

**Winnetka Village Council  
REGULAR MEETING  
Village Hall  
510 Green Bay Road  
Tuesday, May 3, 2016  
7:00 p.m.**

Emails regarding any agenda item are welcomed. Please email [contactcouncil@winnetka.org](mailto: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) May 10, 2016 Study Session
  - b) May 17, 2016 Regular Meeting
  - c) June 7, 2016 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
  - a) Approval of Village Council Minutes
    - i) April 19, 2016 Regular Meeting .....3
  - b) Approval of Warrant List dated April 15 – 28, 2016.....10
  - c) Ordinance No. M-8-2016: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Adoption).....11
- 6) Stormwater Report: None.
- 7) Ordinances and Resolutions
  - a) Resolution No. R-28-2016: Approving an Agreement with Baxter & Woodman, Inc., for Engineering Services (Adoption).....14
  - b) Resolution No. R-29-2016: Approving an Agreement with HR Green, Inc., for Engineering Services (Adoption).....40
- 8) Public Comment
- 9) Old Business: None.
- 10) Reports
  - a) Presentation of Council-Manager Commemorative Plaque

- 11) Seating of the New Village Council
  - a) Village Clerk’s Report: Election Results
  - b) Administration of Oath of Office to Trustees-elect Penfield Lanphier, Christopher Rintz and Kristin Ziv
  - c) Call the new Council to Order
- 12) Ordinances and Resolutions
  - a) Commendation Resolutions
    - i) Resolution No. R-26-2016: Commending Trustee Stuart McCrary (Adoption) .....57
    - ii) Resolution No. R-27-2016: Commending Trustee Marilyn Prodromos (Adoption).....58
    - iii) Resolution No. R-25-2016: Commending Trustee Carol Fessler (Adoption) .....59
- 13) Public Comment
- 14) New Business: None.
- 15) Appointments
  - a) Council Organization
- 16) Reports
- 17) Closed Session
- 18) Adjournment

**NOTICE**

All agenda materials are available at [villageofwinnetka.org](http://villageofwinnetka.org) (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2<sup>nd</sup> 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  
April 19, 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, April 19, 2016, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Andrew Cripe, Carol Fessler, William Krucks, Stuart McCrary, Scott Myers and Marilyn Prodromos. Absent: None. Also present: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Community Development Director Mike D'Onofrio, Assistant Community Development Director Brian Norkus, and approximately 67 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
  - a) May 3, 2016 Regular Meeting. All of the Council members present indicated that they expect to attend.
  - b) May 10, 2016 Study Session. All of the Council members present indicated that they expect to attend.
  - c) May 16, 2016 Regular Meeting. All of the Council members present indicated that they expect to attend.
- 4) Approval of the Agenda. Trustee Myers, seconded by Trustee McCrary, moved to approve the Agenda. By voice vote, the motion carried.
- 5) Consent Agenda
  - a) Village Council Minutes.
    - i) April 5, 2016 Regular Meeting.
  - b) Warrant List. Approving the Warrant List dated April 1-14, 2016 in the amount of \$841,982.23.
  - c) Ordinance No. M-8-2016: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction). Authorization to dispose of surplus personal property owned by the Village of Winnetka.
  - d) Resolution No. R-22-2016: Green Bay Road & Elm Street Traffic Signal Funding (Adoption). Authorization to use \$300,000 in Motor Fuel Tax funds for the Traffic Signal Modernization Project at the intersection of Green Bay Road and Elm Street.
  - e) Resolution No. R-23-2016: Approving a Contract with B-Max Inc., for Electric Distribution Work (Adoption). Approval of a contract with B-Max Inc. for electric distribution work.

- f) Resolution No. R-24-2016: Approving a Contract with Master Project Inc., for Roofing Work at the Village's Electric Generation Plant (Adoption). Approval of a contract with Master Project Inc. for repairs of the Electric Plant roof.

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

- 6) Stormwater Report. None.
- 7) Ordinances and Resolutions.

- a) Ordinance No. M-7-2016: 1112 Willow Road, Winnetka School District 36, Special Use Permit and Variation (Introduction / Adoption). Mr. D'Onofrio reviewed this request for a special use permit and zoning variation for the installation of two modular classroom units at Crow Island School. He explained the proposal would reduce the side yard setback to 5 feet, whereas a 12-foot setback is required, resulting in a 50% variation. He noted that the School District plans to use the temporary classrooms for the next three school years, with one unit installed in 2016, and a second unit added in 2017 based upon approval of an extended day Kindergarten program. He said District 36 plans to have a long-term plan in place by 2019 to address enrollment patterns and student capacity at its five school buildings; approval of the modular units would allow work on the plan to take place while providing relief from overcrowding in the meantime.

Mr. D'Onofrio explained that initial concerns of the school's neighbors were put to rest after District 36 met with community members and agreed to engage a landscape architect. He said landscaping will be improved both around the temporary classrooms and the existing school, particularly along Glendale Avenue. The Zoning Board of Appeals, Design Review Board and Plan Commission all recommended approval of the request. He added that the School District is requesting a waiver of introduction, in order to expedite ordering of the units for installation before the 2016-17 school year begins.

After confirming that the neighborhood's concerns had been alleviated, Trustee Krucks asked what impact the school's landmark status has on potential additions to the building. Mr. Norkus explained the school's status as a National Landmark was discussed at the Plan Commission meeting; however, the modular units will not have any impact as they are temporary and reversible.

Penny Lanphier, Crow Island Stewardship Committee. Ms. Lanphier noted that the committee is an independent group monitoring the school and that the National Landmark Program was extremely pleased that the School District was proactive in informing the program about the proposed installation of the modular units.

Peter Gelderman, Tower Road. Mr. Gelderman asked if the temporary classrooms will encroach onto the Crow Island Woods; Mr. D'Onofrio said they would not.

The Trustees unanimously voiced agreement to waive introduction.

Trustee McCrary, seconded by Trustee Cripe, moved to waive introduction of Ordinance No. M-7-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

Trustee Cripe, seconded by Trustee Myers, moved to adopt Ordinance No. M-7-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

8) Public Comment. None.

9) New Business.

a) Downtown Master Plan: Teska Associates' Status Report. Meg Benson, Chair of the Downtown Master Plan (DMP) Steering Committee, explained that the DMP process is about half-completed. She described it as a very deliberate, comprehensive approach which began with gathering information on demographics, parking, community, etc. The Steering Committee analyzed the compiled information, and will ultimately narrow themes down to a set of recommendations to the Council: some specific, others more expansive.

Ms. Benson said Teska has done a lot of public engagement, including attending board meetings of other Village governing bodies, Park District events, and holding several public workshops. In addition, the Village website and E-newsletter feature news on the DMP process every week. She explained that the Vision Statement for each business district is a living, breathing concept for what the community would like to see in their future downtowns.

Next, Erin Cigliano, Teska Project Planner, presented a project overview, which included a timeline, a description of outreach efforts, an explanation of the vision statements, and a review of the Urban Design Quick Poll responses to-date.

Michael Blue, Teska Project Principal, recapped the redevelopment scenarios that were discussed at the last Steering Committee meeting. He noted that these are site concepts, not actual development plans, and are intended to illustrate development lessons. He added that market conditions, style and site analysis are other contributing factors that drive development.

Mr. Blue listed important lessons learned from the Development Scenario exercise:

- Redevelopment of existing parking lots simultaneously eliminates existing parking and creates the need for additional parking.
- No site is developed in a vacuum; nearby sites should be taken into consideration to create a larger development, or to meet the need for parking, outdoor seating, passive recreation, etc.
- Development is best done in coordination with adjacent owners and/or government bodies.

Peter Gelderman, Tower Road. Mr. Gelderman asked if Teska recommends keeping a Post Office branch at the Post Office redevelopment site, and Mr. Teska responded affirmatively.

Richard Sobol, Winnetka. Mr. Sobol asked how the DMP impacts the Fell Site redevelopment. Mr. Blue explained that the One Winnetka proposal was already undergoing the preliminary approval process when the DMP began. Therefore, the Fell site was not available to be evaluated as part of the redevelopment exercise.

Trustee Myers elaborated that the DMP deals with broad concepts – not specific design elements for individual buildings, adding that the work of the Village cannot be stopped while the DMP process plays out.

Ms. Benson noted that the DMP will apply for the next 20 years or so to the whole downtown, not just a specific site; and while it will be relevant to One Winnetka, it won't drastically change how the proposal is viewed.

President Greable thanked the many community members who have donated their time to work on the DMP project and invited all interested parties to attend the Steering Committee meetings.

10) Old Business.

- a) One Winnetka Planned Development (continued). President Greable announced that the public comment period would pick up where it left off at the last meeting, starting with questions and followed by comments. He said Staff would record all questions from the audience and provide them to the Developer, who will respond in writing.

Ron Drucker, 711 Oak Street. Mr. Drucker expressed concern about the garbage pickups off Lincoln Avenue, as they will be early in the morning and be noisy.

Carrie Aronson, Coldwell Banker. Ms. Aronson asked if diverse uses will be allowed in the Retail Overlay District.

Steve Miller, 603 Provident Avenue. Has the Council considered that the Village will be asked for height increases on the other three corners of Elm Street and Lincoln Avenue if One Winnetka goes forward with increased height allowances? How will security of underground parking be handled? What is the bond amount, in the event the project is halted?

Sally Hoit, Winnetka Mews. Will a scale model will be made of the development?

Jerry Brown, 711 Oak Street. Will the applicant have insurance to cover any potential damage that might be done to his building during One Winnetka construction, and how large would the policy be? Where will the project staging area be? How long will Lincoln Avenue be closed for construction of the underground parking?

Richard Kates, 1326 Tower Road. How much money is the developer asking the Village to contribute to the project? Has this amount increased since the initial presentation to the Plan Commission, and if so, why? What will the Village be paid for the property underneath Lincoln Avenue? What public improvement contributions is the developer seeking and what is the monetary value of those? If the developer does not get the contributions from the Village, both financial and infrastructure, will the project go forward?

Tom Rajkovich, 306 Forest Glen. Will the developer provide specific descriptions of the palette materials to be used on the building? Will the materials be authentic? What will the underground parking look like at dusk or later? Can the developer provide a digital interactive model for the public to use for more careful viewing of the development from other vantage points?

Ann Wilder, Spruce Street. Assuming no change to the water service lines, and no negative effect on the pressure for neighboring users, will there be adequate water service to all the units in the buildings? Could parking be satisfied on-site if it was reduced to the amount required in the Code? Will the proposed dining tables on Elm Street be located on the public sidewalk and if yes, how much footage will there be for pedestrians to pass by?

The question period ended at 8:40 p.m. Next, President Greable called for comments from the public.

David Humphrey, owner of Grand Foods property. Mr. Humphrey posited that people move to Winnetka to realize the benefits of limited scale and he showed a visualization of the proposed development as seen from the second floor of Village Hall. He said organic growth seeks changes when they are necessary and asked what needs a taller building serves. He urged the Council not to settle for a building that would overshadow the downtown but one that harmonizes with the Village as it is.

Bob Humphrey, 711 Oak. Mr. Humphrey said if the One Winnetka development is approved, there will be precedent to approve the next proposal for a six or seven story development. He noted that smaller trees are intentionally planted in the business districts, and the buildings are within the tree canopy. He said he could see no benefit to the Village, along with disproportionate disadvantages to the near neighbors of the proposed project.

Denise Keller. Ms. Keller said Winnetka needs the development because people want to buy new construction, and she suggested a group discussion would overcome a lot of obstacles.

Eleanor Prince, Kenilworth. Ms. Prince said Winnetka is the envy of the surrounding communities because of its planned feel and she suggested taking off two stories on the west side of the development in the interest of balance.

Peter Tyor, 711 Oak. Mr. Tyor expressed concerns about safety, fairness and trust, the narrowing of Lincoln Avenue and sidewalks, and the proximity of the entrance to the 711 Oak driveway.

Don Faloon, 799 Foxdale. Mr. Faloon said the site is very large and a building with more bulk could be built under the existing Code at the four-story height. He thought One Winnetka will be more of a community asset than a simple four-story building, and posited that the 70-foot height occupies a small percentage of the overall site, and the visual impact will be minimal. He added that the parking would be Village-owned, subsidized by the developer.

Brook Bloom, 979 Willow Road. Ms. Bloom said she moved to Winnetka for the schools, walkability and the Village's cohesive look. She expressed concern about the takeover of Lincoln Avenue and possible use of Village funds. She urged the Council to take its time, consider the issues and listen to the community.

Katie Reap, 1217 Asbury. Ms. Reap said One Winnetka is a stunning project that will put Winnetka on the map and she advised looking ahead, not to the past.

Peter Gelderman, Tower Road. Mr. Gelderman said he was opposed to the project because it is too tall and too big.

Richard Kates, 1326 Tower Road. Mr. Kates said a 2006 parking study indicated deficient parking on Elm Street east of Green Bay Road, and added that peak demand is at noon. He posited the Village does not need to subsidize parking and added that the last proposed development at the Fell Site did not ask for Village money, but instead offered the Village \$1.2 million in improvements. He urged caution in the use of Village funds.

Richard Sobol. Mr. Sobol read a letter from the Illinois Historic Preservation Agency urging adaptive re-use of the Fell building.

Marc Hecht, Spruce Street. Mr. Hecht made the following points: (i) there will be very negative consequences for the Village if the project is abandoned mid-way through, or is completed and is not successful; (ii) the project is out of scale for a town of Winnetka's size; (iii) the Council should only approve the project if a long-term bond is secured to ensure the developer will stay with the project for 10 years after substantial occupancy is achieved; (iv) cash escrows should be funded annually to ensure tax revenues in the event the developer goes bankrupt; (v) if successful, the project will congest Village streets and drive people away.

Peter Milbratz. Mr. Milbratz said the Fell building should be revitalized and used again and felt it is an asset to the community.

Derrick Kaleta, 611 Lincoln. Mr. Kaleta said One Winnetka is too massive and complex and will cause too much congestion. He was against using taxpayer money on the project.

Dan Hales, 711 Oak. Mr. Hales asserted there will be massive congestion if the project is built, and that people want tranquility and peace, not noise and crowding.

Bradley Smith, Evanston. Mr. Smith said it seems most of the feedback on One Winnetka has been negative and he wondered how people who don't read the news about it feel about the project.

Steve Miller, Provident Avenue. Mr. Miller said approving the zoning variations will open a Pandora's Box of other developers wanting to do a similar project in Winnetka.

Tom Rajkovich, 306 Forest. Mr. Rajkovich said it comes down to establishing a character for the Village, and he urged a separation between the residential and public areas of Winnetka, which would leave public buildings like churches, Community House etc., to dominate the skyline. He criticized One Winnetka as being city architecture and scale, adding that it will look like a fish out of water.

Vickie Apatoff, 730 Ardsley. Ms. Apatoff asked if so much retail can be supported in a town of Winnetka's size, and she compared One Winnetka to a development in Highland Park which is smaller than One Winnetka, that is sitting largely empty. She cautioned that such a fate for One Winnetka would have a very negative effect on the Elm Business District. She urged the Council to consider the size and scale of the development before approving.

Jan Bawden, 129 DeWindt. Ms. Bawden said the Business Community Development Commission examined building heights in the commercial zones in 2014, and

recommended a maximum height of 45 feet, and she added that the height of One Winnetka should not be approved.

Catherine Veach, 1040 Sunset Road. Ms. Veach said Winnetka is not attracting people from the city anymore, and something must be done.

Denny Niles, Spruce Street. Mr. Niles said Winnetka's housing stock is too expensive, the market is slow, and One Winnetka could increase property values.

There being no more public comment, President Greable continued the One Winnetka discussion until a later Council meeting, the date of which will be announced in advance.

11) Appointments. None.

12) Reports.

a) Village President. None.

b) Trustees.

i) Trustee Fessler reported that the final article of the Founding Times is in the Winnetka Current.

c) Attorney. None.

d) Manager. None.

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

President Greable announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 9:57 p.m.

14) Adjournment. Trustee Myers, seconded by Trustee Cripe, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 11:16 p.m.

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Deputy Clerk



## Agenda Item Executive Summary

**Title:** Approval of Warrant List

**Presenter:** Robert M. Bahan, Village Manager

**Agenda Date:** 05/03/2016

**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 April 15-28, 2016 was emailed to each Village Council member.

### Recommendation:

Consider approving the Warrant List dated April 15-28, 2016.

### Attachments:

None.



## Agenda Item Executive Summary

**Title:** Ordinance No. M-8-2016: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Adoption)

**Presenter:** Alan Berkowsky, Fire Chief

**Agenda Date:** 05/03/2016

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

**Consent:**  YES  NO

### Item History:

This item was introduced on April 19, 2016.

### Executive Summary:

Consistent with Illinois statutes and the home rule authority of the Village, the Village's established practice is to pass an Ordinance authorizing the Village Manager to dispose of vehicles that have reached their useful service life. Ordinance M-8-2016 authorizes the Village Manager to dispose of the Fire Department's 1996 Pierce Sabre Reserve Fire Engine.

A closed bid process will be used to sell the reserve engine. The minimum opening bid for the retired vehicle will be \$30,000.

### Recommendation:

Consider adoption of Ordinance No. M-8-2016, titled "An Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka."

### Attachments:

Ordinance No. M-8-2016, An Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka.

**ORDINANCE NO. M-8-2016**

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WINNETKA**

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

**WHEREAS**, the Village owns one 1996 Pierce Sabre Pumper (V.I.N. No. 4P1CT02U3TA000195) ("*Surplus Property*"); and

**WHEREAS**, the Council of the Village of Winnetka ("*Village Council*") has determined that ownership of the Surplus Property is no longer necessary or useful to, or for the best interests of, the Village; and

**WHEREAS**, the Village Council desires to dispose of the Surplus Property; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village to dispose of the Surplus Property as set forth in this Ordinance;

**NOW, THEREFORE**, the Council of the Village of Winnetka do ordain as follows:

**SECTION 1: RECITALS.** The foregoing recitals are incorporated into this Section as the findings of the Village Council, as if fully set forth herein.

**SECTION 2: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY.** Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the Village's home rule authority, the Village Council declares that ownership of the Surplus Property is no longer necessary or useful to, or in the best interests of, the Village. The Village Council authorizes the Village Manager, or his designee, to dispose of the Surplus Property in a manner to be determined by the Village Manager, in his discretion.

**SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION.** The Village Manager and the Village Clerk are authorized to execute and attest, on behalf of the Village, all documents necessary to complete the disposition of the Surplus Property authorized pursuant to Section 2 of this Ordinance.

**SECTION 4: EFFECTIVE DATE.** This Ordinance will be in full force and effect from and after its passage by a majority of the corporate authorities then holding office, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_ day of \_\_\_\_\_, 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: April 19, 2016

Passed and Approved: \_\_\_\_\_, 2016



## Agenda Item Executive Summary

**Title:** Resolution No. R-28-2016: Approving an Agreement with Baxter & Woodman, Inc., for Engineering Services (Adoption)

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

**Agenda Date:** 05/03/2016

**Consent:**  YES  NO

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

### Item History:

In a letter from National Flood Insurance Program/Community Rating System (NFIP/CRS), dated December 18, 2014, FEMA and the ISO recommended that the Village of Winnetka had obtained enough credit points that it would enter into the CRS program with a Class 6 Rating. On May 1, 2015, the Village of Winnetka received the official plaque awarding the Village a CRS Class 6 designation. Staff was tasked at that meeting with seeking additional opportunities to reduce flood insurance premiums.

### Executive Summary:

A goal for the Village would be to improve its rating from a 6 to a 4, which would reduce the premium for flood insurance policy holders in the Village by an additional 10%. Currently, Village residents with policies under the National Flood Insurance Program are paying annual premiums averaging \$2,000, with aggregate premium payments of \$733,000 Village-wide. Achieving Class 4 status would save Village residents over \$73,000 per year using current premium rates.

For a community to achieve a 4 rating, it must adopt a Watershed Master Plan and then adopt regulatory standards based on that Plan. The objective of a Watershed Master Plan is to provide the community with a tool it can use to make decisions that will mitigate the impact of future development. It will allow the Village to prepare for future impervious areas as it constructs stormwater infrastructure designed to manage the runoff from existing impervious areas. This Watershed Master Plan will formalize and build upon previous work products and provide a qualifying package to receive appropriate CRS credits for all of the Village's stormwater management programs. Formalizing this information will receive an immediate benefit achieved in the additional reduction in their insurance premiums and the Village will have an adopted road map in which to manage future stormwater programs.

Because Baxter and Woodman was critical in the development and capturing of the watershed data, and based on their knowledge of the CRS program staff requested a proposal to assist in the development of this program. Baxter and Woodman has spoken directly with representatives from the CRS program to confirm the requirements that would allow the Village to receive the maximum credit points in the CRS program. Based on the conversations with CRS representatives and considering the data that Baxter and Woodman currently has they have provided a proposal rate of \$37,200 to assist the Village in preparing a Watershed Master Plan.

It is understood that the development and adoption of a Watershed Master Plan in conjunction with the implementation of Village regional storm water improvements to include ongoing staff initiatives to improve CRS credit points will allow the Village to ultimately obtain a CRS rating of 4. The Village currently has \$45,000 budgeted in FY 2016 for this program.

### Recommendation:

Consider adopting Resolution No. R-28-2016 approving a contract with Baxter & Woodman Inc., for professional engineering services to assist in the development of a Village Watershed Master Plan to be developed in accordance with the the CRS program for an amount not to exceed \$37,500.

### Attachments:

- Resolution No. R-28-2016
- Contract form
- Copy of section 452.b from CRS Program

**RESOLUTION NO. R-28-2016**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
BAXTER AND WOODMAN, INC., FOR PREPARATION OF  
A WATERSHED MASTER PLAN**

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

**WHEREAS**, the Village desires to obtain professional engineering services for the preparation of a Watershed Master Plan in connection with the National Flood Insurance Program Community Rating System (“*Services*”); and

**WHEREAS**, the Village requested proposals and statements of qualification for the performance of the Services; and

**WHEREAS**, Baxter & Woodman, Inc. (“*Consultant*”), submitted a proposal to the Village for the performance of the Services in an amount not to exceed \$37,500.00; and

**WHEREAS**, the Village Council has determined that Consultant’s proposal to perform the Services best meets the needs of the Village; and

**WHEREAS**, the Village Council desires to enter into an agreement with Consultant for the performance of the Services in an amount not to exceed \$37,500.00 (“*Agreement*”); and

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

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

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

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

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

May 3, 2016

**R-28-2016**

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

**ADOPTED** this 3<sup>rd</sup> day of May, 2016, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**  
**AGREEMENT**

**VILLAGE OF WINNETKA  
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 26th day of April, 2016, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

**SECTION 1.           CONSULTANT.**

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

**Consultant Name ("**Consultant**"):** Baxter & Woodman, Inc.

**Address:** 8678 Ridgfield Road, Crystal Lake, IL 60012

**Telephone No.:** 815-459-1260

**Email:** jmick@baxterwoodman.com

**Project Name/Description:** CRS Watershed Plan

**Agreement Amount:** \$37,200

**B. Project Description.** ~~*[Insert 25-50 word overview description of the professional services being provided]*~~, as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**. - CRS Watershed Plan

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

**SECTION 2.           SCOPE OF SERVICES.**

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

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

**C. Commencement; Term.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than the date that is 180 days after the Commencement Date ("**Time of Performance**").

**D. Reporting.** The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

### **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

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

**B. Invoices and Payment.** The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

**C. Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

#### **D. Claim In Addition To Agreement Amount.**

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

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

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

**E. Additional Services.** The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with

any services provided by the Consultant that are outside the scope of this Agreement (“**Additional Services**”), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

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

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

#### **SECTION 4. PERSONNEL; SUBCONTRACTORS.**

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

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

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

all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

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

## **SECTION 5. CONFIDENTIAL INFORMATION.**

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

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

## **SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.**

**A. Representation and Certification of Services.** The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The

representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

**B. Indemnification.** The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

**C. Insurance.** The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

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

## **SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

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

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

of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

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

**D. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

**E. Compliance With Laws and Grants.**

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-

governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

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

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

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

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

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

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

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

**I. Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may

have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

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

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

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

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

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

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

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

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

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

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

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

**SECTION 8. GENERAL PROVISIONS.**

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

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

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

**D. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Winnetka  
510 Green Bay Road  
Winnetka, Illinois 60093  
Attention: Village Manager

With a copy to:

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

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

Baxter & Woodman, Inc.  
8678 Ridgefield Road  
Crystal Lake, IL 60012  
Attention: John V. Ambrose, President/CEO

With a copy to:

Baxter & Woodman, Inc.  
8678 Ridgefield Road  
Crystal Lake, IL 60012  
Attention: Louis D. Haussmann, Vice President/COO

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

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

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

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

**I. Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**J. Authority to Execute.**

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

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

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

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

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

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

**N. Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

**O. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**P. Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

**Q. Exhibits.** Exhibits A through \_\_\_ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

**S. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this 26th day of April, 2016.

ATTEST:

**VILLAGE OF WINNETKA**

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Manager

ATTEST:

**CONSULTANT - Baxter & Woodman, Inc.**

By: Barbara Tabin

By:  \_\_\_\_\_

Title: Deputy Secretary

Its: Vice President

January 18, 2016

Mr. James Bernahl, P.E.  
Assistant Director of Public Works and Engineering  
Village of Winnetka  
1390 Willow Road  
Winnetka, IL 60093

***Subject: Village of Winnetka – CRS Watershed Plan  
Baxter & Woodman, Inc. Proposal***

Dear Mr. Bernahl:

The Village has been accepted into the Community Rating System (CRS), but would like to improve its rating from a 6 to a 4. Doing so would reduce the premium for flood insurance policy holders in the Village by an additional 10%. It would also give Winnetka the best CRS rating in Illinois. In order for a community to achieve a 4 rating, it must adopt a Watershed Master Plan and then adopt regulatory standards based on the Plan. The objective of a Watershed Master Plan is to provide the community with a tool it can use to make decisions that will mitigate the impact of future development. It will allow the Village to prepare for future impervious areas as it constructs stormwater infrastructure designed to manage the runoff from existing impervious areas. We understand the importance of a Watershed Master Plan and the steps necessary to complete it. We look forward to the opportunity to work with the Village on this Project.

**Scope of Services**

The following outlines our proposed scope of services and engineering fee to prepare a Watershed Master Plan for adoption by the Village.

- **PROJECT MANAGEMENT** – Plan, schedule, and control the activities to complete the Project. These activities include, but are not limited to budget, schedule, and scope. Coordinate with the Village and project team to ensure the goals of the Project are achieved. Submit a monthly status report via e-mail describing tasks completed the previous month and outlining goals for the subsequent month.
- **FUTURE IMPERVIOUS AREA** – Determine the allowable increase in impervious area in each of the fifteen (15) watersheds identified in Exhibit 1 of the Village’s Stormwater Master Plan. The allowable increase will be based on the existing impervious area, as identified in the Village’s GIS, and the maximum impervious area allowed by the Village’s existing zoning regulations.

- **FUTURE DETENTION VOLUME** – Use the Village’s latest existing conditions XP-SWMM models to determine the amount of stormwater detention volume required on private property in order to offset future increases in impervious area, up to the maximum impervious area allowed by the Village’s existing zoning regulations. This volume will be calculated for each of the fifteen (15) watersheds identified in Exhibit 1 of the Village’s Stormwater Master Plan. It will be calculated for the 10-, 50-, and 100-year storm events based on a critical duration analysis of storm events ranging from 1 hour to 24 hours.
- **REGULATORY STANDARDS FOR NEW DEVELOPMENT** – Compare the future detention volume that would be required in each watershed with the detention volume that would be provided according to the Village’s existing Engineering Design Guidelines. Determine for each watershed whether the existing Engineering Design Guidelines are adequate or whether they need to be more stringent.
- **MAPS** – Prepare a Watershed Impact Adjustment Map showing the area under the Village’s regulatory authority and the watersheds impacting the Village. Prepare maps showing other relevant information, such as zoning districts, bodies of water, floodplains, wetlands, channels, riparian areas, and other natural areas.
- **MEETINGS** – Attend three (3) meetings with Village staff to discuss preliminary findings, refine alternatives, receive further direction, and obtain feedback on recommendations.
- **WATERSHED MASTER PLAN** – Prepare our findings and recommendations in a written document with supporting maps and graphics. Recommendations may include revised regulatory standards for specific watersheds, public information, types of stormwater Best Management Practices, and protection of sensitive natural areas. Assumptions and methodologies will be described for each watershed. The Watershed Master Plan will specifically identify the CRS requirements that have been met. This task includes submitting the Watershed Master Plan to Insurance Services Office (ISO) for CRS approval, when directed by the Village, and revising the Plan to address comments by ISO.
- **PRESENTATIONS** – Present the Project at two (2) Village Council meetings. The first presentation is expected to be made prior to submittal of the Watershed Master Plan for CRS review. The second presentation is expected to be made prior to Village adoption of the Watershed Master Plan.

### **Schedule**

We estimate that the work will be completed within six (6) months after receiving authorization to proceed.

**Engineering Fee**

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$37,200**.

Thank you for the opportunity to submit our Proposal for this Project. Upon your written authorization to proceed, we will begin work immediately. Please contact me if you should have any questions or need additional information.

The attached standard terms and conditions apply to this Proposal. If you find this Proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



John P. Mick II, P.E.  
Winnetka Client Manager  
Attachment

**VILLAGE OF WINNETKA, ILLINOIS**

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

I:\Crystal Lake\WINNE\150172-CRS Watershed Plan\Contract\150172 Proposal\_1-18-16.docx

# STANDARD TERMS AND CONDITIONS

**Agreement** - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Owner's Responsibility** - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

**Schedule for Rendering Services** - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

**Invoices and Payments** - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

**Opinion of Probable Construction Costs** - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

**Standards of Performance** - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

**Insurance** - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

**Use of Documents** - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

**Successors, Assigns, and Beneficiaries** – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

**Miscellaneous Provisions** – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

#### **452.b. Watershed master plan (WMP)**

The maximum credit for this element is 315 points.

WMP credit is provided if the community implements stormwater management regulations through an adopted watershed master plan. Credit is also provided for watershed master plans that

- Evaluate future conditions and long-duration storms,
- Identify wetlands and natural areas,
- Address the protection of natural channels, and
- Provide a dedicated funding source for implementing the plan.

The objective of watershed master planning is to provide the community with a tool it can use to make decisions that will reduce the increased flooding from development on a watershed-wide basis. Although there is no doubt that stormwater management regulations reduce the future flood threat from a developing area, a watershed master plan goes much further in predicting the rainfall/runoff relationships within the watershed, and in locating and dealing with existing problems and identifying potential future problems. An understanding of the watershed's behavior is necessary to ensure that established stormwater management regulations will prevent flood damage due to future development.

The only way to completely understand watershed behavior (how a watershed responds to rainfall) is to do a relatively detailed study of runoff under both present and future conditions. Hydrologic models simulate various rainstorms over a watershed and, based on the nature of the watershed's land cover, soils, and topography, determine the timing and total volume of peak flows. Hydrologic studies can be used to determine the appropriate amount of detention or retention necessary to prevent an increase in runoff as development occurs.

In addition to the present- and future-conditions hydrology studies, a watershed master plan should include mitigation recommendations that are appropriate for the community. These recommendations should include the entire range of mitigation activities—regulations, public information, structural control of runoff, non-structural programs (including stormwater management regulations), protection of sensitive natural areas, and acquisition of flood-prone properties.

For CRS credit, a watershed master plan must, at a minimum, address the regulatory standards for new development. The modeling may show that different standards are needed for different watersheds, or for different parts of the watershed. Communities may also find as a result of their modeling that their existing stormwater management regulations are adequate or they may decide to make them more stringent to prevent development from increasing the frequency and severity of existing problems.

One of the prerequisites for a CRS Class 4 (see Section 211.c) is that the community receive credit for watershed master planning based on the 100-year storm. Most communities use various return frequencies for different design and management purposes. Development of a watershed master plan does not have to change that, but it is important to understand the impact of development on runoff from the 100-year storm.

For example, a community could require that the 5-year storm be contained in storm sewers, the 10-year storm be contained in streets below the curb, the elevation of the 25-year storm be at least 12 inches below the floors of new buildings, and the 100-year storm level be below the floor elevations. If the community uses future-conditions hydrology to develop 5-, 10-, 25- and 100-year storms in the plan, it can use the results to effectively reduce future flood damage without revising the nominal requirements.

For CRS credit, development of a watershed master plan does not imply that a community must immediately address its future problems through capital drainage projects. The plan should be considered a tool to help the community identify opportunities to address problems before and as they arise.

Communities are encouraged to check with their state or regional stormwater management agency to see if they can apply for “uniform minimum credit,” i.e., credit based on the stormwater management program implemented by the regional agency.

#### **Credit Criteria for WMP**

- (1) The community must have adopted a watershed master plan for one or more of the watersheds that drain into the community, and the plan must identify the natural drainage system and constructed channels.
- (2) The community must have adopted regulatory standards that are based on the plan and that receive credit under SMR in Section 452.a.
- (3) The plan’s regulatory standards must manage future peak flows so that they do not increase over present values.
- (4) The plan’s regulatory standards must require management of runoff from all storms up to and including the 25-year event.
- (5) For any plan that is more than five years old, the community must evaluate the plan to ensure that it remains applicable to current conditions. The evaluation must address whether the data used for the plan are still appropriate and whether the plan effectively manages stormwater runoff. The community must update a watershed master plan that become obsolete, or the WMP credit will be revised accordingly.
- (6) WMP1 credit must be received in order to receive credit for any of the other items.

## Credit Points for WMP

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WMP = the total of the following:

WMP1 = 90 points, if the watershed master plan meets all of the criteria listed in Section 452.b

WMP2 = 30 points, if the plan and the community's regulations manage the runoff from all storms up to and including the 100-year event

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“All storms” includes at a minimum the 10-year storm, a storm greater than the 10-year but less than the 100-year storm, and the 100-year storm.

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WMP3 = 55 points, if the plan provides management of future peak flows and volumes so that they do not increase over present values

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If the plan's regulatory standards prevent all increases in downstream flood peaks AND VOLUMES, regardless of their location within the watershed, it will receive this credit. A community can receive the maximum credit if it retains runoff from a 100-year or larger storm and discharges it to groundwater or irrigation or if it detains the runoff long enough to discharge it after the peak flow in the receiving body has subsided, so that the discharge will not increase downstream peak flows anywhere in the receiving stream.

Communities with watersheds that discharge into large lakes or rivers may receive this credit if they demonstrate that their discharges will not increase flood elevations in the lake or anywhere downstream in the receiving river.

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WMP4 = 35 points, if the plan manages the runoff from all storms up to and including the 5-day event

---

If a community can demonstrate that an event shorter than five days is the locally appropriate “worst-case” runoff event for stormwater management, it may receive this credit if it uses that event for its regulatory standard. In some areas this may require continuous-simulation modeling. If a community, regional, state, or federal agency can demonstrate that, for example, the 72-hour event provides the “worst case” runoff for a watershed, the 72-hour event would be credited for communities in that area.

The following three credits recognize communities that preserve their remaining “natural” channels, floodplains, or upland wetlands for stormwater conveyance or storage. “Soft” or “green” approaches are encouraged, rather than “hard” or concrete measures.

WMP5 = 30 points, if the plan identifies existing wetlands or other natural open space areas to be preserved from development so that natural attenuation, retention, or detention of runoff is provided

WMP6 = 25 points, if the plan prohibits development, alteration, or modification of existing natural channels

WMP7 = 25 points, if the plan requires that channel improvement projects use natural or “soft” approaches rather than gabions, rip rap, concrete, or other “hard” techniques

WMP8 = 25 points, if the community has a dedicated funding source to implement the recommendations in the plan

A community with a local funding source dedicated to implementation of the adopted watershed master plan is more likely to complete the projects and can receive additional credit. Common sources of funding include a real estate excise tax, stormwater utilities, drainage district fees, or other dedicated taxes. Developer impact fees are an uncertain source of funding and are not credited here.

### Impact Adjustment for WMP

The watershed impact adjustment map for WMP is prepared, and the affected areas are calculated, in the same manner as for SMR in Section 452.a. The area covered by the credited watershed master plan (aWMP) must be the same or smaller than the area covered by the SMR regulations (aSMR).

$$rWMP = \frac{aWMP}{aW}, \text{ where}$$

aWMP = the area covered by a watershed master plan

If the total calculated impact adjustment is less than 0.15 or the community does not prepare a watershed impact adjustment map, then  $rWMP = 0.15$ .

### Documentation for WMP Provided by the Community

- (1) At each verification visit,
  - (a) The needed documentation is assembled by the ISO/CRS Specialist and provided to the technical reviewer for this activity. There is a checklist to help the stormwater manager identify all the needed documentation, available at [www.CRSresources.org/400](http://www.CRSresources.org/400).
    - (i) Documentation that the plan has been adopted by the community. “Adopted by the community” means either formal approval by the community’s governing

body or formal approval by another body or office of the community that has the authority and funding to implement the plan, such as a flood control district.

- (ii) Copies of the pages of the watershed master plan that show it meets the minimum criteria and the items to be credited. This can be an electronic copy of the plan with a description of the items to be credited and where they can be found in the plan.
- (iii) The ordinance pages credited under SMR in Section 452.a, showing the regulatory standards that are based on the plan (Section 452.b, credit criterion (2)).
- (iv) [For WMP8] A copy of the ordinance adopting the dedicated funding source and a budget describing how the money was spent during the past fiscal year.
- (v) If the plan(s) is more than five years old, an evaluation report that addresses whether the plan(s) is still based on appropriate data and effectively manages stormwater runoff. In lieu of a formal report, the community may submit a letter signed by a licensed professional engineer that addresses the following issues:
  - o The “future conditions” at the time the plan was completed: Do these conditions still reasonably reflect the actual watershed conditions today?
  - o The precipitation data used for the plan’s hydrology: Does the community or agency still use the same precipitation data that were used in the report?
  - o Method used for the plan(s): Is the method used to develop the plan(s) considered appropriate by the agency today?
  - o Construction: Has construction of stormwater infrastructure altered actual conditions in ways that make the plan(s) obsolete?
  - o Other factors: Are there other aspects of the plan(s) that make it obsolete or otherwise of questionable applicability?
- (vi) The watershed impact adjustment map.
- (vii) [If the community determines the area covered by the watershed master plan (aWMP) to include watershed areas regulated by other communities]  
Documentation that watersheds outside the jurisdiction of the community are regulated to similar standards or are subject to the same plan as those within the community.

#### **452.c. Erosion and sedimentation control regulations (ESC)**

The maximum credit for this element is 40 points.

ESC credit is provided if the community requires that erosion and sediment control measures be taken on land that is disturbed during development. ESC credit is based upon the size of the areas subject to the regulation. Drainage systems cannot perform to their design standards if they are choked with eroded soil that has been captured in stormwater. Sediment control is especially important in watersheds where land is being disturbed by



## Agenda Item Executive Summary

**Title:** Resolution No. R-29-2016: Approving an Agreement with HR Green, Inc., for Engineering Services (Adoption)

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

**Agenda Date:** 05/03/2016

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

**Consent:**  YES  NO

### Item History:

The Village of Winnetka maintains utilities and a public sidewalk in an easement connecting Fisher Lane and Sheridan Road. In the fall of 2015 Village staff met with representatives from the Fisher/Crescent Lane property owners to review maintenance and erosion concerns in the private ravine located in the easement area. After reviewing the condition of the easement, staff included \$275,000 in the FY 2016 Budget to address repairs to the ravine and public sidewalk at this location. The Village, with the assistance of the homeowners association, proposes to develop a long-term improvement that will define the runoff volume of stormwater that traverses this ravine, determine how best to control that stormwater volume, and develop a methodology to stabilize the ravine including investigating potential green practices. The final design will prevent further erosion of the ravine, and repair and protect the pedestrian walkway.

### Executive Summary:

On February 17, 2016 the Village received eight proposals from qualified engineering firms. Proposals were evaluated using a selection criteria set forth in the proposal that considered the firms project understanding, project approach, firm experience and current workload, project team structure and experience, and proposed schedule. The proposed fees were then evaluated for the top three firms, H.R. Green submitted the lowest fee proposal for the phased design work for \$28,461.

Because this project involves both private property and public facilities in an easement, staff is proposing to partner with the Homeowners' Association (HOA) to design and implement the improvements. To facilitate this cooperation, the engineering work has been phased as follows:

- Phase I - Preliminary Design Investigations: \$13,762
- Phase II - Engineering Design: \$14,699
- Phase III - Construction Observation and Closeout: \$11,050

Staff recommends awarding the contract for the full amount of Phase 1 and Phase 2, but not proceeding with Phase 2 without further authorization from the Council. Phase 1 work will produce preliminary design information necessary to establish the project scope and cost. Because there are important Village facilities in this area, staff recommends that this contract work, costing \$13,762, be completed at the Village's expense. Upon completion of Phase 1, discussions will need to take place between the Village and the HOA to determine appropriate cost sharing for the remaining engineering and construction work for the project.

### Recommendation:

Consider adopting Resolution R-29-2016 approving a contract with H.R. Green Associates for professional engineering services for design of the "Fisher Lane and Sheridan Road Ravine Stabilization and Sidewalk Project" to be developed in phases as outlined above for an amount not to exceed \$28,461.

### Attachments:

- Resolution No. R-29-2016
- HR Green, Inc. Agreement and Proposed Fees
- Location Map

**RESOLUTION NO. R-29-2016**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
H.R. GREEN, INC., FOR ENGINEERING SERVICES  
FOR THE DESIGN OF THE FISHER LANE AND SHERIDAN ROAD  
RAVINE STABILIZATION AND SIDEWALK PROJECT**

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

**WHEREAS**, the Village desires to obtain professional engineering services in connection with improvements to control storm water and reduce erosion within the ravine located between Fisher Lane and Sheridan Road in the Village ("**Services**"); and

**WHEREAS**, the Services consist of three phases: (i) preliminary design investigations, (ii) engineering design, and (iii) construction observation and closeout; and

**WHEREAS**, the Village requested proposals and statements of qualification for the performance of the Services; and

**WHEREAS**, H.R. Green, Inc. ("**Consultant**"), submitted a proposal to the Village for the performance of phases one and two of the Services in an amount not to exceed \$28,461.00; and

**WHEREAS**, the Village Council has determined that Consultant's proposal to perform phases one and two of the Services best meets the needs of the Village; and

**WHEREAS**, the Village Council desires to enter into an agreement with Consultant for the performance of phases one and two of the Services in an amount not to exceed \$28,461.00 ("**Agreement**"); and

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

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and

May 3, 2016

**R-29-2016**

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

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

**ADOPTED** this 3<sup>rd</sup> day of May, 2016, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**  
**AGREEMENT**



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

### **FISHER LAND AND SHERIDAN ROAD RAVINE STABILIZATION AND SIDEWALK PROJECT**

Submitted to:

James J. Bernahl, Assistant Director of Public Works and Engineering  
Village of Winnetka  
1390 Willow Road  
Winnetka, IL 60093  
Phone: 847-716-3261

Prepared by:

Ajay Jain, Vice President, Practice Leader – Water Resource  
HR Green, Inc.  
820 Davis Street, Suite 408,  
Evanston, IL 60201  
Phone: 800.728.7805  
Direct: 815-759-8331  
Cell: 815-509-8302

HR Green Project Number: 10160015

April 6, 2016

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- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between Village of Winnetka (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

### **1.0 Project Understanding**

*See attached proposal by COMPANY dated February 17, 2016 and subsequent correspondence with CLIENT dated April 1, 2016 along with a summary of scope and fee, all of which, by reference herein, are made part of this Agreement.*

### **2.0 Scope of Services**

The CLIENT agrees to employ COMPANY to perform the following services:

*See attached proposal by COMPANY dated February 17, 2016 and subsequent correspondence with CLIENT dated April 1, 2016 along with a summary of scope and fee, all of which, by reference herein, are made part of this Agreement.*

### **3.0 Deliverables and Schedules Included in this Agreement**

*See attached proposal by COMPANY dated February 17, 2016 and subsequent correspondence with CLIENT dated April 1, 2016 along with a summary of scope and fee, all of which, by reference herein, are made part of this Agreement.*

The proposed schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

### **4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this agreement:

*See attached proposal by COMPANY dated February 17, 2016 and subsequent correspondence with CLIENT dated April 1, 2016 along with a breakdown of scope and fee, all of which, by reference herein, are made part of this Agreement.*

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

### **5.0 Services by Others**

*See attached proposal by COMPANY dated February 17, 2016 and subsequent correspondence with CLIENT dated April 1, 2016 along with a summary of scope and fee for the three project phases, all of which, by reference herein, are made part of this Agreement.*

## 6.0 Client Responsibilities

*See attached proposal by COMPANY dated February 17, 2016 and subsequent correspondence with CLIENT dated April 1, 2016 along with a summary of scope and fee, all of which, by reference herein, are made part of this Agreement.*

## 7.0 Professional Services Fee

### 7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

### 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

### 7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

### 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

**Time and material basis with a Not to Exceed fee of \$28,461.00 for Design Engineering Services only.**

*See attached proposal by COMPANY dated February 17, 2016 and subsequent correspondence with CLIENT dated April 1, 2016 along with a summary of scope and fee, all of which, by reference herein, are made part of this Agreement.*

## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY'S employees of the functions and services required under this Agreement.

### 8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not

terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY until project fees are paid by CLIENT in full.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by

COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions.

Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. 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.

#### 8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;

- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

#### 8.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

#### 8.28 Construction Observation Without Design

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors or omissions in the performance of their professional services.

#### 8.29 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.30 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

8.31 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

\_\_\_\_\_  
Ajay Jain, PE, CFM

Title: Vice President, Practice Leader Date: April 6, 2016

VILLAGE OF WINNETKA

Accepted by: \_\_\_\_\_

Printed/Typed Name: E. Gene Greable

Title: Village President Date: \_\_\_\_\_

**MAN-HOUR AND FEE ESTIMATE**  
**VILLAGE OF WINNETKA - FISHER LANE AND SHERIDAN ROAD**  
**RAVINE STABILIZATION AND SIDEWALK PROJECT**  
**PREPARED BY - HR GREEN, INC.**  
**DATE: APRIL 1, 2016**

**TOTAL FEE FOR DESIGN ENGINEERING SERVICES**

	Task Descriptions	Hours	Labor Fee	In-House Direct Costs*	Total Fee
<b>PHASE 1</b>	<b>PRELIMINARY DESIGN INVESTIGATIONS</b>				
<b>TASK 1</b>	<b>PROJECT KICKOFF AND DATA GATHERING</b>				
1.1	Project Kickoff Meeting	8	\$1,212	\$6	\$1,218
1.2	Data Gathering	2	\$236		\$236
1.3	Surveying Services	25	\$2,950	\$33	\$2,983
<b>TOTAL FOR TASK 1 - PROJECT KICKOFF AND DATA GATHERING</b>		<b>35</b>	<b>\$4,398</b>	<b>\$40</b>	<b>\$4,438</b>
<b>TASK 2</b>	<b>CONCEPT AND PRELIMINARY DESIGN</b>				
2.1	Preliminary Design Investigation and Design Concepts	30	\$3,898		\$3,898
2.2	Village Coordination Meetings	2	\$350	\$19	\$369
2.3	Resident Coordination Meeting	4	\$606	\$13	\$619
2.4	30% Design	34	\$4,398	\$40	\$4,438
<b>TOTAL FOR TASK 2 - CONCEPT AND PRELIMINARY DESIGN</b>		<b>70</b>	<b>\$9,252</b>	<b>\$72</b>	<b>\$9,324</b>
<b>TOTAL FOR PHASE 1 - PRELIMINARY DESIGN INVESTIGATIONS</b>		<b>105</b>	<b>\$13,650</b>	<b>\$112</b>	<b>\$13,762</b>

<b>PHASE 2</b>	<b>ENGINEERING DESIGN</b>				
<b>TASK 1</b>	<b>ENGINEERING SERVICES</b>				
1.1	60% design Submittal	38	\$4,910	\$40	\$4,950
1.2	Pre-final plan submittal	21	\$2,711	\$40	\$2,751
1.3	Final plan submittal	11	\$1,431	\$200	\$1,631
1.4	Operation and Maintenance Manual	2	\$256		\$256
1.5	Permits**	6	\$688		\$688
1.6	Evaluation of Grant Funding	4	\$472		\$472
1.7	Bid Award and Assistance	6	\$950		\$950
<b>TOTAL FOR TASK 1 - ENGINEERING DESIGN</b>		<b>88</b>	<b>\$11,418</b>	<b>\$280</b>	<b>\$11,698</b>
<b>TASK 2</b>	<b>MEETINGS</b>				
2.1	Village Coordination Meetings	4	\$700		\$700
2.2	IDOT Coordination Meeting	4	\$512	\$19	\$531
2.3	Bid Opening	2	\$350	\$6	\$356
2.4	Presentation to Village Council	4	\$700	\$13	\$713
<b>TOTAL FOR TASK 2 - MEETINGS</b>		<b>14</b>	<b>\$2,262</b>	<b>\$39</b>	<b>\$2,301</b>
<b>TASK 3</b>	<b>PROJECT ADMINISTRATION</b>				
3.1	Project Administration	4	\$700		\$700
<b>TOTAL FOR TASK 3 - PROJECT ADMINISTRATION</b>		<b>4</b>	<b>\$700</b>	<b>\$0</b>	<b>\$700</b>
<b>TOTAL FOR PHASE 2 - ENGINEERING DESIGN</b>		<b>106</b>	<b>\$14,380</b>	<b>\$319</b>	<b>\$14,699</b>

<b>TOTAL FOR PHASE 1 AND PHASE 2 (DESIGN ENGINEERING SERVICES)</b>	<b>211</b>	<b>\$28,030</b>	<b>\$431</b>	<b>\$28,461</b>
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**TOTAL FEE FOR CONSTRUCTION ENGINEERING SERVICES**

<b>PHASE 3</b>	<b>CONSTRUCTION OBSERVATION AND CLOSEOUT</b>				
<b>TASK 1</b>	<b>CONSTRUCTION OBSERVATION AND CLOSEOUT</b>				
1.1	Project Startup	2	\$230	\$32	\$262
1.2	Shop Drawings Submittal Review	4	\$486		\$486
1.3	Construction Observation***	82	\$9,550	\$259	\$9,809
1.4	Project Closeout	4	\$460	\$32	\$492
<b>TOTAL FOR TASK 1 - CONSTRUCTION OBSERVATION AND CLOSEOUT</b>		<b>92</b>	<b>\$10,726</b>	<b>\$324</b>	<b>\$11,050</b>
<b>TOTAL FOR PHASE 3 - CONSTRUCTION OBSERVATION AND CLOSEOUT</b>		<b>92</b>	<b>\$10,726</b>	<b>\$324</b>	<b>\$11,050</b>

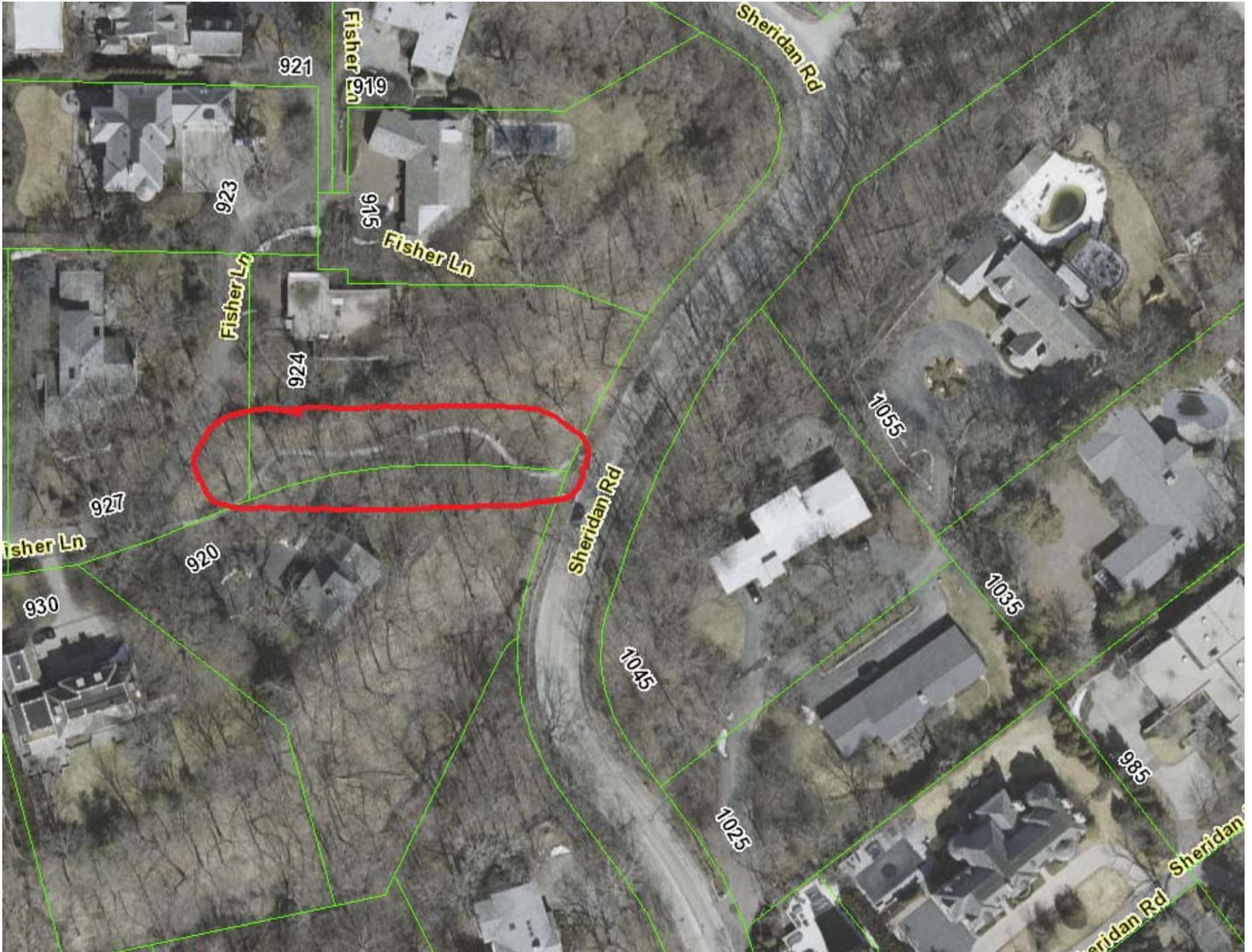
<b>TOTAL FOR PROJECT (PHASE 1, PHASE 2 AND PHASE 3)</b>	<b>303</b>	<b>\$38,756</b>	<b>\$755</b>	<b>\$39,511</b>
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\*Direct costs include mileage and printing costs

\*\*Permit application fees are not included and shall be paid by the Village

\*\*\*The man-hours required for construction observation are based on the assumption of anticipated project duration



**RESOLUTION NO. R-26-2016**

**THE VILLAGE COUNCIL OF WINNETKA, ILLINOIS**

**May 3, 2016**

**WHEREAS**, Stuart McCrary has faithfully served the Village of Winnetka as Village Trustee for four years, from 2012 to 2016, serving as President Pro Tem from 2015 to 2016; and

**WHEREAS**, during his tenure on the Village Council, he served as the Council's Representative to the Winnetka Historical Society, Regional Emergency Dispatch Center, Landmark Preservation Commission and Environmental & Forestry Commission; and

**WHEREAS**, Mr. McCrary supported efforts to reduce flooding in Winnetka, including adoption of a Stormwater Master Plan, construction of several major Stormwater Projects, implementation of a stormwater utility to fund stormwater improvements, and approving a contract with Strand Associates to identify alternative stormwater solutions for the southwestern portion of Winnetka, and

**WHEREAS**, as Village Trustee, Mr. McCrary advanced the Village's goal of improving stormwater quality by approving a sanitary sewer evaluation and enactment of a ban on the commercial application of coal tar-based pavement sealers in Winnetka; and

**WHEREAS**, he approved projects to enhance the business districts, passed regulatory and zoning amendments to support businesses and developers, and approved the development of a Downtown Master Plan; and

**WHEREAS**, Mr. McCrary assisted the Council in adopting a new, calendar-based fiscal year aligning the budget and tax levy processes, selection of an investment manager, and in approving an administrative hearing system that allows for fair and timely adjudication of certain civil code violations; and

**WHEREAS**, Mr. McCrary voted to approve the selection of a new Village Attorney after Winnetka's previous Village Attorney retired after 20 years of service; supported the Village's website redesign which significantly enhances the Village's communications procedures; and lent his expertise to the development of Winnetka's inaugural citizen survey; and

**WHEREAS**, by listening carefully to public input and thoughtfully considering the reports and studies prepared by advisory committees, consultants and Village staff, in addition to his commitment to transparent public process, and his prudent consideration of all matters of public policy brought before the Village Council, he enhanced the deliberations of the governing body.

**NOW THEREFORE, BE IT RESOLVED** that the Village Council, on behalf of the Village of Winnetka and Village staff, commends Stuart McCrary for his unselfish dedication and donation of time, effort, and expertise to serving our community and extends to him sincere appreciation for his contributions to this Village; and

**BE IT FURTHER RESOLVED** that Stuart McCrary transmits this Village greater and more beautiful than it was transmitted to him.

Attest:

\_\_\_\_\_  
Robert M. Bahan, Village Manager

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E. Gene Greable, Village President

**RESOLUTION NO. R-27-2016**

**THE VILLAGE COUNCIL OF WINNETKA, ILLINOIS**

**May 3, 2016**

**WHEREAS**, Marilyn Prodromos has faithfully served the Village of Winnetka as Village Trustee for two years, from 2014 to 2016; and

**WHEREAS**, during her tenure on the Village Council, she served as the Council's Representative to the Chamber of Commerce, Business Community Development Commission and as liaison to the Economic Development Program; and

**WHEREAS**, Ms. Prodromos supported efforts to reduce the risk of flooding in Winnetka, including construction of several major Stormwater Projects and approving a contract with Strand Associates to identify alternative stormwater solutions for the southwestern portion of Winnetka; and

**WHEREAS**, Ms. Prodromos furthered the Village's goal of reducing stormwater pollution by approving a sanitary sewer evaluation and enactment of a ban on the commercial application of coal tar-based pavement sealers in Winnetka; and

**WHEREAS**, as Village Trustee, she was instrumental in advocating for the business community by approving the streamlining of the Special Use process to encourage businesses, passing zoning amendments to promote development, approving infrastructure and beautification projects in the commercial districts, welcoming new businesses, and facilitating the development of a downtown master plan; and

**WHEREAS**, Ms. Prodromos assisted the Council with the annual budget process and selection of an Investment Manager to maintain the Village's fiscal excellence; and

**WHEREAS**, she assisted the Council in development of Winnetka's first citizen survey, the results of which guide policy in the Village now and into the future; and

**WHEREAS**, by listening carefully to public input and thoughtfully considering the reports and studies prepared by advisory committees, consultants and Village staff, in addition to her commitment to transparent public process, and her prudent consideration of all matters of public policy brought before the Village Council, she enhanced the deliberations of the governing body.

**NOW THEREFORE, BE IT RESOLVED** that the Village Council, on behalf of the Village of Winnetka and Village staff, commends Marilyn Prodromos for her unselfish dedication and donation of time, effort and expertise to serving our community and extends to her sincere appreciation for her contributions to this Village; and

**BE IT FURTHER RESOLVED** that Marilyn Prodromos transmits this Village greater and more beautiful than it was transmitted to her.

Attest:

\_\_\_\_\_  
Robert M. Bahan, Village Manager

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E. Gene Greable, Village President

**RESOLUTION NO. R-25-2016**

**THE VILLAGE COUNCIL OF WINNETKA, ILLINOIS**

**May 3, 2016**

**WHEREAS**, Carol Fessler has faithfully served the Village of Winnetka as Village Trustee for two years, from 2014 to 2016; and

**WHEREAS**, during her tenure on the Village Council, she was the Council's Alternate Representative to the Northwest Municipal Conference, and served as the Council's Plan Commission Representative and Outreach and Engagement Program Liaison; and

**WHEREAS**, Ms. Fessler supported efforts to reduce flooding in Winnetka, including construction of several major Stormwater Projects, and approving a contract with Strand Associates to conduct an extensive process of identifying alternative stormwater solutions for the southwestern portion of Winnetka; and

**WHEREAS**, as Village Trustee, she furthered the Village's goal of reducing stormwater pollution by approving a sanitary sewer evaluation and enactment of a ban on the commercial application of coal tar-based pavement sealers in Winnetka; and

**WHEREAS**, she advocated for more vital business districts and business-friendly regulations, including advocating for the engagement of Teska Associates to develop Winnetka's first Downtown Master Plan; and

**WHEREAS**, Ms. Fessler assisted the Council with the annual budget process and selection of an Investment Manager to maintain the Village's fiscal excellence; and

**WHEREAS**, she created the new role of Village Council Outreach and Engagement Liaison, and was instrumental in spearheading new public engagement efforts and guiding the Council during development of Winnetka's first citizen survey in 2014, the results of which will guide Village policy into the future; and

**WHEREAS**, Ms. Fessler donated generously of her time in a series of efforts to honor the 100<sup>th</sup> anniversary of Winnetka's Council-Manager form of government, including research on the history of Winnetka's government which resulted in a series of 25 articles published in the *Winnetka Current*, and coordination of a 4<sup>th</sup> of July celebration including a Founder's Day parade theme and a commemorative publication, *Founding Times*; and

**WHEREAS**, by listening carefully to public input and thoughtfully considering the reports and studies prepared by advisory committees, consultants and Village staff, in addition to her commitment to transparent public process, and her prudent deliberation of all matters of public policy brought before the Village Council, she enhanced the procedures of the governing body.

**NOW THEREFORE, BE IT RESOLVED** that the Village Council, on behalf of the Village of Winnetka and Village staff, commends Carol Fessler for her unselfish dedication and donation of time, effort, and expertise to serving our community and extends to her sincere appreciation for her contributions to this Village; and

**BE IT FURTHER RESOLVED** that Carol Fessler transmits this Village greater and more beautiful than it was transmitted to her.

Attest:

\_\_\_\_\_  
Robert M. Bahan, Village Manager

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E. Gene Greable, Village President