utility ordinance and pro-forma.

Task 5: Staffing / Training Materials

The implementation of a stormwater utility will require specific staffing resources within the Village. MFSG will assist the Village with the identification of staffing needs for the utility. MFSG will also develop materials to be used by the Village to train staff.

Deliverables: A brief document identifying the staffing needs for the utility and materials for staff training prior to stormwater fee billing.

Task 6: Ordinance

To establish the stormwater utility and associated stormwater fee, the Village Council will need to approve and adopt a stormwater utility ordinance. A draft ordinance was developed by MFSG and included in the Stormwater Utility Feasibility Report. The ordinance will need to be reviewed by Village Legal Counsel and the Village Council. MFSG will complete a review of the final ordinance to ensure it is consistent with the policy direction provided by the Council, that it conforms with industry practice and covers all of the necessary items.

Deliverables: A final ordinance for Village Council review and adoption.

Not to Exceed Fee Proposal

Our not to exceed fee (including all professional fees and out-of-pocket expenses) for the scope of work described above is presented in the following table. We anticipate four onsite meetings with the Village. The meetings will include the following:

- Meeting to develop process for finalization of the billing file (July 2013)
- Meeting to review policies and procedures with Village Council (September 2013)
- Meeting to review survey summary data and impacts (November 2013)
- Meeting to provide overview of community engagement plan (December 2013)

Village of Winnetka Stormwater Utility Implementation	Level of Effort (Hours)				Cost Estimate		
	Hyder	Moher	MFSG Staff	Total Hours	Professional Fees	Expenses	Total Cost Estimate
<i>Phase I</i>							
Task 1 - Stormwater Billing Database File	42	52	70	164	\$ 26,000	\$ 1,292	\$ 27,292
Task 2 - Policies and Procedures	44	42	18	104	\$ 18,450	\$ 1,292	\$ 19,742
Task 3 - Community Engagement	42	40	42	124	\$ 20,700	\$ 2,583	\$ 23,283
Total - Phase I	128	134	130	392	\$ 65,150	\$ 5,166	\$ 70,316
<i>Phase II</i>							
Task 4 - Finalize Stormwater Fee, Pro-Forma and Budget	24	24	20	68	\$ 11,500	\$ -	\$ 11,500
Task 5 - Staffing / Training Materials	18	16	12	46	\$ 7,950	\$ -	\$ 7,950
Task 6 - Finalize Ordinance	12	8	-	20	\$ 3,900	\$ -	\$ 3,900
Total - Phase II	42	40	32	114	\$ 19,450	\$ -	\$ 19,450
Implementation Total	170	174	162	506	\$ 84,600	\$ 5,166	\$ 89,766
<i>Hourly Rates</i>	\$ 225	\$ 150	\$ 125				

Project Schedule

The proposed project schedule is presented in the figure below. The schedule is designed to allow for stormwater utility implementation and billing by July 1, 2014. The activities listed in the schedule are those for which MFSG will be responsible, additional items to be completed by the Village are not identified.

Village of Winnetka Stormwater Utility Implementation Plan	Implementation Schedule											
	2013						2014					
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Task 1: Development of Billing File	[Green bar spanning July to April]											
Detailed Review of Draft Impervious Area File	[Blue bar]	[Blue bar]										
Identify Discrepancies		[Blue bar]										
Data Clean Up			[Blue bar]									
Assign Impervious Area and Stormwater Fee to Billing Accounts				[Blue bar]								
Finalize Billing File / Test Billing File							[Blue bar]					
Task 2: Policy and Procedures	[Green bar spanning July to March]											
Identify Stormwater Policy Issues	[Blue bar]											
Develop Policy and Procedures Report		[Blue bar]										
Village Council Review and Input			[Blue bar]									
Formalize Policies and Procedures (Credit Manual if adopted)				[Blue bar]								
Task 3: Public Outreach and Education	[Green bar spanning July to December]											
Develop/Deliver Public Engagement Materials	[Blue bar]	[Blue bar]	[Blue bar]									
Develop Online Bill Calculator					[Blue bar]							
Public Engagement Reporting					[Blue bar]							
Task 4: Finalized Stormwater Fee, Pro-Forma and Budget	[Green bar spanning November to December]											
Finalize Stormwater Fee Based on Policy and Financial Plan					[Blue bar]							
Pro-Forma						[Blue bar]						
Stormwater Utility Budget						[Blue bar]						
Task 5: Staffing	[Green bar spanning November to March]											
Determine Staffing Needs					[Blue bar]							
Develop Training Materials								[Blue bar]				
Task 6: Establishment of Stormwater Utility	[Green bar spanning December to April]											
Ordinance Update						[Blue bar]						
Village Council Ordinance Review								[Blue bar]				
Ordinance Adoption									[Blue bar]	[Blue bar]	[Blue bar]	[Blue bar]



Agenda Item Executive Summary

Title: 2013 Strategic Planning

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 06/11/2013

Consent: YES NO

<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input checked="" type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

Item History:

July 15, 2011: Village Council Strategic Planning, Goals and Objectives

Executive Summary:

The Council first conducted strategic planning in June, 2011. The planning effort between Council and Staff resulted in the identification of key strategic initiatives that have guided key decisions and operations for the last two years.

Strategic planning is a process that allows leaders to review what has been done, consider present opportunities and challenges, and develop shared strategies for the future. The short and long-term goals that result from strategic planning can be translated into actions. The updating of our strategic plan goals will help focus our efforts and realign our priorities in the continually changing environment.

This report outlines a proposed strategic planning process for 2013, that would take place between July and August, ultimately preparing us for fiscal year 2014/15 budget discussions. The process accounts for sessions for both Council and Staff, as well as for a meeting where all can collaborate on issues. The result would be a two-year plan consisting of a prioritized list of goals, objectives, assignments and timelines.

Recommendation / Suggested Action:

Provide direction on how to proceed with the strategic planning effort for 2013.

Attachments:

1. July 15, 2011 Agenda Report
2. FY 13/14 Budget, Key Strategic Initiatives
3. Fontana Leadership Development Consultation Proposal
4. John Fontana Resume

AGENDA REPORT

TO: Village Council

PREPARED BY: Robert M. Bahan, Village Manager

DATE: June 5, 2013

SUBJECT: Proposed Strategic Planning for 2013

REFERENCE: 2011 Strategic Planning Efforts

Background

During the spring and summer of 2011 the Village Council and Staff conducted its first structured strategic planning effort. As a result, the Village Council identified several initiatives that have helped to guide our efforts over the past two years. Attached is an agenda report from July 2011 identifying critical issues and a narrowed list of priorities from that process. Also attached is the list of Key Strategic Initiatives that informed the fiscal year 2013/14 budgeting process. As the Council knows, the severe flooding that occurred during the summer of 2011 raised stormwater management to the highest priority and stormwater related issues have continued to be the focus of the Council since that time.

Strategic Planning

With new Council leadership and membership, President Greable has requested that the Council again pursue strategic planning. He and I have developed a process that will allow for significant Trustee participation—resulting in consensus regarding organizational priorities and initiatives.

There are a number of reasons to pursue strategic planning. First, it allows the Council and key staff to engage in a leadership exercise that honors the work that has been done, but focuses on the path ahead. Second, it provides an opportunity for the Council to share perspectives, identify and anticipate challenges and develop shared strategies for moving forward. Finally, it provides multiple opportunities for the Council to engage in a dialogue with each other without the press of normal Village business; seek consensus on shared priorities; and achieve organizational alignment. Strategic planning does not require that we all agree; rather it helps us create a common vision of what we desire to accomplish in the future.

A recent ILCMA article identified the core of successful strategic planning efforts; including two primary actions and four key questions. The two actions include 1) Strategy Development, and 2) Strategy Deployment. The four questions under these actions include:

Questions:

1. Where are you now?
2. Where are you going?
3. How will you get there?
4. What will you do?

As noted in the article “The commitment to develop and deploy a plan is the recipe for successfully addressing critical issues facing the organization.” It should be noted that many organizations use strategic plans as a resource allocation guide signaling what is most important and where resources and attention should be directed, especially during the budget process. The two primary actions and four questions are depicted below:



Proposed Strategic Planning Process for 2013

Attached to this agenda report is a proposal from Fontana Leadership Development for a Village Council and Staff strategic planning and goal setting process. John Fontana served as our facilitator for the 2011 process, and his resume is also attached. As noted in the deliverable section of the proposal, the key action steps are outlined below.

1. Individual Council member interviews with the facilitator by phone or in person.
 - a. Timeframe: First two weeks of July.
2. Half-day Department Head session and analysis with the facilitator.
 - a. Timeframe: Last week of July
3. A four- to six-hour Village Council and Village Manager session with the facilitator. This session would allow the Village Council to share perspectives from the previous interviews, review preliminary input from staff and prioritize critical issues from the Council.
 - a. Timeframe: Monday August 5 (late afternoon and evening)
4. A six-hour combined Village Council, Village Manager, Department Heads and facilitator exercise. This session provides the opportunity to have discussions around the preliminary issues identified allowing for staff input, prioritization of the identified issues by the Council, and the initial development of strategies, assignments and timelines.
 - a. Timeframe: Monday, August 26 (late afternoon and evening)
5. Finally, the preparation of a two-year plan consisting of a prioritized list of goals, objectives, assignments and timelines. Once drafted, the plan would be presented to the Council for consideration at a Council meeting in September.

Recommendation:

Council review and discussion regarding the proposed 2013 Strategic Planning Proposal. Provide direction on how to proceed with the Strategic Planning effort for 2013.

AGENDA REPORT

TO: Village Council

PREPARED BY: Robert M. Bahan, Village Manager
Department Heads
Assistant to the Village Manager

DATE: July 15, 2011

SUBJECT: Village Council Goals & Objectives

REFERENCE: Council Strategic Planning Session from June 3, 2011

On Friday, June 3, 2011 the Village Council, Department Heads and key staff met at the Winnetka Community House for a facilitated strategic planning session. The purpose of undertaking the exercise was to get the Council and key Village staff on the leadership balcony to better see the big picture and look towards the future. It also enabled the Council to recognize and understand certain challenges facing the Village, identify tensions, and anticipate potential problems. In addition, the session allowed new members of the organization to share fresh perspectives and new ideas with those who have longer tenure and association with the Village.

The goal of undertaking this strategic planning effort was to develop a two-year work plan to clarify priorities and outline action steps that will assist the Council and staff to move forward effectively and efficiently. This process was designed to support ongoing, close collaboration between the Village Council and key staff members.

During the session on June 3rd, the Council identified strengths, weaknesses, opportunities and the threats of the Village. Thereafter, the team identified the following critical issues:

- Undergrounding electrical wires
- Financial planning – short and long term, pay method and financial education for the public
- Pensions and pension education
- Moderate priced housing
- Downtown revitalization plan – codes, economic development, transportation
- Storm water management
- Future use of land fill
- Communicate, inform and educate the public
- Technology upgrades
- Environmental sustainability
- Human Resources – retirements and transitions, succession planning
- Legislation – fighting bad legislation
- Regionalization of services and intergovernmental relations

Once the critical issues were identified, the participants were asked to prioritize the most important projects for the next two years. This exercise resulted in the following issues being identified in ranked order:

1. Downtown Revitalization
2. Technology Upgrades
3. Communication, Education and Public Relations
4. Storm Water Management
5. Financial Planning
6. Human Resources Planning

As shown below, these critical issues focus on internal improvements and external initiatives, as well efforts that bridge both arenas.

Internal

Technology Upgrades
Financial Planning
Human Resources Planning

Bridging –

Communication / Education /
Public Relations
Financial Planning

External

Downtown Revitalization
Storm Water Management

Once the critical issues were prioritized, the participants broke out into small groups to draft preliminary, but specific, goal statements that were measurable, action-oriented, realistic, and time bound. Afterward these preliminary goal statements were discussed as a whole before being delegated to staff with the direction to draft proposed two-year action steps designed to achieve the stated objectives.

Attached, please find the first draft of these goals and action steps for the Council’s review. As you consider this material, there a few points to keep in mind. First, these documents are intended to outline an *amendable and flexible* work plan to guide the Village as it addresses the identified critical issues moving forward. It is anticipated that refinement of these documents will be an ongoing process over the next two years. Second, while the organization has identified these specific critical issues, that does not mean that existing projects and initiatives no longer have relevance and will be abandoned. For example, the Village Hall renovation project will continue, projects already identified within the Village’s Capital Plan will be brought forward for the Council’s consideration, and the lower boards and commissions will continue to work on issues directed to their attention.

Recommendation: Review the Village of Winnetka’s draft goals and action steps.

**Village of Winnetka FY 13/14 Budget
Key Strategic Initiatives**

Issue	Status	Budget Impact
*Storm Water Management – reduce the severity of flooding within the Village	Progress continues on the Willow Road Tunnel project. Construction on several stormwater improvements in the north and northwest portions of Winnetka are scheduled to commence in 2013.	A separate storm sewer fund has been created with \$7.32 million of capital improvements in the proposed budget. The budget anticipates completing a stormwater master plan and utility feasibility study.
* Financial Planning – ensure strong financial position of the Village over the long term	The budgets are balanced and provide significant cash flow for projects in the capital plan.	The budget sets parameters that limits operating costs. The Village is switching to a calendar fiscal year to improve efficiency and transparency.
* Regionalization – work jointly with other communities to provide better services at a lower cost	The Village works jointly with other communities, such as joint purchasing initiatives and studies.	The proposed budget includes projected savings from shared initiatives, including RED Center and shared IT services with the Village of Glenview.
* Communications / Technology – improve our technology platforms to improve our ability to operate and communicate with the community	The Village has created an e-newsletter which is distributed weekly. The Village's web site is being redeveloped and new financial software was approved in December 2012.	Funds are included to upgrade the Village's web presence and complete the new software package purchase.
* Downtown and Economic Development – facilitate an enhanced business environment and increase revenues	The Village has approved a study with the ULI for commercial assessment and long-term recommendations. The BCDC continues to engage and study the business environment.	The Downtown Revitalization Fund has resources to make some infrastructure repairs and undertake further studies.
* Stewardship of Infrastructure – identify needs beyond the current 5 year capital plan time frame to lengthen our planning time horizon	The Village continues to monitor capital and recommend replacements, repairs, and improvements.	Major capital improvements are planned, including upgrades to the Northfield electric sub station.
* Green / Sustainability Initiatives – incorporate green philosophy into our decision making, as opposed to a separate issue for discussion	The Village is incorporating green philosophy and sustainability initiatives into our operations.	A demolition and construction recycling program is in place. Stormwater efforts, LEED certification of Village Hall, and electronics recycling are additional green initiatives.
* Human Capital Development – improve the skills of our workforce so we can maximize value and plan for future staffing changes	The Village organization continues to evolve to meet customer needs addressing succession planning and training.	Dollars are provided in the budget for organizational changes and staff development.

**Fontana Leadership Development, Inc.
Village of Winnetka
Consultation Proposal**

**Village Council and Staff: Strategic Planning
& Goal Setting Process
June, 2013**

Review of Current Issues

The Village Manager and newly elected Council President have asked me to submit a proposal for a strategic planning and goal setting process. In beginning a strategic planning process, it often helps to examine the recent past, learn from the experience and use it as a spring board to a better future. Whenever there is organizational transition, it is helpful for the Council, the staff (Department Heads) and the manager to get on the leadership balcony and assess the terrain and look to the future together.

A Council planning process can function as an orientation for new Council members, provide an opportunity for Council members to identify critical issues, and achieve organizational alignment. This act of seeing together, through each individual's eyes, allows for the group to tap individual expertise and experience, anticipate issues and challenges and thus be better prepared to meet adversity and guide the Village toward a better future. This consultant proposes a two-phase process.

Goals

The goals for this process are:

- To develop a goal setting activity which establishes direction and which culminates in a 2 to 3 year adaptive plan for the Council
- To orient new Council members and identify organizational priorities
- To foster a spirit of collaboration and dialogue among and between Board and staff

Process

A typical planning process is usually broken into four segments.

1. Feedback from interviews with additions and discussion and agreed upon goals
2. A conversation considering the past history and the current situation
3. Future Plan which will consist of:
 - a. An operating vision or a reaffirmation of the current vision/mission
 - b. Concrete goals
 - c. A prioritization plan/process

- d. An identification of future challenges and strategies for change
4. Closure and evaluation: Given the constraints of time we will evaluate the effectiveness and efficiency of the process and give feedback on group performance.

Phase 1 is a Diagnostic Stage

- Conducting a preliminary SWOT analysis (strengths, weaknesses, opportunities and threats) with the current Council members with an individual 45 minute structured interview, in person or by phone, with the consultant.
- Conducting a 4 hour Department Head/Manager exercise doing a group SWOT analysis.
- The consultant will then collate information and themes for presentation for an initial 4-6 hour Council and Manager session.
- This process will allow the consultant to meet all of the participants and establish a good working relationship with the entire group, and eventually, more productive meetings with Staff.

Phase 2 is the Analysis and Decision Stage

- In the analysis stage, information from the Council interviews and the staff meeting will be presented, new ideas will be solicited and the group will engage in a prioritization process to establish preliminary goals with time lines and person(s) accountable and an understanding of potential obstacles.
- The combined Council, Department Head, and Manager session will seek to confirm and finalize the preliminary goals and timelines.
- The structure of these meetings is best determined after the Diagnostic Phase. Usually about a 6 hour Council and Staff meeting and 2 hours of collation and follow up, where the final plan is collated by the Village Manager and the consultant for presentation to the Council.

Consultant's Role

To facilitate and resource the Board

- To listen and appreciate diverse points of view—drive for synthesis and understanding
- To enhance the Council's ability to make sound judgments—to drive decision making
- To help the group name and manage tension and conflict so the group becomes a conflict positive group.

Deliverables

- Individual Council Interviews (7 interviews approximately 5 to 6 hours)
- ½ Day Department Head SWOT session and analysis
- ½ Day Collation, Presentation, and Planning for Council and Manager Session, Manager and Department Heads and Combined sessions.
- Council and Manager Session estimated at 4 to 6 hours
- Council, Department Heads and Manager Session estimated at approximately 6 hours and 2 hours collation
- Preparation of a two to three year plan consisting of a prioritized list of goals and objectives that will be a blueprint for moving forward.

Estimated Fees

- **Diagnostic Phase: Council Interviews: 1 day: Daily fee \$2500 per day (discounted from corporate rate of \$3500 a day)**
 - 1/2 Day Staff SWOT Session
 - 1/2 Day Collation, Presentation and Planning for Staff and Board and Staff Planning Session
 - Council and Manager Session estimated at 4 to 6 hours
- Council, Department Heads and Manager Session estimated at 4 to 6 hours with up to a 2hour follow up meeting for plan approval.

This is an approximate three day proposal @\$2500 a day for a total of \$7500 plus travel expenses (this is a not to exceed contract - additional time will be contributed services)

Fontana Leadership Development, Inc.

John J. Fontana is the President of Fontana Leadership Development, Inc. an organizational and leadership development firm that provides consultation, educational and facilitation services to improve the effectiveness of leaders in managing individual and organizational change. Fontana Leadership Development, Inc. serves a selective and diverse client base including Fortune 500 companies, small and midsize businesses, family businesses, government groups, not for profit and religious organizations. Where there is change, there is emotion that either motivates or debilitates the judgment of leaders and groups. John's work and educational experience have equipped him with the tools and resources to support leaders as they seek to manage people and processes in complex systems.

For the last ten years, John has been an external consultant to management at David's Bridal, a 350 international bridal store chain. He has functioned as an in-house leadership and organizational development specialist, providing executive coaching, team and group development for both the corporate office and the field organization. John has also worked as a management consultant for Morrison Associates, a psychiatric and specialized medical corporation that "promotes better mental health for executives." John is the past Executive Director of Partners for Catholic Health Ministry Leadership, a consortium of seventeen Catholic Health Organizations. John founded and was the Executive Director of The Crossroads Center for Faith and Work at Old St. Patrick's Church in Chicago, a significant resource in the Chicago business community to encourage ethical and value reflection in the workplace. John was the former Director of Sales and marketing for Kamco Plastics, Inc. in Schaumburg, Illinois.

John has taught management courses at Georgetown University, Dominican University in River Forest, Illinois, the Institute of Human Resources and Industrial Relations at Loyola University of Chicago, and Elmhurst College. He has taught ministry courses at University of Notre Dame, Mundelein College, Loyola University of New Orleans and St. Mary of the Lake University.

John is a graduate of the College of the Holy Cross in Worcester, Massachusetts. He holds a Master's Degree from the Kellogg School of Management at Northwestern University, a Master's Degree in Religious Education from Loyola University of Chicago, and is a Doctor of Ministry Candidate at St. Mary of the Lake University.

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