

**Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
Tuesday, February 16, 2016
7:00 p.m.**

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

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) March 1, 2016 Regular Meeting
 - b) March 8, 2016 Study Session
 - c) March 17, 2016 Rescheduled Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) February 2, 2016 Regular Meeting3
 - b) Approval of Warrant List dated January 29-February 11, 2016..... 6
 - c) Resolution No. R-4-2016: Agreement for Reimbursable Utility Adjustment – Sheridan Road Improvements (Adoption)7
- 6) Stormwater Monthly Summary Report.....22
- 7) Ordinances and Resolutions
 - a) Ordinance No. MC-2-2016: Fire Sprinkler Requirements Amendments (Introduction).....30
- 8) Public Comment

- 9) Old Business: None.
- 10) New Business: None.
- 11) Appointments
- 12) Reports
- 13) Executive Session
- 14) Adjournment

NOTICE

All agenda materials are available at villageofwinnetka.org (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor).

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: <http://winn-media.com/videos/>

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

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
February 2, 2016**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, February 2, 2016 at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order 7:00 p.m. Present: Trustees Andrew Cripe, William Krucks, Stuart McCrary, Scott Myers and Marilyn Prodromos. Absent: Trustee Carol Fessler. Also present: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Public Works Director Steve Saunders, and approximately 11 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) February 9, 2016 Study Session. All of the Council members present indicated that they expect to attend.
 - b) February 16, 2016 Regular Meeting. All of the Council members present indicated that they expect to attend.
 - c) March 1, 2016 Regular Meeting. All of the Council members present indicated that they expect to attend.
- 4) Approval of the Agenda. Trustee Cripe, seconded by Trustee Myers, moved to approve the Agenda. By voice vote, the motion carried.
- 5) Consent Agenda
 - a) Village Council Minutes.
 - i) January 12, 2016 Study Session.
 - ii) January 19, 2016 Regular Meeting.
 - b) Warrant List. Approving the Warrant List dated January 15-28, 2016 in the amount of \$1,039,134.42.
 - c) Resolution No. R-2-2016: Approval and Release of Executive Session Minutes – Adoption. A Resolution approving minutes of closed meetings, keeping some minutes confidential, and authorizing the destruction of audio recordings of executive sessions held on or before August 2, 2014.
 - d) Business District Floral Program. An item authorizing the Village Manager to issue a purchase order to Landscape Concepts Management for the 2016 Business District Floral Program in an amount not to exceed \$27,749.89.
 - e) Public Works and Water & Electric Xerox Copier Machine. An authorization for the purchase of a Xerox copier for a total amount not to exceed \$38,467 over 60 months.

Trustee Myers, seconded by Trustee Prodromos, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Cripe, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: Trustee Fessler.

6) Stormwater. No report.

7) Ordinances and Resolutions.

- a) Ordinance No. MC-1-2016: Proposed Modifications to Zoning Ordinance: Semi-Permeable Surfaces – Adoption. Mr. Saunders explained that the Subject Ordinance will standardize treatment of several previously classified semi-permeable surfaces which had been defined differently for the Zoning Ordinance, Stormwater Utility, and Engineering Design Guidelines, as well as the Metropolitan Water Reclamation District’s Watershed Management Ordinance.

Mr. Saunders said changes to the definition of impermeable surfaces were made at the public hearing on the proposed zoning amendments on January 19. The amended definitions clarify how pavers and gravel will be treated going forward, and make an exception for design permeable surfaces in the event a 100% permeable system is installed.

Mr. Saunders confirmed that the new zoning regulations will eliminate credits which are currently given towards impermeable surface when gravel or pavers are used.

After a brief discussion, President Greable called for audience comment. There being none, he called that matter back for Council deliberation.

Manager Bahan said Staff would ensure no building permits already in process would be negatively affected by the Zoning Ordinance amendments.

Trustee Krucks, seconded by Trustee Cripe, moved to adopt Ordinance No. MC-1-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: Trustee Fessler.

- b) Resolution No. R-3-2016: Approving Agreement with CBRE, Inc. for Financial Analysis, re: One Winnetka Planned Development Application – Adoption. Manager Bahan explained the Council is expected to begin consideration of the One Winnetka Planned Development in late March. To assist the Council with its application review, Staff recommends obtaining an independent economic analysis of the proposed development. He noted that of the two firms chosen for interviews, CBRE was the superior candidate based on its extensive organizational and architectural experience. The One Winnetka developer will reimburse the Village for the cost of CBRE contract.

Martin Stern, Senior Managing Director of CBRE, said he would take full responsibility to ensure no one working on this project has a conflict of interest with either Winnetka or the One Winnetka developer. He explained that the financial modeling scenarios will include the developer’s claims, questions from the Council, and a review of the purported public benefits of the proposed development.

Trustee Myers asked if CBRE could estimate how long the site would remain vacant if the One Winnetka application is denied. Mr. Stern said he would be concerned about why a potential denial of the proposal occurred, as the development community could be

discouraged if they deem it a good project. He added that his goal is to ensure the economics are accurate and to communicate that to the Council and the Winnetka community.

After the Council concluded their questions, President Greable called for public comment.

Pat Balsamo, 1037 Cherry Street. Ms. Balsamo asked if the One Winnetka developer, David Trandell, had any connection to a project referenced in CBRE's proposal on page 89 of the agenda packet. Mr. Stern said Mr. Trandell had no relationship whatsoever with that project.

Attorney Friedman explained the Subject Resolution approves the contract substantially in the form presented; the final negotiated contract will be sent to the Council.

Trustee Myers, seconded by Trustee Krucks, moved to adopt Resolution No. R-3-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: Trustee Fessler.

8) Public Comment. None.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Reports.

a) Village President. None.

b) Trustees.

i) Trustee Prodromos reported that Mrs. Green's officially opened with a ribbon cutting on Wednesday; and Stacked & Folded is on track to open very soon. She added that the Village is also supporting several community events in 2016.

c) Attorney. None.

d) Manager. None.

13) Executive Session. Trustee Cripe moved to adjourn into Executive Session to discuss the sale or lease of property owned by the Village of Winnetka, pursuant to Section 2c(5) and 2c(6) of the Illinois Open Meetings Act. Trustee Prodromos seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Cripe, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: Trustee Fessler.

President Greable announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 7:34 p.m.

14) Adjournment. Trustee Myers, seconded by Trustee Krucks, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:21 p.m.

Deputy Clerk



Agenda Item Executive Summary

Title: Approval of Warrant List

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 02/16/2016

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Warrant List dated January 29-February 11, 2016 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated January 29-February 11, 2016.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-4-2016: Agreement for Reimbursable Utility Adjustment – Sheridan Road Improvements (Adoption)

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

Agenda Date: 02/16/2016

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

Consent: YES NO

Item History:

The Illinois Department of Transportation (IDOT) has commenced a pavement improvement on Sheridan Road through Winnetka and Glencoe, including stormwater improvements aimed at reducing severe and frequent flooding of the bottom of the “Ravines”. This flooding necessitates road closures, roadway cleanup, and has resulted in stranded vehicles and drivers after severe rains. IDOT’s proposed stormwater improvements include a new 48-inch storm sewer that is in conflict with an existing pad-mount three-phase transformer, and the electric service and control panel for the Village’s sanitary sewer lift station.

Executive Summary:

The existing transformer and control equipment are located on public right-of-way that IDOT assumed was part of the Sheridan Road state-owned right-of-way. Accordingly, IDOT initially requested that these facilities be relocated at the Village’s expense. Upon further investigation, however, Village staff was able to demonstrate that the section of right-of-way east of Sheridan Road running to Lake Michigan is Village-owned. As a result, while IDOT can request relocation of the subject facilities, they are obligated to pay any associated relocation expenses.

Village staff has identified a suitable location on the bluff south of the current location to construct a mounting pad for the transformer and control panel that would allow relocation to avoid conflict with the proposed storm sewer. The new pad will include a foundation and retaining wall, for stability, and will be constructed by Village crews. Transformer relocation will be completed by the Village’s electric distribution crews, and the pump station controller relocation/replacement will be completed by a contractor. The total cost to relocate the transformer and control equipment is \$97,412.40. IDOT staff has prepared an “Agreement for Reimbursable Utility Adjustment” under which the Village will proceed with relocation of its facilities, and IDOT will reimburse the Village for its expenses up to a maximum of \$97,412.40.

Recommendation:

Consider adoption of Resolution No. R-4-2016, authorizing the Village President to sign an “Agreement for Reimbursable Utility Adjustment” between the Village of Winnetka and the Illinois Department of Transportation to reimburse Village expenses associated with relocating utilities to facilitate Sheridan Road stormwater improvements.

Attachments:

- Agenda Report
- Resolution No. R-4-2016
- Agreement for Reimbursable Utility Adjustment

Agenda Report

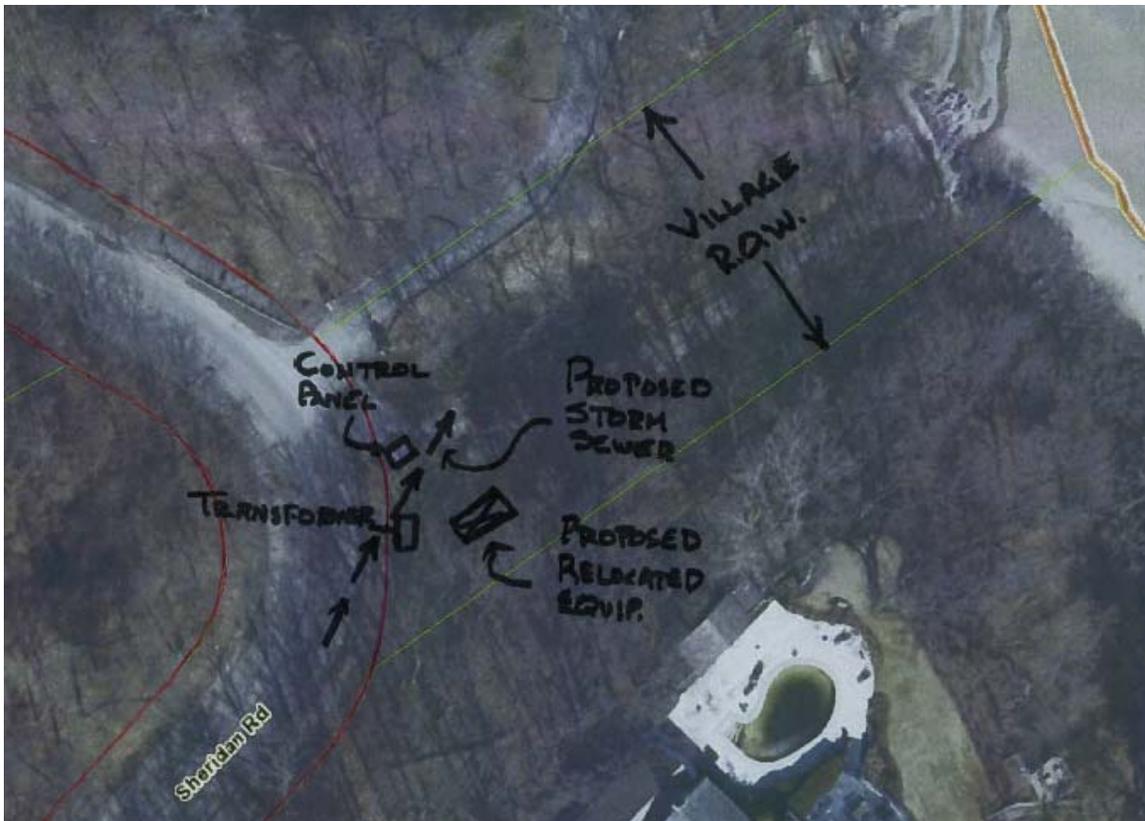
Subject: Resolution R-4-2016: Agreement for Reimbursable Utility Adjustment – Sheridan Road Improvements

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

Date: February 5, 2016

The Illinois Department of Transportation (IDOT) has commenced a pavement improvement on Sheridan Road through Winnetka and Glencoe, including stormwater improvements aimed at reducing severe and frequent flooding of the bottom of the “Ravines”. This flooding necessitates road closures, roadway cleanup, and has resulted in stranded vehicles and drivers after severe rains. IDOT’s proposed improvement consists of increased drainage and storm sewer capacity and is sized to accommodate a 10-year event (approximately 2.6 inches of rain in a two-hour period).

IDOT’s proposed stormwater improvements include a new 48-inch storm sewer that is in conflict with an existing pad-mount three-phase transformer, and the electric service and control panel for the Village’s sanitary sewer lift station. These facilities are shown below:



The existing transformer and control equipment are located on public right-of-way that IDOT assumed was part of the Sheridan Road state-owned right-of-way. Accordingly, IDOT initially requested that these facilities be relocated at the Village's expense. Upon further investigation, however, Village staff was able to demonstrate that the section of right-of-way east of Sheridan Road running to Lake Michigan is Village-owned. As a result, while IDOT can request relocation of the subject facilities, they are obligated to pay any associated relocation expenses.

Village staff has identified a suitable location on the bluff south of the current location to construct a mounting pad for the transformer and control panel that would allow relocation to avoid conflict with the proposed storm sewer. The new pad will include a foundation and retaining wall, for stability, and will be constructed by Village crews. Transformer relocation will be completed by the Village's electric distribution crews, and the pump station controller relocation/replacement will be completed by a contractor. The total cost to relocate the transformer and control equipment is \$97,412.40, as detailed below:

Village of Winnetka						
Project Estimate: Relocate Sanitary Pump Station Controller and Electric Service						
Location: Ravines on Sheridan Road, Winnetka						
Revised: 12/16/15						
Task	Duration (hours)	Equipment 1	Equipment 2	Material / Contractor Cost	Labor Cost (VOW)	Equipment Cost
Civil engineering analysis of slope				\$1,300.00		
Remove trees and start excavation	8	Excavator	Dump Truck		\$4,248.56	\$688.00
Complete excavation	4	Excavator	Dump Truck		\$2,124.28	\$344.00
Auger support piers	2	Digger Derrick	Dump Truck	\$103.19	\$1,062.14	\$237.30
Fame & install rebar	8	Dump Truck	Dump Truck	\$1,335.35	\$4,248.56	\$676.00
Pour concrete for back retaining wall	6	Dump Truck	Dump Truck	\$825.00	\$3,186.42	\$507.00
Pour equipment pad and piers	4	Dump Truck	Dump Truck	\$495.00	\$2,124.28	\$338.00
Trench, core manhole and place conduit	16	Excavator	Dump Truck	\$369.40	\$8,497.12	\$1,376.00
Set transformer on new equipment pad	2	Digger Derrick	Line Truck		\$1,062.14	\$284.30
Install 200A meter socket and outdoor panel	4	Dump Truck	Dump Truck	\$150.00	\$2,124.28	\$338.00
Pull primary cable	4	Line Truck	Line Truck	\$1,233.76	\$2,124.28	\$526.00
Terminate 15kV cable in transformer	8	Line Truck	Dump Truck	\$145.50	\$4,248.56	\$864.00
Perform circuit switching and splice 15kV in manhole, 1/2 side of cable loop	8	Line Truck	Line Truck	\$830.58	\$4,248.56	\$1,052.00
Pump contractor to set new controller				\$23,222.00	\$0.00	
Pump start up	3	Dump Truck	Dump Truck		\$1,593.21	\$253.50
Remove old transformer and demo transformer pad	6	Digger Derrick	Line Truck		\$3,186.42	\$852.90
Splice 15kV in manhole, 1/2 side of cable loop, perform circuit switching	8	Line Truck	Line Truck	\$830.58	\$4,248.56	\$1,052.00
			Totals:	\$30,840.36	\$48,327.37	\$9,389.00
			Estimated Project Total (with 10% contingency):			\$97,412.40

The Village has communicated its relocation plans and the above cost estimate to IDOT, which has given its approval. IDOT staff has prepared an "Agreement for Reimbursable Utility Adjustment" (attached) that sets forth conditions for Village relocation of its facilities, at IDOT expense. Under this agreement, the Village will proceed with relocation of its facilities, and IDOT will reimburse the Village for its expenses up to a maximum of \$97,412.40. The Village Attorney has reviewed the proposed agreement and

found it to be acceptable. Resolution R-4-2016 authorizes the Village President to sign the agreement on behalf of the Village.

Recommendation:

Consider adoption of Resolution R-4-2016 authorizing the Village President to sign an “Agreement for Reimbursable Utility Adjustment” between the Village of Winnetka and the Illinois Department of Transportation to reimburse Village expenses associated with relocating utilities to facilitate Sheridan Road stormwater improvements.

Attachments:

1. Resolution R-4-2016
2. Agreement for Reimbursable Utility Adjustment

RESOLUTION NO. R-4-2016

**A RESOLUTION APPROVING AN AGREEMENT WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR RELOCATION OF VILLAGE UTILITY FACILITIES**

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 Illinois Department of Transportation (“*IDOT*”) desires to construct pavement and drainage improvements to the segment of Sheridan Road located between Scott Avenue and Tower Road in the Village, which Improvements include a new 48-inch storm sewer; and

WHEREAS, in order to construct these improvements, IDOT has requested that the Village relocate, at IDOT’s cost, utility facilities owned by the Village (“*Village Facilities*”); and

WHEREAS, the Village and IDOT desire to enter into an agreement providing for (i) relocation of the Village Facilities by the Village, and (ii) reimbursement by IDOT of the Village for the costs of relocating the Village Facilities (“*Agreement*”); and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 16th day of February, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

Bureau of Design-Utilities

Utility Agreement

Sheridan Rd

Scott Ave to Tower Rd

Section: (112&112X)RS-6

Contract No.: 60G48

Job No.: C-91-480-09

Agreement No.: UT116-002

County: Cook

Date: January 26, 2016

Steven M. Saunders

Director of Public Works/Village Engineer

Village of Winnetka

1390 Willow Road

Winnetka, IL 60093

Dear: Mr. Saunders

Attached are duplicate counterparts of an Agreement covering adjustments of the Village of Winnetka facilities in connection with the subject project.

If the Agreement is acceptable, please arrange for execution on behalf of the Village of Winnetka and return both copies to this office. After execution by the State, the Village of Winnetka's original copy will be returned.

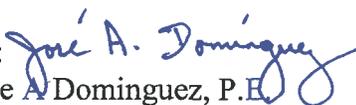
Should you have any questions or require any additional information, please contact our Utility Coordinator, Mr. Tim House Jr. at (847) 705-4257.

Very truly yours,

John Fortmann, P.E.

Acting Deputy Director of Highways,

Region One Engineer

By: 
Jose A. Dominguez, P.E.
Project Support Engineer

Enclosures

AGREEMENT FOR REIMBURSABLE UTILITY ADJUSTMENT

Route	FAU 3509	Agreement No.	UT116-002
Section	(112&112X)RS-6	Contract No.	60G48
County	Cook	Job No.	C-91-480-09

THIS AGREEMENT, entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the STATE; and **Village of Winnetka**, hereinafter referred to as the "COMPANY",

WITNESSETH

WHEREAS, in the interest of public safety and convenience, the STATE is desirous of improving **FAU Route 3509**, marked **Sherdian Road**, from **Scott Avenue** to **Tower Road**, hereinafter referred to as PROJECT, by making certain improvements which include: **Drainage and Pavement Improvements** ; and

WHEREAS, the STATE has determined that certain adjustments must be made to a portion(s) of the COMPANY's existing facility located within the limits of and necessitated by the PROJECT, including **relocating electrical transformer, equipment pad, manhole and cable installation**; and

WHEREAS, the COMPANY has documented that its right to occupy property in the area of required adjustments precedes those of the STATE and the costs associated with said adjustments are reimbursable in accordance with STATE policy; and

WHEREAS, the COMPANY desires to cooperate with the STATE in the adjustment of said facility.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. All aspects of this utility adjustment shall be in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 645A&B (23 CFR 645A&B).
2. This Agreement is subject to all terms contained in the "General Provisions for Utility Adjustment Agreements" attached hereto and made a part hereof.
3. All COMPANY facilities to be relocated upon STATE right of way will be in accordance with the "Accommodation of Utilities on Right of Way of the Illinois State Highway System" (92 ILL. ADM. CODE 530) and the COMPANY will obtain from the STATE an approved permit prior to starting any work.
4. The plans, specifications and estimates as submitted for the adjusted facility are approved and no changes to these plans, specifications and estimates shall be made by the COMPANY without the written consent of the STATE.

5. The total estimated cost of adjustments to the COMPANY's facilities, as hereinabove described, is \$ **97,412.40** as shown on the detailed estimate of cost attached hereto and made a part hereof. The proportionate shares of this cost are as follows:

STATE Liability	100 % =	\$ 97,412.40
COMPANY Liability (Betterment)	0 % =	\$ 0.00
COMPANY Liability (other than Betterment)	0 % =	\$ 0.00
 TOTAL	 100 % =	 \$ 97,412.40

This liability of cost ratio is based upon **prior rights within municipal right-of-way**

Reimbursement for the cost of STATE's liability will be on the basis of **actual cost**. It is the intent of the STATE, that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the STATE. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

6. Unless this Agreement provides for one lump-sum invoice at the conclusion of the work, the COMPANY may submit progress billings for costs incurred. Progress billings may be submitted at intervals not less than monthly. These progressive invoices shall not be for amounts less than five hundred dollars (\$500.00) and may be based on an estimated percentage of the work completed. The COMPANY shall provide a final and complete billing of all costs incurred, or of the agreed lump-sum, within 60 days after completion of the work. Progress and final billings will be paid after acceptance by the STATE. (Acceptance is the determination that the terms of the Agreement have been met and that the work covered by the billing is complete and acceptable.) All billings in excess of estimated costs are subject to verification and acceptance. Excess billings based upon or caused by COMPANY deviation from the approved plans, specifications and estimates made without the prior written approval, as provided in this Agreement, may not be accepted. Notwithstanding written approval of changes to the approved plans, specifications and estimates as provided, any billings in excess of the estimated costs shown in Section 5 are subject to a change authorization approval and shall not be deemed accepted until approved by the Engineer of Design and Environment. As provided by the STATE Prompt Payment Act, 30 ILCS 540, and the rules adopted in accordance with the Act, the date of acceptance shall be considered to be the date of the change authorization approval.

If the parties hereto have agreed to Lump Sum Basis Reimbursement in Section 5, the STATE, upon acceptance of the final bill (to be submitted in sets of four) and verification of the completed work, shall pay to the COMPANY 100% of the amount agreed upon as STATE liability in Section 5 above less any previous partial payments.

This Agreement is subject to audit. In the event of an audit, the final costs between the COMPANY and STATE shall be based upon the audit findings. Prior to the completion of the audit, the payment obligation of the STATE shall be limited to the estimated cost stated in this Agreement plus those additional costs approved in a change authorization. In cases where a change authorization is not processed, and final payment will be made based on the final audit, the STATE will pay up to the dollar amount stated in the Agreement. If the audit reveals that the COMPANY owes the STATE money, the STATE will issue an accounts receivable invoice to recover the audit

findings. However, if the STATE owes additional monies to the COMPANY; the STATE will use the audit report to increase the cost stated in the Agreement. The COMPANY, upon receipt of the final audit report will submit an invoice for the monies due. As provided by the STATE Prompt Payment Act, 30 ILCS 540, and the rules adopted in accordance with the Act, the date of acceptance shall be considered the date the STATE receives the COMPANY's invoice based on the final audit.

The COMPANY shall maintain, for a minimum of 3 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and other STATE Auditors; and the COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE Auditors, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

7. The COMPANY's work herein contemplated shall be subject to all appropriate Federal and State laws, rules, regulations, orders and approvals pertaining to all Agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general as well as all those pertaining to nondiscrimination equal, employment opportunity and the Buy America provisions.

8. COMPANY work covered by this Agreement shall not be performed without written authorization to proceed from the STATE'S District Office, **Schaumburg**, Illinois. Any work performed prior to this authorization is considered non-reimbursable and will be the sole liability of the COMPANY.

9. Upon authorization to proceed, the COMPANY will commence its work without delay and proceed to completion expeditiously so as not to adversely impact the STATE'S PROJECT.

10. The estimated number of working days required by the COMPANY to complete the work covered under this Agreement is **45**, and the estimated completion date is **prior to STATE commencing its construction**.

11. The COMPANY's work shall be accomplished by the most cost effective means available.

If, at the time of authorization, the COMPANY is unable to perform the required work with its own forces, the STATE approves the use of contract forces to carry out the work herein agreed to.

Contract work not performed under a continuing contract of the COMPANY, shall be let by competitive bidding and the contract awarded to the lowest qualified bidder. The STATE shall be advised of the selection.

12. At the time this Agreement was executed, there were funds available for the PROJECT; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the PROJECT.

13. This Agreement is a reimbursable utility adjustment and is not required to contain the certification requirements concerning interference with public contracting (720 ILCS 5/33E-1) nor the Article 50 certifications and disclosures contained in the Illinois Procurement Code (30 ILCS 500).

14. The COMPANY shall indemnify and save harmless the STATE, its officers, agents, employees and servants against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work on the utility adjustment, which may arise in connection with the work to be performed by the COMPANY or any contractor it may hire pursuant to this Agreement. The COMPANY shall not be obligated to indemnify and save harmless the STATE from liability for injury or death proximately caused by negligence of an employee, agent or servant of the STATE.

15. The COMPANY was hereby requested by the STATE, to perform the necessary preliminary engineering to develop a relocation plan and estimate for the project, and authorized to accrue reimbursable preliminary engineering costs beginning on March 14, 2015. The COMPANY hereby agrees to not invoice the STATE until such time this agreement is fully executed.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers as of the dates below indicated.

COMPANY: **Village of Winnetka**

Accepted By: _____

Typed name: _____

Typed title: _____

Date: _____

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Omer Osman
Director of Highways

Randall S. Blankenhorn
Secretary

Date: _____

By: _____
Aaron A. Weatherholt Date
Deputy Director of Highways

Agreement No. **UT116-002**
Job No. **C91-480-09**

TIN CERTIFICATION

The COMPANY certifies that:

1. The number shown on this form is the COMPANY's correct taxpayer identification number (or the COMPANY) is waiting for a number to be issued to them), and
2. The COMPANY is not subject to backup withholding because: (a)the COMPANY is exempt from backup withholding, or (b) the COMPANY has not been notified by the Internal Revenue Service (IRS) that the COMPANY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the COMPANY no longer subject to back-up withholding , and
3. The COMPANY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: 26-6006162

Legal Status

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

GENERAL PROVISIONS FOR UTILITY ADJUSTMENT AGREEMENTS

1. In the event this adjustment is caused by the construction of the National System of Interstate and Defense Highways or Supplemental Freeway System, it is understood that the COMPANY at no time will perform any normal maintenance on the utility facilities from the through traffic lanes or shoulders of the Interstate or Supplemental Freeway Route or any ramps or shoulders leading thereto. Proper maintenance procedures to be used in cases of emergency are to be obtained from the District Engineer of the State Department of Transportation.
2. In the event any of this utility adjustment work is performed by other than COMPANY forces, the provision of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or political subdivision or by one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
3. In the event the COMPANY does not perform the relocation work with its own forces, i.e., where the COMPANY enters into a contract or agreement with the construction Contractor, or similar party, to perform such relocation work, the COMPANY shall include the clauses which follow and are made a part of the "General Provisions" in its contract, or agreement, with the Contractor. Appendix A requires that the COMPANY will not discriminate, in its choice of Contractor and that its Contractor will not discriminate in the choice of subcontractors, including procurement of materials and leases of equipment.

CONTRACTOR DISADVANTAGED BUSINESS ASSURANCE

The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

NOTICE TO CONTRACTORS COMPLIANCE WITH THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance and Regulation: The Contractor will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it, after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations of Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highways Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanction for Non-compliance: In the event of the Contractor's non-compliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



Agenda Item Executive Summary

Title: Stormwater Monthly Summary Report

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

Agenda Date: 02/16/2016

Consent: YES NO

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

Item History:

Monthly Report

Executive Summary:

The Village Council has placed a standing item in its regular meeting agenda for updates on the Village's progress towards providing relief from stormwater and sewer flooding. This monthly report brings together status, cost, and schedule information, for each separate stormwater project, in one place.

The report includes a summary Agenda Report, which provides a brief outline and summary of each major stormwater project currently being undertaken by the Village. The report also contains a program budget, providing financial information for the stormwater and sanitary sewer improvement programs.

Recommendation:

Informational report - no action required.

Attachments:

1. Project Summary Report
2. Program Budget

Agenda Report

Subject: Stormwater Update – February 2016

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

Date: February 11, 2016

Active Projects

Non-STADI Alternative Evaluation

Activity Summary

On October 6, 2015, the Village contracted with Strand Associates for engineering services to re-evaluate the Village's western drainage basins for creative, cost-effective non-STADI improvements for storms ranging from the 10-year to the 100-year event, taking into account the Village's flood-control goals and objectives. The scope contains a holistic approach to this project, to include consideration of grey and green infrastructure approaches, conveyance, detention, retention, infiltration, property buyout or individual protection retrofit programs, and a host of other traditional and emerging stormwater management technologies. The contract contains an April 2016 completion date.

Strand held their initial Awareness Phase Public Open Houses on January 21 and January 23 at Washburne School. These meetings focused on communicating the results of model verification and their early observations, and listening to the community to receive public input on experiences in these flood-prone areas. After a brief introductory presentation, residents attended breakout stations to view model predictions of flooding under current conditions, share their flooding observations to help Strand confirm the hydraulic modeling, learn about the wide variety flood reduction techniques that might be considered for sub-areas, and provide direct comments and input.

Strand is preparing for the next set of public meetings, the Exploration Phase, scheduled for March 3, from 6:00 p.m. to 8:00 p.m., and March 5, from 10:00 a.m. to 12:00 p.m., at the Winnetka Community House, in Matz Hall. Similar to the January Open Houses, the March meetings will include both a presentation from Strand and breakout sessions. Strand will review Study findings to-date, share public input and suggestions received, outline identified alternatives and measured effectiveness, discuss levels of service, and continue to gather feedback on flood reduction strategies and alternatives.

The Village will be mailing a large-format postcard specifically designed to promote the Exploration Phase Open Houses to all Village households. In addition to the postcard, the Village will publicize the Open Houses through the Village website news, E-Winnetka, Stormwater E-Alerts, and a Press Release. We also continue to add content to the new Stormwater Alternatives Evaluation portion of the Village website (<http://www.villageofwinnetka.org/residents/stormwater-alternatives-evaluation/>).

Budget Summary Strand Associates' contract fee for this work is \$256,050. The Village has expended \$107,453 to date.

6-Month Look Ahead The project team will:

1. Undertake the evaluation
2. Provide regular progress updates to the Council and community

Boal Parkway Neighborhood Improvements

Activity Summary In 2014, the Village of Winnetka participated in the development of a "Water Solutions Project", funded by an "IKE" Grant administered by the Illinois Department of Commerce and Economic Opportunity. The focus of the grant was on community planning to address the needs and issues of the population groups most significantly impacted by the 2008 floods associated with Hurricane Ike. The Water Solutions Project was a series of four pilot studies in three communities and a template that was to be used for future studies. Winnetka's participation role in the study was the investigation of flooding along Boal Parkway. Among other recommendations, this study identified a stormwater pumping station to reduce the duration and extent of flooding resulting from smaller, more frequent storm events.

Staff has prepared a "Request For Proposals" for engineering services to design and permit the recommended pump station, and anticipate a potential contract award in March. Construction is anticipated in 2017.

Budget Summary The FY 2016 budget contains \$50,000 for engineering this project.

6-Month Look Ahead The project team will:

1. Award an engineering contract
2. Begin engineering design

Public Outreach

Activity Summary Recent activity has focused on promotion of the Stormwater Alternatives Study, including a great deal of new website content from Strand. We would like to call attention to a simulation of the July 2011 storm event Strand has prepared. The video is posted online at: <http://www.villageofwinnetka.org/residents/stormwater-alternatives-evaluation/study-approach/watershed-findings>. To-date, the Village has already registered 60 plus subscribers to our new Stormwater E-Alerts feature. We also encourage residents to provide Strand further feedback about flooding experiences. A form has been created on the Village website to submit information (<http://www.villageofwinnetka.org/residents/stormwater-alternatives-evaluation/public-meeting-highlights/open-house-feedback/>). Residents may also submit photos documenting flooding directly via stormwatercomments@winnetka.org.

In January, Staff completed the migration of the Stormwater Management Program dedicated website to the Village website. Residents will now find all the content formerly posted at www.winnetkastormwaterplan.com under the heading of Stormwater Management Program at: www.villageofwinnetka.org/residents/stormwater-management-program/.

Budget Summary There is no separate budget associated with this activity.

6-Month Look Ahead Having completed the “Awareness Phase” of their public engagement strategy (two of six meetings in their Scope of Work), the next engagement meetings are centered on the “Exploration Phase”. Staff will continue to use E-Winnetka, the Winnetka Report, and Village website to communicate as the Alternative Evaluation progresses.

Sanitary Sewer Evaluation

Activity Summary The Village has awarded contracts for sewer lining and manhole lining to address sanitary sewer deficiencies identified during the evaluation. 2015 construction is complete. Staff has identified lining projects to be completed in 2016 and will jointly contract for this work with other municipalities through the Municipal Partnering Initiative.

Budget Summary The Village has expended \$579,266.

6-Month Look Ahead The project team will:

1. Close the contracts
2. Contract for the 2016 project.

Ravine/Sheridan Road Improvements

Activity Summary IDOT is planning pavement and drainage improvements for the area. The contract has been awarded and construction is expected to start in Spring, 2016. IDOT has identified two Village utilities – a pad-mount transformer and a lift station control panel – that need to be relocated to facilitate project construction. IDOT will reimburse the Village for its expenses to relocate these utilities.

Budget Summary This project is funded in its entirety by IDOT.

6-Month Look Ahead The project team will:

1. Complete utility relocation
2. Monitor IDOT activities
3. Update the Council as needed

NW Winnetka (Greenwood/Forest Glen)

Activity Summary Construction on this project is complete, and staff is completing contract closeout activities.

Budget Summary The Metropolitan Water Reclamation District (MWRD) is funding \$2,000,000 of this project. The total net cost estimate for the project, including engineering, pond restoration, and MWRD reimbursement, is now \$4,532,616. Net Village expenditures to date are \$5,016,836. The Village has received \$1,500,000 in MWRD reimbursements to date, with \$500,000 pending.

6-Month Look Ahead The project team will:

1. Complete project closeout activities

Completed Projects

Ash Street Pump Station

Construction has been completed and the station is operational. The Village has expended \$262,826.

Willow Road Stormwater Tunnel and Area Drainage Improvements (STADI)

After reviewing the most recent project cost estimate of \$81.3 million, and discussing possible options for going forward, the Council concurred that no further work should be undertaken on the STADI project at this time. Rather, the Village should focus on identifying and evaluating other non-STADI alternatives to provide significant stormwater flood relief to STADI project areas. The Village has expended \$926,376 to date including the 2012 feasibility study.

Stormwater Master Plan (SMP)

The Council adopted the plan at its April 17, 2014 meeting. The Village expended \$100,932 on this project.

Spruce Outlet (Lloyd)

The project is complete and operational and the Village expended \$296,299.

Spruce Outlet (Tower)

The project is complete and operational. The Village expended \$1,269,716.

Winnetka Avenue Pump Station

Construction of the Pump Station is complete and the station is operational and the Village expended \$1,071,706.

Stormwater Utility Implementation

The utility was implemented effective July 1 and the project team is responding to resident inquiries as needed. MFSG's contract for staffing the customer support line

ended, and Public Works staff has taken the lead in phone and email communications. The Village has expended \$179,516.

A summary budget document showing planned and actual expenditures for all of the planned, ongoing, and completed projects is attached.

Recommendation:

1. Informational report.

Attachments:

1. Program Budget

**ATTACHMENT #1
PROGRAM BUDGET**

Village of Winnetka
Stormwater Management Program Budget

February, 2016

Project	Initial Estimated Project Costs (2011)	Estimated Program Costs August 2013	Current Estimated Project Costs	Council Authorized	Spent	Comments
Stormwater Fund						
58.75.640.601						
Completed Projects	\$ 35,218,451	\$ 37,196,073	\$ 4,141,078	\$ 4,141,078	\$ 4,141,078	
Winnetka Avenue Pump Station	\$ 750,000	\$ 1,002,300	\$ 1,071,706	\$ 1,071,706	\$ 1,071,706	Complete. Initial cost estimate \$750k from 2009 study.
Tower Road/Old Green Bay	\$ 1,394,244	\$ 1,162,853	\$ 1,269,716	\$ 1,269,716	\$ 1,269,716	Complete
Lloyd Park/Spruce Street Outlet	\$ 475,510	\$ 398,786	\$ 296,299	\$ 296,299	\$ 296,299	Complete
Stormwater Utility Study/Implementation	\$ 50,000	\$ 161,866	\$ 179,516	\$ 179,516	\$ 179,516	Complete - includes customer support services
Stormwater Master Plan	\$ 50,000	\$ 101,220	\$ 100,932	\$ 100,932	\$ 100,932	Complete
Willow Road STADI Project	\$ 32,498,697	\$ 34,369,048	\$ 926,376	\$ 926,376	\$ 926,376	Project suspended effective 9/1/2015.
Ash Street Pump Station	\$ -	\$ -	\$ 262,825	\$ 262,825	\$ 262,825	Complete
STADI Cost Evaluation/Value Engineering	\$ -	\$ -	\$ 33,708	\$ 33,708	\$ 33,708	Cost estimate complete. Value engineering not authorized.
NW Winnetka Greenwood/Forest Glen	\$ 2,880,887	\$ 4,266,924	\$ 4,532,616	\$ 4,706,977	\$ 5,016,836	Added Forest Glen area, FPD pond restoration, and complete roadway reconstruction to project.
Design Engineering			\$ 226,874	\$ 226,874	\$ 226,874	Complete
Sewer Construction			\$ 5,942,869	\$ 6,117,230	\$ 5,936,269	Payments to date. \$6,600 retention payment remaining to be invoiced.
Pond Engineering			\$ 19,686	\$ 19,686	\$ 19,686	Complete
Pond Construction			\$ 227,137	\$ 227,137	\$ 227,137	Complete
Construction Observation/Engineering			\$ 116,050	\$ 116,050	\$ 106,870	Payments to date
MWRD Phase II Stormwater Funding			\$ (2,000,000)	\$ (2,000,000)	\$ (1,500,000)	Reimbursement from MWRD. Final \$500,000 requested, pending receipt.
Non-STADI Alternatives	\$ -	\$ -	\$ 256,050	\$ 256,050	\$ 107,453	
Identification and Evaluation of Alternatives			\$ 256,050	\$ 256,050	\$ 107,453	Contract awarded October 6, 2015. Payments to date.
Permitting and Design			\$ -	\$ -	\$ -	
Construction			\$ -	\$ -	\$ -	
Construction Observation/Engineering			\$ -	\$ -	\$ -	
Project Management			\$ -	\$ -	\$ -	
Boal Parkway Improvements	\$ -	\$ -	\$ 400,000	\$ -	\$ -	
Design Engineering			\$ 50,000	\$ -	\$ -	Budgeted FY 2016. RFP Issued.
Construction			\$ 350,000	\$ -	\$ -	Budgeted FY 2017.
Construction Observation/Engineering			\$ -	\$ -	\$ -	
Project Management			\$ -	\$ -	\$ -	
Total Stormwater Program Costs	\$ 38,099,338	\$ 41,462,997	\$ 9,329,744	\$ 9,104,105	\$ 9,265,367	
Sanitary Sewer Fund						
54.70.640.201						
Sanitary Sewer Studies/Engineering	\$ 150,000	\$ 150,000	\$ 187,247	\$ 187,247	\$ 184,008	Complete. Includes initial system evaluation, smoke and dyed-water testing, and engineering
System I & I repairs	\$ 1,000,000	\$ 1,000,000	\$ 960,000	\$ 443,135	\$ 395,258	Council awarded manhole and sewer lining contracts in 2014, construction complete except for punch list
Total Sanitary Sewer Costs	\$ 1,150,000	\$ 1,150,000	\$ 1,147,247	\$ 630,382	\$ 579,266	



Agenda Item Executive Summary

Title: Ordinance No. MC-2-2016: Fire Sprinkler Requirements Amendments (Introduction)

Presenter: Alan Berkowsky, Fire Chief

Agenda Date: 02/16/2016

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

Consent: YES NO

Item History:

At the January 12, 2016 Study Session, a discussion was held on the current sprinkler requirements for the Village. As a result of that session, staff was directed to revised the current Ordinance based upon the direction from Village Council.

Executive Summary:

Following a comprehensive discussion, the Village Council directed staff to prepare the following revisions to the Ordinance:

1. Incorporate a "Deferred Compliance Agreement" that would allow the building owner to defer the cost of a new water service for a sprinkler system by up to five years.
2. To develop a program that would rebate the Village's fees for a sprinkler system to the applicant.
3. Draft language that would allow staff to administratively approve the temporary use of a commercial space for up to ninety (90) days without triggering the sprinkler requirements.

Recommendation:

Consider introduction of Ordinance No. MC-2-2016.

Attachments:

- Berkowsky Memo dated February 9, 2016
- Ordinance No. MC-2-2016
- Exhibit A: Deferred Compliance Agreement
- Exhibit B: Temporary Occupancy Compliance Agreement

AGENDA REPORT

TO: ROBERT BAHAN, VILLAGE MANAGER
FROM: ALAN BERKOWSKY, FIRE CHIEF
DATE: FEBRUARY 9, 2016
SUBJECT: FIRE SPRINKLER REQUIREMENTS FOR COMMERCIAL PROPERTIES

Executive Summary

At the Study Session on January 12, 2016, staff presented the Village Council with several options as it relates to the Village's current sprinkler regulations. Following a comprehensive discussion, the Village Council directed staff to prepare the following revisions to the Ordinance:

1. Incorporate a "Deferred Compliance Agreement" that would allow the building owner to defer the cost of a new water service for a sprinkler system by up to five years.
2. To develop a program that would rebate the Village's fees for a sprinkler system to the applicant.
3. Draft language that would allow staff to administratively approve the temporary use of a commercial space up for up to ninety (90) days without triggering the sprinkler requirements.

The intent of the revisions was to maintain the current requirements, but to provide some relief for the applicant who is required to install a sprinkler system as a result of a "Change of Use." Attached is a draft Ordinance that has integrated these requested modifications.

Ordinance Modifications

The attached Ordinance has been revised to reflect the changes requested by the Village Council. The modifications include the following:

Deferred Compliance Provision: The installation of a sprinkler system in some buildings may require a new water service in order to provide adequate water volume. The cost of installing a new water service can be close to 50% of the cost of the entire installation. This provision allows the building owner to delay the installation of a new water service for up to five (5) years to help defer the upfront costs. It also allows the new business to establish itself. In order to take advantage of this provision, the following procedures are necessary:

1. A "Compliance" Agreement needs to be signed by the building owner agreeing to install a new water service within a five year period.
 - a. If the building owner fails to comply within a five year period, the Village has the option of levying fines or revoking the certificate of occupancy.
 - b. The agreement will be recorded.

2. The tenant/commercial space needs to have all the interior sprinkler piping done prior to occupancy.
3. The fire alarm system needs to comply with current standards.

Though this Deferred Compliance Agreement is optional, some building owners may find this Agreement advantageous in that it provides them some temporary financial relief from the initial building and construction costs.

Rebate of Village Incurred Fees: In order to ease some of the financial cost of a sprinkler system, the Village Council directed staff to provide some relief of the fees associated with a sprinkler system required under this Ordinance. The fees include:

1. **Plan Review Fees:** The majority of sprinkler plan reviews are done by a third-party plan review firm. The fees for the plan review are determined by the size of the sprinkler system. The fee has typically ranged between \$392 to \$857 per review and includes the field acceptance testing. This fee is paid directly to the plan review company.
2. **Water Tap & Meter Fee:** This fee is to cover the Village's cost to connect the new water service to the municipal supply. The fee is set by resolution each year and includes the tapping sleeve, valve and the actual work of making the connection. The fee ranges from \$852 to \$2,925 depending on the size of the service and the main. For a new water service for a sprinkler system, the average fee is \$2,900.
3. **Street Replacement Fee:** This fee covers the cost of replacing the pavement when the street is opened to make a new water connection or to disconnect an old one. When a new water service is being installed, it can require up to two openings; one for the new connection and the other for the disconnection of the old service. The fee is \$1,500 per opening.
4. **Right-of-Way Opening:** If the water service is in the parkway instead of the street, the cost to repair the parkway is \$125 per opening.

If a new water service is needed, the Village fees range between \$400 and \$6,000 depending on what is needed to install the sprinkler system. The lower range represents a building where a sprinkler system is already in place and is just being extended. The higher range represents a building where there is no sprinkler system and it requires a new water service in addition to the interior piping. Regardless, the rebate will cover 100% of the required Village fees for a sprinkler system in an existing building.

In discussion with our Finance Department, it was suggested that the best way to handle the fee incentive is to rebate the amount paid by the applicant once the system is installed and approved by the Fire Department. From an auditing perspective, it is a better business practice to collect the money (revenue) upfront and send the applicant a rebate check from a line-item expense account. It provides a more efficient auditing path and does not require modification to the revenue account. This is the same model we currently use for the tree deposits.

The table below depicts the fees paid by applicants who installed sprinkler systems in 2015 as a result of a “Change-of-Use.”

Date of Application	Address	Plan Review	Tap Fee	ROW Fee	Street Fee	Total
11/25/14	1054 Gage	\$392	0	0	0	\$392
04/09/15	805 Elm	\$857	\$2,870	\$125	\$1,500	\$5,352
08/10/15	710 Oak*	\$857	\$2,870	0	\$1,500	\$5,227
12/09/15	556-558 Green Bay*	\$392	\$2,870	0	\$1,500	\$4,762
TOTALS		\$2,498	\$8,610	\$125	\$4,500	\$15,733

*These are estimated water connection fees. They are waiting for spring to perform the work.

The rebate provision would average approximately \$3,933 per installation. The Ordinance also states that other Governmental entities would not be eligible for the sprinkler fee rebates. A sunset clause (for the rebate) of five (5) years was included in the Ordinance. We recommend that this provision be reevaluated in five years to determine if there is a desire to continue the program.

Temporary (Pop-Up) Stores: This section was designed to allow a building owner to lease the use of a store for a period up to 90 days without triggering the sprinkler requirements. The addition of this language would allow the Fire Chief or his designee to approve this use administratively. There would be a limit of one Temporary Pop-Up Store Permit issued per address for a 365-day rolling period. This provision would exclude food trucks.

Effective Date: Staff recommends that the effective date (of this revised Ordinance) be applicable to any applicant who has applied for a building/sprinkler permit on or after January 1, 2016.

Recommendation

Consider introduction of Ordinance MC-2-2016. After introduction, the Ordinance would then need to be submitted to the Illinois Capital Development Board (regulated by the Illinois Building Commission) for a 30-day posting. It will then return to Council on April 5th for adoption. Staff will be present at the February 16, 2016 Council Meeting to answer any questions that the Trustees might have.

**AN ORDINANCE AMENDING THE WINNETKA VILLAGE CODE
REGARDING AUTOMATIC FIRE SPRINKLER SYSTEMS**

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 15.16.050 of the Village Code requires all buildings used for certain occupancies to be equipped with automatic fire sprinkler systems ("**Fire Sprinkler Requirement**"); and

WHEREAS, the Fire Sprinkler Requirement does not apply to a building if the current use or occupancy of the building: (i) is the same as the use or occupancy of the building on February 15, 1977; (ii) has continued without change or, if there has been a change, the change does not increase the hazard to life or property; and (iii) does not constitute a distinct hazard to life or property as determined by the Fire Chief ("**Fire Sprinkler Exception**"); and

WHEREAS, the Village Council desires to amend Section 15.16.050 of the Village Code to: (i) limit the Fire Sprinkler Exception to buildings that have the same use or occupancy as the use or occupancy in effect on February 15, 1977; (ii) reduce the cost of compliance with the Fire Sprinkler Requirement when the use or occupancy of a building subject to the Fire Sprinkler Exception changes; and (iii) induce owners of buildings subject to the Fire Sprinkler Exception to voluntarily comply with the Fire Sprinkler Requirement (collectively, the "**Amendments**"); and

WHEREAS, pursuant to the Amendments, owners of property would be required, as a condition of relief from aspects of the Fire Sprinkler Requirement, to enter into agreements with the Village agreeing to be bound by and to comply with certain terms and conditions; and

WHEREAS, the Village Council has determined that adopting the Amendments and approving the Compliance Agreements 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: FIRE SPRINKLERS REQUIRED. Section 15.16.050, titled "Amendments to the Standards for Installation of Automatic Fire Extinguishing Systems, National Fire Protection Association (NFPA) Publication 13, 2010 Edition," of Chapter 15.16, titled "Fire Prevention and Life Safety Codes," of Title 15, titled "Buildings and Construction," of the Village Code is re-titled and amended to read as follows:

~~“Section 15.16.050 Amendments to the Standards for Installation of Automatic Fire Extinguishing Systems, National Fire Protection Association (NFPA) Publication 13, 2010 Edition~~ Fire Sprinkler Requirements.

~~A. **Amendments.** The following provisions of the Standards for Installation of Automatic Fire Extinguishing Systems, National Fire Protection Association (NFPA) Publication 13, 2010 Edition are amended for adoption by the Village.~~

~~1. **Title.** The Standards for the Installation of Sprinkler Systems, 2010 Edition, also known as NFPA Publication 13, shall be known as Automatic Sprinkler Regulations of the Village of Winnetka.~~

~~A. **2.Applicability.** Except as provided in ~~paragraph 3 of this subsection~~ Section 15.16.050.B of this Code, automatic fire ~~extinguishing sprinkler~~ systems, installed in accordance with the standards set forth in NFPA Publication 13, Standard for the Installation of Sprinkler Systems, 2010 Edition, or alternate similar fire suppression systems ~~as~~ approved by the Fire Chief or his designee, shall be installed in all buildings used for the following occupancies:~~

- ~~a~~1. Assembly occupancy used for gathering together six or more persons;
- ~~b~~2. Any occupancy where there is an activity involving the use of flammable liquids or gases or where flammable or combustible finishes are applied;
- ~~e~~3. Mercantile occupancy;
- ~~d~~4. Institutional occupancy;
- ~~e~~5. Multifamily residential occupancy;
- ~~f~~6. Educational occupancy;
- ~~g~~7. Business occupancy; or
- ~~h~~8. Storage occupancy.

~~B. **3.Exceptions.** The requirements of ~~the foregoing paragraph 2~~ Section 15.16.050.A of this Code shall not apply to any building that has the same where the use or occupancy: ~~(1) is the same as it the use or occupancy that was in existence in the building was~~ prior to the effective date of the amendment of this ~~section~~ Section, effective on ~~being~~ February 15, 1977; ~~(2) has continued without change or, if there has been a change, the change does not increase the hazard to life or property; and (3) does not constitute a distinct hazard to life or property as determined by the Fire Chief.~~~~

~~C. **Fee Rebate.** Any building owner, other than a unit of government, who files, during the period beginning January 1, 2016 and ending December 31, 2021, with the Village the permit applications and other submittals necessary to install an automatic fire sprinkler system may obtain a rebate of the Village’s applicable plan review fees, water service tap fee, water meter fee, street~~

replacement fees, and right-of-way excavation fee, as those fees may be amended from time to time by the Village Council. Eligible building owners may apply for these fee rebates after the Village Fire Chief or his designee approves the automatic fire sprinkler system installed within the building.

D. Deferred Installation of Water Service. If the installation of a new automatic fire sprinkler system within a building, other than a building owned by a unit of government, requires installation of a new water service line connecting the building to a Village water main, the owner of the building may defer installation of the new water service line subject to, and contingent upon, all of the following conditions:

1. Before installation of the automatic fire sprinkler system, the building owner must execute and deliver to the Village an agreement in a form provided by the Village and providing, among other things, that the building owner must: (a) construct and install the new water service line in accordance with all applicable Village ordinances and other applicable laws within five years after the effective date of the agreement, (b) acknowledge that the Village may revoke and refuse to issue any certificate of occupancy for the building if the building owner fails to comply with any of the provisions of the agreement, and (c) authorize the Village to record the agreement with the Cook County Recorder of Deeds against the property on which the building is located.

2. A certificate of occupancy will not be issued for the building unless and until the building owner installs the automatic fire sprinkler system within the building in accordance with the requirements of Section 15.16.050.A and all plans and other submittals filed with, and approved by, the Village, and this certificate of occupancy shall be subject to completion of the necessary water service line in accordance with the requirements of the agreement described in Section 15.16.050.D.1 of this Code.

3. At all times before completion of the new water service line and its approval by the Village in accordance with all applicable Village ordinances and other applicable law, the building must be equipped with a fire alarm system that complies with all Village ordinances and other laws applicable to a building that is not equipped with a fire sprinkler system.

E. Permitted Temporary Occupancies. A building owner of a building subject to Section 15.16.050.B of this Code, may apply to the Village Fire Chief for a temporary certificate of occupancy for a 90-day use or occupancy of the building that differs from the use or occupancy that was in existence in the building on February 15, 1977. The Village Fire Chief or his designee may issue such a temporary certificate of occupancy without requiring the owner to install a new automatic fire sprinkler system, subject to, and contingent upon, the following conditions:

1. Before commencement of the temporary use or occupancy, the building owner must execute and deliver to the Village an agreement in a form provided by the Village and providing, among other things, that the building owner must: (a) cease the temporary use or occupancy no later than 90 days after the day it commences; and (b) acknowledge that the Village may revoke and refuse to issue any certificate of occupancy for the building if the building owner fails to comply with any of the provisions of the agreement.

2. Not more than one temporary certificate occupancy may be approved pursuant to this Section 15.16.050.E for the same building in any 365-day period.

3. If a temporary use or occupancy approved pursuant to this Section 15.16.050.E does not cease within 90 days after it commences: (a) the building owner will be subject to a fine in the amount of \$250.00 for each day that the temporary use or occupancy continues after the expiration of the temporary certificate of occupancy, (b) the Village Fire Chief or his designee may cause the building to be vacated, (c) Section 15.16.050.B of this Code will no longer apply to the building, and (d) the Village will not issue any certificate of occupancy for any future use or occupancy of the building unless and until the building owner installs an automatic fire sprinkler system within the building that complies with the requirements of Section 15.16.050.A of this Code.

4. No decision by the Village Fire Chief or his designee pursuant to this Section 15.16.050.E may be appealed pursuant to Section 15.16.090 of this Code.

~~F.~~ **4.Terms.** The terms used in this section shall have the same meanings as those terms have in the Fire Prevention Code and the Life Safety Code adopted by this chapter.”

SECTION 3: APPROVAL OF COMPLIANCE AGREEMENTS. The Village Council approves the Deferred Compliance Agreement and the Temporary Occupancy Compliance Agreement in substantially the form attached to this Ordinance as Exhibits A and B, respectively, and in a final form approved by the Village Manager and Village Attorney. The Village Council authorizes the Village Manager to execute these agreements pursuant to and in accordance with the provisions of the Amendments.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this __ day of March, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2016.

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 _____,
2016.

Introduced: February 16, 2016

Passed and Approved: _____, 2016

EXHIBIT A

Prepared by and after
Recording return to:

Peter M. Friedman
Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, IL 60603

Above Space For Recorder's Use Only

THE VILLAGE OF WINNETKA

DEFERRED COMPLIANCE AGREEMENT

This Deferred Compliance Agreement ("**Agreement**") is dated as of _____, 201_ ("**Effective Date**") and is made and entered into by and between the Village of Winnetka, an Illinois home rule municipal corporation, and _____, a _____ ("**Owner**").

BACKGROUND

Owner owns the property commonly known as _____ in Winnetka, Illinois ("**Property**"). Pursuant to Section 15.16.050.D of the Village Code of the Village of Winnetka ("**Village Code**"), Owner is required to construct an automatic fire sprinkler system ("**Fire Sprinkler**") within a building located on the Property ("**Building**"). Full completion and operation of the Fire Sprinkler requires construction of a new water service ("**Water Service**") connecting the Building to the Village's water supply (collectively, the Fire Sprinkler and the Water Service are the "**Improvements**").

Pursuant to Section 15.16.050.D of the Village Code, Owner desires to construct the Fire Sprinkler but defer completion of the Water Service for up to five years after the Effective Date of this Agreement. The Village is willing to authorize Owner to defer completion of the Water Service subject to, and contingent upon, the terms and conditions of this Agreement and Section 15.16.050.D of the Village Code.

TERMS AND CONDITIONS

1. The Owner may construct the Fire Sprinkler and the Water Service in two separate phases. The Village shall not issue any certificate of occupancy for, and Owner shall not be permitted to occupy, the Building before Owner constructs the Fire Sprinkler in the Building. Owner must complete construction of the Water Service no later than _____ ("**Completion Date**").

2. After the Village has determined that Owner has completed construction of the Fire Sprinkler in accordance with all applicable requirements of the Village Code and this Agreement, the Village will issue Owner a temporary certificate of occupancy for the Building ("**Temporary CO**"). The Temporary CO will expire on the Completion Date.

3. After the Village has determined that the Owner has completed construction of the Fire Sprinkler and the Water Service in accordance with all applicable requirements of the Village Code and this Agreement, the Village will issue Owner a permanent Certificate of Occupancy for the Building ("**Permanent CO**").

4. Owner is expressly advised, and acknowledges and agrees, that Owner: (a) proceeds with construction of the Improvements pursuant to this Agreement at its own risk; (b) will not be entitled to a Temporary CO or a Permanent CO except as expressly and specifically provided herein; and (c) no Permanent CO will be issued, regardless of expenditures incurred by Owner in proceeding pursuant to this Agreement, unless and until all of the terms and conditions of this Agreement and of the codes, ordinances, and regulations of the Village have been satisfied.

5. The Improvements must be designed, constructed, and installed only in strict accordance with: (a) this Agreement; (b) all applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations, except as otherwise provided in this Agreement; and (c) final plans and specifications for the Improvements to be submitted to, and approved in writing by, the Village's Fire Chief or designee.

6. Prior to the commencement of construction of the Fire Sprinkler and the Water Service, respectively, Owner must pay all application, inspection, and permit fees and all other fees and charges required for the Improvements by applicable Village codes, ordinances, resolutions, rules, and regulations and by other governmental or regulatory agencies with jurisdiction over the Property.

7. The Improvements are subject to inspection by appropriate Village staff or consultants in accordance with then-current Village codes and procedures. Owner grants Village the right to enter on the Property at all times after the Effective Date of this Agreement to ascertain compliance with the terms, conditions, restrictions, and limitations contained in this Agreement. No inspection shall be considered or construed as the Village's approval or acceptance of all or any part of the Improvements. The Fire Sprinkler and the Water Service shall not be deemed approved unless and until the Village issues Owner the Temporary CO and the Permanent CO, respectively.

8. To the extent that the work undertaken in furtherance of the Improvements does not comply with this Agreement, the codes, ordinances, and regulations of the Village, or any permit or approval issued by the Village in connection

with the Improvements, the Village shall have the right to require Owner to modify the Improvements to bring them into compliance.

9. After issuance of the Temporary CO, in the event that (a) construction of the Water Service does not comply with the terms and conditions of this Agreement and the Village Code and (ii) the Village has not issued the Permanent CO, the Village may revoke the Temporary CO and require Owner to cease occupancy of the Building until all requirements for a Permanent CO have been fully addressed to the satisfaction of the Village.

10. Owner hereby agrees to release, defend, indemnify, and hold harmless the Village, its officers, agents, servants, officials, attorneys, employees, and representatives from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, 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 this Agreement, any action taken by the Village pursuant to or in connection with this Agreement, and the construction of the Improvements.

11. This Agreement shall not be effective unless and until Owner has executed this Agreement, and the signed Agreement has been delivered to and accepted by the Village.

12. Owner authorizes the Village to record a copy of this Agreement against the Property. If the Village issues a Permanent CO of the Building pursuant to this Agreement, the Village will execute a release of this Agreement.

EXECUTED:

[OWNER]

By: _____

Its: _____

Date: _____

ACCEPTED:

THE VILLAGE OF WINNETKA

Village Manager

Date: _____

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 201_, by _____, the Village Manager of the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation.

—

Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 201_, by _____, the _____ of **[OWNER]**, a _____.

—

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT B

THE VILLAGE OF WINNETKA

TEMPORARY OCCUPANCY COMPLIANCE AGREEMENT

This Temporary Occupancy Compliance Agreement ("**Agreement**") is dated as of _____, 201_ ("**Effective Date**") and is made and entered into by and between the Village of Winnetka, an Illinois home rule municipal corporation, and _____, a _____ ("**Owner**").

BACKGROUND

Owner owns the property commonly known as _____ in Winnetka, Illinois ("**Property**"). Pursuant to Section 15.16.050.B of the Village Code of the Village of Winnetka ("**Village Code**"): (i) Owner is not required to construct an automatic fire sprinkler system ("**Fire Sprinkler**") within a building located on the Property ("**Building**") because use or occupancy of the building has not changed since February 15, 1977; and (ii) Owner will be required to construct a Fire Sprinkler in the building when the use or occupancy of the Building changes.

Pursuant to Section 15.16.050.E of the Village Code, Owner desires the Village to issue a 90-day temporary certificate of occupancy for the Building to permit Owner to temporarily change the use or occupancy of the Building without constructing the Fire Sprinkler ("**Temporary CO**"). The Village is willing to issue Owner the Temporary CO subject to, and contingent upon, the terms and conditions of this Agreement and Section 15.16.050.E of the Village Code.

TERMS AND CONDITIONS

1. The Village will issue Owner the Temporary CO to permit use or occupancy of the Building as _____ ("**Temporary Use**"). The Temporary CO will expire on _____, 201_ ("**Termination Date**"). The Temporary Use must cease on or before the Termination Date. After the Termination Date, Owner shall not use or occupy the Building except pursuant to valid certificates of occupancy issued by the Village pursuant to applicable provisions of the Village Code.
2. If the Temporary Use does not cease on or before the Termination Date, Section 15.16.050.B of the Village Code shall no longer apply to the Building and the Village shall: (a) revoke any existing certificates of occupancy issued for the Building; (b) not issue any future certificate of occupancy for any use or occupancy of the Building unless and until Owner constructs the Fire Sprinkler within the Building; (c) impose a fine in the amount of \$250.00 on Owner for each day that the Temporary Use continues after the Termination Date; and (d) cause the Building to be vacated.
3. The Village shall not issue, pursuant to Section 15.16.050.E of the Village Code, more than one Temporary CO for the Building in any 365-day period.

4. Owner is expressly advised, and acknowledges and agrees, that: (a) Owner proceeds with the Temporary Use pursuant to this Agreement at its own risk; (b) the Village may revoke the Temporary CO for the Temporary Use, and other certificates of occupancy issued for the Building, if Owner fails to comply with the requirements of this Agreement and Section 15.16.050.E of the Village Code; and (c) Owner is not entitled to a Temporary CO, or any other certificate of occupancy, for the Building except as expressly and specifically provided herein and in the Village Code.

5. Owner hereby agrees to release, defend, indemnify, and hold harmless the Village, its officers, agents, servants, officials, attorneys, employees, and representatives from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, 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 this Agreement, any action taken by the Village pursuant to or in connection with this Agreement, and the Temporary Use of the Building pursuant to the Temporary CO.

6. This Agreement shall not be effective unless and until Owner has executed this Agreement, and the signed Agreement has been delivered to and accepted by the Village.

EXECUTED:

[OWNER]

By: _____

Its: _____

Date: _____

ACCEPTED:

THE VILLAGE OF WINNETKA

Village Manager

Date: _____

#38766524_v2

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 201_, by _____, the Village Manager of the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation.

— _____
Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 201_, by _____, the _____ of **[OWNER]**, a _____.

— _____
Signature of Notary

SEAL

My Commission expires: _____