

Winnetka Village Council
REGULAR VIRTUAL MEETING

Zoom
December 15, 2020
7:00 PM

AGENDA

In accordance with social distancing requirements and Governor Pritzker’s Executive Orders 2020-43 and 2020-44, and Section 7(e) of the Illinois Open Meetings Act, the Winnetka Village Council meeting on Tuesday, December 15, 2020 will be held virtually. The meeting will be livestreamed via the Zoom platform. At least one representative from the Village will be present at Village Hall in compliance with Section 7(e) of the Illinois Open Meetings Act, and the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location. Pursuant to Executive Orders 2020-43 and 2020-44 issued by the Governor, the number of people who may gather at Village Hall for the meeting is limited due to the mandated social distancing guidelines. Accordingly, the opportunity to view the virtual meeting at Village Hall is available on a “first come, first-served” basis.

The public has two options for observing and participating in this virtual Village Council meeting including the ability to provide oral comments during the meeting. To facilitate an efficient meeting, public comments submitted in advance are encouraged.

- 1) Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID – 91212467484 (Please note there is no additional password or attendee ID required)
- 2) Livestream (both audio and video feed) Download the Zoom meetings app to your smartphone, tablet or computer and then join Meeting ID: 91212467484. Event Password: VC121520

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, December 15, 2020 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at the beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

- In the subject line – “Village Council Meeting Public Comment”
- Name
- Address (optional)
- Phone (optional)
- Organization or agency representing, if applicable
- General comment or comment on topic of specific agenda item number

All emails received will be acknowledged either during or after the meeting, depending on when they are received. If you do not have access to email, you may leave a message with your public comment at the Village Manager’s office at 847-716-3541 or mail to Village Clerk, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093.

Winnetka Village Council
REGULAR VIRTUAL MEETING
Village Hall
510 Green Bay Road
December 15, 2020
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) January 5, 2021 Regular Meeting
 - b) January 12, 2021 Study Session
 - c) January 19, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
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10) Old Business: None.	
11) New Business:	
12) Appointments	
13) Closed Session	
14) Adjournment	

NOTICE

All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village’s web site: <https://www.villageofwinnetka.org/AgendaCenter>.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3545; T.D.D. 847-501-6041.



Honoring Director of Public Works Steve Saunders upon his Retirement from the Village of Winnetka

WHEREAS, Steve Saunders began his career in the Village of Winnetka as a summer intern in 1985, formally joining the staff as a Junior Engineer in 1987, was promoted to Director of Public Works/Village Engineer in 1998 and has served the Village of Winnetka for 35 years; and

WHEREAS, Mr. Saunders effectively and efficiently led the Department of Public Works managing the Streets, Sanitary and Storm Sewer, Public Property and Facility, Forestry, Refuse Collection, Fleet Management functions for 22 years; and

WHEREAS, Mr. Saunders was the project manager for construction of the Public Works Yards administrative building, a project which was completed under budget and which was dedicated to employees in 2003; and

WHEREAS, Mr. Saunders participated in the Village Hall Interior Renovation project in 2011 and 2012, providing critical preservation efforts and necessary upgrades to our historical building; and

WHEREAS, Mr. Saunders was recognized as the Winnetka Village Employee of the Year by the Winnetka Northfield Chamber of Commerce in 2012 for demonstrating professionalism, competence and expertise and devoting his entire career to the Village; and

WHEREAS, Mr. Saunders played a key role in the creation of the Village’s Stormwater Master Plan in 2014; and

WHEREAS, Mr. Saunders facilitated improvements in the early stages of Winnetka’s stormwater improvements efforts, including the construction of four pump stations, improvements at Tower Road and Sheridan Road; and

WHEREAS, Mr. Saunders was instrumental in laying the groundwork for stormwater relief in west Winnetka, helping the Village secure intergovernmental agreements with Winnetka Public Schools District 36, New Trier High School, and the Winnetka Park District, and working to secure permits from the Army Corps of Engineers and the Cook County Forest Preserve; and

WHEREAS, Mr. Saunders oversaw the design and construction of Winnetka’s Downtown Streetscape project; and

WHEREAS, Mr. Saunders retired from his role as Director of Public Works on December 31, 2020; and

NOW THEREFORE, the Council of the Village of Winnetka honors Steve Saunders for his contributions to the well-being of the Village of Winnetka, and thanks him for his tireless work to serve our community, beautify our Village, and improve services provided to our residents.

Christopher Rintz, President
Village of Winnetka

Robert Bahan, Village Manager
Village of Winnetka

Dated: _____

**MINUTES
WINNETKA VILLAGE COUNCIL
SPECIAL MEETING
November 19, 2020**

(Approved: xx)

A record of a legally convened special meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Thursday, November 19, 2020 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Water & Electric Director Brian Keys, Assistant Director of Water & Electric Giovanni McLean; Finance Director Tim Sloth, Assistant Finance Director Tony Vazquez, and no persons in the audience.
- 2) Public Comment. None.
- 3) Budget Review Topic:
 - a) Finance Department. Mr. Vazquez explained that responsibilities of the Finance Department include providing customer service to residents and financial direction to Village departments; securing the IT network; and maintaining the financial health of the Village. Accomplishments in 2020 include: i) a bond refinancing that saved the Village \$7,126,852 in interest payments; ii) maintaining Winnetka's Aaa rating from Moody's; iii) receiving a Distinguished Budget Presentation award and a Certificate of Achievement for excellence in financial reporting from the Government Finance Officers Association; iv) completing the 2019 Audit and receiving the highest opinion from the auditor; v) tracking Covid-19 costs and submitting applications for reimbursement grants; vi) enhancing cybersecurity measures; vii) developing stormwater financing plans; and viii) switching the Village's insurance program to reduce risk exposure and significantly lower the deductible.

Mr. Vazquez said objectives for 2021 include the regular work of safeguarding the Village's finances and providing up to date cybersecurity; continuing stormwater finance planning; and conducting an analysis of the utility funds to identify sustained funding for long-term infrastructure needs.

There was a discussion of contingency funding, which was used in 2020 to pay for extra expenses incurred by the Covid-19 sales tax rebate program to local businesses.

Mr. Sloth explained that the contingency funding was reduced in recent years; however, due to the uncertainty created by the pandemic, it was deemed prudent to increase it for 2021 in the event the sales tax rebate program is extended. Manager Bahan noted that once the Village has all the applications for the program in hand, the Council will be apprised of any adjustments that might be prudent for the contingency fund in 2021. Also discussed: reimbursement funding from FEMA for Covid-19 expenses.

- b) Public Affairs/Village Manager's Office. Ms. Kazenas explained that the Public Affairs budget is responsible for Village-wide support and Council initiatives; and the Manager's Office budget provides for the operations and staffing of the department. In 2020, accomplishments for the Manager's Office included: i) managing Winnetka's Covid-19 response; ii) supporting other departments with planning/implementation of Phase II Streetscape; iii) launching the new Village website; iv) rebranding communications vehicles; v) expanding the Village's social media presence; vi) conducting remote entry level and promotional testing for the public safety departments; and vi) providing significant support to local businesses to help them better cope with the pandemic emergency orders.

Goals for 2021 include: i) continued ombudsman role for the local business community; ii) improve crisis communications and social media engagement; iii) facilitate redevelopment of 93 Green Bay Road; iv) continued management of human resources programs; and v) continuation and expansion of communications initiatives.

- c) Water & Electric Department - Electric Fund. Mr. Keys explained that the Electric Fund provides for the service of electricity to the Winnetka community, including the maintenance of the electric infrastructure to meet demand reliably and without interruption. Revenues are provided solely from electric sales. Accomplishments for 2020 included: i) ongoing preventative maintenance on the distribution system; ii) installation of electric connections; iii) replacing certain aging underground cable; iv) generating power over the summer for IMEA; and v) responding to calls for service. Goals for 2021 are: i) continue to install new service connections for customers; ii) expand the Northfield Substation; iii) perform ongoing maintenance of the distribution system, and iv) continue to maintain and improve the Electric Plant.

Mr. Keys noted that the 2021 Budget continues to fund ongoing replacement of aging cable; equipment for new service installations; Northfield Substation improvements; and a range of preventative maintenance programs.

Electric sales are trending approximately 2% below projections, due to the Covid-19 pandemic; however, the hot summer helped to close the gap from a sluggish spring. The 2021 Budget projects sales of 123 million KWh. The cost to purchase power will increase by approximately 1.5% due largely to increased transmission costs. The ComEd interconnection project and a switchgear contract for the Northfield Substation, which are approved capital projects budgeted in 2020, will be paid out of the 2021 Budget.

Mr. Keys explained that 2021 is the final year of the rate changes recommended in the 2016-17 Electric Rate Study, with an average rate adjustment in 2021 of 2.48% and a bandwidth adjustment of 1.4% - 3%. A typical Winnetka resident will pay an additional \$45.70 next year under the proposed rate increase. Mr. Keys reviewed the items contained in the operating expenses for next year, explaining that most of these expenses relate to maintenance and upkeep of the Electric Plant. The Plant functions as a backup for Winnetka customers, as well as an income source due to its generating capacity, and it is still in the Village's interest to keep the facility. The biggest expenditures next year will be incurred as part of the Northfield Substation expansion.

After discussing Winnetka's rates compared to ComEd's, the Council agreed that having the electric utility is in the best interests of the Village, as it provides reliable service and contributes significant funds to the General Fund. However, as the steam generator equipment ages beyond repair in the years to come, the benefits of keeping steam generation capacity will start to diminish. Staff and Council will need to bear this in mind when planning for the five-year Capital Plan and beyond.

- d) Water & Electric Department – Water Fund. Mr. Keys explained that the Water Department supplies water for the Winnetka community, and sells water to Northfield residents and several unincorporated areas. This is another enterprise fund, similar to the Electric Fund, and as such revenue comes from the sale of water vs from the General Fund. Most planned projects for 2020 were accomplished despite challenges posed by the Covid-19 pandemic; however, some water main replacement work was deferred. Goals for 2021 include the performance of ongoing preventative maintenance and improvements to the distribution system and Water Plant, and installation of new service connections. Water sales in 2020 were below projections by approximately 7 million cubic feet and this data was used to develop the 2021 forecast. A major challenge to the Water Fund is posed by the increasing use of water conservation practices by the community, which reduces overall sales.

Mr. Keys noted that the water main replacement program is meeting the objectives of the 2016-17 Water Main Replacement Study. The Water Fund is steadily repaying a \$1 million loan from the General Fund to jumpstart the program; and the rate of main replacements is very nearly on target with specified goals. Water rates for 2021 are consistent with the aims of the Water Main Replacement Study; and a typical resident will pay an additional \$65.64 next year. A comparison of other local water rates shows that Winnetka's water rates remain competitive with neighboring communities. The Water Department will continue with distribution system maintenance/repair programs in 2021, as well as expenses required to maintain the Water Plant.

Mr. Keys reviewed the 2021 Capital Plan, which includes improvements at the Water Plant, water service transfers, water main replacements which were deferred in 2020, and engineering studies for a proposed reconfiguration of the distribution system at Willow and Green Bay Roads.

President Rintz asked for details on the Willow Road project. Mr. Keys explained that one of the two water mains that cross the railroad at Willow Road has a leak and was taken out of service. The Union Pacific Railroad will not approve lining that main, installed in the 1940's, since it is too shallow and not enclosed in casing. Therefore, the Village is exploring the possibility to either replace the main through a boring project or abandon that crossing. Mr. Keys said he is reluctant to abandon the main without detailed analysis and consideration, which will need an extended timeframe. In the meantime, he is proposing to reconnect a main on the west side of the railroad track to make the remaining system more effective, specifically regaining some hydrant flows that have been lost. The engineering work will allow a more thorough consideration of whether to abandon the main and do the reconfiguring work; or to bore a new main under the tracks.

After a brief discussion, there was agreement that goals for 2021 are in line with the best interests of the Village.

- 4) Adjournment. Trustee Cripe, seconded by Trustee Apatoff, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. The meeting adjourned at 8:56 PM.

Recording Secretary

DRAFT

**MINUTES
WINNETKA VILLAGE COUNCIL
SPECIAL MEETING
November 23, 2020**

(Approved: xx)

A record of a legally convened special meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Monday, November 23, 2020 at 7:00 PM.

1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Manager Bahan called the roll. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: Trustee Robert Apatoff. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorneys Peter Friedman and Ben Schuster, Public Works Director Steve Saunders, Finance Director Tim Sloth, Mike Waldron of Strand Associates, and approximately five persons in the audience.

2) Pledge of Allegiance. Trustee Cripe led the group in the Pledge of Allegiance.

3) Public Comment.

Ms. Kazenas read email comments from Betsy Hosa Harootyan and Charlotte Winters complaining of Winnetka youth who are littering Moffat Mall, verbally abusing passersby, loitering in the area, and entering nearby stores without wearing masks.

Ms. Kazenas explained that the foregoing emails were shared with the Police Chief, and he has ordered the police presence to be stepped up in the area.

President Rintz said enforcement would be enhanced if the Police Chief were to have his officers get out of their vehicles and walk a beat in the area. Several Trustees agreed, and it was suggested that signs be placed in Dwyer Park and Moffat Mall reminding the community to wear masks when out in public.

Next, Ms. Kazenas invited members of the public in attendance to comment.

Carol Beach, Winnetka resident. Ms. Beach urged the Council to approve the financial plan for the stormwater project and asked the Council to continue with flood reduction efforts.

Cass Baker, DeWindt Road. Mr. Baker also commented in favor of the stormwater financing plan.

4) Village President Executes a Declaration of Emergency: President Rintz explained that since Covid-19 cases are rapidly increasing, Village Staff recommends enactment of a new Emergency Declaration relating to emergency purchasing and staffing needs.

[Trustee Apatoff joined the meeting at 7:11 PM.]

Manager Bahan said the Declaration is primarily needed for any staffing needs that may arise in the next few weeks. Attorney Friedman noted that this Declaration is identical to the prior Emergency Declaration that was enacted in the spring; and given the spike in Covid-19 cases it is prudent to give the emergency authorization for purchasing and staffing needs that may arise. Immediately after President Rintz signs the Declaration, the Council is advised to extend the duration until after the January 5, 2021 Council meeting.

The Council concurred with the recommendation to enact and extend the Emergency Declaration.

President Rintz signed the Declaration of Emergency.

5) Motion to Extend the Declaration of Emergency.

There being no public comment, Trustee Lanphier, seconded by Trustee Dearborn, moved that the duration of the Declaration of Emergency executed by the Village President on this date, and orders in furtherance of that declaration, shall be extended until the January 21, 2021 Regular Council meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier and Swierk. Nays: None. Absent: None.

[Attorney Friedman left the meeting at 7:17 PM]

6) Stormwater Program Financing Discussion. President Rintz explained that this evening's discussion is the culmination of work from a top-notch project team over the past five years and he commended all the parties for their time and effort. He gave a history of flooding in Winnetka, which was recognized as a major problem as early as 1915. In 2011, a profound flood – while not an isolated incident – was of such a magnitude that the water took days to recede, affected many residents, and galvanized the Village Council to seek meaningful flood relief solutions. Mr. Saunders explained at that time that the Village needed to vigorously pursue open space for stormwater detention, noting that a pipe is not the solution. Since no other agencies who owned parcels of land in Winnetka showed interest in cooperating with the Village on detention projects, the Village Council at that time pursued a stormwater tunnel under Willow Road. This proposal ultimately failed, as it was socially, politically, and financially impossible to move forward; key aspects of the project were poorly vetted and four years were lost pursuing the tunnel.

In 2015, a new Village Council commissioned Strand Associates to develop a framework for significant flood relief in Southwest Winnetka, and in early 2016 Strand presented the Stormwater Vision projects to the community. Stormwater detention projects were recommended at the Forest Preserves, Duke Childs Field, Skokie Playfield, and Crow Island. The \$60 million cost estimates met with acceptance from the community, and the Council began its pursuit to realize the Stormwater Vision. Negotiations with the Forest Preserve, New Trier High School, Park District and District 36 took place over the next several years; cost estimates were updated along the way to keep the funding and design in balance. In addition, assistance from the private sector was sought to confirm cost estimates, which resulted in more realistic cost projections. The result is a \$75.7 million stormwater detention project package – including approximately \$8 million that will directly benefit the Village's intergovernmental stormwater partners as well as the Winnetka community.

Mr. Saunders provided additional details on the current cost estimate for each portion of the Stormwater Vision project, explaining that the recommended project cost estimate of \$75.7 million was reached by updating the 2015 preliminary cost estimates to reflect pricing for 2020, including generous contingencies, and taking into account negotiations with the schools and parks which resulted in additional underground detention requirements.

Next he reviewed a construction cost escalation chart, since construction costs trend ever upward, and outlined the program under discussion, which includes:

- Detention projects at the Forest Preserves, Duke Childs Field, Skokie Playfield and golf course
- Conveyance pipes under Hibbard Road and the “Tree Streets”
- South of Willow Road projects
- Upstream conveyance
- Stormwater best practices projects to provide water quality benefits and limited detention

Manager Bahan reviewed the recommended funding sources to undertake the stormwater projects:

- State Capital Bill funding.....\$28,000,000
- General Fund transfers15,000,000
- Stormwater Fund.....15,617,828
- Debt capacity from Bond refunding initiative7,500,000
- MWRD grants500,000
- Build Illinois funds803,172
- MFT funds2,800,000
- Unidentified5,500,000

The Stormwater Fund includes proceeds from Bond sales, stormwater utility fees, and General Fund transfers. The Village has also been setting aside money in the General Fund to pay for long-term infrastructure projects for an \$11 million allocation, and another \$4 million in General Fund Operating funds were identified due to pension savings from the recent pension consolidation. Village staff also identified \$2.8 million in qualified funding in the MFT Fund; all of these provide the Village \$29.4 million cash on hand to begin the projects. The State Capital Bill includes appropriations that were secured with the help of Rep. Robyn Gabel and prioritization is being requested for payment of the funds to the Village. The remaining sources include grants from other government agencies and new debt capacity created from refunding the 2013 Stormwater Bonds. For the remaining \$5.5 million in unidentified funding, the Village will vigorously pursue permit fee reductions with the Army Corps of Engineers, disaster mitigation grants from FEMA, additional MWRD grants, Federal infrastructure funds, future State Capital Bills, and other grant opportunities that have yet to be identified.

Mr. Sloth reviewed the Five-Year stormwater financial plan, from 2021-2025 detailing when each funding source will be disbursed to the Village and ending with \$5.5 million unidentified funding in 2025. Next, he reviewed the project timeline for 2021-2025, which specifies the anticipated cash flow while the projects are ongoing. Once the Stormwater Vision projects are completed, the Stormwater Fund is expected to be flat from 2026 through 2030; operating expenses are projected to decrease 3% - 3.5% in 2026 and 1% each year thereafter; and lower operation and maintenance costs will be incurred. The Village expects to manage Stormwater finances after the Five-Year plan through capturing Annual Net Operating Income and additional community buildout ERU’s from the Stormwater Utility;

phaseout of the Stormwater Project Manager position; potential General Fund transfers; and pursuing possible grants or other intergovernmental revenue sources.

President Rintz said he would like to first hear the Council's questions, and then public comment and questions, followed by Council deliberations on the funding plan.

Trustee Lanphier asked whether there are backup plans in the event a funding source falls through or other cash flow problems arise, and also asked for details on how the best practices projects will help clean the runoff, and future unanticipated stormwater projects. Mr. Saunders explained how capturing the "first flush" of stormwater will be aided by underground storage and distributed green infrastructure projects. He noted that flexibility is built into the Capital Plan for projects in the Mitigation Zone, which is comprised of isolated areas that will require additional mitigation, and other small areas that could benefit from smaller, targeted projects. There is also funding for an examination of areas outside the watershed to identify other potential stormwater mitigations. Manager Bahan noted that the State is proceeding with the disbursement of grant funds and the Capital Bill funds are expected to be paid out as anticipated. If there is a delay in funding, there are short-term financing tools available to the Village to bridge a gap; in addition, grant funds will be vigorously pursued in the long term.

Trustee Swierk asked about certain highlighted cells on the financing spreadsheet; and how construction cost escalation is taken into account in the Five Year Plan. Mr. Saunders explained that the highlighted cost estimates have been vetted by a contractor, and he added that all cost estimates are in 2020 dollars.

Trustee Dearborn said the financing plan looks very good and if it comes together as presented it will be a big bonus for the Village. He asked several detailed questions including when the various funding sources might be disbursed – especially the Illinois Capital Bill funding. Manager Bahan explained that the State operates on a July 1 Fiscal Year, and he expects to receive the Capital Bill funding in the second or third quarter of 2021. Attorney Friedman explained that the Capital Bill legislation has been passed, and it is not an easy feat for the State to renege on the funding at this point. Next, Mr. Saunders explained how the budgeting process for contingencies works, noting that the system protects against unanticipated cost increases and cost escalation. Trustee Dearborn suggested developing a long-term pro forma for the Stormwater Fund through the bond maturity dates.

Trustee Apatoff expressed support for the Stormwater Vision projects and asked about contingency sequencing in the event that 100% of the projects cannot be completed, and whether costs can be locked in during the bidding process to alleviate cost escalation problems. Mr. Saunders explained that there is very little benefit for areas south of Willow Road unless all of the storage and conveyance is built; and choices are being refined by Strand Associates to ensure the most flood relief success. The bidding costs are being controlled by phasing the engineering projects and bidding out smaller segments of the contract over time vs. a single five-year construction contract.

Trustee Coladarci asked if there is a realistic expectation that the State might not be able to follow through with designated funding of the Capital Bill. Manager Bahan explained that the Capital Bill legislation has been signed into law with identified funding sources, so although there could be funding delays, it is unlikely that the earmarked revenues will not be disbursed. The Village will continue to work with legislators to ensure Winnetka will

receive its funds; he added that in his experience with Capital Bill funding, he has never seen the State not deliver on the funds. President Rintz noted that the Stormwater Vision projects have never predicated on the notion that \$28 million in grant funding must be received from the State, and in the unlikely event there is a hitch in the Capital Bill funding or other grant monies, the Village will pay for the projects nonetheless through other funding sources. All additional grant opportunities will also be pursued over the next five years.

The Council unanimously commended the stormwater negotiating team, Village staff, and Strand Associates for their hard work in developing an outstanding suite of stormwater projects and a thorough funding schedule.

President Rintz called for public comment.

Carol Beach Winnetka resident. Ms. Beach commended the Village and expressed support for the Stormwater Vision projects.

Mike Hale, Winnetka resident. Mr. Hale commended the Council for its respect of residents that will be impacted by the construction work and he asked when and how the impacted residents will have a construction schedule. Mr. Saunders explained the first projects will be in the Forest Preserves, golf course and Duke Childs Field, and will have minimal impact to surrounding residents. Once engineering contracts are awarded for Crow Island, public outreach will take place to work through the construction plans with residents before the construction schedules are finalized. All of the south of Willow storage and conveyance projects are in the 2023-24 timeframe.

Chuck Dowding, Winnetka resident and Chair of the EFC. Mr. Dowding asked how many permits are required and their cost; and what the annual engineering costs would be and if any are not construction related. President Rintz explained that discussions are planned with the Army Corps of Engineers to propose a reduction in permit fees. Mr. Saunders said permits are required from the Forest Preserves, Army Corps of Engineers, MWRD, and North Branch Water and Soil Conservation District. The permit fees are built into the program budget; funds are also included for design and construction engineering costs.

President Rintz polled the Council on its approval for the Five-Year Stormwater Financial Plan. There was unanimous support for the budget and to move the Stormwater Vision projects forward.

President Rintz noted that there is nothing exceptional about the components of the overall projects; however, the Council can expect to adapt to changes as the projects move forward. He explained that the stormwater team will be watching carefully to make sure the budget aligns as construction begins. He said he understands the concerns of Council and the community and will keep them in mind as the Vision projects move forward.

- 7) Adjournment. Trustee Dearborn, seconded by Trustee Cripe, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. The meeting adjourned at 9:28 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated November 26 - December 10, 2020

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 12/15/2020

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 November 26 - December 10, 2020 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated November 26 - December 10, 2020.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. M-21-2020 Restaurant Relief Grant Program (Introduction/Adoption)

Presenter: Kristin N. Kazenas, Assistant Village Manager

Agenda Date: 12/15/2020

Consent: YES NO

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

Item History:

At the December 8, 2020 study session, the Council reviewed the results of the Sales Tax Rebate Economic Relief program. This program offered a fixed rebate based upon total 2019 sales for qualifying businesses; the program budget was \$375,000. Total rebates of \$297,500 were issued to 76 businesses, resulting in unexpended funds of \$77,500. At the study session, Council also discussed using the remaining funding to support a restaurant relief grant program.

Executive Summary:

The Restaurant Relief Grant program provides additional financial support for local restaurants in the form of a cash grant using the \$77,500 remaining allocation from the Sales Tax Rebate Economic Relief Program supplemented by \$22,500 in available funding from the Economic Development operating budget.

This grant program would provide \$4,000 for each of the 25 qualifying restaurants. Large franchise, multi-location chains are excluded. New restaurants that opened in 2020 will qualify for participation in the grant program. There is no application required to participate; newly opened restaurants need only provide a W-9 form.

With the option to waive introduction, Council approval of the Restaurant Relief Grant Program Ordinance would authorize the grants to be issued before the end of the 2020 fiscal year. The grant checks would be hand-delivered by Village staff, providing timely financial support to our struggling local restaurants.

Recommendation:

Consider Waiving Introduction and Adopting Ordinance No. M-21-2020 Authorizing the Winnetka Restaurant Relief Grant Program.

Attachments:

Ordinance No. M-21-2020

**AN ORDINANCE AUTHORIZING THE WINNETKA
RESTAURANT RELIEF GRANT PROGRAM**

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

WHEREAS, on March 10, 2020, J.B. Pritzker, Governor of the State of Illinois, issued a disaster proclamation as a result of the spread of the COVID-19 virus, which disaster proclamation the Governor was last re-issued on November 13, 2020, and remains in effect ("**Disaster Proclamation**"); and

WHEREAS, pursuant to his authority granted in the Illinois Emergency Management Agency Act, 20 ILCS 3305/1 *et seq.* and the Disaster Proclamation, the Governor issued Executive Orders, which are intended to avoid the risks of the spread of the COVID-19 virus (collectively, "**Executive Orders**"); and

WHEREAS, as a result of the COVID-19 pandemic and the Executive Orders, Village restaurants have suffered a significant loss of business, which threatens the viability of these restaurants and the Village's business districts; and

WHEREAS, it is of vital interest and import to the Village that it maintain a vibrant restaurant community to serve Village residents; and

WHEREAS, pursuant to the Village's home rule powers and Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Village may expend funds for economic development purposes and provide various types of funding to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village; and

WHEREAS, the Village Council has determined that is in the best interests of the public health, safety, and welfare to support the survival and economic recovery of Village restaurants from the COVID-19 pandemic through a restaurant relief grant program, as set forth in this Ordinance; and

WHEREAS, the Village Council has determined that adoption of this Ordinance is in the best interests of the Village;

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

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

SECTION 2: ADOPTION OF THE RESTAURANT RELIEF GRANT PROGRAM.
The Village Council hereby approves and adopts the Winnetka Restaurant Relief Grant Program in {00117879.1}

accordance with, and as set forth in **Exhibit A** attached hereto and incorporated herein (“**Grant Program**”).

SECTION 3: APPROVAL OF GRANTS AND POLICES AND PROCEDURES. The Village Manager or his designee is hereby authorized and directed to, in accordance and consistent with the guidelines for the Grant Program set forth in Exhibit A: (i) establish administrative policies and procedures for the management of the Grant Program; and (ii) award grants in the amount of \$4,000 to each restaurant in the Village that qualifies for the Grant Program.

SECTION 4: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2020.

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 _____,
2020.

Introduced: _____, 2020

Passed and Approved: _____, 2020

{00117879.1}

EXHIBIT A

WINNETKA RESTAURANT RELIEF GRANT PROGRAM

The Village of Winnetka acknowledges the financial hardship on the Village's restaurant community as a result of the COVID-19 pandemic, and therefore, the Village has established the Winnetka Restaurant Relief Grant Program, which is a grant program to provide funds to Winnetka restaurants that have and are suffering economic hardships during the COVID-19 Pandemic ("Grant Program"). The Grant Program will distribute a \$4,000 grant ("Grant") to each eligible local restaurant to supply restaurants with immediate cash for short-term financial operational needs such as payroll, payment to suppliers, payment to service providers, or payment of rent and utilities.

Eligible Businesses to Receive a Grant

To be considered an eligible business to receive a Grant, Restaurants must meet the following requirements:

1. The restaurant must have a physical location in the Village of Winnetka at the time the Grant Program is created;
2. The restaurant must not have permanently ceased operations as of the date the funds are dispersed;
3. The restaurant shall not be part of a chain consisting of more than 4 units nationwide;
4. The restaurant shall not be part of a franchise system; and
5. The restaurant shall not be within or run by a private club and must be open to the general public; and
6. The restaurant shall not be operated by a local government unit or school district; and
7. The restaurant shall properly complete and submit an IRS Form W-9 - Request for Taxpayer Identification and Certification.



Agenda Item Executive Summary

Title: Resolution No. R-76-2020 Approving the Purchase of a Fire Department Utility Vehicle (Adoption)

Presenter: Alan Berkowsky, Fire Chief

Agenda Date: 12/15/2020

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

Consent: YES NO

Item History:

The Fire Department utility vehicle is a 2007 Ford pickup truck which has only 32,000 miles, but spends many hours idling at emergency scenes and during hydrant testing, training, etc. When converting run time hours into mileage at the fleet services recommended ratio of 30:1, the vehicle has the equivalent of 120,000 miles on the drive train. The vehicle has recently been problematic and unreliable with starting, electrical, and suspension issues; the body of the truck is also showing areas of corrosion.

Executive Summary:

The Department is requesting to purchase a 2021 Chevrolet Silverado to replace the current utility truck. Beyond standard features, the Silverado will include safety features such as front collision alert and rear brake assist. The truck will also include a snow plow to assist in clearing the Fire Department aprons and Public Safety parking lots. It will also be used for special teams emergency responses, clearing paths during heavy snow events, hydrant flow testing, transporting building supplies, and hauling contaminated fire hose and equipment back to the station from structure fires. The life expectancy of the 2021 Chevy Silverado is 10-15 years based on normal wear and tear.

Funding in the amount of \$60,000 is included in the 2021 Budget and Capital Improvement Plan for replacement of this vehicle. Beyond the initial truck purchase, the remaining budgeted funds will be used to install the following required items:

- Radios and knox box system (\$6,000)
- Emergency lights (\$6,500)
- Bed liner and cap (\$2,500)
- Department decals and striping (\$1,500)

Currie Motors is the chosen vendor for this purchase from the Northwest Municipal Conference Suburban Purchasing Cooperative Contract #186 and the Silverado will cost \$36,986.00.

The current utility truck will be disposed of at an upcoming municipal auction once the new vehicle is placed in to service.

Recommendation:

Consider adoption of Resolution No. R-76-2020 approving the purchase of a 2021 Chevrolet Silverado in the amount of \$36,986.00 with Currie Motors under the Northwest Municipal Conference Suburban Purchasing Cooperative Contract #186.

Attachments:

- 1) Resolution No. R-76-2020
- 2) Currie Motors Quote

RESOLUTION NO. R-76-2020

**A RESOLUTION APPROVING THE PURCHASE
OF A FIRE DEPARTMENT VEHICLE**

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

WHEREAS, the Village of Winnetka ("**Village**") is a member of the Northwest Municipal Conference ("**NWMC**"), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the Village participates in the NWMC Suburban Purchasing Cooperative ("**SPC**"), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the Village; and

WHEREAS, the Village Fire Department ("**Department**") has identified the need to purchase a 2021 Chevrolet Silverado 1500 Work Truck ("**New Vehicle**"); and

WHEREAS, the SPC sought bids for the award of a contract for the purchase of the New Vehicle ("**Purchase Contract**"); and

WHEREAS, the SPC identified Currie Motors, of Frankfort, Illinois ("**Vendor**"), as the low responsible bidder for the Purchase Contract with a purchase price of \$36,986.00; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase a New Vehicle from Vendor, in the amount of \$36,986, in accordance with the SPC and the Purchase Contract;

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

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

SECTION 2. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the New Vehicle from Vendor, in the total amount of \$36,986.00, in accordance with the SPC and the Purchase Contract.

SECTION 3. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the New Vehicle from Vendor in an amount not to exceed \$36,986.00.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 15th day of December, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

Attachment 2



**2021 Chevrolet Silverado
Regular Cab 1500 Work
Truck
Contract #186**



Currie Motors Chevrolet

"Nice People to Do Business With"

Your Full-Line Municipal Dealer

Production Start 09/14/2020

Contract # 186



**Currie Motors Chevrolet
SPC Contract Winner
2021 Chevrolet Silverado
Regular Cab 1500
Work Truck
Contract #186**

Standard Package: \$23,993.00

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Powertrain

Windows, power front and rear with driver express up and down and express down on all other windows

Active Aero Shutters, front BWN

CornerStep, rear bumper

Bumpers, front, Black

Bumpers, rear, Black

Capless Fuel Fill

Daytime Running Lamps, with automatic exterior lamp control

Door handles, Black

Headlamps, high intensity discharge (HID) projector-beam with LED signature DRL

Lamps, cargo area, cab mounted with switch on center switch bank

Mirrors, outside manual, Black

Pickup box

Recovery hooks, front, frame-mounted, black Standard with 4WD models. Available with 2WD models.

Tailgate and bed rail protection cap, top

Tailgate, EZ-Lift and Lower

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Tires, P255/70R17 all-season, blackwall

Wheel, full-size spare, 17" (43.2 cm) steel

Alternator, 150 amps

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr., maintenance-free with rundown protection and retained accessory power

Brakes, 4-wheel disc with DURALIFE rotors, 4-wheel antilock



Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Differential, heavy-duty locking rear

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm; more than 300 lb-ft of torque from 2000 to 5600 rpm)

Exhaust, aluminized stainless-steel muffler and tailpipe

Frame, fully-boxed, hydroformed front section

Rear axle, 3.42 ratio

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Z82 Trailering Package, includes trailer hitch, 7-pin and 4 pin connectors

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and

Powertrain Grade Braking

Airbags, dual-stage frontal and side-impact, driver and front passenger and roof-rail and seat-mounted side-impact, front and rear outboard seating positions with Passenger Sensing System

Air conditioning, single-zone

Assist handle, front passenger on A-pillar

Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones.

6-speaker audio system

Bluetooth for phone, personal cell phone connectivity to vehicle audio system

Cruise control, electronic with set and resume speed, steering wheel-mounted

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Door locks, power

Tailgate, locking, utilizes same key as ignition and door - not available with (AQQ) Remote Keyless Entry.

Rear Vision Camera

Teen Driver, configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)



Model-Options

<input type="checkbox"/>	Regular Cab 4x4 8 Foot Bed Length	\$28,293.00
<input type="checkbox"/>	Double Cab 4x2 6.5 Foot Bed Length	\$26,025.00
<input checked="" type="checkbox"/>	Double Cab 4x4 6.5 Foot Bed Length	\$28,240.00
<input type="checkbox"/>	Crew Cab 4x2 5.75 Foot Bed Length	\$28,151.00
<input type="checkbox"/>	Crew Cab 4x4 5.75 Foot Bed Length	\$30,366.00
<input type="checkbox"/>	Crew Cab 4x2 6.5 Foot Bed Length	\$28,428.00
<input type="checkbox"/>	Crew Cab 4x4 6.5 Foot Bed Length	\$30,643.00

Options – Mechanical

<input type="checkbox"/>	4.3L V-6 Eco Tech	-1000.00
<input type="checkbox"/>	Engine Block Heater	91.00
<input checked="" type="checkbox"/>	Under Body Shield, transfer case protection	136.00
<input checked="" type="checkbox"/>	Trailer Brake Controller	250.00
<input checked="" type="checkbox"/>	Two-Speed Transfer Case-requires 4x4 Models	136.00
<input checked="" type="checkbox"/>	Snow Plow Prep Package-requires 4x4 Models	364.00
<input checked="" type="checkbox"/>	Two Additional Keys-unprogrammed	250.00
<input checked="" type="checkbox"/>	Rear Parking Assist	268.00
<input type="checkbox"/>		

Options – Exterior

<input type="checkbox"/>	Deep Tinted Glass	182.00
<input checked="" type="checkbox"/>	Back-Up Alarm	68.00
<input type="checkbox"/>	Drop In Bed liner	395.00
<input type="checkbox"/>	Wheel Locks	68.00
<input checked="" type="checkbox"/>	Molded Splash Guards	163.00
<input type="checkbox"/>	Assist steps-6" Chrome	Regular Cab 568.00
<input checked="" type="checkbox"/>		Double/Crew Cab 659.00
<input type="checkbox"/>	Carpeted floor covering	172.00
<input type="checkbox"/>	Bed liner, Spray-on Black non skid	450.00
<input checked="" type="checkbox"/>	Rust-proofing (does not include undercoating)	349.00

<input checked="" type="checkbox"/>	Safety Confidence Package-Includes Forward Collision Alert Automatic Emergency Braking, Front Pedestrian Braking, Steering Wheel Audio Controls and Driver Information Center	559.00
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Options – Interior

<input type="checkbox"/>	Special Service Package(Crew Cab Only)	500.00
<input type="checkbox"/>	OnStar/Chevrolet connected services capable	159.00
<input checked="" type="checkbox"/>	Floor covering-color keyed	91.00
<input checked="" type="checkbox"/>	Weather Tech Front Row Liners	150.00

Options – Additional

<input type="checkbox"/>	8' Steel Service Body-White finish	6,133.00
<input checked="" type="checkbox"/>	7'-6" Western Snow	5,291.00
<input type="checkbox"/>	7'-6" Boss Snow Plow	5,291.00
<input type="checkbox"/>	4-Corner LED Amber Strobes	895.00
<input checked="" type="checkbox"/>	Remote vehicle start	450.00
<input checked="" type="checkbox"/>	Delivery >50 Miles	195.00
<input checked="" type="checkbox"/>	Manufacturers Certificate of Origin	N/C
<input checked="" type="checkbox"/>	Municipal Plates M <u>X</u> MP _____	203.00

Exterior Colors

<input type="checkbox"/>	North Sky Blue	N/C
<input type="checkbox"/>	Oxford Brown Metallic-N/A on Regular Cab	N/C
<input checked="" type="checkbox"/>	Red Hot	N/C
<input type="checkbox"/>	Silver Ice Metallic	N/C
<input type="checkbox"/>	Summit White	N/C
<input type="checkbox"/>	Black	N/C
<input type="checkbox"/>	Shadow Gray Metallic	N/C
<input type="checkbox"/>	Woodland Green	409.00
<input type="checkbox"/>	Tangier Orange	409.00
<input type="checkbox"/>	Wheatland Yellow	409.00

Interior

<input type="checkbox"/>	Jet Black 40/20/40 Bench	Standard
<input checked="" type="checkbox"/>	Jet Black 40/20/40 Cloth Bench	N/C

<input type="checkbox"/>	Charcoal Black w/ Vinyl Rear	N/C
<input type="checkbox"/>	Charcoal Black w/ Cloth Rear	\$58



Please complete the following in its entirety.

Title Information:

Winnetka Fire Department
 428 Green Bay Rd.
 Winnetka, IL 60093

Contact Name:

JOHN RIPKA
 (847) 501-6029

Phone Number:

Purchase Order Number:

GM FAN Code:

Tax Exempt Number:

E9998-1246-07
 1

Total Number of Units:

Total Dollar Amount:

Delivery Address:

1390 Willow Rd.
 Winnetka, IL 60093

Orders require an original signed purchase order & tax exempt letter.
 Scheduled Orders Cannot be canceled

Currie Motors Commercial Center
 8401 W Roosevelt Road
 Forest Park, IL 60130
 (815) 412-3227

Tom Sullivan curriefleet@gmail.com



Agenda Item Executive Summary

Title: Resolution No. R-80-2020: GIS Service Provider Agreement (Adoption)

Presenter: Steven M. Saunders, Director of Public Works

Agenda Date: 12/15/20

Consent: YES NO

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

Item History:

The Village of Winnetka is a member of the Geographic Information Systems Consortium (GISC), a public entity that was formed in 1999 to help small and medium-size communities meet the challenges of developing effective information system solutions. The GISC model is based on creating economies of scale that reduce cost and risk for its 32 municipal members. The model offers a contractual staffing arrangement to provide staffing and training for the management, development, operation, and maintenance of the Village’s Geographic Information System (GIS), while the Village provides the necessary computer hardware, software, and office facilities.

Executive Summary:

This is a renewal of the annual contract with Municipal GIS Partners (MGP), the GISC’s selected service provider, for GIS support services. The GISC board performs a service provider evaluation every three years. MGP has been the service provider for the GIS Consortium since 1999 and has been re-selected numerous times during this period as the best vendor for these services. The contract consists of a master service provider agreement (reviewed by Holland & Knight, the Village’s legal counsel) approved by the Village Council in 2014, and an annual “Supplemental Statement of Work” that sets forth the labor hours and rates for the coming year.

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

Kenilworth, which has long desired to implement a GIS program, approached Winnetka and GISC about partnering with Winnetka as an associate member. Winnetka and GISC agreed, and the Village approved an agreement with Kenilworth in 2017. Adding Kenilworth as an associate member increased Winnetka's allocation from 30% to 40% (from 3 days every two weeks to 2 days per week). Winnetka uses existing GIS technology resources to host the system, and the specialist resides in Winnetka at the Village Yard. Winnetka's annual GISC staffing expense for 2021 is \$80,730, of which \$20,261 will be reimbursed by Kenilworth. The attached Statement of Work includes Kenilworth's staffing component. Kenilworth and Winnetka have determined that a simple letter agreement would be sufficient to establish the necessary contractual relationship for Kenilworth's associate membership.

Executive Summary (continued):

For FY 2021, MGP has provided estimates of the labor hours and associated labor rates needed to perform these services, which are set forth in the following table:

Classification	Est. Hours	Hourly Rate	Total
Onsite Analyst	659	\$ 91.15	\$ 60,067.85
Shared Analyst	114	\$ 91.15	\$ 10,391.10
Client Account Manager	66	\$ 106.90	\$ 7,055.40
GIS Manager	24	\$ 134.00	\$ 3,216.00
TOTALS	863		\$80,730.35

The contractual maximum, not-to-exceed figure is \$80,730.00. This represents no increase from the prior year’s contract amount. The Village has budgeted \$81,000 in its FY 2020 operating budget for the GIS program, which includes this contract, software support, aerial photography, and mapping services.

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

Resolution No. R-80-2020 authorizes a supplemental GIS staffing agreement, including the additional Kenilworth allocation, for a total amount not to exceed \$81,047.00. The resolution also authorizes the Village Manager to conclude a letter agreement with the Village of Kenilworth outlining terms under which Village of Winnetka will arrange for GIS services for the Village of Kenilworth as an associate member of the GIS Consortium.

Recommendation:

Consider adopting Resolution No. R-80-2020, authorizing a supplemental GIS staffing agreement including the additional Kenilworth allocation for the period January 1 - December 31, 2020, for a total amount not to exceed \$80,730. The resolution also authorizes the Village Manager to conclude a letter agreement with the Village of Kenilworth outlining terms under which Village of Winnetka will arrange for GIS services for the Village of Kenilworth as an associate member of the GIS Consortium.

Attachments:

Resolution No. R-80-2020

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

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

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

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

WHEREAS, pursuant to the Contract, the Village may agree to renew the Contract for calendar year 2020 by entering into a Supplemental Statement of Work (“*SOW*”) with Consultant; and

WHEREAS, the Village desires to enter into the SOW with Consultant for the performance of the Services during calendar year 2021 in an amount not to exceed \$80,730.00; and

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

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

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to (1) enter into the SOW with Consultant; and (ii) enter into the Letter Agreement with Kenilworth;

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

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

SECTION 2: APPROVAL OF SUPPLEMENTAL STATEMENT OF WORK. The Village Council hereby approves the SOW 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 SUPPLEMENTAL STATEMENT OF WORK. 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 SOW after receipt by the Village Manager of two executed copies of the final SOW from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final SOW from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final SOW will, at the option of the Village Council, be null and void.

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

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 15th day of December, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

AGREEMENT AND SUPPLEMENTAL STATEMENT OF WORK

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of January, 2021 (the “*Effective Date*”), by and between the Village of Winnetka, an Illinois municipal corporation (hereinafter referred to as the “*Municipality*”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “*Consultant*”).

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

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

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

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

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

SECTION 1 SCOPE OF SERVICES

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

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

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

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

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the [CITY/MUNICIPALITY MANAGER] or his designee (hereinafter referred to as the “Municipality Manager”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

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

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

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

SECTION 4 PAYMENT TO THE CONSULTANT

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

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

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

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

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

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

SECTION 5 TERM

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

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a “*Renewal Term*”).

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

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

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

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or

subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

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

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

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

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

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

(a) Office space for the Consultant’s Personnel and periodic guests. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant’s Personnel and periodic guests;

- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the Internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data, record, which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

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

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

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

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

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

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

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

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

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice

to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within five (5) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

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

SECTION 10 LIMITATION OF LIABILITY

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

SECTION 11
CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

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

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

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

SECTION 12
GENERAL PROVISIONS

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

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

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Applicable Regulations*")) of minorities and women in the areas from

which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

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

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties.

Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

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

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

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

If to Municipality: Village of Winnetka
Steve Saunders
510 Green Bay Road
Winnetka, IL 60093
Attention: Steve Saunders
E-mail: ssaunders@winnetka.org

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

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the

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

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

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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

ATTEST:

VILLAGE OF WINNETKA

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas Thomey
Its: President and General Manager

Attachment 1

Statement of Work to GIS Consortium Service Provider Contract

1) General Purpose. The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) Service Types. The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) Services. The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality, either physically on-site or remotely (as determined by the Consultant). The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Site Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and software applications.

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the “**Board**”) of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the “**Proposal**”) to the Board for approval every year on or about July 31st. Upon the Board’s approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI¹ measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 659 hours of Site Analyst
2. 114 hours of Shared Analyst
3. 66 hours of Client Account Manager
4. 24 hours of Manager

¹For purposes of this Contract, “CPI” shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

B. Service Rates

1. \$91.15 per hour for Site Analyst
2. \$91.15 per hour for Shared Analyst
3. \$106.90 per hour for Client Account Manager
4. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$80,730.00.

Total Not-to-Exceed Amount for Services (Figures): eighty thousand seven hundred thirty and 00/100 dollars.

Attachment 2

To GIS Consortium Service Provider Contract

Insurance

Consultant's Insurance

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

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

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

Exhibit A

SAMPLE Form of Supplemental Statement of Work

Pursuant to and in accordance with Sections 1.2 and 12.10 of that certain GIS Consortium Service Provider Contract dated [INSERT DATE] (the “Contract”) between the _____ of _____ (the “Municipality”) and Municipal GIS Partners, Incorporated (the “Consultant”) hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK (“SSOW”):

1. Description of Additional Services:

[None] or [Describe new services being provided or no longer being provided. Note if Supplemental Statement of Work is intended to replace a previously approved and effective Statement of Work]

2. Project Schedule/Term:

[Insert date by which supplemental work must be commenced and completed with any appropriate milestones]

3. Projected Utilization: [Insert rate effective dates]

- A. _____ hours of Site Analyst
- B. _____ hours of Shared Analyst
- C. _____ hours of Client Account Manager
- D. _____ hours of Manager

4. Service Rates: [Insert rate effective dates]

- E. \$ _____ per hour for Site Analyst
- F. \$ _____ per hour for Shared Analyst
- G. \$ _____ per hour for Client Account Manager
- H. \$ _____ per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers) : \$[INSERT]

Total Not-to-Exceed Amount for Services (Figures) : [INSERT]

In the event of any conflict or inconsistency between the terms of this SSOW and this Contract or any previously approved SSOW, the terms of this SSOW will govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of this Contract and this SSOW shall be governed

and controlled by this Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in this Contract.

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

ATTEST: Municipality of _____

Municipality Clerk

By: _____
[*MUNICIPALITY/CITY*] Manager

ATTEST: **CONSULTANT:**

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: _____
Its: _____

By: _____
Its: _____



Agenda Item Executive Summary

Title: Resolution No. R-81-2020: Purchase of Multi-Purpose Tractor (Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 12/15/2020

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:

2021 Budgeted Item.

Executive Summary:

The 2021 Village budget contains \$130,000 in Account 100.30.01-625 to replace one multi-purpose tractor, used for several activities including snow removal and leaf collection. To ensure the most fiscally prudent purchase price, the Public Works Department proposes to leverage pricing received via a bid initiated by Sourcewell (formerly known as National Joint Powers Alliance, or NJPA). This is a joint purchasing consortium that solicits goods and services for state and local governments. The Village has used the bidding service of Sourcewell in the past for the purchase of other fleet equipment.

Sourcewell recently solicited bids for the procurement of a "Multi-Purpose Tractor," awarding a multi-year contract to Multihog, Ltd. with an expiration date of 05/3/2023 (Sourcewell Contract #030619-MUL). The current price offered as part of the Sourcewell bid for the Multihog CX75 utility tractor with the necessary plow equipment is \$123,201.00

Staff has evaluated this equipment, including on-site demonstrations with snow removal and leaf collection personnel and a specification review by Fleet Services, and is satisfied that the unit will meet Village performance and maintenance requirements.

Recommendation:

Consider adopting Resolution No. R-81-2020 awarding a purchase order to Jet Vac Environmental, of Island Lake, IL in the amount of \$123,201.00 for the purchase of one 2021 Multihog CX 75 multi-purpose tractor and accompanying straight- and v-blade plows.

Attachments:

- 1) Resolution No. R-81-2020
- 2) Copy of Sourcewell proposal from Jet Vac Environmental

**A RESOLUTION APPROVING THE PURCHASE
OF A MULTI-PURCHASE TRACTOR FROM JET VAC ENVIRONEMENTAL**

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

WHEREAS, the Village of Winnetka ("**Village**") is a member of Sourcewell ("**Sourcewell**"), a municipal national contracting agency for units of local government, and educational and non-profit organizations; and

WHEREAS, the Sourcewell permits units of local governments to purchase commodities and services according to nationally leveraged and competitively solicited purchasing contracts, resulting in significant savings for the Village; and

WHEREAS, the Village Public Works Department ("**Department**") has identified the need to replace one multi-purpose tractor with one new 2021 Multihog CX-75 Multi-Purpose Tractor, with straight- and v-plow blades, ("**New Multi-Purpose Tractor**"); and

WHEREAS, Sourcewell sought bids for the award of a contract for the purchase of the New Multi-Purpose Tractor ("**Purchase Contract**"); and

WHEREAS, Sourcewell secured fixed, per-unit pricing from Multihog, to be implemented through local distributors for the Purchase Contract; and

WHEREAS, Multihog's local distributor is Jet Vac Environmental, of Island Lake, Illinois ("**Jet Vac**"); and

WHEREAS, Jet Vac has provided pricing for the Purchase Contract of \$123,201.00; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase the New Multi-Purpose Tractor from Jet Vac, in the amount of \$123,201.00, in accordance with the Purchase Contract;

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

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

SECTION 2. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the New Multi-Purpose Tractor from Jet Vac, in the total amount of \$123,201.00, in accordance with the Purchase Contract.

SECTION 3. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the New Multi-Purpose Tractor from Jet Vac in an amount not to exceed \$123,201.00,

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this ____ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

Attachment 2

Quoted By: Jet Vac Environmental

4035 Doheny Dr.
Island Lake, IL 60042
(847) 526-5671
www.jetvacenvironmental.com



Quoted To: VILLAGE OF WINNETKA

1390 Willow Rd
Winnetka, IL 60093
Andy Malkowski
amalkowski@winnetka.org

Quote # 201130MHW-1
Date: 12/05/2020
Expires: 2/30/2021
Sales Rep: Bob Fausto 815 440-9043

Item #	Qty	Description			
697-1130	1	CX 75 Multi-Purpose Tractor 75 HP (56 KW), Tier 4 final engine Cab heating, air-suspended driver seat and top-mounted road lights Permanent 4 wheel drive with positive drive lock Front 3 point linkage including mechanical adjustment of linkage rotation and float Joystick with front linkage lift function including float and a second double acting (DA) hydraulic function to front 13 pin socket on front 7,716 lbs gross vehicle weight Manually adjustable heated mirrors & rotating beacon Mechanical top link, tipping rear, cab tilt & in-cab PTO control Standard Orange Color	New		
PTO Options					
697-1017	1	PTO Option Front Mechanical PTO 1000 RPM, 1 3/8" , 6 tooth spline shaft (clockwise rotation)	New		
Cooling Fan Options					
697-1013	1	Fan Option Variable pitch reversing fan	New		
Hydraulic Pump Options					
697-1020	1	0-100 L/M (0-26.4 gpm) to front	New		
697-1125	1	100 litre (26.4 gal) tee connection from front to rear	New		
Hydraulic Valve Options					
697-1027	1	2 x DA valves to front (3 x DA total) and 1 x DA valve to rear (1 x DA rear total)	New		
697-1126	1	2 x DA lever valve block - required for hydraulic tipping rear and hydraulic rotation of front linkage	New		
Drive Options					
697-1133	1	Standard Drive	New		
697-1135	1	Permanent 4 wheel drive lock (standard)	New		
Additional Options					
697-1030	1	Hydraulic Tipping Rear	New		
697-1031	1	Hydraulic Rotation with Radial Floatation of Front Linkage	New		
697-1137		Mechanical Top Link	New		
697-1138	1	Mechanical Tilt Cab	New		
697-1051	1	Combined Cab Heating & Air Conditioning	New		
697-1093	1	Standard Seat	New		
697-1051	1	Heated Windshield	New		
697-1076	1	Cab Doors with Opening Windows Set of 2	New		
697-1053	1	Front LED Worklights Set of 2	New		
697-1007	1	Reversing Camera 7" LED Monitor in Cab	New		
697-1035	1	Amber LED Flashng Strobes Set of 4	New		

Tire Options					
697-1206	1	BFG All Terrain LT245/75/16 Tires Set of 4	New		
697-1098	1	Narrow Mudguards Set of 4	New		
697-1016 & 697-1100	1	BKT Trac Master 31x15.5x15 tires with wide mud guards	New		
Multihog Vehicle Total:					\$110,618.00

Included Attachment Options					
AP 55-1	1	Metec Straight Plow 55" wide	New		\$7,329.00
FAP 50-1	1	Metec Fixed V Plow 50" Wide	New		\$5,254.00
Attachment Total:					\$12,583.00
Total For Multihog CX 75 and Above Attachments					\$123,201.00

Quoted By: Jet Vac Environmental

4035 Doheny Dr.
Island Lake, IL 60042
(847) 526-5671
www.jetvacenvironmental.com

Quoted To:

VILLAGE OF WINNETKA

1390 Willow Rd
Winnetka, IL 60093
Andy Malkowski
amalkowski@winnetka.org



Quote # 201130MHW-1

Date: 12/05/2020

Expires: 2/30/2021

Sales Rep: Bob Fausto 815 440-9043



030619-MUL



One Machine - One Operator - Endless Applications



TERMS & CONDITIONS:

- * Quote is valid for 60 days
- * Quote is net of any/all applicable Sales Tax
- * Freight cost is not included: FOB: Island Lake, IL
- * Requires Signed Customer Approval
- * Final Invoice will be provided approximately 30 days before delivery
- * Estimated Delivery: **TBD**



CUSTOMER APPROVAL:

Company Name:	Sourcewell #: 30947
	Purchase Order#

Delivery Address:

Signature:	Title:	Date:
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Please sign and return to:
meagan@jetvacenvironmental.com



Agenda Item Executive Summary

Title: Resolution No. R-82-2020: Agreement with Ankura Consulting Group, LLC for IT Services (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/15/2020

Consent: YES NO

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

Item History:

The Village began using Ankura for consulting services related to information technology beginning in 2000.

Executive Summary:

The total cost of the agreement will range from \$210,000 to \$230,000 for the fiscal year depending on the extent of use and is a budgeted expenditure for 2021 out of the Information Technology Fund. Ankura has provided the Village similar services at an exemplary level and are uniquely qualified to continue consulting for the Village.

Recommendation:

1) Staff recommends approving Resolution No. R-82-2020 approving an agreement with Ankura Consulting Group, LLC for IT services.

Attachments:

- 1) Resolution No. R-82-2020
- 2) Engagement Letter

Attachment 1

RESOLUTION NO. R-82-2020

A RESOLUTION APPROVING AN AGREEMENT WITH ANKURA CONSULTING GROUP, LLC FOR CONSULTING SERVICES

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

WHEREAS, the Village desires to retain a firm to provide the Village cybersecurity risk mitigation services (“*Services*”); and

WHEREAS, the Village has extensively researched firms that provided Services; and

WHEREAS, the Village desires to retain Ankura Consulting Group, LLC (“*Consultant*”) to provide the Services; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to approve an agreement with Consultant to perform the Services;

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

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

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves an agreement with Consultant for the Services substantially in the form of **Exhibit A** (“*Agreement*”) attached hereto and in a final form approved by the Village Manager.

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.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this ____ day of December, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Attachment 2

December __, 2020

Rob Bahan
Village Manager
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
847-501-6000
RBahan@winnetka.org

Re: Village of Winnetka Cyber Risk Mitigation Services

Dear Mr. Bahan:

This engagement letter (the “**Letter**”) and its attached terms of business (the “**Terms of Business**”; together with this Letter, the “**Engagement Letter**”) confirms the retention of Ankura Consulting Group, LLC (“**Ankura**”), effective as of January 1, 2021 through December 31, 2021, by the Village of Winnetka (collectively, with its subsidiaries and affiliates, the “**Company**” or “**Client**”). Ankura and Client may herein be referred to as the “**Parties**”.

1. Scope of Engagement: Pursuant to this Engagement Letter, Ankura will provide the following services: *Cybersecurity risk mitigation services (the “Services”) as further described in the attached written Scope of Work (“SOW”) dated October 22, 2020 (collectively, the “Services”) as may be amended from time to time by written agreement of the Parties.*

Ankura acknowledges and agrees that at certain times the work product produced by Ankura pursuant to the Engagement Letter is for the purpose of facilitating counsel’s rendering of legal advice to Company and constitutes attorney work product, and that any communication to counsel, including, without limitation, any correspondence, analyses, reports and related materials that Ankura prepares, constitutes confidential and privileged communications and Ankura will not disclose such communications to any third party except as requested by counsel.

2. Fees and Expenses: For Ankura’s Services hereunder, the Client agrees to pay to Ankura the following fees (the “**Fees**”) based on the actual time for Services rendered at the hourly rates set forth in the table below. Our Fees are not contingent on the substance of our findings, analyses, work product, and/or outcome of the Services. Our hourly rates are as follows:

ALL ANKURA LEVELS \$300 per hour

Our hourly rates are based on the experience and skills of the personnel involved. Ankura does not predict or warrant the outcome of any particular matter or issue, and our fees are not dependent on such outcomes. From time to time, we may give you an estimate of Fees and Expenses relating to the Services. Please be advised that such estimates are subject to many unknown or uncontrollable variables. As such, they are only intended as approximate projections at the time they are provided, and will be subject to engagement facts and circumstances.

Our Fees are not contingent on the substance of our findings, analyses, work product, and/or outcome of the Services. Ankura does not predict or warrant the outcome of any particular matter or issue, and our fees are not dependent on such outcomes. Our Fees are based on the experience and skills of the personnel involved. Ankura shall track the amount of time and fees associated with each phase of the Services outlines in the SOW and shall notify the Client before exceeding the costs estimates provided in the SOW for each phase. Ankura shall maintain records showing actual time devoted and costs incurred, and shall permit the Client to inspect and audit all data and records of Ankura for work done pursuant to the Engagement Letter. The records shall be made available to Client at reasonable times during the term of Engagement Letter, and for one year after the termination of the Engagement Letter.

3. Expense Reimbursement: Ankura shall be entitled to reimbursement of actual, reasonable out-of-pocket and direct expenses incurred in connection with the Services to be provided under this Engagement Letter, including travel and lodging, outside research, copying, telephone, postage and courier costs (collectively, “**Expenses**”). Ankura shall not be entitled to such reimbursement under this Section 3 for any expenses in excess of \$1,000 unless it obtains the Village’s prior written approval.

4. Invoices and Payment: The payment of the Fees and Expenses hereunder are the exclusive obligations of the Client. Payment of the Fees and Expenses shall be submitted within 30 days of receipt of an invoice. In the event that you do not pay our invoices in accordance with this Agreement, we have the discretion to (i) terminate or suspend the engagement and the performance of Services, and (ii) deduct any outstanding amounts owed from monies held on your behalf. Under these circumstances, you will also be responsible for any costs, including legal fees, associated with the collection of outstanding and overdue fees and expenses. Ankura acknowledges that Client is tax exempt and each payment by the Client to Ankura includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use 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 Ankura.

5. Retainer: In connection with the foregoing, it is Ankura’s policy to receive an advance retainer for the Fees and Expenses. The retainer will be applied to the final invoice and any remaining amount will be returned to the Client. At this time, Ankura is not requesting a retainer however we reserve the right to do so at any time (the “**Retainer**”) and the Company agrees to replenish the Retainer upon the request of Ankura. Ankura reserves the right to apply the Retainer to outstanding Fees and Expenses after delivering an invoice to the Company (the “**Initial Dispute Deadline**”), provided that to the extent the Company provides, in good faith, written notice of any disputed fees prior to the Initial Dispute Deadline, Ankura shall not be entitled to draw on the Retainer for any such disputed fees until resolution of such dispute; *provided further* that to the extent the Company provides written notice of any disputed fees after the Initial Dispute Deadline, any such fees shall be subject to repayment (to the extent applicable) upon resolution of such dispute. The Company understands and acknowledges that any Retainer becomes the property of Ankura when it is earned and the Company no longer has a property interest in any Retainer upon Ankura’s earning of the Retainer, any Retainer will be placed in Ankura’s general account and will not be held in a client trust account, and the Company will not earn any interest on any Retainer; *provided, however*, that at the conclusion of the Services, if the amount of any Retainer held by Ankura is in excess of the amount of

Ankura's outstanding and estimated Fees and Expenses, any such excess Retainer amount will be returned to the Company.

6. Term and Termination of Engagement Letter: This Engagement Letter shall be effective upon execution by all the parties and continue until the earlier of (i) conclusion of the Services or (ii) termination in accordance with this Section. If either party hereto desires to terminate the engagement, it may do so at any time for any reason by giving fourteen (14) days written notice to the other party. In such event, Ankura will be paid for fees and expenses incurred through the termination date, as well as for reasonable costs associated with closing the engagement. Any termination of the Engagement Letter shall not affect any provisions that survive the termination hereof or Ankura's right to receive payment of fees earned and expenses incurred by Ankura through the date of termination, and you shall immediately pay or cause to be paid all such reasonable Fees and Expenses due and owing. If a report, deposition, declaration, trial testimony or any other form of deliverable is requested or required, Ankura reserves the right to require payment of any then outstanding fees and expenses (regardless of whether such amounts were previously invoiced and/or are past due) prior to submission of, or appearance for, such report, deposition, declaration, or trial testimony. Where there is a fixed fee for Services, you agree to pay us for the Services that we have performed on the basis of the time spent at our then current hourly rates, up to the amount of the fixed fee. Any contingent element of the fees will remain payable in accordance with the Engagement Letter. If a contingent fee cannot be paid for regulatory reasons, you agree to pay for the work carried out under the contingent fee arrangement on the basis of time spent, unless alternative arrangements have been agreed.

7. Entire Engagement Letter; Amendments: This Engagement Letter represents the entire agreement between the parties in relation to the Services, supersedes all previous agreements relating to the subject matter hereof (should they exist) and may not be modified or amended except in a subsequent writing, signed by all of the parties hereto. In the event of a conflict between this Letter and the Terms of Business or any other letter or communication regarding the provision of the Services, the Terms of Business control unless this Letter specifically states otherwise.

8. Counterparts: This Engagement Letter may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

[Signature pages follow.]



If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon this Engagement Letter and your acceptance shall constitute a binding agreement .

If you have any questions, please call Jason Straight at +1-917-685-9504. We look forward to working with you on this matter.

Ankura Consulting Group, LLC

By: _____

Name: Jason Straight
Title: Senior Managing Director
Email: jason.straight@ankura.com
Address: 485 Lexington Ave., 10th Floor
New York, NY 10017

With a copy to
485 Lexington Avenue, 10th Floor
New York, NY 10017
Attn.: General Counsel

Accepted and agreed:

COMPANY:

Village of Winnetka

By _____

Name: Robert Bahan
Title: Village Manager
Address: 510 Green Bay Road Winnetka, IL 60093
E-mail: rbahan@winnetka.org
Date:

TERMS OF BUSINESS

1. INTRODUCTION

(a) **Terms.** These Terms of Business apply to the Services you have engaged us to provide to you as set forth in the Engagement Letter. If anything in these terms is inconsistent or conflicts with the Letter, these terms take precedence, unless the Letter specifically states otherwise.

(b) **Interpretation.** The following words and expressions have the following meaning in these Terms of Business and the Engagement Letter given to them below:

- (i) Ankura: any entity within the worldwide network of Ankura Holdings, LP.
- (ii) Engagement Letter: means the Letter between you and us and these Terms of Business.
- (iii) Services: the Services set forth in the Letter, including any schedules or statements of work.
- (iv) We, us, or our: Ankura.
- (v) You or your: refers to person(s) or entity(ies) engaging Ankura and as identified in the Letter, including, when engaged through counsel, the Client.

2. SERVICES; DELIVERABLES

(a) **Deemed Knowledge.** In performing the Services, we will not be deemed to have information from other Services or prior engagements.

(b) **Representations and Certifications of Services.** Notwithstanding anything to the contrary contained in the Engagement Letter, Ankura represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the time of performance..

(c) **Use of Services, Deliverables and Reports.** The Services, including the deliverables and reports, are provided solely for your use and the purpose set forth in the Engagement Letter.

(d) **Limitation on Services.** You acknowledge that Ankura is being retained solely to assist you as described in the Engagement Letter. You agree that you will be solely responsible for implementing any advice or recommendations and for ensuring that any such implementation complies with applicable law. We do not and will not be providing any financial statement audits or attest procedures, nor will we be providing legal advice, in the course of our Services. If the provision of our Services includes work product prepared by persons or firms other than Ankura, Ankura assumes no responsibility for the completeness, adequacy and

coordination of the work product prepared by others and/or the professionals of record, and/or the parties providing services to you other than Ankura.

3. RETENTION OF MATERIALS

We may, but are not obligated to, retain copies of all materials relevant to the Services, including any materials given to us by you or on your behalf. At the end of the provision of Services, as determined by Ankura, you will have several options with respect to disposition of documents related to the engagement that we do not wish to retain. You can (i) direct us to return all such documents to you, where practicable, (ii) authorize us to discard or destroy such documents or (iii) direct us to store such documents, at your expense. We retain the right to retain a copy of our reports or work papers as necessitated by internal policies or archiving procedures or pursuant to law or regulation.

4. CONFIDENTIALITY

(a) **Generally.** Ankura acknowledges that it shall, in performing the Services for the Client under the Engagement Letter, have access, or be directly or indirectly exposed, to Confidential Information. Ankura shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Client. Ankura shall use reasonable measures at least as strict as those Ankura uses to protect its own confidential information. Notwithstanding Section 4(a), in the event that the parties are subject to a confidentiality agreement, protective order, or other agreement that specifically addresses the treatment of confidential information, to the extent that the confidentiality terms of that agreement and these Terms of Business Conflict, the confidentiality terms of such agreement will control and govern and the Parties agree that the confidentiality provisions of that agreement are incorporated into these Terms of Business.

(b) **Other Agreement.** Notwithstanding Section 4(a), in the event that the parties are subject to a confidentiality agreement, protective order, or other agreement that specifically addresses the treatment of confidential information, to the extent that the confidentiality terms of that agreement and these Terms of Business Conflict, the confidentiality terms of such agreement will control and govern and the Parties agree that the confidentiality provisions of that agreement are incorporated into these Terms of Business.

(c) **Personally Identifiable Information.** In the event that the Services involve sensitive personally identifiable health information (“**PHI**”), the use and security of such PHI shall be addressed in the business associate agreement (if necessary, attached hereto as an addendum) entered into between Ankura and you, and such

agreement is incorporated into and made a part of these Terms of Business.

(d) **Definition of Confidential Information.** “**Confidential Information**” means any and all non-public, confidential or proprietary knowledge, data, or information of or concerning the Disclosing Party. For the avoidance of doubt, Confidential Information includes without limitation, research, analyses, names, business plans, valuations, databases and management systems. Confidential Information shall not include information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) is already in the lawful possession of Ankura at the time of disclosure unless such information was furnished to Ankura by Client pursuant to a prior agreement; (iii) is lawfully obtained from a third party lawfully in possession of such information and without a breach of such third party’s obligations of confidentiality; or (iv) is independently developed without use of or reference to any Confidential Information.

5. CONFLICTS

Ankura is involved in a wide range of other activities from which conflicting interests, or duties, may arise. We have undertaken an inquiry of our records in accordance with our standard business practices based on the parties identified to us and have determined that we may proceed. A copy of our conflict policy, as may be amended from time to time in our sole discretion, can be found here <https://ankura.com/conflict-policy/>.

6. SUBPOENA; LIABILITY

(a) **Witness; Subpoena.** If Ankura is requested or required to appear as a witness in any Action that is brought by, on behalf of, or against you or that otherwise relates to the Engagement Letter or the Services rendered by Ankura hereunder, you agree to (i) compensate Ankura for its associated time charges at our regular rates in effect at the time and (ii) reimburse Ankura for all documented, actual out of pocket expenses incurred by Ankura in connection with such appearance or preparing to appear as a witness, including without limitation, the fees and disbursements of legal counsel of Ankura’s choosing. In addition, Ankura will be compensated and reimbursed for any time and expense (including without limitation, fees and expenses of legal counsel of Ankura’s choosing) that Ankura may incur in considering or responding to discovery requests or other formal information requests for documents or information made in connection with any Action or in connection with the Services.

(b) **Limit of Liability.** Except in the event gross negligence, neither you nor anyone acting on your behalf shall hold Ankura liable for (i) an aggregate amount (including interest and legal fees) in excess of one million dollars (\$1,000,000), (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits, or (iii)

special, consequential, exemplary, incidental, punitive or indirect damages. In the event that we agree in writing to accept liability to more than one party, the limit of our liability in this Section 6(b) will be shared between them as determined by the parties, and in no event shall Ankura’s aggregate liability exceed that set forth in Section 6(b)(i).

7. INTELLECTUAL PROPERTY; DATA PROTECTION

(a) **Intellectual Property.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form (i) prepared, collected, or received from Client by Ankura, or (ii) prepared by Ankura, in connection with any or all of the Services to be performed under the Engagement Letter (“Documents”), shall be and remain the exclusive property of Client. Notwithstanding the foregoing, (i) any patent, copyright, trademark and other intellectual property rights of Ankura contained in any deliverable or report shall remain the sole and exclusive property of Ankura, and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how and other intellectual property embedded in the deliverable or reports that we may develop or supply in connection with our Services shall remain the sole and exclusive property of Ankura; however, Client shall have a non-exclusive perpetual license to use any such intellectual property of Ankura contained in such deliverable.

(b) **Data Protection.** You and we will comply with all applicable data protection legislation in relation to any personal data shared with us under the Engagement Letter. Full details of how we use data can be found here <https://ankura.com/privacy-policy/>.

8. GENERAL

(a) **Authority; Due Authorization; Enforceability.** You represent and warrant that you have all requisite power and authority to enter into the Engagement Letter and to perform your obligations hereunder. You further represent and warrant that the Engagement Letter has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by you constitutes a legal, valid and binding agreement, enforceable in accordance with its terms.

(b) **Direction.** Where the client consists of more than one party, an act, omission or direction of one of them will be regarded as an act, omission or direction of all of them. In the event there is a disagreement as to any direction, guidance or instruction to be given to Ankura in connection with the Services, Ankura shall not take any such direction, guidance or instruction until resolution is reached and you shall not hold Ankura liable for failure to take such direction, guidance or instruction during such period.

Terms of Business

(c) **Force Majeure.** No party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including but not limited to, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

(d) **Assignment.** The Engagement Letter may not be assigned by any party hereto without the prior written consent of the other parties. Any attempted assignment made without such consent shall be void and of no effect, at the option of the non-assigning parties. Notwithstanding the forgoing, Ankura may assign or novate the Engagement Letter to a transferee of all or part of our business upon written notice from us. We may also transfer or deal with our rights in any unpaid invoice without notice.

(e) **Independent Contractors; Subcontractors.** In connection with the Services, Ankura may utilize employees, agents or independent contractors or its own affiliates (each of which is a separate and independent legal entity) or its own agents or independent contractors. References in the Engagement Letter to Ankura personnel shall apply equally to employees, agents or independent contractors of Ankura and its affiliates. Ankura shall act as an independent contractor under this Engagement Letter, and not in any other capacity including as a fiduciary, and any obligations arising out of its engagement shall be owed solely to you. As an independent contractor, Ankura will have complete and exclusive charge of the management and operations of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operations of its business. Ankura will remain solely responsible for the Services.

(f) **Restrictions on Claims.** You agree not to bring any claim against a direct or indirect holder of any equity interests or securities of Ankura whether such holder is a limited or general partner, member, stockholder or otherwise, affiliate of Ankura, or director, officer, employee, representative, or agent of Ankura, or of an affiliate of Ankura or of any such direct or indirect holder of any equity interests or securities of Ankura (collectively, the "**Party Affiliates**"). You further agree that no Party Affiliate shall have any liability or obligation of any nature whatsoever in connection with or under the Engagement Letter or the Services contemplated thereby, and you waive and release all claims against such Party Affiliates related to any such liability or obligation.

(g) **Notices.** Notice given pursuant to any of the provisions of the Engagement Letter shall be in writing and shall be mailed or delivered (including via email so long as the recipient acknowledges receipt) at the address set forth in the signature blocks of each person listed in

the Engagement Letter. Notices shall be deemed provided on the date sent.

(h) **Governing Law.** The Engagement Letter and Terms of Business 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.

(i) **Venue.** Each party hereto hereby irrevocably and unconditionally (a) submits for itself and its property in any legal action or proceeding relating to the Engagement Letter or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the federal courts sitting in the Northern District of Illinois in the State of Illinois, or if such federal courts do not have jurisdiction, then to the Circuit Court of Cook County, Illinois, and appellate courts of any of the foregoing and (b) consents that any such action or proceeding shall be brought exclusively in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same.

(j) **Jury Trial Waiver.** Each party hereto knowingly, voluntarily and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to, or arising out of or in connection with, the Engagement Letter or these Terms of Business or the performance by Ankura of the Services contemplated herein.

(k) **Mediation.** Other than disputes regarding non-payment, if a dispute arises, the parties will first attempt to resolve it by discussion, negotiation and mediation before commencing legal proceedings.

(l) **Limitation Period.** No action, regardless of form, relating to the Engagement Letter or the Services provided thereunder, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for nonpayment may be brought by a party no later than one (1) year following the due date of the last payment owing to the party bringing such action.

(m) **Non-Solicitation.** You will not, during the term of the engagement or for twelve (12) months thereafter, solicit (directly or indirectly) any employee of Ankura or attempt to induce or cooperate with any other firm in an attempt to induce any employee to leave the employ of Ankura. In the event that an employee of Ankura [having provided services in accordance with the Engagement Letter] is hired by you during the above mentioned period, you agree to pay to Ankura, no later than ten (10) days after the employee accepts a position with you, an amount equal to one hundred percent (100%) of the employee's annualized compensation provided that the foregoing shall not be violated by general advertising not targeted at Ankura employees.

(n) **Counsel Representation.** The terms of the Engagement Letter have been negotiated by the Parties hereto, who have each been represented by counsel, there shall be no presumption that any of the provisions shall be construed adverse to any party as the “drafter” in the event of a contention of ambiguity, and the parties waive any statute or rule of law to such effect.

(o) **Money Laundering.** Ankura may, in addition to making searches of appropriate databases, request from you, your affiliates or your advisors, certain information and documentation for the purposes of verifying your identity in order to comply with our obligations under applicable money-laundering regulation, legislation and our internal policies. When you are acting on behalf of a third-party client, we may request from you, copies of any documentation you have obtained in relation to your client. If satisfactory evidence of identity is not provided within a reasonable time, it may be necessary for us to cease work. Where we believe that there are circumstances which may give rise to a money laundering offence under applicable legislation, we may consider it necessary to make a report to the appropriate authorities. We may not be able to discuss such reports with you and we will not be liable to you for any loss or damage which you may suffer or incur as a result of our making such a report, including, without limitation, as a result of any delay to any stage of a matter or as a result of completion being prohibited by such authorities.

(p) **Third Party Beneficiaries.** The terms of the Engagement Letter do not and are not intended to confer any rights or remedies upon any person or entity other than the Parties.

(q) **Headings.** Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of the Engagement Letter or these Terms of Business.

(r) **Severability.** The invalidity or unenforceability of any provisions of the Engagement Letter or these Terms of Business shall not affect the validity or enforceability of any other provision.

(s) **Survival.** Those provisions (and related rights and obligations of the parties) that by their nature and context are intended to survive termination or expiration of these Terms of Business or the Engagement Letter shall so survive any such termination or expiration of these Terms of Business or the Engagement Letter.



Agenda Item Executive Summary

Title: Resolution No. R-83-2020: Change Order No. 11 to Contract With B-Max Inc. For Electric Distribution System Work (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 12/15/2020

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

Consent: YES NO

Item History:

At the April 19, 2016 Village Council Meeting, the Council approved Resolution No. R-23-2016, approving a contract with B-Max Inc. for directional boring services which included the installation of conduit and equipment pads for the electrical distribution system. The Council has previously approved ten change orders (Resolution Nos. R-65-2016, R-45-2017, R-76-2017, R-27-2018, R-73-2018, R-41-2019, R-57-2019, R-94-2019, R-20-2020 and R-46-2020) to the contract.

Executive Summary:

At the February 18, 2020 Village Council Meeting, the Council approved Resolution No. R-20-2020 to extend the contract with B-Max Inc. for directional boring services. The contract has fixed unit prices for work performed during the period of June 1, 2020 through May 31, 2021. For fiscal year 2020, the Village Council has previously authorized \$425,000 for directional boring services.

Staff is requesting additional funding authorization for work underway and/or planned in the last month of the year. Under the existing contract the Village has expended \$388,191. For fiscal year 2020, the Electric Fund Budget contains \$475,000 for directional boring services (account #'s: 500.42.31-660 and 500.42.37-660). Staff is requesting authorization for the remaining budgeted amount of \$50,000 for projects that will likely be completed by the contractor in fiscal year 2020.

Staff is also requesting funding authorization to use B-Max Inc. for directional boring services during the period of January 1 through May 31, 2021 with an initial funding authorization of \$200,000. The work performed during this period will be at the Year 3 unit prices from Bid #016-009. The unit prices have been attached for reference.

The 2021 Electric Fund Budget contains \$475,000 for directional boring services. Of this funding, \$75,000 (account #500.42.31-660) is allocated for system reinforcement and \$400,000 (account 500.42.37-660) is allocated for new business projects initiated by customer requests.

Resolution No. R-83-2020 authorizes a change order to the contract with B-Max Inc. for additional work.

Recommendation:

Consider adoption of Resolution No. R-83-2020 approving Change Order No. #11 to the contract with B-Max Inc. for electric distribution system work.

Attachments:

- 1) Resolution No. R-83-2020
- 2) Unit Prices for B-Max Inc.

**A RESOLUTION APPROVING CHANGE ORDER NO. 11
TO THE CONTRACT WITH B-MAX, INC. FOR
ELECTRIC DISTRIBUTION SYSTEM WORK**

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

WHEREAS, on April 19, 2016, the Village Council approved Resolution R-23-2016 authorizing the Village to enter into a contract (“*Contract*”) with B-Max, Inc. (“*Contractor*”) for the performance of directional boring, equipment pad installation, splice box installation, conduit installation, and related work necessary to maintain and support the Village’s electric distribution system (“*Work*”) during the period of June 1, 2016 to May 31, 2017 (“*Term*”); and

WHEREAS, the Village has on multiple occasions extended the Term of the Contract, and did so most recently through May 31, 2021 pursuant to Resolution R-20-2020, which extensions locked in pricing; and

WHEREAS, the Village previously approved an expenditure of \$425,000 for Work to be performed this year; and

WHEREAS, the Village has expended \$388,191 this year under the Contract and desires to authorize the expenditure of: (i) an additional \$50,000 for Work during the remainder of Fiscal Year 2020; and (ii) an additional \$200,000 for Work during the period of January 1, 2021 through May 31, 2021 (collectively, the “*Additional Work*”); and

WHEREAS, the Contractor has agreed to do the Additional Work pursuant to a change order (“*Change Order No. 11*”); and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to enter Change Order No. 11 with Contractor;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 11. The Village Council hereby approves Change Order No. 11 to authorize the Additional Work from the Contractor pursuant to the terms of the Contract.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 11. The Village Council hereby authorizes and directs the Village President and the Village Clerk to

execute and attest, respectively, on behalf of the Village, Change Order No. 11, which shall be in a final form approved by the Village Manager.

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 15th day of December, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

Attachment 2

EXHIBIT 1 - B-MAX										
RFB# 016-009 - Directional Boring										
Vendor	B-MAX	EVALUATION QUANTITIES	6/1/2016 to 5/31/17		6/1/2017 to 5/31/18		6/1/2018 to 5/31/19		395,097.10	
Work Process:			\$	\$	\$	\$	\$	\$	\$	
			UNIT PRICE "E"	PRICE "E" TOTAL	367,093.65	UNIT PRICE "F"	PRICE "F" TOTAL	380,512.40	UNIT PRICE "G"	PRICE "G" TOTAL
Start or End Pit:	For 2" conduit	155	\$ 58.00	\$ 8,990.00	\$ 60.00	\$ 9,300.00	\$ 62.50	\$ 9,687.50		
Start or End Pit:	For 4" conduit	116.5	\$ 58.00	\$ 6,757.00	\$ 60.00	\$ 6,990.00	\$ 62.50	\$ 7,281.25		
Start or End Pit:	For 5" conduit	0	\$ 58.00	\$ -	\$ 60.00	\$ -	\$ 62.50	\$ -		
Start or End Pit:	For 6" conduit	0	\$ 58.00	\$ -	\$ 60.00	\$ -	\$ 62.50	\$ -		
Test Holes In:	Concrete	1	\$ 375.00	\$ 375.00	\$ 390.00	\$ 390.00	\$ 410.00	\$ 410.00		
Test Holes In:	Asphalt	10	\$ 350.00	\$ 3,500.00	\$ 370.00	\$ 3,700.00	\$ 390.00	\$ 3,900.00		
Test Holes In:	Parkway	202	\$ 95.00	\$ 19,190.00	\$ 100.00	\$ 20,200.00	\$ 105.00	\$ 21,210.00		
Excavation for:	Xfmr Pad 5'X5'X20"	0.5	\$ 170.00	\$ 85.00	\$ 180.00	\$ 90.00	\$ 190.00	\$ 95.00		
Excavation for:	Xfmr Pad 8'X8'X20"	0	\$ 250.00	\$ -	\$ 260.00	\$ -	\$ 270.00	\$ -		
Excavation for and Installation of:	Xfmr Pad 5'X5'X20"	12	\$ 390.00	\$ 4,680.00	\$ 400.00	\$ 4,800.00	\$ 410.00	\$ 4,920.00		
Excavation for and Installation of:	Xfmr Pad 8'X8'X20"	1	\$ 450.00	\$ 450.00	\$ 460.00	\$ 460.00	\$ 470.00	\$ 470.00		
Excavation for:	Splice Box 28"X40"X30"	3	\$ 120.00	\$ 360.00	\$ 130.00	\$ 390.00	\$ 140.00	\$ 420.00		
Excavation for:	Splice Box 40"X50"X22"	1.5	\$ 180.00	\$ 270.00	\$ 190.00	\$ 285.00	\$ 200.00	\$ 300.00		
Excavation for and Installation of:	Splice Box 28"X40"X30"	21.5	\$ 490.00	\$ 10,535.00	\$ 495.00	\$ 10,642.50	\$ 500.00	\$ 10,750.00		
Excavation for and Installation of:	Splice Box 40"X50"X22"	3	\$ 540.00	\$ 1,620.00	\$ 550.00	\$ 1,650.00	\$ 560.00	\$ 1,680.00		
Conduit/ft. (Material and Installation):	1 1/2" (Orange) w/ pull line	14416.5	\$ 1.10	\$ 15,858.15	\$ 1.20	\$ 17,299.80	\$ 1.30	\$ 18,741.45		
Conduit/ft. (Material and Installation):	2"	7963.5	\$ 1.30	\$ 10,352.55	\$ 1.40	\$ 11,148.90	\$ 1.50	\$ 11,945.25		
Conduit/ft. (Material and Installation):	4"	6315.5	\$ 3.70	\$ 23,367.35	\$ 4.00	\$ 25,262.00	\$ 4.30	\$ 27,156.65		
Conduit/ft. (Material and Installation):	5"	50	\$ 6.00	\$ 300.00	\$ 6.20	\$ 310.00	\$ 6.50	\$ 325.00		
Conduit/ft. (Material and Installation):	6"	0	\$ 7.00	\$ -	\$ 7.50	\$ -	\$ 8.00	\$ -		
Bore/Ream Size/ft.:	3"	70	\$ 8.00	\$ 560.00	\$ 8.50	\$ 595.00	\$ 9.00	\$ 630.00		
Bore/Ream Size/ft.:	4"	3127	\$ 9.25	\$ 28,924.75	\$ 9.50	\$ 29,706.50	\$ 9.75	\$ 30,488.25		
Bore/Ream Size/ft.:	6"	5421.5	\$ 11.00	\$ 59,636.50	\$ 11.25	\$ 60,991.88	\$ 11.50	\$ 62,347.25		
Bore/Ream Size/ft.:	8"	4493	\$ 14.00	\$ 62,902.00	\$ 14.50	\$ 64,148.50	\$ 15.00	\$ 65,395.00		
Bore/Ream Size/ft.:	10"	752.5	\$ 17.00	\$ 12,792.50	\$ 17.50	\$ 13,168.75	\$ 18.00	\$ 13,545.00		
Bore/Ream Size/ft.:	12"	322	\$ 21.00	\$ 6,762.00	\$ 21.50	\$ 6,923.00	\$ 22.00	\$ 7,084.00		
Bore/Ream Size/ft.:	14"	117.5	\$ 35.00	\$ 4,112.50	\$ 35.50	\$ 2,996.25	\$ 36.00	\$ 3,055.00		
Bore/Ream Size/ft.:	18"	0	\$ 34.00	\$ -	\$ 36.00	\$ -	\$ 38.00	\$ -		
Tie into Existing Manhole:	First Conduit	7.5	\$ 510.00	\$ 3,825.00	\$ 530.00	\$ 3,975.00	\$ 560.00	\$ 4,200.00		
Tie into Existing Manhole:	Additional Conduits	6.5	\$ 120.00	\$ 780.00	\$ 125.00	\$ 812.50	\$ 130.00	\$ 845.00		
Tie into Existing Splice Box:	First Conduit	32.5	\$ 390.00	\$ 12,675.00	\$ 400.00	\$ 13,000.00	\$ 410.00	\$ 13,325.00		
Tie into Existing Splice Box:	Additional Conduits	0.5	\$ 26.00	\$ 13.00	\$ 28.00	\$ 14.00	\$ 30.00	\$ 15.00		
E-Loc Couplings or Approved Equivalent (Material and Labor):	1 1/4"	30	\$ 8.00	\$ 240.00	\$ 8.50	\$ 255.00	\$ 9.00	\$ 270.00		
E-Loc Couplings or Approved Equivalent (Material and Labor):	2"	32	\$ 10.50	\$ 336.00	\$ 11.50	\$ 368.00	\$ 12.00	\$ 384.00		
E-Loc Couplings or Approved Equivalent (Material and Labor):	4"	70	\$ 24.00	\$ 1,680.00	\$ 25.00	\$ 1,750.00	\$ 26.00	\$ 1,820.00		
E-Loc Couplings or Approved Equivalent (Material and Labor):	5"	0	\$ 40.00	\$ -	\$ 41.00	\$ -	\$ 42.00	\$ -		
E-Loc Couplings or Approved Equivalent (Material and Labor):	6"	0	\$ 45.00	\$ -	\$ 46.00	\$ -	\$ 47.00	\$ -		
Fusion Butt Splice (Material and Labor):	2"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -		
Fusion Butt Splice (Material and Labor):	4"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -		
Fusion Butt Splice (Material and Labor):	5"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -		
Fusion Butt Splice (Material and Labor):	6"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -		
90° Bends (Material Only, Steel):	2" - 18" Sweep	12	\$ 45.00	\$ 540.00	\$ 47.00	\$ 564.00	\$ 48.00	\$ 576.00		
90° Bends (Material Only, PVC):	2" - 18" Sweep	2	\$ 11.00	\$ 22.00	\$ 12.00	\$ 24.00	\$ 12.90	\$ 25.80		
90° Bends (Installation Only):	2" - 18" Sweep	14	\$ 42.00	\$ 588.00	\$ 44.00	\$ 616.00	\$ 46.00	\$ 644.00		
90° Bends (Material Only, Steel):	2" - 24" Sweep	0	\$ 54.00	\$ -	\$ 56.00	\$ -	\$ 58.00	\$ -		
90° Bends (Material Only, PVC):	2" - 24" Sweep	3.5	\$ 11.00	\$ 38.50	\$ 12.00	\$ 42.00	\$ 12.90	\$ 45.15		
90° Bends (Installation Only):	2" - 24" Sweep	3.5	\$ 42.00	\$ 147.00	\$ 44.00	\$ 154.00	\$ 46.00	\$ 161.00		
10' Steel Conduit w/coupling (Material Only):	2"	10.5	\$ 67.00	\$ 703.50	\$ 68.50	\$ 719.25	\$ 70.00	\$ 735.00		
10' Steel Conduit w/coupling (Installation Only):	2"	11	\$ 38.00	\$ 418.00	\$ 39.00	\$ 429.00	\$ 41.00	\$ 451.00		
10' PVC Conduit w/coupling (Material Only):	2"	2.5	\$ 25.00	\$ 62.50	\$ 26.00	\$ 65.00	\$ 27.00	\$ 67.50		
10' PVC Conduit w/coupling (Installation Only):	2"	3	\$ 37.00	\$ 111.00	\$ 38.00	\$ 114.00	\$ 40.00	\$ 120.00		
90° Bends (Material Only, Steel):	4" - 24" Sweep	2.5	\$ 120.00	\$ 300.00	\$ 130.00	\$ 325.00	\$ 140.00	\$ 350.00		
90° Bends (Material Only, PVC):	4" - 24" Sweep	62.5	\$ 30.00	\$ 1,875.00	\$ 32.00	\$ 2,000.00	\$ 34.00	\$ 2,125.00		
90° Bends (Installation Only):	4" - 24" Sweep	65.5	\$ 44.00	\$ 2,882.00	\$ 46.00	\$ 3,013.00	\$ 48.00	\$ 3,144.00		
90° Bends (Material Only, Steel):	4" - 36" Sweep	5	\$ 140.00	\$ 700.00	\$ 145.00	\$ 725.00	\$ 150.00	\$ 750.00		
90° Bends (Material Only, PVC):	4" - 36" Sweep	10.5	\$ 45.00	\$ 472.50	\$ 47.50	\$ 498.75	\$ 50.00	\$ 525.00		
90° Bends (Installation Only):	4" - 36" Sweep	15	\$ 70.00	\$ 1,050.00	\$ 72.50	\$ 1,087.50	\$ 75.00	\$ 1,125.00		
10' Steel Conduit w/coupling (Material Only):	4"	10	\$ 190.00	\$ 1,900.00	\$ 195.00	\$ 1,950.00	\$ 200.00	\$ 2,000.00		
10' Steel Conduit w/coupling (Installation Only):	4"	10.5	\$ 40.00	\$ 420.00	\$ 42.50	\$ 446.25	\$ 45.00	\$ 472.50		
10' PVC Conduit w/coupling (Material Only):	4"	17.5	\$ 60.00	\$ 1,050.00	\$ 70.00	\$ 1,225.00	\$ 80.00	\$ 1,400.00		
10' PVC Conduit w/coupling (Installation Only):	4"	16.5	\$ 35.00	\$ 577.50	\$ 37.50	\$ 618.75	\$ 40.00	\$ 660.00		
90° Bends (Material Only, Steel):	5" - 36" Sweep	0	\$ 390.00	\$ -	\$ 410.00	\$ -	\$ 430.00	\$ -		
90° Bends (Material Only, PVC):	5" - 36" Sweep	0	\$ 70.00	\$ -	\$ 75.00	\$ -	\$ 80.00	\$ -		
90° Bends (Installation Only):	5" - 36" Sweep	0	\$ 75.00	\$ -	\$ 76.00	\$ -	\$ 77.00	\$ -		
90° Bends (Material Only, Steel):	5" - 48" Sweep	0	\$ 430.00	\$ -	\$ 440.00	\$ -	\$ 450.00	\$ -		
90° Bends (Material Only, PVC):	5" - 48" Sweep	0	\$ 85.00	\$ -	\$ 90.00	\$ -	\$ 95.00	\$ -		
90° Bends (Installation Only):	5" - 48" Sweep	0	\$ 80.00	\$ -	\$ 90.00	\$ -	\$ 100.00	\$ -		
10' Steel Conduit w/coupling (Material Only):	5"	0	\$ 300.00	\$ -	\$ 310.00	\$ -	\$ 320.00	\$ -		
10' Steel Conduit w/coupling (Installation Only):	5"	0	\$ 45.00	\$ -	\$ 50.00	\$ -	\$ 55.00	\$ -		
10' PVC Conduit w/coupling (Material Only):	5"	0	\$ 80.00	\$ -	\$ 85.00	\$ -	\$ 90.00	\$ -		
10' PVC Conduit w/coupling (Installation Only):	5"	0	\$ 45.00	\$ -	\$ 50.00	\$ -	\$ 55.00	\$ -		
90° Bends (Material Only, Steel):	6" - 48" Sweep	0	\$ 390.00	\$ -	\$ 400.00	\$ -	\$ 410.00	\$ -		
90° Bends (Material Only, PVC):	6" - 48" Sweep	0	\$ 120.00	\$ -	\$ 125.00	\$ -	\$ 130.00	\$ -		
90° Bends (Installation Only):	6" - 48" Sweep	0	\$ 100.00	\$ -	\$ 105.00	\$ -	\$ 110.00	\$ -		
90° Bends (Material Only, Steel):	6" - 60" Sweep	0	\$ 550.00	\$ -	\$ 560.00	\$ -	\$ 570.00	\$ -		
90° Bends (Material Only, PVC):	6" - 60" Sweep	0	\$ 160.00	\$ -	\$ 170.00	\$ -	\$ 180.00	\$ -		
90° Bends (Installation Only):	6" - 60" Sweep	0	\$ 120.00	\$ -	\$ 125.00	\$ -	\$ 130.00	\$ -		
10' Steel Conduit w/coupling (Material Only):	6"	0	\$ 390.00	\$ -	\$ 410.00	\$ -	\$ 420.00	\$ -		
10' Steel Conduit w/coupling (Installation Only):	6"	0	\$ 50.00	\$ -	\$ 55.00	\$ -	\$ 60.00	\$ -		
10' PVC Conduit w/coupling (Material Only):	6"	0	\$ 100.00	\$ -	\$ 110.00	\$ -	\$ 120.00	\$ -		
10' PVC Conduit w/coupling (Installation Only):	6"	0	\$ 50.00	\$ -	\$ 55.00	\$ -	\$ 60.00	\$ -		
Color Coded (Markup for red color or striped conduits):	2"	983.5	\$ 0.10	\$ 98.35	\$ 0.20	\$ 196.70	\$ 0.30	\$ 295.05		
Color Coded (Markup for red color or striped conduits):	4"	0	\$ 0.10	\$ -	\$ 0.20	\$ -	\$ 0.30	\$ -		
Color Coded (Markup for red color or striped conduits):	5"	0	\$ 0.10	\$ -	\$ 0.20	\$ -	\$ 0.30	\$ -		
Color Coded (Markup for red color or striped conduits):	6"	0	\$ 0.10	\$ -	\$ 0.20	\$ -	\$ 0.30	\$ -		
Hourly Labor Rates:	Foreman	119.5	\$ 104.00	\$ 12,428.00	\$ 108.00	\$ 12,906.00	\$ 112.00	\$ 13,384.00		
Hourly Labor Rates:	Laborer	301	\$ 84.00	\$ 25,284.00	\$ 86.00	\$ 25,886.00	\$ 88.00	\$ 26,488.00		
Hourly Equipment Rates:	Pickup Truck	147.75	\$ 50.00	\$ 7,387.50	\$ 52.50	\$ 7,756.88	\$ 55.00	\$ 8,126.25		
Hourly Equipment Rates:	Dump Truck	10	\$ 78.00	\$ 780.00	\$ 83.00	\$ 830.00	\$ 88.00	\$ 880.00		
Hourly Equipment Rates:	Mini Excavator w/trailer	71.75	\$ 68.00	\$ 4,879.00	\$ 73.00	\$ 5,237.75	\$ 75.00	\$ 5,381.25		
Hourly Equipment Rates:	Air Compressor	0	\$ 40.00	\$ -	\$ 42.00	\$ -	\$ 44.00	\$ -		
Traffic Ballands:	Install 4" steel pipe filled with concrete	1	\$ 450.00	\$ 450.00	\$ 460.00	\$ 460.00	\$ 470.00	\$ 470.00		



Agenda Item Executive Summary

Title: Resolution No. R-84-2020: Purchase of Two Water & Electric Department Vehicles (Adoption)

Presenter: Brian L. Keys, Director of Water & Electric

Agenda Date: 12/15/2020

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

Consent: YES NO

Item History:

The FY2021 Water & Electric Budgets contain funding for the replacement of two pickup trucks (Truck #64 & Truck #52).

Executive Summary:

The FY2021 budgets for the Water Fund and Electric Fund contain funding for the replacement of two pickup trucks. Truck #64 is a 2007 Dodge Dakota Truck with 76,246 miles. This vehicle is a mid-size four wheel drive pickup used by the individual performing utility locates. Staff is recommending replacement of the vehicle due to its age and material condition. The second vehicle, Truck #52, is a 2014 Ford F150 truck used by the Distribution Superintendent. This vehicle is a full-size four wheel drive pickup with 110,000 miles. Staff is recommending replacement of this vehicle due to its age and mileage.

Staff has identified the Ford F150 four-wheel drive pickup as a suitable replacement vehicle for both replacements on the Suburban Purchasing Cooperative Contract #187. The Suburban Purchasing Cooperative is a joint purchasing program sponsored by the Northwest Municipal Conference, DuPage Mayors & Managers Conference, South Suburban Mayors and Managers Association, and the Will County Governmental League. The cooperative benefits governmental entities by aggregating their purchasing power.

The Suburban Purchasing Cooperative's Contract #187 was awarded to Roesch Ford in Bensenville, Illinois. The total cost of the two vehicles under the cooperative contract is \$76,123. The vehicle specifications have been attached for reference.

The adopted FY2021 Water & Electric Fund Budgets (account #'s: 500.40.01-542 & 520.60.01-542) contain \$98,000 for the replacement of the two vehicles. Upon receipt of the vehicles, the trucks will be outfitted with additional equipment (equipment drawers/slides, bed covers, etc.).

Resolution No. R-84-2020 authorizes an agreement with Roesch Ford for the purchase of the two new vehicles.

Recommendation:

Consider adoption of Resolution No. R-84-2020 approving the purchase of two Water & Electric Department vehicles from Roesch Ford under Suburban Purchasing Cooperative Contract #187 in an amount not to exceed \$76,123.

Attachments:

- 1) Resolution No. R-84-2020
- 2) Specifications for Truck #64
- 3) Specifications for Truck #52
- 4) Suburban Purchasing Cooperative Contract #187 renewal with Roesch Ford dated November 16, 2020

**A RESOLUTION APPROVING THE PURCHASE OF
TWO WATER & ELECTRIC DEPARTMENT VEHICLES**

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

WHEREAS, the Village of Winnetka ("**Village**") is a member of the Northwest Municipal Conference ("**NWMC**"), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the Village participates in the Suburban Purchasing Cooperative ("**SPC**"), a program jointly sponsored by the NWMC with other governmental associations, which permits local governments to purchase commodities and services according to contracts negotiated by the SPC, resulting in significant savings for the Village; and

WHEREAS, the Village Water & Electric Department ("**Department**") has identified the need to purchase and outfit two 2021 Ford F150 XL Pickup Trucks ("**New Vehicles**"); and

WHEREAS, the SPC sought bids for the award of a contract for the purchase and outfitting of the New Vehicles ("**Purchase Contract**"); and

WHEREAS, the SPC identified Roesch Motors, of Bensenville, Illinois ("**Vendor**"), as the low responsible bidder for the Purchase Contract with a total purchase price for both New Vehicles of \$76,123; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase the New Vehicles from Vendor, in the amount of \$76,123, in accordance with the SPC and the Purchase Contract;

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

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

SECTION 2. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the New Vehicles from Vendor, in the total amount not to exceed \$76,123, in accordance with the SPC and Purchase Contract.

SECTION 3. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the New Vehicles from Vendor.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 15 day of December, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

December 15, 2020

R-84-2020



2021 FORD F-150 XL 4X2

PICKUP

CONTRACT # 187



Tentative Order Cut-Off June 2020

ROESCH FORD COMMERCIAL TRUCK CENTER

Brian Kilduff

briankilduff@roeschtrucks.com

630-279-6000 X2245

www.roeschford.com

SUBURBAN PURCHASING COOPERATIVE (SPC) PFP

#187

2021 Ford F-150 Regular Cab

Plus Option Packages & Other Options

2021 Ford F-150 XL Regular Cab

STANDARD EQUIPMENT

Dealer Agrees to Furnish Price/Total Bid as Specified
With All Standard Equipment Below with No Deletions:

\$19,850.00

Destination & Delivery Charges Included

3 Year 36,000 Mile Limited Bumper to Bumper
Warranty

5 Year 60,000 Powertrain Warranty

Free Delivery Within 50 Miles of Dealership

REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES STANDARD EQUIPMENT

MECHANICAL

- 3.3L V6 PFDI with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x2/4x4; NA with 157" or 163.7" WB)
- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard 4x2 with 157" or 163.7" WB)
- 5.0L V8 with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x4 with 157" or 163.7" WB)
- 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- ★ Auto Hold
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Trail – 4x2 only
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Deep Snow/Sand, Mud/Rut – 4x4 only
- Electronic Ten-Speed Automatic Transmission (NA w/★3.5L PowerBoost Full Hybrid V6 Engine)
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- 170 Degree Rear-Door (SuperCab)
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
 - Standard Range 23 Gallon (Regular Cab and SuperCab)
 - Standard Range 26 Gallon (SuperCrew®)
- Fully Boxed Steel Frame
- Grille – Black two-bar style with black surround and black accents
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Manual Glass with Black Skull Caps
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate Lift Assist
- Tailgate – removable with key lock
- Tires
 - 245/70R 17 BSW all-season tires (A/S) BSW 4x2
 - 265/70R 17 OWL all-terrain tires (A/T) 4x2 – Diesel SuperCrew® 157"
 - 265/70R 17 OWL all-terrain tires (A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" silver steel
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 1st Row Manual Windows (Regular Cab and SuperCab)
- 1st Row Power Windows (SuperCrew®)

INTERIOR/COMFORT (continued)

- 2nd Row Fixed Windows (SuperCab)
- 2nd Row Power Windows (SuperCrew®)
- 4" Productivity Screen in Instrument Cluster
- Center-stack
 - 8" Screen
 - Audio Controls
 - USB charging ports – two (2)
 - USB data charging ports – two (2)
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Auxiliary Audio Input Jack
- Black Vinyl Floor Covering
- Compass Display in Instrument Cluster
- Dome Light
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
 - Front – A-Pillar, Driver and Passenger Side
 - Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Manual Air Conditioning, Single Zone
- Manual Locks
- Outside Temperature Display
- Powerpoint 12V
- ★ Pro Power Onboard – 2.4KW (★3.5L PowerBoost Full Hybrid V6 Engine only)
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, Front
 - Cloth 40/20/40
 - 2-Way manual driver/passenger
 - Armrest
- Seat, Rear
 - Cloth
 - USB charging ports – two (2)
 - 60/40 flip-up split seat (SuperCab)
 - 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
 - Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Curve Control
- Halogen Headlamps
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)

FORD CO-PILOT360™ TECHNOLOGY

- Autolamp – Auto On/Off Headlamps
- Auto High Beams
- Lane-Keeping System
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Rear View Camera with Dynamic Hitch Assist

★ = New for this model year

REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES
STANDARD EQUIPMENT

FUNCTIONAL

- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- FordPass Connect™ (4G)
 - 4G LTE Wi-Fi hotspot connects up to 10 devices¹
 - Schedule specific times to remotely start vehicle²
 - Locate parked vehicle²
 - Check vehicle status²

Note: Ford Telematics™ and Data Services Prep included for Fleet ONLY: FordPass Connect™ 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673)

- Hill Start Assist
- ★ SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/App Catalog
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility
 - Digital Owner's Manual

¹ Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

² FordPass Connect (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.

★ = New for this model year

<input type="checkbox"/>	Item/Description	Code	Price
<input type="checkbox"/>	Regular Cab XL 4x4	F1E	\$3,625.00
<input type="checkbox"/>	SuperCab XL 4x2	X1C	\$2,804.00
<input checked="" type="checkbox"/>	SuperCab XL 4x4	X1E	\$5,092.00
<input type="checkbox"/>	SuperCrew XL 4x2	W1C	\$5,356.00
<input type="checkbox"/>	SuperCrew XL 4x4	W1E	\$9,085.00
Free Standing Options			
<input type="checkbox"/>	Axle Upgrade	XL	\$525.00
<input checked="" type="checkbox"/>	LT245/OR17E BSW all terrain tires	T7C	\$272.00
<input type="checkbox"/>	Skid Plates	413	\$148.00
<input checked="" type="checkbox"/>	Floor Liner — Tray style	47R	\$148.00
<input type="checkbox"/>	Snow Plow Prep	68P	\$47.00
<input type="checkbox"/>	Trailer Tow Package -Incl. Pro Trailer Backup Assist (47E) Note: Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S) Note: Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately	53A	\$916.00
<input checked="" type="checkbox"/>	Backup Alarm System	85H	\$115.00
<input checked="" type="checkbox"/>	Black Platform Running Boards	18B	\$231.00
<input type="checkbox"/>	Box Side Steps	63S	\$299.00
<input type="checkbox"/>	BoxLink (includes four (4) premium locking cleats)	55B	\$73.00
<input type="checkbox"/>	Chrome front and rear bumpers (requires 595 Fog Lamps)	17C	\$161.00
<input type="checkbox"/>	Daytime Running Lamps (DRL) Note: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) (On/Off Cluster Controllable)	942	\$41.00
<input type="checkbox"/>	Engine Block Heater	41H	\$83.00
<input type="checkbox"/>	Fog Lamps	595	\$128.00
<input type="checkbox"/>	Foldable Pickup Box Bed Extender	63E	\$231.00
<input type="checkbox"/>	Front License Plate Bracket (standard in states where required by law, opt. to all others)	153	N/C
<input checked="" type="checkbox"/>	Integrated Trailer Brake Controller	67T	\$253.00
<input checked="" type="checkbox"/>	Manual-folding, Power Glass Sideview Mirrors with Heat, Turn Signal, AutoDimming Feature (Driver's Side), High-intensity LED Security Approach Lamps, LED Sideview mirror lights and Black Skull Caps (incl. interior autodimming rearview mirror) (req. Rear-Window, Fixed Privacy Glass with Defroster 924/57Q)	54R/59S	\$280.00/\$161.00
<input type="checkbox"/>	Manual-folding, Manually Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, LED Sideview mirror lights and Black Skull Caps (Req. 53A Trailer Tow Pkg. and Rear-Window, Fixed Privacy Glass with Defroster 924/57Q)	54Y/59S	\$364.00/\$161.00
<input type="checkbox"/>	Power Passenger Seat 10-way	61P	\$323.00
<input type="checkbox"/>	Power-Sliding Rear-Window with Privacy Glass and Defroster Note: N/A with option 54R or 54Y	435/57QtT	\$323.00/\$203.00
<input type="checkbox"/>	Rear-Window, Fixed Privacy Glass with Defroster	924/57Q	\$92.00/\$203.00
<input checked="" type="checkbox"/>	Reverse Sensing System	76R	\$253.00
<input type="checkbox"/>	Single-w/SiriusXM Radio Note: Includes a 6-month prepaid subscription. Service is not available in Alaska and Hawaii.	582	\$180.00
<input type="checkbox"/>	Tailgate Step (with Tailgate Lift Assist)	63T	\$345.00
Factory Invoiced Accessories (FIA) shipped separately from the vehicle for dealer installation			
<input type="checkbox"/>	Bed Divider (req. 55B BoxLink TM; NA with 90R Stowable Loading Ramps)	90D	\$272.00
<input type="checkbox"/>	Tonneau Pickup Box Cover — Hard (NA with 90R Stowable Loading Ramps) Note: Tonneau cover does not provide a permanent seal from dust & moisture intrusion	96X	\$916.00
<input type="checkbox"/>	Tonneau Pickup Box Cover — Soft Folding (NA with 90R Stowable Loading Ramps) Note: Tonneau cover does not provide a permanent seal from dust and moisture intrusion	96T	\$483.00
Custom Accessories Pre-Installed			
<input type="checkbox"/>	Drop-in Bedliner	96P	\$323.00
<input type="checkbox"/>	Red / Blue LED Warning Strobes — custom accessory, pre-installed; includes two (2) LED warning lights visible on either side of stop light bar and two (2) LED lights visible between lower windshield and hood (Driver side — Red / Passenger side — Blue) Note: Not available with Amber LED Warning Strobes 94S	94R	\$667.00
<input checked="" type="checkbox"/>	Amber LED Warning Strobes — custom accessory, pre-installed; includes two (2) LED Amber warning lights visible on either side of stop light bar and two (2) LED Amber lights visible between lower windshield and hood Note: Not available with Red Blue LED Warnin Strobes 94R	94S	\$621.00
<input type="checkbox"/>	Spray-in Bedliner	96W	\$548.00

<input type="checkbox"/>	Stowable Loading Ramps (req. 55B BoxLinkTM; NA with 90D Bed Divider, 96X Tonneau Pickup Box Cover — Hard or 96T Tonneau Pickup Box Cover — Soft Folding)	90R	\$548.00
Interior			
<input checked="" type="checkbox"/>	Key Interior Colors Black / Medium Earth Gray	AG	N/C
<input type="checkbox"/>	Cloth 40/20/40 Front Seat (standard)		N/C
<input type="checkbox"/>	Vinyl 40/24/40 Front-Seat	AG	N/C
Seat Color			
<input type="checkbox"/>	Stone Gray	D1	N/C
<input type="checkbox"/>	Med Earth Gray		N/C
<input type="checkbox"/>	Dark Gray		N/C
<input type="checkbox"/>	Agate Black	UM	N/C
<input type="checkbox"/>	Carbonized Grate	M7	N/C
<input type="checkbox"/>	Antimaster Blue	HX	N/C
<input type="checkbox"/>	Race Red	PQ	N/C
<input type="checkbox"/>	Velocity Blue	E7	N/A
<input type="checkbox"/>	Iconic Silver	JS	N/C
<input checked="" type="checkbox"/>	Oxford White	YZ	N/C
<input type="checkbox"/>	Velocity Blue	E7	N/C
<input type="checkbox"/>	Green	GR	\$608.00
<input type="checkbox"/>	Orange	MB	\$608.00
<input type="checkbox"/>	School Bus Yellow	B1	\$608.00
<input type="checkbox"/>	Vermillion Red	E4	\$608.00
<input type="checkbox"/>	Yellow	AT	\$608.00
Other			
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor		\$730.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep		\$1,480.00
<input type="checkbox"/>	Engine Idle Shut Down (N/A with reverse sensing)Duration__ Minutes		\$257.00
<input type="checkbox"/>	Full Size Spare with Box Delete Option		N/A
<input type="checkbox"/>	Spare Tire Delete for Pick Up		N/A
<input checked="" type="checkbox"/>	Detailed CD Rom Shop Manual		\$295.00
<input type="checkbox"/>	Delivery More than 50 Miles		\$150.00
<input checked="" type="checkbox"/>	License & Title — M Plates (Shipped)		\$158.00
Series			
<input type="checkbox"/>	Regular Cab 4x2 6.5' Box 122.5"	FIC	\$19,850.00
<input type="checkbox"/>	Regular Cab 4x4 6.5' Box 122.5"	FIE	\$23,475.00
<input type="checkbox"/>	Regular Cab 4x2 8' Box 141"	FIC	\$20,135.00
<input type="checkbox"/>	Regular Cab 4x4 8' Box 141"	FIE	\$3,910.00
<input type="checkbox"/>	SuperCab 4x2 6.5' Box 145"	XIC	\$2,804.00
<input checked="" type="checkbox"/>	SuperCab 4x4 6.5' Box 145"	XIE	\$5,092.00
<input type="checkbox"/>	SuperCab 8' Box 163.7"	XIC	\$4,089.00
<input type="checkbox"/>	SuperCab 4x4 8' Box 163.7"	XIE	\$7,377.00
<input type="checkbox"/>	supercrew 5.5' Box 145"	WIC	\$5,356.00
<input type="checkbox"/>	supercrew 4x4 5.5' Box 145"	WIE	\$9,085.00
<input type="checkbox"/>	supercrew 4x2 6.5' Box 157"	WIC	\$7,790.00
<input type="checkbox"/>	supercrew 4x4 6.5' Box 157"	WIE	\$10,760.00
<input type="checkbox"/>	3.3L V6 PFDI with Auto Start-Stop & Flex Fuel Capacity	99B	N/C
<input type="checkbox"/>	2.7L V6 EcoBoost with Auto Start-Stop — Standard on 4x2 with 157" or 163.7" WB	99P	\$916.00
<input checked="" type="checkbox"/>	5.0L V8 with Auto Start-Stop & Flex-Fuel Capability standard on 4x4 with 157" or 163.7" WB	995	\$1,836.00
<input type="checkbox"/>	3.5L V6 EcoBoost with Auto Start-Stop	994	\$2,388.00
<input type="checkbox"/>	3.0L Valve DOHN Power Stroke V6 Turbo Diesel B20 with Auto Start-Stop	991	\$4,596.00
<input type="checkbox"/>	Electronic 10-Speed Automatic Transmission with Selectable Drive Modes	44G	STD
Equipment Group			
<input checked="" type="checkbox"/>	XL Power Equipment Group REG CAB/ OTHER	85A	\$893.00/\$1077.00
<input type="checkbox"/>	4.2" Productivity Screen with compass in instrument cluster INCLUDED IN 101A		N/C
<input type="checkbox"/>	SYNC Enhanced Voice Recognition Communications & Entertainment System	52P	STD
<input type="checkbox"/>	XL Chrome Appearance Package	86A	\$553.00
<input type="checkbox"/>	FX4 Off Road Package	55A	\$832.00
<input type="checkbox"/>	CNG/Propane Gaseous Engine Prep Pack	98G	\$289.00
<input checked="" type="checkbox"/>	Class IV Trailer Hitch	53B	\$88.00
<input checked="" type="checkbox"/>	Cruise Control		\$225.00

<input type="checkbox"/>	FX4 Off Road Package	55A	\$832.00
<input type="checkbox"/>	CNG/Propane Gaseous Engine Prep Pack	98G	\$289.00
<input type="checkbox"/>	Class IV Trailer Hitch	53B	\$88.00
<input checked="" type="checkbox"/>	Max Trailer Tow Package	53C	\$1,192.00
<input type="checkbox"/>	2.7L V6 EcoBoost Payload Package	622	\$691.00
<input type="checkbox"/>	Heavy Duty Payload Package	627	\$1,560.00
Additional Options (please list)			
<input type="checkbox"/>	Premium Care Ext. Warranty 6yr/75,000 Mile 4x2		\$1,690.00
<input type="checkbox"/>	Premium Care Ext. Warranty 7yr/75,000 Mile 4x2		\$1,950.00
<input type="checkbox"/>	Premium Care Ext. Warranty 6yr/75,000 Mile 4x4		\$2,385.00
<input type="checkbox"/>	Premium Care Ext. Warranty 7yr/75,000 Mile 4x4		\$2,685.00
<input checked="" type="checkbox"/>	Wheel Well Liners		\$195.00
<input checked="" type="checkbox"/>	Mud Guards (4)		\$195.00
<input type="checkbox"/>	Rustproofing		\$375.00
<input type="checkbox"/>	Undercoating		\$250.00
<input checked="" type="checkbox"/>	Corner Strobes-LED (4)		\$895.00
<input type="checkbox"/>	7.5 Western Plow- PRO		\$5,225.00
<input type="checkbox"/>	XLT PKG 300A		\$3,932.00
<input type="checkbox"/>	XLT PKG 301A		\$4,961.00
<input checked="" type="checkbox"/>	XL-Equipment Group 101A		\$1,891.00
<input type="checkbox"/>	XL-Sport Appearance PKG		\$713.00
<input type="checkbox"/>	Snow Deflector		\$259.00
<input type="checkbox"/>	Chip Key (Key Only)		\$135.00
<input checked="" type="checkbox"/>	Extra Key - Flob		\$295.00
<input type="checkbox"/>	Carpeting XL PKG		\$139.00
<input checked="" type="checkbox"/>	Seating-XL 40/Console/40 Cloth		\$272.00
<input type="checkbox"/>	SSV- Special Service Vehicle PKG 40/Blank/40		\$47.00
<input checked="" type="checkbox"/>	BLIS - Cross Traffic Alert -XLT		\$543.00
<input type="checkbox"/>	Adaptive Cruise Control -XLT		\$1,151.00
<input type="checkbox"/>	Manual Telescoping/Power Glass Trailer Tow Mirror	54Y	\$364.00
<input type="checkbox"/>	Remote Start-Ford Aftermarket		\$425.00
<input checked="" type="checkbox"/>	Delete Carpeting XLT		N/C
<input type="checkbox"/>	8 Way Power Driver Seat	91P	\$330.00
<input type="checkbox"/>	110V/400W Outlet (1) Outlet	91V	\$200.00

Please enter the following:

Agency Name & Address Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Contact Name Brian Keys

Phone Number 847-716-3556

Purchase Order Number _____

Total Dollar Amount \$36,272.00

Total Number of Units (1)

Tax Exempt Number _____

Delivery Address 1390 Willow Road
Winnetka, IL 60093

Please Submit P.O. & Tax Exempt Letter with Vehicle Order:

Roesch Ford Commercial Truck Center
333 W. Grand Ave.
Bensenville, IL 60106
Phone: (630)279-6000
Fax: (630)451-3509
Contact: Brian Kilduff
Brian Kilduff briankilduff@roeschtrucks.com
Fred Seng fredseng@roeschtrucks.com
Patti Ferrarini pattiferrarini@roeschtrucks.com

If We Have Missed An Option, Please Contact Our Office

Attachment 3



2021 FORD F-150 XL 4X2

PICKUP

CONTRACT # 187



Tentative Order Cut-Off June 2020

ROESCH FORD COMMERCIAL TRUCK CENTER

Brian Kilduff

briankilduff@roeschtrucks.com

630-279-6000 X2245

www.roeschford.com

**SUBURBAN PURCHASING COOPERATIVE (SPC) PFP
#187**

2021 Ford F-150 Regular Cab
Plus Option Packages & Other Options

2021 Ford F-150 XL Regular Cab
STANDARD EQUIPMENT

Dealer Agrees to Furnish Price/Total Bid as Specified
With All Standard Equipment Below with No Deletions:

\$19,850.00

Destination & Delivery Charges Included
3 Year 36,000 Mile Limited Bumper to Bumper
Warranty

5 Year 60,000 Powertrain Warranty

Free Delivery Within 50 Miles of Dealership

REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES STANDARD EQUIPMENT

MECHANICAL

- 3.3L V6 PFDI with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x2/4x4; NA with 157" or 163.7" WB)
- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard 4x2 with 157" or 163.7" WB)
- 5.0L V8 with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x4 with 157" or 163.7" WB)
- 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- ★ Auto Hold
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Trail – 4x2 only
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Deep Snow/Sand, Mud/Rut – 4x4 only
- Electronic Ten-Speed Automatic Transmission (NA w/★3.5L PowerBoost Full Hybrid V6 Engine)
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- 170 Degree Rear-Door (SuperCab)
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
 - Standard Range 23 Gallon (Regular Cab and SuperCab)
 - Standard Range 26 Gallon (SuperCrew®)
- Fully Boxed Steel Frame
- Grille – Black two-bar style with black surround and black accents
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Manual Glass with Black Skull Caps
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate Lift Assist
- Tailgate – removable with key lock
- Tires
 - 245/70R 17 BSW all-season tires (A/S) BSW 4x2
 - 265/70R 17 OWL all-terrain tires (A/T) 4x2 – Diesel SuperCrew® 157"
 - 265/70R 17 OWL all-terrain tires (A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" silver steel
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 1st Row Manual Windows (Regular Cab and SuperCab)
- 1st Row Power Windows (SuperCrew®)

INTERIOR/COMFORT (continued)

- 2nd Row Fixed Windows (SuperCab)
- 2nd Row Power Windows (SuperCrew®)
- 4" Productivity Screen in Instrument Cluster
- Center-stack
 - 8" Screen
 - Audio Controls
 - USB charging ports – two (2)
 - USB data charging ports – two (2)
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Auxiliary Audio Input Jack
- Black Vinyl Floor Covering
- Compass Display in Instrument Cluster
- Dome Light
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
 - Front – A-Pillar, Driver and Passenger Side
 - Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Manual Air Conditioning, Single Zone
- Manual Locks
- Outside Temperature Display
- Powerpoint 12V
- ★ Pro Power Onboard – 2.4KW (★3.5L PowerBoost Full Hybrid V6 Engine only)
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, Front
 - Cloth 40/20/40
 - 2-Way manual driver/passenger
 - Armrest
- Seat, Rear
 - Cloth
 - USB charging ports – two (2)
 - 60/40 flip-up split seat (SuperCab)
 - 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
 - Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Curve Control
- Halogen Headlamps
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)

FORD CO-PILOT360™ TECHNOLOGY

- Autolamp – Auto On/Off Headlamps
- Auto High Beams
- Lane-Keeping System
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Rear View Camera with Dynamic Hitch Assist

★ = New for this model year

REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES
STANDARD EQUIPMENT

FUNCTIONAL

- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- FordPass Connect™ (4G)
 - 4G LTE Wi-Fi hotspot connects up to 10 devices¹
 - Schedule specific times to remotely start vehicle²
 - Locate parked vehicle²
 - Check vehicle status²

Note: Ford Telematics™ and Data Services Prep included for Fleet ONLY: FordPass Connect™ 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673)

- Hill Start Assist
- ★ SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/App Catalog
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility
 - Digital Owner's Manual

¹ Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

² FordPass Connect (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.

★ = New for this model year

<input type="checkbox"/>	Item/Description	Code	Price
<input type="checkbox"/>	Regular Cab XL 4x4	F1E	\$3,625.00
<input type="checkbox"/>	SuperCab XL 4x2	X1C	\$2,804.00
<input checked="" type="checkbox"/>	SuperCab XL 4x4	X1E	\$5,092.00
<input type="checkbox"/>	SuperCrew XL 4x2	W1C	\$5,356.00
<input type="checkbox"/>	SuperCrew XL 4x4	W1E	\$9,085.00
Free Standing Options			
<input type="checkbox"/>	Axle Upgrade	XL	\$525.00
<input checked="" type="checkbox"/>	LT245/OR17E BSW all terrain tires	T7C	\$272.00
<input type="checkbox"/>	Skid Plates	413	\$148.00
<input checked="" type="checkbox"/>	Floor Liner — Tray style	47R	\$148.00
<input type="checkbox"/>	Snow Plow Prep	68P	\$47.00
<input type="checkbox"/>	Trailer Tow Package -Incl. Pro Trailer Backup Assist (47E) Note: Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S) Note: Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately	53A	\$916.00
<input type="checkbox"/>	Backup Alarm System	85H	\$115.00
<input checked="" type="checkbox"/>	Black Platform Running Boards	18B	\$231.00
<input type="checkbox"/>	Box Side Steps	63S	\$299.00
<input type="checkbox"/>	BoxLink (includes four (4) premium locking cleats)	55B	\$73.00
<input type="checkbox"/>	Chrome front and rear bumpers (requires 595 Fog Lamps)	17C	\$161.00
<input type="checkbox"/>	Daytime Running Lamps (DRL) Note: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) (On/Off Cluster Controllable)	942	\$41.00
<input type="checkbox"/>	Engine Block Heater	41H	\$83.00
<input type="checkbox"/>	Fog Lamps	595	\$128.00
<input type="checkbox"/>	Foldable Pickup Box Bed Extender	63E	\$231.00
<input type="checkbox"/>	Front License Plate Bracket (standard in states where required by law, opt. to all others)	153	N/C
<input checked="" type="checkbox"/>	Integrated Trailer Brake Controller	67T	\$253.00
<input checked="" type="checkbox"/>	Manual-folding, Power Glass Sideview Mirrors with Heat, Turn Signal, AutoDimming Feature (Driver's Side), High-intensity LED Security Approach Lamps, LED Sideview mirror lights and Black Skull Caps (incl. interior autodimming rearview mirror) (req. Rear-Window, Fixed Privacy Glass with Defroster 924/57Q)	54R/59S	\$280.00/\$161.00
<input type="checkbox"/>	Manual-folding, Manually Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, LED Sideview mirror lights and Black Skull Caps (Req. 53A Trailer Tow Pkg. and Rear-Window, Fixed Privacy Glass with Defroster 924/57Q)	54Y/59S	\$364.00/\$161.00
<input type="checkbox"/>	Power Passenger Seat 10-way	61P	\$323.00
<input type="checkbox"/>	Power-Sliding Rear-Window with Privacy Glass and Defroster Note: N/A with option 54R or 54Y	435/57QtT	\$323.00/\$203.00
<input type="checkbox"/>	Rear-Window, Fixed Privacy Glass with Defroster	924/57Q	\$92.00/\$203.00
<input checked="" type="checkbox"/>	Reverse Sensing System	76R	\$253.00
<input type="checkbox"/>	Single-w/SiriusXM Radio Note: Includes a 6-month prepaid subscription. Service is not available in Alaska and Hawaii.	582	\$180.00
<input type="checkbox"/>	Tailgate Step (with Tailgate Lift Assist)	63T	\$345.00
Factory Invoiced Accessories (FIA) shipped separately from the vehicle for dealer installation			
<input type="checkbox"/>	Bed Divider (req. 55B BoxLink TM; NA with 90R Stowable Loading Ramps)	90D	\$272.00
<input type="checkbox"/>	Tonneau Pickup Box Cover — Hard (NA with 90R Stowable Loading Ramps) Note: Tonneau cover does not provide a permanent seal from dust & moisture intrusion	96X	\$916.00
<input type="checkbox"/>	Tonneau Pickup Box Cover — Soft Folding (NA with 90R Stowable Loading Ramps) Note: Tonneau cover does not provide a permanent seal from dust and moisture intrusion	96T	\$483.00
Custom Accessories Pre-Installed			
<input type="checkbox"/>	Drop-in Bedliner	96P	\$323.00
<input type="checkbox"/>	Red / Blue LED Warning Strobes — custom accessory, pre-installed; includes two (2) LED warning lights visible on either side of stop light bar and two (2) LED lights visible between lower windshield and hood (Driver side — Red / Passenger side — Blue) Note: Not available with Amber LED Warning Strobes 94S	94R	\$667.00
<input checked="" type="checkbox"/>	Amber LED Warning Strobes — custom accessory, pre-installed; includes two (2) LED Amber warning lights visible on either side of stop light bar and two (2) LED Amber lights visible between lower windshield and hood Note: Not available with Red Blue LED Warnin Strobes 94R	94S	\$621.00
<input type="checkbox"/>	Spray-in Bedliner	96W	\$548.00

<input type="checkbox"/>	Stowable Loading Ramps (req. 55B BoxLinkTM; NA with 90D Bed Divider, 96X Tonneau Pickup Box Cover — Hard or 96T Tonneau Pickup Box Cover — Soft Folding)	90R	\$548.00
Interior			
<input checked="" type="checkbox"/>	Key Interior Colors Black / Medium Earth Gray	AG	N/C
<input type="checkbox"/>	Cloth 40/20/40 Front Seat (standard)		N/C
<input type="checkbox"/>	Vinyl 40/24/40 Front-Seat	AG	N/C
Seat Color			
<input type="checkbox"/>	Stone Gray	D1	N/C
<input type="checkbox"/>	Med Earth Gray		N/C
<input type="checkbox"/>	Dark Gray		N/C
<input checked="" type="checkbox"/>	Agate Black	UM	N/C
<input type="checkbox"/>	Carbonized Grate	M7	N/C
<input type="checkbox"/>	Antimaster Blue	HX	N/C
<input type="checkbox"/>	Race Red	PQ	N/C
<input type="checkbox"/>	Velocity Blue	E7	N/A
<input type="checkbox"/>	Iconic Silver	JS	N/C
<input type="checkbox"/>	Oxford White	YZ	N/C
<input type="checkbox"/>	Velocity Blue	E7	N/C
<input type="checkbox"/>	Green	GR	\$608.00
<input type="checkbox"/>	Orange	MB	\$608.00
<input type="checkbox"/>	School Bus Yellow	B1	\$608.00
<input type="checkbox"/>	Vermillion Red	E4	\$608.00
<input type="checkbox"/>	Yellow	AT	\$608.00
Other			
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor		\$730.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep		\$1,480.00
<input type="checkbox"/>	Engine Idle Shut Down (N/A with reverse sensing)Duration__ Minutes		\$257.00
<input type="checkbox"/>	Full Size Spare with Box Delete Option		N/A
<input type="checkbox"/>	Spare Tire Delete for Pick Up		N/A
<input type="checkbox"/>	Detailed CD Rom Shop Manual		\$295.00
<input type="checkbox"/>	Delivery More than 50 Miles		\$150.00
<input checked="" type="checkbox"/>	License & Title — M Plates (Shipped)		\$158.00
Series			
<input type="checkbox"/>	Regular Cab 4x2 6.5' Box 122.5"	FIC	\$19,850.00
<input type="checkbox"/>	Regular Cab 4x4 6.5' Box 122.5"	FIE	\$23,475.00
<input type="checkbox"/>	Regular Cab 4x2 8' Box 141"	FIC	\$20,135.00
<input type="checkbox"/>	Regular Cab 4x4 8' Box 141"	FIE	\$3,910.00
<input checked="" type="checkbox"/>	SuperCab 4x2 6.5' Box 145"	XIC	\$2,804.00
<input checked="" type="checkbox"/>	SuperCab 4x4 6.5' Box 145"	XIE	\$5,092.00
<input type="checkbox"/>	SuperCab 8' Box 163.7"	XIC	\$4,089.00
<input type="checkbox"/>	SuperCab 4x4 8' Box 163.7"	XIE	\$7,377.00
<input type="checkbox"/>	supercrew 5.5' Box 145"	WIC	\$5,356.00
<input type="checkbox"/>	supercrew 4x4 5.5' Box 145"	WIE	\$9,085.00
<input type="checkbox"/>	supercrew 4x2 6.5' Box 157"	WIC	\$7,790.00
<input type="checkbox"/>	supercrew 4x4 6.5' Box 157"	WIE	\$10,760.00
<input type="checkbox"/>	3.3L V6 PFDI with Auto Start-Stop & Flex Fuel Capacity	99B	N/C
<input type="checkbox"/>	2.7L V6 EcoBoost with Auto Start-Stop — Standard on 4x2 with 157" or 163.7" WB	99P	\$916.00
<input checked="" type="checkbox"/>	5.0L V8 with Auto Start-Stop & Flex-Fuel Capability standard on 4x4 with 157" or 163.7 WB	995	\$1,836.00
<input type="checkbox"/>	3.5L V6 EcoBoost with Auto Start-Stop	994	\$2,388.00
<input type="checkbox"/>	3.0L Valve DOHN Power Stroke V6 Turbo Diesel B20 with Auto Start-Stop	991	\$4,596.00
<input type="checkbox"/>	Electronic 10-Speed Automatic Transmission with Selectable Drive Modes	44G	STD
Equipment Group			
<input type="checkbox"/>	XL Power Equipment Group REG CAB/ OTHER	85A	\$893.00/\$1077.00
<input type="checkbox"/>	4.2" Productivity Screen with compass in instrument cluster INCLUDED IN 101A		N/C
<input checked="" type="checkbox"/>	SYNC Enhanced Voice Recognition Communications & Entertainment System	52P	STD
<input checked="" type="checkbox"/>	XL Chrome Appearance Package	86A	\$553.00
<input type="checkbox"/>	FX4 Off Road Package	55A	\$832.00
<input type="checkbox"/>	CNG/Propane Gaseous Engine Prep Pack	98G	\$289.00
<input checked="" type="checkbox"/>	Class IV Trailer Hitch	53B	\$88.00
<input checked="" type="checkbox"/>	Cruise Control		\$225.00

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<input type="checkbox"/>	2.7L V6 EcoBoost Payload Package	622	\$691.00
<input type="checkbox"/>	Heavy Duty Payload Package	627	\$1,560.00
Additional Options (please list)			
<input type="checkbox"/>	Premium Care Ext. Warranty 6yr/75,000 Mile 4x2		\$1,690.00
<input type="checkbox"/>	Premium Care Ext. Warranty 7yr/75,000 Mile 4x2		\$1,950.00
<input type="checkbox"/>	Premium Care Ext. Warranty 6yr/75,000 Mile 4x4		\$2,385.00
<input type="checkbox"/>	Premium Care Ext. Warranty 7yr/75,000 Mile 4x4		\$2,685.00
<input checked="" type="checkbox"/>	Wheel Well Liners		\$195.00
<input checked="" type="checkbox"/>	Mud Guards (4)		\$195.00
<input type="checkbox"/>	Rustproofing		\$375.00
<input type="checkbox"/>	Undercoating		\$250.00
<input checked="" type="checkbox"/>	Corner Strobes-LED (4)		\$895.00
<input type="checkbox"/>	7.5 Western Plow- PRO		\$5,225.00
<input type="checkbox"/>	XLT PKG 300A		\$3,932.00
<input checked="" type="checkbox"/>	XLT PKG 301A		\$4,961.00
<input type="checkbox"/>	XL-Equipment Group 101A		\$1,891.00
<input type="checkbox"/>	XL-Sport Appearance PKG		\$713.00
<input type="checkbox"/>	Snow Deflector		\$259.00
<input type="checkbox"/>	Chip Key (Key Only)		\$135.00
<input checked="" type="checkbox"/>	Extra Key - Flob		\$295.00
<input checked="" type="checkbox"/>	Carpeting XL PKG		\$139.00
<input type="checkbox"/>	Seating-XL 40/Console/40 Cloth		\$272.00
<input type="checkbox"/>	SSV- Special Service Vehicle PKG 40/Blank/40		\$47.00
<input checked="" type="checkbox"/>	BLIS - Cross Traffic Alert -XLT		\$543.00
<input checked="" type="checkbox"/>	Adaptive Cruise Control -XLT		\$1,151.00
<input type="checkbox"/>	Manual Telescoping/Power Glass Trailer Tow Mirror	54Y	\$364.00
<input checked="" type="checkbox"/>	Remote Start-Ford Aftermarket		\$425.00
<input type="checkbox"/>	Delete Carpeting XLT		N/C
<input type="checkbox"/>	8 Way Power Driver Seat	91P	\$330.00
<input type="checkbox"/>	110V/400W Outlet (1) Outlet	91V	\$200.00

Please enter the following:

Agency Name & Address Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Contact Name Brian Keys

Phone Number (847) 716-3556

Purchase Order Number _____

Total Dollar Amount \$ 39,851.00

Total Number of Units (1)

Tax Exempt Number _____

Delivery Address 1390 Willow Road
Winnetka, IL 60093

Please Submit P.O. & Tax Exempt Letter with Vehicle Order:

Roesch Ford Commercial Truck Center
333 W. Grand Ave.
Bensenville, IL 60106
Phone: (630)279-6000
Fax: (630)451-3509
Contact: Brian Kilduff
Brian Kilduff briankilduff@roeschtrucks.com
Fred Seng fredseng@roeschtrucks.com
Patti Ferrarini pattiferrarini@roeschtrucks.com

If We Have Missed An Option, Please Contact Our Office



A Joint Purchasing Program For Local Government Agencies

November 16, 2020

Mr. Brian Kilduff
Roesch Ford
333 W. Grand Avenue
Bensenville, IL 60106

Dear Mr. Kilduff,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the second of three (3) possible, one-year contract extensions on the 2021 Ford F-150 Regular Cab Pick Up, Plus Option Packages and Other Options (Contract #187) to Roesch Motors. The duration of the contract is January 14, 2021 through January 13, 2022 with an approved base model price increase of \$851.00, from \$18,999.00 to \$19,850.00. The SPC reserves the right to extend this contract for up to one additional one-year term upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

With acceptance of this contract, Roesch Ford agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Roesch Ford, Bensenville will handle all billing. Each vehicle purchased will be assessed a \$120.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to another productive year working with Roesch Ford. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference

11.16.20

Name: Ellen Dayan
Northwest Municipal Conference

11-16-20

Name: Brian Kilduff
Roesch Ford

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
15905 S. Frederick Street
Suite 107
Cherie Belom
Phone: (815) 254-7700



Agenda Item Executive Summary

Title: Resolution No. R-85-2020: Contract With The Okonite Company for Purchase of 15kV Underground Cable (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 12/15/20

Consent: YES NO

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

Item History:

The 2021 Electric Fund Budget introduced at the December 1, 2020 Village Council Meeting contains \$361,995 (account #500.42.31-660) for the purchase of cable.

Executive Summary:

Staff is requesting approval to order 15kV cable to ensure the utility cable inventory is sufficient to meet project requirements in 2021. Manufacturing lead times for 15kV cable are currently at 13-16 weeks. Approval is being requested to order three different sizes of cable in an amount not to exceed \$186,233 under a contract with The Okonite Company.

The Water & Electric Department issued Bid Number 020-016 for three sizes of 15kV underground cable and received bids from three vendors: Wesco, Resco and The Okonite Company. The lowest qualified bid for all cable sizes was submitted by The Okonite Company; the cable manufactured by their firm is acceptable to Water & Electric. The bid submitted by Resco with cable manufactured by General Cable was deemed "Non-Responsive" since Resco's bid did not accept the terms of the Request for Bid.

The cost of cable is significantly impacted by the price of metals and bid prices are indexed to the cost of copper. At the time of bid, the base price of \$3.35/lb. for copper was used; however, the price of copper fluctuates over time. Since the time of bid issuance, the cost of copper has increased above \$3.35 /lb. As such, the requested funding authorization also includes funding for anticipated metal cost escalation. Exhibit A contains detail on the unit pricing, quantities, and shipping length tolerances for the two responsive bidders, Wesco and The Okonite Company.

The smaller 15kV 1/0 cable designs are used in "new business" applications to connect pad mount transformers on the distribution system. The larger 4/0 cable size is one of two larger conductor sizes used for the main "backbone" of underground distribution circuits. This cable is required for the replacement of aging infrastructure.

Executive Summary (continued):

Resolution No. R-85-2020 authorizes the purchase of 15kV cable in an amount not to exceed \$186,233 under the contract with The Okonite Company.

The FY2021 Electric Fund budget contains \$361,995 (account #500.42.31-660) for the purchase of cable.

Recommendation:

Consider adoption of Resolution No. R-85-2020 approving a contract with The Okonite Company for the purchase of 15kV underground cable in an amount not to exceed \$186,233.

Attachments:

Resolution No. R-85-2020
Exhibit A: Bid Tabulation and Cable Purchase Detail

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

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

WHEREAS, the Village issued Bid #020-016 (“*Request for Bids*”) for the purchase of 15kV underground electric cable by the Village Water & Electric Department (“*Cable*”); and

WHEREAS, the Village received three bids (“*Bids*”) to provide the Cable and opened the Bids on December 2, 2020; and

WHEREAS, Resco was non-responsive to the Request for Bids because Resco did not accept the terms of the Request for Bids and proposed terms that are unacceptable to the Village; and

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

WHEREAS, the Village Council desires to enter into a contract with Okonite for the Village to purchase Cable from Okonite in an amount not to exceed \$186,233.00 (“*Contract*”); and

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

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

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

SECTION 2: REJECTION OF BID. The Village Council hereby rejects the Bid for the Cable received from Resco because Resco’s bid was not responsive to the Request for Bid and directs the Village Manager, or his designee, to inform Resco thereof.

SECTION 3: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Okonite in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 15th day of December, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

Attachment 2

VILLAGE OF WINNETKA

**CONTRACT/BID
FOR 15KV Cable**

Full Name of Bidder:

The Okonite Company
("Bidder")

Principal Office Address:

102 Hilltop Rd.
Ramsey, NJ 07446

Local Office Address:

2280 White Oak Cir.
Suite 106
Aurora, IL 60502

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

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

 (cell)

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1
(if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

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

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

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

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

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

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

2. Contract Price Proposal.

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

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

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

See pricing form in Attachment A.

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

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

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

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

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

4. Financial Assurance. *13 weeks after receipt of order*

A. Indemnification. If this Contract/Bid is accepted, Seller shall and hereby agrees to indemnify, defend and save harmless the Buyer, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses that may arise, or alleged to have arisen, out of or in connection with the negligent acts or omissions, violation of law or regulation, or willful misconduct of Seller, its officers, agents and employees, in the performance of this order.

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

5. Firm Proposal.

All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. **NOTE: STAFF IS PLANNING TO PRESENT BIDS TO THE VILLAGE COUNCIL AT THE DECEMBER 15, 2020 REGULAR VILLAGE COUNCIL MEETING. ISSUANCE OF PURCHASE ORDER(S) WOULD FOLLOW NO LATER THAN DECEMBER 21, 2020.**

6. Bidder's Representations and Warranties.

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

A. The Products. The Products and all of their components will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, including without limitation the performance standards set forth in Subsection 1B of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid and the warranties expressed herein will be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) or expressed or implied by law which are hereby reserved unto Owner.

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

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*, or (iii) for any other reason.

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 19th date of November 2020

Bidder's Status: (X) NJ Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: The Okonite Company

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Nick Koch

Title/Position: Sr. Sales Rep.

Bidder's Business Address: 2280 white oak circle
Suite 106
AURORA, IL 60502

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

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

Officers or Partners		

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 15 KV CABLE

Item	Size and Conductor	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Reel Lengths (ft.)
1.	1/0 A.W.G Copper	1	Full	19	N/A	10,000	Nominal: 2,000 -5%, +5%
2.	1/0 A.W.G Copper	3	Full	19	Triplex	3,750	Nominal: 1,250 -5%, +5%
3.	4/0 A.W.G. Copper	3	1/3	19	Triplex	3,750	Nominal: 1,250 -5%, +5%

- 1) Compressed stranding, strand filled per ICEA T-31-610.
- 2) Concentric copper neutral.
- 3) 220 mil insulation thickness.
- 4) Ethylene propylene rubber insulation (EPR).
- 5) Jacketed.
- 6) Drawing showing cable construction, tolerances and materials shall be submitted with the bid.
- 7) Cable shall be identified on the jacket in contrasting color with manufacturer's name, year of manufacture, type of insulation, conductor size and material, and sequential footage markings.
- 8) All cable ends shall be capped to prevent water entry.
- 9) Reel type shall be non-returnable with a maximum 84" diameter X 58" .
- 10) Reel coverings as shown below. Cable not shipped as shown will be rejected.

Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).

Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.

- 11) Tolerance of cable lengths, -5%, +5%.
- 12) Cable shall be supplied to the stricter of AEIC and ICEA specifications except that AEIC Table E-1 shall be 5 picocoulombs at all voltages.
- 13) Cable shall be delivered on an open, flat bed truck. Reels shipped flat will be rejected.
- 14) Deliveries: Required 48 hours advance notification @ (847) 716-3556.

Receiving hours: Monday to Friday, 7:30am to 2:30pm.

Village of Winnetka Yards
1390 Willow Road
Winnetka, IL 60093

- 15) Approved cable manufacturers: General Cable, Okonite, Kerite and Prysmian.

16) Copper base price for bids: **\$3.35 per pound**. All other manufacturing costs shall be fixed at the bid price.

2) Worksheet

15kV Cable

Item	Description	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Unit Price (per ft.)	Lead Time (weeks)
1.	1/0 A.W.G Copper	1	Full	19	N/A	10,000	4.580	13 weeks
2.	1/0 A.W.G Copper	3	Full	19	Triplex	3,750	14.414	13 weeks
3.	4/0 A.W.G. Copper	3	1/3	19	Triplex	3,750	18.109	13 weeks

Cable will be export packaged

Standard packaging, F.O.B. Winnetka

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY. ITEMS WILL BE EVALUATED AND AWARDED ON INDIVIDUAL BASIS. IF THERE IS ADDITIONAL DISCOUNT FOR AWARD OF ALL THREE ITEMS TO COMPANY, PLEASE MAKE NOTATION TO THAT EFFECT.

MANUFACTURER (15kV CABLE): Okonite

TERMS: Net 30 Days

Exhibit A: Bid Tabulation and Cable Purchase Detail

Bid Tabulation: RFB #020-016

15kV Cable	Okonite (mfr. Okonite)	Wesco (mfr. Kerite)
1/c 1/0 copper, jkt. concentric	\$4.580	\$5.380
3-1/c 4/0 copper, jkt. concentric	\$14.414	\$15.640
3-1/c 4/0 copper, jkt. concentric	\$18.109	\$22.600

Cable Purchase Detail

15kV Cable	Quantity Required (ft.)	Unit Price (\$/ft.) Per Bid #020-016	Metals Escalation	Shipping Length Tolerance (5%)	Extended Price
1/c 1/0 copper, jkt. concentric	10,000	\$4.580	\$2,746.80	\$2,290.00	\$50,836.80
3-1/c 1/0 copper, jkt. concentric	3,750	\$14.414	\$3,115.35	\$2,702.63	\$59,870.48
3-1/c 4/0 copper, jkt. concentric	3,750	\$18.109	\$4,221.00	\$3,395.44	\$75,525.19

TOTAL: \$186,232.47



\$186,233



Agenda Item Executive Summary

Title: Resolution No. R-77-2020: Village Budget (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/15/2020

Consent: YES NO

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

Item History:

The Village Council held budget meetings on November 5, 10, 17, and 19 and conducted a Public Hearing on December 1st to review the proposed 2021 budget. The proposed FY2021 budget is available on the Village website and is on file at Village Hall and the Library.

Executive Summary:

The budget will result in an approximately 2.1% increase in costs for municipal services for a typical homeowner consisting of a:

- No increase in property taxes (12.59% Village portion of tax bills received in 2020)
- 8.5% increase in water charges (\$101 annual cost increase on a \$1,189 annual bill)
- 5.0% increase in sanitary sewer charges (\$22 annual cost increase on a \$432 annual bill)
- 2.2% increase in residential electric charges (\$61 annual cost increase on a \$2,774 annual bill)

Refuse collection fees, vehicle license fees and most other fees and taxes remain unchanged. The Village will consider adoption of this Resolution at the December 15, 2020 Council Meeting.

Recommendation:

1) Consider adoption of Resolution No. R-77-2020 Adopting the Annual Budget for the Fiscal Year beginning January 1, 2021 and ending December 31, 2021

Attachments:

Resolution No. R-77-2020

RESOLUTION NO. R-77-2020

**A RESOLUTION
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2021
AND ENDING DECEMBER 31, 2021**

WHEREAS, the corporate authorities of the Village of Winnetka (“Village Council”) have previously adopted Sections 8-2-9.1 through 8-2-9.10 of the Illinois Municipal Code, establishing the office of budget officer and authorizing the adoption of the annual budget in lieu of an annual appropriation ordinance; and

WHEREAS, on October 29, 2020, the Village Council placed the proposed, tentative annual budget for the fiscal year beginning January 1, 2021, and ending December 31, 2021, on file at the office of the Village Manager, at the Winnetka Public Library, and on the Village of Winnetka web site (www.villageofwinnetka.org), and has made the proposed, tentative annual budget available for public inspection since that date; and

WHEREAS, on December 1, 2020, pursuant to notice published on Thursday, November 19, 2020 in the Winnetka Talk, a newspaper published and in general circulation in the Village of Winnetka, the Village Council held a public hearing on the proposed tentative annual budget; and

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village Council finds that establishing an annual budget for the Village, including estimating revenues and recommending expenditures, is a matter pertaining to the affairs of the Village.

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

SECTION 1: The Annual Budget for the Village of Winnetka, which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein, is hereby adopted as the Annual Budget for the Village of Winnetka for the Fiscal Year beginning January 1, 2021 and ending December 31, 2021.

SECTION 2: The adoption of the foregoing annual budget shall be in lieu of the appropriation ordinance required in Section 8-2-9 of the Illinois Municipal Code.

SECTION 3: **Home Rule.** This Resolution is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 4: Effective Date. This resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this ___ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: December 1, 2020

Adopted:

NOTE:

EXHIBIT A IS THE COMPLETE BUDGET DOCUMENT, WHICH, DUE TO ITS SIZE, CANNOT BE REPRODUCED IN FULL IN THESE AGENDA MATERIALS.

THE COMPLETE BUDGET DOCUMENT CAN BE FOUND IN THE FISCAL TRANSPARENCY SECTION OF THE VILLAGE'S WEBSITE WHICH IS LINKED DIRECTLY BELOW:

<https://www.villageofwinnetka.org/government/council-members/fiscal-transparency/>

THE COMPLETE BUDGET ALSO REMAINS AVAILABLE FOR INSPECTION IN THE VILLAGE MANAGER'S OFFICE AND AT THE WINNETKA PUBLIC LIBRARY. THE COMPLETE, FINAL BUDGET WILL BE APPROPRIATELY LABELED AND WILL BE ATTACHED TO AND MAINTAINED WITH THE ORIGINAL BUDGET RESOLUTION FOLLOWING ITS ADOPTION.



Agenda Item Executive Summary

Title: Resolution No. R-78-2020: Utility Rates and Fees (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/15/2020

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

Consent: YES NO

Item History:

The Village Council held budget meetings on November 5, 10, 17, and 19 and conducted a Public Hearing on December 1st to review the proposed 2021 budget.

The Village Council sets utility fees annually by resolution during the budget approval process.

Resolution No. R-78-2020 was introduced at the December 1 Council Meeting.

Executive Summary:

Because of the projected capital needs of the electric, water, sanitary sewer, and refuse utilities, rate adjustments for each are proposed and incorporated in the FY 2021 budget.

Electric rates derived from the Electric Rate Study conducted in 2016-2017 are implemented in the proposed rate resolution. These rate changes include a 2.2% increase in the base rate for a regular residential customer. As per the rate study, rate adjustments are comprised of changes to the volumetric (kWh) rate and the customer charge.

Water rates derived from the Water Rate Study conducted in 2016-2017 are also implemented in the proposed rate resolution. Incorporated, unincorporated, and special service customers will see a rate increase of 8.5% comprised of changes to the volumetric rate (cu.ft.). The Northfield wholesale rate is set by contract and is subject to rate adjustments outside the budget process.

Sanitary sewer service volumetric rates are increasing by 5% for all customers in order to offset capital improvements such as I/I repair, trenchless lining, follow-up flow monitoring, and continued funding for the sanitary sewer backup reimbursement program.

Refuse and stormwater sewer fees remain unchanged. The Village will consider adoption of this Resolution at the December 15, 2020 Council Meeting.

Recommendation:

1) Consider adoption of Resolution No. R-78-2020 Establishing Rates and Fees Related to Utility Services.

Attachments:

1) Resolution No. R-78-2020

RESOLUTION NO. R-78-2020

A RESOLUTION ESTABLISHING RATES AND FEES

RELATED TO UTILITY SERVICES

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village of Winnetka (“Village”) owns, operates, and provides the following services in the Village (collectively, “*Utility Services*”): (i) a water utility that provides water service; (ii) an electric utility that provides electric service; (iii) a public sewer system; (iv) a municipal waste system that provides for the collection, transportation and disposal of refuse and yard waste; and (v) a public stormwater utility to provide stormwater management services; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to charge fees for Utility Services; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

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

SECTION 2: FEES FOR WATER.

A. Water Rates. Each customer using water furnished by the Village of Winnetka Water and Electric Department shall be charged for such service in accordance with the following Schedules of Volumetric Water Rates and Water Customer Charges, as provided in Section 13.04.040 of the Winnetka Village Code:

[Remainder of this page intentionally left blank.]

SCHEDULE OF VOLUMETRIC WATER RATES

<u>Type of Customer</u>	<u>Rate</u>
Service within corporate limits	\$42.50 per 1,000 cubic feet, as metered
Service outside of corporate limits	\$76.08 per 1,000 cubic feet, as metered
Service to Village of Northfield:	Rate established by agreement approved by resolution of the Village Council
Special Service	\$31.86 per 1,000 cubic feet, as metered

SCHEDULE OF WATER CUSTOMER CHARGES

<u>Type of Customer (Meter Size)</u>	<u>Monthly Service Charge</u>
Less than or equal to One Inch (1")	\$10.50
One and One Half Inches (1.5")	\$15.15
Two Inches (2")	\$21.55
Three Inches (3")	\$68.55
Four Inches (4")	\$86.00
Six Inches (6")	\$126.65
Eight Inches (8")	\$173.00

B. Disconnection/Reconnection Fees. The following fees shall be charged and collected for service calls to either disconnect or reconnect service as the result of nonpayment, as provided in Section 13.04.060 of the Winnetka Village Code:

SERVICE DISCONNECTION OR RECONNECTION FEE

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$95.00 per service dispatch
All other times (evenings, nights, weekends and holidays)	\$448.00 per service dispatch

C. Water Service Tap Fees. The following fees shall be charged for the installation of water connections, as provided in Section 13.04.100 of the Winnetka Village Code:

WATER SERVICE TAP FEES

<u>Water Tap Size</u>	<u>Water Main Size</u>	<u>Fee</u>	<u>Service Included in Fee</u>
1 1/2" or less	All	\$852	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	All	\$960	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
4"	4"	\$1,535	Making tap, tapping sleeve and valve, and inspection
4"	6"	\$1,775	Making tap, tapping sleeve and valve, and inspection
6"	6"	\$1,880	Making tap, tapping sleeve and valve, and inspection
4"	8"	\$1,880	Making tap, tapping sleeve and valve, and inspection
6"	8"	\$1,985	Making tap, tapping sleeve and valve, and inspection

<u>Water Tap Size</u>	<u>Water Main Size</u>	<u>Fee</u>	<u>Service Included in Fee</u>
8"	8"	\$2,300	Making tap, tapping sleeve and valve, and inspection
4"	10"	\$2,400	Making tap, tapping sleeve and valve, and inspection
6"	10"	\$2,500	Making tap, tapping sleeve and valve, and inspection
8"	10"	\$2,900	Making tap, tapping sleeve and valve, and inspection
4"	12"	\$2,400	Making tap, tapping sleeve and valve, and inspection
6"	12"	\$2,500	Making tap, tapping sleeve and valve, and inspection
8"	12"	\$2,925	Making tap, tapping sleeve and valve, and inspection

For all taps 4" and larger, valve vaults meeting Water and Electric Department specifications must be furnished by the customer's plumber, at the customer's cost. Other size taps may be made only with the consent of the Water and Electric Department, at the customer's cost.

D. Water Meter Fees. The following fees shall be charged for the water meters provided by the Village, as provided in Sections 13.04.030 and 13.04.100 of the Winnetka Village Code:

WATER METER FEES

<u>Meter Size</u>	<u>Cost</u>
5/8"	\$475
3/4"	\$525
1"	\$625
1 1/2"	\$890
2"	\$990

Spreader and valves on both sides of meter must be installed by the customer's plumber, at the customer's cost. Other sizes of meters may be required or permitted, as determined by the Water and Electric Department, based on the characteristics of the proposed service. Such other installations shall require the written approval of the Water and Electric Department and the entire cost of the purchase and installation shall be borne by the customer.

E. Replacement of Touchpad Fees. The following fees shall be charged for replacement of removed touchpads and replacement of the touchpad wiring:

Replacement of Touchpad	\$95.00
Replacement of Touchpad Wiring	\$265.00

F. Temporary Water Service Fees. Pursuant to Section 13.04.150 of the Winnetka Village Code, temporary water service provided during building construction shall be billed at the rate applicable to the use specified in the building permit.

G. Construction Temporary Water Service Fees. Bulk water provided from the fire hydrant located at the Village's Public Works Facility for construction projects will be billed at the unincorporated water rate. The minimum daily charge will be \$50. At the discretion of the Water and Electric Director, the water rate can be waived for contractors performing Village work.

SECTION 3: FEES FOR ELECTRICITY.

A. Definitions. As used in this Section 3, the following terms, phrases and words and their derivations shall have the meanings given in this section, unless the context or use clearly indicates another or different meaning is intended:

Customer Charge: A fixed charge based on the type of service rather than the amount of electricity used.

Demand Charge: A charge based on the rate at which electric energy is delivered, expressed in kilowatts (kW), averaged over a 30-minute period.

Energy Charge: A volume based charge for energy used.

Load Factor: The ratio of energy used to the maximum energy consumption for a given monthly peak demand.

On-peak Demand: A peak demand that occurs between the hours of 3:00 p.m. and 9:00 p.m.

Off-peak Demand: A peak demand that occurs between after 9:00 p.m. and before 3:00 p.m.

Primary Lines: High voltage power lines

Secondary Lines: Low voltage power lines that extend from the high voltage Primary Lines and distribute electricity to individual property lines.

Service Lines: The power lines that extend from the Secondary Lines to the individual meter connections located on each parcel of property that receives electric service.

B. Season Rates. Separate summer and winter rates shall be established for demand charges and energy charges. Pursuant to Section 13.08.150 of the Winnetka Village Code, summer rates shall be in effect for each of the four consecutive months with ending metered dates on or after June 1 of each year.

C. Electric Rates. Each customer using electricity furnished by the Village of Winnetka Water and Electric Department shall be charged for such service in accordance with the following schedule of electric rates, as provided in Section 13.08.040 of the Winnetka Village Code:

1. Customer Charge: Each customer shall be charged a monthly customer charge according to the schedule below:

SCHEDULE OF ELECTRIC CUSTOMER CHARGES

<u>Type of Customer (Rate Code)</u>	<u>Monthly Service Charge</u>	
Rate 1: Residential	\$17.00 Single Phase	\$23.50 Three Phase
Rate 2: Space Heating	\$20.00 Single Phase	\$26.00 Three Phase
Rate 3: Commercial	\$32.00 Single Phase	\$38.00 Three Phase
Rate 4: School and Government (<1000kW)	\$51.00 Single Phase	\$58.00 Three Phase
Rate 4: School and Government (>1000kW)	\$112.00 Single Phase	\$118.00 Three Phase
Rate 6: Water Heating	\$9.50 Single Phase	\$15.80 Three Phase
Rate 7: Large Residential	\$17.00 Single Phase	\$23.50 Three Phase
Rate 8: Street Lights	\$0.00 Single Phase	\$0.00 Three Phase

2. Energy and Demand Charges: In addition to the Customer Charge, each customer shall pay energy and demand charges at the rates set forth in the following Schedule of Energy and Demand Charges:

SCHEDULE OF ENERGY AND DEMAND CHARGES

Rate 1 - Residential: (Section 13.08.080 of the Winnetka Village Code)

Energy Charge

Summer Rate	\$0.1360 per kWh
Winter Rate	\$0.1236 per kWh

Rate 2 - Space Heating Customers: (Section 13.08.090 of the Winnetka Village Code)

Energy Charge

Summer Rate	\$0.1324 per kWh
Winter Rate	
First 750 kWh	\$0.1203 per kWh
All over 750 kWh	\$0.0818 per kWh

Rate 3 - Commercial: (Section 13.08.100 of the Winnetka Village Code)

Demand Charge

Summer Rate	
First 50 kW	\$0.00 per kW
All over 50 kW	\$16.27 per kW
Winter Rate	
First 50 kW	\$0.00 per kW
All over 50 kW	\$14.91 per kW

Energy Charge

Summer Rate	
First 15,000 kWh	\$0.1312 per kWh
All over 15,000 kWh	\$0.0953 per kWh

Winter Rate	
First 15,000 kWh	\$0.1192 per kWh
All over 15,000 kWh	\$0.0953 per kWh

Rate 4 - School and Government: (Section 13.08.110 of the Winnetka Village Code)

(a) With an annual peak demand of up to 1,000 kW:

Demand Charge	
Summer Rate	\$15.00 per kW
Winter Rate	\$13.00 per kW
Energy Charge	
Summer Rate	
First 100,000 kWh	\$0.0809 per kWh
Over 100,000 kWh	\$0.0699 per kWh
Winter Rate	
First 100,000 kWh	\$0.0736 per kWh
Over 100,000 kWh	\$0.0699 per kWh

(b) With an annual peak demand exceeding 1,000 kW:

Demand Charge	
Summer Rate	
On Peak	\$15.71 per kW
Off Peak	\$10.80 per kW in excess of On Peak Demand
Winter Rate	
On Peak	\$14.03 per kW
Off Peak	\$10.80 per kW in excess of On Peak Demand
Energy Charge	
Summer Rate	
First 100,000 kWh	\$0.0809 per kWh
Over 100,000 kWh	\$0.0699 per kWh
Winter Rate	
First 100,000 kWh	\$0.0736 per kWh
Over 100,000 kWh	\$0.0699 per kWh
Load Factor Credit	(\$0.005) per kWh for kWh in excess of 50% based upon the on peak demand

Rate 6 - Water Heating: (Section 13.08.120 of the Winnetka Village Code)

Energy Charge	
Summer Rate	\$0.1327 per kWh
Winter Rate	\$0.1327 per kWh

Rate 7 - Large Residential: (Section 13.08.130 of the Winnetka Village Code)

Demand Charge		
Summer Rate		\$14.00 per kW
Winter Rate		\$12.40 per kW
Energy Charge		
Summer Rate		\$0.1013 per kWh
Winter Rate		\$0.0893 per kWh

Rate 8 - Street Lights: (Section 13.08.140 of the Winnetka Village Code)

Energy Charge		
Summer Rate		\$0.1283 per kWh
Winter Rate		\$0.1283 per kWh

D. Wholesale Power Purchase Cost Adjustment.

1. Wholesale Power Purchase Cost Adjustment formula: The electric system's cost of purchasing power shall be estimated at least once per year. Pursuant to Section 13.08.160 of the Winnetka Village Code, the Wholesale Power Purchase Cost Adjustment shall be calculated as the difference between the estimated annual cost per kWh of purchasing power and the 12 month rolling average cost of power calculated bimonthly. If the actual 12 month rolling average cost of power calculated bimonthly on a per kWh basis exceeds the estimated cost, the shortage shall be recovered by billing all customers at the same amount per kWh in the next bimonthly cycle. If the estimated annual cost per kWh of purchasing power exceeds the actual 12 month rolling average cost of power calculated bimonthly on a per kWh basis, the excess shall be credited to all customers at the same amount per kWh in the next bimonthly cycle.

E. Renewable Energy Production Credit.

1. Terms:
 - a. Eligible Customer. A customer of the Village's Electric Utility who satisfies all of the requirements of Section 13.08.260 of the Winnetka Village Code.
 - b. Renewable Energy Production Credit, or REPC, means the actual credit as calculated pursuant to the formula in subsection 2, below.
 - c. Renewable Energy, or RE, means the amount of energy, measured in kWh, delivered to the Village by an Eligible Customer.

- d. Summer Residential Energy Cost, or SREC, means the energy charge during the defined summer months utilizing the residential rate category (section 13.08.080 of the Winnetka Village Code).
- e. Wholesale Purchase Power Cost, or WPPC, means the allocation on a per kilowatt hour basis of the total annual cost of purchasing power shown in the annual budget line item for “Purchased Power.”

2. Calculation of REPC:

Summer Rate REPC = (RE x SREC)

Winter Rate REPC = (RE x WPPC)

- 3. REPC Carry-forward: If the REPC exceeds the cost of the power and energy billed to the Eligible Customer by the Village in a billing period, the excess REPC will be carried forward from one billing period to the next, except that no amount shall be carried forward past the end of the calendar year and that any amount of energy in kWh reflected in carry-forward credits remaining at the end of the calendar year shall be deemed to have been provided to the Village at no charge.
- 4. No Refunds or Transfers: No Eligible Customer whose electric service is terminated shall be entitled to a refund of any REPC balance, regardless of the reason for the termination of service. Nor shall any Eligible Customer be entitled to transfer any REPC balance to a succeeding customer upon the termination of the Eligible Customer’s electrical service, regardless of the reason for the termination of service. Upon the termination of an Eligible Customer’s electric service, the Eligible Customer’s account shall be closed and any amount of kWh reflected in any REPC balance in existence at the time the account is closed will be deemed to have been provided to the Village, at no charge.

F. Municipally Owned Electric Vehicle Charging Station (for public use). The energy charge for municipally owned electric vehicle charging station (for public use) shall be \$.07 per kWh.

G. Undergrounding Surcharge. Pursuant to Section 13.08.240 of the Winnetka Village Code, the following surcharges are hereby established for the undergrounding of transmission and distribution lines:

RATE U - UNDERGROUNDING SURCHARGE

1. **Surcharge:** Except as provided in subsection (c), each customer located in a Project Area within which the Primary Lines and Secondary Lines are placed underground pursuant to Section 13.08.230 of the Winnetka Village Code shall be subject to an undergrounding surcharge. The surcharge shall be charged monthly until the Applicable Project Cost, plus interest on the unpaid balance at a rate of 7% per annum, is fully paid. The surcharge shall not be charged for more than 60 consecutive months. The surcharge amount shall be as follows:

Surcharge UA Monthly surcharge of \$100 if Applicable Project Cost equals \$5,000 or less.

Surcharge UB Monthly surcharge of \$150 if Applicable Project Cost is greater than \$5,000 but does not exceed \$7,500.

Surcharge UC Monthly surcharge of \$200 if Applicable Project Cost is greater than \$7,500 but does not exceed \$10,000.

Surcharge UD Monthly surcharge of \$250 if Applicable Project Cost is greater than \$10,000 but does not exceed \$12,500.

2. **Definitions:** The following definitions shall be used in determining the undergrounding surcharge:

Project Area: The service area covered by a petition for undergrounding, as determined by the Director of Water and Electric, and shall include the Primary Lines, Secondary Lines and Service Lines within that service area.

Project Costs: All direct costs of undergrounding the Primary Lines and Secondary Lines in the Project Area (“Cost 1”). For customers with overhead Service Lines, the direct costs of undergrounding overhead Service Lines in the Project Area (“Cost 2”) shall be included in the Project Costs in addition to Cost 1. Direct costs shall include, but not be limited to, labor, materials, recording of easements and the cost of relocating all related electric utility facilities and equipment, such as pad mount transformers and switch gear.

Project Cost_{UG}: The Project Cost per customer with underground Service Lines, which shall be determined by dividing Cost 1 by the number of customers in the Project Area.

*Project Cost*_{OH}: The Project Cost per customer with overhead electric service, which shall be determined by dividing Cost 2 by the number of customers in the Project Area with overhead electric service and adding the resulting amount to Project Cost_{UG} .

Applicable Project Cost: The Project Costs as allocated to the individual customers in the Project Area. The Applicable Project Cost for each customer with underground Service Lines shall be Project Cost_{UG}. The Applicable Project Cost for each customer with overhead Service Lines shall be Project Cost_{OH}.

- 3. **Exceptions to Surcharge**: The undergrounding surcharge shall not be charged to any customer in the Project Area who pays the Applicable Project Costs in full before the project begins.

G. **Disconnection or Reconnection Fee**. The following fees shall be charged and collected for service calls to disconnect or reconnect service as the result of nonpayment, as provided in Section 13.08.060 of the Winnetka Village Code:

SERVICE DISCONNECTION OR RECONNECTION FEE

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$95.00 per service dispatch
All other times (Evenings, nights, weekends and holidays)	\$448.00 per service dispatch

H. **Replacement Touchpad**. The following fees shall be charged for replacement of removed touchpads and replacement of the touchpad wiring:

Replacement of Touchpad	\$95.00
Replacement of Touchpad Wiring	\$285.00

I. **Removal and Reinstallation of Overhead Service Connection**. The following fee shall be charged and collected for costs to disconnect, remove and reconnect an overhead service conductor for construction activities:

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$300.00
All other times (Evenings, nights, weekends and holidays)	\$1,004.00

J. Cost of Adding, Upgrading and Underground Electric Services. The costs of installing new electric service, upgrading electric service to increase capacity and converting overhead service to underground service shall be allocated as follows:

Installation and Ownership of Facilities: All existing facilities and equipment, and all facilities and equipment related to new service, upgraded service and underground conversions, up to the meter, shall be owned, operated and maintained by the Village of Winnetka Water and Electric Department. The meter pedestal or meter enclosure shall be provided by the customer, at the customer's expense, and shall be owned and maintained by the customer.

The Water and Electric Department shall install all new electrical service lines, all meters, all service upgrades and all conversions of overhead service to underground service, regardless of the party initiating the conversion, except that the Water and Electric Department shall not perform any work on the customer's side of the meter.

New Service or Increased Load: The following fees shall be charged for installing new or larger electric services:

Installation of a 200 Amp service (Includes conduits for communication conductors)	\$9,800
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Installation of a 400 Amp service (Includes conduits for communication conductors)	\$21,000
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Installation of three phase service

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

If a primary or secondary line must be relocated, replaced or extended in order to install a new service or to increase the load capacity of an existing service, any customer who connects to such primary or secondary line

within five years after the its installation may be required to pay that customer's pro rata share of such costs. The Village Manager, in the exercise of his discretion, may enter into a written agreement with the initial requesting customer and establish terms for the payment of such costs, which may include a recapture provision that provides for the Village to refund such pro rata costs, less administrative costs in the amount of 10% of the recaptured amount, to the initial requesting customer.

Service Lines – Scheduled Conversion to Underground Service: A customer may choose either to maintain overhead service or to convert his service line from overhead service to underground service in conjunction with the Water and Electric Department's planned conversion undergrounding of the primary and secondary lines to which the customer's service line is connected. If the customer elects to maintain overhead service, the Water and Electric Department will install, at no additional cost to the customer, a new pole as close to the service connection as the Department deems possible, placing the service line underground to the pole, installing a service riser to the top of the pole, and connecting an overhead line to the existing service connection.

If the customer elects to place the service line underground, the Water and Electric Department will do so, at no additional cost to the customer, provided the customer purchases the meter enclosure or meter pedestal and makes, at the customer's expense, all alterations necessary to relocate the meter and building service so as to connect to the underground service line in the location specified by the Water and Electric Department.

Underground Service – Customer Requested Conversion: All costs of converting overhead electrical service to underground electrical service, including the cost of any necessary relocation of the primary and secondary lines to which the service line is connected, shall be paid by the customer if it is requested by the customer and the conversion is not done as part of the Water and Electric Department's undergrounding program. If the customer is increasing the size of the service entrance equipment, the customer shall be charged in accordance with rates for New Service or Increased Load for the service connection work. Existing rear lot residential services will be relocated to the front of the building and the service connection shall be at a location specified by the Water & Electric Department. As part of the conversion, an electric meter located within the structure shall be relocated to the outside.

K. Temporary Electric Service. Pursuant to Section 13.08.210 of the Winnetka Village Code, temporary electric service provided during building construction shall be billed at the rate applicable to the use specified in the building permit.

SECTION 4: SANITARY SEWER FEES.

A. Sewer Service Volumetric Rates. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, at the rate of \$18.51 per 1,000 cubic feet of water supplied to those premises.

B. Sewer Service Customer Charge. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, a customer charge of \$2.00 per month.

C. Fee for Returned Payment. A fee of \$30.00 shall be charged for any payment that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 5: REFUSE FEES.

A. Definitions. All terms defined in Section 8.16.010 of Chapter 8.16 of the Winnetka Village Code, “Garbage and Refuse,” shall have the same meaning when used in this Section 5.

B. Commercial Refuse Service Fees. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following monthly fees are hereby established for commercial refuse service, including apartments in commercial buildings:

SCHEDULE OF MONTHLY COMMERCIAL REFUSE SERVICE FEES

<i>Container Volume per Pick-up</i>	Number of Pickups Per Week						
	1	2	3	4	5	6	7
1 Cu.Yd.	\$42	\$76	\$104	\$137	\$163	\$194	\$228
1.5 Cu.Yd.	\$53	\$93	\$139	\$180	\$224	\$265	\$307
2 Cu.Yd.	\$62	\$116	\$172	\$227	\$279	\$334	\$385
3 Cu.Yd.	\$84	\$156	\$230	\$302	\$377	\$448	\$523
4 Cu.Yd.	\$108	\$188	\$288	\$377	\$468	\$505	\$645
5 Cu.Yd.	\$131	\$238	\$344	\$448	\$555	\$555	\$765
6 Cu.Yd.	\$156	\$279	\$402	\$523	\$645	\$765	\$889
1-99 Gal.	\$20	\$26	\$34	\$42	\$48	\$56	\$64
100-180 Gal.	\$26	\$42	\$56	\$76	\$89	\$105	\$122

[**Note:** Individual accounts will be charged a share of the monthly fees charged based upon the account’s proportionate use of the container(s), as determined by the Winnetka Public Works Department.]

C. Residential Refuse Service Fees. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following fees and charges are hereby established for residential refuse service:

SCHEDULE OF RESIDENTIAL REFUSE SERVICE FEES

<u>Service</u>	<u>Charge</u>
One pick-up per week of no more than two garbage cans of household rubbish	\$50.00 per month
Collection of household rubbish or garbage in excess of two garbage cans per pick-up	\$2.30 per sticker (one sticker required for each container)
Subscription service for one additional pick-up each week	\$50.00 per month

D. Charges for Special Refuse Collections. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for special refuse collections:

SCHEDULE OF FEES FOR SPECIAL REFUSE COLLECTIONS

<u>Service</u>	<u>Charge</u>
Base Fee for special collections	\$35.00
Bulk pick-ups [<i>Note:</i> Bulk pick-ups are for light refuse other than liquids and yard waste.]	
Bulk pick-ups (<i>continued</i>)	
Up to 1.0 cubic yards	Base Fee
Over 1.0 cubic yards	Base Fee plus \$13.00 for each additional cubic yard or fraction thereof
White goods and other large items [<i>Note:</i> Includes appliances, sofas, etc.]	Base Fee plus \$10.00 for each item
Hard-to-handle refuse [<i>Note:</i> Hard-to-handle refuse includes such miscellaneous rubbish as wood, fencing, carpeting, multiple pieces of furniture and cabinets, and construction materials such as wallboard, plaster and flooring, but shall not include liquids, soil, concrete and asphalt.]	Base Fee plus \$15.00 per cubic yard
Tires and/or tire rims	Base Rate plus Charge per Tire
Charge per tire	
Tire without rim	Base Rate plus \$10.00
Tire with rim	Base Rate plus \$15.00
Truck tire without rim	Base Rate plus \$20.00
Truck tire with rim	Base Rate plus \$25.00

<u>Service</u>	<u>Charge</u>
Carts and roll-off boxes	
[<i>Note:</i> Charge is based on container size. Contents shall not include concrete, soil, asphalt or liquids]	
1.0 cubic yard	\$42.00
1.5 cubic yard	\$53.00
2.0 cubic yard	\$62.00
6.0 cubic yard	\$165.00

E. Yard Waste. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for the removal of certain yard waste:

SCHEDULE OF YARD WASTE REMOVAL FEES

<u>Service</u>	<u>Charge</u>
Removal of yard waste	
Customer supplied bags (one sticker required per bag)	\$2.30 per sticker

F. Charges for Miscellaneous Refuse Services. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for miscellaneous refuse services and for the purchase of miscellaneous items for use in disposing of refuse:

SCHEDULE OF MISCELLANEOUS FEES

<u>Service or Item</u>	<u>Charge</u>
Small Recycling Carts	\$50.00 each
Large Recycling Carts	\$67.00 each

SECTION 6: STORMWATER SEWER FEES. The fee for stormwater utility service provided in the Village of Winnetka pursuant to Chapter 13.16 of the Winnetka Village Code is hereby established at \$21.83 per month per Equivalent Runoff Unit (ERU), as defined in Section 13.16.04 of the Winnetka Village Code.

SECTION 7: FEE FOR RETURNED PAYMENT. A fee of \$30.00 shall be charged for any payment of fees charged pursuant to this Resolution that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 8: PAYMENT PERIOD; LATE FEES. All bills issued for Utility Services shall be paid in full within the payment period specified in the bill. The payment period shall be established by the Director of Finance, and shall be no less than 21 nor more than 30 days from the date of the issuance of the bill. Pursuant to Sections 13.04.040.B, 13.08.040.B, 13.12.010.B, and 13.16.090.B of the Winnetka Village Code, if any bill for utility service is not paid within the specified payment period, a late payment penalty of 5% of the amount due shall be added to the bill and collected from the user.

SECTION 9: EFFECT OF RESOLUTION. The rates established in this Resolution shall apply to all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2021.

SECTION 10: REPEALER. Resolution R-87-2019 shall be repealed and shall no longer be in force and effect for all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2021.

SECTION 11: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2021.

ADOPTED this ____ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: December 1, 2020

Adopted:



Agenda Item Executive Summary

Title: Resolution No. R-79-2020: General Fees (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/15/2020

Consent: YES NO

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

Item History:

The Village Council held budget meetings on November 5, 10, 17, and 19 and conducted a Public Hearing on December 1st to review the proposed 2021 budget.

The Village Council sets general and building permit fees annually by resolution during the budget approval process.

Executive Summary:

Other than minor adjustments to terminology to match current operational practices and general clean-up in formatting of the resolution, there were no changes in fees that impact existing services provided to Village residents or incorporated businesses.

The Village Code requires that this Resolution be introduced at one meeting and adopted at a subsequent meeting. The Village will consider adoption of this resolution at the December 15, 2020 Council Meeting.

Recommendation:

1) Consider adoption of Resolution No. R-79-2020 Amending General, Building, and Miscellaneous Service Fees.

Attachments:

1) Resolution No. R-79-2020

**A RESOLUTION
AMENDING GENERAL, BUILDING, AND
MISCELLANEOUS SERVICE FEES**

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to set rates and charge fees for various permits, licenses and services; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

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

SECTION 2: GENERAL PERMIT, LICENSE AND REGISTRATION FEES. Fees are hereby established for certain permits, licenses and registrations, in the amounts and for the purposes set forth in the following Schedule of General Permit, License and Registration Fees, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

Note: Unless otherwise specifically provided in the following Schedule of General Permit, License and Registration Fees (“Schedule”), all annual permits, licenses and registrations provided for in this Schedule are due and payable on or before the beginning of the fiscal year (January 1) of each year, and remain in effect until the end of the fiscal year (December 31).

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Amusement Devices</i>		5.12.010
Daily	\$15.00	
Annual	\$25.00	
<i>Animals</i>		6.08.010
Dog License (Annual)		
Unspayed Female	\$15.00	
All Other Dogs	\$10.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Animals (cont'd)</i>		6.08.010
Replacement License	\$2.00	
Taking up or Impounding Dog	\$55.00	
<i>Bicycle Registration</i>	No Fee	10.32.060
<i>Charitable and Political Solicitation</i>	None	5.48.010
<i>Circuses and Carnivals (Daily)</i>	\$100.00	5.52.040
<i>Film Production Application Fees</i>		
Basic Application Processing Fee	\$1,000.00	5.20.070
Additional Application Processing Fee (Per Hour)	\$250.00	5.20.070
<i>Food Dealers</i>		
Restaurant Permit: (Annual, based on seating capacity)		5.24.010
1-20	\$35.00	
21-50	\$45.00	
51-100	\$50.00	
More than 100	\$75.00	
Fast Food/Drive-In	\$75.00	
Food Store Permit (Annual, per cash register)	\$25.00	5.24.010
Temporary Food Dealer (Daily)	\$15.00	5.24.010
Vending Machine Operator Permit (Annual, per machine)	\$15.00	5.24.010
<i>Foresters, Tree Surgeons</i>		5.72.010
Annual License	\$15.00	
<i>Garbage and Refuse Scavenger</i>		8.16.040
Annual License	\$500.00	
<i>Junk Dealers (Annual)</i>		5.32.010
License, Base Fee	\$50.00	
Vehicle Fee (per vehicle)	\$25.00	
<i>Laundries</i>		5.36.010
Annual Fee	\$15.00	
<i>Liquor Licenses</i>		5.09.100
Class A Restaurant (Annual)	\$750.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
Class A-1 Restaurant w/ Limited Bar (Annual)	\$1,000.00	
Class A-2 Restaurant (Annual; Beer & Wine)	\$500.00	
Class A-3 Restaurant w/ Limited Bar (Annual; Beer & Wine)	\$750.00	
Class A-4 Specialty Restaurant (Annual; Wine)	\$500.00	
Class A-5 Specialty Restaurant (Annual; Wine)	\$500.00	
Class B - Grocery Store (Annual)	\$750.00	
Class C - Special Event (Daily)	\$25.00	
Maximum per event more than 2 days	\$75.00	
Class D – Package delivery service/mail (Annual; Retail)	\$150.00	
Class D-1 – Package delivery service/mail (Annual; Wholesale)	\$500.00	
Class E - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-1 - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-2 – Specialty Beverage Store (Annual; Wine and Beer)	\$500.00	
Class F Coffee Shop (Annual; Wine and Beer)	\$500.00	
Class P - Park District (Annual)	\$500.00	
Class X – Special Use (Daily)	\$25, Max \$75	
Class Y – Banquet Facilities	\$1,000.00	
Class W Wine Station Ride (eligible for A; A-1; A-2; A-3)	None	
<i>Parades and Processions</i>	None	10.08.060
<i>Pawnbrokers</i>		5.44.010
Annual Fee, per location	\$100.00	
<i>Public Garage and Service Station</i>		5.60.010
Base fee, annual	\$50.00	
For each fuel pump	\$5.00	
<i>Raffle, per event</i>	\$25.00	9.04.040
<i>Second Hand Dealers</i>		5.64.010
Annual Fee, per location	\$25.00	
<i>Special Event</i>		5.66.050
Application Fee	\$35.00	
User Fee	Actual Cost	See Section 7
<i>Taxicab Operator’s License</i>	\$2.00	5.68.050

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Vehicle (Motor) Licenses</i>		10.12.030
Annual Fee	\$40.00	
Semi-Annual Fee (if purchased after 6/30)	\$20.00	
Transfer Fee	\$1.00	

SECTION 3: PARKING PERMIT FEES. Pursuant to Chapter 10.24 of the Winnetka Village Code, titled, "Parking," the following fees are hereby established for parking permits:

SCHEDULE OF PARKING PERMIT FEES

Semi-Annual Parking Permits (Commuter Parking Permits)

Note: Semi-annual parking permits are issued for the periods of January through June and July through December. Purchase and refund amounts are pro-rated based on the month in which the purchase or refund request is made. Only persons who reside in the Village of Winnetka, and who have a current Village vehicle sticker for a vehicle registered with the State to a Winnetka address, are eligible for the resident fee.

Month of Purchase or Refund	Purchase Cost		Refund Amount	
	Resident	Non-Resident	Resident	Non-Resident
January or July	\$100.00	\$220.00	\$83.33	183.33
February or August	83.33	183.33	66.67	146.67
March or September	66.67	146.67	50.00	110.00
April or October	50.00	110.00	33.33	73.33
May or November	33.33	73.33	16.67	36.67
June or December	16.67	36.67	–	–

Annual Parking Permits (Not refundable)

Business District Employee Parking Permit	\$10.00
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Daily Parking Permits (Not refundable)

Commuter Parking Lots	\$3.00
Business District Employee Parking	\$3.00
Banquet Parking Permit	\$3.00

Remote Lot Parking Permits (Public Works Yards)

Semi-annual charge per vehicle	\$120.00
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Note: The Village Manager may issue permits to allow parking on a limited basis at the Village's landfill site, 1390 Willow Road, by businesses located in the Village of Winnetka, including but not limited to the United States Postal Service, for parking of their fleet vehicles, and by businesses located in the Village of Winnetka that are engaged in the retail sale of automobiles, for parking of their sales inventory. The Village Manager shall determine the number and location of such spaces that may be made available on the site may vary from time to time. Such space shall be limited to areas of the site that the Village Manager determines will not

interfere with the Village’s use of the site. Requests for such parking shall be made directly to the Village Manager. Remote parking spaces shall not be available for the general public.

Valet Parking Permit Application

Fee for one calendar year from the Date of issuance of permit (5.76.030) \$250.00

SECTION 4: FEES FOR VEHICLE IMPOUNDMENT AND TOWING. Fees and charges are hereby established for the impoundment, towing and storage of vehicles upon the issuance of a final notice for unpaid parking tickets, as set forth in the following Impoundment and Towing Fee Schedule, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

IMPOUNDMENT AND TOWING FEES

<u>Type of Fee</u>	<u>Fee Amount</u>	<u>Conditions for Payment or Refund</u>
<i>Impoundment</i>	\$200.00	Payment is required prior to release of vehicle. Payment will be refunded if the hearing officer determines that the impoundment was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Towing and/or Storage - Private Contractor</i>	Actual cost as billed by the towing or impounding facility	Payment is required prior to release of towed, removed, relocated and/or stored vehicle. Payment will be refunded if the hearing officer determines that the towing, removal, relocation and/or storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Storage on Village Property</i>	\$10.00 per day, per vehicle	Payment is required prior to release of stored vehicle. Payment will be refunded if the hearing officer determines that the storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Collateral</i>	100% of the amount of all outstanding fines due, as stated in the final notice.	Payment is required prior to release of impounded, towed, removed, relocated and/or stored vehicle. Payment is also required before a request for a judicial proceeding made pursuant to a “final notice” is processed. Payment will be refunded if, as the result of the dismissal of outstanding or unsettled traffic violation notices, judgments and/or warrants by a court of competent jurisdiction, the impounded or removed vehicle is subject to fewer than five unsatisfied fines for violation of any parking ordinance of the Village.

SECTION 5: MISCELLANEOUS SERVICE FEES. Fees are hereby established for the following certain miscellaneous services and purchase items in the amounts and for the purposes set forth in the following Schedule of General Permit, License and Registration Fees, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Ambulance Services - Residents</i>		2.52.040
Advanced Life Support	\$675.00	
Basic Life Support	\$525.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Ambulance Services – Non-Residents</i>		
Advanced Life Support	\$850.00	
Basic Life Support	\$650.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Audit (Print copy)</i>	\$35.00	
<i>Annual Budget (Print copy)</i>	\$35.00	
<i>Certified copies (per certification)</i>	\$1.00	
<i>Comprehensive Plan</i>		
With Maps	\$35.00	
Without Maps	\$8.50	
<i>Copying, Scanning and Printing Charges</i>		
In-house copying		
Black & White, 8½” x 11” (per side)	\$0.15	
Black & White, 8½” x 14” (per side)	\$0.15	
Black & White, 11” x 17” (per side)	\$0.50	
Color, 8½” x 11” (per side)	\$0.50	
Color, 8½” x 14” (per side)	\$1.00	
Color, 11” x 17” (per side)	\$1.00	
Out-sourced copying	Actual Cost	
Oversize documents (plats, etc.)	Actual Cost	
CD-ROM (per disk)	\$5.00	
DVD recordings of meetings (per DVD)	\$20.00	
<i>Fire Alarm Monitoring Services</i>	\$61.00	
(direct connections to Village’s fire alarm monitoring system only)	per month	
<i>Kenilworth Fire Service</i>		R-9-2017
Annual amount per IGA (2021)	\$531,070.00	

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Other, Unspecified Services</i>	Actual Cost	
<i>Special Detail Police Services</i>	\$70.00 per hour	
<i>Street Cleaning</i>	\$550.00	
<i>Unincorporated Fire Service</i>		13.040.120
Annual amount per Contract address	\$1,311.64	
<i>Winnetka Village Code</i>	\$200.00	
<i>Winnetka Zoning Ordinance</i>	\$10.00	

SECTION 7: FEES FOR SPECIAL SERVICES, FILM PRODUCTION AND SPECIAL EVENTS. Services provided or performed in conjunction with film production permits issued pursuant to Chapter 5.20 of the Winnetka Village Code and in conjunction with special event permits issued pursuant to Chapter 5.66 of the Winnetka Village Code shall be subject to the following fee schedule:

SCHEDULE OF SPECIAL SERVICE FEES

Note: The following hourly rates shall be assessed for: (i) all services provided in conjunction with film production and film production permits issued pursuant to Chapter 5.20 of the Village Code; (ii) all services provided in conjunction with film special events and events subject to special events permits issued pursuant to Chapter 5.66 of the Village Code; and (iii) all other non-standard services provided by Village personnel and all other uses of Village equipment not subject to specific fees set out in either this resolution.

<u>Department</u>	<u>Hourly Rate</u>
<i>Village Administration & Finance Departments</i>	
Village Manager	\$350
Assistant Village Manager	\$290
Village Attorney	\$350
Department Head	\$290
Supervisory Personnel	\$190
Clerical/Support Staff	\$190
<i>Police Department</i>	
Command Staff (Deputy Chief, Commanders)	\$240
Sergeants	\$190
Patrol Officers	\$160
Support Staff	\$140
Vehicles	\$50

<u>Department</u>	<u>Hourly Rate</u>
<i>Fire Department</i>	
Command Staff (Deputy Chief, Captains)	\$240
Lieutenants	\$190
Fire Medics	\$160
Support Staff	\$140
Light Vehicles	\$60
Ambulance	\$110
Fire Truck / Engine	\$460
<i>Public Works</i>	
Supervisory	\$190
Engineers	\$190
Maintenance Workers	\$140
Light Trucks	\$60
Medium Trucks	\$90
Heavy Trucks, Refuse Trucks, Street Sweepers	\$130
<i>Community Development</i>	
Assistant Director	\$240
Planners, Architect	\$190
Inspectors	\$160
Clerical / Support Staff	\$140
Vehicles	\$50
<i>Water & Electric</i>	
Assistant Director	\$240
Supervisory	\$190
Plant Operators	\$160
Linemen	\$160
Clerical / Support Staff	\$130
Light Trucks	\$60
Medium Trucks	\$90
Heavy Trucks, Boom Trucks	\$130

SECTION 8: BUILDING PERMIT, LICENSE AND REGISTRATION FEES.

Pursuant to the sections of the Winnetka Village Code (“Code”) referred to in the following Schedule Building, Zoning and Construction Activity Fees (“Fee Schedule”), there are hereby established certain permit, license and registration fees, in the amounts and for the purposes set forth in said Fee Schedule:

[Remainder of this page intentionally left blank.]

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

WORK PERFORMED WITHOUT PERMITS (SECTION 15.32.010)

All permit fees for work performed without a required permit shall be double the amount of the fees for the required permits.

PERMIT DEPOSITS (SECTIONS 15.32.020, 15.54.120)

[Note: Deposits must be submitted with permit applications. The Village’s costs, including plan review and re-inspections, will be deducted from deposits. Deposit balances will be retained by the Village until a final certification of occupancy is approved.]

For Building Demolition Permits with site restoration plans	\$3,000
For Construction and Demolition Debris Recycling	\$2,000
For Temporary Certificate of Occupancy	\$3,000
For Tree Replacement (for each inch of DBH)	\$250

PLAN REVIEW FEES (SEC. 15.32.020)

For all Building Permits, other than restrictive building permits:

- 15% of building permit fee, \$70 minimum.

For review of Construction Document Revisions

- \$15 for each review where original building permit was subject to minimum fee, building permit is not required, or revision is for a restrictive building permit.
- \$100 for all reviews of any revision to building permit construction documents that do **not** require zoning, engineering, and/or forestry reviews.
- \$130 for all reviews of any revision to building permit construction documents that require zoning, engineering, and/or forestry reviews for minor revisions (as determined by the Director of Community Development).
- 25% of original plan review fee for all reviews of any major revision to building permit construction documents (as determined by the Director of Community Development).

For engineering review required for building in the flood plain:

- Flood plain development review \$500.00
- LOMR review \$500.00

For plan reviews required for fire and life safety systems (Sec. 15.16.070)

- Fire Department review \$130.00
- Technical review services Actual cost

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

CONTRACTOR PERMIT BOND (Sec. 15.32.060)

[**Note:** Bond to be payable to the Village of Winnetka; required of all contractors. Pursuant to the Contractor Unified License and Permit Bond Act of 1998, contractor may provide a certified copy of his/its current unified contractor bond in amount of no less than \$50,000, as on file with Cook County Clerk.] \$20,000

BUILDING PERMIT FEES (Sec. 15.32.020)

Renovations, including remodeling, to existing structures and for other construction activity not specified by Resolution of the Council

- \$30.00 per \$1,000.00 or fraction thereof of the estimated total project cost, \$70.00 minimum.

Construction of new primary structures and additions thereto, including basement and attic areas, whether finished or unfinished, crawl space, attached garages and detached accessory structures, all without deducting for zoning allowances, bonuses or other exceptions

- \$1.30 per horizontal square foot, \$70.00 minimum.

Below Grade Parking Facilities

- \$0.80 per Gross Floor Area square foot.

RESTRICTIVE PERMITS

Canopy/Awning (Sec. 15.44.030) \$70 each
 [**Note:** Certificate of Appropriateness of Design may be required.]

Construction Trailers (Sec. 15.32.020) \$220 each

Demolition (Sec. 15.52.020)

- For each accessory structure \$45
- For demolition with building permit application and complete construction documents. \$16,070
- For demolition with site restoration plan and schedule. \$16,070
 (Note: The \$16,070 includes \$600 reimbursement of payment made by Village of Winnetka to Winnetka Historical Society for research related to demolition of a primary structure)

Fences (Sec. 15.44.060) \$65 each

Roofing (Sec. 15.32.020 and 15.44.100) \$65 each

Signs (Sec. 15.60.140)

[**Note:** Signs may require Certificate of Appropriateness of Design.]

- For each non-illuminated signs \$60
- For each illuminated sign (includes electrical permit fee) \$195

Swimming Pools (Sec. 15.56.020) \$515

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

[**Note:** Includes electrical, plumbing and fence permits]

Tree Enhancement/Tree Protection Plan Review (Sec. 15.28.070)
 • For each review per lot in development site \$90

Landscape/Tree Replacement Plan Review (Sec. 15.28.050 and 15.28.060)
 • For each review per lot in development site \$90

Tree Removal Permit Fee (Sec. 15.28.040)
 • For each tree \$60

ELECTRICAL PERMITS (Sec. 15.32.020 and 15.44.050)

- Base Fee for All Permits \$70
- Electrical Fixtures-outlets, receptacles and switches \$1.10
- Motors over 0.5 hp, per motor \$25
- New Service or Modifications to Existing Service Entrance Equipment
 [Note: Permit fees are waived if modifications result from Water & Electric Department’s scheduled undergrounding program.]
 - Less than 200 amps, per new service or modification \$50
 - 200 amps or more, per new service or modification \$60
- Temporary Service, per service
 - Overhead \$340
 - Underground \$680

PLUMBING AND MECHANICAL (HVAC) PERMITS (Sec. 15.32.020 and 15.44.050)

Plumbing

- Base Fee for All Plumbing Permits (includes 5 fixtures) \$70
- Plumbing Fixtures (beginning with the sixth fixture), per fixture \$10
- Process Piping for Heating System, per unit \$100

HVAC

[**Note:** Exterior installations require zoning approval.]

- Base Fee for all HVAC Permits \$70
- For replacement of duct work only, per unit \$45
- For totally new system, per unit \$90
- For each roof-top unit, new or replacement \$100
- For each new or replacement AC unit, if total capacity on the property is 8 tons or more. \$100
- For minor heating/cooling/ventilation system items, per unit. \$25

Irrigation

- Base Fee \$80
- Per Sprinkler Head \$0.90

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

MISCELLANEOUS FEES

Construction & Demolition Debris (Sec. 15.54.080)	\$250
Development Agreement Base Fee (Sec. 15.32.080(K))	\$1,500
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Development Agreement Supplemental Fee (Sec.15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred, and shall be incorporated into the Development Agreement.	based on Staff time
Fire Prevention Permit (Sec. 15.16.040)	\$130
Partial Permits (Sec. 15.32.110)	\$150
Permit Renewal (Sec. 15.32.200)	50% of total original building permit fee
Stop Work Order (Sec. 15.04.100)	
• 1 st Stop Work Order	\$250
• 2 nd Stop Work Order	\$500
• 3 rd Stop work Order	\$750
Temporary Certificate of Occupancy (Sec. 15.36.010)	\$275
Village Attorney Services (Sec. 5.66.040)	\$350 per hour,
For non-standard services related to post-approval implementation or amendment of development agreements, subdivisions and planned developments	½ hour increments

PETITION FILING FEES

Administrative Appeals	
• Building Code Appeals (Sec. 15.72.010)	\$350
• Zoning Appeals (Sec. 17.72.010)	\$450
Certificate of Appropriateness of Design (Sec. 15.40.010)	
• For each new primary structure or addition thereto	\$450
• For each existing structure	\$125
• For each application for signs, canopies, or awnings	\$55
Consolidation of Land into single parcel (Sec. 16.08.010)	\$550
Driveway Variation (Sec. 12.12.010 and 15.44.040)	\$265
Flood Plain Variation (Sec. 15.68.100)	\$715
Sign Variation (Sec. 15.60.250)	\$220

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Special Use Permit (Sec. 17.56.010)	\$935
Subdivision of Land – Base Fee (Sec. 16.04.040)	\$935
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Subdivision of Land Supplemental Fee (Sec. 15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred. For projects requiring a Development Agreement, the supplemental fee shall be incorporated into the Development Agreement.	
	based on Staff time
Zoning Map Amendment (Sec. 17.72.040)	\$800
Zoning Planned Development (Chapter 17.58)	\$935
Zoning Special Use (Chapter 17.56)	\$935
Zoning Text Amendment (Sec. 17.72.040)	\$800
Zoning Variation by Zoning Administrator (Minor Variation) (Sec. 17.60.015)	\$250
Zoning Variation by Zoning Board of Appeals (Standard Variation) (Sec. 17.60.020)	\$400
Zoning Variation by Ordinance (Major Variation)(Sec. 17.60.030)	\$800
STREETS, SIDEWALKS, DRIVEWAYS AND OTHER IMPERMEABLE SURFACES (Sec. 12.04.110)	
Driveway curb cut, new or enlarged (Sec. 12.12.010)	\$200
[Note: Includes right-of-way excavation fee.]	
Right-of-way Excavation and/or Occupation, per excavation/occupation (Sec. 12.16.010 and 12.20.010)	\$125
Sewer, per sewer line type (Sec. 15.24.090)	\$150
Impermeable Surfaces (including driveways, sidewalks, patios, etc.) (Sec. 12.08.010)	\$75
Street Replacement (Sec. 12.04.20)	
• Noncompliance fee	\$5,000

[Remainder of this page intentionally left blank.]

SECTION 9: DETERMINATION OF CONSTRUCTION COSTS. In setting any fee based on the cost of construction, the Director of Community Development may use any of the following methods:

- A. An estimate furnished by the permit applicant;
- B. A certification of the cost of construction from a licensed architect or a registered structural or professional engineer;
- C. An affidavit from the owner or the owner’s agent setting forth the estimated cost of the proposed work; or
- D. A calculation to be made by the Director of Community Development, based on the most current edition of the RS Means Square Foot Costs Book.

SECTION 10: FEE FOR RETURNED PAYMENTS. A fee of \$30.00 shall be charged for any payment of fees charged pursuant to this Resolution that is returned to the Village for any reason (excluding building permits), including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 11: FEE FOR RETURNED BUILDING PERMIT PAYMENTS. A fee in the amount of \$150.00 or 5% of the building permit fee, whichever is greater, shall be charged for any payment that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 12: REPEALER. Resolution R-88-2018 shall be, and is hereby, repealed and shall no longer be in force and effect from and after the passage of this Resolution and approval according to law.

SECTION 13: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2021.

ADOPTED this ___ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: December 1, 2020

Adopted:



Agenda Item Executive Summary

Title: Property Tax Levy and Abatement Ordinances (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/15/2020

Consent: YES NO

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

Item History:

The Council has reviewed the proposed 2021 calendar year budget and the funding provided by property taxes to balance the budget. The proposed 2020 property tax levy will generate \$15,161,834 for Village operations, an increase of \$114,361 or .76% from the prior year. Because new development is estimated at .76%, most residents will see no increase in the property taxes they pay to the Village.

Executive Summary:

The 2020 property tax levy sets the amount of revenue to be raised from property taxes to fund Village operations. In Illinois, property taxes are paid a year in arrears. This means that the amount of money requested for the 2020 property tax levy will be received by the Village in 2021.

In addition to the tax levy ordinance for general operations, the Village has one active special service area with a separate tax levy paid only by persons in the special service area.

The Village issued General Obligation bonds in the amount of \$9.0 million in 2013 and \$7.5 million in 2014 to fund stormwater improvements. These bonds were refunded and replaced by the Series 2020 bonds with the intention of the Village to abate the property tax levy each year for these bonds and to pay the principal and interest from stormwater utility fees collected by the Village. It should be noted that as part of the 2020 refunding process the 2013 bonds were fully abated while the 2014 bonds will need to be abated one last time in 2020. There are adequate funds on hand to allow for the abatement of the property tax levy for 2020 related to these General Obligation bond issues.

Recommendation:

1) Consider adoption of the general property tax levy (Ordinance No. M-17-2020), one special service area tax levy (Ordinance No. M-18-2020), and two tax abatement ordinances (Ordinance Nos. M-19-2020 and M-20-2020).

Attachments:

- 1) Property Tax Levy Calculations Spreadsheet
- 2) Schedule of Special Service Area Financing
- 3) Ordinance No. M-17-2020 2020 Tax Levy Ordinance
- 4) Ordinance No. M-18-2020 SSA No. 3 Tax Levy Ordinance
- 5) Ordinance No. M-19-2020 Tax Abatement Ordinance (GO Series 2020 - bond issue)
- 6) Ordinance No. M-20-2020 Tax Abatement Ordinance (GO Series 2014 - bond issue)

Attachment 1

Village of Winnetka Schedule of Property Tax Levy Calculations

<u>Tax Levy Category</u>	2019 Actual Tax Levy	2020 Proposed Tax Levy	\$ - Change	% - Change
<u>General Fund:</u>				
Corporate	\$10,258,709	\$11,345,282	\$1,086,573	10.592%
Business District Revitalization	\$1,100,000	\$1,100,000	\$0	0.000%
<u>Other Funds:</u>				
Police Pension	\$1,720,195	\$1,291,013	(\$429,182)	-24.950%
Fire Pension	\$1,968,569	\$1,425,539	(\$543,030)	-27.585%
 Total Village-wide Tax Levy	 \$15,047,473	 \$15,161,834	 \$114,361	 0.760%
 Less: New Development @ .76%		 (\$114,361)	 (\$114,361)	 -0.760%
 Existing Tax Payer Increase	 \$15,047,473	 \$15,047,473	 \$0	 0.000%

Increase (Decrease) Based on Total Property Tax Bill
--

Total Property Taxes Paid 100.00%	Other Taxing Distr. 87.41%	Village 12.59%	0.0% Change / Village
\$10,000	\$8,741	\$1,259	\$0
\$15,000	\$13,111	\$1,889	\$0
\$20,000	\$17,482	\$2,518	\$0
\$25,000	\$21,852	\$3,148	\$0
\$30,000	\$26,223	\$3,777	\$0
\$35,000	\$30,593	\$4,407	\$0
\$40,000	\$34,964	\$5,036	\$0
\$50,000	\$43,705	\$6,295	\$0
\$60,000	\$52,446	\$7,554	\$0

Attachment 2

**Village of Winnetka
Schedule of Special Service Area Financing
Interest Rate**

4.00%

**SSA #3
Trapp Lane
est cost**

SSA Principal Amount for Homeowners	\$ 255,000.00
Limit in Ordinances Approving SSA	\$ 315,947.50
Term of Repayments in Years	10

Debt Retirement Schedule

2011 Tax Levy	
Beginning Principal	\$ 255,000.00
Interest @ 4%	\$ 10,200.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 35,700.00
Ending Principal	\$ 229,500.00
2012 Tax Levy	
Beginning Principal	\$ 229,500.00
Interest @ 4%	\$ 9,180.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 34,680.00
Ending Principal	\$ 204,000.00
2013 Tax Levy	
Beginning Principal	\$ 204,000.00
Interest @ 4%	\$ 8,160.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 33,660.00
Ending Principal	\$ 178,500.00
2014 Tax Levy	
Beginning Principal	\$ 178,500.00
Interest @ 4%	\$ 7,140.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 32,640.00
Ending Principal	\$ 153,000.00
2015 Tax Levy	
Beginning Principal	\$ 153,000.00
Interest @ 4%	\$ 6,120.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 31,620.00
Ending Principal	\$ 127,500.00
2016 Tax Levy	
Beginning Principal	\$ 127,500.00
Interest @ 4%	\$ 5,100.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 30,600.00
Ending Principal	\$ 102,000.00

2017 Tax Levy	
Beginning Principal	\$ 102,000.00
Interest @ 4%	\$ 4,080.00
Principal repaid	<u>\$ 25,500.00</u>
Interest and Principal for YR	\$ 29,580.00
Ending Principal	\$ 76,500.00
2018 Tax Levy	
Beginning Principal	\$ 76,500.00
Interest @ 4%	\$ 3,060.00
Principal repaid	<u>\$ 25,500.00</u>
Interest and Principal for YR	\$ 28,560.00
Ending Principal	\$ 51,000.00
2019 Tax Levy	
Beginning Principal	\$ 51,000.00
Interest @ 4%	\$ 2,040.00
Principal repaid	<u>\$ 25,500.00</u>
Interest and Principal for YR	\$ 27,540.00
Ending Principal	\$ 25,500.00
2020 Tax Levy	
Beginning Principal	\$ 25,500.00
Interest @ 4%	\$ 1,020.00
Principal repaid	<u>\$ 25,500.00</u>
Interest and Principal for YR	\$ 26,520.00
Ending Principal	\$ -

**AN ORDINANCE
LEVYING TAXES FOR THE YEAR 2020**

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, on December 3, 2019, the Council of the Village of Winnetka (“Village Council”) adopted Resolution No. R-86-2019, which budgeted \$32,119,052 to meet the expenses and liabilities of the Village for general corporate purposes and retirement fund contributions for the fiscal year beginning January 1, 2020, and ending December 31, 2020; and

WHEREAS, pursuant to page 394 of the budget approved on December 3, 2019, the Village Council has made its preliminary estimate of the 2020 levy, estimating that it is necessary to raise Fifteen Million One Hundred Ninety-Seven Thousand Nine Hundred Forty-Eight Dollars (\$15,197,948) by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2020, and ending December 31, 2020; and

WHEREAS, at its November 5, 2020 meeting, the Village Council, upon evaluation of the proposed fiscal year 2021 annual budget, directed the staff to present a 2020 property tax levy for consideration at the December 15, 2020, Village Council meeting, said property tax levy to be in the amount of Fifteen Million One Hundred Sixty-One Thousand Eight Hundred Thirty-Four Dollars (\$15,161,834), Thirty-Six Thousand One Hundred Fourteen Dollars (\$36,114) more than was estimated to be necessary to be raised by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2020, and ending December 31, 2020; and

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

SECTION 1: That the foregoing recitals are hereby adopted as the findings of the Council of the Village of Winnetka, as fully set forth herein.

SECTION 2: That in order to meet the expenses and liabilities of the Village of Winnetka for the fiscal year beginning January 1, 2020, and ending December 31, 2020, for general corporate purposes and for retirement fund contributions, there is hereby levied upon all of the taxable property within the corporate limits of the Village of Winnetka subject to taxation for the current year, as assessed and equalized for the year 2020, the sum of Fifteen Million One Hundred Sixty-One Thousand Eight Hundred Thirty-Four Dollars (\$15,161,834), which is to be collected from the levy of the Village of Winnetka for the year 2020 for all purposes heretofore budgeted.

2020 TAX LEVY SUMMARY

General Fund	Amount Budgeted	Amount To Be Raised By Tax Levy
For General Corporate Purposes		
Public Affairs	\$ 138,612	\$ 60,335
Manager's Office	\$ 1,557,852	\$ 678,097
Finance Department	\$ 1,538,081	\$ 669,491
Police	\$ 7,847,431	\$ 3,415,804
Fire	\$ 6,383,881	\$ 2,778,755
Community Development	\$ 1,738,381	\$ 756,676
Public Works	\$ 4,400,292	\$ 1,915,344
Capital Expenses	\$ 2,460,000	\$ 1,070,780
General Fund Transfers	\$ 1,650,000	\$ 1,100,000
Totals for General Fund	\$ 27,714,530	\$ 12,445,282
For Retirement Fund Contributions		
For Police Pension Fund	\$ 2,448,251	\$ 1,291,013
For Fire Pension Fund	\$ 2,587,675	\$ 1,425,539
Totals for Retirement Fund Contributions	\$ 5,035,926	\$ 2,716,552
Total Amount Budgeted	\$ 32,750,456	
Total Amount of Levy		\$ 15,161,834

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Fifteen Million One Hundred Sixty-One Thousand Eight Hundred Thirty-Four Dollars (\$15,161,834), which is the total amount the Village of Winnetka requires to be raised by taxation for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2020 on all properties subject to taxation within the Village of Winnetka, in accordance with the provisions of this Ordinance.

SECTION 4: This Ordinance is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 5: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: December 1, 2020

Adopted:

Attachment 4

ORDINANCE NO. M-18-2020

**AN ORDINANCE LEVYING TAXES FOR THE YEAR 2020
FOR VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS
SPECIAL SERVICE AREA NO. 3**

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, Village of Winnetka Special Service Area No. 3 has been established pursuant to Ordinance M-6-2010, adopted by the Council of the Village of Winnetka (“Village Council”) on April 20, 2010, and Ordinance M-13-2010, adopted by the Village Council on July 20, 2010, to provide for certain special services within the territory described in said ordinances, such special services consisting of the construction of a storm sewer, the reconstruction and repaving of Trapp Lane, the construction of a cul-de-sac at the terminus of Trapp Lane and the construction of related appurtenances (“Special Services”), all in conjunction with the dedication of Trapp Lane as a public right of way; and

WHEREAS, the Village Council have determined that, in the interest of the health, safety and welfare of the Village and its residents, it is appropriate to adopt an ordinance levying taxes within Special Service Area No. 3; and

WHEREAS, the construction of the improvements in Special Service Area No. 3 were in excess of Two Hundred Fifty-Five Thousand Dollars (\$255,000.00); and

WHEREAS, the total term of repayment of the project costs for Special Service Area No. 3 is 10 years and the 2020 Tax Levy is for Year Ten of Ten; and

WHEREAS, the Village Council have determined that the total amount to be raised by the levy of taxes on taxable property within Special Service Area No. 3 for the cost of providing such Special Services for the fiscal year beginning January 1, 2020, and ending December 31, 2020 is Twenty-Six Thousand Five Hundred Twenty Dollars (\$26,520).

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

SECTION 1: That the foregoing recitals are hereby adopted as the findings of the Council of the Village of Winnetka, as fully set forth herein.

SECTION 2: That in order to meet the cost of providing the above-described Special Services within Special Service Area No. 3 for the fiscal year beginning January 1, 2020, and ending December 31, 2020, there is hereby levied upon all of the taxable property within Village of Winnetka Special Service Area No. 3 subject to taxation for the current year, as assessed and equalized for the year 2020, the sum of Twenty-Six Thousand Five Hundred Twenty Dollars (\$26,520), which is to be collected from the levy of the Village of Winnetka for the year 2020 for the purposes heretofore budgeted.

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Twenty-Six Thousand Five Hundred Twenty Dollars (\$26,520), which is the total amount the Village of Winnetka requires to be raised by taxation to meet the costs of Special Service Area No. 3 for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2020 on all properties subject to taxation within Village of Winnetka Special Service Area No. 3, in accordance with the provisions of this Ordinance.

SECTION 4: Each provision of this Ordinance is severable. If any provision of this Ordinance or the application of any provision of this Ordinance to any person or circumstance is held invalid, then the remainder of this Ordinance and the application of the provisions of this Ordinance to other persons or circumstances shall not be affected thereby and shall remain valid, enforceable and otherwise in full force and effect.

SECTION 5: This Ordinance is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 6: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this ___ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: December 1, 2020

Adopted:

Attachment 5

ORDINANCE NO. M-19-2020

**AN ORDINANCE
ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2020
TO PAY THE PRINCIPAL OF AND INTEREST ON
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020,
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, the Council of the Village, consisting of the President and Board of Trustees (the “Council”), by Ordinance Number M-16-2020, adopted on the 13th day of October, 2020 (the “Ordinance”), did provide for the issue of \$12,035,000 Taxable General Obligation Refunding Bonds, Series 2020 (the “Bonds”), and for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village has deposited sufficient funds in the bond fund established by the Ordinance to pay the principal of and interest on the Bonds up to and including December 15, 2021; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2020 to pay the principal of and interest on the Bonds be abated in its entirety.

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

SECTION 1: Abatement of Tax. The tax heretofore levied for the year 2020 of Five Hundred Twenty-Eight Thousand One Hundred Twenty-One Dollars and Ninety-Two Cents (\$528,121.92) in the Ordinance to pay the principal and interest on the Bonds is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2020 in accordance with the provisions hereof.

SECTION 3: **Home Rule.** This Ordinance is adopted by the Council in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

[Remainder of this page intentionally left blank.]

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and its passage, approval, and posting as provided by law.

PASSED this ___ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: December 1, 2020

Adopted:

Attachment 6

ORDINANCE NO. M-20-2020

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2020 TO PAY THE PRINCIPAL OF AND INTEREST ON
GENERAL OBLIGATION BONDS, SERIES 2014,
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, the Council of the Village, consisting of the President and Board of Trustees (the “Council”), by Ordinance Number M-16-2013, adopted on the 3rd day of December, 2013 (the “Ordinance”), did provide for the issue of \$7,500,000 General Obligation Bonds, Series 2014 (the “Bonds”), for the financing of certain improvements to the stormwater system of the Village and for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village has deposited sufficient funds in the bond fund established by the Ordinance to pay the principal of and interest on the Bonds up to and including December 15, 2021; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2020 to pay the principal of and interest on the Bonds be abated in its entirety.

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

SECTION 1: Abatement of Tax. The Village previously abated Two Hundred Eighty-Six Thousand Nine Hundred Dollars (\$286,900.00) of the tax heretofore levied for the year 2020 in the Ordinance to pay principal and interest on the Bonds. The remaining tax heretofore levied for the year 2020 of Seven Hundred Sixty-Four Thousand Four Hundred Dollars (\$764,400.00) is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2020 in accordance with the provisions hereof.

SECTION 3: Home Rule. This Ordinance is adopted by the Council in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and its passage, approval, and posting as provided by law.

PASSED this ___ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: December 1, 2020

Adopted:



Agenda Item Executive Summary

Title: Ordinance No. M-15-2020: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction/Adoption) +

Presenter: Marc Hornstein, Chief of Police

Agenda Date: 12/15/20

Consent: YES NO

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

Item History:

None.

Executive Summary:

During the year, the Police, Fire, Public Works, and Water & Electric Departments have identified materials and equipment that have reached the end of their useful lives, are not capable of re-use, or are no longer useful to the Village. A listing of specific items identified are contained as Exhibit A of the Ordinance.

The Water & Electric Department routinely monitors the condition of its equipment and retires equipment such as transformers, meters, switchgear, and cable as it becomes obsolete or too costly to repair, or when it becomes unsuitable for further use due to factors such as its size, short length, mechanical damage, or electrical failure. Cable, switchgear, and meters are disposed of through a recycling center. Transformers are disposed of using vendors that specialize in the recycling or re-manufacture of utility type transformers.

The Police Department gains possession of abandoned, lost, stolen, or illegally-possessioned personal property and transfers custody of this personal property to the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3.

Staff is requesting the disposal of six department-owned firearms that are past their useful life and/or have been replaced with other firearms. These include: Glock 27, 40 caliber semi-automatic pistols with serial numbers: CLW119, EDZ887, EHM857, KFM549, KPH690, and a Glock 23C semi-automatic pistol, serial number: CFK557. These firearms will be sold and transferred to a Federal Firearms Licensee that specializes in police equipment. In addition to the firearms, there are ammunition magazines and accessories that require disposal along with expired soft body armor.

Staff is requesting the disposal of unusable/outdated office furniture from the police department that includes cabinets, shelving units, folding tables, and a couch.

Staff is also requesting to dispose of six vehicles that are past their useful life and/or have been replaced with other vehicles. The vehicles will be sold through an on-line auction service.

Executive Summary (continued):

These vehicles are as follows:

- 1997 Ford F-450 (VIN #3FELF47F8VMA34454) - 56,369 miles, WE-562.
- 2006 Dodge Dakota (VIN #1D7HW22K97S242897) - 76,246 miles, WE-64.
- 2006 Freightliner M2106 (VIN #1FVHCYC36HV81675) - 74,234 miles, PW-32.
- 2006 Ford Taurus (VIN #1FAHP532X6A131714) - 64,484 miles, PW-90.
- 2007 Ford F250 (VIN #1FTSW21P37EA60060) - 32,957 miles, FD-79.
- 2009 Ford Expedition (VIN #1FMFU16539LA11041) - 109,070 miles, WE-67.

Ordinance No. M-15-2020 authorizes the Village Manager or his designee to dispose of such items of surplus property deemed no longer necessary or useful to the Village during the 2021 calendar year in a manner to be determined by the Village Manager, at his discretion.

Recommendation:

Consider waiving introduction of Ordinance No. M-15-2020 and adopting the Ordinance OR consider only introduction of Ordinance No. M-15-2020.

The Ordinance would authorize the disposition of surplus personal property owned by the Village of Winnetka.

Attachments:

- 1) Ordinance No. M-15-2020

**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 has identified certain: (i) equipment and materials owned by the Village and used by the Village Water and Electric, Public Works, and Police Departments that have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village; (ii) items of abandoned, lost, stolen, or illegally-possessioned personal property in the custody of the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3, which personal property is not necessary or useful to, or for the best interests of, the Village; and (iii) vehicles owned by the Village and used by the Village Public Works and Village Police Departments that have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village (collectively, the “*Surplus Property*”); and

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

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

NOW, THEREFORE, be it ordained by the Council of the Village of Winnetka as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated as the findings of the Village Council as if fully set forth herein.

SECTION 2: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY. Pursuant to the Village’s home rule authority, the Village Council hereby authorizes the Village Manager, or the Manager’s designee, to dispose of the Surplus Property listed in **Exhibit A** attached, and by this reference incorporated into this Ordinance, in a manner to be determined by the Village Manager, in the Manager’s discretion.

SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby 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, approval, and publication in the manner provided by law.

PASSED this 15th day of December, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 15th day of December, 2020.

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 _____, 2020.

Introduced: December 15, 2020

Passed and Approved: December 15, 2020

EXHIBIT A

SURPLUS PROPERTY

Department	Model	Serial or VIN No.	Miles
Water & Electric	1997 Ford F-450	VIN #3FELF47F8VMA34454	56,369 miles
Water & Electric	2006 Dodge Dakota	VIN #1D7HW22K97S242897	76,426 miles
Public Works	2006 Freightliner M2106	VIN #1FVHCYC36HV81675	74,234 miles
Public Works	2006 Ford Taurus	VIN #1FAHP532X6A131714	64,484 miles
Fire Department	2007 Ford F-250	VIN #1FTSW21P37EA60060	33,124 miles
Public Works	2005 Ford Taurus	VIN #1FAFP53205A145497	89,195 miles
Water & Electric	2009 Ford Expedition	VIN #1FMFU16539LA11041	109,070 miles
Police Department	2011 Honda Accord (Asset Forfeiture)	VIN #1HGCP2F62BA073563	96,844 miles
Police Department	6 Overhead Cabinets	Knoll Reuter (No Serial #)	N/A
Police Department	2 Metal Storage Shelving Units	(No Serial #)	N/A
Police Department	2 Storage Cabinets	Allsteel (No Serial #)	N/A
Police Department	Office Couch	(No Serial #)	N/A
Police Department	11 Folding Tables	No Serial #)	N/A
Police Department	Glock 27, 40 caliber, semi-automatic pistol	CLW119	
Police Department	Glock 27, 40 caliber, semi-automatic pistol	EDZ887	
Police Department	Glock 27, 40 caliber, semi-automatic pistol	EHM857	
Police Department	Glock 27, 40 caliber, semi-automatic pistol	KFM549	
Police Department	Glock 27, 40 caliber, semi-automatic pistol	KPH690	
Police Department	Glock 23C, 40 caliber, semi- automatic pistol	CFK557	