1.0 **ROLL CALL**

2.0 **PUBLIC COMMENT**

3.0 **CONSENT AGENDA**

Matters listed for consideration on the Consent Agenda are items of routine business that ordinarily are not debated by the Village Board. Routine business may include adoption of ordinances, introduction of ordinances, land use cases with positive recommendations from a public body, minutes, reports, appointments, and contracts. Matters referred to a Village Board committee will not be acted upon until the assigned committee submits its report and recommendation to the full Village Board. Village Board rules (unless waived by majority vote) require that Ordinances not related to land use cases be “introduced” at one meeting and not considered for “adoption” until a subsequent meeting, at which time they may be discussed.

The Village President will inquire if a member of the Board or member of the public wishes to discuss any item on the Consent Agenda. If such a request is made, the item will be removed from the Consent Agenda and taken up by the Village Board in the order shown. Thereafter, the Village President will request a motion and second for passage of all remaining items listed. The resulting roll call vote on the Consent Agenda will be applicable to each remaining agenda item. Any item removed from the Consent Agenda is subject to a five-minute time limit. Any agenda item beginning with a 3 is on the Consent Agenda.

3.1 Approval of minutes from the Regular Board meeting held on February 22, 2022.

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1 Members of the public that attend the above noticed meetings may address the public body during Public Comment. Members of the public that will not be attending the above noticed meetings may submit a comment in advance of a meeting by emailing their comment to publiccomment@wilmette.com. All emailed comments received two hours prior to the start of a meeting will be provided, unredacted, to the public body. Emails received at any time within two hours of the beginning of the meeting until its adjournment will be included in the draft minutes of the meeting.
LAND USE COMMITTEE CONSENT AGENDA

3.2 Presentation of minutes from the Historic Preservation Commission meeting held on December 13, 2021.

3.3 Presentation of minutes from the Appearance Review Commission meeting held on January 24, 2022.

3.4 Presentation of minutes from the Appearance Review Commission meeting held on February 7, 2022.

3.5 Historic Preservation Commission Report, Case #2021-HPC-03, 810 Forest Avenue, regarding a request for a Certificate of Appropriateness for window replacements in the existing openings on the south (front), east and west elevations on the local landmark (Wischmeyer House).

3.6 Appearance Review Commission Report, Case #2022-AR-05, 3232 Lake Avenue, regarding a request for a variation to display more than one wall sign per exterior wall, a sign variation to install a sign on a canopy and a wall sign coverage variation in accordance with the plans submitted; Zoning Board of Appeals Report, Case #2022-Z-13, 3232 Lake Avenue, regarding a request for an approximate 3,000 square foot floor area variation and a 5.0' height variation to permit the installation of new building overhangs, building cladding and a clerestory to facilitate a new retail occupant (Wayfair) in accordance with the plans submitted; adoption of Ordinance #2022-O-19.

3.7 Zoning Board of Appeals Report, Case #2022-Z-14, 200 Skokie Boulevard, regarding a request for a special use to operate a commercial use occupying more than 5,000 square feet to permit the operation of Murray Bros. Caddyshack Restaurant in accordance with the plans submitted. The use shall run with the use; adoption of Ordinance #2022-O-21.

3.8 Zoning Board of Appeals Report, Case #2022-Z-15, 3545 Lake Avenue, regarding a request for a special use for a medical clinic, large to permit the operation of Kick Start Pediatric Therapy Network in accordance with the plans submitted. The use shall run with the use; adoption of Ordinance #2022-O-22.

3.9 Zoning Board of Appeals Report, Case #2022-Z-16, 161 Prairie Avenue, regarding a request for a 4.7’ side yard solar panel setback variation and a 7.0’ rear yard solar panel setback variation to permit the installation of roof-mounted solar panels in accordance with the plans submitted; adoption of Ordinance #2022-O-23.

FINANCE COMMITTEE CONSENT AGENDA

3.10 Approval of the February 2022 Disbursement Report.

ADMINISTRATION COMMITTEE CONSENT AGENDA

3.12 Notice of vacancy on the Historic Preservation Commission due to the term expiration of Christine Harmon.

MUNICIPAL SERVICES COMMITTEE CONSENT AGENDA

3.13 Adoption of Resolution #2022-R-27 authorizing the Village Manager to execute a contract in an amount not-to-exceed $60,000 with RJN Group, Wheaton, Illinois, for west side sanitary sewer evaluation services.

3.14 Adoption of Resolution #2022-R-28 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $52,200 with Corrective Asphalt Materials, LLC, Sugar Grove, Illinois, for pavement rejuvenation services.

3.15 Adoption of Resolution #2022-R-29 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $27,000 with Patriot Pavement Maintenance, Inc., Des Plaines, Illinois, crack sealing services.

3.16 Adoption of Resolution #2022-R-30 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $190,300 with Chicagoland Paving Contractors, Inc., Lake Zurich, Illinois, for asphalt patching services.

3.17 Adoption of Resolution #2022-R-31 authorizing the Village Manager to execute a contract in the amount not-to-exceed $56,495 with Christopher B. Burke Engineering, Ltd., Rosemont, Illinois, for Phase II engineering services for the Wilmette Avenue Resurfacing Project Green Bay Road to Ridge Road.

3.18 Adoption of Resolution #2022-R-32 authorizing the Village Manager to execute a contract amendment with Standard Equipment Company, Elmhurst, Illinois, for the trade-in credit of a street sweeper.

3.19 Adoption of Resolution #2022-R-33 authorizing the Village Manager to execute a contract in the amount not-to-exceed $34,806 with Monroe Truck Equipment, Monroe, Wisconsin, for equipment outfitting a medium duty truck chassis.

3.20 Adoption of Resolution #2022-R-34 authorizing the Village Manager to execute a five-year contract in the amount not-to-exceed $69,320, with Fleet Analytics, LLC, Suwanee, Georgia, for GPS fleet vehicle tracking services.

3.21 Introduction of Ordinance #2022-O-24 authorizing the disposal of surplus property owned by the Village of Wilmette.
4.0 REPORTS OF OFFICERS

4.1 Proclamation designating the month of March 2022 as National Women’s History Month in the Village of Wilmette.

4.2 Presentation of Wayfair design as approved by the Appearance Review Commission.

5.0 REPORT OF LIQUOR CONTROL COMMISSIONER

6.0 STANDING COMMITTEE REPORTS

6.1 LAND USE STANDING COMMITTEE REPORT

6.11 REMOVE FROM TABLE – Zoning Board of Appeals Report, Case #2022-Z-10, 515 Greenleaf Avenue, regarding a request for a 9.75’ side yard generator setback variation and a 9.83 decibel sound variation to permit the installation of an emergency standby generator in accordance with the plans submitted.

6.12 Adoption of Ordinance #2022-O-20 amending regulations regarding trees (Chapter 29 – Tree Regulations).

6.2 FINANCE STANDING COMMITTEE REPORT
All items listed on the Consent Agenda.

6.3 ADMINISTRATION STANDING COMMITTEE REPORT
All items listed on the Consent Agenda.

6.4 MUNICIPAL SERVICES STANDING COMMITTEE REPORT
All items listed on the Consent Agenda.

6.5 PUBLIC SAFETY STANDING COMMITTEE REPORT
No report.

6.6 JUDICIARY STANDING COMMITTEE REPORT
No report.

6.7 REPORTS FROM SPECIAL COMMITTEES

7.0 NEW BUSINESS

7.1 Consideration of the cancellation of the March 22, 2022 Regular Village Board meeting.

8.0 ADJOURNMENT
MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD
OF TRUSTEES OF THE VILLAGE OF WILMETTE, ILLINOIS HELD IN THE
COUNCIL ROOM OF SAID VILLAGE HALL, 1200 WILMETTE AVENUE,
WILMETTE, ILLINOIS ON TUESDAY, FEBRUARY 22, 2022.

President Plunkett called the meeting to order at 7:30 p.m.

1.0 **ROLL CALL**

President: Senta Plunkett

Trustees: Peter Barrow
          Kathy Dodd
          Kate Gjaja
          Gina Kennedy
          Justin Sheperd
          Daniel Sullivan

Staff Present: Michael Braiman, Village Manager
              Erik Hallgren, Assistant Village Manager
              Jeffrey Stein, Corporation Counsel
              John Adler, Director of Community Development
              Lisa Roberts, Assistant Director of Community Development
              Guy Lam, Deputy Director of Public Works
              Kevin Sorby, Village Forester
              Rob Wasley, Village Forester

2.0 **PUBLIC COMMENT**

2.1 Public comment emails.

Patrick O’Gara, 740 Laramie Avenue, said he represents Friends of West Park and believes the Board is aware of the proposed expansion of the Wilmette Platform Tennis Club. He said the neighbors are concerned the planned changes will destroy the park, and they also have concerns about its current operations. He said there are activities and lighting until 11 p.m., which is against the Village Code.
He said they do not feel they have been given sufficient or accurate information and have received conflicting reports from the Park District and the Village of Wilmette. He requested the Board get involved in learning about their group and the operations and planned project at West Park. He said he hopes the Board votes against the project.

Village Manager Mike Braiman said the Park District’s application will be before the Zoning Board of Appeals (ZBA) on March 16 and will come to the Village Board sometime in April. He said the application and supporting materials will be available on the Village website for the community’s review prior to the ZBA meeting in March.

There was no further public comment.

### 3.0 **CONSENT AGENDA**

Trustee Sheperd moved to approve the Consent Agenda as follows:

3.1 Approval of minutes from the Regular Board meeting held on February 8, 2022.

### LAND USE COMMITTEE CONSENT AGENDA

3.2 Presentation of minutes from the Zoning Board of Appeals meeting held on January 19, 2022.

3.3 Presentation of minutes from the Land Use Committee meeting held on October 21, 2021.

3.4 Presentation of minutes from the Land Use Committee meeting held on November 16, 2021.

3.5 Presentation of minutes from the Land Use Committee meeting held on December 15, 2021.

3.6 Presentation of minutes from the Appearance Review Commission meeting held on October 4, 2021.

3.7 Presentation of minutes from the Appearance Review Commission meeting held on January 24, 2022.

3.8 Approval of Temporary Use Permit #2022-TU-06 to permit the construction of a temporary tent at Beth Hillel, 3220 Big Tree Lane, from March 10, 2022 to November 10, 2022.

3.9 Zoning Board of Appeals Report, Case #2022-Z-11, 1519 Washington Avenue, regarding a request for a 934.94 square foot (11.69%) total floor area variation to permit the construction of a detached two-car garage in accordance with the plans submitted; adoption of Ordinance #2022-O-17.
3.10 Zoning Board of Appeals Report, Case #2022-Z-12, 2500 Kenilworth Avenue, regarding a request for a 2.0’ fence height variation and fence openness variation to permit the replacement of a 6.0’ tall solid fence in a side yard adjoining a street in accordance with the plans submitted; adoption of Ordinance #2022-O-18.

3.11 REMOVE FROM TABLE - Zoning Board of Appeals Report, Case #2022-Z-07, 3120 Hill Lane, regarding a request for a 9.58’ side yard swimming pool setback variation and a 13.0’ side yard pool equipment setback variation to permit the reconstruction of an existing in-ground swimming pool in accordance with the plans submitted; adoption or Ordinance #2022-O-13.

3.12 REQUEST TO TABLE TO THE MARCH 8, 2022 REGULAR VILLAGE BOARD MEETING - Zoning Board of Appeals Report, Case #2022-Z-10, 515 Greenleaf Avenue, regarding a request for a 9.75’ side yard generator setback variation and a 9.83 decibel sound variation to permit the installation of an emergency standby generator in accordance with the plans submitted.

3.13 Plan Commission Case #2022-P-01, 2608 Old Glenview Road, regarding a request for tentative plat approval for a two-lot subdivision in accordance with the plans submitted.

ADMINISTRATION COMMITTEE CONSENT AGENDA

3.14 Presentation of minutes from the Housing Commission meeting held on October 25, 2021.

3.15 Adoption of Resolution #2022-R-26 authorizing the Village Manager to execute a three-year contract extension per the unit rate schedule with DELL EMC, North America Sales, Chicago, Illinois, for the Illinois Microsoft Enterprise Agreement.

MUNICIPAL SERVICES COMMITTEE CONSENT AGENDA

3.16 Adoption of Resolution #2022-R-18 authorizing the Village Manager to execute a two-year contract per unit rate schedule with Arthur Weiler, Inc., Zion, Illinois, for tree planting services.

3.17 Adoption of Resolution #2022-R-23 authorizing the Village Manager to execute a contract in the amount not-to-exceed $268,414 with Standard Equipment Company, Elmhurst, Illinois, for the purchase of a street sweeper.

3.18 Adoption of Resolution #2022-R-1 authorizing the Village Manager to execute a contract in the amount not-to-exceed $240,000 with American
Underground, Inc., Wheeling, Illinois, for the 2022 Sewer Cleaning and Televising Program.


4.0 REPORTS OF OFFICERS

There were no reports from Village Manager Mike Braiman or Corporation Counsel Jeffrey Stein.

5.0 REPORT OF LIQUOR CONTROL COMMISSIONER

There was no report.

6.0 STANDING COMMITTEE REPORTS

6.1 LAND USE STANDING COMMITTEE REPORT

6.1.1 Introduction of Ordinance #2022-O-20 amending regulations regarding trees (Chapter 29 – Tree Regulations).

President Plunkett thanked all the residents that have been engaged in this process, stating their feedback has been very helpful. She said the Board will be discussing various aspects of the ordinance tonight; however, there will be no formal vote. She said she hopes to be able to give staff some direction this evening that will assist in drafting an ordinance to be presented at the next Board meeting.

Village Manager Mike Braiman gave a presentation (PowerPoint attached). He started with an overview of our current tree preservation policies. He then discussed the impetus for the review of those policies, stating it was due in large part to feedback from residents who were concerned that large, healthy trees were being removed without notice or a process in place to identify preservation opportunities. He said the Land Use Committee (LUC) utilized data from 2019 which revealed a total of 26 projects that would have triggered the ordinance and of those 26 projects, there was a net loss of 43 trees. He said based on this information, the LUC determined our current policies were not sufficient to discourage the removal of large, healthy trees.

Mr. Braiman said over the course of this review process, there have been several different data sets with canopy coverage information collected in different ways that are not comparable. He said in staff's discussions with Chicago Region Tree Initiative (CRTI), they promised to provide a data set that we can use to compare our canopy coverage from 2010 to 2017. He said they did indicate that
a preliminary review showed Wilmette’s tree canopy has decreased; however, they were not willing to put a percentage value on that until the report has gone through the quality control process. He said when that data becomes available, it will be shared with the LUC and Village Board.

Mr. Braiman outlined the goals of the tree preservation policy, indicating the minimization of unnecessary removals and assurance that sufficient replacement requirements are in place to protect and grow our tree canopy are the main focus. He said the objective is reforestation and not revenue generation.

He then reviewed the timeline of the LUC’s process, which began in October 2021. He said there were 4 open LUC meetings and discussion at the last Board meeting. He said tonight’s meeting is just a continuation of those discussions. He said the policy considerations include removal permits; replacement trees and fees in lieu for the removal of a healthy tree 10” or more in DBH and other miscellaneous items, including neighbor notification, tree surveys and protection plans, increased penalties for removals without a permit and new zoning incentives to expedite variations when a tree can be preserved.

Mr. Braiman said the LUC is recommending decreasing the DBH of healthy trees that require a permit for removal from 10” to 6” with a fee increase to $75 from the current $29, which would cover administrative costs to review, inspect and process the permits. He said it would only apply to the removal of healthy trees. He said there would be replacement requirements or fees in lieu for the removal of any healthy 10” DBH tree and special protections for certain trees designated as “Heritage.” He said Heritage trees would be any Oak or Hickory greater than 10” DBH and all tree species 20” and greater in DBH. He said there are also zoning amendment recommendations such as the process for removing healthy Heritage trees in required yards. He said there are other recommendations, including neighbor notification prior to certain removals; tree surveys and protection plans as part of new construction; increased penalties for the removal of trees without a permit and new zoning incentives to expedite variations when a tree can be preserved.

Mr. Braiman said there were a few points that the Board felt needed further review that were up for discussion tonight. He said the first was the proposed administrative zoning review process, which would be triggered by the removal of any Heritage tree in the required yards. He said the process has currently been in place for 30 years for small additions, the installation of swimming pools and a number of other projects. He said the existing process for those types of projects entails the staff reviewing the application and issuing conditional approval. He said once that is done, neighbor notification
is provided with an opportunity for objection. He said if there is an objection, the application is immediately denied at the staff level and the applicant can appeal to the Zoning Board of Appeals (ZBA). He said members of the development community expressed concern that for tree removals the process should be a little different. They felt that if the standards of review have been met for the removal, then the removal is probably necessary, so a neighbor objection does not make the same sense as for the construction of an addition, generator or swimming pool. He said staff felt this was a fair point and have proposed an alternative where neighbor notification would occur at the start of the process and feedback would be a consideration in the application review and not an automatic denial.

He said the issue of the removal of Heritage trees in the side yards raised concerns from developers because the side yards in Wilmette are narrower than our neighboring communities with less room to work around. They asked staff to consider modifications to this proposal, and staff is suggesting the allowance of a 3’ excavation area, making a larger buildable area, into the required side yard of those narrower lots. He said trees outside this area would be subject to the administrative zoning review process. He said they also considered delaying action on the interior side yards to collect data and consider a waiting period for tree removals during this collection phase. He said we want to be sure we are implementing a process that works for the owners, neighbors and community.

Mr. Braiman explained how staff would review the applications and evaluate hardship and the standards of review. He said the process allows for staff to work with the developer and homeowner to be sure we are saving as many trees as possible in all circumstances.

He then discussed the Heritage tree zoning approval process, stating staff recommends it be limited to principal structures, additions to the principal structures and garage construction. He said reviews for other types of construction like swimming pools, ice ranks or other recreation would be subject to the standard ZBA process.

He moved on to fees and displayed a table depicting the fees in lieu for the removal of protected and Heritage trees. He reiterated that the fees would not apply to dead, dying, diseased, hazardous or invasive tree removals. He also displayed a table comparing the proposed fees to those charged in our neighboring communities with similar ordinances. He said one main difference is the definition of a Heritage tree in Wilmette’s proposed ordinance amendment captures more trees than our neighboring communities. He also showed a slide comparing the alternate inch for inch fee of $125 versus $175.
Mr. Braiman discussed the next steps, stating we will continue to take public feedback, continue discussions on the amendments to the tree ordinance and hopefully get the final version of the ordinance on the March 8 agenda.

President Plunkett opened the floor to public comment.

Mike Zarski, 2116 Birchwood Avenue, said he can remember thinking as a child that the Village of Wilmette looked like a forest. He said as an adult he has seen the Dutch Elm Disease and Emerald Ash Borer take the lives of many trees, but he believes reforestation can happen with the help of sound environmental regulations. He said he believes the ordinance up for proposal has the potential to do just that, but we must be vigilant not to let it become watered down. He said he has followed the LUC's work on the topic. He said as a homeowner he will be affected by the ordinance changes but believes they are reasonable. He said he thinks it holds true for builders and developers as well. He said a developer's interest in the properties is short-term; however, the impact of what they do is long-term. He urged the Board to adopt the ordinance as recommended by the LUC.

Richard Huszagh, 1619 Elmwood Avenue, said balancing divergent interests is difficult. He said he supports the tree ordinance, and the LUC did a good job of narrowing down the interests and concerns. He said the last mile on the details that will be discussed tonight will be difficult, but if the Board can agree and come up with some sensible rules, we will have accomplished something significant for the community. He said the biggest issue is the unnecessary removal of trees during construction. He said many times a developer buys the lot and takes down a number of trees unnecessarily. He said he is not in favor of prohibiting the removal of trees within the buildable footprint or the over dig area, but he said that is not where the majority of the difficulty lies. He said he is not a Forester, but he feels the Oak trees are much more sensitive to this problem than the Hickories. He said he has seen Hickories next to the foundation footings and they seem to survive. He said Oak trees just seem to die where construction equipment is moved around near the roots that are near to the ground. He said maybe this should be considered in the provisions of the ordinance. He said he is not in favor of the neighbor notification or delayed processes. He said we also need to be mindful of the number of trees that may be damaged during the construction process that may die a year or two after.

Mary Blumer Reed, 1725 Forest Avenue, commended the LUC for their efforts and asked the Board to adopt the ordinance.
Kyle MacMillan, 1002 Linden Avenue, said he moved here a year ago and part of the reason was because of the trees. He said he has several wonderful Oak trees on his lot and is aware this ordinance could someday affect what he may want to do on his property. However, he said he is avidly in favor of what the LUC has done so far and urged them to put the emphasis on replacement trees instead of mitigating with fees in lieu. He said he believes neighbors should have some sort of input and thinks the alternative proposed earlier may be the best solution. He then urged the Board to pass the ordinance.

Jeremy Gold, 400 Park Avenue, said he has concerns about the costs of the fee replacements. He said he is in favor of replacement trees and not fees. He said this will be passed on to new residents moving into the community. He asked why we are not waiting for the CRTI report on our canopy before making the ordinance changes. He said we could make a better informed decision once we have the final results of the tree canopy analysis. He also said 2 years ago 3 parkway trees were removed but have not been replaced yet. He said if we are really intent on preserving canopy, we should replant the parkway trees faster.

Peter Eckert, 2520 Laurel Avenue, said he backs up to the park between Highcrest and Locust and said there has been at least a half dozen trees removed without replacement and many others in the past that have died without replacement. He said he understands West Park has lost about 70% of their trees due to the flood project, which have also not been replaced yet. He said he thinks the Board should look at a minimum coverage for a lot. He said he has 12 trees on his lot in total and does not feel that he should have to replace one tree if he chooses to remove it.

Jenny Dimetrio, 1107 Greenleaf, said she is a certified tree keeper with Open Lands and administers their program on teaching people how to care for their trees, in turn preserving and growing the canopy. She said it is vital to ensure Wilmette’s ordinance protects its trees, as the Midwest is expected to see temperatures and precipitation increases, leaving trees susceptible to loss. She said protecting our canopy is a nature-based solution that is within the Village’s ability if we pass a robust ordinance like our neighboring communities. She said while a tree may be on one person’s property, it benefits the entire community. She thanked the Board in advance for passing the tree preservation ordinance.

Sheila Hollins, 2116 Birchwood Avenue, said she is also an Open Lands tree keeper as well as a certified advocate for urban canopy. She thanked the LUC for working to strengthen our ordinance to match our neighboring communities. She said having a stronger ordinance, as evidenced in our neighboring towns, does not slow
development. She said this is about reforestation and she cannot wait to see in 10 years how these ordinance changes affect the canopy. She said we are in the midst of a stormwater project and trees will augment this.

Mrs. Coleman, 3529 Forest Avenue, said it is her understanding that at one time, her block was an “Oak forest.” She said they love their trees and spend money maintaining them. She said there is one tree on her lot that needs to come down and she feels the fees that are being proposed will make it impossible for seniors like her on a fixed income to be able to do that. She asked the Board to rethink the fees associated with the permit because it is not fair in light of the costs the homeowner will incur with the contractor to remove the tree.

President Plunkett reminded Mrs. Coleman that the fee would be waived if the tree is a hazard to her safety or property and that the Village Forester can come out and determine if it is indeed hazardous.

Roseann Goritz, 1932 Lake Avenue, said she is all for the preservation of trees; however, there are other issues to consider. She said we need a legal definition of hazardous and imminent danger and education of our Code Enforcement Officers. She said if a tree is endangering the lives of persons and their property, the issue needs to be addressed. She said she sides with Go Green but there is a difference between private property and new construction.

President Plunkett said it is not the Board’s intent to have an ordinance that makes it difficult for people to remove any dangerous trees.

Malia Zoghlin, 1416 Elmwood Avenue, thanked the Board for the entire process. She said the trees are a big attraction for the community. She read a statement from fellow resident Amanda Nugent:

“Protecting our trees is important and does not mean just protecting the large trees or trees of obvious value. This goes for smaller trees too. If there are no regulations in place to protect the 4 to 8” trees, there will not be any 100-year trees in the future for us to enjoy. We must also consider the replacement value as it pertains to its role in our ecosystems. It is not simply about replacing a tree of a certain diameter with another tree of similar size. We also want to consider the tree type. For example, a Ginkgo is not an equal replacement for a Native Oak or Hackberry. Native trees are the cornerstone of our ecosystems. They provide support for thousands of insects, caterpillars and the entire ecosystem food web depends on it. Our location in Wilmette is also extremely unique in that we are on the path of countless bird migrations enjoyed in the spring and fall. With
hundreds of birds that face possible extinction, it is not just a nice idea to protect our native trees, it is our responsibility to provide them a safe haven. To be forward thinking not just about our canopy and our trees but also about the species that live in there; insects and birds, but also trees that are invasive and to look at the Buckthorn and Bradford Pear. They are an enemy, and we need to consider the threat they provide to our ecosystem as well. Too many residents remove healthy trees because they interfere with renovation. We want to make sure this consideration is made so we can protect our tree canopy. We understand trees in our neighbors’ yards don’t just affect their own property, they affect our entire community. Wilmette has this great opportunity to be a leader in adopting ecofriendly practices that will curb the threats to our trees and canopy."

Ms. Zoghlin said she appreciates the Board’s consideration and hopes they will support the ordinance.

Angela O'Rourke, 1710 Walnut, said in the 3 years she has lived here, she has seen construction happening and trees coming down without being replaced. She said she lived in the city for 10 years where she planted a community garden that included 2 Poplar trees and in the 10 years since they have been planted, they have not contributed greatly to the canopy. She said it takes more than 10-15 years to make a difference. She said when she moved in, she had a beautiful tree in her front yard that did not bloom so an arborist came out and said someone put a stake in the tree, which killed it. She asked if situations like hers where a tree was damaged by a previous owner or a developer have been addressed in this ordinance. She said the problem is residents vs. developers when it comes to the fee schedule. She said the fees are important. She said she grew up in Switzerland where the country is very green. She said it is that way because of the fees they had to pay.

Lola Jenson, 515 ½ Ridge Road, said trees are important for many reasons. She said trees contribute to the environment and support wildlife. She said there should be barriers to cut down trees without proper evaluation. She said trees are an important part of Wilmette’s heritage and the Village has already committed to sustainability, to which these trees are an important part. She said when she grows up, she wants to see a diverse population of mature trees for future generations to enjoy. She urged the Board to vote in favor of the tree ordinance.

Charlotte Calkins, 828 Sheridan Road, said she has been thinking of the book The Giving Tree. She said it makes her think about the birds and bugs she has grown up watching, the clean air she is blessed to breathe and the fall colors that even “screenagers” like herself look up to and enjoy. She said all these things can be traced back to the trees and not just one tree. She said the community of
trees span public and private land and share their gifts with everyone. She said she supports the tree ordinance as it currently proposed. She said it will allow the Village to take a long-term view and step in to assess tree removals to ensure these trees are around for generations to come.

Michelle Thorne, 1215 Cleveland Street, said she received a door hanger urging her to obtain a permit to remove a tree within the next 6 months, presumably to avoid the proposed ordinance changes. She said she is in favor of the ordinance and appreciates how much coordination the Village has had with Go Green Wilmette. She said Go Green is the pride of Wilmette. She said they gave us bike lanes, community gardens and composting. She said it is a successful group and urged the Board to listen to their recommendations. She said here in Wilmette, houses are over-built, which has affected neighbors who have not overbuilt their lots. She said trees can help curb the affects of these situations by holding stormwater and improving air quality. She said what the Board is doing is great and no alternate proposals are necessary. She thanked the Board for their work.

Claire LaBuda, 420 Park Avenue, thanked the Board for their consideration, stating this will give Wilmette the chance to be an environmentally better protected place to live. She said our trees are beneficial in a multitude of ways. She said climate change is upon us and we need to take action to protect our trees. She said she has seen many healthy trees removed all for the sake of construction. She said the removal of these trees should not be taken so lightly. She said Winnetka and Highland Park have more detailed ordinances to protect the North Shore’s trees from demolition projects and she thinks Wilmette can benefit from a more robust ordinance.

Beth Drucker, 2500 Greenwood Avenue, spoke as President of the Go Green Wilmette Board. She said she was following up Go Green’s statement from the February 8 meeting. She said they strongly support the tree ordinance and the recommendations of the LUC and hope the Board will adopt the strongest tree preservation ordinance reflecting the desire and widespread support of the residents of this community. She said they look forward to working with the Board and LUC in the future to protect our trees and she thanked the Board for all the time they have spent on this issue.

Piper Rothschild, 1046 Elmwood Avenue, thanked the Board for taking on the task of drafting the tree ordinance amendments. She commended staff for their detailed analysis and informative discussions. She said it is imperative we protect our tree canopy, as from 2007 to 2010 it declined from 48% to 45%. She said in 2019 over 60 healthy trees over 10” DBH were cut down. She said one
property cut down 9 of those trees without replanting one. She said we also lost an alarming 1,264" of DBH that year and does not count the trees for which permits were not required. She said all of these trees were healthy and some likely over 100 years old. She said in that same year we lost the equivalent of 120 10" trees and all of the annual benefits they provide to the community. She said the 33,300 pounds of carbon and 116,000 gallons of stormwater that they absorbed and 7,000 KWh in energy saved cannot be replaced. She said over 80% of our trees are on private property and if we are going to improve our canopy, we need to protect trees on private property. She said we need to move beyond looking at trees as personal property because they benefit the entire community. She said strong ordinances work, as demonstrated by our neighbors Winnetka, Kenilworth, Northbrook and Lincolnshire, who in some cases have higher fees and stricter replacement guidelines. She asked the Board to seriously consider this. She said Wilmette has always been a forward-thinking community and it is time to better protect our trees.

MaryAnn, 412 Lavergne Avenue, said she is in favor of the ordinance and feels strongly about the replacement requirements. She said she is in favor of a number of trees per block so that even if one particular property cannot accommodate a tree, the replacement could be planted in the vicinity where the benefits would be shared by all properties within the locality. She proposed the fees in lieu collected be utilized for restoring the shoreline by planting trees around the beaches, which would prevent flooding and soil erosion. She said the concept of restoring the environment is much more than cutting down a tree and replacing it. She said she hopes to see the Village restore its unique habitats. She said trees and green space add to the quality of life and the benefits extend beyond private property borders.

Linda Kurtz, 117 16th Street, shared she is a Board member of Go Green Wilmette and a former Environmental and Energy Commission member. She thanked the LUC, Village Board and staff for all the work they have done thus far. She said strengthening the Village tree ordinance is a part of the Wilmette Sustainability Plan, and the Board’s passing of this stronger ordinance will show support for the overall Sustainability Plan as well as demonstrate a commitment to turning the elements in the Plan into real action.

Karen Glennemeier, 719 Laurel Avenue, said she understands the zoning amendments to mean it would make it easier to remove trees in side yards, which she feels is going backward because the trees in those yards are usually the ones shared between neighbors. She said if the only reason for that is to build bigger houses, she does not feel this is appropriate and thinks the Board needs further discussion on this point. She suggested implementing flexibility in the replacement requirements so that if a person has several trees on
his lot already and removes one, perhaps the replacement does not need to be on that lot but possibly somewhere else on the block.

Ann Zoghlin, 406 Park Avenue, said she is in favor of the strongest tree ordinance possible. She said in the 20 years she has lived at her current address; she has seen 20 trees on Village land come down for various reasons. She said she has had 6 trees on her own lot that have come down due to disease. She said she lives close to the Green Bay Road Corridor, which is an intensely heated area with impervious land that increases the likelihood of flooding. She gave the Board an 18-year old photo depicting where several trees have been removed over the years. She said the trees in and around your property are a very hard thing to lose, and she hopes the Village catches up on what trees they were planning to replant in the last 2 years that COVID may have caused to be deferred.

Dale Zoghlin, 406 Park Avenue, said the large trees have enormous root systems and this ordinance does not seem to protect them. He encouraged the Board to include a radius protection area so that some of the roots of the large trees can be protected when building permits are being issued. He said healthy roots make for a healthy tree, so including the construction process in the ordinance will help that issue. He said cutting down the trees is only part of the problem. He said replanting is important and feels the Village needs to have a more robust replanting program. He said his neighbor removed 9 trees and the Village only replanted 3. He feels the Village has an opportunity here to not only prevent trees from being cut down but to also increase their replanting.

Patrick (no last name given) said defining the word “unnecessary” in the ordinance as it relates to “unnecessary removal of trees” would be helpful. He said it seems that all tree removals are unnecessary. He asked if in the research into other towns’ ordinances if their building permit data had changed with the ordinance. He said there is a survey referenced but he cannot find the results. He said it would be helpful to see the impacts. He asked how the fee itself was calculated and chosen. He said the report says it was a “median” of other towns. He asked why an average was not used. He then said it seems if a person has enough money, the ordinance and trees don’t seem to matter. He said it appears there is a dollar amount the Village is willing to sacrifice the trees for. He said if the Board is truly concerned, there should be no dollar value. He then asked if there is any other ordinance in our Village Code that regulates the removal of any other objects.

Dan McIntyre said he is a resident and builder in Wilmette. He said he sent the Board, Village Manager and Community Development Director an email regarding peoples’ private property rights, as he feels the ordinance allows the Village to control your private property.
He said that is unconstitutional because when you buy a property, you get the house, garage and tree according to Illinois law. He said the idea of a ZBA variance to remove a Heritage tree is unnecessary and the administrative approval is not necessary for the side yards. He said currently ordinances like this have not been challenged; however, if the Village's ordinances will be able to dictate what you do in your backyard with trees, he asked what would come next. He said the question of whether the ordinance is fair or not is valid, and the fees excessive. He said he believes this ordinance will be challenged as proposed. He said the Village could work with the residents and builders on the regulations within the ordinance.

Isaac, a New Trier high schooler, said he is in favor of the tree ordinance. He said the only people that are opposing are the developers. He said a stricter tree ordinance will help property values overall.

There was no further public comment on this topic.

President Plunkett thanked the public for the community engagement, stating all feedback has been thoughtfully reviewed and has informed their proposed policies. She said no formal decision would be made tonight.

President Plunkett called for a short recess at 9:05 p.m.

The meeting reconvened at 9:15 p.m.

Village Manager Mike Braiman addressed some questions the Board received via public comment.

He said regarding tree protections, there are existing regulations in the Code that will remain in place and proactively enforced. He said the LUC is also going to continue its discussions on tree protections to ensure we are doing everything we reasonably can to protect trees during construction. He said when the meeting date for those discussions is set, they will notify the public and developers to be sure to hear any feedback.

He said regarding neighborhood notification, for the removal of any Heritage tree, a neighbor notification will be required, and the intent is to allow dialogue between the neighbor and applicant to explore opportunities to preserve the tree.

Mr. Braiman said there was a good point raised about lots with many trees. He said in other towns, they have what is called a “good forestry provision” that will allow for those removals; however, it was also learned this provision was being abused and was difficult to enforce. Therefore, he said staff did not include it in the proposed
amendments. He said in discussing with Corporation Counsel, it was determined to allow the Village Forester discretion to allow for the removal without replacement if it will better serve other trees on that lot.

He addressed the question about why staff used a median instead of average, stating the median was used in situations where there were outliers in the high or low end that would have skewed the average. He said the median reduced the fee in those cases.

Mr. Braiman answered the question about whether or not we have ordinances about removal of objects from private property saying you cannot remove a garage or sod without replacement. He said these things are prevented but there is a process for variance.

President Plunkett asked for clarification on hazardous trees.

Mr. Braiman said there are already provisions in the ordinance for the waiver of fees for trees that are hazardous, and we will better define this in the ordinance. He said these situations are site specific and require the flexibility to determine hazards so people can safely remove trees without replacement requirements.

He addressed the question about impacts to other municipalities with regard to implementing a stronger tree ordinance. He said in Highland Park a stronger tree ordinance resulted in saving 71% of trees. He said in talking to the City Manager of Highland Park about the side yard setbacks, it was revealed that each situation was unique and in some situations development was limited, but in others there were no issues.

President Plunkett called for Trustee questions.

Trustee Dodd asked for clarification on what happened to our parkway tree replacement program during the pandemic.

Mr. Braiman said during the pandemic before we knew what the impacts to our economy would be, we made a number of reductions proactively and tree planting was one of those reductions. He said we are behind but are catching up this spring. He said we are looking to use General Fund reserves to possibly increase our spending here to get caught up and going forward, replacements will be made on a more regular basis.

Trustee Dodd asked for clarification on why we were not waiting for the CRTI’s review of our current canopy coverage before making ordinance changes.
Mr. Braiman said that is a fair question. He said when we initiated this process, the CRTI’s report was due in January 2022, but unfortunately, this is a complicated data collection process which was delayed on CRTI’s end. He said this report would have been useful; however, we did have enough qualitative data and a major need to address the issue in a more timely manner.

Trustee Barrow said a claim was made during public comment that our ordinance is unconstitutional and would be vulnerable to a lawsuit. He asked that Corporation Counsel address this.

Corporation Counsel Jeffrey Stein said there is no law currently in Illinois that says tree preservation ordinances are unconstitutional. He said they are akin to zoning code ordinances which every single municipality in Cook and surrounding counties have. He said those zoning ordinances are what is considered unconstitutional as applied on a case-by-case basis. He said there is case law regarding an “as applied” challenge to a tree preservation ordinance where the extraction was on a 62-acre, undeveloped property with a $50,000 fee imposed without consideration of any dead, dying, diseased, hazardous or invasive species, which we account for. He said the appellate court in Michigan said there was an argument to be made, which the attorneys did not make so the court would not touch it. He said the argument was the same standard that they applied does not necessarily apply to tree preservation ordinances, as they are generally an applicable regulation like our zoning and building codes. He said you are restricted from doing certain things on your property which has been upheld since the 1920s, and municipalities have the right to put reasonable limitations on your property. He said he is confident what we are doing would withstand a constitutional challenge. He said we would vigorously defend it and would most likely prevail. He said “as applied” is a different matter and that is why we have all the individual assessments built into the ordinance to ensure that we do not charge $50,000 in an extreme set of facts.

Trustee Kennedy asked if any of our neighboring communities have been sued.

Mr. Stein said he could not find any decisions in the appellate court. He said many other municipalities throughout the state have tree preservation ordinances and applicable fees. He reiterated he was confident the Village could defend and would prevail in this arena.

President Plunkett said the Board would then discuss the bulleted points from the presentation to provide staff direction.

Mr. Braiman said the first point of discussion was on having a different neighbor notification for the administrative review process. He said the alternative option is to provide notification at the outset.
of the process and consider feedback during staff review, but if a neighbor objects it would not be an automatic denial at the staff level.

President Plunkett said this issue was brought up by a developer. She said she understands developers want some certainty that when they buy a lot it will not be dependent on whether a neighbor may object.

She asked the Board if there was consensus on this alternate proposal.

Trustee Barrow said this alternative does not only benefit developers; it benefits regular homeowners who want to expand a family room or enlarge their kitchen. He said the LUC spent considerable time on the neighbor engagement aspect of this and feels this proposal serves both homeowners and developers alike.

Trustee Sheperd asked for confirmation that this does not apply to the buildable area.

Mr. Braiman concurred and said removals in the buildable area would be via permit so long as all the replacement requirements are met.

Trustee Dodd said in the buildable area, there is notification, but the neighbor could not stop the process because we allow the removal in the buildable area.

Mr. Braiman concurred and said it would be similar to the grading permit process where it is simply a notification to allow the neighbor to discuss their concerns with the applicant and staff to ensure they are not adversely impacted.

Trustee Kennedy said it is an opportunity to be heard and provide alternatives.

Trustee Sullivan said there would be no ZBA process.

Mr. Braiman concurred and said the Village Forester would meet with the neighbor to discuss any concerns, but it would not trigger the ZBA process.

Trustee Sheperd said it would go to the ZBA if staff did not find it met the standards of review.

There was consensus for this alternate proposal.
Trustee Kennedy reminded everyone the issues would be reviewed in a year or so to see where the ordinance is working and where it is not.

Mr. Braiman said the next point is regarding Heritage tree removals in the required yards. He reminded everyone that a Heritage tree is defined as any tree 20” or more in DBH or a Hickory or Oak tree 10” DBH or greater. He said prior to our last meeting, we heard concerns that the narrow width of our lots present challenges in side yards that are not the same as we would find in the front or rear yard. He said when staff was reviewing zoning options, a developer raised a concern with over digs. He said staff is now proposing adding a 3’ excavation area in the side yards to accommodate the narrower lots of 60’ or less. He said the LUC will meet at a future date to discuss lot widths with respect to this because it is a complicated issue. He said trees outside the 3’ excavation area would be subject to the administrative review process. He said we could delay action on any side yards and come back to the LUC after collecting data and experience.

Trustee Gjaja said this process only applies when the resident is constructing.

Mr. Braiman concurred.

She asked what happens if there is a healthy Heritage tree in a side yard that a homeowner wants to remove.

Mr. Braiman said that would go through the ZBA review process.

Trustee Gjaja said she is concerned after Ms. Glennemeier’s comment about side yard trees affecting more than just one property. She said we may get applications for removals of healthy trees in side yards for things like the desire for more sunlight.

Mr. Braiman agreed and said that would go through the ZBA variation process where they would need to decide if the request meets the standards of review for relief.

Trustee Gjaja asked for clarification on why a wider lot would not be subject to this exception.

Community Development Director John Adler said on a 60’ lot, you would need 15’ in combined required side yards. He said if you want to build a house in keeping with the character of the neighborhood, it may be difficult given those measurements, particularly with the 3’ over dig. He said we felt 60’ was a reasonable starting number but will be reviewed as time goes on to ensure we are comfortable with the policy. He said for a 100’ lot, there is more flexibility. He said
this will be on a case-by-case basis, taking into consideration where the trees are located on a lot.

Trustee Sheperd said with a bigger lot, there are more creative opportunities to get around the constraints.

Mr. Adler agreed.

Trustee Barrow asked what staff members would be involved in the discussions.

Mr. Adler said initially it would be our Plan Reviewer, the Tree Preservation Officer, a Village Forester and Village Engineer.

Trustee Barrow said our residents need to appreciate there will be a group of experienced and thoughtful staff to engage with the property owner to consider alternatives.

Trustee Dodd asked if the certified arborist for the resident or property owner would also be engaged in the process.

Mr. Adler said yes, as well as the developer and architect.

Mr. Braiman said the final analysis committee would be staff only, no outside parties.

Trustee Dodd said this is something LUC discussed at length and feels this is a better process for our Plan Reviewer and Forester to do the review rather than the ZBA, as they have the best knowledge to make the decision.

Mr. Adler said the Forester and Plan Reviewer working together with other staff makes the most sense. He said Foresters want to save trees so they will do their best to get that done.

Trustee Sullivan said much work went into this and feels the answers for the front and rear yards are the right ones. He said he would like to delay any decisions on the side yards until we know more given the different dimensions of our lots. He said he would like to give staff the opportunity to analyze thoughtful data and come back to the Board to review. He said staff would be in a tough position without that information. He said his preference is Option 2 – to delay giving us time to analyze the impact.

President Plunkett asked if there are other alternatives to consider.

Trustee Sheperd asked if we can use Option 2 on narrower lots and not wider lots.
President Plunkett said for lots that are wider than 60’, use the administrative review process.

Trustee Kennedy reminded everyone that we are only discussing Heritage trees in side yards for this particular option. She said she does not know exactly how many Heritage trees we have in side yards so we may not even be talking about an issue that would arise often.

Mr. Braiman said there are a lot of shared trees along property lines that present challenges. He said he thinks we will find many more trees like this. He said the 2019 data showed quite a few.

Mr. Adler said of the 26 qualifying trees identified for removal, 9 were in side yards.

Trustee Kennedy asked about lot size.

Mr. Adler said he was not sure.

Mr. Braiman said the challenge with the data we have is that it is self-reported. He said this is data we will be able to collect starting this summer.

Trustee Sullivan agreed with Mr. Braiman saying he would like to collect more data for review to present the best and strongest ordinance possible.

President Plunkett asked how we would collect data in the side yards if we picked Option 2 where we delayed action.

Mr. Adler said if it is in the buildable area, they will need to come in for a permit and staff would take a look and apply the same logic as if in Option 1.

Mr. Braiman said the requirement to provide a certified arborist’s report will allow us to have dialogues about tree removals to see if there are reasonable construction alternatives. He said that will start the data collection.

President Plunkett said if it is a Heritage tree, even in the alternate proposal, the neighbor would be notified whether it is in the buildable area or not.

Mr. Braiman concurred.

President Plunkett said in Option 2 we are relying on staff to trying to talk someone out of cutting down a tree staff thinks can be saved as opposed to the administrative review process.
Mr. Braiman said we have done this in the past and currently and sometimes we are successful. He said the dialogue will happen with either option selected.

Mr. Adler said during this entire process, we will look at everything, including the front and back yards. He said if we believe a tree can be saved, we will come back and say we need to change the option.

Trustee Sullivan said the LUC did a great job, but we need better information.

Mr. Braiman said we have 3 arborists on staff that are dedicated to parkway trees, so we do not have staff to involve in the development process like we need.

Trustee Gjaja said asked where the removals of healthy Heritage trees without construction fall in the process.

President Plunkett said zoning.

Mr. Braiman concurred and said if we go with Option 2, we would differentiate between construction impacts and removals for recreation.

Trustee Sullivan said if I have a Heritage tree on my property that I want to take down, it is going right to the ZBA, and a neighbor can object or agree.

Mr. Braiman said that is for healthy trees only. Any diseased, dying, hazardous or invasive tree would be approved for removal.

President Plunkett said whatever we choose, it will be reviewed again in a year.

Mr. Braiman said this will evolve over time, similar to our grading ordinance, which was amended 3 times as things were learned.

Trustee Dodd said the flowchart will need to be updated to be clear that the option being discussed currently applies only to construction.

Mr. Braiman concurred and said generally speaking, we do not see large, healthy trees being removed without construction. He said looking at the data there were 3 removed for landscaping, 3 for too much shade and 54 for new development.

Trustee Barrow said our objective has been to prevent the unnecessary removal of Heritage trees and by delaying taking any action, we are encouraging the removal of side yard Heritage trees
and the only protection will be trying to convince someone not to do it. He said we can collect the data we need as a result of the administrative process to further refine the ordinance, but in the meantime, we will protect trees now. He said he feels strongly delaying is not the way to go.

Trustee Dodd said she also thinks we should not lose sight of the fact that we are doing other things to save trees. She said we have broadened the protected tree categories and tightened up removals in front and side yards. She said we want to be sure we are making the right choices so she agrees with Trustee Sullivan that we can delay on that one point to be sure we get the data we need to make an informed decision. She said she is also concerned with impacts to staff given all these changes and delaying this one point is a minor thing. She understands choosing to delay and she is comfortable supporting that.

Trustee Sheperd said what we heard from developers was regarding the narrow lots and Mr. Adler’s data supports the concern. He said we would save some trees if we limited our delay to the narrower lots in order to be better informed. He said unless it will cause more staff stress, he is in favor or that.

Trustee Kennedy said she has faith in the administrative review process and does not feel it terribly onerous. She said she is not in favor of delaying any regulation of the interior side yards although she understands the issue with over dig on narrow lots. She said we can always fix it later if we find it is not working.

Trustee Gjaja said she is torn on this issue, as she sees both sides. She said it comes down to whether we want to be stricter while we collect data.

President Plunkett agreed with Trustee Gjaja. She asked Mr. Braiman if he would need the Board to provide a decision tonight. She asked if certain things can be left open.

Mr. Stein said he can make changes but depending on how complicated they are, he may need to bring the ordinance back at a future meeting. He said we can either do the introduction and adopt an ordinance that at least 4 members agree with and leave the most restrictive component in there for a two or four week time period and revisit. He said this would allow us to get the ordinance on the books with 98% of the content agreed upon. He said if these are minor language changes, he can provide 3 different language options to choose from during the meeting.

President Plunkett said if we need more time on the side yard issue, we can pass on this issue and discuss later.
Trustee Dodd asked if based on what Trustee Sheperd recommended, can we get agreement on Option 2A.

Mr. Braiman clarified what Option 2A meant, stating the administrative zoning process for tree removals would be triggered on lots that are greater than 60'.

Trustee Sheperd concurred.

President Plunkett asked if there was consensus on this option.

Trustee Sullivan said he sees the logic in that option but still feels there is not enough data, and that staff requires more time to prepare. He said we can wait and take the data from the construction season and determine the impact to make the best possible decision.

Trustee Kennedy said rather than speculate, let us ask the staff if they think they can handle it.

Mr. Braiman said this is difficult to answer. He said the concern from a staff perspective is that this is a lot of change at once. He said to get it right will take many iterations, time and work. He said starting with the rear and front yards allows us to start in a less complicated environment. He said staff is not opposed to side yard regulations but is concerned with all the new regulations coming in at the same time. He said the change in the DBH requirement that triggers a removal permit is also an issue because there will be more permits that will require inspections. He said there is value in learning from the less complicated components; however, if the Board asks staff to do it, they can and will.

Trustee Dodd agreed and said we should consider that when we roll this out because we want it to be as successful as possible and it is our role to be sure our staff will be successful in implementing the new policies. She said we have the utmost confidence in our staff, but these are a lot of changes for residents and developers as well.

Trustee Barrow said Alternative 1 was proposed by staff and is an improvement to what the LUC proposed. It was a result of all information that was gathered following the last meeting. He said Alternative 1 may be effective to save Heritage trees when their removal is not necessary. He said by delaying we do not serve the perspective of preserving trees and we do not put ourselves in a position to collect the important data we need.

Trustee Gjaja suggested circling back to this topic after we go through the rest of the discussion points to see if there is agreement on the other points.
Mr. Braiman said we do not need a final decision tonight and moved onto miscellaneous components that staff thinks can wait for review when the LUC meets again. He said these are things that came up from speakers and Board members after the last meeting. He said the first is the requirement that a certified arborist submit an application for the removal of any Heritage tree or when 2 or more trees 10" DBH or greater are removed. He said we will have a Village Forester on staff that would review all of these, and a certified arborist would address the reasons why we would want this, and that Village Forester could give us an opinion on whether this was helpful in a year.

President Plunkett said if it is new construction, there needs to be a tree plan by a certified arborist. She said the question now is when a resident wants to remove a Heritage tree or multiple trees, do we need the certified arborist when we have a Village Forester.

Mr. Braiman concurred.

Trustee Sheperd asked if this was just in the required yard or for all trees.

Mr. Braiman said it is for all trees.

Trustee Sheperd asked when they would need an arborist.

Mr. Braiman said on any new construction, demolitions or large additions.

President Plunkett said she does not think we need to put this on the average resident. She said if they want to remove a tree, they can just go through the permit process. She said we have a Village Forester coming out to the property and if it simplifies things for the residents, she would be all for it.

Trustee Kennedy asked if you hire one of the tree removal companies, does a certified arborist always come.

Mr. Braiman said generally they do, and they usually submit the application for the resident. He said he thinks this type of situation will eventually take care of itself. He said he feels we have enough protections in place and will be able to collect the data we want to collect.

Trustee Sheperd said if the resident was arguing the health of the tree, it would be in their best interest to have a certified arborist.

Mr. Braiman concurred.
President Plunkett said if the tree exhibits obvious signs of death, an arborist is not required.

Trustee Gjaja said it is confusing when you need an arborist and when you do not. She said good clarification will be necessary for residents to understand the policy.

Mr. Braiman concurred and said they would make that language change.

He moved on to neighbor notification for total removals of 20" or greater saying there was a suggestion brought before the LUC to ensure neighbors are notified before the character of their property was changed significantly. He said this is one point Board members asked to discuss.

Trustee Barrow said he is in favor. He said it is not a permission, it is an opportunity to open a dialogue. He said the removal of trees totaling 20" or more is significant and can change the character of a neighborhood. He said at minimum, notification and hopefully a conversation is a good thing.

Trustee Sullivan asked if the neighbor’s opinion would have any influence on the outcome of the permit.

Trustee Kennedy said no, it is simply a courtesy to the neighbor and a chance to open a dialogue to see if there is opportunity to find an alternative to removing the tree.

Mr. Braiman said it is similar to the grading permit process whereby the notification is made and sometimes opens up a conversation between neighbors to ensure properties are not negatively affected by the work being done. He asked for confirmation that if we proceed with this requirement, it will be triggered for trees meeting our definition of needing a permit. He said it would be for 6" or greater. He said if you have 4 6" trees or greater that would trigger the requirement.

Trustee Kennedy said this is in response to the many comments from residents who are upset that they had no idea trees were being removed or why they were being removed. She said it should not impede the process for the applicant but is a matter of courtesy.

Mr. Braiman said it will delay the process slightly, as there is a 5-day notification period; however, he does not feel with scheduling logistics that this would pose an imposition.

Trustee Sullivan asked who monitors it.
Mr. Braiman said staff in Community Development would monitor.

Trustee Sullivan asked what defines a neighbor.

Mr. Braiman said the LUC defined a neighbor as the property on each side, in front and behind the subject property.

President Plunkett asked if you are removing smaller trees from the backyard, are you required to notify the neighbor across the street.

Mr. Braiman said yes; however, it can be refined through the administrative process to make it work.

Corporation Counsel Stein said this could further complicate an already complicated ordinance if we begin to decide which neighbors get notice depending on the location of the tree.

Mr. Braiman said consistency on the notice is key no matter who will be impacted. He said it would be easier that way.

President Plunkett asked if other communities had neighbor notification requirements for tree removals.

Mr. Braiman said he did not see any.

Trustee Dodd said we need to simplify the process. She said we already have notification for any Heritage tree removals. She said we are only talking about multiple trees here and most of the complaints we get are about the removal of large single trees. She said she is not completely convinced the removal of multiple smaller trees is a huge issue within the community. She said in the future we may find that to be the case, but we only had one resident speak to this issue thus far. She said she is not sure this is where we need to focus staff’s energy.

Trustee Barrow said he can speak to this, as one of his neighbor's took down several trees, which changed the character of the landscape, and no one knew it was happening until it was over. He said he thinks the issue is more widespread but not a difficult one to address. He said we know it is important to people to be informed about what is happening in their immediate vicinity.

Trustee Sullivan said it is a nice courtesy and asked Trustee Barrow if he would have felt better had he been notified 2 days before the removals.

Trustee Barrow said he would have felt better. He said people do not like surprises, especially involving their home.
Trustee Sheperd said we would trigger the neighbor notification for a 6" tree anyway.

Mr. Braiman asked Mr. Adler to clarify the permit process.

Mr. Adler said it would be up to the Tree Preservation Officer to notice that the number of inches is more than 20'. He said then the Officer would need to let the applicant know about the neighbor notification. He said it seems like an easy process, but each one requires someone going to get the addresses, delivering the notices and verifying they were received. He said this is time intensive and the number of permits requiring this will only increase with the new regulations.

Trustee Gjaja said we need to remember what we are trying to signal to the community, which is how much we value trees and want people to think hard about removing healthy trees. She asked if this serves that outcome or not. She said if someone wants to take down 4 trees or 2 trees over 10", we are signaling that is a concern to this community and would like the person to think hard before taking the trees down. She said she is all for simplification but feels we need to signal on this.

President Plunkett said she is torn because she understands the feelings people have about changing the landscape and feeling left out. She said she does not want to cause conflict between neighbors, and the purpose is to save trees and the canopy; however, she does not want to overreach into people's personal decisions. She said the neighbor notification could open a conversation between neighbors that could resolve issues.

Trustee Sullivan asked if we put this neighbor notification into the ordinance and a resident comes in and is denied a permit because they did not notify neighbors, can it be defended.

Mr. Stein said if it is a condition in the ordinance that it is a prerequisite to the permit, we can defend it.

Trustee Sullivan said he understands the idea behind the notification, but it feels like it is infringing on more than being neighborly.

President Plunkett said we know that for trees between 6-10", we are reviewing this. She said we are collecting data to see how many trees of those size are being taken down. She suggested holding off on the multiple tree issue until we see how many smaller tree removal permits are filed.
Trustee Dodd said that is a good point because this will potentially trigger notification in situations where we are only charging a permit fee and not requiring any replacements due to the smaller tree sizes. She said we need to be careful because it is difficult to get neighbors to agree on what should be done on personal property.

Trustee Sullivan said he felt having to tell neighbors what you are doing on personal property is overreaching.

Trustee Sheperd said the grading permit keeps coming up in discussions and asked for clarification.

Mr. Braiman said anytime you do any land disturbing activity, you need to file a grading permit which requires a neighbor notification. He said this allows the neighbor to come in and look at the plans to ensure there will not be more water moving onto their property. He said it usually opens up a lot of dialogue.

Mr. Stein said the neighbor notification for grading can produce conditions like adding a swale. He said a tree removal permit is difficult to place conditions on.

President Plunkett asked how the Board felt about reviewing this in a year along with the 6-9" tree removal permits.

Trustee Sullivan asked why this has to be in the ordinance. He said this is an encouragement or part of best practices. He said he is worried about putting this in the ordinance.

Mr. Braiman said we will be doing a public information campaign to educate people about the value of trees and the new tree preservation policies and processes. He said this can be added as part of that.

President Plunkett said if we want to revisit this in a year, it would be a commitment to do so and not a component of the ordinance.

Mr. Stein concurred and said if we want to remove this as a regulation, it should not be included in the ordinance.

President Plunkett asked if there was consensus on this.

Trustee Gjaja asked what the timeline is for the rest of the meeting and the remaining components.

Mr. Braiman said his goal is to get staff direction on the miscellaneous items, start the fee discussion and return on March 8 with some options to make decisions that evening.
There was consensus to review this point when LUC reviews the smaller tree permit data in one year.

Mr. Stein confirmed removing the neighbor notification provision from the Ordinance.

President Plunkett confirmed.

Mr. Braiman said the next point was whether the Forester should have the authority to require replacement trees for new construction to be planted on site rather than to allow an individual to pay the fee in lieu. He said this was a suggestion from CRTI after they reviewed the draft ordinance. He said it was also discussed by the LUC at length. He said if we do require it, it is consistent with the canopy ordinance.

Trustee Kennedy said then it would not be a requirement.

Mr. Braiman said if the Forester said the site can handle a tree planting, then it would be a requirement.

Trustee Gjaja said this would be dependent on a review of the site and Forester saying it can handle a certain number of trees that must be planted and any excess that is not planted, you must pay a fee in lieu.

Mr. Braiman concurred. He said this is consistent with reforestation and not revenue generation.

President Plunkett said this is consistent with what we do now.

Mr. Braiman said yes, for the canopy coverage.

Trustee Barrow asked for a definition of “new construction.”

Mr. Braiman said in general we are talking about new single-family homes.

Trustee Barrow said if someone was adding a family room to an existing home, that would be different.

Mr. Braiman said that would be up to the Board if they wanted to extend it to additions; however, sticking with new construction would be consistent with current practices.

President Plunkett concurred.
Trustee Sullivan said let us limit it to single-family. He said he worries about the initial plan on Wilmette Avenue, which was more of a development. He cautioned against boxing the Village in.

President Plunkett said there was consensus on that point.

Trustee Kennedy said she is concerned that if we require planting and a person does not want the tree, it may not survive since they may not take care of it. She said she has heard that the survival rate for trees planted on lots greatly disturbed by construction activity is not very high. She said she worries we may not accomplish much in this regard.

Mr. Braiman said the Forester would take all that into account.

Deputy Director of Public Works and certified arborist Guy Lam agreed that construction sites have compacted soil and other issues as a result of ground disturbance. He said the Forester would look at the list of approved species to see which one would be suitable for the site and use their discretion when making a recommendation.

Trustee Barrow said this is not an absolute requirement, as the Forester would have discretion to adjust the number of required plantings.

Mr. Braiman concurred and said there will be flexibility in this area. He said the LUC and staff recommendation is to try and encourage the replanting instead of capturing a fee.

Trustee Kennedy said the language of “required” indicates there is no flexibility.

Mr. Braiman said the language can be modified to “can be required.”

Trustee Sheperd said the ultimate goal is to address peoples’ main concern about the removal of healthy trees, so he supports the idea of flexibility within the Forester’s role.

Trustee Kennedy agreed and said the language needs to be clear that there is flexibility.

Mr. Braiman said discretion will be key.

There was consensus on this point.

Mr. Braiman said the next suggestion was to provide flexibility to allow the replanting of a tree offsite with Village approval. He said this is not uncommon in other ordinances they reviewed and believes this will be a rare occurrence.
President Plunkett said it could possibly be the neighboring house.

Trustee Barrow said there is no downside to this

Trustee Kennedy asked why the developers would suggest this.

Trustee Gjaja said there may be people in the community who may not be able to afford to buy a tree. She said we could possibly utilize our fees to assist in this area.

President Plunkett said this requires the property owner to plant the tree on someone’s property. She said a tree bank is a great idea, but we are discussing a developer putting a tree on someone else’s lot from a list, which she is not comfortable with. She said they may start to feel like they can put it in a tree bank and avoid the fee. She said having a location we can identify makes sense for the developer to plant the tree; however, having the tree bank makes it seem like a reimbursement.

Trustee Gjaja said they could plant it as a parkway tree.

Mr. Braiman said that would be a remote possibility, as we are catching up on our parkway tree plantings and eventually there will not be many opportunities for parkway plantings. He said in a few years we should be fully caught up.

President Plunkett said we would not want people planting in our parkway other than our own Foresters.

Mr. Braiman concurred.

Trustee Dodd said if we have residents who cannot afford to plant a tree but want to, wouldn’t we rather have a tree fund for those who do want to plant a tree. She said this way, we can actually put trees on lots that want them.

Trustee Barrow asked without the requirement of planting, aren’t we perpetuating the very thing people are objecting to. He said if a developer can put money in the fund and plant a tiny tree, that defeats the purpose of what we are doing.

President Plunkett said depending on where we go with fees, if you plant a tree on your property, that is not a huge cost to the developer in relation to the fee. She said we do not want to subvert a fee but in extenuating circumstances there may be instances where a developer knows of a neighbor who wants a tree. She said that could become complicated, however.
Trustee Kennedy said that is too complicated and does not add anything to the mix.

Mr. Braiman said this should probably be reviewed in January 2023.

There was consensus on that point.

Mr. Braiman began discussing fees, stating they are intended to be used for urban forestry best practices. He said the money will be segregated and not used to fund other Village services. He said they could use the fees to pay for the new Forester and other forestry expenses.

He said the main discussion point between Trustees seems to be the inch for inch fee. He said much time was spent discussing this figure. He displayed a slide with a table depicting fees in lieu and how they compare with other communities.

Trustee Sullivan asked how the figures were derived. He said using the rough data available from 2019, it appears the fees generated would be between $140,000 and $170,000. He said it would be good to see the breakdown on how much of those fees was paid by a developer and how much by residents. He said when the stormwater fee was being developed, models were prepared, and he wants to be sure we are as clear on the fee generation and usage so we can be accountable for how we spend residents' funds.

Mr. Braiman said these are the maximum fees; not the likely fees in every situation. He said the Forester will have discretion to adjust the fee according to the condition of the tree. He said if the tree were in very good condition, they would pay 100%. He said these calculations were made on the assumption that all trees were in good condition. He said the majority of the impact would fall on developers given a look at the 2019 data; however, without experience, we cannot be sure.

Trustee Sullivan said he is asking how we got the fee and how do we defend it.

Trustee Kennedy said the chart shows once you get to the Heritage trees, even at $175 per inch, we are below the median in comparison to other communities. She said we figured if this level of fees was working in other Villages, following their model made a lot of sense.

Trustee Sullivan asked how we would evaluate if that were working or not.

Trustee Kennedy said that will be the issue because it is difficult to measure. She said the goal is to replace trees and the fees were
based on the cost to replant a tree. She said the average cost was calculated at $500 for a smaller tree. She said if you plant 10 trees, you will not have 10 trees 20 years later. She said there is a certain amount of die off for various reasons. She said this becomes expensive.

President Plunkett said we are comparing this to other communities, but we are different. She said only 2 other communities identified the tree removal in the required yards requires the zoning process. She said the purpose of our ordinance is to preserve trees and identifying the difference between the buildable area and the required yards is a huge step in that direction. She said it is much better at preserving trees than towns that try and charge a big fee. She said we need to remember our goal is reforestation and not revenue generation. She said setting fees is a difficult task. She said she feels like we are nearly there with the ordinance.

Trustee Kennedy agreed; however, she said we know we are not going to be able to preserve all the trees. She said replanting is the best thing we can do to ensure canopy growth but that will be expensive. She said at $175 per inch we can accomplish a fair amount of planting. She said at $125 per inch, she is not sure a lot would be accomplished. She said the fees in lieu are meant to be for replacements not as penalties or a deterrent. She said they are meant to replace trees being removed unnecessarily.

Trustee Sullivan agreed with President Plunkett that we are nearly there on the ordinance but said he would like to see the numbers. He said he thinks staff can come up with a rough estimate of what 2020 and 2021 would have looked like with these proposed fees. He said we need to be able to defend it to residents. He said he supports setting a suitable fee schedule to support planting trees in the community that some of the high school students spoke about earlier so that when they are our age, they can see the growth of the trees that were planted.

Trustee Kennedy said with a $3,500 fee, you can plant 7 2.5” trees, which is not a lot. She said this would replace a tree 20” in diameter.

Trustee Sullivan said he has planted 30 trees for a lot less. He said he is asking to see the numbers. He said that is what we have done for every large project. He said we need to do a bigger analysis of the numbers.

President Plunkett said we are reviewing this in a year, and it is easier to say we need to increase fees a little than to say we should decrease fees. She said we need to keep our eye on tree preservation. She said we intend to do a few things with the fees, but it is not the most important thing about this ordinance. She said
there are big changes proposed and they need to be reflected in what we are charging. She said the identity of Heritage trees also needs to be reflected in the fees. She said we can talk numbers to get the ordinance passed at our next meeting. She said we want fees to be a deterrent but in many circumstances, developers may see it as a cost of doing business, which we do not want.

Trustee Dodd said our definition of a Heritage tree is much broader than most other communities. She said we need to be aware of that when we look at the fees because she thinks they can be lower. She said we are being very selective on removing Heritage trees so that is another restriction in place. She said when we started the LUC discussions, we talked about other community tree banks growing too large. She asked Mr. Braiman for an explanation at a future meeting of what we will do differently to ensure that does not happen. She said our goal is not to have a huge tree bank. She said we can also look at how many trees we can replant in a year. She said that will drive how high our fees should get.

Trustee Kennedy said she cannot explain why other communities may not be spending money. She said they will not be planting trees on private property. She said we can run the tree program like the rain garden program where the homeowner would do the planting and get reimbursement. She said that would not cost a lot or be difficult to administer. She said we can easily spend every penny in one year. She said she does not see these fees as disincentives; they are meant to replace a public benefit that has been removed unnecessarily.

President Plunkett said rain ready is perfect, but there is money in the fund that is not being used for grants currently. She said we can increase the fees as we go along to grow the bank over time. She said if we feel we are charging more than necessary, it will be difficult to adjust down.

Trustee Kennedy said she thinks the rain garden fund struggles because they are hard to install and maintain in comparison to planting trees.

President Plunkett said this is not about improving landscaping in your front yard. She said this is for a shade tree which will take years to develop. She said we need to eventually agree on fees which will not happen tonight, and we will not let the fee get in the way of passing this ordinance.

She then noted the time was getting late.

Mr. Stein said if the meeting was to go past 11:30 p.m., they would need a motion to extend the meeting.
Trustee Sullivan said this is an enhanced ordinance that is well done but we need to defend it. He said it is no different than the tax levy. He would like to see this information before passing the ordinance.

Trustee Barrow said the fees simply reflect the costs to replant the required number of trees.

Trustee Sullivan asked what the total fee charged for 2022 will be.

Trustee Barrow said it is a function of how many trees are removed.

Trustee Sullivan said that can be projected using the historical data we have on file.

Trustee Barrow said that would be good information to have but as far as justifying the genesis for the proposed fees, it is not difficult to understand. He said it may turn out that in years past, applying these numbers you may have come up with a large number, but that would be representative of the number of large trees removed that needed to be replaced.

Trustee Kennedy made a move to extend the meeting until no later than 12 midnight., seconded by Trustee Barrow. All voted aye. The motion carried.

Trustee Dodd said she understands Trustees Kennedy and Barrow’s point about how we set the fees, but we need to recognize that the number of required tree replacements often times is physically impossible to achieve on a given lot. She said part of the fee may make sense, but the number of replacements may need further review. She said she does not think there is much debate on the smaller trees, but when you get to inch for inch, it may not make sense because the number of required replacements may be too high. She said our definition of Heritage trees is broad and may cause the tree bank to grow too large. She said our fee structure may need to be re-evaluated.

Trustee Kennedy said if you replace a 20” tree with 10 2” trees, it would cost more than our $175 per inch. She said $175 only allows you to plant 7 and not 10.

Trustee Dodd said you could not fit that many trees on one lot.

Trustee Kennedy said you could plant them elsewhere.

Trustee Dodd said every time you do that, you will add more to the tree bank than can be physically replaced.
Trustee Kennedy said she does not believe that will be a problem. She said she believes there is an unlimited number of people who would like a tree at a subsidized price.

Trustee Sheperd said that is a large spread and we should try and figure out how many trees we can plant.

President Plunkett said we will not know until we start. She said a tree bank would be great, but we really do not know how many residents would take advantage of that. She said the fees are important, but they are not the most important part of this ordinance, and we can work through that.

Trustee Kennedy said we have received hundreds of letters from people being critical of one aspect or another, but she does not recall any complaining about the fees.

President Plunkett said she recalls a few complaints about fees.

Trustee Kennedy said those were based on the awful flyer that was misleading. She said they were referring to taking down dead or diseased trees, which is a different issue.

Trustee Barrow said that is significant because the misleading flyer appeared on the doorknobs of every single home in the Village. He said we received maybe 10 emails complaining about the fee and a few residents tonight. He said we cannot say the fee issue has not been in front of the residents.

Trustee Kennedy said it painted a very stark picture; albeit untrue. She said she was surprised there was not more pushback. She said she feels this indicates there is not that big a concern in the community regarding the fees. She said the biggest fee concern out of that flyer was that it would apply to those who had no choice but to remove a tree. She said that is false and we need to address the misinformation campaign.

President Plunkett said the main point is preservation and unlike any other community, we are designating anything 20” or greater as a Heritage tree. She said when we look at our median comp fee, we need to look at protected trees and at $175 we are significantly greater than the median fee. She said at $125, we are closer to the median. She said she does not believe the fee in itself will change how many trees are protected under the ordinance. She said we do not want a number that people will look at and get bug eyed. She wants them to see the fee and feel it is reasonable and there to protect the trees. She said if in time this ordinance is not paying for itself, we will need to make incremental changes; however, she wants to be sure we get the strongest ordinance possible, and the
fee is not going to make it so. She said the strength is in the fantastic way we are looking at the properties and required yards.

Trustee Sullivan asked what we are asking staff to do. He asked if we are deciding on the inch for inch fee tonight.

President Plunkett said she does not believe we need to decide fees tonight.

Trustee Sullivan said he sees $125 and $175 as the only options.

President Plunkett said this is a difficult task.

Trustee Sullivan said it might not be helpful to come up with a third fee option. He said we are going to review down the line and it is easier to increase than decrease.

Mr. Braiman said the only third option would be to go with a set dollar amount like Highland Park. He said that would be an easy option to present in comparison to the $125 and $175.

Trustee Kennedy said the fourth option could be to narrow the Heritage tree designation. She said the Northbrook list is quite extensive but there are only 3 commonly planted trees in our Village that are not on our list; Cottonwoods, Honey Locust and Silver Maple. She said that is a comprehensive ordinance.

Mr. Braiman said we can provide a comparison on this as well. He said because Northbrook and Highland Park have the same required yard zoning processes, it may be helpful to make some comparisons there. He said he thinks staff can get the information out quickly to give everyone time to look through it prior to the next meeting.

There was consensus on this.

President Plunkett asked if we are punting the side yard issue until next year.

There was consensus on this matter.

Mr. Braiman said he would work with Mr. Stein to draft the ordinance with the different options for the next Board meeting.

6.2 **FINANCE STANDING COMMITTEE REPORT**
No report.

6.3 **ADMINISTRATION STANDING COMMITTEE REPORT**
All items listed on the Consent Agenda.
6.4 **Municipal Services Standing Committee Report**
All items listed on the Consent Agenda.

6.5 **Public Safety Standing Committee Report**
No report.

6.6 **Judiciary Standing Committee Report**
No report.

6.7 **Reports from Special Committees**
No reports.

7.0 **New Business**

There was no new business discussed.

8.0 **Adjournment**

Trustee Kennedy made a motion to adjourn the Board meeting at 11:37 p.m., seconded by Trustee Gjaja. All voted aye, the motion carried.

Respectfully submitted,

Karen Norwood
Deputy Village Clerk
I. **Call to Order**
Chair Hutchinson called the meeting to order at 6:05 p.m. Ms. McManus called the roll.

II. **Approval of Minutes**
Commissioner Furniss moved to approve the minutes from the meeting of September 13, 2021, and Commissioner Daspit seconded the motion. The minutes were approved as submitted.

III. **Consideration of a request for a Certificate of Appropriateness for modifications to the existing porte-cochere columns on the local landmark at 735 Michigan Avenue (Bateman House). Case #2021-HPC-04.**

Ms. Mills introduced herself as the project architect and explained that the existing round columns on the porte-cochere will be squared off. The house is an early Prairie-school dwelling with a strong rectilinear character. There are square pilasters on one side of the porte-cochere which are original to the design. At some point in time, the square columns were replaced with round columns. She explained that the plan is to leave the existing columns in place and frame them with a stucco finish and masonry base. They will match...
the existing engaged pilasters. Ms. Mills noted that the columns will not be altered structurally, but because the west column base has rotated, the base will be replaced and dowelled into the existing column to prevent it from twisting again.

Ms. Shea noted that the columns were replaced with round columns just prior to her purchasing the home in 1977 and always felt that the columns were not visually compatible with the house.

Commissioner Furniss stated that he initially did not notice the columns but agreed that the change will greatly approve the appearance of the home. Commissioner Parikh agreed that square columns are more in keeping with the Prairie style of the home and will be a noticeable improvement. The Commission commended the homeowner for making the change.

Hearing no further comments, Chair Hutchinson asked for a motion. Commissioner Furniss made a motion to approve the modifications to the existing porte-cochere columns. Commissioner Parikh seconded the motion and the motion passed unanimously. Commissioner Harmon arrived late and did not vote on the case.

IV. Comprehensive Plan Discussion
Mr. Blue provided background on the consultant team hired by the Village to oversee the Comprehensive Plan rewrite. He introduced Ms. Brobeck and they led a discussion on preservation issues and community character in Wilmette.

For full details on the visioning discussion, please see the attached summary prepared by Teska and Associates.

V. Public Comment
Ms. McManus provided written public comment regarding the Gillson Park Comprehensive Plan.

VI. Adjournment
Commissioner Furniss moved to adjourn the meeting. Commissioner Daspit seconded the motion. Voting yes: Mr. Furniss, Mr. Daspit, Ms. Corbett, Ms. Harmon, Ms. Parikh, and Chair Hutchinson. Voting no: None. The meeting was adjourned at 7:31 p.m.

Respectfully Submitted,
Kate McManus
On Monday December 13th the Ready Set Wilmette team met with the Village’s Historic Preservation Commission to discuss the Comprehensive Plan process and themes, goals and vision of historic preservation in Wilmette, how Wilmette has changed in recent years and how the community might think about “preservation” in the future. The conversation was led by Michael Blue of Teska Associates, Inc and delved into a few themes:

**How has Wilmette changed in the past 30 years?**

- Demographics –ethnic diversity has increased, increased population, more families with young kids.
- Downtown Wilmette – enlivened with new restaurants, renovated buildings, new streetscape.
- Predominant political ideology has shifted.
- Empty nesters have moved away or to new homes in Wilmette.
- Linden Square used to be more lively and home to a wider range of businesses – seems “out of sync” with what it could be with proximity to the Baha’i Temple and the end of the Purple El Line.
• Ridge Road has lost beloved businesses; the busyness of the road and limited parking makes it a difficult place to visit – discourages new businesses from opening in vacant spaces.

**What is the “value” of historic preservation in Wilmette?**

• People tend to enjoy their neighborhood more and are more inclined to walk around to explore if they are connecting with the Village.
• Preservation puts an emphasis on the history of the community – celebration and remembrance.
• As our world becomes increasingly fast paced and virtual, preservation of physical history creates a tangible sense of continuity.
• Renovation and restoration of historic structures can be very expensive but there are many benefits. Similarly, landmark status is perceived to be restrictive, but actually can provide more assistance to property owners to maintain the structure.
• Preservation can help Wilmette reach sustainability goals – brick streets help with stormwater.

**What else is historic preservation?**

• Preservation is not just about saving buildings and structures – preservation of the landscape, and character of the community. Everything tells the story of Wilmette.
• A building doesn’t need to have been designed by a famous architect – the diversity of homes represents the culture, history, and diversity of Wilmette.
• Creating records of the community today will help the community in the future.

As an example of preservation at work, at the meeting owners of 735 Michigan requested approval to replace the existing columns of their porte cochere to be more in line with the original design.

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VILLAGE OF WILMETTE
1200 Wilmette Avenue
WILMETTE, ILLINOIS 60091-0040

MEETING MINUTES

APPEARANCE REVIEW COMMISSION

MONDAY, JANUARY 24, 2022
7:00 P.M.
SECOND FLOOR TRAINING ROOM

Members Present: Nada Andric
Richard Brill
Devan Castellano
Doug Johnson
Charles Smith

Members Absent: Mason Miller
Jeffery Saad

Guests: Madeline Madden, Wayfair
Jeff Curley, WS Development
Molly Gasperi, WS Development
Luigi Franceschina, Gensler
Lucy Prather, Elrod Friedman
David Silverman, Ancel Glink

Staff Present: John Adler, Director of Community Development

I. CALL TO ORDER

Mr. Smith called the meeting to order at 7:00 p.m.

II. APPROVAL OF MINUTES

Mr. Johnson moved to approve the October 4, 2021, Appearance Review Commission minutes. The motion was seconded by Mr. Brill. Voting Yes: Andric, Brill, Castellano, Johnson, and Smith. Voting No: none. The motion carried.
III. 2022-AR-05, 3200-3232 Lake Avenue - Preliminary Review

Chair Smith explained that the purpose of the meeting was to provide preliminary input to the applicant regarding the proposed changes to Edens plaza. Mr. Adler explained that on February 7th the Commission will hear the applicant’s request for an appearance review certificate and sign variations. The sign variations were outlined in Lucas Sivertsen’s memo regarding the preliminary review. Mr. Adler explained that on February 2nd the Zoning Board of Appeals would be hearing a height variation request to allow the installation of a clerestory window and a floor area ratio request to allow the recladding of the building and adding of canopies.

Representatives for WS Development and Wayfair presented their proposal for converting the old Carson’s building to a Wayfair store.

Mr. Curley talked about improvements to the center being proposed to the north façade of the existing building. In response to a concern raised by the Village Board they are proposing a landscaped pedestrian promenade/walkway along the spine of two parking aisles. This creates a nice connection to the northside of the building and takes pedestrians away from more congested areas of the parking lot. In addition, it allows the introduction of additional landscaping in the parking lot. In regard to the rest of the center he explained that they intend to whitewash the brick, which they have done before in other centers they own. They intend to do different level of white washing to the brick to lighten the feel of the dark brick.

Ms. Madden said they wanted the store to feel like a neighborhood store with nods to the local community it is in. She outlined the areas that the changes were taking place. The addition of a third loading dock by relocating the trash compactor and screening the area was shown. There was a slight reduction in parking, but the additional landscaping should improve the appearance of the rear service area. How customers will pickup product from the rear of the store was discussed. She discussed the interior layout with the entry and exist on the east façade. A clerestory provides light to the interior. The roof plan showing mechanical equipment location was shown. She explained that additional roof screening would be provided which doesn’t exist today. Chair Smith asked that the height of the equipment versus the proposed screens be verified.

Commissioner Brill asked about doorways on the north façade. Ms. Madden explained that there is an emergency exit door but no customer entrance/exit on that façade. She said that is why they are proposing the pedestrian promenade to direct pedestrians walking from the north parking lot to the store entrance. The interior experience/circulation was explained.

Commissioner Castellano asked that the applicant look at the width of the sidewalk that runs along the northern side of the building to make sure it is an adequate width for strollers and the like. Ms. Madden explained that no new landscape area is planned, just new landscaping in the existing planting area. Mr. Curley said the sidewalk width of the new promenade is 6’ wide and with the landscaping the promenade would be 10’ wide.
Commissioner Andric asked about the patio area identified in the plaza plan. Ms. Madden explained that was an outdoor patio for the Wayfair café. Ms. Madden explained that there is additional space for sitting and hanging out in front of the store before you enter.

Commissioner Andric said there was an opportunity to add an amenity such as a gazebo and additional select greenery throughout the center.

Chair Smith asked about the future of the center and whether providing some additional area to hangout and provide more of an amenity for the neighborhood was being considered. Mr. Curley said the center was designed in such a way there is not too much open space. The parking ratio is currently under the 4.0 spaces per a thousand square feet of gross leasable space typically seen with a center like this (approximately 3.7). They want to see how the center performs after full occupancy before reducing the parking even more. Chair Smith talked about the future when the need for parking will most likely be reduced. Mr. Curley said that WS would look at opportunities to do such changes in the future if the opportunity presents itself.

Commissioner Johnson asked about the applicant’s discussion with the Village Board regarding outlots and the fact that adding outlots would reduce parking even greater. Mr. Curley said at this time they are not looking to add outlots. If in the future the parking would allow outlots to be added, they would consider doing so if it made sense to their tenants.

Mr. Adler said that a parking/traffic study is being done and if an outlot reducing parking was presented, that study would need to be updated. He talked about the importance to understand Wayfair’s parking need before eliminating more parking.

Commissioner Castellano asked about bike parking. Ms. Madden said they heard the need to address alternative forms of transportation from the Village Board and will be adding additional bike parking areas to their plan.

Commissioner Andric said the parking lots on the east side of the property fronting Skokie Boulevard and Lake Avenue need updating including visual enhancements that provide greater appeals to patrons. Signature lighting could be added that takes inspiration from the Village’s historic street lighting. If the increase in amenity area reduced parking she suggested a parking structure could be added in closer proximity to shopping and pick-up/drop-off if proven necessary.

Chair Smith asked that the applicant walk the Commission through the exterior cladding as that is the element of the building that will be seen every day. Ms. Madden said she would talk about the high-level vision and that Mr. Franceschina would address the proposed architectural choices. She explained that purple was a big part of Wayfair’s story and brand. They look at the color purple as conveying many of Wayfair’s attributes including being imaginative, optimistic and creating a sense of joy and discovery. The materiality was used to update the existing building. It was important for them to sustainability reuse the existing building through the addition of various forms of cladding, including textured porcelain tiles to create visual interest and windows for more interior light.
Mr. Franceschina explained that the design celebrates texturing by layering the different elements. He said that some of the materials will change slightly in appearance during the day as light hits the building. The layering of the materials allows a monolithic building to be broken up in appearance.

Commissioner Johnson appreciated the Wayfair brand but felt that appearance is part of what makes up Wilmette’s character. The ARC is charged with looking after Wilmette’s character appearance wise. The amount of purple doesn’t reflect an upscale building and doesn’t reflect Wilmette as a community. If this is Wayfair’s flagship store it should reflect the community it is in.

Commissioner Brill said he is very happy that Wayfair selected Wilmette as the location for its first flagship store. He said Wilmette being an historical community, the four massive purple walls do not fit in with its character.

Ms. Madden said they heard from the Village Board that the appearance from the highway was less important than from the sides visible along Lake and Skokie. Commissioner Johnson said he didn’t necessarily agree with that and that a smaller band of purple would probably be ok.

Commissioner Andric asked about the overall plan for the mall and how the proposed Wayfair store fit in with that. With all the different materials, what will tie this into the rest of the center. She also felt that the issue of arrival wasn’t addressed, and that the plaza design should be more sophisticated. Ms. Madden asked if Commissioner Andric had ideas on how to make the arrival better. Commissioner Andric felt the customer should be awed by the arrival maybe with a grand garden court. The plaza at the entrance to the store was discussed. Ms. Madden explained how the café outdoor seating fit into the plaza and how the additional green area was proposed to be used. Commissioner Andric asked the applicant to do more in that area as it seems not completely thought out at this time.

Commissioner Castellano said that wayfinding must be clear. She wanted to hear about the materials a little more and the backlit panel specifically. Mr. Franceschina said the backlit panel was used to support the layering on the front façade. This feature also calls out where the entrance is.

Chair Smith said the Commission will want to look at every detail regarding lighting. He also said that he doesn’t necessarily agree that the structure needs to historically reflect Wilmette. Wilmette is also a community known for its architectural experimentation. He asked Mr. Curley what the plans were for the other portions of the center and if Wayfair doesn’t make it.

Mr. Curley said WS manages a great many properties. He talked about Edens being a center planned to provide sales tax to the community. Their short-term plans are to address underutilized building spaces. He said they are looking to strike the right balance in the redesign of the center to allow tenants to properly brand and attract business.
Commissioner Smith talked about the future of the center, 1 year, 5 years, etc. Mr. Curley said the intent was to create a natural surround with the white washing of the brick to allow the retailer to shine. This is what they have done in other centers they own.

Chair Smith stressed the need to properly review the lighting and have daytime and nighttime renderings provided showing the existing and proposed structures. He said that the way the purple is used should still allow for a homey environment. The attention-grabbing use of the purple vs being community friendly needs to be addressed.

Chair Smith confirmed this is Wayfair’s first brick and mortar store. He reminded the applicant that the WS/Wayfair team stressed that this property is the gateway to Wilmette and the importance that brings. The existing shopping center does not help to signify the gateway into Wilmette from the west and from the Edens Expressway. He would like to see some effort made to remedy this condition.

Commissioner Johnson questioned if the purple walls are what WS/Wayfair believes the community wants to see.

Chair Smith commended the way the layering broke up a third of the development into a way that was relatable. Commissioner Castellano agreed that the applicant did a great job of breaking down the mass of the building. She asked to see a closeup rendering of the entrance/patio area.

Commissioner Johnson asked about the signage variations. It was explained that relief was necessary for two signs on the east elevation, one being a canopy sign, which isn’t addressed in local sign code. The other sign variations being a second wall sign on the north elevation that exceed the signable area allowance.

Commissioner Castellano asked that the exterior wall of the Kids Snip space be addressed with landscaping or other design feature. She reiterated that the quality of material is very important. The commission will need to view all proposed materials and finishes.

Chair Smith agreed and said more detail on how the existing center will be treated is needed. Whitewashing instead of painting is preferred because of maintenance issues. He questioned whether the color will be baked on the porcelain tile or not. He was concerned about the review timeframe given there are several unknowns still.

Chair Smith talked about the community’s desire to see sustainable practices in the redevelopment. He mentioned bird safe glass for the Wayfair building. He said other sustainable practices would be viewed positively by the community.
Chair Smith asked other than the backlit panel and signage, was there any other lighting of the building being proposed. Ms. Madden answered they had a lighting plan reflecting building lighting and will present that. Chair Smith discussed the need for a footcandle plan reflecting the proposed lighting. Commissioner Johnson said the Commission also looks at the temperature of lighting in addition to the footcandles. Commissioner Castellano ask that pedestrian scale lighting along the new walkway be considered, and the applicant agreed to include that.

Chair Smith asked about desired schedule for the project. Mr. Curley said the transaction and the acquisition of the property is what is driving the timing. It is important that there is comfort there so they will talk and hopefully they are able to achieve something with the Commission in a couple of weeks on that front. There would be the continuation of design with a construction start later this summer. And as that design continues to evolve, evaluation of conformity with all the information the Commission has seen and hopefully rendered an approval on would take place, that is the way they hope this unfolds.

Chair Smith said that it was mentioned that not only the Wayfair construction would start but the construction on the entire center would start later this summer. Mr. Curley said if construction the Chair is referring to is the introduction of additional sidewalk landscaping and whitewashing of the brick, yes that will take place at the same time as the Wayfair construction. Chair Smith clarified that the extent of the work on the rest of the plaza was the brick whitewashing and landscaping. Mr. Curley said they intend to also look at opportunities not identified yet to introduce more landscaping on the sidewalk areas and where possible in the parking lot. They will also look at enhancing the existing landscaped areas.

Chair Smith talked about the one use at the center that allows people to linger is being lost with the closing of the Starbucks. He asked if the applicant was looking for businesses that would make people want to linger more at the center and what the tenant strategy was. Mr. Curley said they have some preconception on tenant strategy, but they are not prepared to discuss that. He added that Wayfair being in the center will enhance the opportunity to get desired tenants.

Commissioner Andric asked the applicant to look at all site lighting to make it consistent with the updated look of the center.

Seeing there were no more comments from the Commission, Chair Smith asked for public comment and there was none.

IV. PUBLIC COMMENT

There was no public comment.

V. NEW BUSINESS

There was no new business.
VI. ADJOURNMENT

At 9:03 p.m., Mr. Brill moved to adjourn the meeting. The motion was seconded by Mr. Johnson. Voting Yes: Andric, Brill, Castellano, Johnson, and Smith. Voting No: none. The motion carried.
I. CALL TO ORDER

Chair Smith called the meeting to order at 7:00 p.m.

II. APPROVAL OF MINUTES

Mr. Sivertsen said Commissioner Andric has some changes that were presented to the Commission.
Chair Smith suggested two corrections to the minutes.

Commissioner Brill moved to approve the January 24, 2022 Appearance Review Commission minutes as amended. The motion was seconded by Ms. Castellano. Voting Yes: Andric, Brill, Castellano, Miller, and Smith. Voting No: none. Abstain: Saad. The motion carried.

III. CONSENT AGENDA

Commissioner Miller moved to approve the consent agenda including Case 2022-AR-04, 807 Ridge Road, Awning and Window Sign; and Case 2022-AR-07, 116 Skokie Boulevard, Cycle Bar, Wall Sign. The motion was seconded by Commissioner Brill. Voting Yes: Andric, Brill, Castellano, Miller, Saad, and Smith. Voting No: none. The motion carried.

IV. CASES

2022-AR-01 1900 Wilmette Condominium Association
1900 Wilmette Avenue Appearance Review Certificate

Mr. Sivertsen introduced Case 2022-AR-01, 1900 Wilmette Avenue, requesting an Appearance Review Certificate to repair and modify an existing screen wall.

Ms. Patricia Henriquez introduced herself as the property manager. She said she submitted their permit to repair the wall and discovered she would need to have the proposal reviewed and approved by the Appearance Review Commission. The contractor’s proposal showed replacement bricks that were a close match to the existing but not exact. The existing brick wall has multiple variations in color. The wall along Ridge Road is different than the brick pattern on Wilmette Avenue.

Chair Smith said it appeared the contractor provided a range of bricks in an attempt to match the existing bricks.

Commissioner Andric asked why they were not matching the existing brick.

Ms. Henriquez said it was their goal to match, however, the proposed bricks were the closest match the contractor could find.

Mr. Sivertsen explained there have been multiple incidents of cars crashing into the wall. There are visible distinctions in the brick where the brick had been replaced. Some of the repairs were better than others. The current proposal does a better job at matching the existing brick than the previous repairs, however, it is not an exact match.

Commissioner Saad said the bricks appear to be a better match in one of the photo examples showing the existing next to the proposed. It was hard to determine exactly how close the
match is without seeing in person. The photo can make the colors look different depending on the lighting.

Commissioner Miller said he thinks this is going to keep happening and suggested they come up with a different solution. The bricks they choose this time, might not be available the next time this happens. He suggested maybe painting the wall. It’s a very visible wall. He can’t get behind the patchwork of different brick colors.

Chair Smith said to fix the wall now, they need a brick. The wall looks to have served its purpose and it took the impact of the vehicle. He’s not sure if they should hold up the repair to wait for a solution to the bigger picture. They can possibly include a recommendation in the approval.

Ms. Henriquez said she was not aware of any longer-term solution that condominium board was considering.

Commissioner Castellano said they could consider purchasing additional brick so if there is a need to repair brick in the future they would have a match. It’s very difficult to match bricks and she thinks they did a good job to come close.

Commissioner Miller asked if painting the brick was an option.

Ms. Henriquez said she wasn’t sure if that would be a solution for the board because the idea is for the brick to relate to the brick of the building. She said they were going to use as much of the existing brick they could salvage.

Chair Smith said the commission would encourage them to come up with a long-term solution to the mismatched bricks. That being said he doesn’t want for that to hold up their repair under current consideration.

Commissioner Miller said he would accept a longer them solution including rebuilding the entire wall.

Commissioner Saad moved to approved Case 2022-AR-01, 1900 Wilmette Avenue, requesting an Appearance Review Certificate to repair and modify an existing screen wall. Voting yes: Andric, Brill, Castellano, Saad, Smith. Voting no: Miller. The motion carried.

2022-AR-05 Edens Plaza BB Owner LLC and Edens Plaza SC Owner LLC 3200-3232 Lake Avenue Appearance Review Certificate and Sign Variation

Mr. Sivertsen introduced Case 2022-AR-05, 3200-3232 Lake Avenue, Edens Plaza BB Owner LLC and Edens Plaza SC Owner LLC, requesting an Appearance Review Certificate to demolish portions of the east side of the building, install new cladding on all sides, construct a clerestory, install canopies, and modify landscaping and hardscaping around the exterior of the building, and sign variations including variations to install more than one wall
Chair Smith added due to the condensed nature of this review that had scheduled another meeting to review the proposal on February 23, 2022. The commission would be using this meeting to advise the applicant but would not be prepared to vote on the proposal until the February 23 meeting.

Mr. Sivertsen said the case has been noticed and the commission would be able to vote on the request if they wished, however, given the amount of new information presented the case would likely need to be continued to the February 23, 2021 meeting.

Ms. Prather introduced herself as counsel for the subject case. She said the subject proposal is very important to for the entitlements of the revitalization to Edens Plaza. WS Development is under contract to purchase the entire development from the current owner. At the same time WS has entered into a lease with Wayfair to take over the entire building previously occupied by Carson Pirie Scott. She discussed their appearance before the Village Board and Zoning Board of Appeals and preliminary review before the Appearance Review Commission. They received a positive recommendation from the Zoning Board of Appeals on their variation requests. They are very grateful for the Commission’s ability to schedule two special meetings to discuss their proposal. Their plan is to appear before the Village Board no later than March 8 to receive a final vote on their approvals. They are seeking four sign variations. They are seeking approval to allow two signs each on the north and east elevation of the building. They are seeking approval for one of the signs on the east elevation to be a sign installed above the canopy rather than below the canopy. Finally, the are seeking a sign variation to display a sign on the north elevation that exceeds the coverage allowed. She noted the size of the proposed signs are smaller that what was previously on the building. She said the need for the variations were because of unique conditions of the building including the location, long history as the fulcrum of the shopping center and the fact that it is the largest retail box in Wilmette. Additionally, they are seeking an Appearance Review Certificate. They have worked to respond to the feedback provided by the Commission at their previous meeting. The design breaks up the box, is tastefully designed and uses quality materials. She introduced Madeline Madden with Wayfair to present the design components of the building.

Chair Smith inquired about Ms. Prather’s statement that the Zoning Board of Appeals granted approval.

Ms. Prather stated the Zoning Board of Appeals voted to recommend granting a floor area ratio variation and a height variation to permit the proposed clerestory.

Mr. Sivertsen added, the existing floor area ratio in the PCD-1 District was written to allow the originally approved building. Therefore, any addition would require a variation to this requirement. The need for the variation is due to the expanded floor area created by the cladding and canopies and not necessarily usable interior floor area.
Ms. Madden said the plans in her presentation will show amended drawings from what had been shown at the January 24 meeting. The showed the existing building and mentioned the proposed signage for Wayfair is shorter in height and length from the previous signage for Carson Pirie Scott. She reviewed the site plan and showed the promenade proposed in the parking lot to the north intended to connect pedestrian access to the front entrance. The existing entrance on the north side of the building will be removed in favor of a single entrance on the front. The changes to the loading dock in the rear will necessitate a change in truck traffic through the rear lot and will result in the loss of about 20 parking space in the back adjacent to the expressway right of way. She reviewed the proposed plans identifying changes from the existing building.

Mr. Sivertsen asked for confirmation that the new roof top units would be replacing the existing in the same location.

Mr. Madden said that was correct.

Mr. Franceschina presented the details of the exterior architectural design components and materials. The main exterior material would be terracotta with a glazed porcelain finish, cement plaster, tower element with custom three-dimensional artwork, new glazing, brick cladding stained to match the rest of the center once a stain is selected. He said the sample board was representative of the color and texture, but they are still working on procuring the purple terracotta finish. The terracotta panels will be textured to allow for light and shadow to be created to provide some variation. The size of the panels will also vary in width from six inches to two feet. The intent for the cement plaster is to be as seamless as possible to avoid any horizontal joints. Some vertical joints would be necessary to allow for shrinkage. He showed the elevation plans, and blow-up detail of select elevations. As part of the glazing, they are investigating bird frit. The mechanical screen on the roof will match the height of the mechanical equipment. The existing equipment is not screened so this will be in addition to what is currently on the roof.

Ms. Madden said they intend to refresh the existing greenery around the building incorporating native plants.

Mr. Franceschina said the lighting plan is intended to highlight the building as well as improve the customer experience. The focus of the lighting will be centered around the entrances and exists with some lighting to wash the walls, highlight landscaping and task lighting to provide safe pedestrian travel.

Ms. Madden presented some of the graphics in the appendix of the submittal packet. She noted they had reduced the amount of purple by about 20% from what had previously been presented to the commission during their preliminary review. The night view renderings show the areas where they intend to have lighting, however, they will be preparing a more detailed drawing to provide a more accurate representation of the intensity of the lighting.

Commissioner Miller said the architecture is great. He likes what they did with the massing and materials. It’s a very thoughtful design. What a lot of people see is the purple. He was
trying to think of what other entities have purple for their color. He knows of Yahoo and Northwestern University. In looking at Northwestern’s campus the purple you see is very subtle, of course they are not a retail user. Yahoo’s corporate campus does not have much purple either. In order to understand what is acceptable one would need to consider the area in which the design is located. The Village of Wilmette doesn’t have a very well-defined architectural persona. The color purple to him has a kind of highway architecture feel. It reminds him of something like an Ikea. For him, the design is really great, but less purple would be a good thing. It would help to fit the design into the plaza and the Village. The amount of purple seems like a foreign object.

Commissioner Brill thanked the applicant for the additional detail. The abundance of additional landscaping is well received. When someone thinks of Wilmette they don’t think purple. The streetscape, the character of the commercial districts, the amount of residential. They did a great job at white washing the brick. When you look at the eight northshore suburbs he can’t think of five and a half massive purple walls dominating the view. He thinks the white wash with grey cement plaster on the east side of the north elevation is tasteful. That says Wilmette to him. He thinks using purple in the signage is more appropriate. He is in favor of everything except for the amount of purple.

Ms. Madden said she would like to address the purple as she imagines there will be more comments related to that topic. Purple is Wayfair’s predominant branding color. As a retailer the location of the property in relation to the Edens Expressway is important. Focusing the image along Edens as well as pulling back the purple facing the residential were things they worked on.

Commissioner Andric asked Mr. Sivertsen if the commission’s charge was to look at only the building, or was the entire complex up for discussion.

Mr. Sivertsen said the proposal before them tonight was for the building formerly occupied by Carson Pirie Scott, the three storefronts proposed to be demolished and site work surrounding he building including a proposed pedestrian walkway and modified parking lot landscaping to the north of the existing building. The rest of the shopping center is not necessarily included in the current request, except to the extent that the proposal might impact the rest of the shopping center.

Commissioner Andric said she was wanting to pick-up on the previous meeting’s discussion on the shopping center parking lot and how the transformation ties back to the rest of the shopping center. The complex represents the western gateway into Wilmette. The parking lot is dated and needs to be upgraded. She asked how this project can inspire improvements to the rest of the center and parking lot. Secondly, she wanted to thank the applicants for their proposal. She doesn’t have an issue with the purple. She asked Ms. Madden about the color purple as Wayfair’s brand color.

Ms. Madden confirmed purple was Wayfair corporate’s color. She is responsible for their global real estate including offices. Using less color on the building is more typical for offices and warehouses. It’s used more as an accent in these cases. In this instance the color
purple is used to signify the building as a retail use and not an office or typical warehouse style big box you might see along the highway. The intent is the be tasteful and thoughtful.

Commissioner Andric thinks the building is more neutral and the different parts and colors pull together very well. Going back to her other point she wanted to know what could be done to the east parking lot since that is even more part of the gateway into Wilmette. Some signature lighting could be part of that improvement. Regarding the materials on the building, she would like to know more about how they work together. How will they age depending on their durability? She isn’t necessarily in favor of the promenade. Especially because it doesn’t seem to lead to anywhere. She wondered if that same effort could be made to other parts of the complex. It would be important to have more of an amenity.

Commissioner Castellano thanked them for adding all the landscaping to the east of the entrance. Having the turf in the front is a nice relief from the sea of parking in front. She thinks there is an opportunity to add some landscaping on the wall of the adjacent tenant wall being exposed with the demolition of storefront. In looking at the rendering the sidewalk to the north looks comfortable, however, in looking at the site plan it is dimensioned at five feet, which is tight. She wonders is something can be done with the landscaping to increase the width of the walk.

Ms. Madden said the five feet is the existing condition, but they can take a look at reducing some of the landscaping to make for a more comfortable walk. She wondered what would be a more comfortable width.

Commissioner Castellano said they should just think about that area a little more given the desire to connect to the north parking lot. Given the concerns with the color purple it would be helpful to bring a sample of the material to better explain their case. It would also be helpful to get a sample of the backlit wall. Sometimes manufacturers will provide a mockup or lightbox.

Mr. Franceschina said the terracotta tiles will have variation in tone, but will stay close to the purple color. It is difficult to render the true tonality and variation in the tiles.

Chair Smith thanks the applicant for their considerations in moving the design further. He asked if the 20 parking spaces proposed to be removed were predominantly used for staff parking. He couldn’t imagine customers would have been using that parking.

Mr. Sivertsen said he didn’t think the parking had historically been used at all.

Chair Smith said everyone has an opinion on the use and amount of purple proposed. He said it doesn’t necessarily concern him, except the actual color and material has not yet been produced. There appear to be three separate materials finished in purple. There is the terracotta, a purple paint and a purple metal. Success to him is how those variations of purple harmonize. The applicant said they are studying the use of bird glass. For him, the use of glass is non-negotiable. It will need to be used in the project.
Mr. Franceschina said it was their intent to use bird glass, but they were still trying to determine which frit would be used.

Chair Smith said their mention of introducing a white washed brick was a surprise to him, considering they have an ensemble of materials already. He is concerned they will have a nicely composed design and then add another material.

Mr. Franceschina said the use of the stained brick was an attempt to address a comment of the design not relating back to the rest of the building. The use of stained brick will be minimal.

Ms. Madden said the brick will already been a part of the design in a way because it will be on the wall adjacent to the Wayfair storefront once the existing storefront is removed.

Chair Smith said he understood their design intent and it doesn’t sound like it will be used in a high-profile location. He likes the look of the trellis, but doesn’t think it will work exactly how it is shown in the rendering. It will be important for the landscape architect to study. He asked how the art wall on the north elevation impacts the signage on that wall and if it is the cause of the coverage variation.

Mr. Sivertsen said the artwork reduces the signable area of the wall. If the entire wall could be considered the signable area a sign coverage variation would not be required.

Chair Smith asked for further clarification on the lighting of that wall.

Mr. Franceschina said they were proposing an up-light washing that wall.

Chair Smith said there was a restaurant that came before the commission a couple of years ago. It’s now one of the most successful restaurants in downtown. The commission encouraged them to rethink the amount of different lighting proposed. They stepped back the number of different fixtures so they could have better coordination. The result of that revision has really helped the design of the façade. It will be important for the applicant in this case to really look at how all the lighting colors, intensities work together. Especially when they are considering lighting entire portions of the façade.

Mr. Franceschina said the thought the lighting was a pretty well curated. He thinks they can do a better job explaining how they all work together.

Chair Smith said the light wall looks to be pretty subtle in the rendering, but depending on how it works in reality, it would be the focal piece of the entire building.

Mr. Franceschina said it was the intent to be a subtle amount of light.

Chair Smith said it was important for the proposed landscaping to reinforce the existing as much as possible so that the trash and loading area is screened from people taking the northbound exit ramp towards westbound Lake Avenue. Due to the anticipated number of
customers expected to visit this store he thinks the crosswalks need to be studied. He wanted to reiterate the desire of the commission to have Wayfair reduce the amount of purple as much as they can given the departure of the design from the rest of the center and the lasting impact the design will have on the Village.

Commissioner Castellano asked about the lighting proposed above the entrance and if it would change in color on a seasonal basis.

Ms. Madden said she did not anticipate the color changing. They have historically not mixed the purple and white with other colors.

Chair Smith asked if there were any members of the public who wished to speak.

Ms. Kristin Hildreth who owns the Birkenstock store at Edens Plaza said she was initially concerned with the look of a Wayfair Flagship store, but after viewing the plans she thinks it looks great. The design is bright and cheerful. She was prepared to dislike the purple, but she thinks it is really great. She doesn’t know if she would want to remove any additional purple from the design. It does a good job of breaking up the wall. The purple and gray together look rather elegant. Her main concern is traffic and safety. On the north side she likes the idea of the promenade, but unfortunately it dead-ends once it gets to the building. She is looking forward to better lighting and a gathering space. Something to draw people to the north would be great.

Chair Smith reiterated the need for additional material samples. He asked for a motion to continue the case.

Commissioner Andric asked if they would be viewing any additional plans for the rest of the shopping center at the next meeting.

Ms. Prather said their focus is on the approvals for the Wayfair store. She said if there were further plans to improve other parts of the center, that they would come back before the commission to present those items, however, their focus as this time was the Wayfair store and surrounding area.

Commissioner Brill moved to continue Case 2022-AR-05, 3200-3232 Lake Avenue, Wayfair to the Wednesday, February 23 Appearance Review Commission meeting. The motion was seconded by Commissioner Castellano. Voting yes: Andric, Brill, Castellano, Miller, Smith. Voting no: none. The motion carried.

V. PUBLIC COMMENT

There was no additional public comment.

VI. NEW BUSINESS

There was no new business.
VII. ADJOURNMENT

At 9:05 p.m., Commissioner Miller moved to adjourn the meeting. The motion was seconded by Commissioner Brill. Voting yes: Andric, Brill, Castellano, Miller, Smith. Voting no: none. **The motion carried.**
REPORT TO THE BOARD OF TRUSTEES FROM
THE HISTORIC PRESERVATION COMMISSION

Recommendation: The Historic Preservation Commission recommends granting a Certificate of Appropriateness for window replacements in the existing openings on the south (front), east, and west elevations

Case Number: 2021-HPC-03

Property: 810 Forest Avenue

Historic Name: Wischmeyer House

Applicant: Beau Davis and Elisabeth Ephraim

Request: The granting of a Certificate of Appropriateness for window replacements in the existing openings on the south (front), east, and west elevations

Hearing Date: February 24, 2022

Date of Application: January 17, 2022

Vote by HPC:
Chair Hutchinson  No
Commissioner Furniss  Absent
Commissioner Harmon  Yes
Commissioner Corbett  Yes
Commissioner Daspit  No
Commissioner Parikh  Absent
Commissioner Fogarty  Yes

Notices mailed to:
Village President and Trustees of the Village Board
Village Manager
Members of the Historic Preservation Commission
Wilmette Historical Society
Petitioner
All Adjacent Property Owners

Report Prepared By: Kate McManus, Planner III
STAFF INFORMATION AS PRESENTED TO THE HISTORIC PRESERVATION COMMISSION

Evaluation of Compliance with the Requirements of the Rules Regarding Notice and Hearings:
Notice of the hearing regarding the Historic Preservation Commission meeting was posted on February 8, 2022. A hearing regarding the request for a Certificate of Appropriateness was held on February 24, 2022.

History of Designation
At a public hearing on May 13, 2003, the Village Board of Trustees approved the recommendation of the Wilmette Historic Preservation Commission that the Wischmeyer House at 810 Forest Avenue be designated a local landmark. The Wischmeyer House was nominated as a local landmark under criteria 7: an outstanding example of a particular historical, architectural, or cultural style or period for local landmark designation.

Building Permit History
Building permits found for the home show record of additions to the home including an 11’ by 11’ addition to the east end of the garage, a first, second and third floor remodel and replacement of plumbing fixtures.

In 2014, a Certificate of Appropriateness was granted for reconstruction of the front porch piers using existing brick; removal and replacement of front porch concrete steps; new, west side masonry porch with prefabricated columns compatible with existing front porch columns; removal and infill of one (1) second floor, two (2) first floor windows and two (2) basement windows on the west side facade; removal and infill west side entry door with brick; continuation of cast stone water table course; new, two-story, flat roof addition with painted wood column rear porch; and, new fiber cement (Hardie board) three-car garage in rear.

Historical and Architectural Background (cited from the 2003 landmark nomination)
The Wischmeyer House was built circa 1907 for Joseph and Rose Wischmeyer. The architect and builder of the building are both unknown.

Between 1880-1955 there was a renewed interest in the architecture of the English and Dutch Colonial houses along the Atlantic seaboard. While the Colonial Revival style was dominant throughout the country for the first half of the 20th Century, the subtypes or variation on this style had periods of popularity. The Wischmeyer house is a “hipped roof without full-width porch” which was popular from the 1880’s to 1910.

810 Forest has the “classic box” form; it is a red brick structure with a central door and symmetrical windows and a hipped roof. The architectural features found in the Wischmeyer house that are original to the Georgian style of Colonial architectures are an entablature and side lights surrounding the door, keystone lintels over the windows, and the dentiled cornice. These features are combined with a pedimented dormer, a rounded bay window and a pillared wrap-around porch that are signatures of the Colonial Revival Style.
The Colonial Revival style was dominant for the first half of the 20th Century while subtypes and variations on this style had periods of popularity. The structure and detailing of Georgian and Adam houses—a subtype of Colonial Revival—show distinct and regional variations. The Wischmeyer House was built in these architectural styles which were popular from the late 1890s to 1920s.

**Description of Proposed Alterations**

The petitioner proposes window replacements to the front (south), east and west elevations of the house. No changes to the existing window openings are proposed. Marvin Signature Insert Double Hung windows are proposed for the five (5) bay windows, six (6) additional windows on the front façade, one (1) window on the west elevation and one (1) window on the east elevation. A total of thirteen (13) windows are proposed to be replaced. The windows are wood clad with aluminum with an exterior finish of “Stone White” similar to the existing window and trim paint color. Exterior sash lugs will match the existing detailing.

The Commission continued consideration of this request on September 13, 2021 and provided direction to the petitioner to consider installation of storm windows as a way to retain the original windows and increase energy efficiency. They requested the petitioner provide the R-value of storm windows. The Commission also requested that the petitioner provide more information on the cost of new wood windows vs. aluminum clad. The petitioner’s response to the request and the approved minutes of this meeting have been included in the Commissioners’ packets for reference (sections 2.1 and 2.6).

**Evaluation of Compliance with Secretary of Interior’s Standards for Rehabilitation**

1. *Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.*

   This standard is met. The property will continue to be used as a single-family residence, as originally intended.

2. *The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided when possible.*

   This standard is not fully met. The existing windows are original to the home and distinctive architectural features.

3. *All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.*

   This standard is not applicable to this request.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

This standard is not applicable to this request.

5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.

This standard is not fully met. The existing windows are original to the home and visible from the street. Efforts will be made to match the replacement windows to the original windows; however, the historic materials and craftsmanship will be lost.

6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in position, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

This standard is generally met. The new windows are intended to match in design, color, and other visual qualities.

7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

This standard is not applicable to this request.

8. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to any project.

This standard is not applicable to this request.

9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.

This standard is not applicable to this request.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.
This standard is met. The essential form and integrity of the structure will not be impacted by the proposed window modifications and the original window openings will be retained.

**Evaluation of Compliance with the Standards Set Forth in the Wilmette Historic Preservation Ordinance.**

*The alteration does not materially impair the historical significance of the Wilmette Landmark.*

This standard is generally met. While the original windows are an important part of the character and integrity of the house, the historical significance of the Wischmeyer House may be diminished, but not lost.

*The alteration does not materially impair the architectural integrity of the Wilmette Landmark or Wilmette Historic District.*

This standard is not fully met. The architectural integrity of the Wischmeyer House will be impacted.

*The alteration is carried out in a manner consistent with the historical/architectural character of the Wilmette Landmark.*

This standard is not fully met. The proposed window material is not consistent with the character or quality of materials generally found on a Wilmette landmark.

*It is not economically practical to preserve the Wilmette Landmark or contributing structure within a Wilmette Historic District without alteration or demolition.*

This standard is not applicable to this request.

*Any new construction shall be visually compatible with the historical/architectural character of the Wilmette Historic District.*

This standard is not applicable to this request.

**Other Window Replacement Requests on Local Landmarks**

<table>
<thead>
<tr>
<th>1040 Chestnut Avenue</th>
<th>Case 2020-HPC-05</th>
<th>HPC: Grant</th>
<th>VB: Granted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for replacement of 5 windows and 1 French door on a rear addition. The existing windows were not original to the home. Aluminum clad windows were proposed to replace the existing.</td>
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<table>
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<th>1040 Chestnut Avenue</th>
<th>Case 2017-HPC-01</th>
<th>HPC: Grant</th>
<th>VB: Granted</th>
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<tbody>
<tr>
<td>Request for replacement of 17 windows and 1 French door on the west and rear elevations. The age of the existing windows was unknown, but based on the original house plans, were likely added after the house was built. Aluminum clad windows were proposed to replace the existing.</td>
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</tbody>
</table>
Request for replacement of selective windows on all elevations. It was unclear if the existing windows were original to the home. The replacement material was presented as true wood to the Commission; however, the specifications included in the Commissioners’ packets indicated aluminum clad. It is assumed that the replacement material was aluminum clad.

**Action Required by the Commission**
The Historic Preservation Commission can make a recommendation to the Village Board to grant or deny a Certificate of Appropriateness for window replacements in the existing openings on the south (front), east, and west elevations on the local landmark provided they find the proposed scope of work meets the Secretary of Interior’s Standards for Rehabilitation and the standards set forth in the Wilmette Historic Preservation Ordinance.

**Required Action by the Board of Trustees:**
The Village Board can grant or deny a Certificate of Appropriateness for window replacements in the existing openings on the south (front), east, and west elevations on the local landmark provided they find the proposed scope of work meets the Secretary of Interior’s Standards for Rehabilitation and the standards set forth in the Wilmette Historic Preservation Ordinance.

**INDEX TO DOCUMENTS**

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<td>1.8</td>
<td>Window Specifications</td>
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| **Written Correspondence and Documentation** | |
| 2.0 | Application for Alteration to a Local Landmark |
| 2.1 | Petitioner’s Statement/Correspondence with staff |
| 2.2 | Posting Notice Affidavit dated February 8, 2022 |
| 2.3 | Ordinance Designating 810 Forest Avenue a Local Landmark |
| 2.4 | Historical and Architectural Survey for 810 Forest Avenue |
| 2.5 | Secretary of Interior Standards for Rehabilitation |
| 2.6 | September 13, 2021 Meeting Minutes |
3.0 TESTIMONY, COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons speaking on behalf of the applicant

3.11 Beau Davis, owner

3.2 Summary of presentations

3.21 Mr. Davis stated that he previously met with the Commission in September and was delayed coming back due to the holidays and time needed to compile information on storm windows. He brought two window samples, one with aluminum clad, and explained that the windows are inserts and no changes to the structure or openings are proposed. He said that 13 windows are in need of replacement. He said that although these windows were restored 6 years ago, they are still drafty and in some cases snow gets inside. He stated that he is proposing to replace the original wood windows with Marvin custom aluminum clad inserts because he wants his house to be warmer and more efficient.

He reiterated that the window sample sits inside of the window and won’t impact the window opening. The glass is double pane. He asked if the Commission could tell the difference between wood and aluminum clad by looking at the sample. Mr. Fogarty guessed that the sample appeared to be a clad window. Mr. Davis stated that it is difficult to tell the difference.

At the request of the Commission at the September meeting, Mr. Davis investigated installing storm windows, but stated that two window companies declined to provide information on storms. He acknowledged it is not in a window company’s best interest to encourage storms windows when they benefit more from selling new windows. This might be the reason he was unable to get the information. He stated that there was a delay in getting a quote from Larson windows. He admitted that he was unable to calculate the R and U factors of storm windows vs. new windows as the Commission had requested. He stated that only a rough calculation can be done because it is difficult to calculate the efficiency of his existing windows. He said that no one could provide the calculation. The proposed window is energy efficient. He noted that his bay windows have a curved structure and adhering and fastening storm windows would be challenging,

3.22 In response to a question from Commissioner Corbett, Mr. Davis said that the window sits inside frame and storm windows would be on the outside. He said that since the bay window is curved, a straight storm window would not be a tight seal.
3.23 In response to a question from Commissioner Fogarty, Mr. Davis said that in regard to the replacement windows, the interior material is wood, but the outside is aluminum clad. He reviewed the locking mechanism explaining that the lock pulls tight so there is no draft. He said that there will be lug detailing on the new windows to match the original window. He said it is essentially a replacement in kind.

3.24 In response to Commissioner Harmon, Mr. Davis confirmed that the lock will be new because of the new mechanism. The existing interior handles will be reinstalled on the inside of the new windows.

3.25 Chair Hutchinson stated that the Commission must consider the Secretary of Interior Standards for Rehabilitation and the standards outlined in Wilmette’s preservation ordinance. He noted that the proposed request does not appear to fully meet three of the Secretary of Interior standards and three of Wilmette’s standards. He asked Ms. McManus to review the standards and summarize how they are not met and if there are ways they could be met.

3.26 Ms. McManus said that Standard 2 is not fully met. The owner did complete some restoration work on the windows but did not consider adding storm windows. She said that both exterior and interior storm windows would prevent the removal of historic features. Storm windows are temporary so they would not impact the architectural integrity of the home. Either interior or exterior storm windows are acceptable and would meet the standard.

3.27 Ms. McManus said that Standard 5 is not fully met because the windows are original to the home, and most of the windows proposed for replacement are on the front façade and visible from the street. She said that this standard would be difficult to meet with new windows. The craftsmanship and materials found on the original windows could not be recreated with new windows. The quality of old growth wood would not be found in new windows. She reiterated that storm windows would not impact the craftsmanship or features of the original windows.

3.28 Chair Hutchinson pointed out that the new windows likely have a 20-30 year life span which is significantly less than the 100+ years the original windows have endured.

3.29 Ms. McManus stated that Standard 6 is generally met because the owner intends to match the original window in profile and design to the extent possible. However, the applicant has not demonstrated that replacement is
necessary as dictated in the standard. The Commission requested more information at the last meeting to assess if replacement is necessary.

3.30 In response to a question from Commissioner Daspit, Ms. McManus emphasized that the standard really speaks to deteriorated features and that not enough information has been presented to know if the windows are deteriorated or simply not as efficient as they could be.

3.31 Ms. McManus said that she reached out to the State Historic Preservation Office to get a general sense of the state’s position on aluminum clad windows on landmarked homes and how that type of request is reviewed at the state level. She summarized the comments of the state’s response noting that aluminum clad replacement windows do not meet the Secretary of Interior’s Standard for Rehabilitation. They also noted that energy efficiency alone is not a justification for replacement. In this situation, the state would guide owners to install storm windows. In the rare event that an owner can demonstrate that the windows are not salvageable or in a condition beyond repair, they may allow aluminum clad windows. Ms. McManus reminded the Commission that this information is presented to provide a broader perspective but that the Commission does not defer to the state and that they are a separate review body.

She also noted that other window replacement cases reviewed by the Commission in the past were outlined in the case report. She pointed out that the cases were not particularly similar in that the other requests were to replace non-original windows or windows on later additions.

3.32 Chair Hutchinson reviewed Wilmette’s standards for review and asked that staff summarize if the standards were met. Ms. McManus said that the first standard is generally met because although the original windows are an important feature, the significance of the Wischmeyer House is impaired but not completely lost. If the windows were to be replaced, the home would still remain a Wilmette landmark.

3.33 Ms. McManus stated that Standard 2 is not fully met because the removal of the original windows materially impairs the architectural integrity of the home.

3.34 Ms. McManus stated that Standard 3 is not met because the proposed material is not consistent with character or quality of materials of a Wilmette landmark. Original distinguishing features will be removed and replaced with materials not generally found on a Wilmette landmark.

3.35 In response to a question from Chair Hutchinson, Ms. McManus stated that there is a wide variety of storm windows, some marketed as high
efficiency. She said there are also storm windows specifically designed for historic homes.

3.36 In response to a question from Chair Hutchinson, Commissioner Daspit explained that the efficiency depends on the specific window and installation. The assembly of the storm window in relation to the wood window becomes efficient by creating a dead air pocket. He stated that if there is perceived cold, a storm window is the first barrier and most effective barrier to the outside elements. He said that creating the gap between the window and storm window will determine the U or R value. The efficiency rating will vary by application.

3.37 Chair Hutchinson reviewed the other requests for replacement windows and noted that prior approvals do not necessarily dictate the Commission’s decision but should be considered.

3.38 In response to a question from Commissioner Corbett, Ms. McManus agreed that the previous requests appeared to be replacements for non-original windows. She stated that she used the meeting minutes and information in the packets provided to the Commission to summarize the requests. In these cases, either the applicant or architect stated that the windows were not original based on original drawings or the material of the windows. The Commission recently reviewed a request in 2020 but the windows were on a rear addition and there was no removal of original windows.

3.39 In response to a question from Commissioner Fogarty, Mr. Davis said that the proposed windows are wood on the interior and aluminum clad on the outside. Ms. McManus clarified that the windows are wood clad in aluminum on the outside.

3.40 In response to a question from Commissioner Harmon, Mr. Davis said that aluminum was selected because it is lower maintenance.

3.41 Chair Hutchinson agreed that the vinyl and aluminum are low maintenance and lower in cost.

3.42 Mr. Davis said that he priced out wood, which is more expensive, but not prohibitively more. He prefers clad over wood for lower maintenance. Cost is not as much of a concern.

3.43 There were no additional questions from the Commission.

3.44 There were no comments from the public.
4.0 VIEWS EXPRESSED BY THE MEMBERS OF THE HISTORIC PRESERVATION COMMISSION

4.1 Commissioner Daspit stated that he found reviewing the standards to be helpful and noted that removing the original materials appears to be the breaking point between meeting the standards and not.

4.2 In response to Commissioner Daspit’s comment, Ms. McManus stated it is difficult to meet the standards with replacement windows unless it has been demonstrated that the windows are unsalvageable or damaged beyond repair. She said that it is the Commission’s responsibility to consider the standards and weigh the standards against what information is presented by the applicant.

4.3 Mr. Davis stated that he spent the money to restore the windows and they are still not energy efficient. He wants modern windows that are up to today’s standards.

4.4 Chair Hutchinson said that storm windows would solve the concern of energy efficiency. He stated that an operable storm window could be installed that would not need to be taken up and down each season.

4.5 Mr. Davis said that there are a variety of materials of storm windows and that he doesn’t know what the storm windows would have historically looked like. He has three young children and has concerns that the kids would drop the windows.

4.6 Chair Hutchinson asked Mr. Davis what he meant by dropping the windows. Chair Hutchinson explained that storm windows slide up and down and have screens just like typical windows. He said that storm windows, if installed correctly, are not a danger to children.

4.7 Commissioner Harmon agreed that she has similar storm windows, and they are very easy to use and help with energy efficiency. She noted that the only drawback is that visually the window expanse is broken up with a screen.

4.8 In response to a question from Commissioner Fogarty, Ms. McManus stated that examples of deterioration might be wood rot or other physical damage, but that is appears based on the information provided by the owner, the windows are not deteriorated. Mr. Davis confirmed that there is no deterioration; the windows simply are not efficient, and he does not want storm windows.

5.0 DECISION

5.1 Commissioner Fogarty moved to recommend granting a Certificate of Appropriateness for window replacements in the existing openings on south (front), east, and west elevations in accordance with the plans submitted.
5.2 Commissioner Harmon seconded the motion, and the vote was as follows:

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>Vote</th>
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<tr>
<td>Chair Hutchinson</td>
<td>No</td>
</tr>
<tr>
<td>Commissioner Furniss</td>
<td>Absent</td>
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<tr>
<td>Commissioner Harmon</td>
<td>Yes</td>
</tr>
<tr>
<td>Commissioner Corbett</td>
<td>Yes</td>
</tr>
<tr>
<td>Commissioner Daspit</td>
<td>No</td>
</tr>
<tr>
<td>Commissioner Parikh</td>
<td>Absent</td>
</tr>
<tr>
<td>Commissioner Fogarty</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Motion carried.
We hereby certify that the buildings on lot shown are within property lines and that the adjoining improvements do not encroach on said premises.

This survey has been made for use in connection with a mortgage loan transaction and is not to be used for any other purpose.
1. Marvin Historical Series Replication Proposed for Replacement Double Hung Window

EAST ELEVATION (WEST SIM. OPP. SIDE)
The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

**Line Item Quotes / Keyed to ASW Design Plans / Elevation.**

**Line #1**

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**MARVIN**

As Viewed From The Exterior

- FS 31.5/8" X 65 5/8"
- IG 32" X 65 5/8"

**Egress Information**

- Width: 27 15/16" Height: 27 3/4"
- Net Clear Opening: 5.39 Sq Ft

**Stone White Clad Exterior**

**Primed Pine Interior**

**Ultimate Double Hung Insert G2**

**Inside Opening 32" X 65 5/8"**

**0° Degree Frame Bevel**

**Top Sash**

**Stone White Clad Sash Exterior**

**Primed Pine Sash Interior**

**IG - 1 Lite**

**Low E2 w/Argon**

**Stainless Perimeter Bar**

**Ogee Interior Glazing Profile**

**Bottom Sash**

**Stone White Clad Sash Exterior**

**Primed Pine Sash Interior**

**IG - 1 Lite**

**Low E2 w/Argon**

**Stainless Perimeter Bar**

**Ogee Interior Glazing Profile**

**Additional Charges, Tax or Terms and Conditions may apply. Detail pricing is per unit.**

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**Line #2**

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</table>

**MARVIN**

As Viewed From The Exterior

- FS 47 5/8" X 65 5/8"
- IG 48" X 65 7/8"

**Egress Information**

- Width: 43 15/16" Height: 27 3/4"
- Net Clear Opening: 8.47 Sq Ft

**Stone White Clad Exterior**

**Primed Pine Interior**

**Ultimate Double Hung Insert G2**

**Inside Opening 48" X 65 7/8"**

**0° Degree Frame Bevel**

**Top Sash**

**Stone White Clad Sash Exterior**

**Primed Pine Sash Interior**

**IG - 1 Lite**

**Low E2 w/Argon**

**Stainless Perimeter Bar**

**Ogee Interior Glazing Profile**

**Bottom Sash**

**Stone White Clad Sash Exterior**

**Primed Pine Sash Interior**

**IG - 1 Lite**

**Low E2 w/Argon**

**Stainless Perimeter Bar**

**Ogee Interior Glazing Profile**

**White Interior Weather Strip Package**

**White Exterior Weather Strip Package**

**Oil Rubbed Bronze Sash Lock**

**Oil Rubbed Bronze Top Sash Strike Plate Assembly Color**

**Aluminum Screen**

**Stone White Surround**

**Charcoal Fiberglass Mesh**

***Screen/Combo Ship Loose***

***Note: Unit Availability and Price is Subject to Change***

**Stone White Clad Exterior**

**Primed Pine Interior**

**Ultimate Double Hung Insert G2**

**Inside Opening 32" X 65 5/8"**

**0° Degree Frame Bevel**

**Top Sash**

**Stone White Clad Sash Exterior**

**Primed Pine Sash Interior**

**IG - 1 Lite**

**Low E2 w/Argon**

**Stainless Perimeter Bar**

**Ogee Interior Glazing Profile**

**Bottom Sash**

**Stone White Clad Sash Exterior**

**Primed Pine Sash Interior**

**IG - 1 Lite**

**Low E2 w/Argon**

**Stainless Perimeter Bar**

**Ogee Interior Glazing Profile**

**Oil Rubbed Bronze Sash Lock**

**Oil Rubbed Bronze Top Sash Strike Plate Assembly Color**

**Aluminum Screen**

**Stone White Surround**

**Charcoal Fiberglass Mesh**

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**Screen/Combo Ship Loose**

3 1/4" Jamb

***Note: Unit Availability and Price is Subject to Change***

**Cobblestone Remodeling**
810 Forest, Wilmette

Quote Number: VTWPVRU

**Line #3**

**Mark Unit: 2ND FL BEDROOMS**

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**Marvin**

As Viewed From The Exterior

**FS 43.5/8" X 61 1/2"**

**IO 44" X 61 3/4"**

Egress Information

Width: 39 15/16" Height: 25 11/16" Net Clear Opening: 7.13 SqFt

**Stone White Clad Exterior**

**Primed Pine Interior**

**Ultimate Double Hung Insert G2**

**Inside Opening 44" X 61 3/4"**

**0° Degree Frame Bevel**

**Top Sash**

Stone White Clad Sash Exterior

Primed Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

**Bottom Sash**

Stone White Clad Sash Exterior

Primed Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

White Interior Weather Strip Package

White Exterior Weather Strip Package

White Sash Lock

White Top Sash Strike Plate Assembly Color

Aluminum Screen

Stone White Surround

Charcoal Fiberglass Mesh

***Screen/Combo Ship Loose***

3 1/4" Jamb

***Note: Unit Availability and Price is Subject to Change***

**Line #4**

**Mark Unit: 2ND FL FRONT BATH**

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**Marvin**

As Viewed From The Exterior

**FS 19 5/8" X 37 5/8"**

**IO 20" X 37 7/8"**

Egress Information

Width: 10 1/32" Height: 32 33/64" Net Clear Opening: 2.26 SqFt

**Stone White Clad Exterior**

**Primed Pine Interior**

**Ultimate Casement Narrow Frame - Left Hand**

**Inside Opening 20" X 37 7/8"**

**0 Degree Frame Bevel**

**Top Sash**

Stone White Clad Sash Exterior

Primed Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Standard Bottom Rail

White Weather Strip

White Folding Handle

White Multi-Point Lock

Aluminum Screen

White Surround

Charcoal Fiberglass Mesh

***Screen/Combo Ship Loose***

2 3/8" Jamb

No Installation Method

***Note: The overall frame depth will be 1 1/16" larger than the jamb size shown above. For example, a 3 1/4" overall frame depth will have a 2 3/16" jamb.***

***Note: Rotating wash mode hardware not available on UCA, UCANF, UCA PO, and UCANF PO units with frame width less than 20"***

***Note: Unit Availability and Price is Subject to Change***

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### COBBLESTONE REMODELING
810 FOREST, WILMETTE
Quote Number: VTWPVRI

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**MARVIN**

As Viewed From The Exterior
- FS 29 5/8" X 49 5/8"
- IO 30" X 49 7/8"

Express Information
- Width: 25 15/32" Height: 39 3/4" 
- Net Clear Opening: 3.56 SqFt

Stone White Clad Exterior
Primed Pine Interior
Ultimate Double Hung Insert G2
Inside Opening 30" X 49 7/8"
0° Degree Frame Bevel
Top Sash
Stone White Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Stainless Perimeter Bar
Ogee Interior Glazing Profile

Bottom Sash
Stone White Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Stainless Perimeter Bar
Ogee Interior Glazing Profile

White Interior Weather Strip Package
White Exterior Weather Strip Package
White Sash Lock
White Top Sash Strike Plate Assembly Color
2 Per Unit White Sash Lift
Aluminum Screen
Stone White Surround
Charcoal Fiberglass Mesh
***Screen/Combi Ship Loose
3 1/8" Jambs

***Note: Unit Availability and Price is Subject to Change

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**Marvin Parts**

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Project Subtotal Net Price: USD
7.000% Sales Tax: USD
Project Total Net Price: USD

OMS Ver. 0003.07.00 (Current)  Processed on: 2/24/2021 8:39:53 AM  Page 5 of 6
SOUTH ELEVATION (W/KEYED WINDOW)
810 FOREST AVE.
WILMETTE, IL.
Historic Detailing Examples

The Marvin® Ultimate Insert Double Hung is a frame-in-frame application, designed to seamlessly fit an opening when full-frame replacement is not the optimal solution.
### Clad Example

### ULTIMATE DOUBLEHung NEXT GENERATION

**DESIGN**
- Bold windows offer beauty and warmth with an extended visual space and a direct, fresh panorama. 
- New craftsmanship provides a sleek aesthetic to maximize daylight entry while managing interior thermal efficiency.
- Design flexibility with an array of reciprocal double-hung patterns, interior and exterior color systems, ten hardware finishes and a variety of decorative coves.
- Special attention is paid where the weather is extreme. 
- Superior energy efficiency (with the industry’s highest level of certification), ENERGY STAR®, solid aluminum and fiberglass (10-year warranty against cracking and fading).
- Vantage view up to 75 feet under 15 feet high.

**PERFORMANCE**
- Double energy efficiency (ENERGY STAR®) enhances in energy efficiency with superior glass options for new construction, renovation and weatherproofing.
- The multiple options enable smooth operation even at the largest size.
- The door panel shutters shift and reduce the wind’s erratic directional energy.
- Traditional 3-1/2 degree bend provides optimal water management, while maintaining a classic look.

**CERTIFIED MULLS**

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<th>PAUL HOELENS</th>
<th>ALUMINUM</th>
<th>FULL MATERIALS</th>
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<td>High 2071 North</td>
<td>CLASH 1000 grams C2071</td>
<td>2071.7 (499 new)</td>
<td>596.7 (848 new)</td>
<td>CLASH 1000 grams C2071</td>
</tr>
<tr>
<td>1960s, Essence high</td>
<td>2071.7 (499 new)</td>
<td>596.7 (848 new)</td>
<td>596.7 (848 new)</td>
<td>CLASH 1000 grams C2071</td>
</tr>
<tr>
<td>Multiplex, Multiplies high 1960</td>
<td>2071.7 (499 new)</td>
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<td>596.7 (848 new)</td>
<td>CLASH 1000 grams C2071</td>
</tr>
<tr>
<td>Multiplex, Multiplies high 1960 and 1970</td>
<td>2071.7 (499 new)</td>
<td>596.7 (848 new)</td>
<td>596.7 (848 new)</td>
<td>CLASH 1000 grams C2071</td>
</tr>
</tbody>
</table>

*Note: the entire assembly will have the lowest design pressure of any unit or wall in the assembly.*
Historic Detailing for 810 Forest

INTERIOR & EXTERIOR SASH LUG

Replication sometimes requires exterior or interior lugs. Exterior sash lugs are applied by ‘slide on’ attachment method, while interior sash lugs are available as part of the stile or can be clip on. Factory applied, or field application kits are available.
Architectural Drawings
MARVIN®

Section Details: Operating

Scale: 3" = 1' 0"

14 Degree Bevel Sill Option
Installed in existing frame

8 Degree Bevel Sill Option
Installed in existing frame

0 Degree Bevel Sill Option
Installed in existing frame

Jamb
Installed in existing frame

Ver 2019.3 2019-06-24
UDHIN G2-12
1997255
Marvin Architectural Detail Manual
VILLAGE OF WILMETTE
LOCALLY DESIGNATED HISTORIC LANDMARKS
Application for Additions or Alterations

Property Address ____________________________ 810 Forest Ave Wilmette, IL 60091

Historic Name of Property ____________________ Wischmeyer House

Common Name ________________________________

Property Owner

Name _______________________________________

Address _____________________________________

Phone Number ________________________________ 847.721.3822 312.505.0470

(home) (work)

Architect

Name _______________________________________

Address _____________________________________

Phone Number ________________________________ (work)

Developer/Contractor

Name ________________________________ Cobblestone Remodeling Inc

Address _____________________________________

Phone Number ________________________________ 773.681.0606

(work)

Please identify all applications (building permit, zoning variations, etc.) pending before the Village of Wilmette.

NA
Please discuss how the proposed additions or alterations comply with the Secretary of the Interior's Guidelines for Rehabilitation (where applicable).

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Provide the following information to the Commission:

☐ Detailed plans of the alterations or additions drawn to scale. Please include elevations.
☐ Sample board of all materials to be used including paint chips for any proposed color changes and shingle samples.
☐ Product literature and specifications of new fixtures including doors and windows.

Please be prepared to discuss the following topics:

☐ Proposed Additions: materials, size, color, scale
☐ Alterations: if elements are to be removed, indicate product substitution.
☐ Do plans include the restoration of missing historic elements?
☐ If the existing structure or elements are to be cleaned, indicate the method and product.
☐ If repainting, indicate method, material, and intention to match original color and texture.
☐ Discuss treatment of fenestration: doors, entranceways, windows, porches.
Hello Kate and Happy New Year!

Below are the updates based on our September meeting with the board. Due to a substantial amount of research and fact finding, this update took longer than anticipated. Below please see all requested information.

**Storm Windows**

As a follow up to our last meeting, and after careful consideration and research into exploring the options available for mitigating the deterioration of the existing windows - which are almost 100 years old and have rendered parts of our home on the south side virtually unbearable during cold weather - we respectfully present the following.

The storm window option (not acceptable):

1. The whole purpose of this architectural review process is to ensure, as much as possible, the continuation of the architectural integrity of the windows on and around the front of the subject residence. Inasmuch as there are no templates or drawings available to further the design and construction of the original storm windows, and current storm windows available in the market are totally nonrepresentative of our home’s original period or style, the use of storm windows for this project is not a viable option.

2. In addition to the above, and to clarify an earlier discussion with this committee, the use of storm windows in this application would, at best, result in an R (U) value of about 40% of the R/U value of the new Marvin windows under consideration.

   1. (R= 1+1 (addition of single pane)=2 for current windows vs. Marvin U factor =.2: R=1/u or 1/.2 =5. The storm window option vs. the new Marvin window is 2/5, or 40% as energy efficient.
Clad Vs. Wood

You requested we acquire quotes for both the Marvin clad vs. their wood window products, and we have received those quotes. While wood is about $400 more than clad, our mutual concern is maintaining the architectural integrity of our home. As we have researched, not only are the new Marvin windows virtually indistinguishable from the existing windows, the clad option is identical to the wood option in terms of appearance - meaning we will not jeopardize the look and feel of our historic home from the street. Therefore we would like to move forward with the clad given there is a significant maintenance benefit in clad vs. wood.

Attached are following supportive documents within the word document:

- Color brochure for Marvin Clad
  - Our proposed color is "Stone White" - the same as the existing color of the original windows
- Examples of Marvin clad being used in historic buildings
- Images of Clad windows
- Architectural drawings of Marvin clad vs. Marvin wood replacement windows

We are looking forward to meeting with the board again, pending their schedule, so we can move ahead with our project in the Spring of 2022. The recent cold streak we had in Wilmette has confirmed we cannot live through another winter with our existing windows and hope the board will expedite the approval of replacing our existing windows with historically matching, more energy-efficient, clad Marvin windows. Time is of the essence for us to lock in pricing with Marvin, as our quote has already gone up over $8,000 for the same scope, since we received the original bid last February.

Many Thanks!

Beau
McManus, Kate

From: Beau Davis <beautresslerdavis@gmail.com>
Sent: Thursday, February 17, 2022 12:27 PM
To: McManus, Kate
Cc: lizzie@mpechicago.com
Subject: Re: 810 Forest Wischmeyer Home - Window Update

Kate-

Apologies for my delay...I’ve been waiting and waiting on quotes from storm windows and sadly they seem to be hard to get. In preparation for our meeting next week, here is our outline for the board.

Precedent: The May 3, 2017, Historic Preservation Commission minutes detail 1040 Chestnut (Schager House) as a historical home with the same challenges we face of old/leaky windows. The Schager house's owners/architect proposed to replace their 17 windows with the exact same Marvin windows we are proposing (custom clad double hung Inserts), which fit into the existing frame of the window without disrupting existing trim or brick. The windows were viewable from the street (just like our house) and the commission granted them permission to replace the old windows with new Marvin clad windows as the replacement was in-kind with the existing windows.

Availability of Windows: I have contacted 4 separate locations in trying to secure storm windows, 2 of which were provided in the link you supplied back in January.

1. My existing vendor declined to provide a quote as they don't do them/work with providers and said Marvin's quotes are typically custom and fairly expensive for storms
2. Ashland Millworks (Local) - has had a hard time nailing down suppliers for a quote and I have been waiting for over 5 weeks for a response. I have followed up and he has told me "I am still chasing suppliers"
3. QuantaPanel (a company in one of your links) is reviewing my plans but has yet to provide a quote
4. Larson (another company in your link) quote is supposedly coming soon from Lowes (their distributor), but it's been a few weeks since I met with them.

All this is to say - supply chain issues seem to be a challenge here and/or general window companies do not want to bid on storms. Note: In a few of my conversations they said lead times for custom storms will be 16 + weeks once the final order is approved.

The Efficiency of Storms: You mentioned we'd be able to remove the storms for the summer to keep the integrity intact - however, the existing windows are so leaky, we would continue to cool the outside with our AC during the summer (which we are currently doing). If we leave the storms up year-round, we lose the architectural integrity of the windows and if we take them down during the summer we have cooling loss as
well as no way to bring in fresh air without bugs. I believe installing screens would also violate the architectural integrity of the windows?

**R/U Factor.** We have asked several folks to help calculate the R Factor of our windows with storms + original vs. new window. They have all said this is impossible to do b/c we can't calculate a true R-Value of the old windows. However, assuming most storm windows have 1 pane (ours would) we can use an R factor of 1 ([https://homesteady.com/differences-single-double-pane-glass-8600425.html](https://homesteady.com/differences-single-double-pane-glass-8600425.html)). If we use the other single pane of glass from our original window that is how we calculated an R factor of 2.

The equivalent R factor on the Marvin windows can be calculated as 1/U factor and, since Marvin windows have U factor of .27-.30, ([https://www3.marvin.com/technical-specifications-product?id=15&document=1&drawing=0](https://www3.marvin.com/technical-specifications-product?id=15&document=1&drawing=0)) (We are using Low E2 - Argon.) This would equal an R factor for the new Marvin windows of 3.3 to 3.7 - nearly double the R Factors of Storm + Old window.

Thanks for your patience...I'm sorry I don't have formal quotes for storms yet. I will be bringing samples of the proposed windows for you next week as well - so the board can see the look/feel of our proposed replacements.

Looking forward to seeing you next week.

Beau
Community Development Department

Affidavit of Notice Posted

This certifies that on this date, I, Kateri Manus, have posted public notice on the property located at 810 Forest, for the following case: 2021-HPC-03.

Kateri Manus
Affiant Signature

Date: 2-8-22
ORDINANCE NO. 2003-O-28

AN ORDINANCE DESIGNATING 810 FOREST AVENUE AND THE WISCHMEYER HOUSE AS A WILMETTE LANDMARK IN THE VILLAGE OF WILMETTE

WHEREAS, the Village President and Board of Trustees of the Village of Wilmette, Cook County, Illinois, find that Robert Cleland and Jean Cleland, owners of certain real property legally described as:

Lots 15 & 16 in Block 1 in L. Greenleaf's Resubdivision of Block 29, 30, 31, 32, 33 & 34 in Village of Wilmette in Cook County, Illinois;

and commonly known as 810 Forest Avenue, Wilmette Cook County, Illinois, said property being improved with an existing detached dwelling commonly known as the “Wischmeyer House,” have requested that the Village of Wilmette designate said property as a Wilmette Landmark pursuant to Section 2-16.13, et seq., of the Wilmette Village Code; and,

WHEREAS, the Village President and Board of Trustees further find that the Historic Preservation Commission of the Village of Wilmette conducted a public hearing concerning said nomination for Wilmette Landmark status on or about April 2, 2003, as required by said Section 2-16.13, et seq., of the Wilmette Village Code, and thereafter submitted a report and recommendation to the Village President and Board of Trustees recommending said property for Wilmette Landmark Status pursuant to Section 2-16.13, et seq., of the Wilmette Village Code; and,

WHEREAS, the Village President and Board of Trustees further find that the Wischmeyer House and the above-described real property meet the criteria for designation as a Wilmette Landmark, and should be designated as same by Ordinance;
NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF

TRUSTEES of the Village of Wilmette, Cook County, Illinois:

SECTION 1: The foregoing recitals, and each of them, are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The real property legally described as:

Lots 15 & 16 in Block 1 in L. Greenleaf's Resubdivision of Block 29, 30, 31, 32, 33 & 34 in Village of Wilmette in Cook County, Illinois;

and commonly known as 810 Forest Avenue, Wilmette Cook County, Illinois, and the improvement to same, that being the detached dwelling commonly known as the "Wischmeyer House," are hereby designated by the Village of Wilmette as a Wilmette Landmark pursuant to Section 2-16.13, et seq., of the Wilmette Village Code, and said property and improvements shall hereafter be subject to such applicable rules regarding alteration or demolition as provided in Section 2-16.13, et seq., of the Wilmette Village Code, both now and as may be hereafter amended.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 13th day of May, 2003

AYE: 6

NAY: 0

Clerk of the Village of Wilmette, IL
APPROVED by the President of the Village of Wilmette, Illinois, this 13th day of May, 2003.

[Signature]
President of the Village of Wilmette, Il.

ATTEST:

[Signature]
Clerk of the Village of Wilmette, Il.
**VILLAGE OF WILMETTE**

**HISTORICAL AND ARCHITECTURAL SURVEY**

**HISTORIC SITES SURVEY EAST WILMETTE**

**ADDRESS** 810 Forest Avenue

**FILM ROLL NO.** 14 **FRAME NO.** 31

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### GENERAL INFORMATION

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### SIGNIFICANCE

**LOCAL SIGNIFICANCE RATING**

- x Significant
- D Contributing
- D Non-Contributing

**CANDIDATE FOR LOCAL LANDMARK STATUS**

- x Yes
- D No

**POTENTIAL NATIONAL REGISTER**

- D Yes
- x No

**CRITERIA**

**COMMENTS ON POTENTIAL DESIGNATION**

---

2.4
**ARCHITECTURAL INFORMATION**

**ADDRESS**
910 Forest Avenue

**ARCHITECTURAL STYLE**
Colonial Revival

**ARCHITECT**

**BUILDER**

**DATE(S) OF CONSTRUCTION**
1900 to 1910

**Source**
Field observation

**MATERIALS DESCRIPTION**

- **Foundation**
  Undetermined

- **Exterior Walls**
  Brick

- **Window Type(s)**
  Double_hung

- **Door Type(s)**
  Full lite glass with sidelites

- **Roof**
  Asphalt shingles

**FEATURES**
Hip roof, dormer with decorative parapet of brick and cut stone, brackets at overhangs, cut stone headers over second floor windows, brick quoins at corners, rounded bay at first floor, flat roof over open wrap-around porch with round classical columns.

**ALTERATIONS/INTEGRITY**
No major alterations apparent.

**ARCHITECTURAL/HISTORICAL INFORMATION**
Colonial Revival style popular from 1880 to 1955.

**EXTERIOR CONDITION**

- **Good**
- **Fair**
- **Deteriorated**

**COMMENTS**
This house is an excellent example of the Colonial Revival Style applied to the American Foursquare form and has a high level of integrity.

**REFERENCES**

Wilmette Historical Museum; WILMETTE: A HISTORY; A FIELD GUIDE TO AMERICAN HOUSES

**SURVEY TEAM**
Michael A. Dixon, AIA
Mark D. VanKerkhoff, AIA

**DATE**
12-93
The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
VILLAGE OF WILMETTE
1200 Wilmette Avenue
WILMETTE, ILLINOIS 60091-0040

HISTORIC PRESERVATION COMMISSION
MONDAY, SEPTEMBER 13, 2021
6:00 P.M.
TRAINING ROOM – SECOND FLOOR OF WILMETTE VILLAGE HALL
1200 WILMETTE AVENUE, WILMETTE, ILLINOIS 60091

Members Present:  Charles Hutchinson
                  Carmen Corbett
                  Rick Daspit
                  Bob Furniss
                  Bob Fogarty

Members Absent:   Christine Harmon
                  Tanvi Parikh

Staff Present:    Kate McManus, Planner III

Guests:           Beau Davis, owner of 810 Forest Avenue
                  Dan Ephraim

I.   Call to Order
Chair Hutchinson called the meeting to order at 6:03 p.m.

II.  Approval of Minutes
Commissioner Furniss moved to approve the minutes from the meeting of June 28, 2021
and Commissioner Corbett seconded the motion. The minutes were approved as submitted.

III. Consideration of a request for a Certificate of Appropriateness for window
replacements on the local landmark at 810 Forest Avenue (Wischmeyer House). Case
#2021-HPC-03.
Mr. Davis introduced himself as the owner of the home and explained that he purchased
the house six years ago. At that time, the home was rehabbed, and an addition was
constructed off the back. He noted the front windows were preserved, sanded down and
restored but they are still very drafty. He stated that in his opinion, they are not efficient or
safe and he would like to replace the windows by spring 2022.

Chair Hutchinson noted that he has similar single pane windows on his own home.
In response to a question from Commissioner Daspit, Mr. Davis stated that the proposed windows have similar rails as the originals and that he is proposing Marvin’s historical, premium line to match the existing measurements. He stated that the color and notch detailing will match the originals and the openings will stay the same.

In response to a question from Commissioner Daspit, Mr. Davis agreed to consider using a double hung window on the center upper story window rather than a casement window, as proposed. He explained that Marvin recommended a casement because the window is small. He stated that a total of 13 windows are proposed to be replaced and are primarily on the front façade.

In response to a question from Chair Hutchinson, Mr. Davis stated that copper flashing was added which helped somewhat with insulation. He also added insulating tape to prevent the drafts. He acknowledged that he had not considered adding storm windows and stated that he prefers replacement, updated windows. He stated that storm windows must be taken down each year. Chair Hutchinson noted that storm windows would make a significant difference in efficiency and may be the simplest and obvious solution to the problem.

Ms. McManus stated that storm windows and insulating shades are recommended as best practice for historic homes with original windows. She stated that the Commission has previously approved aluminum clad windows on a rear addition to a local landmark, but not as replacements to original windows or on the front façade of a local landmark. She stated that if the replacement windows are approved, she recommends that the original windows be stored so that they could be reinstalled by a future owner.

In response to a question from Chair Hutchinson, Mr. Davis said that he has more faith in modern materials and the efficiency rating of new windows is higher. He confirmed that the original windows are wood, but that he would prefer aluminum as the replacement material due to the weather. Chair Hutchinson noted that painting wood windows protects them from the elements and that wood windows are a more appropriate material. Aluminum windows are of a lower quality material. Mr. Davis stated that he is open to looking at new wood windows.

Mr. Ephraim stated that he has Marvin windows on his non-historic lakefront home and that Marvin did not suggest he use wood.

Chair Hutchinson stated that aluminum replacement windows are not compatible with a local landmark and encouraged the owner to consider storm windows, especially if cost is a concern.

In response to a question from Mr. Ephraim, Chair Hutchinson stated that storm windows are cost efficient, removable and retain the character of the home.

Ms. McManus added that storm windows were used historically.
Chair Hutchinson reminded that Commission that they are a recommending body, and that the ultimate decision will be made by the Village Board.

In response to a question from Commissioner Daspit, Mr. Davis said he isn’t aware if there were storm windows on the home and doesn’t think they are in storage.

Mr. Ephraim said that, in his opinion, screens on windows do not look nice and storm windows are difficult to take down.

Hearing no further comments, Chair Hutchinson asked for a motion. Commissioner Fogarty made a motion to approve the replacement of 13 windows with the condition that the original woods windows be stored by the owner. Commissioner Corbett seconded the motion, the motion failed with a vote of 2 to 3 with Chair Hutchinson, Commissioner Daspit and Commissioner Furniss voting no.

In response to a question from Commissioner Corbett, Mr. Davis stated that he did not consider or price out wood windows but said that he is open to looking into it.

Mr. Ephraim asked the Commission for consideration because no one will notice the difference between wood and aluminum.

Commissioner Daspit suggested that the applicant gather more information on price points for wood vs. aluminum and efficiency ratings for storm windows.

In response to a question from Mr. Ephraim, Ms. McManus stated that a future meeting will be scheduled as soon as the applicant submits the requested information and revised plans. She stated that there is a 15-day notice period.

Commissioner Furniss made a motion to continue consideration of the petition with direction to the petitioner to provide alternatives to replacement with aluminum including pricing out storm windows and wood windows and information on the R-value of storm windows. He also asked that the revised plans show a double hung window rather than a casement on the second floor. Commissioner Daspit seconded the motion. The motion passed with a vote of 4 to 1 with Commissioner Fogarty voting no.

IV. Village Seal Subcommittee Update
Ms. McManus said that Commissioner Furniss and Commissioner Parikh are part of the subcommittee to work on the re-design of the Village seal. The subcommittee met a few weeks ago with the Wilmette Historical Museum director and curator. Commissioner Furniss provided a summary of the meeting discussion to the Commission stating that the subcommittee initially looked at other seal examples online and discussed the different styles. He stated that many examples either combined a number of elements or had a more modern approach with simple designs with one concept. He stated that the Museum has a volunteer who has offered her graphic design services to develop some mockups for the subcommittee. He stated that the group will meet again to review the concepts. He added
that in some examples, busier designs lose their impact and the subcommittee found that simpler designs were more appealing. He added that the graphic designer is a resident of Wilmette.

Ms. McManus stated that the designer is generous to volunteer her time and the mockups will be helpful in visualizing the concepts. Commissioner Furniss noted that many seals are offensive or insensitive and that it was an interesting process to do some research on the subject. Chair Hutchison encouraged the commissioners to go online and look at the history and ideas behind different designs.

In response to a question from Commissioner Fogarty, Commissioner Furniss stated that the subcommittee explored other North Shore communities’ seals.

Ms. McManus stated that it is her understanding that the seal will be seen on official Village documents, and that the logo will be more prominent and used more commonly.

Commissioner Corbett stated that she appreciates the simpler seal designs.

Ms. McManus stated that the subcommittee will likely meet again in October.

V. Public Comment
There were no comments from the public.

Commissioner Fogarty requested that staff provide the Commission with the survey results collected by Teska and Associates regarding the Comprehensive Plan. Ms. McManus said she would email the survey results to the Commission.

VI. Adjournment
Commissioner Daspit moved to adjourn the meeting. Commissioner Furniss seconded the motion. Voting yes: Mr. Daspit, Mr. Fogarty, Mr. Furniss, Ms. Corbett, and Chair Hutchinson. Voting no: None. The meeting was adjourned at 6:45 p.m.

Respectfully Submitted,
Kate McManus
REQUEST FOR BOARD ACTION

Zoning Board of Appeals

SUBJECT: 3232 Lake Avenue (Edens Plaza)- Wayfair

MEETING DATE: March 8, 2022

FROM: Michael Braiman, Village Manager
John Adler, Community Development Director

BUDGET IMPACT: None

Recommended Motion

Move to adopt Ordinance #2022-O-19, Appearance Review Commission Report, Case #2022-AR-05, 3232 Lake Avenue, regarding a request for a variation to install more than one wall sign per exterior wall, a wall sign coverage variation, and a variation to install a sign on a canopy in accordance with the plans submitted; Zoning Board of Appeals Report, Case #2022-Z-13, 3232 Lake Avenue, regarding a request for a 3,000 square foot floor area variation and a 5.0’ height variation to permit the installation of new building overhangs, building cladding and a clerestory to facilitate a new retail occupant in accordance with the plans submitted.

Background

The Zoning Board of Appeals (ZBA) held a public hearing on February 2, 2022 to consider a variation request for Wayfair to occupy the former Carson Pirie Scott department store at Edens Plaza. The request was for a 3,000 square foot floor area variation and a 5.0’ height variation to permit the installation of new building overhangs, building cladding, and a clerestory. The ZBA unanimously recommended approval of the requested variations.

The Appearance Review Commission held a public hearing on February 23, 2022 to consider sign variations for Wayfair which include the installation of more than one wall sign per exterior wall, a variation to install a sign on a canopy, and a wall sign coverage variation. The ARC unanimously recommended approval of the proposed variations.

On February 23, 2022 the ARC also voted unanimously to issue a Certificate of Appearance for exterior façade improvements at the Wayfair location. This vote by the ARC is final and no action is required of the Village Board.

The proposed variations in this agenda item are the final land use entitlements necessary to facilitate the opening of Wayfair at Edens Plaza.
Discussion

Village Staff and the applicant have agreed to the following conditions which are included in proposed Ordinance #2022-O-21:

- Traffic studies to be conducted prior and subsequent to the opening of Wayfair; the applicant will construct up to $250,000 of internal traffic flow improvements as mutually agreed upon by the parties
- The applicant will provide traffic control personnel, as necessary and in consultation with the Police Chief, for the first three months of Wayfair’s opening
- Should Wayfair cease operations, the applicant will, within 18 months, remove any related Wayfair signage and repaint the purple façade in a manner consistent with the rest of Edens Plaza
- Prior to issuance of the Certificate of Occupancy for Wayfair, the applicant will paint or otherwise improve the remainder of Edens Plaza as approved by the Appearance Review Commission; should this work not be completed six months after Wayfair’s opening the applicant shall forfeit $250,000 to the Village but shall still be required to complete the improvements

Budget Impact

The proposed variations and recommended conditions do not have a budget impact.

Documents Attached

1. Ordinance #2022-O-19
3. Zoning Board of Appeals Report, Case #2022-Z-13
ORDINANCE NO. 2022-O-19

AN ORDINANCE AUTHORIZING VARIATIONS AND SIGN VARIATIONS PURSUANT TO THE WILMETTE ZONING ORDINANCE
(3200-3232 Lake Avenue)

WHEREAS, Edens Plaza, located in the Village of Wilmette at 3200-3232 Lake Avenue, Wilmette, Cook County, Illinois (“Edens Plaza property” as defined below) is a retail shopping center comprised of multiple buildings and parking lots; and

WHEREAS, the contract purchasers of the Edens Plaza property, Edens Plaza SC Owner LLC and Edens Plaza BB Owner LLC (“Applicants”) desire, upon purchase of Edens Plaza, to provide, among other improvements, for the remodeling of one of the buildings (described below) in order to have a tenant, Wayfair, operate a retail store (“Wayfair Store”) at that location; and

WHEREAS, in connection with the remodeling of the Wayfair Store, the Applicants have requested variations from Section 11.3 and Appendix B.2.A of the Village of Wilmette Zoning Ordinance. Specifically, Applicants request an approximately 3,000 square foot floor area variation for the Edens Plaza property and a 5-foot height variation for the Wayfair Store (“Requested Zoning Variations”) to permit the installation of new building overhangs, building cladding and a clerestory and sign variations for the Wayfair Store (“Requested Sign Variations”) to install more than one wall sign per exterior wall, to install a sign on a canopy, and exceed allowable wall sign coverage upon the Wayfair Store parcel of the Edens Plaza property, commonly known as 3200-3232 Lake Avenue, Wilmette, Cook County, Illinois, and legally described as:

TRACT 1 (Eden’s Plaza):

PARCEL 1:

THAT PART OF LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF Recorder SEPTEMBER 20, 1967 AS DOCUMENT 20265607, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED AZIMUTH OF 129 DEGREES 36 MINUTES 27 SECONDS ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 585.84 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE ON AN AZIMUTH OF 153 DEGREES 45 MINUTES 59 SECONDS ALONG SAID EASTERLY LINE, BEING ALSO THE WESTERLY LINE OF SKOKIE BLVD., 76.51 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 5679.65 FEET, CENTRAL ANGLE 02 DEGREES 51 MINUTES 55 SECONDS, 284.03 FEET; THENCE ON AN AZIMUTH OF 250 DEGREES 52 MINUTES 06 SECONDS, 223.90 FEET; THENCE ON AN AZIMUTH OF 166 DEGREES 51 MINUTES 28 SECONDS, 113.94 FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS, 95.91 FEET; THENCE ON AN AZIMUTH OF 269 DEGREES 57 MINUTES 45 SECONDS, 78.44 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS, 223.80 FEET; THENCE ON AN AZIMUTH OF 333 DEGREES 27 MINUTES 26 SECONDS, 166.82 FEET; THENCE ON AN AZIMUTH 270 DEGREES 32 MINUTES 56 SECONDS, 296.68 FEET TO A POINT ON THE WEST LINE OF LOT 1 WHICH IS 598.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE ON AN AZIMUTH OF 359 DEGREES 53 MINUTES 30 SECONDS ALONG SAID WEST LINE, 598.76 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED AZIMUTH OF 359 DEGREES 59 MINUTES 43 SECONDS ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 360.00 FEET TO AN ANGLE POINT THEREIN; THENCE ON AN AZIMUTH OF 305 DEGREES 04 MINUTES 59 SECONDS ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 143.97 FEET TO A POINT WHICH IS 204.00 FEET SOUTHEASTERLY OF AN ANGLE POINT IN SAID WEST LINE; THENCE ON AN AZIMUTH OF 35 DEGREES 04 MINUTES 59 SECONDS, 50.64 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 55 MINUTES 36 SECONDS, 175.52 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS, 141.04 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 57 MINUTES 45 SECONDS, 93.57 FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS, 190.61 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 00 MINUTES 00 SECONDS, 210.19 FEET; THENCE ON AN AZIMUTH OF 341 DEGREES 36 MINUTES 33 SECONDS, 185.60 FEET; THENCE ON AN
AZIMUTH OF 69 DEGREES 58 MINUTES 08 SECONDS, 46.59 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTHERLY ALONG SAID EAST LINE AND A CURVE CONCAVE TO THE WEST (BEING ALSO THE WEST LINE OF SKOKIE BLVD.), RADIUS 5679.65 FOOT, A CENTRAL ANGLE 04 DEGREES 05 MINUTES 18 SECONDS, 405.28 FEET TO A POINT ON A 3291.63 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS AN AZIMUTH OF 74 DEGREES 03 MINUTES 26 SECONDS FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE, CENTRAL ANGLE 04 DEGREES 00 MINUTES 39 SECONDS, 230.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, CENTRAL ANGLE 109 DEGREES 56 MINUTES 59 SECONDS, 47.98 FEET TO THE SOUTH LINE OF LOT 1; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG SAID SOUTH LINE, BEING ALSO THE NORTH LINE OF LAKE AVE., 612.39 FEET TO THE POINT OF BEGINNING.

PARCEL 3:


THAT PART OF LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED AZIMUTH OF 129 DEGREES 36 MINUTES 27 SECONDS ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 585.84 FEET TO THE EASTERLY LINE OF SAID LOT 1, THENCE ON AN AZIMUTH OF 153 DEGREES 45 MINUTES 59 SECONDS ALONG SAID EASTERLY LINE, BEING ALSO THE WESTERLY LINE OF SKOKIE BLVD., 76.51 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 5679.65 FEET, CENTRAL ANGLE 02 DEGREES 51 MINUTES 55 SECONDS, 284.03 FEET FOR A POINT OF BEGINNING; THENCE ON AN AZIMUTH OF 250 DEGREES 52 MINUTES 06 SECONDS, 223.90 FEET; THENCE ON AN AZIMUTH OF 166 DEGREES 51 MINUTES 28 SECONDS, 113.94
FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS 95.91 FEET; THENCE ON AN AZIMUTH OF 269 DEGREES 57 MINUTES 45 SECONDS, 78.44 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS, 223.80 FEET; THENCE ON AN AZIMUTH OF 333 DEGREES 27 MINUTES 26 SECONDS, 166.82 FEET; THENCE ON AN AZIMUTH 270 DEGREES 32 MINUTES 56 SECONDS 296.68 FEET TO A POINT ON THE WEST LINE OF LOT 1 WHICH IS 598.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE ON AN AZIMUTH OF 179 DEGREES 53 MINUTES 30 SECONDS ALONG SAID WEST LINE, 486.59 FEET TO AN ANGLE POINT THEREIN, THENCE ON AN AZIMUTH OF 125 DEGREES 04 MINUTES 59 SECONDS 53 MINUTES 30 SECONDS ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 204.00 FEET; THENCE ON AN AZIMUTH OF 35 DEGREES 04 MINUTES 59 SECONDS, 50.64 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 55 MINUTES 36 SECONDS, 175.52 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS, 93.57 FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS, 190.61 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 00 MINUTES 00 SECONDS, 210.19 FEET; THENCE ON AN AZIMUTH OF 341 DEGREES 36 MINUTES 33 SECONDS, 185.60 FEET; THENCE ON AN AZIMUTH OF 69 DEGREES 58 MINUTES 08 SECONDS, ALONG RADIAL LINE 46.59 FEET TO THE EAST LINE OF LOT 1; THENCE NORTHERLY ALONG SAID EAST LINE AND A CURVE CONCAVE TO THE WEST (BEING ALSO THE WEST LINE OF SKOKIE BLVD.), RADIUS 5679.65 FOOT, A CENTRAL ANGLE 03 DEGREES 20 MINUTES 14 SECONDS, 330.82 FEET TO THE POINT OF BEGINNING.

TRACT 2 (Wayfair Store):

PARCEL 1:

LOT 1 IN EDENS PLAZA SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607 IN COOK COUNTY, ILLINOIS EXCEPT THE PROPERTY DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED AZIMUTH OF 129 DEGREES 36 MINUTES 27 SECONDS ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 585.84 FEET TO THE
EASTERLY LINE OF SAID LOT 1; THENCE ON AN AZIMUTH OF 153 DEGREES 45 MINUTES 59 SECONDS ALONG SAID EASTERLY LINE, BEING ALSO THE WESTERLY LINE OF SKOKIE BLVD., 76.51 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 5679.65 FEET, CENTRAL ANGLE 02 DEGREES 51 MINUTES 55 SECONDS, 284.03 FEET; THENCE ON AN AZIMUTH OF 250 DEGREES 52 MINUTES 06 SECONDS, 223.90 FEET; THENCE ON AN AZIMUTH OF 166 DEGREES 51 MINUTES 28 SECONDS, 113.94 FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS, 95.91 FEET; THENCE ON AN AZIMUTH OF 269 DEGREES 57 MINUTES 45 SECONDS, 78.44 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS, 223.80 FEET; THENCE ON AN AZIMUTH OF 333 DEGREES 27 MINUTES 26 SECONDS, 166.82 FEET; THENCE ON AN AZIMUTH 270 DEGREES 32 MINUTES 56 SECONDS, 296.68 FEET TO A POINT ON THE WEST LINE OF LOT 1 WHICH IS 598.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE ON AN AZIMUTH OF 359 DEGREES 53 MINUTES 30 SECONDS ALONG SAID WEST LINE, 598.76 FEET TO THE POINT OF BEGINNING.

ALSO

THAT PART OF LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED AZIMUTH OF 359 DEGREES 59 MINUTES 43 SECONDS ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 360.00 FEET TO AN ANGLE POINT THEREIN; THENCE ON AN AZIMUTH OF 305 DEGREES 04 MINUTES 59 SECONDS ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 143.97 FEET TO A POINT WHICH IS 204.00 FEET SOUTHEASTERLY OF AN ANGLE POINT IN SAID WEST LINE; THENCE ON AN AZIMUTH OF 35 DEGREES 04 MINUTES 59 SECONDS, 50.64 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 55 MINUTES 36 SECONDS, 175.52 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS, 141.04 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 57 MINUTES 45 SECONDS, 93.57 FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS, 190.61 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 00 MINUTES 00 SECONDS, 210.19 FEET; THENCE ON AN AZIMUTH OF 341 DEGREES 36 MINUTES 33 SECONDS, 185.60 FEET; THENCE ON AN AZIMUTH OF 69 DEGREES 58 MINUTES 08 SECONDS, 46.59 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTHERLY ALONG SAID EAST LINE AND A CURVE CONCAVE TO THE EAST (BEING ALSO THE WEST LINE OF SKOKIE BLVD.),
RADIUS 5679.65 FOOT, A CENTRAL ANGLE 04 DEGREES 05 MINUTES 18 SECONDS, 405.28 FEET TO A POINT ON A 3291.63 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS AN AZIMUTH OF 74 DEGREES 03 MINUTES 26 SECONDS FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE, CENTRAL ANGLE 04 DEGREES 00 MINUTES 39 SECONDS, 230.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, CENTRAL ANGLE 109 DEGREES 56 MINUTES 59 SECONDS, 47.98 FEET TO THE SOUTH LINE OF LOT 1; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG SAID SOUTH LINE, BEING ALSO THE NORTH LINE OF LAKE AVE., 612.39 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY THE EDENS PLAZA RECIPROCAL OPERATING AND EASEMENT AGREEMENT DATED MARCH 25, 1994 AND RECORDED MARCH 30, 1994 AS DOCUMENT 94287447 MADE BY AND BETWEEN NBD BANK, AS TRUSTEE UNDER TRUST NO. 4671.AH, EDENS CENTER ASSOCIATES AND CPS DEPARTMENT STORES, INC. FOR THE FOLLOWING PURPOSES: USE OF THE PARKING AREA FOR THE PARKING AND PASSAGE OF PASSENGER MOTOR VEHICLES AND PEDESTRIANS; USE OF THE ROADWAYS TO PROVIDE PASSAGE BY MOTOR VEHICLES AND PEDESTRIANS; USE OF VARIOUS WALKWAYS; USE OF THE PARKING AREA FOR SURFACE STORM WATER RUN-OFF TO THE STORM WATER FACILITIES; USE FOR VEHICULAR AND PEDESTRIAN ACCESS OVER THE ACCESS ROAD DEPICTED ON EXHIBIT B THERETO; INSTALL, MAINTAIN, REPAIR, USE AND OPERATE THE SHOPPING CENTER IDENTIFICATION SIGNS; RIGHT TO HAVE OTHER PARTY’S BUILDING (AS DEFINED THEREIN) ABUT AND CONNECT TO; FOR COMMON UTILITY FACILITIES AND OTHER UTILITY FACILITIES; OVER, UPON, UNDER AND ON THE FOLLOWING TRACT OF LAND:

LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607 IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PORTION FALLING WITHIN THE ABOVE DESCRIBED PARCEL 1)

WHEREAS, the Zoning Board of Appeals, after giving due and proper notice as required by law, held a public hearing on February 2, 2022 on the foregoing application and the Requested Zoning Variations and thereafter filed with the President and Board of Trustees of the Village a report accompanied by findings of fact specifying the reasons for the report and recommending
granting the Requested Zoning Variations, in accordance with the plans as submitted and discussed at the public hearing, and on the condition that all other requirements of the Zoning and Building Ordinances be complied with; and

WHEREAS, the Appearance Review Commission, after giving due and proper notice as required by law, held a public hearing on February 7, 2022 and February 23, 2022 on the foregoing application and the Requested Sign Variations and thereafter filed with the President and Board of Trustees of the Village a report accompanied by findings of fact specifying the reasons for the report and recommending granting the Requested Sign Variations, in accordance with the plans as submitted and discussed at the public hearing, and on the condition that all other requirements of the Zoning and Building Ordinances be complied with;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Wilmette, Cook County, Illinois:

SECTION 1: The foregoing findings and recitals are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The aforementioned report and recommendation of the Zoning Board of Appeals of this Village is concurred with and approved, and the Requested Zoning Variations are granted.

SECTION 3: The aforementioned report and recommendation of the Appearance Review Commission of this Village is concurred with and approved, and the Requested Sign Variations are granted.

SECTION 4: The Director of Community Development of the Village of Wilmette, Illinois, hereby is authorized and directed to issue the necessary permits to allow the proposed construction, in accordance with the plans as submitted at the public hearings, and on the condition that all other
requirements of the Zoning and Building Ordinances and the special conditions listed in this Ordinance be complied with.

**SECTION 5:** That the following special conditions shall be complied with by the Applicants:

1. **Traffic Studies and Improvements:**
   
   a. A traffic impact study (“Traffic Impact Study”), shall be conducted by a civil/traffic engineer within six months of the adoption of this Ordinance. The Applicants and the Village Manager and/or appropriate Village staff shall reasonably agree upon a civil/traffic engineer expert (the “Expert”) and the Applicants shall retain, at the Applicants’ expense, the Expert to undertake the Traffic Impact Study which shall include a trip generation analysis accounting for the full occupancy of the Wayfair Store, and shall evaluate traffic operations on Lake Avenue and Skokie Boulevard in the immediate vicinity of the Edens Plaza property. The Expert shall also evaluate internal on-site traffic operations, at the signalized Edens Plaza entrances on the south side at Lake Avenue and on the east side at Skokie Boulevard, including an evaluation of the congestion concerns raised by the Village specific to the southern signalized entrance from Lake Avenue.

   The Expert’s Traffic Impact Study shall include findings and recommendations, if appropriate, intended to improve on-site traffic circulation at the Lake Avenue and Skokie Boulevard entry and exit points of Edens Plaza.

   If the Expert has concluded that there are on-site improvements that should be made to improve on-site traffic circulation at the Lake Street and/or Skokie Boulevard entry and exit points of Edens Plaza, the Applicants and the Village Manager shall meet and consult to reach mutual agreement as to the commercially reasonable on-site improvements, if any, that may be made by the Applicants. The Village Manager and the Applicants shall take into consideration any contractual restrictions in place at the time the improvements are to be made when considering the commercially reasonable improvements. The total cost of all on-site improvements undertaken by the Applicants under this Section 5.1 of this Ordinance shall not be required to exceed $200,000 (“Improvements Cap”).

   b. Applicants shall provide traffic control personnel, in consultation with the Police Chief, as needed to help direct and control traffic during the first three months of the opening of the Wayfair Store. This time period may be altered by the mutual agreement of the Village Engineer and the Applicants.

   c. A traffic review (“Traffic Review Study”), including evaluation of on-site circulation and the Traffic Impact Study, shall be conducted by the Expert at least six months, but not longer than one year, after the public opening of the Wayfair Store. The Traffic Review Study shall include findings and recommendations, if appropriate, intended to improve on-site circulation within Edens Plaza.
If the Expert has concluded that there are on-site improvements that should be made to improve on-site circulation at the Lake Street and/or Skokie Boulevard entry and exit points of Edens Plaza, the Applicants and the Village Manager shall meet and consult to determine the nature and extent of the improvements recommended by the Expert that the Applicants will be required to undertake; provided, however, that (ii) any such improvements will be subject to the Improvements Cap and (ii) that the Applicants will only be required to undertake commercially reasonable improvements and those improvements that are not inconsistent with contractual restrictions in place at the time the improvements are to be made. The Applicants shall use good faith and best efforts to avoid lease restrictions entered into after passage of this Ordinance that lessen the Applicants’ control over circulation and related improvements to the Edens Plaza property.

2. If the Wayfair Store shall permanently cease operations, the Applicants shall have the signage for the Wayfair Store building removed and also take action to remove from sight the purple elements of the Wayfair Store, by painting the colored tiles to match the non-Wayfair Store buildings located within Edens Plaza, or by other means to achieve the same result (collectively, “remediation”). Unless a new design has been otherwise approved in conjunction with the retenanting of the Wayfair Store, the remediation shall be completed within 18 months after the last day of operations of the Wayfair Store, except as otherwise extended mutually by the Applicants and the Village Manager. The remediation required under this condition will not require review and approval of the Village Appearance Review Commission. This condition shall not be considered a waiver of any other Zoning or Building Ordinance requirements needed to lawfully begin and complete the remediation.

3. Prior to the date on which all requirements for the issuance of the certificate of occupancy for the Wayfair Store have been satisfied (“CO deadline”), the Applicants, to the extent not inconsistent with its then-existing contractual lease restrictions, shall paint the exterior buildings and facades of the non-Wayfair Store buildings located within Edens Plaza in a manner and form approved by the Village Appearance Review Commission (hereinafter such actions shall be referred to as “updates”). Except as may otherwise be approved by the Village Manager, if the Applicants have not completed the updates on or before the CO deadline, the Applicants will be required to post an escrow or cash deposit in the amount of $250,000 (“updates deposit”). The Village will have the right to retain the updates deposit until the Applicants have completed the updates. If the Applicants have not completed the updates within six (6) months after the CO deadline, the updates deposit shall be forfeited to the Village. Such a forfeit shall not relieve the Applicants from performing the updates. The Village will have no obligation to issue a Certificate of Occupancy for the Wayfair Store unless either the updates have been completed or the updates deposit has been provided as required by this condition. This condition shall not be considered a waiver of any Zoning and Building Ordinance requirements needed to lawfully begin and complete the updates.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.
PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 8th day of March 2022, according to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

________________________
Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 8th day of March 2022.

________________________
President of the Village of Wilmette, IL

ATTEST:

________________________
Clerk of the Village of Wilmette, IL
Recommendation: The Commission recommends granting a sign variation to display more than one wall sign per exterior wall, a sign variation to install a sign on a canopy, and a wall sign coverage variation.

Case Number: 2022-AR-05

Property: 3200-3232 Lake Avenue

Zoning District: PCD-1, Planned Commercial Development (Edens Plaza)

Petitioner: Edens Plaza BB Owner LLC and Edens Plaza SC Owner LLC

Request: The petitioner requests an Appearance Review Certificate to demolish portions of the east side of the building, install new cladding on all sides, construct a clerestory, install canopies, and modify landscaping and hardscaping around the exterior of the building, and sign variations including variations to install more than one wall sign per exterior wall, a variation to install a sign on a canopy, and a wall sign coverage variation.

Applicable Provisions of Ordinances: 5.5, Sign Variation
App. B.2.A, Sign Allowance 100,000 sq ft or more

Meeting Date: February 7, 2022
February 23, 2022

Date of Application: January 14, 2022

Appearance Review Commission Vote:

Chairman Smith: Yes
Commissioner Andric: Yes
Commissioner Brill: Yes
Commissioner Castellano: Yes
Commissioner Johnson: Yes
Commissioner Miller: Yes
Commissioner Saad: Absent

Village Board Date: March 8, 2022

Notices:
Legal Notice published in Wilmette Life, January 20, 2022
Certificate of Posting dated, January 21, 2022
Personal Notice Affidavit, January 18, 2022

Report Prepared By:
Lucas Sivertsen, AICP
Business Development Coordinator
Description of the Property

The subject property is located on northwest corner of Lake Avenue and Skokie Boulevard in the PCD-1, Planned Commercial Development District. Surrounding uses include single-family homes to the north and east across the Edens Expressway off-ramp; a mix of single-family homes, institutional uses, office building and garden center to the east across Skokie Boulevard; a shopping center to the south across Lake Avenue; and a private high school to the west across the Edens Expressway.

Description of Request

The petitioner requests an Appearance Review Certificate to demolish portions of the east side of the building, install new cladding on all sides, construct a clerestory, install canopies, and modify landscaping and hardscaping around the exterior of the building, and sign variations including variations to install more than one wall sign per exterior wall, a variation to install a sign on a canopy, and a wall sign coverage variation.

Signage & Sign Variations

The Edens Plaza local sign ordinance regulates all signage within the shopping center. Any modifications to the local sign ordinance require a sign variation. Signs that are conforming to the local sign ordinance do not require review by the Appearance Review Commission. For the purposes of this review, the commission will consider the following signs:

- Sign installed on the canopy above the building main entrance labeled Type 04
- Sign installed on north elevation labeled Type 02
- Sign installed on north elevation labeled Type 01

Two signs are proposed along the east elevation. The wall sign labeled Type 01 is conforming and does not require review. The other sign labeled Type 04 is installed on the canopy and is not considered a wall sign. The sign regulations allow only wall signs and under canopy signs to be installed, therefore a variation is required to permit the display of the proposed canopy sign.

Two signs are proposed along the north elevation including two wall signs on opposite sides of the elevation. The sign labeled Type 02 is installed on a bay that includes 3-dimensional ornamentation. This ornamentation reduces the signable area of that wall to 10 feet in height by 27 feet in width for an area of 270 square feet. The sign regulations limit wall sign coverage to 30%. The proposed sign has a coverage of 53%, therefore a 23% wall sign coverage variation is required. The sign regulations also limit signage to one wall sign per exterior wall. Because two wall signs are proposed on the north building elevation a variation to install a second wall sign is required.

Zoning Ordinance Provisions Involved

Section 5.5 outlines sign variation procedures

Appendix B.2.A. defines limitations of quantity, type and size of signage for tenants occupying 100,000 square feet or more.
Action Required

The Village Board may grant a sign variation provided they determine the proposal meets the following standards of review.

Sign Variation Standards of Review

**Unusual Circumstances:**
A variation will serve to relieve the petitioner from an unusual difficulty due to the location, topography, or circumstances on the petitioner’s property or a peculiar attribute existing on the neighboring property, which directly affects the petitioner’s property.

**Character and Appearance:**
A variation will be consistent in design and scale with other signs nearby, and will not alter the essential character of the commercial streetscape in the vicinity of the subject property.

**Not Self-Created:**
The plight of the property owner was not created by the owner and denial of the variation will impose undue hardship or difficulty on the owner’s ability to conduct business on the subject property.

**Health, Safety and Welfare:**
A variation will not create a traffic or safety hazard and will not impair the utility of neighboring properties’ signage.

**Purpose of Ordinance:**
A variation is in harmony with the purpose and intent of the Sign Ordinance

Case File Documents

**Written Documents**

1.1 Letter – Standards of Review, dated February 4, 2022

**Location Maps and Plans**

2.1 Aerial Map
2.2 Sign Elevation Plans
2.3 Sign Details
Case Minutes

January 24, 2022 Edens Plaza BB Owner LLC and Edens Plaza SC Owner LLC
3200 - 3232 Lake Ave Appearance Review Certificate and Sign Variations

Chair Smith explained that the purpose of the meeting was to provide preliminary input to the applicant regarding the proposed changes to Edens plaza. Mr. Adler explained that on February 7th the Commission will hear the applicant’s request for an appearance review certificate and sign variations. The sign variations were outlined in Lucas Sivertsen’s memo regarding the preliminary review. Mr. Adler explained that on February 2nd the Zoning Board of Appeals would be hearing a height variation request to allow the installation of a clerestory window and a floor area ratio request to allow the recladding of the building and adding of canopies.

Representatives for WS Development and Wayfair presented their proposal for converting the old Carson’s building to a Wayfair store.

Mr. Curley talked about improvements to the center being proposed. In response to a concern raised by the Village Board they are proposing a landscaped pedestrian promenade/walkway along the spine of two parking aisles. This creates a nice connection to the northside of the building and takes pedestrians away from more congested areas of the parking lot. In addition, it allows the introduction of additional landscaping in the parking lot. In regard to the rest of the center he explained that they intend to whitewash the brick, which they have done before in other centers they own. They intend to do different level of white washing to the brick to lighten the feel of the dark brick.

Ms. Madden said they wanted the store to feel like a neighborhood store with nods to the local community it is in. She outlined the areas that the changes were taking place. The addition of a third loading dock by relocating the trash compactor and screening the area was shown. There was a slight reduction in parking, but the additional landscaping should improve the appearance of the rear service area. How customers will pickup product from the rear of the store was discussed. She discussed the interior layout with the entry and exist on the east façade. A clerestory provides light to the interior. The roof plan showing mechanical equipment location was shown. She explained that additional roof screening would be provided which doesn’t exist today. Chair Smith asked that the height of the equipment versus the proposed screens be verified.

Commissioner Brill asked about doorways on the north façade. Ms. Madden explained that there is an emergency exit door but no customer entrance/exit on that façade. She said that is why they are proposing the pedestrian promenade to direct pedestrians walking from the north parking lot to the store entrance. The interior experience/circulation was explained.

Commissioner Castellano asked that the applicant look at the width of the sidewalk that runs along the northern side of the building to make sure it is an adequate width for strollers and the like. Ms. Madden explained that no new landscape area is planned, just new landscaping in the existing planting area. Mr. Curley said the sidewalk width of the new promenade is 6’ wide and with the landscaping the promenade would be 10’ wide.
Commissioner Andric asked about the patio area identified in the plaza plan. Ms. Madden explained that was an outdoor patio for the Wayfair café. Ms. Madden explained that there is additional space for sitting and hanging out in front of the store before you enter.

Chair Smith asked about the future of the center and whether providing some additional area to hangout and provide more of an amenity for the neighborhood was being considered. Mr. Curley said the center was designed in such a way there is not too much open space. The parking ratio is currently under the 4.0 spaces per a thousand square feet of gross leasable space typically seen with a center like this (approximately 3.7). They want to see how the center performs after full occupancy before reducing the parking even more. Chair Smith talked about the future when the need for parking will most likely be reduced. Mr. Curley said that WS would look at opportunities to do such changes in the future if the opportunity presents itself.

Commissioner Johnson asked about the applicant’s discussion with the Village Board regarding outlots and the fact that adding outlots would reduce parking even greater. Mr. Curley said at this time they are not looking to add outlots. If in the future the parking would allow outlots to be added, they would consider doing so if it made sense to their tenants.

Mr. Adler said that a parking/traffic study is being done and if an outlot reducing parking was presented, that study would need to be updated. He talked about the importance to understand Wayfair’s parking need before eliminating more parking.

Commissioner Castellano asked about bike parking. Ms. Madden said they heard the need to address alternative forms of transportation from the Village Board and will be adding additional bike parking areas to their plan.

Chair Smith asked that the applicant walk the Commission through the exterior cladding as that is the element of the building that will be seen every day. Ms. Madden said she would talk about the high-level vision and that Mr. Franceschina would address the proposed architectural choices. She explained that purple was a big part of Wayfair’s story and brand. They look at the color purple as conveying many of Wayfair’s attributes including being imaginative, optimistic and creating a sense of joy and discovery. The materiality was used to update the existing building. It was important for them to sustainability reuse the existing building through the addition of various forms of cladding, including textured porcelain tiles to create visual interest and windows for more interior light.

Mr. Franceschina explained that the design celebrates texturing by layering the different elements. He said that some of the materials will change slightly in appearance during the day as light hits the building. The layering of the materials allows a monolithic building to be broken up in appearance.

Commissioner Johnson appreciated the Wayfair brand but felt that appearance is part of what makes up Wilmette’s character. The ARC is charged with looking after Wilmette’s character appearance wise. The amount of purple doesn’t reflect an upscale building and doesn’t reflect Wilmette as a community. If this is Wayfair’s flagship store it should reflect the community it is in.
Commissioner Brill said he is very happy that Wayfair selected Wilmette as the location for its first flagship store. He said Wilmette being an historical community, the four massive purple walls do not fit in with its character.

Ms. Madden said they heard from the Village Board that the appearance from the highway was less important than from the sides visible along Lake and Skokie. Commissioner Johnson said he didn’t necessarily agree with that and that a smaller band of purple would probably be ok.

Commissioner Andric asked about the overall plan for the mall and how the proposed Wayfair store fit in with that. With all the different materials, what will tie this into the rest of the center. She also felt that the issue of arrival wasn’t addressed, and that the plaza design should be more sophisticated. Ms. Madden asked if Commissioner Andric had ideas on how to make the arrival better. Commissioner Andric felt the customer should be awed by the arrival maybe with a grand garden court. The plaza at the entrance to the store was discussed. Ms. Madden explained how the café outdoor seating fit into the plaza and how the additional green area was proposed to be used. Commissioner Andric asked the applicant to do more in that area as it seems not completely thought out at this time.

Commissioner Castellano said that wayfinding must be clear. She wanted to hear about the materials a little more and the backlit panel specifically. Mr. Franceschina said the backlit panel was used to support the layering on the front façade. This feature also calls out where the entrance is.

Chair Smith said the Commission will want to look at every detail regarding lighting. He also said that he doesn’t necessarily agree that the structure needs to historically reflect Wilmette. Wilmette is also a community known for its architectural experimentation. He asked Mr. Curley what the plans were for the other portions of the center and if Wayfair doesn’t make it.

Mr. Curley said WS manages a great many properties. He talked about Edens being a center planned to provide sales tax to the community. Their short-term plans are to address underutilized building spaces. He said they are looking to strike the right balance in the redesign of the center to allow tenants to properly brand and attract business.

Commissioner Smith talked about the future of the center, 1 year, 5 years, etc. Mr. Curley said the intent was to create a natural surround with the white washing of the brick to allow the retailer to shine. This is what they have done in other centers they own.

Chair Smith stressed the need to properly review the lighting and have nighttime renderings provided. He said that the way the purple is used should still allow for a homey environment. The attention-grabbing use of the purple vs being community friendly needs to be addressed.

Chair Smith confirmed this is Wayfair’s first brick and mortar store. He reminded the applicant that the WS/Wayfair team stressed that this property is the gateway to Wilmette and the importance that brings.

Commissioner Johnson questioned if the purple walls are what WS/Wayfair believes the community wants to see.
Chair Smith commended the way the layering broke up a third of the development into a way that was relatable. Commissioner Castellano agreed that the applicant did a great job of breaking down the mass of the building. She asked to see a closeup rendering of the entrance/patio area.

Commissioner Johnson asked about the signage variations. It was explained that relief was necessary for two signs on the east elevation, one being a canopy sign, which isn’t addressed in local sign code. The other sign variations being a second wall sign on the north elevation that exceed the signable area allowance.

Commissioner Castellano asked that the exterior wall of the Kids Snip space be addressed with landscaping or other design feature. She reiterated that the quality of material is very important.

Chair Smith agreed and said more detail on how the existing center will be treated is needed. Whitewashing instead of painting is preferred because of maintenance issues. He questioned whether the color will be baked on the porcelain tile or not. He was concerned about the review timeframe given there are several unknowns still.

Chair Smith talked about the community’s desire to see sustainable practices in the redevelopment. He mentioned bird safe glass for the Wayfair building. He said other sustainable practices would be viewed positively by the community.

Chair Smith asked other than the backlit panel and signage, was there any other lighting of the building being proposed. Ms. Madden answered they had a lighting plan reflecting building lighting and will present that. Chair Smith discussed the need for a footcandle plan reflecting the proposed lighting. Commissioner Johnson said the Commission also looks at the temperature of lighting in addition to the footcandles. Commissioner Castellano ask that pedestrian scale lighting along the new walkway be considered, and the applicant agreed to include that.

Chair Smith asked about desired schedule for the project. Mr. Curley said the transaction and the acquisition of the property is what is driving the timing. It is important that there is comfort there so they will talk and hopefully they are able to achieve something with the Commission in a couple of weeks on that front. There would be the continuation of design with a construction start later this summer. And as that design continues to evolve, evaluation of conformity with all the information the Commission has seen and hopefully rendered an approval on would take place, that is the way they hope this unfolds.

Chair Smith said that it was mentioned that not only the Wayfair construction would start but the construction on the entire center would start later this summer. Mr. Curley said if construction the Chair is referring to is the introduction of additional sidewalk landscaping and whitewashing of the brick, yes that will take place at the same time as the Wayfair construction. Chair Smith clarified that the extent of the work on the rest of the plaza was the brick whitewashing and landscaping. Mr. Curley said they intend to also look at opportunities not identified yet to introduce more landscaping on the sidewalk areas and where possible in the parking lot. They will also look at enhancing the existing landscaped areas.
Chair Smith talked about the one use at the center that allows people to linger is being lost with the closing of the Starbucks. He asked if the applicant was looking for businesses that would make people want to linger more at the center and what the tenant strategy was. Mr. Curley said they have some preconception on tenant strategy, but they are not prepared to discuss that. He added that Wayfair being in the center will enhance the opportunity to get desired tenants.

Commissioner Andric asked the applicant to look at all site lighting to make it consistent with the updated look of the center.

Seeing there were no more comments from the Commission, Chair Smith asked for public comment and there was none.

February 7, 2022  
Edens Plaza BB Owner LLC and Edens Plaza SC Owner LLC  
3200-3232 Lake Avenue  
Appearance Review Certificate and Sign Variation

Mr. Sivertsen introduced Case 2022-AR-05, 3200-3232 Lake Avenue, Edens Plaza BB Owner LLC and Edens Plaza SC Owner LLC, requesting an Appearance Review Certificate to demolish portions of the east side of the building, install new cladding on all sides, construct a clerestory, install canopies, and modify landscaping and hardscaping around the exterior of the building, and sign variations including variations to install more than one wall sign per exterior wall, a variation to install a sign on a canopy, and a wall sign coverage variation.

Chair Smith added due to the condensed nature of this review that had scheduled another meeting to review the proposal on February 23, 2022. The commission would be using this meeting to advise the applicant but would not be prepared to vote on the proposal until the February 23 meeting.

Mr. Sivertsen said the case has been noticed and the commission would be able to vote on the request if they wished, however, given the amount of new information presented the case would likely need to be continued to the February 23, 2021 meeting.

Ms. Prather introduced herself as counsel for the subject case. She said the subject proposal is very important to for the entitlements of the revitalization to Edens Plaza. WS Development is under contract to purchase the entire development from the current owner. At the same time WS has entered into a lease with Wayfair to take over the entire building previously occupied by Carson Pirie Scott. She discussed their appearance before the Village Board and Zoning Board of Appeals and preliminary review before the Appearance Review Commission. They received a positive recommendation from the Zoning Board of Appeals on their variation requests. They are very grateful for the Commission’s ability to schedule two special meetings to discuss their proposal. Their plan is to appear before the Village Board no later than March 8 to receive a final vote on their approvals. They are seeking four sign variations. They are seeking approval to allow two signs each on the north and east elevation of the building. They are seeking approval for one of the signs on the east elevation to be a sign installed above the canopy rather than below the canopy. Finally, the are seeking a sign variation to display a sign on the north elevation that exceeds the coverage allowed. She noted the size of the proposed signs are smaller that what was previously on the building. She said the need for the variations were because of unique conditions of the building including the location, long history as the fulcrum of the shopping
center and the fact that it is the largest retail box in Wilmette. Additionally, they are seeking an Appearance Review Certificate. They have worked to respond to the feedback provided by the Commission at their previous meeting. The design breaks up the box, is tastefully designed and uses quality materials. She introduced Madeline Madden with Wayfair to present the design components of the building.

Chair Smith inquired about Ms. Prather’s statement that the Zoning Board of Appeals granted approval.

Ms. Prather stated the Zoning Board of Appeals voted to recommend granting a floor area ratio variation and a height variation to permit the proposed clerestory.

Mr. Sivertsen added, the existing floor area ratio in the PCD-1 District was written to allow the originally approved building. Therefore, any addition would require a variation to this requirement. The need for the variation is due to the expanded floor area created by the cladding and canopies and not necessarily usable interior floor area.

Ms. Madden said the plans in her presentation will show amended drawings from what had been shown at the January 24 meeting. They showed the existing building and mentioned the proposed signage for Wayfair is shorter in height and length from the previous signage for Carson Pirie Scott. She reviewed the site plan and showed the promenade proposed in the parking lot to the north intended to connect pedestrian access to the front entrance. The existing entrance on the north side of the building will be removed in favor of a single entrance on the front. The changes to the loading dock in the rear will necessitate a change in truck traffic through the rear lot and will result in the loss of about 20 parking space in the back adjacent to the expressway right of way. She reviewed the proposed plans identifying changes from the existing building.

Mr. Sivertsen asked for confirmation that the new roof top units would be replacing the existing in the same location.

Mr. Madden said that was correct.

Mr. Franceschina presented the details of the exterior architectural design components and materials. The main exterior material would be terracotta with a glazed porcelain finish, cement plaster, tower element with custom three-dimensional artwork, new glazing, brick cladding stained to match the rest of the center once a stain is selected. He said the sample board was representative of the color and texture, but they are still working on procuring the purple terracotta finish. The terracotta panels will be textured to allow for light and shadow to be created to provide some variation. The size of the panels will also vary in width from six inches to two feet. The intent for the cement plaster is to be as seamless as possible to avoid any horizontal joints. Some vertical joints would be necessary to allow for shrinkage. He showed the elevation plans, and blow-up detail of select elevations. As part of the glazing, they are investigating bird frit. The mechanical screen on the roof will match the height of the mechanical equipment. The existing equipment is not screened so this will be in addition to what is currently on the roof.

Ms. Madden said they intend to refresh the existing greenery around the building incorporating native plants.
Mr. Franceschina said the lighting plan is intended to highlight the building as well as improve the customer experience. The focus of the lighting will be centered around the entrances and exists with some lighting to wash the walls, highlight landscaping and task lighting to provide safe pedestrian travel.

Ms. Madden presented some of the graphics in the appendix of the submittal packet. She noted they had reduced the amount of purple by about 20% from what had previously been presented to the commission during their preliminary review. The night view renderings show the areas where they intend to have lighting, however, they will be preparing a more detailed drawing to provide a more accurate representation of the intensity of the lighting.

Commissioner Miller said the architecture is great. He likes what they did with the massing and materials. It’s a very thoughtful design. What a lot of people see is the purple. He was trying to think of what other entities have purple for their color. He knows of Yahoo and Northwestern University. In looking at Northwestern’s campus the purple you see is very subtle, of course they are not a retail user. Yahoo’s corporate campus does not have much purple either. In order to understand what is acceptable one would need to consider the area in which the design is located. The Village of Wilmette doesn’t have a very well-defined architectural persona. The color purple to him has a kind of highway architecture feel. It reminds him of something like an Ike. For him, the design is really great, but less purple would be a good thing. It would help to fit the design into the plaza and the Village. The amount of purple seems like a foreign object.

Commissioner Brill thanked the applicant for the additional detail. The abundance of additional landscaping is well received. When someone thinks of Wilmette they don’t think purple. The streetscape, the character of the commercial districts, the amount of residential. They did a great job at white washing the brick. When you look at the eight northshore suburbs he can’t think of five and a half massive purple walls dominating the view. He thinks the white wash with grey cement plaster on the east side of the north elevation is tasteful. That says Wilmette to him. He thinks using purple in the signage is more appropriate. He is in favor of everything except for the amount of purple.

Ms. Madden said she would like to address the purple as she imagines there will be more comments related to that topic. Purple is Wayfair’s predominant branding color. As a retailer the location of the property in relation to the Edens Expressway is important. Focusing the image along Edens as well as pulling back the purple facing the residential were things they worked on.

Commissioner Andric asked Mr. Sivertsen if the commission’s charge was to look at only the building, or was the entire complex up for discussion.

Mr. Sivertsen said the proposal before them tonight was for the building formerly occupied by Carson Pirie Scott, the three storefronts proposed to be demolished and site work surrounding he building including a proposed pedestrian walkway and modified parking lot landscaping to the north of the existing building. The rest of the shopping center is not necessarily included in the current request, except to the extent that the proposal might impact the rest of the shopping center.
Commissioner Andric said she was wanting to pick-up on the previous meeting’s discussion on the shopping center parking lot and how the transformation ties back to the rest of the shopping center. The complex represents the western gateway into Wilmette. The parking lot is dated and needs to be upgraded. She asked how this project can inspire improvements to the rest of the center and parking lot. Secondly, she wanted to thank the applicants for their proposal. She doesn’t have an issue with the purple. She asked Ms. Madden about the color purple as Wayfair’s brand color.

Ms. Madden confirmed purple was Wayfair corporate’s color. She is responsible for their global real estate including offices. Using less color on the building is more typical for offices and warehouses. It’s used more as an accent in these cases. In this instance the color purple is used to signify the building as a retail use and not an office or typical warehouse style big box you might see along the highway. The intent is the be tasteful and thoughtful.

Commissioner Andric thinks the building is more neutral and the different parts and colors pull together very well. Going back to her other point she wanted to know what could be done to the east parking lot since that is even more part of the gateway into Wilmette. Some signature lighting could be part of that improvement. Regarding the materials on the building, she would like to know more about how they work together. How will they age depending on their durability? She isn’t necessarily in favor of the promenade. Especially because it doesn’t seem to lead to anywhere. She wondered if that same effort could be made to other parts of the complex. It would be important to have more of an amenity.

Commissioner Castellano thanked them for adding all the landscaping to the east of the entrance. Having the turf in the front is a nice relief from the sea of parking in front. She thinks there is an opportunity to add some landscaping on the wall of the adjacent tenant wall being exposed with the demolition of storefront. In looking at the rendering the sidewalk to the north looks comfortable, however, in looking at the site plan it is dimensioned at five feet, which is tight. She wonders is something can be done with the landscaping to increase the width of the walk.

Ms. Madden said the five feet is the existing condition, but they can take a look at reducing some of the landscaping to make for a more comfortable walk. She wondered what would be a more comfortable width.

Commissioner Castellano said they should just think about that area a little more given the desire to connect to the north parking lot. Given the concerns with the color purple it would be helpful to bring a sample of the material to better explain their case. It would also be helpful to get a sample of the backlit wall. Sometimes manufacturers will provide a mockup or lightbox.

Mr. Franceschina said the terracotta tiles will have variation in tone, but will stay close to the purple color. It is difficult to render the true tonality and variation in the tiles.

Chair Smith thanks the applicant for their considerations in moving the design further. He asked if the 20 parking spaces proposed to be removed were predominantly used for staff parking. He couldn’t imagine customers would have been using that parking.

Mr. Sivertsen said he didn’t think the parking had historically been used at all.
Chair Smith said everyone has an opinion on the use and amount of purple proposed. He said it doesn’t necessarily concern him, except the actual color and material has not yet been produced. There appear to be three separate materials finished in purple. There is the terracotta, a purple paint and a purple metal. Success to him is how those variations of purple harmonize. The applicant said they are studying the use of bird glass. For him, the use of glass is non-negotiable. It will need to be used in the project.

Mr. Franceschina said it was their intent to use bird glass, but they were still trying to determine which frit would be used.

Chair Smith said their mention of introducing a whitewashed brick was a surprise to him, considering they have an ensemble of materials already. He is concerned they will have a nicely composed design and then add another material.

Mr. Franceschina said the use of the stained brick was an attempt to address a comment of the design not relating back to the rest of the building. The use of stained brick will be minimal.

Ms. Madden said the brick will already been a part of the design in a way because it will be on the wall adjacent to the Wayfair storefront once the existing storefront is removed.

Chair Smith said he understood their design intent and it doesn’t sound like it will be used in a high-profile location. He likes the look of the trellis, but doesn’t think it will work exactly how it is shown in the rendering. It will be important for the landscape architect to study. He asked how the art wall on the north elevation impacts the signage on that wall and if it is the cause of the coverage variation.

Mr. Sivertsen said the artwork reduces the signable area of the wall. If the entire wall could be considered the signable area a sign coverage variation would not be required.

Chair Smith asked for further clarification on the lighting of that wall.

Mr. Franceschina said they were proposing an up-light washing that wall.

Chair Smith said there was a restaurant that came before the commission a couple of years ago. It’s now one of the most successful restaurants in downtown. The commission encouraged them to rethink the amount of different lighting proposed. They stepped back the number of different fixtures so they could have better coordination. The result of that revision has really helped the design of the façade. It will be important for the applicant in this case to really look at how all the lighting colors, intensities work together. Especially when they are considering lighting entire portions of the façade.

Mr. Franceschina said the thought the lighting was a pretty well curated. He thinks they can do a better job explaining how they all work together.

Chair Smith said the light wall looks to be pretty subtle in the rendering, but depending on how it works in reality, it would be the focal piece of the entire building.
Mr. Franceschina said it was the intent to be a subtle amount of light.

Chair Smith said it was important for the proposed landscaping to reinforce the existing as much as possible so that the trash and loading area is screened from people taking the northbound exit ramp towards westbound Lake Avenue. Due to the anticipated number of customers expected to visit this store he thinks the crosswalks need to be studied. He wanted to reiterate the desire of the commission to have Wayfair reduce the amount of purple as much as they can given the departure of the design from the rest of the center and the lasting impact the design will have on the Village.

Commissioner Castellano asked about the lighting proposed above the entrance and if it would change in color on a seasonal basis.

Ms. Madden said she did not anticipate the color changing. They have historically not mixed the purple and white with other colors.

Chair Smith asked if there were any members of the public who wished to speak.

Ms. Kristin Hildreth who owns the Birkenstock store at Edens Plaza said she was initially concerned with the look of a Wayfair Flagship store, but after viewing the plans she thinks it looks great. The design is bright and cheerful. She was prepared to dislike the purple, but she thinks it is really great. She doesn’t know if she would want to remove any additional purple from the design. It does a good job of breaking up the wall. The purple and gray together look rather elegant. Her main concern is traffic and safety. On the north side she likes the idea of the promenade, but unfortunately it dead-ends once it gets to the building. She is looking forward to better lighting and a gathering space. Something to draw people to the north would be great.

Chair Smith reiterated the need for additional material samples. He asked for a motion to continue the case.

Commissioner Andric asked if they would be viewing any additional plans for the rest of the shopping center at the next meeting.

Ms. Prather said their focus is on the approvals for the Wayfair store. She said if there were further plans to improve other parts of the center, that they would come back before the commission to present those items, however, their focus as this time was the Wayfair store and surrounding area.

Commissioner Brill moved to continue Case 2022-AR-05, 3200-3232 Lake Avenue, Wayfair to the Wednesday, February 23 Appearance Review Commission meeting. The motion was seconded by Commissioner Castellano. Voting yes: Andric, Brill, Castellano, Miller, Smith. Voting no: none. The motion carried.
Mr. Sivertsen introduced Case 2022-AR-05, 3200-3232 Lake Ave, requesting an Appearance Review Certificate to demolish portions of the east side of the building, install new cladding on all sides, construct a clerestory, install canopies, and modify landscaping and hardscaping around the exterior of the building, and sign variations including variations to install more than one wall sign per exterior wall, a variation to install a sign on a canopy, and a wall sign coverage variation.

Ms. Prather introduced herself as entitlement council for the Edens Plaza property. She reviewed the process up to this point, and asked for approval of plans at the current meeting. She also thanked the board for holding two special meetings. She is seeking approval for the designs that have been updated since the January 24th meeting. She reiterated the requests described by Mr. Sivertsen.

Mr. Franceschina and Ms. Madden presented the updated plans to the board highlighting the reduction of purple cladding on the elevations.

Commissioner Andric asked if the tiles were custom.

Mr. Franceschina and Ms. Madden confirmed that they are.

Commissioner Andric asked where the tiles were on the elevations.

Ms. Madden clarified on the design packet and described how the tiles would be arranged on the facade. Certain colors will cover differing portions of the wall and will be arranged to avoid a grid-like look.

Commissioner Andric asked what the rest of the façade would be made of.

Mr. Franceschina reviewed the other façade materials and locations and explained how the illuminated metal wall will work.

Commissioner Andric asked how that wall would look during the day and asked if it would look like a flat surface.

Mr. Franceschina explained that there would still be a textured look during the day but that it might look flat from a distance depending on time of day and season.

Commissioner Brill asked why they want it illuminated at night.

Mr. Franceschina answered that they hope to show the excitement, activity and movement of Wayfair and that they don’t want it to feel static.

Commissioner Johnson asked what the color temperature of the lights would be.

Mr. Franceschina said it would start at about 3,500 Kelvin but they are still working on it and
that is meant to support the glow of the storefront rather than act as a beacon.

Mr. Sivertsen clarified that it would be 3,000 Kelvin outside but inside would be 3,500-4,000 Kelvin and that they would try and match the outdoor parking lot lighting.

Mr. Franceschina and Ms. Madden confirmed Mr. Sivertsen’s description and said the corner windows would be illuminated from the interior.

Commissioner Johnson asked if they plan to replace any parking lot lighting and raised concerns about temperature difference.

Mr. Franceschina said that any new site lighting is for modification and support of curbs and sidewalks.

Mr. Franceschina continued reviewing the elevations and renderings emphasizing updates.

Commissioner Andric asked what the large white surfaces would be made of.

Mr. Franceschina clarified that one would be the metal surface and the other would be made of cement plaster.

Chair Smith asked to see the existing brick.

Mr. Franceschina showed the existing brick and showed where it would be whitewashed.

Mr. Franceschina continued to review the elevations and renderings and explained that the color of the cement plaster would be grayer than it appears in the renderings and would match more closely. The brick along the pedestrian sidewalk would be white washed to make it blend with the rest of the shopping center.

Commissioner Johnson asked if the whitewashed bricks would be made to blend or match the existing brick in the rest of the shopping center and asked if they plan to make the rest of the shopping center white.

Mr. Franceschina said that that was the intent and that it would be a match.

Commissioner Brill pointed out that the updated renderings look darker than the originals and asked if that’s on purpose.

Mr. Franceschina said that it will be darker. He then explained that while the intensity of lighting will be increased for safety and highlighting the building, it will not all be washed in light like the renderings might portray and will not overwhelm.

Commissioner Johnson asked Mr. Sivertsen if the entire backlit metal façade is considered a sign.

Mr. Sivertsen said it would not be considered a sign.
Commissioner Johnson pointed out that illumination would affect the purple tiling and that if it is over-illuminated it might head in the wrong direction. He is concerned the finish of the different tiles won’t match and the result will be a sparkly effect.

Ms. Madden clarified that there is no difference in shade or luminosity from the original and that there should be no difference in sheen.

Mr. Franceschina explained that the difference is merely a difference in color and that is why they did not bring in a new sample.

Commission Castellano asked which color the exterior gray plaster would be closer to.

Ms. Madden pointed it out and clarified that the new renderings are more accurate. She then began to discuss landscaping. She highlighted the changes they had made to sidewalks, crosswalks, and landscaping. She also covered lighting and thanked the board for their time.

Commission Brill thanked them for their adjustments to the purple and lighting and said the plans look good. He noted the corner window was proposed to have merchandise stacked all the way to the top of the window, which looked busy. He asked if there was anything they could do about it.

Ms. Madden said it was good feedback and that the corner window is to highlight their business model. She said it is likely busier in the photo than it would be in reality.

Commissioner Castellano had no questions but is appreciative of their refinements.

Commissioner Miller wondered why the thickness of the cladding varied on the north elevation.

Ms. Madden said the intent is to have them on the same plane, but they would need to push back the cladding at the west end to allow for a wider sidewalk.

Commissioner Miller asked if they have reached a specification on the glass.

Mr. Franceschina said that they plan to use scenario 2

Commissioner Johnson said the design is thoughtful and that he appreciates their responsiveness. He is concerned about luminosity on the wall and says it needs uniformity.

Mr. Franceschina agreed.

Commissioner Johnson asked Mr. Sivertsen to check if the façade is considered a sign.

Mr. Sivertsen said he doesn’t think it is a sign but will double check.

Commissioner Andric asked how the purple tiles are mounted, and the size of the reveal.

Mr. Franceschina said the reveal will be about half an inch and reiterated that there will not be
light coming through the purple.

Commissioner Andric asked how the purple will be highlighted at night and if they will have extra tiles in stock in case of replacement needs.

Ms. Madden said they will have ample stock on hand should anything take place.

Commissioner Andric said she likes the design of the northeast corner but isn’t sure how they will light it. She asked if they will have light shining on the furniture.

Mr. Franceschina said the light will come from the inside of the building.

Commissioner Andric said she likes the design but is worried about white brick. She is concerned if white brick is scalable across the rest of the mall.

Mr. Franceschina reiterated that WS plans to whitewash the rest of the brick so it will match.

Commissioner Andric is worried that the white brick will not look good and asked if there is an off-white they could consider.

Ms. Madden said they will discuss that with WS.

Chair Smith asked Mr. Sivertsen if the balance if the mall renovation will come before the ARC commission.

Mr. Sivertsen said it will and that the overall design and the shopping center will likely be a condition of the Village Board approval.

Commissioner Andric still has concerns with the rest of the plaza and leaving the parking lot as is.

Chair Smith thinks that the design is sophisticated and thanks WS for their help. The current design is a validation that the review process works. He wants to make the bird glass selected, scenario 2, a condition of the approval.

Mr. Sivertsen said the applicant requested separate motions on the Appearance Review Certificate and sign variations and reminded the commission to go through the standards of review.

Chair Smith agreed that the motions are different and opened it up to the public.

Ms. Hildreth raised concerns about shopping carts being loose around the parking lot.

Ms. Madden explained that the carts are similar to Target’s and that there will be designated attendants for the cart corrals. She said there will also be attendants helping some customers to their cars which will help.

Ms. Hildreth asked where they store carts outside.
Ms. Madden pointed out the nine cart corrals in front of the store.

Ms. Hildreth raised concerns about the entrance, exit, and cart return being close and that it will be too busy.

Ms. Madden said they are aware of the density and needs for parking.

Commissioner Andric encouraged more research into whitewashing the bricks.

Ms. Madden reiterated that the whitewashing of the Wayfair bricks will be to match the rest of the development.

Mr. Curley explained that they plan to present photographs and markups to the ARC of the whitewashing plans.

Chair Smith went through the standards of review. All sides of the structure received design consideration. While the project is transformational and doesn’t match the surroundings, it is reviewed and good. The materials are durable are appropriate. The proportions are good. Grade conditions remain unchanged and are a nonissue. Similarity related to surroundings will be made when other bricks are whitewashed. This is the centerpiece of the mall. Crosswalks and sidewalks are leaving it in a better condition for pedestrians. Parking, storage, and refuse areas are approved. Landscaping is appropriate and aesthetically pleasing. Parking is clear and well-lit and crosswalks are good. Intent is clear. There are no accessory structures but there is exterior lighting that is mindful and approved.

Commissioner Johnson moved to approve Case 2022-AR-05, 3200-3232 Lake Avenue, requesting an Appearance Review Certificate with the condition that scenario 2 bird glass as shown in the proposal is the type used on the building. The motion was seconded by Commissioner Castellano. Voting yes: Andric, Brill, Castellano, Johnson, Miller, Smith. Voting No: None. The motion carried.

Chair Smith went through the standards of review for sign variations and noted all applicable standards had been met.

Findings

The Commission finds that unique location along the Edens Expressway, the character of the building as the anchor of the shopping center, and the size of the building frontage is reason for granting the requested sign variations. The variations will not negatively impact the character and appearance of the shopping center.

Decision

Commissioner Johnson moved to recommend granting Case 2022-AR-05, 3200-3232 Lake Avenue, requesting sign variations to display more than one exterior wall sign along a single wall, a variation to install a sign on a canopy, and a wall sign coverage variation. Voting yes: Andric, Brill, Castellano, Johnson, Miller, Smith. Voting no: None. The motion carried.
Commissioner Johnson moved to authorize the chairman to approve the case report for the Village Board’s March 8 meeting. Commissioner Castellano seconded the motion. Voting yes: Andric, Brill, Castellano, Johnson, Miller, Smith. Voting no: none. The motion carried.
February 4, 2022

Appearance Review Commission
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Re: Request for Appearance Review Certificate and Sign Variations

Dear Members of the Appearance Review Commission,

On behalf of our client, Edens Plaza BB Owner LLC and Edens Plaza SC Owner LLC (“Petitioner”), the contract purchaser of the former Carson Pirie Scott building (“Wayfair Building”) and property in the Edens Plaza shopping center (“Subject Property”), we respectfully submit this request for: (1) an Appearance Review Certificate; and (2) variations from the applicable sign regulations set forth in Article 30-16 of the Zoning Ordinance and the Edens Plaza Local Sign Ordinance, Exhibit B of the Zoning Ordinance (“Local Sign Ordinance”). In support of (1) and (2), the Petitioner is providing the following letter as well as the appended design package (“Design Package”) describing the proposal for consideration by the Commission.

The Wayfair Building is more than 150,000 square feet, across two floors, and has been vacant since 2018. Petitioner has executed a lease with Wayfair to occupy the entire Building. The proposed Wayfair store would be among the first of Wayfair’s flagship brick and mortar retail stores, integrating the best of both online and in-person retail.

The Subject Property is zoned as part of the PCD-1 Edens Plaza Planned Commercial Development District (“PCD-1 District”) and is therefore subject to the Local Sign Ordinance in addition to the general sign requirements set forth in Article 30-16 of the Zoning Ordinance. For tenants occupying more than 100,000 square feet in the PCD-1 District, the Local Sign Ordinance permits one internally illuminated or backlit wall sign on each exterior wall, not to exceed 30 percent of the signable area. The Local Sign Ordinance also restricts the aggregate length of all letters in an individual sign to 65 feet, and each individual letter on the sign may not exceed eight feet.

Petitioner and Wayfair have worked to design an eye-catching building envelope that showcases Wayfair’s brand and that will be compatible with the design of the rest of the Edens Plaza shopping center. The Wayfair Building’s highly visible location, adjacent to the Edens Expressway, will draw shoppers into the shopping center with its inviting modern design.

Strict application of Article 30-16 and the Local Sign Ordinance would impose undue restrictions on a building that serves as the lynchpin of an effort to modernize the shopping center. Because
of the size of the Wayfair Building and its visibility from the expressway and from Lake Street and Skokie Boulevard, strict compliance with the applicable sign regulations would cause an undue hardship to the Petitioner in limiting its ability to attract and conduct business on the Subject Property.

The proposed signs are depicted in the appended Design Package as “Type 01,” “Type 02,” or “Type 03.” The Petitioner seeks the following four specific sign variations (“Variations”):

1. A variation from the Local Sign Ordinance to allow the installation of two signs on the east elevation of the Wayfair Building -- a Type 01 sign at the south end of the east elevation and a Type 03 sign above the main entrance.

2. A variation from the Local Sign Ordinance to permit the Type 03 sign on the eastern elevation to be a canopy-mounted sign, rather than an under-canopy sign.

3. A variation to allow two signs to be installed on the north elevation -- a Type 01 sign on the far west side of the north elevation and a Type 02 sign on the east side of the north elevation.

4. A variation to permit the Type 02 sign on the north elevation to exceed 30 percent of the signable area. The signable area for the location of the Type 02 sign is 270 square feet, which would result in an allowed area of 81 square feet; petitioner proposes to install a sign with a total sign area of 142 square feet, which would cover approximately 52% of the signable area.

I. Sign Variation Standards of Review

The ARC is authorized to recommend approval to the Village Board of sign variations when the standards of review are met, as set forth in Sec. 20-5.5.D of the Zoning Ordinance. The requested variations satisfy all of the standards of review in the Zoning Ordinance as set forth below.

1. Unusual Circumstances: A variation will serve to relieve the petitioner from an unusual difficulty due to the location, topography, or circumstances on the petitioner’s property, or a peculiar attribute existing on the neighboring property which directly affects the petitioner’s property.

The Edens Plaza shopping center presents unique and unusual circumstances for the property. The center was built by Carson Pirie Scott & Co. in 1956. At that time, few suburban department store and retail centers existed, and the Edens Expressway was a brand-new “superhighway.” The Wayfair Building, which has existed in substantially its current form for over 50 years, was designed to lure shoppers from the adjacent highway and from Skokie Boulevard. For decades, the Building has been adorned with Carson’s signs on the east and north elevations, both significantly larger than Petitioner’s proposed design.

The significance of the Wayfair Building’s visible location on a major highway should not be understated. Any design for the envelope of the Building must take into consideration the Building’s unique role as a gateway to Edens Plaza. Moreover, the Wayfair Building is the largest retail building in Wilmette. Petitioner and Wayfair took great care to propose a building envelope that would create visual interest, including using a variety of colors and textures to bring life into the formerly flat, unvaried façade. The Variations are necessary to achieve an aesthetically
pleasing, visually interesting, and highly visible exterior of the building, and to ensure that drivers passing by take notice of the new and exciting tenant at the heart of the shopping center.

2. **Character and Appearance:** A variation will be consistent in design and scale with other signs nearby, and will not alter the essential character of the commercial streetscape in the vicinity of the subject property.

The Wayfair Building has since its construction served as the fulcrum of the shopping center. The Variations ensure that the Building will continue to draw customers and will set the tone for the rest of the shopping center. As described in the appended Design Package, a bold, signature Wayfair retail building with attractive, appropriately-scaled signage is in character with the existing commercial streetscape within the shopping center and would be a continuation of the Building’s central role in Edens Plaza for the past decades.

3. **Not Self-Created:** The plight of the property owner was not created by the owner and denial of the variation will impose undue hardship or difficulty on the owner’s ability to conduct business on the subject property.

Edens Plaza has existed in substantially its current form for over 50 years, and the Wayfair Building has not been substantially modified since its most recent renovation in the 1990s. Petitioner is under contract to purchase the Subject Property from its current owner, Newport Capital Partners, which purchased the Wayfair Building and property in March 2019. Neither Petitioner nor Newport Capital Partners were responsible for the original construction of the Wayfair Building. The need for the Variations is due entirely to the size and visible location of the original structure. The Petitioner and Wayfair have worked very hard to limit the need for sign relief to the relatively minor relief represented by the requested Variations. The repurposing of an over 60-year-old, 150,000 square foot building for the specialized needs of Wayfair’s new brick-and-mortar operation is unique and the need for the Variations is not self-created.

4. **Health, Safety and Welfare:** A variation will not create a traffic or safety hazard and will not impair the utility of neighboring properties’ signage.

The Variations are designed to be eye-catching yet appropriately-scaled and understated, and will pose no risk to traffic or other safety hazards. The Variations represent a reduction in size from the existing Carson’s signs on the Building. They will not impair the utility of neighboring properties’ signage.

II. **Appearance Review Certificate Standards of Review**

The ARC is authorized to grant an appearance review certificate upon satisfaction of the standards of review adopted by the ARC. The proposed exterior renovations to the Wayfair Building, as described in the appended Design Package, satisfy all of the standards of review, as set forth below.

1. **All sides of a structure receive design consideration.**

All four elevations of the Wayfair Building will be renovated and updated with cladding, glass, porcelain tile, and metal finishes. The comprehensive redesign will utilize varied textures, materials, and contrasting colors to break up the formerly unvaried façade and create a sleek, inviting, and visually interesting building suitable for a Wayfair flagship store at the proposed location.
2. If the side or rear of the structure faces a street, a residential use, or a property located in a residential zoning district, the exterior materials used on the side or rear are comparable in character and quality to the exterior materials used on the facade of the structure.

The Wayfair Building is visible from the Edens Expressway, Skokie Boulevard, and Lake Street and has been specifically designed to be attractive and inviting on all four sides.

3. **Materials used in the construction and design of the structure are of durable quality.**

The materials used in the construction include glass fiber reinforced concrete (GFRC), a durable material frequently used in thin architectural cladding panels; metal panels and mesh; stucco; porcelain tile; and a glass façade. Material samples will be provided in person at the public meeting on February 23, 2022.

4. **Mechanical equipment is located or screened so as not to be visible from surrounding streets and properties.**

Consistent with existing conditions on the property, mechanical equipment will be located on the roof of the Wayfair Building within the existing mechanical penthouse and at ground elevation immediately adjacent to the Building along its west side (facing the exit ramp for the Edens Expressway). In either case, appropriate architectural and/or landscape screening has been provided to limit visibility from surrounding streets and properties.

5. **The scale and placement of the structure on the site is appropriate to the proportion of the site covered by the structure and the location of the structure in relation to its lot lines.**

The location of the Wayfair Building will not change, and multiple storefronts at the entrance to the Building will be demolished, to create a more open feel. The proposed design results in a modest increase in the calculated floor area by approximate 2,600 square feet through the addition of architectural cladding and overhanging elements (canopies, etc.), and no new occupiable space. The proposed design is appropriate for the Edens Plaza shopping center and consistent with the current building size on, and lot lines of, the property.

6. **Building design and placement must take into consideration natural grade conditions, existing vegetation, and other natural features.**

The Wayfair Building is located within a developed shopping center and is not surrounded by significant vegetation or significant natural features. Nevertheless, the majority of the vegetation that exists, such as landscaping and trees planted at the site, will be retained and/or augmented by the introduction of new planting as described in the Design Package. The placement of the Wayfair Building is unchanged.

7. **Excessive similarity or dissimilarity in design in relation to surrounding or adjoining structures is discouraged, including but not limited to building height, exterior materials, building mass, roof line, and architectural features.**

Wayfair, and its proposed architecture, will be at the core of the revitalization of Edens Plaza. WS’s goal aesthetically for the balance of the property will be to complement the new Wayfair store architecture by brightening the existing red brick facades with a more modern, simplified color palette – treating the brick with multiple tones of white washing/paint to break up the length
and scale of the buildings. WS’s internal design Studio team will evaluate final painting limits and exact color choices, and work with a local painting contractor to complete this work prior to the opening of the Wayfair store.

8. Design takes into consideration the relationship to the street and the pedestrian environment.

In response to resident and Village staff feedback regarding the proposed entrance and exit locations planned for the Wayfair Building, the proposal includes minor curb and parking layout modifications within the parking field north of the building, which will produce a raised pedestrian walkway designed to provide a safe and convenient passageway for patrons utilizing the parking available to the north of the Building. In addition to this walkway, the proposal also includes the relocation of several ADA-compliant parking spaces from the north side of the Wayfair Building to the east parking field. Aside from these minor changes, the balance of the Property will remain largely unchanged by the proposed building design with respect to its relationship to the street and the pedestrian environment.

9. Parking, storage, and refuse areas are located and screened so as not to negatively affect neighboring properties.

The trash, loading, and back-of-house area will be screened and located in the back of the Wayfair building, away from entrances and exits. This screened area abuts the exit ramp for the Edens Expressway and is not adjacent to any other retail property. Accordingly, loading, storage, and refuse will not negatively affect neighboring properties. The minor site plan modifications include removal of approximately 40 parking spaces to facilitate access to an additional loading dock and to provide for the pedestrian walkway within the north parking field. Aside from these minor changes, the design as proposed will retain required parking spaces sufficient to satisfy the requirements set by the Zoning Ordinance, and no other parking changes are anticipated.

10. Landscape is designed to maintain existing mature trees and shrubs to the maximum extent possible.

In addition to the new and augmented landscape proposed immediately adjacent to the Wayfair building, minor changes to the current existing landscaping within the parking fields are proposed in connection with the aforementioned curbing and parking layout changes. In completing these changes, existing mature trees, and other established landscaping will be maintained and/or transplanted to the maximum extent possible/feasible. WS also plans to introduce modest additional landscape elements proximate to the remaining existing buildings including vertical climbing plants where possible, and additional planters along the sidewalks. Planter selection and overall scope of work will be managed by WS’s internal Studio team. Plant material will borrow from the existing plant palette on property, but will be augmented with additional native plantings where possible based on input from a local consulting team and/or nursery/supplier.

11. Landscape provides an aesthetically pleasing design and, where applicable, provides for the screening of parking, storage, refuse, and utility areas from the street and adjacent residential properties.

Again, minor changes to the current existing landscaping as described above and within the Design Package are proposed. In addition to the landscape elements proposed immediately adjacent to the Wayfair building, Petitioner plans to advance design of planting(s) in connection

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with its effort to introduce additional landscape elements elsewhere on the Property, including modest additional plantings; (i) within existing landscape areas, (ii) in new/existing planter areas proximate to the existing buildings that may include vertical climbing plants where possible, and (iii) additional container plantings within the existing sidewalks. Container selection and overall scope of work will be managed by Petitioner’s internal Studio design team. Plant material will borrow from the existing plant palette on property, and will be augmented with additional native plantings where possible based on input from a local consulting team and/or nursery/supplier.

12. Selected plant materials shall be suitable to Wilmette’s climate and to their location on the site. The use of invasive species is prohibited. Invasive species shall be those included in the “Chicago Botanic Garden” list of “Invasive Plants in the Chicago Region.”

As noted previously, proposed plant material will borrow from the existing plant palette on property, and will be augmented with additional native plantings where possible and will be suitable to Wilmette’s climate based on input from a local consulting team and/or nursery/supplier. The prohibition against the use of invasive species is duly noted.

13. Parking areas are designed to achieve efficient traffic flow and minimize dangerous traffic movements.

As noted previously, minor site plan modifications include changes to the existing curbing and parking layout within the northern parking field and nearby the existing loading dock proposed to serve the Wayfair Building, and said modifications will result in the loss of some parking. Additionally, the parking area to the west of the Wayfair Building will be utilized for customer pickup, which will activate the western parking area, promoting efficient traffic flow. Aside from these minor changes, the design as proposed will retain required parking spaces sufficient to satisfy the requirements set by the Zoning Ordinance, and no other parking changes are anticipated at this time.

14. Signs are of the appropriate design, color and placement to the structure, site and adjoining properties, in terms of materials, height, setback from the street, and proportion.

Again, significant care was taken to design signs that are appropriate to the site, pleasing to the eye, and suitable for the Wayfair Building’s unique and highly visible location adjacent to the Edens Expressway and Skokie Boulevard.

15. Accessory structures, exterior lighting and fences, complement the overall structure and site design, in terms of materials, size, and architectural character.

The proposal includes the installation of some new exterior building and landscape lighting, which have been described in the Design Package. In addition, screening and fencing is proposed where appropriate. In each case, these elements complement the Wayfair Building and the overall Property in terms of materials, size, and architectural character.

16. For new two-unit dwellings, review is limited to whether or not the proposed structure maintains the external appearance of a single-family dwelling.

The Wayfair Building is not a residential building, so this standard does not apply.
The requested relief is consistent with all applicable criteria and standards for approval of the Sign Variations and issuance of the Appearance Review Certificate. Based on the information in this letter and the Design Package, we respectfully request that the Appearance Review Commission grant the Appearance Review Certificate and recommend that the Village Board approve the requested Variations.

Please contact my colleague Lucy Prather or me if you have any questions or require additional information. Thank you for your consideration of this request.

Sincerely,

Peter Friedman
**SIGNAGE**

**SIGN LOCATIONS**

**EAST ELEVATION**
- Need relief for more than one sign on an exterior wall
- Need relief to allow for installation of a canopy sign

**WEST ELEVATION**

**NORTH ELEVATION**
- Need relief for more than one sign on an exterior wall
- Need relief for Type 02 for exceeding signable area

**SOUTH ELEVATION**
- Signable area (15'-8" x 107'-8": 1,686 SF)
- Allowed area (30% of signable area = 505 SF)
- Proposed sign area (Type 01): 429 SF

**PROPOSED SIGN AREA (TYPE 03): 430 SF**

**SIGNABLE AREA**
- (15'-8" x 152'-0": 2,381 SF)
- Allowed area (30% of signable area = 714 SF)
- Proposed sign area (Type 02): 142 SF

**PROPOSED SIGN AREA (TYPE 01): 429 SF**

**SIGNABLE AREA**
- (15'-8" x 173'-7": 2,720 SF)
- Allowed area (30% of signable area = 816 SF)
- Proposed sign area (Type 03): 430 SF

**SIGNABLE AREA**
- (15'-8" x 54'-5": 1,695 SF)
- Allowed area (30% of signable area = 508 SF)
- Proposed sign area (Type 01): 429 SF
APPENDIX B. EDENS PLAZA LOCAL SIGN ORDINANCE

1. RELATIONSHIP TO ARTICLE 30-16.
   All provisions regulating signage as established by Article 30-16 of Chapter 20 [appendix A, Zoning Ordinance] of this Code shall apply to Edens Plaza except to the extent they are modified herein.

2. ALLOWABLE SIGNAGE.
   A tenant may erect the following signage based upon the square footage occupied:

   A. 100,000 square feet or more:
      1. One (1) internally illuminated or backlit wall sign on each exterior wall of the premises in which the tenant is located;
      2. The signable area on each exterior wall shall be as designated in Figure Appendix B-1: Tenant Occupying 100,000 Square Feet Or More; and
      3. The surface area of all signs including individual letters and logos shall not exceed thirty percent (30%) of the signable area, the aggregate length of all letters shall not exceed sixty-five (65) feet in width, and each individual letter of a sign may not exceed eight (8) feet in height.

   B. At least 17,500 square feet, but less than 100,000 square feet:
      1. One (1) internally illuminated wall sign on each exterior wall of the premises in which the tenant is located;
      2. The signable area on each exterior wall shall be as designated in Figure Appendix B-2: Tenant Occupying At Least 17,500 But Less Than 100,000 Square Feet; and
      3. The surface area of all signs including individual letters and logos shall not exceed thirty percent (30%) of the signable area, the aggregate length of all letters shall not exceed fifty-eight (58) feet in width, and each individual letter of a sign may not exceed four (4) feet in height;
      4. The sign shall be centered vertically within the signable area.

   C. At least 6,000 square feet, but less than 17,500 square feet:
      1. One (1) internally illuminated wall sign on each exterior wall of the premises in which the tenant is located;
      2. The signable area on each exterior wall shall be as designated in Figure Appendix B-3: Tenant Occupying At Least 6,000 Square Feet But Less Than 17,500 Square Feet; and
      3. The surface area of all signs including individual letters and logos shall not exceed twenty-five percent (25%) of the signable area, the aggregate length of all letters shall not exceed forty (40) feet in width, and each individual letter of a sign may not exceed thirty (30) inches in height;
      4. The sign shall be centered vertically within the signable area.

   D. At least 2,500 square feet, but less than 6,000 square feet:
      1. One (1) internally illuminated wall sign on each exterior wall of the premises in which the tenant is located;
      2. The signable area on each exterior wall shall be as designated in Figure Appendix B-4: Tenant Occupying At Least 2,500 Square Feet But Less Than 6,000 Square Feet; and
      3. The surface area of all signs including individual letters and logos shall not exceed twenty-five percent (25%) of the signable area, the aggregate length of all letters shall not exceed forty (40) feet in width, and each individual letter of a sign may not exceed thirty (30) inches in height.

   WALL MOUNTED: ALL WALL MOUNTED SIGNAGE TO BE FLUSH MOUNTED, INTERNALLY ILLUMINATED FACE-LIT LETTERING

   TRACK MOUNTED SIGN THAT ALLOWS SIGNAGE TO STAND IN FRONT OF THE CANOPY

   DESIGN INTENT CANOPY

   TYPE 01: FLUSH MOUNT ON THE WALL
   *SIGN AREA: 429 SF
   *AGGREGATE LENGTH OF ALL LETTERS: 64'-8" (65')

   TYPE 02: FLUSH MOUNT ON THE WALL
   *SIGN AREA: 142 SF
   *AGGREGATE LENGTH OF ALL LETTERS: 64'-8" (65')

   TYPE 03: FLUSH MOUNT ON THE WALL
   *SIGN AREA: 430 SF
   *AGGREGATE LENGTH OF ALL LETTERS: 64'-8" (65')

   TYPE 04: ON CANOPY
   *SIGN AREA: 82 SF
Recommendation: The Zoning Board of Appeals recommends granting a request for an approximately 3,000 square foot floor area and a 5.0’ height variation to permit the installation of new building overhangs, building cladding, and a clerestory to facilitate a new retail occupant (Wayfair) at 3232 Lake Avenue in accordance with the plans submitted.

Case Number: 2022-Z-13

Property: 3232 Lake Avenue

Zoning District: PCD-1, Planned Commercial District 1

Applicant: Edens Plaza SC Owner LLC and Edens Plaza BB Owner LLC

Nature of Application: Request for an approximately 3,000 square foot floor area and a 5.0’ height variation to permit the installation of new building overhangs, building cladding, and a clerestory to facilitate a new retail occupant (Wayfair)

Applicable Provisions of the Zoning Ordinance: Section 5.4 Section 11.3

Hearing Date: February 2, 2022

Date of Application: January 7, 2022

Zoning Board Vote: Chairman Reinhard Schneider Yes Brad Falkof Yes Didier Glattard Yes Christine Norrick Yes Ryrie Pellaton Yes Bob Surman Yes Maria Urban Yes


Report Prepared By: Lisa Roberts, AICP Assistant Director of Community Development Minutes transcribed by Gale Cerabona
Report Approved and Submitted By:

Chairman Reinhard Schneider

[Signature]

Chairman Reinhard Schneider Date

2/16/22
Description of Property

The Subject Property is Edens Plaza, located at the northwest corner of Lake Avenue and Skokie Boulevard. The property has approximately 612’ of frontage on Lake Avenue and approximately 1,330’ of frontage on Skokie Boulevard. The Edens Expressway borders the property to the north and west. The property is 19.72 acres in area. The property is improved with the Edens Plaza shopping center, which consists of four one- and two-story commercial buildings.

To the south are Westlake Plaza and Edens Bank, consisting of three commercial buildings, zoned PCD-3, Planned Commercial District 3. To the east are the Chalet Nursery and Garden Shop and an office building zoned OR, Office Research. Also to the east are the Skokie Valley Baptist Church and single-family residences zoned R1-A, Single-Family Detached Residence.

Proposal

The petitioners are seeking to renovate the existing vacant building most recently occupied by Carsons to accommodate a Wayfair flagship store.

To accomplish this the petitioner would demolish the four commercial spaces on the east wall of the vacant Carson’s structure, relocate the main entrance slightly to the north and engage in substantial overall facade definition and renovation through the addition of cladding and corner glazing on the exterior of the structure. The façade improvements to the structure will result in a net addition of approximately 3,000 square feet. Because the Zoning Ordinance limits total non-office floor area on the Edens Plaza site to the existing building size (348,425 square feet), a floor area variation of 3,000 square feet is necessary.

The petitioners propose to install a new clerestory/glazed glass skylight on the roof. The clerestory will measure approximately 50’ by 50’ and extend approximately 22 feet above the adjacent existing flat roof surface to a height 60’. Because the Zoning Ordinance limits the height of the principal structure to 55’, a 5.0’ height variation is required for the clerestory.

In 2006, a floor area variation of 4,788.87 square feet was granted to add a mezzanine to the Fresh Market store. In 2016, a floor area variation to permit the construction of two one-story additions outside of Carson’s was approved but the project was not built.

Other site work proposed by the applicant includes revisions to the loading dock area, and the addition of a pedestrian promenade/walkway to better connect the north parking lot to the new Wayfair store. This work is conforming and is being reviewed by the Appearance Review Commission.

Modifications to the loading dock area and modifications to the parking lot for the pedestrian walkway will result in the loss of approximately 30 parking spaces. The parking requirements for the shopping center are 1 per 3,000 square feet gross leasable area and the proposed parking reduction is conforming to the current parking requirements.
The project had preliminary appearance review by the Appearance Review Commission (ARC) on January 24, 2022. The next date for appearance review is February 7, 2022.

Site Plan Review Comments

The Site Plan Review Committee has reviewed the plans and notes the following comments:

1. The Village and the applicant will be reviewing parking and traffic plans. Through the Village’s Site Plan Review process, the applicant will be required to address any issues raised by that review.
2. The following permits shall be obtained prior to demolition/construction: Grading, Right-of-way, Dumpster (if applicable), and MWRDGC (if applicable).
3. All utilities must follow Village of Wilmette standards.
4. The proposed additions and any exterior remodeling, signage, and landscaping must be reviewed by the Appearance Review Commission.
5. Any lighting provided for the site must not exceed 0.5 foot-candles at the lot line. Steps shall be taken to minimize glare from such lighting to the maximum extent practicable, such as by orienting the lights away from abutting properties. An illumination plan must be submitted showing the foot-candles at the lot lines.
6. Resolution 90-R-33 states that as a matter of Public Policy, the Village does not favor sodium vapor lights and directs the Appearance Review Commission to discourage the use of these lights in exercising their functions under Section 20-4.9 of the Village Code.

Other Requests at the Subject Property

3232 Lake Avenue Case 2018-Z-38 ZBA: Grant VB: Granted
Request for a special use for a medical clinic, large to permit a pediatric center

3232 Lake Avenue Case 2016-Z-24 ZBA: Grant VB: Withdrawn
Request for a special use for a limited service restaurant (Chipotle Mexican Grill)

3232 Lake Avenue Case 2016-Z-01 ZBA: Grant VB: Granted
Request for a 14,727.11 square foot (1.7%) total floor area variation to permit two one-story additions (Note: these additions were not built)

3232 Lake Avenue Case 2010-Z-29 ZBA: Grant VB: Granted
Request for a limited service restaurant special use and a 15 space parking variation to permit a limited service restaurant (Five Guys)

3232 Lake Avenue Case 2006-Z-28 ZBA: Grant VB: Granted
Request for a 4,788.87 square foot (0.56% of lot area – 1.39% of permitted area) total floor area variation and a 23 space parking variation to permit the expansion of the Edens Plaza Shopping Center to accommodate the establishment of a grocery store (Fresh Market) on the property

3232 Lake Avenue Case 2005-Z-57 ZBA: Grant VB: Granted
Request for a special use to allow the establishment of a limited service restaurant (ice cream shop)
Case 2022-Z-13
3232 Lake Avenue

Request for a special use to allow the establishment of a fast-food restaurant (Ranch 1 chicken sandwiches), a variation to allow a fast-food restaurant within 300’ of another fast-food restaurant and a 7 space parking variation

3232 Lake Avenue Case 2003-Z-13 ZBA: Grant VB: Granted

Request for a fourteen space parking variation to allow the establishment of a restaurant

3232 Lake Avenue Case 2001-Z-26 ZBA: Grant VB: Granted

Request for a one space parking variation, a variation to allow a fast-food restaurant to be located within 300' of another fast-food restaurant and a special use to establish and operate a fast-food restaurant

3232 Lake Avenue Case 2001-Z-13 ZBA: Grant VB: Granted

Request for a special use to allow the installation of a personal wireless telecommunications facility.

3232 Lake Avenue Case 1998-Z-05 ZBA: Grant VB: Granted

Request for a special use to allow the establishment of a fast food/carry-out restaurant (Provence Market)

3232 Lake Avenue Case 1997-Z-67 ZBA: Grant VB: Granted

Request for a special use to permit outdoor seating accessory to a restaurant and an 8 space parking variation to permit outdoor dining (La Madeleine Restaurant)

3232 Lake Avenue Case 1994-Z-38 ZBA: Grant VB: Granted

Request for a special use to permit the operation of three fast food restaurants and a variation to allow three fast food restaurants within 300’ of each other

3232 Lake Avenue Case 1994-Z-67 ZBA: Grant VB: Granted

Request for a special use to permit outdoor seating accessory to a restaurant and an 8 space parking variation to permit outdoor dining (La Madeleine Restaurant)

3232 Lake Avenue Case 1993-Z-56 ZBA: Grant VB: Granted

Request for a special use to allow the installation of a personal wireless telecommunications facility.

Zoning Ordinance Provisions Involved

Section 5.4 outlines the variation procedures.

Section 11.3 references Table 11-2, which limits the floor area ratio to 0.4 plus 70,000 square feet
of floor area for office space associated with a development and limits building height to 55.0’.

**Action Required**

Move to recommend granting a request for an approximately 3,000 square foot floor area and a 5.0’ height variation to permit the installation of new building overhangs, building cladding, and a clerestory to facilitate a new retail occupant (Wayfair) at 3232 Lake Avenue in accordance with the plans submitted.

(After the vote on the request)
Move to authorize the Chairman to prepare the report and recommendation for the Zoning Board of Appeals for case number 2022-Z-13.

**CASE FILE DOCUMENTS**

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<tr>
<th>Doc. No.</th>
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<tr>
<td>1.0</td>
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<td>Site Landscape Plan</td>
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<tr>
<td>1.28</td>
<td>Enlarged Landscape Plan – Near Building</td>
</tr>
</tbody>
</table>
Written Correspondence and Documentation

2.0 Completed application
2.1 Letter of application
2.2 Proof of ownership
2.3 Notice of public hearing as prepared for the petitioner, January 11, 2022
2.4 Notice of public hearing as published in the Wilmette Life, January 13, 2022
2.5 Certificate of publication
2.6 Certificate of posting, dated January 18, 2022
2.7 Affidavit of compliance with notice requirements, filed by applicant, January 18, 2022

3.0 COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Mr. Peter Friedman, attorney
Elrod Friedman LLP
325 N LaSalle Street, Ste 450
Chicago, Illinois  60654

3.12 Mr. Luigi Franceschina, architect
Gensler Architects
11 E Madison Street, Ste 300
Chicago, Illinois  60602

3.2 Summary of presentations

3.21 Ms. Roberts said this is a request for an approximately 3,000 square foot floor area and a 5.0’ height variation to permit the installation of new building overhangs, building cladding, and a clerestory to facilitate a new retail occupant (Wayfair). The Village Board will hear this case on February 22, 2022.

3.22 Mr. Friedman said this is part of the entitlement process for the revitalization of Edens Plaza. WS Development is under contract to purchase the entire Edens Plaza property. It also has entered into a lease with Wayfair, which will occupy the entire building that was formerly Carson Pirie Scott. They previously appeared before the Village Board for a preliminary review. They were pleased with the encouragement of the Board. On January 24, 2022, they also met with the Appearance Review Commission/ARC regarding exterior remodeling, landscaping, and signage. A formal presentation will take place before the ARC on February 7, 2022, and, if necessary, also on February 23, 2022. Due to timing issues for the acquisition of the
property, the plan is to appear before the Village Board no later than March 7, 2022, for all final zoning approvals.

The presentation to the Zoning Board includes distinct and important elements of those approvals. The hope is to approve two limited variations. One is a height variation of no more than 5’ so Wayfair may install a new clerestory (lower than the mechanical rooftop enclosure and virtually not visible to all vantage points) to create a central hub within the store as well as a glazed skylight. The other is to allow a net additional floor area/FAR of approximately 3,000 square feet. This would bring the total FAR to .4091 from the otherwise required .4 or .9% overage. The increase is not to add new space to occupy but rather to conform to Wayfair’s modernization which is the result of the new cladding overhang awning that are part of the proposed improvements to the building. The Zoning Code defines these be included in FAR even though these are not occupied spaces.

The Village approved approximately 9,900 square feet in 2016 as part of the prior owner’s proposed construction of two single-story additions on the north side of the building which were never built. Tonight’s FAR request is less than one-third of that previous request’s approval. The entire team has great respect for the PCD-1 zoning district that was created for this property. Variance requests have been minimized.

3.23 Mr. Franceschina offered a PowerPoint presentation:
- the goal is to develop an architectural solution that represents Wayfair’s brand and enhance the current building
- intend to bring more light and visibility into the space
- site plan, elevations were shown
- at the front door of the store, four retail spaces (units 8, 9, 10, and 11) exist. The plan is to eliminate the area that’s associated with these units in order to create a grander entry plaza and parking.
- future improvements include:
  - removal and creation of the outdoor plaza
  - addition of proposed cladding to the existing closure of the building
  - architectural treatments will be applied to the existing shell of the building; minimizing reconstruction
  - new glazed openings at the corner and other strategic areas of the façade
  - in the middle of the footprint, a two-story atrium space will be created to bring light in and pair with the clerestory; vertical circulation with escalators and elevators; a gathering space
  - landscaping
  - views from the exit ramp of the Edens Expressway were displayed
  - existing mechanical equipment was shown
  - gable and roof are over the central atrium space
- a diagram of the FAR was highlighted (demolition of overhang and retail spaces, proposed addition of cladding which extends the envelope of the perimeter of the building); overall reduction of existing area results in 6,230 square feet. The proposed added area is 8,830 square feet with a net addition of approximately 2,600 for the current design. A 3,000 square foot addition is requested.
3.24 Chairman Schneider asked how much area the cladding adds.

Mr. Franceschina said the cladding adds about 6,200 square feet.

3.25 Mr. Glattard asked about the note on the floor plan indicating building area not in the scope of the project.

Mr. Franceschina said that refers to where the Wayfair space connects to the rest of the shopping center buildings. That building is not part of Wayfair’s space.

3.26 Mr. Falkof clarified that regarding the 2,600 square-foot variance, it is all awning. Mr. Franceschina said it is all awning and cladding, not occupied space. He explained this counts as FAR.

3.27 Mr. Surman asked if the additional cladding is being added to create the design.

Mr. Franceschina concurred.

3.28 Ms. Urban asked if Wayfair has other brick and mortar locations in existence.

Mr. Franceschina said this is part of the initial round of stores under development. This would be one of the first stores in the country to be built at this scale.

Mr. Franceschina explained the cross section of the building — the front door, the 55-56 square-foot atrium, The peak of the roof is 3’6”. The desire is to maximize light into the space.

3.29 Chairman Schneider said, at the parking lot to the north of the site plan, a landscape/sidewalk area is created perpendicular to the building. He thought it would lead to an entrance but it does not. He asked what the rationale was for that.

Mr. Franceschina said the intent is to enhance the parking feel and make the northern part of the parking more accessible to the Wayfair store. It is driven by the interior retail experience; making the exterior walkway enhanced.

3.30 Mr. Falkof asked if there is a loading dock.

Mr. Franceschina indicated the west side of the building. There will be a series of numbered spaces where customers will receive their merchandise.

3.31 Mr. Pellaton said the parking requirements have dramatically changed since the shopping center was redeveloped in 1993. There was one parking space for every 200 square feet of retail space, and now there is one parking space for every 3,000 square feet of retail space. [Editing note: the current parking requirement is 3 per 1,000 square feet GLA]. The parking area has been reduced by 53 spaces over the years to its current configuration. He asked if there is a concern about having enough parking area to service the store as well as for the other stores and offices in the
Mr. Franceschina said they are not concerned as they know what the needs are. He said one parking space per 3,000 square feet of retail space is the industry standard.

3.32 Mr. Glattard stated a lot of parking is not needed for a larger department store. He asked, if the building were painted and not extended out, that the variance wouldn’t be needed.

Mr. Franceschina concurred.

3.44 There was no one in the audience to speak on this case. There was no additional communication on this case.

5.0 VIEWS EXPRESSED BY MEMBERS OF THE ZONING BOARD OF APPEALS

5.1 Mr. Pellaton said he is glad to see an occupant for this space. He had hoped for something more than a single store but is happy that WS and Wayfair are investing in the area.

There are reasons for the variance to the FAR. It is a de minimis request; won’t make a difference to anybody. He will support this.

5.2 Mr. Glattard said he was once a real estate developer for Walgreens. He remembers getting beat up by Zoning Boards and joked about being on the other side now. In this case, usable space is actually being taken away; reducing the amount of space on the site plan and adding cladding. He will support this.

5.3 Mr. Falkof said he fully supports this. These are small requests for a large project.

5.4 Ms. Norrick said she agreed. They are very minor changes. She will support this.

5.5 Mr. Surman said this is less than 1% of the area of the whole building. It’s a big improvement; well-done design. He is happy the rest of the center will undergo a refresh as well and supports this.

5.6 Ms. Urban concurred and commented that Wilmette could begin to establish branding for brick and mortar locations. She is excited to see this come to fruition.

5.6 Chairman Schneider concurred the requests are de minimis. The 5’ height variation is much less than the HVAC enclosure on the rooftop. He wishes everyone the best and supports this.

6.0 DECISION

6.1 Mr. Pellaton moved to recommend granting a request for an approximately 3,000 square foot floor area and a 5.0’ height variation to permit the installation of new building overhangs, building cladding, and a clerestory to facilitate a new retail center.
occupant (Wayfair) at 3232 Lake Avenue in accordance with the plans submitted.

6.11 Mr. Glattard seconded the motion, and the vote was as follows:

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<tr>
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<th>Vote</th>
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<tr>
<td>Chairman Reinhard Schneider</td>
<td>Yes</td>
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<tr>
<td>Brad Falkof</td>
<td>Yes</td>
</tr>
<tr>
<td>Didier Glattard</td>
<td>Yes</td>
</tr>
<tr>
<td>Christine Norrick</td>
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<tr>
<td>Ryrie Pellaton</td>
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<tr>
<td>Bob Surman</td>
<td>Yes</td>
</tr>
<tr>
<td>Maria Urban</td>
<td>Yes</td>
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Motion carried.

6.2 Mr. Surman moved to authorize the Chairman to prepare the report and recommendation for case number 2022-Z-13.

6.21 Mr. Falkof seconded the motion, and the vote was as follows:

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<td>Yes</td>
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<td>Maria Urban</td>
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Motion carried.

7.0 FINDINGS OF FACT UPON WHICH DECISION WAS BASED

The Zoning Board of Appeals finds that the request meets the variation standards of Section 5.4.F of the Zoning Ordinance. The particular physical conditions of the property, the PCD-1 designation that limits the floor area to what it was at construction, imposes upon the owner a practical difficulty. The plight of the owner was not created by the owner and is due to unique circumstances. Those unique circumstances include the uniqueness of the property and the changing nature of shopping. The difficulty is peculiar to the property in question. The Edens Plaza shopping center is a unique use in the Village. The proposed elements do not add floor space that will be occupied, thus not adding to the intensity of use of the space and the property. The modifications will allow the applicant to promote their business, which will contribute to the goal of having a strong tax base for the Village and providing desired commercial services to residents. The proposed floor area variation will not impair an adequate supply of light and air. The proposed modifications conform to the setback requirements and will not negatively impact any other tenants or uses. The variation if granted will not alter the essential character of the neighborhood. The proposed clerestory addition is in the center of the building and will be substantially hidden from view from most points on and off the property.
8.0 RECOMMENDATION

The Zoning Board of Appeals recommends granting a request for an approximately 3,000 square foot floor area and a 5.0’ height variation to permit the installation of new building overhangs, building cladding, and a clerestory to facilitate a new retail occupant (Wayfair) at 3232 Lake Avenue in accordance with the plans submitted.
PLANNING STRATEGY
ELEVATIONS & EXTERIOR MATERIALS

SOUTH ELEVATION

MATERIAL SCHEDULE
MT-01  EXTERIOR CEMENT PLASTER
MT-02  PORCELAIN TILE
MT-03  ALUMINUM FRAMED, GLAZED STOREFRONT SYSTEM
MT-04  METAL PANEL WITH CUSTOM, BACK-LIT PERFORATED PATTERN
MT-05  CUSTOM FORMED ALUMINUM PANEL
MT-06  ROOFTOP EQUIPMENT SCREENING
MT-07  METAL STANDING SEAM ROOFING
MT-08  EXTERIOR PAINT
MT-09  BRICK TO MATCH EXISTING MALL FACADE, PAINTED
MT-10  ALUMINUM CANOPY
ELEVATIONS & EXTERIOR MATERIALS

MT-01 EXTerior cement plaster
MT-02 Porcelain tile
MT-03 Aluminum framed, glazed storefront system
MT-04 Metal panel with custom, back-lit perforated pattern
MT-05 Custom formed aluminum panel
MT-06 Rooftop equipment screening
MT-07 Metal standing seam roofing
MT-08 Exterior paint
MT-09 Brick to match existing mall facade, painted
MT-10 Aluminum canopy

EAST ELEVATION
PLANT LIST

TREE
- Patriot American Elm
  (Ulmus p)  

DECIDUOUS SHRUBS / PERENNIALS
- Karl Foerster Feather Reed Grass
  (Calamagrostis x acutiflora "Karl Foerster")
**PLANNING STRATEGY**

**PROPOSED PLANT IMAGES**

**TREE**
- Patriot American Elm
  
- *Ulmus patriot*

**EVERGREEN EDGE**
- Buxus Green Mound Boxwood
  
- *Boxwood, Green Mound*

**DECIDUOUS SHRUBS / PERennials**
- Artic Fire Red-Osier Dogwood
  
- *Cornus stolonifera*

- Karl Foerster Feather Reed Grass
  
- *Calamagrostis x acutiflora 'Karl Foerster'*

**VINE**
- Trumpet Honeysuckle
  
- *Ulmus patriot*

**Dwarf Ninebark**
- *Physocarpus opulifolius 'Nanus'*

**Gro-Low Fragrant Sumac**
- *Rhus aromatica 'Gro-Low'*
January 10, 2022

Zoning Board of Appeals
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Re:  Request for Building Height Variation and FAR Variation

Dear Members of the Zoning Board of Appeals,

On behalf of our client, Edens Plaza BB Owner LLC and Edens Plaza SC Owner LLC ("Petitioner"), the contract purchaser of the former Carson Pirie Scott building ("Wayfair Building") and property in the Edens Plaza shopping center ("Subject Property"), we respectfully submit this request for variations from the applicable maximum building height and maximum floor area regulations set forth in the Village of Wilmette Zoning Ordinance.

The Wayfair Building is more than 150,000 square feet, across two floors, and has been vacant since 2018. Petitioner has executed a lease with Wayfair to occupy the entire Building. The proposed Wayfair store would be among the first of Wayfair’s flagship brick and mortar retail stores, integrating the best of both online and in-person retail.

The Subject Property is zoned as part of the PCD-1 Edens Plaza Planned Commercial Development District ("PCD-1 District"). The maximum FAR in the PCD-1 District is 0.4, plus 70,000 square feet of floor area for office space associated with a development. The maximum allowable floor area, excluding floor area for related office space, is approximately 343,653 square feet. In 2006, the Village granted a variation to a prior owner of the Subject Property to permit a floor area increase of 4,788.87 square feet, for a total of approximately 348,442 square feet.

The Petitioner now seeks to renovate the existing buildings to accommodate Wayfair’s unique flagship concept. Specifically, the Petitioner seeks to demolish four commercial spaces on the east wall of the Wayfair Building, totaling approximately 6,200 square feet; relocate the main entrance slightly to the north to improve ingress and egress; and engage in substantial overall façade definition and renovation through the addition of cladding and corner glazing on the exterior of the Wayfair Building (collectively, "Exterior Renovations").

Additionally, the Petitioner seeks to install a new clerestory to create a central hub within the store and to install a glazed glass skylight ("Clerestory"). The Clerestory will measure approximately 50 feet on each side and will extend approximately 22 feet above the adjacent existing flat roof surface. The height of the Clerestory will cause the building to exceed the maximum principal building height in the PCD-1 district by approximately 3 to 5 feet. The Exterior Renovations and the addition of the Clerestory will add approximately 3,000 square feet...
of net additional floor area to the Subject Property, which would bring the total floor area of the Subject Property to approximately 351,442 square feet, for a total FAR of 0.4091. The additional estimated 3,000 square feet would be just a 0.9% increase over the existing floor area on the Property.

In 2016, the Village granted a variation from the maximum FAR to a prior owner of the Subject Property to permit two single-story additions to the northern elevation of the Wayfair Building. These variations would have added 9,938.24 square feet and would have resulted in a FAR of 0.417. The proposed additions were never constructed. The Petitioner here submits this comparatively modest request for an additional approximately 3,000 square feet of floor area and a resulting FAR of 0.4091.

The Zoning Board of Appeals is authorized to recommend approval to the Village Board of a variation within any zoning district when the standards of review are met, as set forth in Sec. 30-5.4(f) of the Zoning Ordinance. The requested height variation for the Clerestory and the requested floor area variation for the Clerestory and Exterior Renovations satisfy all of the applicable standards of review set forth in the Zoning Ordinance and as set forth below.

1. The particular physical conditions, shape or surroundings of the property would impose upon the owner a practical difficulty or particular hardship, as opposed to a mere inconvenience, if the requirements of this Ordinance were strictly enforced.

The Edens Plaza shopping center was built by Carson Pirie Scott & Co. in 1956. Its design and architectural style reflect its history as a ground-breaking suburban department store and retail space. The retail experience has changed significantly since 1956, and with the advent of online shopping and remote retailers Edens Plaza has struggled to maintain its tenancy in recent years. The introduction of a flagship Wayfair location into this historic space will modernize Edens Plaza for a new century. Further, the Wayfair Building currently exists and repurposing it from a 1950s-style retail establishment to a modern, state-of-the-art facility presents challenges and requires some flexibility from existing zoning regulations.

FAR: The Exterior Renovations provide significant upgrades to the exterior of the building, improve the flow of shoppers into and out of the building, and are essential elements of Wayfair's branding. The Exterior Renovations and the addition of the Clerestory do not represent an attempt to materially increase the overall size of the building. However, due to the definition of floor area in the Zoning Ordinance the Exterior Renovations and Clerestory must be counted in the calculations.

Height: The Wayfair store is designed to create a unique shopping experience that combines the best of in-person and remote retail, and incorporates unique offerings such as personalized design consultation, food and beverage, and other immersive, engaging features. The Clerestory will significantly improve the shopping experience within the Building and will provide a focal point within the store, creating a central hub for the Wayfair shopping experience. The Clerestory is a critically important architectural feature for the modernization of the Wayfair Building and Edens Plaza.

2. The plight of the property owner was not created by the owner and is due to unique circumstances.

Edens Plaza has existed in substantially its current form for over 50 years, and the Wayfair Building has not been substantially modified since its most recent renovation in the 1990s.
Petitioner is under contract to purchase the Subject Property from its current owner, Newport Capital Partners, which purchased the Wayfair Building and property in March 2019. Neither Petitioner nor Newport Capital Partners were responsible for the original construction of the Wayfair Building. The need for the variations to allow for the Exterior Renovations and Clerestory is due entirely to the materials, location, and height of the original structure. The Petitioner and Wayfair have worked very hard to limit the need for zoning relief to the relatively minor relief represented by the height and floor area variation requests. The repurposing of an over 60-year-old, 150,000 square foot building for the specialized needs of Wayfair’s new brick-and-mortar operation is unique.

3. The difficulty or hardship is peculiar to the property in question and is not generally shared by other properties classified in the same zoning district and/or used for the same purposes. This includes the need to accommodate desirable existing site landscape or reflect unique conditions created by the age and character of the property.

Edens Plaza is the only property in the Village that is zoned in the PCD-1 Zoning District. The difficulties and hardships related to complying with the existing PCD-1 regulations while repurposing the anchor space at the Center are not shared by any other properties in the Village.

FAR: The Wayfair Building is nearly 45 percent of the shopping space within Edens Plaza and is unique due to its visibility from the Edens Expressway. Additionally, the Wayfair Building is located within the PCD-1 District, which was created specifically for the Edens Plaza shopping center. The Wayfair Building size, its age, its visibility, and its history as a flagship store are distinct from any other structure within the geographic area, the PCD-1 District, or Wilmette’s commercial centers. The Exterior Renovations are therefore uniquely necessary to establish the Subject Property as a flagship Wayfair store.

Height: The Clerestory addresses the unique conditions of the Wayfair Building to bring this historic retail box into the 21st century. It is likely that if the Wayfair Building was being rebuilt from the ground up the height variation would be avoidable. But the Clerestory is a critical architectural element of the new Wayfair concept and the current height of the existing building makes a height variation necessary in order to incorporate the Clerestory. The innovative Wayfair store concept includes a central Marketplace, which will be framed by the natural light coming through the Clerestory, as well as design consultation services, food and beverage options, and other attractive features to create an immersive shopping experience. The Clerestory is a unique design feature and is needed to modernize the existing facility.

4. The difficulty or hardship resulting from the application of this Ordinance would prevent the owner from making a reasonable use of the property. However, the fact the property could be utilized more profitably with the variation than without the variation is not considered as grounds for granting the variation.

The strict application of the Zoning Ordinance would prevent Petitioner and Wayfair from redeveloping the Wayfair Building for the desired use as one of the Wayfair flagship stores. Edens Plaza has seen multiple valued retailers vacate the shopping center in recent years and has struggled with high rates of vacancy. Renovating the central retail space to house a nationally recognized, modern brand will create additional interest and facilitate efforts to re-tenant other retail spaces within the Plaza. The Exterior Renovations and the Clerestory will restore Edens Plaza to a leading retail destination on the North Shore and ensure that the shopping center’s flagship store is modernized to compete in today’s retail environment.
5. The proposed variation will not impair an adequate supply of light and air to adjacent property or otherwise injure other property or its use, will not substantially increase the danger of fire or otherwise endanger the public health, safety and welfare, and will not substantially diminish or impair property values within the neighborhood.

The Exterior Renovations and the Clerestory will make no change to the existing supply of light or air to the surrounding properties and will improve the supply of natural light in the Wayfair Building. Re-cladding the building will improve the look and feel of the Edens Plaza shopping center and will not increase the risk of fire or pose any risk to public health, safety, and welfare. The Exterior Renovations and the Clerestory will modernize the Center and will have no deleterious effect on the values of the properties surrounding the Subject Property.

6. The variation, if granted, will not alter the essential character of the neighborhood and will be consistent with the goals, objectives and policies set forth in the Comprehensive Plan.

The PCD-1 District was created to house a somewhat intense, mixed-use development that is unified in design and can accommodate a flexible mix and scale of uses in a single development project. The PCD-1 District was created specifically for the Edens Plaza property. The variations, if granted, will further these goals by enabling a comprehensive upgrade of the Subject Property and by bringing new tenants and new uses into the Edens Plaza site.

The requested relief is consistent with all applicable criteria and standards for approval of the floor and height variations. Based on the foregoing, we respectfully request that the Zoning Board of Appeals recommend that the Village Board approve the requested variations.

Please contact my colleague Lucy Prather or me if you have any questions or require additional information. Thank you for your consideration of this request.

Sincerely,

[Signature]

Peter Friedman
NOTICE OF PUBLIC HEARING
Notice is hereby given that on
Wednesday, February 2, 2022
at 7:00 P.M., the Zoning Board
of Appeals of the Village of
Wilmette will conduct a public
hearing in the Council Cham-
ers of Village Hall, 1200 Wil-
mette Avenue, Wilmette, Illinois
when matters listed below will
be considered:

2022-Z-10 515 Greenleaf Av-
ue

A request by Steve and Char-
main Later for a 5.25' side yard
generator setback variation and
a 9.83 decibel sound variation
to permit the installation of an
emergency standby generator
on the property identified as
Property Index Number 05-34-
217-000-0000.

2022-Z-11 1519 Washington
Avenue

A request by Andrew Venamore,
Mach 1, for a 934.94 square foot
(11.69%) total floor area vari-
tion to permit the construction
of detached two-car garage on
the property identified as Prop-
erty Index Number 05-33-210-
006-0000.

2022-Z-12 2500 Kenilworth Av-
ue

A request by John Reilus for a
2.0' fence height variation and
fence openness variation to
permit the replacement of a
6.0' tall solid fence in a side yard
adjoining a street on the prop-
erty identified as Property Index
Number 05-22-208-006-0000.

2022-Z-13 3232 Lake Avenue

A request by Edens Plaza SC
Owner LLC and Edens Plaza BB
Owner LLC, for an approximately
5' height variation to permit the
construction of a clerestory
window and an approximately
3,000 square foot floor area
variation to permit the installa-
tion of new building overhangs,
building cladding, and the clere-
story on the vacant Carson Pirie
Scott building for the purpose
of occupancy by Wayfair on the
property identified as Property
Index Numbers 05-30-405-019-
0000, 05-30-405-020-0000 and
05-30-405-021-0000.

Reinhard Schneider, Chairman
Rynie Feltman
Bob Surman
Didier Glattard/Maria Urban
Christine Norick

(Constituting the Zoning Board
of Appeals of the Village of Wil-
mette, Illinois)

If you are a person with a dis-
ability and need special accom-
modations to participate in and/ 
or attend a Village of Wilmette
public meeting, please notify the
Village Manager’s Office at (847)
853-7510 (TDD (847) 853-7634)
REQUEST FOR BOARD ACTION

AGENDA ITEM 3.7

Zoning Board of Appeals

SUBJECT: 200 Skokie Blvd.- Murray Bros. Caddyshack Restaurant

MEETING DATE: March 8, 2022

FROM: Michael Braiman, Village Manager
       John Adler, Community Development Director

BUDGET IMPACT: None

Recommended Motion
Move to adopt Ordinance #2022-O-21, Zoning Board of Appeals Report, Case #2022-Z-14, 200 Skokie Boulevard, regarding a request for a special use to operate a full service restaurant in excess of 5,000 square feet to permit the operation of Murray Bros. Caddyshack Restaurant in accordance with the plans submitted. The use shall run with the use.

Background
The Zoning Board of Appeals (ZBA) held a public hearing on February 16, 2022 to consider a special use application for Murray Bros. Caddyshack Restaurant at the former Bakers Square site. The ZBA unanimously recommended approval of the application without any conditions.

Discussion
Since the ZBA’s recommendation, Village Staff and President Plunkett have met with neighbors who have expressed concern with the impact of the restaurant’s operations on their properties. To mitigate these concerns, which generally are focused on noise, hours of operation, lighting and parking, staff is recommending that the following conditions be adopted as part of a special use approval.

Fencing
The applicant must submit an application for a fence height variation to install an 8’ privacy fence along the eastern portion of the property (a 6.5’ fence is allowed by right). If approved by the Village Board, the applicant must install the fence prior to being issued a Certificate of Occupancy.
**Lighting**

The monument sign along Skokie Boulevard, and any other signage, may only be lit during the approved hours of operation.

**Parking**

To prevent overflow parking from impacting residential streets, the Village Manager may require the applicant to maintain offsite parking for employees and valet service as necessary. Note: The applicant has indicated they are working on agreements with nearby commercial properties for such parking.

Employees and valet service will be prohibited from parking on residential streets per the Ordinance and additional parking mitigations are available if necessary which includes the ability to institute resident only parking along Sunset Avenue should patrons or employees park on that block. Staff does not anticipate this will be necessary with the recommended offsite parking condition.

**Hours of Operation**

The applicant has requested the following hours of operation as a condition of the special use:

1. The restaurant may only seat customers or serve any food or drinks to customers during the following times:

   a. Weekdays (Sunday through Thursday) – from 7:00 am to 10:00 pm
   b. Weekends (Friday, Saturday) – from 7:00 am to 11:00 pm
   c. When otherwise permitted by the Village Manager which shall be no less than five time per year
      i. When authorized, the restaurant would be able to remain open consistent with the hours allowed by the liquor license (the applicant has not yet applied for a liquor license but for reference a license consistent with other full service restaurants in Wilmette would allow them to be open until 12am on weekdays and 1am on Friday/Saturday)

2. No customer shall be allowed to enter or remain in the outdoor seating area except during the times listed as follows:

   a. Weekdays (Sunday through Thursday) – from 7:00 am to 9:30 pm
   b. Weekends (Friday, Saturday) – from 7:00 am to 10:30 pm

Staff is recommending that amplified sound such as speakers and televisions be prohibited in general outdoors, including the outdoor dining area along Skokie Boulevard.

Additionally, staff is recommending a condition for the garage doors that open towards Skokie Boulevard and Old Glenview Road which would grant the Police Chief the authority to work with the restaurant to mitigate any noise problems and should problems persist require the doors be closed at 10pm on weekdays and 11pm on weekends until such time that proper mitigations are put in place.
Note: As the applicant is proposing to have an outdoor seating component to this operation, the Applicant will need to apply for and obtain (and renew annually) a separate Outdoor Seating license from the Village in order to lawfully operate in that manner. This license is handled administratively and includes general regulations that are imposed in addition to the standard interior operations. While the general regulation for Outdoor Seating licenses allows outdoor seating to remain open until 11:00 pm, the proposed Special Use conditions which are more restrictive would apply.

In considering hours of operation which are reasonable to both neighbors and the applicant, staff reviewed the permitted hours, capacity and distance from residential properties of similarly situated restaurants:

<table>
<thead>
<tr>
<th>Restaurant</th>
<th>Indoor Capacity</th>
<th>Outdoor Capacity</th>
<th>Total Capacity</th>
<th>Distance of outdoor seating/windows to Residential Property</th>
<th>Permitted Hours (as defined by liquor license)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depot Nuevo</td>
<td>61</td>
<td>54</td>
<td>115</td>
<td>3 feet</td>
<td>Sun-Thurs: 12am Fri-Sat :1am</td>
</tr>
<tr>
<td>Sophia Steak</td>
<td>166</td>
<td>40</td>
<td>206</td>
<td>66 feet</td>
<td>Sun-Thurs: 12am Fri-Sat :1am</td>
</tr>
<tr>
<td>Convito</td>
<td>80</td>
<td>70</td>
<td>150</td>
<td>70 feet</td>
<td>Sun-Thurs: 12am Fri-Sat :1am</td>
</tr>
<tr>
<td>Backyard BBQ</td>
<td>50</td>
<td>0</td>
<td>50</td>
<td>50 feet</td>
<td>Sun-Thurs: 12am Fri-Sat :1am</td>
</tr>
<tr>
<td>EJ's Place (Skokie)</td>
<td>300</td>
<td>0</td>
<td>300</td>
<td>90 feet</td>
<td>Sun-Thurs: 2am Fri-Sat :3am</td>
</tr>
<tr>
<td>Caddyshack (Proposed)</td>
<td>216</td>
<td>24²</td>
<td>240</td>
<td>65 &amp; 134 feet for garage windows which face south and west</td>
<td>Sun-Thurs: 10:00pm Fri-Sat: 11:00pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>125 feet for outdoor dining which faces west</td>
<td></td>
</tr>
</tbody>
</table>

¹ Outdoor seating in Wilmette is limited to hours between 6:00 am and 11:00 pm.
² Maximum amount of outdoor seating based on patio area

**Budget Impact**

The proposed special use conditions do not have a budget impact.

**Documents Attached**
1. Ordinance #2022-O-21
2. Zoning Board of Appeals Report, Case #2022-Z-14
3. Public comment emails.
ORDINANCE NO. 2022-O-21

AN ORDINANCE AUTHORIZING A SPECIAL USE PURSUANT TO THE WILMETTE ZONING ORDINANCE
(200 Skokie Boulevard)

WHEREAS, Marcus Cook of KMPC, Inc., (“Applicant”) has submitted an application for a special use under Section 5.3 and Section 9.2 of the Zoning Code. Specifically, Applicant requests a special use for a commercial use occupying more than 5,000 square feet (“Special Use”) to permit the operation of Murray Bros. CaddyShack Restaurant (proposed restaurant) on the property commonly known as 200 Skokie Boulevard, Wilmette, Cook County, Illinois, and legally described as follows (“Subject Property”):

Lot 1 and the south 100 feet (as measured along east line thereof) of Lot 2 in Mangel’s Subdivision of part of Lot 31 in County Clerks Division of Section 32, Township 42 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded as Document 21067238, in the Village of Wilmette, in Cook County, Illinois.

WHEREAS, the Zoning Board of Appeals, after giving due and proper notice as required by law, held a public hearing on February 16, 2022, on the foregoing application for Special Use, and thereafter filed with the President and Board of Trustees of the Village a report accompanied by findings of fact specifying the reasons for the report and recommending granting the requested relief, in accordance with the Application as submitted, and on the condition that all other requirements of the Zoning and Building Ordinances be complied with and the Special Use shall run with the use; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Wilmette, Cook County, Illinois:

SECTION 1: The foregoing findings and recitals are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The aforementioned report and recommendation of the Zoning Board of Appeals of this Village is concurred with and approved, and the Special Use is granted and shall run with the use and not with the land.
SECTION 3: The Director of Community Development of the Village of Wilmette, Illinois, hereby is authorized and directed to issue the necessary permits to allow the proposed Special Use and the proposed construction, in accordance with the Application and the plans submitted at the public hearing, and on the condition that all other requirements of the Zoning and Building Ordinances and the conditions provided for in this Ordinance are met.

SECTION 4: That the following special conditions shall be complied with:

1. FENCING: The Applicant, shall apply to the Zoning Board of Appeals for a variation to install an 8-foot, 100% closed, privacy fence along the eastern and northern portions of the Lot. Upon approval of a variation, the Applicant shall have the approved fence installed prior to the issuance of a Certificate of Occupancy for the proposed restaurant.

2. SIGN LIGHTING: Exterior signs on the Subject Property may only be illuminated during the hours of operation.

3. PARKING: At the discretion of the Village Manager, the Applicant shall implement and maintain offsite parking for the proposed restaurant’s employees who shall, as a condition of their employment, park in the assigned offsite parking locations. Employees shall not park any vehicles on residentially zoned public streets when working. The Applicant shall enforce this provision with its Employees. Nothing in this section shall be construed to limit the Applicant’s ability to voluntarily implement this condition.

At the discretion of the Village Manager, the Applicant shall offer valet service. The Valet shall be prohibited from parking any vehicles on residentially zoned public streets. This requirement is not a waiver of any required Village licensing and permits, including the Village’s Valet License. Nothing in this section shall be construed to limit the Applicant’s ability to voluntarily implement this condition.

4. AMPLIFIED SOUND: The Applicant shall not be allowed to use any amplified sound in the exterior portion of the property. This restriction shall include amplified sound created from any speaker, television and other device.

5. HOURS OF OPERATION:
   a. The proposed restaurant may only seat customers or serve any food or drinks to customers during the following times:

      1. Weekdays (Sunday through Thursday) – from 7:00 am to 10:00 pm
      2. Weekends (Friday, Saturday and December 31st) – from 7:00 am to 11:00 pm
      3. When granted specific authorization by the Village Manager which shall be no less than five times a year
b. The garage door type openings may remain open until the business has closed (which shall include the time after food and drink service has ceased).

Notwithstanding the above, the Police Chief may provide notice to the proposed restaurant that the garage door type openings shall be closed based upon noise concerns that occur after food and drink service has ceased. Upon such notice, the proposed restaurant shall mitigate the noise concern or shall close the garage doors. If in the opinion of the Police Chief, the noise is not mitigated, the doors shall remain closed and shall not be reopened at any time, until such time the proposed restaurant has put in place protocols to ensure such noise will be mitigated and have shared such protocols with the Police Chief. The proposed restaurant shall have received authorization from the Police Chief, in the Police Chief’s discretion, prior to reopening the garage door type openings.

c. All outdoor seating, that is authorized pursuant to a Village license separate and apart of this Special Use Permit, may only be open and used during the following times listed below. No customer shall be allowed to enter or remain in the outdoor seating area except during the times listed as follows:

1. Weekdays (Sunday through Thursday) – from 7:00 am to 9:30 pm
2. Weekends (Friday, Saturday and December 31st) – from 7:00 am to 10:30 pm

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 8th day of March 2022, according to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

________________________
Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 8th day of March 2022.
Recommendation: The Zoning Board of Appeals recommends granting a request for a special use to operate a commercial use occupying more than 5,000 square feet (Murray Bros. CaddyShack Restaurant) at 200 Skokie Boulevard in accordance with the plans submitted. The use shall run with the use.

Case Number: 2022-Z-14

Property: 200 Skokie Boulevard

Zoning District: NR, Neighborhood Retail Business District

Applicant: Marcus Cook, as agent for KMPC Inc.

Nature of Application: Request for a special use to operate a commercial use occupying more than 5,000 square feet (Murray Bros. CaddyShack Restaurant)

Applicable Provisions of the Zoning Ordinance: Section 5.3
Section 9.2

Hearing Date: February 16, 2022

Date of Application: November 10, 2021

Zoning Board Vote: Chairman Reinhard Schneider Yes
Brad Falkof Yes
Didier Glattard Yes
Christine Norrick Yes
Ryrie Pellaton Yes
Bob Surman Yes
Maria Urban Yes


Report Prepared By: Lucas Sivertsen, AICP
Business Development Coordinator
Minutes transcribed by Gale Cerabona
Report Approved and Submitted By:

Chairman Reinhard Schneider

[Signature]

Chairman Reinhard Schneider  3/2/22

Date
Description of Property

The Subject Property is zoned NR, Neighborhood Retail Business, and is located on the northeast corner of Old Glenview Road and Skokie Boulevard. The property has 268.25’ of frontage on Skokie Boulevard, 138.6’ of frontage on Old Glenview Road, and an area of 41,087 square feet per the plat of survey. The property is improved with a one-story building formerly occupied by Baker’s Square restaurant. The building was vacated in March of 2019.

The Subject Property is surrounded by a mix of residential and commercial uses. To the north is a townhome development located in the R2, Attached Residence District. To the east are single-family homes located in the R1-A, Single-Family Detached Residence District. To the south across Old Glenview Road is a shopping center located in the NR, Neighborhood Retail Business District. To the west across Skokie Boulevard is a shopping center located in the NR, Neighborhood Retail Business District, and townhomes located in the R2, Attached Residence District.

Proposal

The petitioner is proposing to remodel and expand the existing structure for the use as a full-service restaurant. The plans show a 1,400 square foot addition to the south, a 670 square foot addition to the west, a 360 square foot addition to the north, and a 100 square foot addition to the east. As drawn the restaurant will have 216 seats including dining and bar seating.

The proposed building is 6,913 square feet, measured to the exterior walls of the building including the exterior cooler. For the purposes of parking requirements, the zoning ordinance discounts the floor area of bathrooms, storage and mechanical areas. Removing the floor area dedicated for these functions the building is 5,653 square feet. The parking requirement for full-service restaurants is five spaces per 1,000 square feet resulting in a requirement of 28 parking spaces. The proposed parking lot has 69 spaces including 4 accessible parking spaces.

Other Requests at the Subject Property

<table>
<thead>
<tr>
<th>Address</th>
<th>Case #</th>
<th>ZBA</th>
<th>VB</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 Skokie Blvd</td>
<td>1980-Z-18</td>
<td>Grant</td>
<td>Granted</td>
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<tr>
<td>200 Skokie Blvd</td>
<td>1993-Z-48</td>
<td>Grant</td>
<td>Granted</td>
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</tbody>
</table>

Request for a special use and parking space setback variation

Request for a side yard adjoining a street setback variation

Other Greater than 5,000 Square Feet Special Use Requests

The Village Board passed an ordinance on September 10, 2019 (2019-O-59) establishing commercial uses greater than 5,000 square feet a special use in the NR and NR-1 Zoning District. The subject case is the first such request.

Zoning Ordinance Provisions Involved

Section 5.3 outlines the special use procedures.
Section 9.2 references table 9-1, which lists commercial uses greater than 5,000 square feet as a special use in the NR and NR-1 zoning districts.

Action Required

Move to recommend granting a request for a special use for a business use greater than 5,000 square feet at 200 Skokie Boulevard, in accordance with the plans submitted. The Zoning Board must determine if the special use should run with the land or the use.

(After the vote on the request)

Move to authorize the Chairman to prepare the report and recommendation for the Zoning Board of Appeals for case number 2022-Z-14.

CASE FILE DOCUMENTS

<table>
<thead>
<tr>
<th>Doc. No.</th>
<th>Documents</th>
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<tbody>
<tr>
<td>Location Maps And Plans</td>
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<tr>
<td>1.0</td>
<td>Zoning Map</td>
</tr>
<tr>
<td>1.1</td>
<td>GIS Map</td>
</tr>
<tr>
<td>1.2</td>
<td>Plat of Survey</td>
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<tr>
<td>1.3</td>
<td>Proposed Site Plan, dated 2/4/22</td>
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<tr>
<td>1.4</td>
<td>Existing Conditions Photographs</td>
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<td>1.5</td>
<td>Proposed Floor Plan, dated 2/4/22</td>
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<td>1.6</td>
<td>Proposed Roof Plan, dated 2/4/22</td>
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<td>1.7</td>
<td>Proposed Elevations, dated 2/4/22</td>
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<td>1.9</td>
<td>Proposed Building Sections, dated 2/4/22</td>
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<td>Written Correspondence and Documentation</td>
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<td>2.0</td>
<td>Completed application form</td>
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<tr>
<td>2.1</td>
<td>Letter of application, dated November 1, 2021</td>
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<td>2.2</td>
<td>Proof of ownership</td>
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<td>2.3</td>
<td>Notice of Public Hearing as prepared for the petitioner, dated January 25, 2022</td>
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<tr>
<td>2.4</td>
<td>Notice of Public Hearing as published in the Wilmette Life, January 27, 2022</td>
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<tr>
<td>2.5</td>
<td>Certificate of publication</td>
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<td>2.6</td>
<td>Certificate of posting, dated December 14, 2021</td>
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<tr>
<td>2.7</td>
<td>Affidavit of compliance with notice requirements, filed by applicant, January 8, 2022</td>
</tr>
<tr>
<td>2.8</td>
<td>Letter from Carla and Marty Lieberman, 204 Sunset Drive, dated February 7, 2022</td>
</tr>
<tr>
<td>2.9</td>
<td>Letter from Robin and Paul Smulson, 205 Sunset Drive, dated February 7, 2022</td>
</tr>
</tbody>
</table>
2.10 Email with attachment from Enid Irizarry Richard, 201 Sunset Drive, dated February 14, 2022
2.11 Letter from Residents of Charles Place Complex, 208-240 Charles Place, dated February 14, 2022
2.12 Email from Harriet Price, 207 Sunset Drive, dated February 15, 2022

3.0 COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Mr. Marcus Cook, applicant
KMPC Inc.
840 W. Monroe Street
Chicago, IL  60607

3.12 Ms. Karen Kristianson, architect
Newman Architecture Inc.
1730 Park St., Ste 115
Naperville, IL 60563

3.13 Mr. Michael Avella, general manager
Murry Bros. Caddyshack
9546 Balmoral Ave
Rosemont, IL  60018

3.2 Summary of presentations

3.21 Ms. Roberts said this is a request for a special use to operate a commercial use occupying more than 5,000 square feet (Murray Bros. CaddyShack Restaurant). The Village Board will hear this case on March 8, 2022.

3.22 Mr. Cook said they purchased this building a year ago with hopes of placing this restaurant in the former space of Bakers Square. He said the Murray brothers, Bill and Andy, and their family are lifelong Wilmette residents and alumni of Loyola. They wish to alleviate some misconceptions and explain the concept. A long-term parking agreement was negotiated with a nearby business that does not use parking at night. Based on the concerns they recently learned of, they would note this as a contingency and memorialize this document. There will not be live music. The building will be improved and a new fence would be added. This building has been vacant for years.

3.23 Mr. Glattard asked if there would be outdoor dining.

Mr. Cook said a 3-season patio is requested.

3.24 Mr. Pellaton asked where the patio is.
3.25 Chairman Schneider suggested using Exhibit 1.5.

3.26 Mr. Glattard asked if this could be identified on Exhibit 1.3, which would show in relation to the lot lines.

Mr. Cook said a PowerPoint presentation is available.

3.27 Ms. Kristianson said the additions on the south and west sides of the building are full enclosure/patio full-enclosure additions with overhead doors that open. The outdoor seating area is along Skokie Boulevard. The only area with possible outdoor seating is up along Skokie Boulevard, more for waiting than for dining at the main entrance of the building.

3.28 Ms. Urban clarified that the 3-season patio is enclosed with garage doors that can be opened for fresh air.

Ms. Kristianson concurred.

3.29 Chairman Schneider asked if the floor plan on Exhibit 1.5 could be displayed.

Ms. Kristianson obliged and identified the garage doors facing south. On the west addition, the doors face west. She said none of the doors open toward residential areas.

3.30 Mr. Glattard asked about the person door shown on the east side of the building.

Ms. Kristianson said that is a person door for emergency exit. On the north side, there are windows that don’t open.

3.31 Mr. Surman said that when the overhead doors are open, all the noise will be directed to the south and the west.

Ms. Kristianson concurred.

3.32 Mr. Cook said they operate two restaurants: one in Rosemont and St. Augustine, Florida. This is an ambient situation; there is no live music. It is not a nightclub; it is a restaurant.

3.33 Ms. Urban asked what the hours of operation are.

Mr. Cook advised they will defer to the Village on this.

3.34 Ms. Urban asked what the hours of operation are at the Rosemont and Florida locations.

Mr. Avella said the hours of operation in Rosemont, still somewhat affected by the pandemic, are Monday through Wednesday 4:00 p.m. to 9:00 p.m., Thursday 11:30 a.m. to 9:00 p.m., Friday and Saturday 11:30 a.m. to 10:00 p.m., and Sunday 11:30
a.m. to 8:00 p.m.

3.35 Mr. Pellaton asked if alcohol is served in both locations.

Mr. Avella said yes.

3.36 Ms. Urban asked how long it takes to clear out the restaurant. When arriving at 7:45 p.m., can one still be served dinner? And would it take 1 hour?

Mr. Avella said they are all about serving the customer. If one walks in at 7:59 p.m., that diner will be seated and served.

3.37 Ms. Urban asked if a customer would spend an hour to dine.

Mr. Avella said the concept is family oriented; it’s fast. It could be 60 to 90 minutes. It's not fine dining with multiple courses.

3.38 Ms. Urban asked if either of the other locations are in a neighborhood retail district like this.

Mr. Avella said they are not. In St. Augustine, they are enclosed in Village Golf World. In Rosemont, they are attached to a hotel.

Mr. Cook said the location in Rosemont is convention-driven as an amenity to the Crowne Plaza.

3.39 Chairman Schneider asked how many seats are in Rosemont.

Mr. Avella said it’s 275, give or take.

3.40 Mr. Surman asked how many seats are in Wilmette.

Mr. Avella said 200.

3.41 Mr. Pellaton asked, for the 3-season room, what season is excluded, and what takes place in the off-season?

Ms. Kristianson said they are designed to be occupied year-round and will be heated. They may be slightly less comfortable during the winter because of the doors. The 3-season patio would be available when the doors are open. They are part of the fire protection system and are by necessity a conditioned space.

Mr. Cook said restaurant layouts and footprints have changed because of the pandemic. They had to make sure to provide social distancing, etc. to make customers comfortable. He wants to address the misconception; this is not a boisterous restaurant.

3.42 Ms. Urban said the property currently has 69 parking spaces. She asked how many
additional spaces will be provided in the long-term parking agreement.

Mr. Cook said they are waiting on direction from the Village. They believe they are properly parked as long as the employees park off site. They expect to have 40 employees working throughout the day. If they are busier, that parking could be used in a valet situation.

3.43 Mr. Pellaton asked if any parking agreements have been made.

Mr. Cook said they had to put something together in about four days since learning of the concern. They are happy to put something in writing to memorialize this agreement, probably in advance of the March Board of Trustees meeting.

3.44 Mr. Pellaton said he would like to know the specifics.

Mr. Cook said there would be 40 spaces.

3.45 Ms. Norrick asked if they are available after hours or all day.

Mr. Cook said he cannot respond at this time. They want to be sure their high-volume times, on weekends, are covered.

3.46 Ms. Urban asked if 40 employees are the peak amount, the weekend crew.

Mr. Cook concurred.

3.47 Mr. Falkof asked for a comparison to Bakers Square. It was 4,300 square feet. He asked if this project will add 2,000 square feet of restaurant area.

Mr. Cook concurred.

3.48 Mr. Falkof asked how this translates to how many customers Bakers Square handled versus this Caddyshack restaurant.

Mr. Cook said they don’t give away anything for free as Bakers Square did on pie night when they were packed. They don’t feel they are losing parking. By right, 69 spaces are there. The old ratios didn’t include Uber, Rideshare, etc.

3.49 Mr. Surman asked what the seating of Bakers Square is.

Mr. Cook said he was not aware.

Ms. Kristianson said she does not have the answer, but she can provide the response to Ms. Roberts tomorrow. The kitchen and prep space in the original footprint are extending into previously-existing dining space though they are adding square footage with the additions.

3.50 Mr. Falkof asked if that is the 350 extra feet.
Ms. Kristianson concurred. She identified and explained same on the floor plan. They have added dining square footage but they have also taken up some of the existing dining area with prep space.

3.51 Mr. Surman asked for an explanation of the new fence.

Mr. Cook said the fence there is bad. They will replace it with a vinyl double-sided fence to mitigate noise.

3.52 Mr. Falkof said some of the neighbors are requesting a 9’ fence rather than a 6’ fence. He asked Ms. Roberts if this is something the Village would consider.

Ms. Roberts said it would be difficult. A 6’ or 6.5’ fence would be permitted.

3.53 Mr. Cook said they have added private space for events perhaps on weekend days, to serve the community, though they are still aware of economics.

3.54 Mr. Falkof asked if the addition in the northwest corner could be used as something of a party room.

Mr. Cook said things like baby showers are a legitimate source of high volume revenue. It’s a weekend day thing. They are putting money into a property that is beat up. They have a contingent lease with a good operator, strong roots in the community, so they are happy to do whatever they need to. He said that when the Charles Place neighbors were re-doing their parking lot, they asked, and he allowed them to park in their lot. They are not looking to be an enemy.

3.55 Mr. Falkof said there may be misconceptions due to the movie. He asked what type of food will be offered.

Mr. Cook said there are American classics – burgers, fried chicken – quality food. The Murray brothers are older. They are former residents. The operators like this location because it is near people who like to golf. It hits the demographics. 40+ year olds are not going to be rowdy.

3.56 Mr. Pellaton said the success of the movies colors people’s perception of what they can expect from this restaurant. It is reassuring to hear what these additions are like.

Mr. Cook said the Caddyshack is something of a marketing tool. This is a burger-have-a-beer kind of place. It’s not a night club.

3.57 Ms. Norrick asked what the ideal hours would be.

Mr. Cook said he doesn’t know because of Covid.

3.57 Mr. Surman asked if the hours would be consistent with other restaurants in Wilmette.
Mr. Cook concurred and said it is also determined from the customer base. He doesn’t see Wilmette being a late hour place.

3.58 Mr. Glattard asked if it would be of interest to them if the Village allowed the restaurant to be open until midnight.

Mr. Cook said they would be amenable to that but will most likely not be open until a late hour.

3.59 Mr. Glattard said the reason for his question is due to the neighbors’ concern about potential late hours.

Mr. Cook shared they would take everything under advisement and wish to be treated with the same respect as any neighboring business.

(After 4.29)

3.60 Mr. Cook said an overwhelming majority of the comments are about Mather Place. He apologized for what that has done to the neighborhood. If the Village recommends Kristianson parking restrictions, they would be in favor of keeping residents happy. In reality, the goal of a restaurant/bar business is to be busy. They are working on the parking and will produce memorialized contracts. The current negative parking situation is not derived from the applicant.

Regarding rules and operating times, leases are in place that must be followed by tenants. This is typical in commercial leases. They would be open to the Village limiting trucks and deliveries to afternoon hours. This could be mandated to vendors including waste haulers.

As for noise, there are noise ordinances (that include decibel levels). This will all be enforced. If not, licenses could be revoked.

The decks will be per code. Skokie Boulevard houses businesses. This restaurant will be part of that rather than a problem.

Valet parking will be directed. This includes placing the cars in parking lots where agreements are contracted.

Regarding coolers, they are not any noisier than an HVAC unit.

Lighting is regulated and enforced by the code. They are presenting to the Appearance Commission next.

A full liquor license is being requested. They will act responsibly and follow ordinances and regulations.

3.51 Chairman Schneider asked about the question about drainage and landscaping on the front entrance.
Mr. Cook said he will defer to the architect to respond.

3.52 Mr. Pellaton asked about the signage.

Mr. Cook said signage will be per code, approval, and the proper process. He will defer to the architect.

3.53 Ms. Kristianson responded to the west addition and its proximity to the property line. This zoning district does not have a front yard setback. There is no variance or requirement. The new addition will have gutters and downspouts so water could be diverted from the roof to an underground pipe that will go into the storm sewer. This prevents overflow onto the sidewalk. It is not a splash-on-grade condition.

Regarding landscaping, there would landscaping adjacent and not any between the west addition and the sidewalk due to limited space. A full landscape plan per the Village guidelines was submitted to the Appearance Commission.

The west and south elevations have solid buildings with walls and roofs. The doors have the ability to be open on these sides. This was intended, so they are not adjacent to resident property lines.

The parking lot lighting will be replaced per code. A photometric plan was submitted to the Appearance Commission. This will now be new LED technology which has a much better distribution pattern. Lighting will be directed to their own parking lot. She will review what the Village requirements are after hours. It could be reduced to a level of 50% lower; may be considered as security lighting.

Proposed signage that is on the roof would be illuminated on the front face only toward Skokie Boulevard. This is again so that signage/lighting doesn’t spill toward resident homes.

The existing fence will be replaced. Regarding the 6’ or 6.5’ limit, they would be willing to go higher if requested.

Regarding entering on the south side only, this was requested by village staff to help traffic. The tenant is open to this.

3.54 Mr. Surman asked if lighting will have a cut off at the lot line.

Ms. Kristianson concurred, and said there is very little decorative lighting on the north and/or east sides. This includes downward lighting over a door. There is decorative lighting on the non-residential sides.

3.55 Mr. Falkof stated, as he understands it, the Village code requires 28 spaces.

Ms. Kristianson concurred saying she believes it is 5 spaces per 1,000 square feet.

3.56 Mr. Falkof said that if everything in that lot could be landscaped except for 28 spaces, the applicant would not have to come before the ZBA to request additional
Case 2022-Z-14
200 Skokie Boulevard

parking.

Ms. Kristianson concurred, and said they are well above the Village-mandated parking. They wish to provide as much parking as possible so it satisfies the owner and tenant use. They are not eliminating any parking spaces that exist.

As part of the Bakers Square property, a cooler is located on the exterior east side (formerly the trash enclosure area). This cooler will be replaced with a new one.

3.57 Chairman Schneider asked Ms. Roberts what the operating hours are for restaurants in the Village center.

Mr. Pellaton said Valley Lodge and Pescadero close at 10:00 p.m. on weekends and 9:00 p.m. on weekdays.

Mr. Cook said the ultimate goal of this tenant is to serve food accompanied by a beverage though patrons may arrive later than mealtime.

3.58 Mr. Surman believes the ratio of seating is similar to Valley Lodge.

3.59 Ms. Urban said most of the comments received are directed at Mather not the proposed development. She asked Ms. Roberts if the Village was aware of these issues before tonight and is there any recourse to address this issue with Mather? Many applicants research a great deal to arrive at appropriate traffic patterns and parking. It appears this was absent with the Mather project.

Ms. Roberts said concerns about parking for Mather would not necessarily be directed to her. From letters received, etc., it is possible engineering staff may have been made aware before now.

3.60 Ms. Urban asked what controls or recourse the Village has after the fact when a full liquor license is issued (in the event of loud crowds, late night partying in the parking lot, etc.).

Ms. Roberts said she doesn’t really know, but believes the Village could revoke a license until compliance is obtained.

3.61 Ms. Urban then asked if the Village places any restrictions on delivery truck hours.

Ms. Roberts said unless a 24-hour license is granted for use between 1:00 a.m. and 5:00 a.m., those activities are not permitted at those times.

3.62 Ms. Urban said she initially thought there was a lack of understanding of what the concept was but that has been clarified tonight. There are unknowns that neighbors will have to live with until the restaurant opens unless this information is provided.

Mr. Cook shared when they entered into an agreement with the tenant, they were under the impression the code limit is until 11:30 p.m. He noted they have spent a lot of money on this project, and they intend to spend more. They are regretful that
the neighbors are not clear. There was a misconception. As a landlord, this needs to be a profitable, viable, and complementary business. Parking and noise are concerns that have been addressed. This business has been operating in Rosemont and Florida with no issues including navigating through a pandemic. They want to be good neighbors. And they want the neighbors to be this tenant’s customer.

3.63 Ms. Urban stated this is a different model from Rosemont and St. Augustine as they are in large commercial districts.

Mr. Cook said he disagreed as the hotel in Rosemont has rules and regulations that must meet peace and tranquility.

3.64 Ms. Urban concurred, and stated this is on a commercial corridor in a residential district.

Mr. Cook referenced a time in his youth when he visited Weinstein, and there were 250 cars parked, and they were getting towed. This is about a responsible tenant who knows what the rules and regulations are that must be adhered to.

3.65 Mr. Surman said he believes the parking can be addressed conditionally. He said the hours are not confirmed.

Mr. Cook will put in the lease that the restaurant can operate until 11:30 p.m. per code.

3.66 Mr. Surman shared when things are uncertain, applicants may continue the case.

3.67 Chairman Schneider said the ZBA is not here to decide the hours of operation. The special use request is for a 6,900 square-foot restaurant (in excess of 5,000). This is for approval or not of an increase of 1,900 square feet.

3.68 Mr. Surman recalled details were known from past cases.

3.69 Ms. Norrick concurred and is concerned that the response for noise, lighting, hours are per code, etc., but the ZBA does not make those decisions.

Mr. Cook reminded the ZBA’s charge is to be sure the applicant is meeting the guidelines. He cannot offer hours of operation as he has not been told what those may be. Mr. Cook expressed the ZBA is to decide if this applicant’s business meets the model for approval of what’s proposed and if the applicant is mindful of the code. He knows it’s a long way to go through the Village process. This approval is needed to get to the next step.

3.70 Chairman Schneider asked if this applicant would need to be here if they were moving into the existing 5,000 square-foot building.

Ms. Roberts replied they would not if they moved in as is.
3.71 Mr. Pellaton asked if a larger fence height is a possibility.

Ms. Roberts said the applicant may present a fence height variation request if that is amenable to the neighbors.

3.72 Mr. Pellaton asked if there are any instances Ms. Roberts is aware of in the Village where the fence height exceeds 6.5’.

Ms. Roberts said she can only think of two – the ComEd enclosure next to the west fire station, and the other is the gate off of Laramie at the Public Works’ yard. She thinks it may be difficult in this case, but if the applicant and neighbors were in agreement, it may be possible.

Mr. Cook said he is willing to commit to a larger fence if it is preferred.

3.73 Mr. Glattard asked if the special use needs any other variance as this applicant is meeting the parking requirements, the building footprint, height requirement, and setback requirement.

Ms. Roberts said no other variance is needed.

4.0 INTERESTED PARTIES

4.1 Persons speaking on the application

4.11 Mr. Jacob Wallach
208 Charles Place

4.12 Ms. Mary Hummel
110 Westmoreland Drive

4.13 Mr. Tom Meehan
210 Charles Place

4.14 Mr. Rick Richard
201 Sunset Drive

4.15 Ms. Enid Irizarry Richard
201 Sunset Drive

4.16 Ms. Carla Lieberman
204 Sunset Drive

4.17 Mr. Mark Lieberman
204 Sunset Drive

4.18 Ms. Ruth Carol
210 Charles Place
4.2 Summary of presentations

4.21 Mr. Wallach said on the west side facing Skokie Boulevard, it seems the addition goes right through the sidewalk. This eliminates landscaping that is there now. He asked what happens to drainage and snow going right on the sidewalk. The other concern is how late the trucks will be delivering. They will hear engines running as their bedrooms are adjacent to the north fence.

Mr. Falkof asked if this resident was living there when Bakers Square was present. Mr. Wallach said he was, and the trucks were noisy – especially the refrigeration trucks.

4.22 Ms. Hummel said her concern was about noise. She is happy there will not be live music. There is a concern about the doors opening at night as they live to the south.

Chairman Schneider asked if Ms. Hummel’s residence was west of Mather Place.

Ms. Hummel said that it was.

4.23 Mr. Meehan asked if there will be loud televisions when the doors are open. Sunday football noise will not be contained. If televisions won’t be on their decks, it would be encouraging. Regarding valet parking, this will take up residential spaces. They had problems with the old Bakers Square customers parking in their lot on pie night.

Chairman Schneider directed Mr. Meehan to the map. He said most of the action, so-to-speak, will be to the west and south.

Mr. Meehan said he wondered if 20 people sitting on the deck will expect not to watch sports.

Mr. Surman said there are no open decks. They are not outside but within a building of year-round walls and roof.

Mr. Pellaton said the garage doors face west and south.

Mr. Meehan said noise doesn’t stop at a property line.

Mr. Glattard clarified that the decks are on the ground floor not the roof. There is no seating on the roof of the building.

Mr. Falkof asked if Charles Place owns a parking lot.

Mr. Meehan replied in the affirmative. There isn’t signage for towing. He wonders where the valet will place cars if they are overloaded. It is the parking lot kitty corner. Mr. Meehan said he misunderstood about the decks.
Mr. Richard said his concerns are noise due to a younger crowd with open garage doors and parking flow from west to east, which will force traffic around the back side of the building out the other side and puts parking along the eastern fence, which is at their backyard. There is no parking now. The noise of delivery trucks are a concern on the north side with the new exterior cooler. With parking spaces being there now, they are requesting a 6’ fence. Regarding parking spaces, they already have parking pressure from the senior building on the south side.

Mr. Falkof asked when Mr. Richard moved into 201 Sunset Drive.

Mr. Richard said in 2015.

Mr. Falkof said Bakers Square was there, and Mr. Richard knew there would be a restaurant in his backyard.

Mr. Richard said it was Bakers Square not a sports bar.

Ms. Richard said they purchased their home when Bakers Square was there. There was very low traffic, nobody parked behind their backyard. They use their yard all the time with family members. Safety and privacy is everything. When people park there, they could see right in their yard. Their property is higher up. That’s why they asked for a taller fence.

Chairman Schneider reminded that Mr. Richard said parking for Bakers Square patrons was not along the east side of the property. Ms. Richard said there was no activity. Now, every parking space will be full.

Ms. Lieberman said she and her husband have lived in Wilmette for 33 years. They really appreciate the Village and businesses being brought in. They appreciate the Murray brothers coming back to the community. There is extremely limited parking as it is. In her letter, she wrote that Mather Place staff and guests have invaded their parking spaces as there are only 19 parking spaces there. Restaurant guests will be parking on Sunset. The 69 parking spaces is not enough for Caddyshack. She is concerned about noise.

Mr. Surman asked if the Village has any restrictions on the parking in that area.

Ms. Lieberman said there are none. The neighbors talked to see if they want that. They don’t want their own guests to have to obtain decals.

Mr. Pellaton asked if there were issues with Bakers Square.

Ms. Lieberman said there were none except for pie night. With the expansion of Mather, they have been experiencing parking issues. A taller fence could be viable to deter noise and people and would offer privacy.

Chairman Schneider asked, on Old Glenview Road where the edge of the property begins going north past Ms. Lieberman’s property to the edge of theirs, what the
elevation change is.

Ms. Lieberman doesn’t know, but they are at the high end of the block.

Chairman Schneider said the fence would follow the contour of the property.

Ms. Lieberman would still like to see a taller fence. She is here due to the parking issues. People cannot park on the east side of Sunset. They park on the west side.

Mr. Glattard asked Ms. Roberts how Ms. Lieberman and her neighbors would go about addressing on-street parking

Ms. Roberts suggested speaking with the Village Engineer and the Transportation Commission.

Ms. Lieberman would love to see a sign stating No Mather Parking on Sunset. Before their expansion, the parking lot there was large, and there were no parking issues.

Chairman Schneider asked if these are visitors for Mather Place residents.

Ms. Lieberman concurred, and said there are also individuals who go to the facility and conduct programming activities for the residents. There are also caregivers who stay overnight for 2 to 4 days with residents, so there are people parking overnight on Sunset from Mather.

Chairman Schneider said there are signs in the Village that prohibit parking from 2:00 a.m. to 5:00 a.m.

Ms. Lieberman said they want to keep their neighborhood friendly for their own family members and visitors.

4.27 Mr. Lieberman said he has been disappointed in the decisions the Village has made in regards to the additions to Mather. He went to the transportation department with a number of issues. One issue was parking on only one side of their street with people parking all the way to the stop sign. If one needed to turn left, he/she could not see. They then restricted people from parking all the way to the stop sign. With a nearby cannabis dispensary and a restaurant that will serve alcohol, this diminishes a neighborhood atmosphere. He asks that the Board think long and hard about their decisions that affect the neighborhood. The golf course was referenced. These things may drive out residents.

4.28 Ms. Carol said she has concerns about lighting, signage as well as light poles and sconces and if they will be on 24/7. The operating hours have not been adequately addressed especially when approaching the endemic. She wonders what kind of liquor license there will be and the hour until which alcohol would be served. A solidly-constructed fence higher than 6’ fence to absorb the noise is recommended.
Mr. Rom has lived in Wilmette for 27 years. Since the new addition at Mather, there are parking concerns. People park right up to the stop sign which is dangerous. He is not opposed to the restaurant. Mr. Rom asked if there would be fumes due to the exhaust.

5.0 VIEWS EXPRESSED BY MEMBERS OF THE ZONING BOARD OF APPEALS

5.1 Mr. Falkof said he wished to recognize that the ZBA does listen to neighbors’ concerns. The charge is a fairly straight-forward issue – to approve a special use that is 1,400 square feet larger. The applicant is only required to have 28 parking places where there will be 69. The applicant is being thoughtful toward the tenant and neighbors. The owner is willing to make concessions. The issues under contention such as the fence height, lighting, signage, etc., are not before the ZBA. If this applicant had a 5,000 square foot restaurant, all these issues would be acceptable per code.

A theme has arisen with the neighbors about Bakers Square. That restaurant was a good neighbor because they were never crowded. He believes, as a whole, people will be excited about this restaurant. For all of these reasons, he will support it.

5.2 Ms. Surman said he concurred. Upon clarification, if the applicant moved into the building as is, there would be no variance requirements. He explained that the ZBA is comprised of volunteers. Further comments should be directed to the elected officials of the Village Board. This is a commercial space which has been in terrible shape for years. Along with Wayfair coming in, it’s nice to see the village become more vibrant. He will support this.

5.3 Mr. Glattard said he concurred. He commended the architect’s site plan and design of outdoor spaces as they were done thoughtfully with neighbors in mind. Solid walls will be on the elevations facing residents. There are no other variances required than a special use. He will support this.

5.4 Ms. Urban agreed and believed this application meets all of the standards for a special use. For this and all the reasons mentioned, she will support this. She thinks it’s a shame it got to this point of communication with all of the interested parties.

5.5 Mr. Pellaton said he concurred. The request is for a special-use permit for a restaurant that has been a restaurant in this location since 1976. The expansion and changes necessitate a variance. He is glad the residents had a chance to voice their concerns, which the ZBA is sensitive to. Parking, lighting, drainage, etc. are not issues as long as the applicant complies. Mr. Pellaton said he believes the applicant is speaking in good faith regarding the valet agreement and negotiable fence height. This restaurant shouldn’t exacerbate the issues we’ve heard tonight from neighbors. He will support this.

5.6 Chairman Schneider said he appreciates all of the neighbors participating tonight. He believes the Village will take note of the parking issues at Mather. Residents are welcome to attend the Village Board Meeting on March 8, 2022. The ZBA
acknowledges the neighbors’ concerns. This applicant still has to present to the Appearance Commission, obtain a liquor license, appear before the Village Board, Site Plan Review Committee, etc. and pass all of the requirements. Chairman Schneider explained the ZBA’s charge tonight.

5.7 Ms. Norrick said she concurred, and said this is an expansion of a restaurant where parking is not an issue. This meets the standards of review. She encourages the applicant to have continued dialogue with the neighbors. The neighbors should continue to attend the other Commission meetings regarding this case.

6.0 DECISION

6.1 Mr. Falkof moved to recommend granting a request for a special use to operate a commercial use occupying more than 5,000 square feet (Murray Bros. CaddyShack Restaurant) at 200 Skokie Boulevard in accordance with the plans submitted. The use shall run with the use.

6.11 Mr. Surman seconded the motion, and the vote was as follows:

Chairman Reinhard Schneider       Yes
Brad Falkof                       Yes
Didier Glattard                   Yes
Christine Norrick                 Yes
Ryrie Pellaton                   Yes
Bob Surman                       Yes
Maria Urban                      Yes

Motion carried.

6.2 Ms. Urban moved to authorize the Chairman to prepare the report and recommendation for case number 2022-Z-14.

6.21 Mr. Surman seconded the motion, and the vote was as follows:

Chairman Reinhard Schneider       Yes
Brad Falkof                       Yes
Didier Glattard                   Yes
Christine Norrick                 Yes
Ryrie Pellaton                   Yes
Bob Surman                       Yes
Maria Urban                      Yes

Motion carried.

7.0 FINDINGS OF FACT UPON WHICH DECISION WAS BASED

The Zoning Board of Appeals finds that the request meets the special use standards of Section 5.3.E of the Zoning Ordinance. The proposed use in this specific location will be
consistent with goals and policies of the Comprehensive Plan to encourage vitality in commercial districts. The proposed activity, a full service restaurant, is the same activity that previously existed on the property for many years. The special use request is now triggered because of the proposed addition of two dining areas, raising the square footage of the use over 5,000 square feet. The proposed use will not be detrimental to the or endanger the public health, safety and welfare nor will it be injurious to the use and enjoyment of other property. The establishment of the use will not impede the normal and orderly development and improvement of surrounding properties. The proposed use will not diminish property values in the neighborhood. The proposed use is located within an existing retail space within an existing commercial building and therefore adequate utilities, road access, drainage and other necessary facilities already exist. Adequate measures already exist to provide ingress and egress to the proposed use. The proposed use is consistent with the community character. Development of the use will not substantially adversely affect a known archaeological, historical or cultural resource. There are no other provisions needed for buffers, landscaping or open space. No provisions of Article 12 of the Zoning Ordinance apply. The applicant should clarify what is proposed for hours of operation and the off-site parking program however the applicant has indicated that the use will comply with all village regulations, including hours of operation, noise, and liquor licensing.

8.0 RECOMMENDATION

The Zoning Board of Appeals recommends granting a request for a special use to operate a commercial use occupying more than 5,000 square feet (Murray Bros. CaddyShack Restaurant) at 200 Skokie Boulevard in accordance with the plans submitted. The use shall run with the use.
November 1, 2021

Village of Wilmette
1200 Wilmette Ave
Wilmette, Illinois 60091

Attention:
Department of Community Development
Zoning Board of Appeals – Special Use

Re: Murray Bros. CaddyShack Restaurant – Special Use Permit
Renovation and Addition to existing restaurant property
200 Skokie Boulevard

Village of Wilmette Zoning Board:

On behalf of the Murray Bros, Caddyshack Team, please find our enclosed Zoning Board of Appeals submittal for Special Use at the above referenced property. The property has been a restaurant since 1976 when the current building and parking lot were constructed for Poppin’ Fresh / Baker’s Square. The facility has gone through minor renovations and additions throughout its operation until closing in early 2019.

The following is a brief narrative describing the project.

The property is located at the northeast corner of Skokie Boulevard (Highway) and Old Glenview Road and zoned under the Neighborhood Retail Business District (NR). The existing site includes a single-story building (+/- 4,300 sf) with parking on a 27,665 sf parcel. The existing building is fully sprinkled. As noted above, the existing building use was a restaurant, and the new occupancy would remain the same. This occupancy type located within the NR district requires a special use if over 5,000 sf.

The proposed project would include a complete interior renovation, the addition of 2 new dining areas (2,050 sf) as well as 350 sf of kitchen expansion. The additions do not intrude into or modify the existing parking lot, drive aisles, or curb cuts. The exterior of the existing building would be reclad and improved to complement the new additions.

The renovated restaurant will feature a dining room for just over 200 persons spread across dining areas along with a full bar. The dining room additions will include overhead doors to allow patio
dining in nice weather. The interior restaurant design will feature and highlight the classic golf comedy.

As part of the project, the existing site will be improved aesthetically including replacement of existing exterior parking light fixtures, repair of existing curbs and sidewalks, along with the mill and resurfacing of the existing asphalt parking surface. Improvements will also include the replacement of the existing fence at the adjacent residential properties to maintain the buffer yard zoning requirement.

To the best of our knowledge, no variances to the Wilmette Zoning Code are required or are planned to be requested as part of this application. An Appearance Review Package has been completed and submitted directly to the Appearance Review Commission. Exterior building signage will be submitted as a separate signage permit.

As noted in Section 20-5.3 E, Approval Standards for Special Uses, please accept the following responses to the Village of Wilmette Standards of Review questions:

1. **No special use may be recommended for approval by the Zoning Board of Appeals and approved by the Village Board unless findings have been made, based upon the evidence presented at the public hearing, to support each of the following conclusions:**

   a. **The proposed use in the specific location will be consistent with the goals and policies of the Comprehensive Plan.**
   
   The proposed special use for this project is consistent with the previous use of the property for over 40 years. The Restaurant use provides convenient goods and services for the adjacent residential area as noted in the Comprehensive Plan.

   b. **The establishment, maintenance, or operation of the proposed use in the specific location will not be detrimental to or endanger the public health, safety and welfare.**
   
   The continuation of the restaurant occupancy use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.

   c. **The proposed use in the specific location will not be injurious to the use or enjoyment of other property in the neighborhood for the purposes permitted in the district.**
   
   Since the proposed special use the same function as the previous occupancy, it will not be injurious to the use or enjoyment of other properties in the neighborhood.

   d. **The establishment of the special use in the specific location will not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the zoning district.**
   
   All surrounding properties are already fully developed.

   e. **The proposed use in the specific location will not substantially diminish property values in the neighborhood.**
   
   The proposed project is occupying a building that has been vacant for over 2 years with limited upkeep, the new project and building improvements would therefore not diminish the property values in the neighborhood.

   f. **Adequate utilities, road access, drainage, and other necessary facilities already exist or will be provided to serve the proposed use.**
The proposed special use will be occupying an existing parcel that already has adequate utilities, drainage, and road access.

g. Adequate measures already exist or will be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets. The proposed special use will be occupying an existing parcel with already two means of ingress and egress, no improvements are needed.

h. The proposed use in the specific location will be consistent with the community character of the neighborhood of the parcel proposed for the special use. The proposed use will fit in with the commercial nature of the adjacent residential neighborhood in regard to building scale and character.

i. Development of the proposed use will not substantially adversely affect a known archaeological, historical, or cultural resource located on or off of the proposed site. Since the proposed Special Use will be occupying an already developed site, the new areas of disturbance will occur adjacent to the building. These areas would most likely have been disturbed during the original site development / construction. We are not aware of any designated landmarks on the site or in the vicinity.

j. The applicant has made adequate legal provision to guarantee the provision and development of any buffers, landscaping, public open space and other improvements associated with the proposed use. The existing landscape buffer between the commercial special use and the adjacent residential properties will be maintained. Due to the condition of the existing fence, it will be replaced with a new, board on board wood fence in the same location.

k. The proposed use will meet any and all additional use standards specified in Article 12 of the Zoning Ordinance for such a use. The proposed use of a restaurant meets the additional standards established and will submit required Occupation Plans as noted in Section 12.3.x.

Thank you for your time and consideration. We look forward to working with the Village on this exciting project. Please do not hesitate to reach out if there are questions or if additional information is required.

Sincerely,

Karen M. Kristianson, A.I.A., LEED AP
Architect

cc: Mr. Mac Haskell, Mr. Andy Murrany, MBC Wilmette LLC.
Mr. Marcus Cook, SVN
Mr. Michael Tenuta, Ms. Heather Curtis, Strategic Project Advisors
Ms. Dawn Newman, Newman Architecture
File
NOTICE OF PUBLIC HEARING
1200 WILMETTE AVENUE WILMETTE, ILLINOIS 60091-0040
COMMUNITY DEVELOPMENT DEPARTMENT (847) 853-7550
FAX (847) 853-7701

Notice is hereby given that on Wednesday, February 16, 2022
at 7:00 P.M., the Zoning Board
of Appeals of the Village of Wilmette will conduct a public
hearing in the Council Chambers of Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois
when matters listed below will be considered:

2022-Z-14 200 Skokie Boulevard

A request by Marcus Cook for
KMPC Inc for a special use to
operate a full service restaur-
Ant (Murray Bros. Caddyshack
Restaurant) in excess of 5,000
square feet on the property
identified as Property Index
Numbers 06-32-306-033-0000
and 06-32-306-049-0000.

2022-Z-15 3545 Lake Avenue

A request by Kick Start Pediatric
Therapy Network for a special
use for a medical clinic, labs on
the property identified as Prop-
erty Index Numbers 05-31-103-
001-0000, 05-31-103-002-0000,
05-31-103-003-0000, and 05-31-
103-004-0000.

2022-Z-16 161 Prairie Avenue

A request by Annie Soehn for
a 4.7" side yard solar panel set-
back variation and a 7.0" rear
yard solar panel setback varia-
tion to permit the installation
of roof-mounted solar panels
on the property identified as
Property Index Number 05-34-
308-020-0000.

Reinhard Schneider, Chairman
Byrle Pelloton, Brad Falkof, Bob
Sunman, Didier Glattard, Maria
Urban, Christine Norrick

(Constituting the Zoning Board
of Appeals of the Village of Wil-
mette, Illinois)

If you are a person with a dis-
ability and need special accom-
modations to participate in and/or
attend a Village of Wilmette
public meeting, please notify the
Village Manager’s Office at (847)
853-7510 (TDD# (847) 853-7634)
as soon as possible.

Published this 27th day of Jan-
uary 2022 in the Wilmette Life.

January 27, 2022 - 7134521
To the Wilmette Zoning Board

Case # 2022-Z-14

Feb.2022

As a resident of the 200 Block of Sunset Drive Wilmette I need to share how uncomfortable many of the residents in the radius are of this proposed Caddyshack Restaurant and Bar.

It started with the mistakes made of the extension of Mather Place by the Village of Wilmette, as all that parking was removed, and the Village approved literally a few parking spaces to cover Mather’s staff, visitors, and resident workers even overnight staffers. So where do you think they park? Sunset Drive!

So we on Sunset have had to put up with loss of parking on our block for our families, visitors, and repair people because Mather people take up our block.

We have only one side of the street for parking for our block and we have grown weary of battling for our ability to park.

Mather has done little to combat this issue, and believe me the neighbors have complained to them.

Bakers Square for all the years was a family restaurant, and now you think this Zone expansion, building up, building out is a good idea, especially with a bar scene and possible late nights? We are a neighborhood that values a quiet space, and many of us can foresee that being eliminated with a Caddyshack restaurant and BAR. (This is no E J’s with a sophisticated crowd and valet parking).

So what happens as they expand and more parking is lost? Where will they go all hours of the day and night? Our block on 200 Sunset Drive!

In over 30 years we never had an issue, and now we have no idea who’s parking on the block. Where’s the safety in that?
I hear you thinking, well the residents can have the block set up with permit parking, are you thinking that the Wilmette Police are going to come by and enforce this? I don’t see that happening, and why should we have to deal with permits for ourselves, our family, friends and visitors?

I once had heard that Mather Place was interested in the corner as a parking area for their staff, visitors, and others. I think that is a way to go and look into that zoning instead of a late night bar and restaurant. It would certainly solve the parking problem created by the Zoning debacle for Mather Place, and keep our community and especially our block quiet, and safe.

We are NOT in favor of the proposed changes for this space.

Carla and Marty Lieberman

204 Sunset Drive

Wilmette

P. S. Wouldn't Edens Plaza be a better spot for this style restaurant.
2/7/2022

Robin and Paul Smulson
205 Sunset Drive
Wilmette, IL 60091

Property: 200 Skokie Blvd.
Case No: 2022-Z-14
To the Department of Community Development:

I, Robin Smulson residing at 205 Sunset Drive want to express my concerns regarding the proposed special use zoning request. My backyard backs up to 200 Skokie Blvd. I definitely would love to have a restaurant so close; however the size, lack of appropriate parking, and the bar hours will most likely cause unfavorable conditions to my block.

Due to the size of the building proposed, there will be limited parking available on the premises. Therefore the excess parking will overflow onto my street, Sunset Drive. Please note that there is currently parking only on one side of the street so that would hinder the residents and their friends from finding suitable parking.

Another concern is the hours the bar might be open. If people are drinking into the late hours and parking on our street, there is a real concern for safety on our block.

As I stated earlier, I would want a restaurant in the neighborhood but the issues I stated need to be resolved first.

Respectfully,
Robin Smulson
Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

> February 12, 2022

> Mr. Lucas Sivertsen, AICP Business Development Coordinator Village of Wilmette

> Enid Irizarry Richard
> 201 Sunset Drive
> Wilmette, IL 60091

> Dear Mr. Siversten,

> My husband and I have lived right behind the old Bakers Square and the proposed Caddyshack Restaurant for 6 years.

> We have notified of the proposed expansion of The Caddyshack Restaurant and will attend the ZONING BOARD OF APPEALS meeting next Wednesday, February 16, 2022.

> We have a request as well as some questions and concerns that we would like bring up for you to review before hand.

> -The one way drive will pull traffic behind the building and our fence all day/early evening.

> -Is the back parking near fence employee or customers? Or Both?

> -We would like to request a much higher fence (at least 9 ft) for privacy and safety reasons.

> -Are the semi food deliveries docking on the N or E side of the building?

> -Is there any outside music?

> -New Exterior Cooler: Will this be running all day and how noisy?

> -Concerns: Hours and alcohol. Parking near residents backyards and security.

> We appreciate you reviewing the above request and questions. We look forward to your response and discussing these topics on Wednesday.

Regard,

Enid Irizarry Richard
Phone: 847-373-0181
Enidiri@gmail.com
February 12, 2022

Mr. Lucas Sivertsen, AICP

Business Development Coordinator

Village of Wilmette

Enid Irizarry Richard

201 Sunset Drive

Wilmette, IL 60091

Dear Mr. Siversten,

My husband and I have lived right behind the old Bakers Square and the proposed Caddyshack Restaurant for 6 years.

We have notified of the proposed expansion of The Caddyshack Restaurant and will attend the ZONING BOARD OF APPEALS meeting next Wednesday, February 16, 2022.

We have a request as well as some questions and concerns that we would like bring up for you to review before hand.

• The one way drive will pull traffic behind the building and our fence all day/early evening.
• Is the back parking near the fence employee or customer? Or both?
• We would like to request a much higher fence (at least 9 ft) for privacy and safety reasons.
• Are the semi food deliveries docking on the N or E side of the building?
• Is there any outside theme music?
• New Exterior Cooler: Will this be running all day and how noisy will this be?
• Concerns: Hours and alcohol. Parking near residents backyards and security.

We appreciate you reviewing the above request and questions. We look forward to your response and discussing these topics on Wednesday.

Regards,

Enid Irizarry Richard
Feb. 14, 2022

Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, IL 60091

Attn: Department of Community Development  
Zoning Board of Appeals – Special Use

Village of Wilmette Zoning Board:

Several residents living in homes adjacent to the proposed Murray Bros. “CaddyShack” Restaurant and Sports Bar have raised concerns about the new establishment. We are hoping that these concerns will be addressed at the public hearing to be held at 7 pm on Feb. 16. at Village Hall. They are as follows:

1. The new restaurant owners propose having an additional 2,050 sf of dining areas, increasing the size of the existing building by one-third, adding patio dining space, and a full bar. How will they address the increased amount of noise during business hours to avoid disrupting the quiet residential neighborhood that borders it on two sides?

2. How will the restaurant owners address the increased amount of noise from delivery and refrigeration trucks, especially at night, so as not to disturb the houses bordering it on two sides?

3. Do the restaurant owners plan to have music and/or TV screens on the patio or near the entrances? Will the music/screens be loud enough to be heard in the houses bordering the restaurant on two sides? How will the owners minimize the amount of noise being generated? Will they install warmers to extend the summer patio hours into the fall?

4. How many lighting fixtures (e.g., poles, sconces, etc.) will the restaurant owners add to illuminate the outdoor areas? How bright will they be? How will the owners minimize the amount of light shining into the nearby houses? For example, will they be angled in a way that they will not shine directly into the windows of the nearby houses?

5. How will the restaurant owners accommodate parking for the more than 200 people for which it will now have the capacity to serve? Where will the overflow go? In the past, it was not uncommon for patrons of Baker’s Square to park in the private parking lot at the Charles Place Complex when the restaurant’s parking lot was full on “free pie night.” How will the restaurant ensure that does not happen?

6. What are the operating hours of the restaurant? During the week and weekend?
7. What kind of liquor license is the restaurant seeking? Until what time will it be allowed to serve alcohol? During the week and the weekend?

8. Will the “Eat, Drink and be Murray” signage extend above the roof line so that it can be seen by oncoming traffic and illuminate the bedrooms/other rooms of the nearby homes? Will it and other signage be on 24/7? How will the restaurant owners minimize the amount of light shining from the signage into the nearby houses?

9. The owners claim that the additions “do not intrude into or modify the existing parking lot, drive aisles, or curb cuts,” but the proposed addition on the west side will bring the building right up to the sidewalk. This will adversely impact the aesthetics of the area by eliminating the existing landscaping. How will the restaurant owners ensure that the exterior of the building will not infringe on foot traffic on the public sidewalks?

10. The owners propose replacing the existing fence with a board-on-board wood fence, but that will be insufficient to serve as a buffer between the restaurant and the homes that surround it. A solidly constructed fence made of either red cedar or vinyl may be a more effective alternative for creating a sound barrier. Will the owners consult with engineers to install a sound barrier fence that stands at least 8 feet tall to maximize its soundproofing capabilities? Will they take additional measures, such as planting and maintaining a hedge of arborvitaes on the restaurant’s side of the fence, to further minimize the noise pollution that the restaurant will be causing?

11. The plan states that the proposed additions will not diminish the property values in the neighborhood because it will improve the existing property that has housed a vacant building with limited upkeep for the past two years. While that may be true, how can the owners guarantee that the properties in the neighborhood, particularly the homes that border the restaurant, will not diminish in value now that they are located next to a full-service sports bar and restaurant?

We look forward to working with the Village and restaurant owners to resolve these concerns raised by your constituency. Thank you for your time and consideration.

Sincerely,

Residents of the Charles Place Complex (See signatures attached.)
minimize the noise pollution that the restaurant is creating?

11. The restaurant owners state that the proposed establishment will not diminish the property values in the neighborhood because it will be an improvement to the existing property that has housed a vacant building with limited upkeep for the past two years. While that may be true, how can the owners guarantee that the properties in the neighborhood, particularly the homes that border the restaurant, will not diminish in value now that they are located next to a full-service sports bar and restaurant?

We look forward to working with the Village and restaurant owners to resolve these concerns raised by your constituency. Thank you for your time and consideration.

Sincerely,
Residents of the Charles Place Complex (See signatures attached.)

Village of Wilmette
Zoning Board of Appeals – Case # 2022-Z-14
Feb. 14, 2022

Residents of Charles Place townhomes are hereby affixing their signatures to the attached letter of concerns.

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>NAME</th>
<th>ADDRESS</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>Deborah Brown</td>
<td>238 Charles Pl. Wilmette, IL</td>
</tr>
<tr>
<td>[Signature]</td>
<td>Leon Khara-Eynahan</td>
<td>240 Charles Pl. Wilmette, IL</td>
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<tr>
<td>[Signature]</td>
<td>[Signature]</td>
<td>205 Charles Place Wilmette IL</td>
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<td>210 Charles Place Wilmette IL</td>
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</tbody>
</table>
Residents of Charles Place townhomes are hereby affixing their signatures to the attached letter of concerns.

SIGNATURE: [Signature]
NAME: Lucy Kapcar
ADDRESS: 224 Charles Place, Wilmette, IL

SIGNATURE: [Signature]
NAME: Irene Schecter
ADDRESS: 216 Charles Place, Wilmette, IL

SIGNATURE: [Signature]
NAME: [Signature]
ADDRESS: [Signature]

SIGNATURE: [Signature]
NAME: [Signature]
ADDRESS: [Signature]

SIGNATURE: [Signature]
NAME: [Signature]
ADDRESS: [Signature]
Village of Wilmette
Zoning Board of Appeals – Case # 2022-Z-14
Feb. 14, 2022

Residents of Charles Place townhomes are hereby affixing their signatures to the attached letter of concerns.

SIGNATURE: 
NAME: Humphrey Lu
ADDRESS: 226 Charles Place, Wilmette IL 60091

SIGNATURE: 
NAME: 
ADDRESS: 

SIGNATURE: 
NAME: 
ADDRESS: 

SIGNATURE: 
NAME: 
ADDRESS: 

SIGNATURE: 
NAME: 
ADDRESS: 

SIGNATURE: 
NAME: 
ADDRESS:
Hello from Harriet price
Owner of 207 sunset, directly behind backersquare
We feel we are the most affected by zoning changes to the property.

Questions for Wednesday's meeting
1. Parking lot lighting should be blocked from facing our house.
2. Will there be outside dining near rear of property.
3. Outside music?
Currently we are neutral toward zoning change

Should developer call us prior to Wednesday meeting

Harriet price
Cell 7734598318
Cell 7737934310

Sent from Yahoo Mail on Android
Erik again thanks for listening to my and the neighborhood concerns on the Caddy Shack bar and grill.

1. The **noise** of an establishment like the Caddy Shack bar and grill is a real concern. There will be two opening I understand that could allow patrons to get open access outside three quarters of the year. Sound carriers in the neighborhood as once a year when Bakers Square brought in refrigeration units to support their business noise was very prevalent from the refrigeration units let alone a bar with the capacity to hold 200 people and 40 supporting workers.

2. Parking in my opinion will be taxed greatly and overflow into the neighborhood on Suneset Drive. With 69 spaces how does Caddy Shack at mid to full capacity support the parking? The landlord who appeared at the last hearing said he was in negotiations for extra parking spaces. The Village needs to find and get concrete data on how many spaces and from whom are they going to rent from. When the Village approved the expansion at Mather it created a major jam up of spaces on Sunset drive. It caused issues on our block with people parking close to the street facing Old Glenview road. Also on Old Glenview they parked so far in a westerly direction it was causing problems for people turning east or west with visibility issues from Sunet Drive. The Village responded after the fact by putting in restrictions to free up the block. Also Mather was told they needed to rent space in the shopping mall for at least 20 spaces and also initiated concierge parking. No one in the planning commission phase concerned the upheaval or possible accidents this might of caused on residents of Sunet Drive. There was talk about changing the block to one way or using permitted parking. Now here we go again think very closely what the Caddy Shack will do hosting events with 200 people capacity and 40 supporting workers. Where will they park? With no one in my opinion looking forward on the ramifications of the residents surrounding the Caddy Shack will experience excess noise and parking issues.
Contractors who needed extra space for mowing lawns or repair who had no where to park on our block.

3. The liquor licensing I understand at the last board meeting could be given accessibility to the Caddy Shack at 11:30 pm restriction and sit and drink and eat at the establishment for another hour. With the open windows and bar atmosphere this could cause some real problems with noise carrying over to the neighborhood late at night especially when people sleep with their windows open. Bottom line the board needs to consider the issues your decisions will cause on the neighborhood. If you look closely at the other two Caddy Shacks other two establishments they do not encroach on neighborhoods. They are in shopping malls nowhere near residents. Many of the neighbor residents are not happy with the Caddy Shack coming into town when considering parking, noise and from burning ovens and the pollution they may emit. I have been a longtime resident of Wilmette for 33 years and based on past performance from the Village there appears to be more forward thinking about the ramifications. I have some real concerns the board is more concerned with income generation that the happiness of residents. Please submit to every board member some of which are Wilmette residents. The last board meeting was a rubber stamp even though many residents expressed some real concerns. I am writing this letter to make sure everyone is documented as I will not have another repeat like Mather caused. Thanks for your understandings. I will be out of town on vacation during the next board meeting.

Martin Lieberman President

Direct Recycling Inc.
Mecca LLC.
Office 847 256 1841

www.directrecycling.us
www.meccallc.com

-----Original Message-----
From: Hallgren, Erik <hallgrene@wilmette.com>
To: Martin Lieberman
Cc:
Sent: Thu, Feb 24, 2022 1:34 pm
Subject: RE: Baker Square change over to Caddy Shack bar and grill.

Mr. Lieberman-
I will share your concerns with the Board. Thank you for passing along.

As always, please reach out if you need anything.

Erik Hallgren
Village of Wilmette | Assistant Village Manager
hallgrene@wilmette.com | (847) 853-7638

---

From: Martin Lieberman  
Sent: Thursday, February 24, 2022 3:23 PM  
To: Hallgren, Erik <hallgrene@wilmette.com>  
Cc:  
Subject: Baker Square change over to Caddy Shack bar and grill.

Erik thank you kindly for the time you spent with me. I will generate an email shortly with the concerns I have. Please share them with the board and I hope they listen to the neighborhoods concerns. I would like to voice my concerns in writing as I want this on record.

Martin Lieberman President

Direct Recycling Inc.
Recommendation: The Zoning Board of Appeals recommends granting a request for a special use for a medical clinic, large (Kick Start Pediatric Therapy Network) at 3545 Lake Avenue in accordance with the plans submitted. The use shall run with the use.

Case Number: 2022-Z-15

Property: 3545 Lake Avenue

Zoning District: NR, Neighborhood Retail Business District

Applicant: Kick Start Pediatric Therapy Network

Nature of Application: Request for a special use for a medical clinic, large (Kick Start Pediatric Therapy Network)

Applicable Provisions of the Zoning Ordinance: Section 5.3
Section 9.2

Hearing Date: February 16, 2022

Date of Application: December 29, 2021

Zoning Board Vote:

<table>
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<tr>
<th>Name</th>
<th>Vote</th>
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<tbody>
<tr>
<td>Chairman Reinhard Schneider</td>
<td>Yes</td>
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<tr>
<td>Brad Falkof</td>
<td>Yes</td>
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<tr>
<td>Didier Glattard</td>
<td>Yes</td>
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<tr>
<td>Christine Norrick</td>
<td>Yes</td>
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<tr>
<td>Ryrie Pellaton</td>
<td>Yes</td>
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<tr>
<td>Bob Surman</td>
<td>Yes</td>
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<tr>
<td>Maria Urban</td>
<td>Yes</td>
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</tbody>
</table>

Notices:


Report Prepared By:

Lisa Roberts, AICP
Assistant Director of Community Development
Minutes transcribed by Gale Cerabona
Report Approved and Submitted By:

Chairman Reinhard Schneider

Date
STAFF INFORMATION AS PRESENTED TO THE ZONING BOARD OF APPEALS

Description of Property

The Subject Property is located on the southwest corner of Lake Avenue and Manor Drive, between Manor Drive and West Park Drive. The property has 140.4’ of frontage on Lake Avenue and 130.07’ of frontage on Manor Drive and on West Park Drive. The property is 17,702 square feet in area and is improved with a two-story office building. The building is served by a parking lot that contains 38 parking spaces and 1 handicap space. Eleven of the spaces along the west lot line are leased to the building owner from the Village of Wilmette.

The proposed use will occupy tenant spaces 103 and 200 and 201. Unit 103 was previously occupied by a medical use. Unit 200 was previously occupied by a mental health clinic. Unit 201 was previously occupied by an investment company.

To the north are one- and two-story commercial buildings zoned NR, Neighborhood Retail. To the east is a four-story apartment building zoned R3, Multi-Family Residence. To the south is West Park, which is zoned R1-B, Single-Family Residence. To the west are properties within the corporate limits of the Village of Glenview that are zoned R-5 Residential.

Proposal

The petitioner is proposing to operate a medical clinic, large (Kick Start Pediatric Therapy Network) in a tenant space totaling 6,250 square feet. The Zoning Ordinance defines a medical clinic, large as larger than 2,000 square feet in gross floor area. Because the Zoning Ordinance defines medical clinic, large as a special use in the NR, Neighborhood Retail zoning district, special use approval is required.

Other Requests at the Subject Property

3545 Lake Avenue Case 1984-Z-34 ZBA: Grant VB: Granted
Request for a 12-space parking variation

Other Medica/Dental Clinic Special Use Requests

1100 Central Avenue Case 2020-Z-19 ZBA: Grant VB: Granted
Request for a special use for a medical/dental clinic, small to permit the operation of a One Magnificent Medspa

1123 Greenleaf Avenue Case 2017-Z-61 ZBA: Grant VB: Granted
Request for a special use for a medical/dental clinic, small to permit the operation of a pediatric physical, occupational, and speech therapy practice (Little Steps Pediatric Therapy)

1125 Greenleaf Avenue Case 2017-Z-57 ZBA: Grant VB: Granted
Request for a special use for a medical/dental clinic, small to permit the operation of an optometrist’s office
1215 Washington Avenue  Case 2017-Z-37  ZBA: Grant  VB: Granted
Request for a special use for medical/dental clinic, small (React Physical Therapy)

711 11th Street  Case 2016-Z-05  ZBA: Grant  VB: Granted
Request for a special use for a medical/dental clinic, small to permit the operation of a dentist office

1100 Central Unit H  Case 2015-Z-41  ZBA: Grant  VB: Granted
Request for a special use for a medical/dental clinic, large

Zoning Ordinance Provisions Involved

Section 5.3 outlines the special use procedures.

Section 9.2 references Table 9-1, which lists Medical/Dental Clinic, Large as a special use in the NR, Neighborhood Retail zoning district.

Action Required

Move to recommend granting a request for a special use for a medical clinic, large (Kick Start Pediatric Therapy Network), in accordance with the plans submitted. The Zoning Board of Appeals must determine if the use is to run with the land or the use.

(After the vote on the request)
Move to authorize the Chairman to prepare the report and recommendation for the Zoning Board of Appeals for case number 2022-Z-15.

CASE FILE DOCUMENTS

<table>
<thead>
<tr>
<th>Doc. No.</th>
<th>Documents</th>
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<td>Location Maps And Plans</td>
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<td>GIS Map</td>
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<td>1.2</td>
<td>Sidwell Tax Map</td>
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<td>1.3</td>
<td>Plat of Survey</td>
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<td>1.4</td>
<td>First Floor Plan</td>
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<tr>
<td>1.5</td>
<td>Second Floor Plan</td>
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</table>

|          | Written Correspondence and Documentation |
| 2.0      | Completed application form          |
| 2.1      | Letter of application with attachment |
| 2.2      | Proof of ownership                  |
| 2.3      | Notice of Public Hearing as prepared for the petitioner, January 25, 2022 |
| 2.4      | Notice of Public Hearing as published in the Wilmette Life, |
3.0 COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Mr. Christopher Canning, representing the applicant
Canning & Canning LLC
1000 Skokie Boulevard

3.12 Ms. Mindy Aharoni, applicant
1519 Washington Avenue

3.2 Summary of presentations

3.21 Ms. Roberts said this is a request for a special use for a medical clinic, large (Kick Start Pediatric Therapy Network). The Village Board will hear this case on March 8, 2022.

3.22 Mr. Canning introduced himself and co-owners Ms. Esther Weisz, Ms. Mindy Aharoni, as well as Ms. Erika Larson. He said he believes this is the first time this has come up with this location. The red brick building has been there since the mid-1980s and has served as an office building. These medical offices are over 2,000 square feet in an NR, Neighborhood Retail district. This request is for medical offices larger than 2,000 square feet. This new organization will take three units. The Therapy Network services over 85 Wilmette families. Testimonials are available. It offers speech/occupational/physical therapies along with social work, development, etc. and has been in business for 11 and ½ years. One location is 5,000 square feet in Northfield and another 4,000 square feet location in Libertyville (which is now closed). They prefer one location for their 200 clients, who are primarily aged 2 to 12 years. The location also offers their employees green space and natural light. It is a challenging environment now for children wearing masks. Their business has increased as a result of the challenges families face during the pandemic.

Their hours are Monday through Thursday 8:00 a.m. to 5:30 p.m. and Friday from 8:00 a.m. to 12:30 p.m. There are 23 employees; 4 are part-time and 20 are on site at any one time. They have a drop-off model with a parent or guardian dropping off the child for a session. Some sessions are groups of 6 children with 3 to 4 therapists. Children may have more than one service and could be at the office between 1 and 3 and 1/2 hours. There are 38 parking spaces and 11 spaces leased from the Village (since 1984) at the east lot at the west-side entrance. There is 3-hour parking on the west side of the west-side entrance. There aren’t parking
issues anticipated as the only drivers are the therapists.

Upon occupancy, the building will be fully leased. This has been a difficult building to lease but once tenants are in the building, they stay for a long time. There are currently 3 tenants (a karate school, mental health provider, and a physical therapy provider). Mr. Canning said the karate school meets on evenings and weekends, the mental health provider meets in the evening and during the week but only serves one client at a time, and the physical therapy has 4 to 5 clients per day. This medical use is consistent with what’s currently been there. Kick Start is moving into the Family Service Center offices. He noted the packet contains the standards of review for special uses.

3.23 Mr. Surman asked about the additional 3-hour parking.

Mr. Canning said the parking lot is self-contained.

3.24 Chairman Schneider explained the location as shown on Exhibit 1.3

Mr. Canning highlighted same. The 3-hour parking is on the other side of West Drive. South of there is additional permit parking through the Village as well as parking for the paddle courts.

3.25 Mr. Surman asked if the drop-off circulates via Forest then turns right to the rear of the building.

Mr. Canning concurred when coming from the east and said it is Manor rather than Forest. When coming from the west, one enters via the driveway closer to West Drive. The goal is for the drop-off to be at the back door rather than the front on Lake. Nearby amenities are available for staff.

3.26 Mr. Glattard asked if the 23 employees are in the building at the same time.

Mr. Canning said 20 staff would be in the building at once.

3.27 Mr. Glattard verified if 20 of the 38 parking spaces are used by staff.

Mr. Canning concurred.

3.28 Mr. Glattard asked if there’s an alternate location where employees can park.

Mr. Canning reiterated there are 38 spaces plus 11 from the Village. He identified same on the map. The 3-hour parking is for retailers and is typically empty. The location was further explained.

3.29 Chairman Schneider said that on Saturdays and late afternoons, soccer players and families may park there though it should not conflict with the hours of this office.
Mr. Canning agreed.

3.30 Mr. Glattard said he sees the parking as a concern and asked if the other tenants were approached about parking.

Mr. Canning responded that one tenant only sees one person at a time. There are no dedicated parking spaces for the other leased tenants.

3.31 Mr. Glattard said these tenants may be upset if all of the spaces are taken by the applicant’s staff.

Mr. Canning said one tenant, the karate school, is very happy this business is leasing here.

3.32 Ms. Norrick asked what the hours are.

Mr. Canning reiterated they are Monday through Thursday 8:00 a.m. to 5:30 p.m. and 8:00 a.m. to 12:30 p.m. on Fridays.

3.33 Mr. Pellaton concurs about the parking. He believes all the issues were addressed. He noted the Park District proposes to renovate and add 8 pickleball courts, etc. These hours shouldn’t conflict with most of that activity.

Mr. Canning said they know there are daytime paddle leagues. He still believes with 38 spaces and more, there is ample parking. Even if the 99-year lease with the Village for the 11 spaces went away, there are still 38 spaces with 20 employees. Parents likely will not stay 1 to 3 ½ hours and wait for their children. Rationale was further provided. There are no differences from the uses that were previously there.

3.34 Mr. Pellaton said an initial concern was the number of rooms however with the patient/therapist ratio, it is mitigated unless the client load increases.

Mr. Canning said this organization also consults for public and private preschools, grade schools, etc.; they are a community resource.

3.35 Ms. Urban asked, based on the patient ages, if staff meets these children at the door.

Mr. Canning said yes.

3.36 Mr. Falkof asked why there is 2,000 square feet gross floor area in position.

Mr. Canning said that was created in the 2014 Zoning Ordinance.

Regarding these suites numbers 103, 200, and 201 being 6,250 square feet (of approximately 2,000 square feet each), three different companies could come in,
and the applicant would not be here.

Mr. Canning noted 2 of these 3 suites are 2,500 square feet. If one or two medical offices wanted to come into these suites, they would have to go through this process. The third suite which is 1,250 square feet would not need to come.

Kick Start bought the building to invest in Wilmette. The roof was replaced. This is the first time there’s been a situation like this. The prior offices must have gone into the building before 2014 or they would have had to get a special use. The packet was referenced. In 1984, there was a parking variation. Mr. Canning’s guess is that the parking variation is what led to the lease between the owner of the building and the Village.

3.37 Ms. Norrick said Kick Start sounds like a preschool. She asked for a more detailed description.

Ms. Aharoni stated they run preschool-age social groups for two hours. The ages 3 to 6 receive occupational, speech therapy, and social work. Some children come for individual therapies or multiple therapies back-to-back, and one-on-one. There are 6 children with 3 to 4 therapists. It is not a preschool. Insurances are billed. It’s all therapeutic.

3.38 Mr. Canning said he believes this would be a great asset for Wilmette. He asked for a positive recommendation. Their lease ends at the end of March, and they wish to leave Northfield.

3.34 There was no one in the audience to speak on this case. There was no additional communication on this case.

5.0 VIEWS EXPRESSED BY MEMBERS OF THE ZONING BOARD OF APPEALS

5.1 Mr. Surman said this is caught up in the codes. His main concern was parking and circulation. Both issues have satisfactory solutions. He is excited to have more activity in this building and has never noticed it. He will support it.

5.2 Mr. Pellaton said the applicant addressed all questions. The drop-off model and length of sessions may facilitate parents to leave the premises, possibly. He will support this.

5.3 Ms. Urban said she supports this for all the reasons stated.

5.4 Mr. Falkof said he also supports this for all the reasons stated. He also hasn’t noticed this building. It is exciting.

5.5 Ms. Norrick said she concurs and said the use is consistent with the standards so she will support this.
5.6 Mr. Glattard said he will support this also for all of the reasons mentioned. He is curious and will drive by to see what the parking situation is after opening.

5.7 Chairman Schneider said he is disappointed that this building is not architecturally significant. It blends into the landscape so no one notices it. He can’t imagine the parking will be an issue. He supports it and wishes everyone the best.

6.0 DECISION

6.1 Mr. Surman moved to recommend granting a request for a special use for a medical clinic, large (Kick Start Pediatric Therapy Network) at 3545 Lake Avenue in accordance with the plans submitted. The use shall run with the use.

6.11 Mr. Pellaton seconded the motion, and the vote was as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairman Reinhard Schneider</td>
<td>Yes</td>
</tr>
<tr>
<td>Brad Falkof</td>
<td>Yes</td>
</tr>
<tr>
<td>Didier Glattard</td>
<td>Yes</td>
</tr>
<tr>
<td>Christine Norrick</td>
<td>Yes</td>
</tr>
<tr>
<td>Ryrie Pellaton</td>
<td>Yes</td>
</tr>
<tr>
<td>Bob Surman</td>
<td>Yes</td>
</tr>
<tr>
<td>Maria Urban</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Motion carried.

6.2 Mr. Glattard moved to authorize the Chairman to prepare the report and recommendation for case number 2022-Z-15.

6.21 Mr. Surman seconded the motion, and the vote was as follows:

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
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<td>Bob Surman</td>
<td>Yes</td>
</tr>
<tr>
<td>Maria Urban</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Motion carried.

7.0 FINDINGS OF FACT UPON WHICH DECISION WAS BASED

The Zoning Board of Appeals finds that the request meets the special use standards of Section 5.3.E of the Zoning Ordinance. The proposed use in the specific location will be consistent with the goals and policies of the Comprehensive Plan. Medical uses are well-suited to this location and have routinely occupied this location since it was constructed. The establishment and operation of the proposed use will not be detrimental to or
endanger the public health, safety and welfare. The proposed use in the specific location will not be injurious to the use or enjoyment of nor impede the normal and orderly development of surrounding properties. The proposed use will not substantially diminish property values. Adequate utilities, road access, and other facilities already exist. Adequate measures exist to provide ingress and egress in a manner that minimizes traffic congestion. The proposed use in the specific location will be consistent with the community character. The proposed use will not adversely affect a known archaeological, historical or cultural site. No other standards of Article 12 apply.

8.0 RECOMMENDATION

The Zoning Board of Appeals recommends granting a request for a special use for a medical clinic, large (Kick Start Pediatric Therapy Network) at 3545 Lake Avenue in accordance with the plans submitted. The use shall run with the use.
Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map information. It is believed to be generally accurate, errors may exist and the user should independently verify for accuracy. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.
Kick Start Pediatric Therapy Network PC  
Village of Wilmette  
Attn: Village Board-Zoning Board

We are an outpatient pediatric therapy clinic servicing families of children within the surrounding communities, including Wilmette. We provide speech therapy, occupational therapy, social work, and physical therapy services. We are currently located in Northfield for over ten years and are excited to move to 3545 Lake Ave Wilmette and become a member of the Wilmette community. The new space will afford an improved experience for our children and staff and increase our accessibility to Wilmette families.

1. A. The proposed special use for an outpatient pediatric therapy clinic at 3545 Lake Ave. Wilmette, will support and serve the families and their children. It will allow families in the area to remain in and seek specialized pediatric services close to home and continue to patronize neighboring businesses which the comprehensive plan calls for. The proposed use meets the goals outlined for commercial businesses delineated in the comprehensive plan.

B. As adequate parking is provided on site and adjacent to the building, the establishment and maintenance of our practice will not pose a safety risk. There is a history of other medical practices previously inhabiting this space and posing no danger or risk to the community.

C. The proposed use in the specific location will not be injurious to the use or enjoyment of other properties on the neighborhood as our practice is similar in nature to other current practices in the building. Additionally, our location is separated from all neighboring properties by an adjacent street and grassy expanse of park district property.

D. All surrounding properties are already fully developed, and our practice will therefore not impede the normal and orderly development and improvement of surrounding properties.

E. Our practice will not diminish neighborhood property values as it is located on a busy avenue that currently is home to a wide variety of commercial and medical businesses.

F. The proposed special use will be occupying space in an existing commercial building with medical practices that has adequate utilities, drainage, and road access.

G. Adequate measures already exist for ingress and egress to the proposed property. There are three entrances/exits to the property.

H. The proposed use in the specific location will provide needed therapeutic support and services to resident families and children in the community.
I. Since the proposed special use will be occupying already constructed space, no disturbance will occur to vacant property. There are no known designated landmarks on the site or in the vicinity.

J. The necessary buffers, landscaping, and public open space already exist and were provided by the building.

K. n/a
KICK START REVIEWS FROM OUR CLIENTS

“Our son has been going to Kick Start for quite some time in addition to his local public pre-school. It has been an amazing journey as our son has improved so much (speech and being able to regulate himself) in preparation for Kindergarten. As a Wilmette resident, I would highly recommend Kick Start as they have helped many kiddos just like ours.” - Edwin N.

“Kickstart has been invaluable to our child’s growth. After two attempts at daycare in which the teachers felt ill equipped to help and one attempt with another therapeutic area in the center, we were doing our best with the early intervention services available. Through a local moms special needs Facebook group (who overwhelming recommended we check out Kickstart), we were able to get our son enrolled in social group. His communication and engagement has blossomed and his growth has been truly incredible. I’m not quite sure where we would be at if we had not found the wonderful staff at Kickstart. As if this wasn’t already enough, they have reached out beyond in the community to our former daycare in Evanston to offer to come in for training days in order to increase awareness and help the teachers there have the skills to promote inclusion, which is of course, what the school district is all about. I know I often hear requests from other parents in the area who are looking for a place where their kiddos can thrive much like our son and we can’t wait for Kickstart to have the expanded growth to help even more families.” - Caitlin Herrforth and Aaron Fung – Wilmette Residents

“A year and a half ago, my wife and I were told by a local preschool that our son was “not a good fit” because of the challenges he brought with him to class. We could not have found a better alternative than Kick Start. Erika and her team welcomed him in his entirety with open arms, and met him where he was physically, emotionally and socially. The gifted therapists are beyond invested in his growth and provide us with valuable strategies for life at home and in the community. Our son has progressed in leaps and bounds in every way. Kick Start has been a blessing to our family and will be for any Wilmette family who has a little one who may not fit the mold of a “typical” student.” - Michael Endrizzi – Wilmette Resident

“Kick Start is an amazing clinic. My kids not only love coming and have a blast but have grown so much! The staff is incredible and they go out of their way to help and make sure every child receives exactly what they need!” - Rena Mauer

“In the case of a parent searching for a clinic. If your looking for the best OT and Speech Team integrated with preschool social group they are it! We have had such an amazing experience with them thus far. Their therapists and owners work hard to make sure you have the best team and schedule in place to help your child thrive. My little guy on the spectrum has made such huge gains. Can’t wait for what this year ahead brings for our family!” - Jennifer L.

“We just want to thank all of you for all you’ve done to support our son. We truly appreciate all of your hard work and feel fortunate to have found such a wonderful group of people. Thank you!” - Jill S.

“Our family was referred to Kick Start by our son’s preschool. At first we thought of it as a way for our son to get some additional socialization skills, but the experience for our son and our family was so much more enriching. We had recognized prior to the start of camp opportunities for our son in self regulation and sensory integration. Erika identified several realistic and achievable goals for him to be coached and work on during the 8 week camp. While we recognized the benefit, we did not count on his unwavering love of camp and the new found support structure. Our son went from a child sometimes unsure of himself in large groups and getting overwhelmed to having a greater confidence and patience that we had not seen previously in him. He came home with new phrases like “Is this toy for taking turns?” and an understanding of what that meant. As a parent on this journey with our son, we could not have asked for anything better.
Kick Start offered a program modified to suit our son's needs, staff that was knowledgeable and communicative with the child and family and an environment that let the kids be kids." - Kelly Harmon

"I don't know what your miracle worker therapists did with my child in his social group but he was returned to us as a DIFFERENT kid. Actually, not different, just his best self!!
He was calm.
He was regulated.
He was relaxed.
He was happy.
He was listening. And Sharing. He was enjoying the meal. Engaged.
He SAT THE ENTIRE DINNER MEAL - honestly it was the BEST dinner we have EVER eaten together. My heart couldn't even stand it, honestly. He stayed sitting and eating. Honestly. I feel like it was a dream. A wonderful sweet dream.
We are grateful for your wonderful team during these challenging times." - T.M.
NOTICE OF PUBLIC HEARING
1200 WILMETTE AVENUE WILMETTE, ILLINOIS 60091-0040
COMMUNITY DEVELOPMENT DEPARTMENT (847) 853-7550
FAX (847) 853-7701

Notice is hereby given that on Wednesday, February 16, 2022
at 7:00 P.M., the Zoning Board of Appeals of the Village of
Wilmette will conduct a public hearing in the Council Chambers
of Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois
on the following matters:

2022-Z-14 200 Skokie Boulevard

A request by Marcus Cook for
KMCPC Inc for a special use to
operate a full service restaur-
tant (Murray Bros. Caddyshack Restaurant) in excess of 5,000
square feet on the property
identified as Property Index Numbers 05-32-306-033-0000
and 05-32-306-084-0000.

2022-Z-15 3545 Lake Avenue

A request by Kick Start Pediatric Therapy Network for a special
use for a medical clinic, large on
the property identified as Prop-
erty Index Numbers 05-31-103-
001-0000, 05-31-103-002-0000,
05-31-103-003-0000, and 05-31-
103-004-0000.

2022-Z-16 161 Prairie Avenue

A request by Annie SooHoo for
a 4.7' side yard solar panel set-
back variation and a 7.6' rear
yard solar panel setback varia-
tion to permit the installation
of roof-mounted solar panels
on the property identified as Prop-
erty Index Number 05-34-
308-020-0000.

Reinhard Schneider, Chairman
Rylie Pellaton, Brad Falkof
Bob Surnan, Didier Glattard, Maria
Urban, Christine Norrick

(Constituting the Zoning Board
of Appeals of the Village of Wil-
mette, Illinois)

If you are a person with a dis-
ability and need special accom-
modations to participate in and/or
attend a Village of Wilmette
public hearing, please notify the
Village Manager's Office at (847)
853-7510 (TD/TTY (847) 853-7634)
as soon as possible.

Published this 27th day of Janu-
ary 2022 in the Wilmette Life.

January 27, 2022 - 7134521
ORDINANCE NO. 2022-O-22
AN ORDINANCE AUTHORIZING A SPECIAL USE PURSUANT TO THE WILMETTE ZONING ORDINANCE (3545 Lake Avenue)

WHEREAS, Kick Start Pediatric Therapy Network, (“Applicant”) has submitted an application for a special use under Section 5.3 and Section 9.2 of the Zoning Code. Specifically, Applicant requests a special use for a medical clinic, large (“Special Use”) to permit the operation of Kick Start Pediatric Therapy Network on the property commonly known as 3545 Lake Avenue, Wilmette, Cook County, Illinois, and legally described as follows (“Subject Property”):

Parcel 1:  
Lots 14, 15, 16 and 17 in Arthur Dunas Company’s Rapid Transit Subdivision Unit Number 1 being a subdivision of part of the north 30 acres (except the east 8 ¾ acres thereof) of the east ½ of the northwest ¼ lying east of the right of way of the Public Service Co. of Northern Illinois; also the west 200 feet of the east 8 ¾ acres of the north 30 acres of the east ½ of the northwest ¼ of Section 31, Township 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 2:  
The north ½ of the vacated alley lying south of and adjoining Lots 14, 15, 16 and 17 in Arthur Dunas Company’s Rapid Transit Subdivision Unit Number 1 being a subdivision of part of the north 30 acres (except the east 8 ¾ acres thereof) of the east ½ of the northwest ¼ lying east of the right of way of the Public Service Co. of Northern Illinois; also the west 200 feet of the east 8 ¾ acres of the north 30 acres of the east ½ of the northwest ¼ of the east ½ of the northwest ¼ of Section 31, Township 42 North, Range 13 East of the Third Principal Meridian vacated by Document 27377447 on December 19, 1984.

Parcel 3:  
The south ½ of the vacated alley lying north of and adjoining lot 18 in Arthur Dunas Company’s Rapid Transit Subdivision Unit No. 1 being a subdivision of part of the north 30 acres (except the east 8 ¾ acres thereof) of the east ½ of the northwest ¼ lying east of the right of way of the Public Service Co. of Northern Illinois; also the west 200 feet of the east 8 ¾ acres of the north 30 acres of the east ½ of the northwest ¼ of the east ½ of the northwest ¼ of Section 31, Township 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

WHEREAS, the Zoning Board of Appeals, after giving due and proper notice as required by law, held a public hearing on February 16, 2022, on the foregoing application for Special Use, and thereafter filed with the President and Board of Trustees of the Village a report accompanied by findings of fact specifying the reasons for the report and recommending granting the requested relief,
in accordance with the Application as submitted, and on the condition that all other requirements of
the Zoning and Building Ordinances be complied with and the Special Use shall run with the use; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the
Village of Wilmette, Cook County, Illinois:

SECTION 1: The foregoing findings and recitals are hereby made a part of this Ordinance and
are incorporated by reference as if set forth verbatim herein.

SECTION 2: The aforementioned report and recommendation of the Zoning Board of
Appeals of this Village is concurred with and approved, and the Special Use is granted and shall run
with the use and not with the land.

SECTION 3: The Director of Community Development of the Village of Wilmette, Illinois,
hereby is authorized and directed to issue the necessary permits to allow the proposed Special Use,
in accordance with the Application, and on the condition that all other requirements of the Zoning
and Building Ordinances and the conditions provided for in this Ordinance are met.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and
approval as required by law.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 8th
day of March 2022, according to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

Clerk of the Village of Wilmette, IL
APPROVED by the President of the Village of Wilmette, Illinois, this 8th day of March 2022.

__________________________________________
President of the Village of Wilmette, IL

ATTEST:

__________________________________________
Clerk of the Village of Wilmette, IL
Recommendation: The Zoning Board of Appeals recommends granting a request for a 4.7’ side yard solar panel setback variation and a 7.0’ rear yard solar panel setback variation to permit the installation of roof-mounted solar panels at 161 Prairie Avenue in accordance with the plans submitted.

Case Number: 2022-Z-16

Property: 161 Prairie Avenue

Zoning District: R1-D, Single-Family Detached Residence

Applicant: Annie SooHoo

Nature of Application: Request for a 4.7’ side yard solar panel setback variation and a 7.0’ rear yard solar panel setback variation to permit the installation of roof-mounted solar panels

Applicable Provisions of the Zoning Ordinance: Section 5.4
Section 8.3
Section 17.4.C
Section 17.4.D

Hearing Date: February 16, 2022

Date of Application: January 13, 2022

Zoning Board Vote: Chairman Reinhard Schneider Yes
Brad Falkof Yes
Didier Glattard Yes
Christine Norrick Yes
Ryrie Pellaton No
Bob Surman Yes
Maria Urban Yes

Notices:
Notice of public hearing to the applicant, January 25, 2022.

Report Prepared By: Rachael B Randolph
Zoning Review Planner
Minutes transcribed by Gale Cerabona
Report Approved and Submitted By:

Chairman Reinhard Schneider

Chairman Reinhard Schneider

Case 2022-Z-16
161 Prairie Avenue

3/2/22 Date
STAFF INFORMATION AS PRESENTED TO THE ZONING BOARD OF APPEALS

Description of Property

The Subject Property is located on the southwest side of Prairie Avenue, approximately 250’ southeast of Park Avenue. The subject property is triangular in shape, with 98.3’ of frontage on Prairie Avenue and a lot depth or 106.27’ The subject property is 5,223.0 square feet in area. The property is improved with a two-story single-family home and attached one-car garage.

The property is surrounded with properties zoned R1-D, Single-Family Detached Residence, and improved with single-family homes.

The property is currently non-conforming in the side and rear yard setbacks. The Zoning Ordinance requires a side yard setback of 5.0’ and the existing house has a setback of 1.3’. The Zoning Ordinance requires a rear yard setback of 25.0’ and the existing house has a setback of 10.5’.

Proposal

The petitioner is proposing to install solar panels on the roof along the southeast property line. The proposed panels will overhang the existing house and maintain a .30’ setback of the existing roof eave. Because the Zoning Ordinance requires a side yard setback of 5.0’, a 4.7’ side yard setback variation is required. The proposed panels will have a rear setback of 18.0’. Because the Zoning Ordinance requires a rear yard setback of 25.0’, a 7.0’ rear yard setback variation is required.

<table>
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<tr>
<th>Requirement</th>
<th>Required</th>
<th>Existing/Proposed</th>
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<tbody>
<tr>
<td>Side Yard Setback</td>
<td>5.0’</td>
<td>0.30’*</td>
</tr>
<tr>
<td>Rear Yard Setback</td>
<td>25.0’</td>
<td>18.0*</td>
</tr>
</tbody>
</table>

* Non-conforming

Other Requests at the Subject Property

161 Prairie Avenue Case 2015-Z-54 ZBA: Grant VB: Granted
Request for a 3.0’ side yard setback variation, a 3.0’ rear yard setback variation, a 2.83’ accessory structure separation variation, a 106.28 square foot (36.97%) rear yard total impervious surface coverage variation, and a 5.96 square foot (2.07%) rear yard structure impervious surface coverage variation to permit the retention of a shed

161 Prairie Avenue Case 2006-Z-19 ZBA: Grant VB: Granted
Request for a 2’ fence height variation and a fence openness variation to permit the construction of a 6’ tall solid fence and a fence openness variation for a 4’ tall solid fence both in the front yard

161 Prairie Avenue Case 1994-Z-78 ZBA: Grant VB: Granted
Request for a 4.17’ side yard setback variation, a 10.67’ combined side yard setback variation, a 14’ rear yard setback variation, an 884.4 square foot total floor area variation, a 33.9% rear yard total
impervious surface coverage variation ana 15.58% rear yard driveway impervious surface coverage variation to permit the construction of a one car attached garage, two story addition, a deck and driveway on a legal nonconforming structure

Other Side Yard Setback Variation Requests

231 10th Street  Case 2022-Z-08  ZBA: Grant  VB: Granted
Request for a 33.96 square foot (0.45%) total floor area variation and a 3.23’ side yard setback variation to permit the construction of a second-story addition on the legal non-conforming structure

611 Forest Avenue  Case 2021-Z-50  ZBA: Grant  VB: Granted
Request for a 2.94’ side yard setback variation for a one-story addition, a 1.35’ front yard porch setback variation and a 3.35’ front porch step setback variation to permit the construction of a new front porch, and a variation to permit a parking space in a required front yard, a 5.0’ side yard parking space setback variation, and a variation to modify a non-conforming accessory structure (detached garage)

1300 Middlebury Lane  Case 2021-Z-14  ZBA: Grant  VB: Granted
Request for a 414.96 square foot (3.8%) total floor area variation, a 3.03’ front yard setback variation, a 0.35’ side yard setback variation, and a 261.1 square foot (13.93%) front yard impervious surface coverage variation to permit the construction of a one-story and two second-story additions

220 Linden Avenue  Case 2021-Z-01  ZBA: Grant  VB: Granted
Request for a 2.17’ side yard setback variation, a 30.78’ rear yard setback variation, and a 25.53’ rear yard below grade stair setback variation to permit the construction of a one-story addition, a two-story addition, and a reconstructed attached garage on the legal non-conforming structure

2133 Greenwood Avenue  Case 2020-Z-25  ZBA: Grant  VB: Granted
Request for a 0.02’ side yard setback variation and a variation from the requirement that a single-family dwelling with two or more enclosed parking spaces maintain at least two enclosed parking spaces to permit the subdivision of the property and retention of the existing home

735 Leamington Avenue  Case 2019-Z-44  ZBA: Grant  VB: Granted
Request for a 2.6’ side yard setback variation, a 3.48’ combined side yard setback variation, and a 6.15’ rear yard setback variation to permit the construction of a one-story addition for a garage

321 Wilshire Drive West  Case 2017-Z-41  ZBA: Grant  VB: Granted
Request for a 6.5’ front yard setback variation, a 0.03’ minimum side yard setback variation, a 2.27’ combined side yard setback variation, and a 90.95 square foot (4.49%) front yard impervious surface coverage variation to permit the construction of a garage addition

617 Linden Avenue  Case 2017-Z-07  ZBA: Grant  VB: Granted
Request for a 299.03 square foot (5.36%) total floor area variation, a 1.56’ west side yard setback variation, and a 6.49’ combined side yard setback variation to permit the construction of a second-
story addition on the legal non-conforming structure

1307 Ashland Avenue  Case 2017-Z-04  ZBA: Grant  VB: Granted
Request for a 188.26 square foot (2.14%) total floor area variation, a 0.15’ minimum side yard setback variation, and a 3.37’ combined side yard setback variation to permit the construction of one-story addition on the legal non-conforming structure

3533 Illinois Road  Case 2016-Z-44  ZBA: Grant  VB: Granted
Revised request for a 3.87’ side yard setback variation, a 2.87’ side yard eave setback variation, and a 3.0’ combined side yard setback variation to permit the construction of a one-story addition on the legal non-conforming structure

3219 Illinois Road  Case 2016-Z-20  ZBA: Deny  VB: Revised, Granted
Revised request for a 6.08’ front yard setback variation, a 2.12’ side yard setback variation, a 1.62’ combined side yard setback variation, a 39.62 square foot (1.51%) front yard impervious surface coverage variation, and a variation to permit parking spaces in a required front yard to permit the construction of one-story additions, a front porch, and a front yard parking space

930 Pontiac Road  Case 2015-Z-35  ZBA: Grant  VB: Granted
Request for a 47.68 square foot (0.62%) total floor area variation, a 0.29’ minimum side yard setback variation, and a 0.64’ combined side yard setback variation to permit the construction of a second-story addition on the legal non-conforming structure

233 Linden Avenue  Case 2015-Z-52  ZBA: Grant  VB: Granted
Request for a 191.17 square foot (2.73%) lot coverage variation, a 498.01 square foot (7.1%) total floor area variation, and a 1.89’ combined side yard setback variation to permit the construction of a one-story addition on the legal non-conforming structure

700 Forest Avenue  Case 2015-Z-18  ZBA: Grant  VB: Granted
Request for a 2.68’ side yard setback variation to permit modifications to an existing non-conforming wall

500 Lake Avenue  Case 2014-Z-48  ZBA: Grant  VB: Granted
Request for a 165.36 square foot (1.41%) total floor area variation, a 2.01’ side yard setback variation, and a 2.17’ side yard adjoining a street setback variation to permit a one-story addition on the legal non-conforming structure

1935 Thornwood Avenue  Case 2014-Z-47  ZBA: Grant  VB: Granted
Request for a 0.13’ side yard setback variation and a 0.87’ combined side yard setback variation to permit the replacement of the existing attached garage with a two-story addition on the legal non-conforming structure

122 Dupee Place  Case 2014-Z-35  ZBA: Grant  VB: Granted
Request for a 3.44’ minimum side yard setback and a 0.74’ side yard porch setback variation to permit the construction of a front porch addition and a second-floor addition on the legal non-conforming structure
Revised request for a 4.11’ front yard setback variation, a 0.36’ minimum side yard setback variation, a 2.21’ combined side yard setback variation, a 2.11’ front yard porch setback variation, a 0.36’ north side yard eave setback variation, a 0.35’ south side yard eave setback variation, a 29.36 square foot (4.35%) front yard impervious surface coverage variation, and a 10.34 square foot (1.53%) front yard porch coverage variation on the legal nonconforming structure.

Zoning Ordinance Provisions Involved

Section 5.4 outlines the variation procedures.

Section 8.3 references Table 8-2, which establishes a 5.0’ side yard setback and a 25.0’ rear yard setback on the Subject Property.

Section 17.4.C establishes that a non-conforming structure shall not undergo any structural alteration unless to make it a conforming structure.

Section 17.4.D establishes that a non-conforming structure shall not be enlarged in any manner unless to make it a conforming structure.

Action Required

Move to recommend granting a request for a 4.7’ side yard solar panel setback variation and a 7.0’ rear yard solar panel setback variation to permit the installation of roof-mounted solar panels on the legal non-conforming structure at 161 Prairie Avenue, in accordance with the plans submitted.

(After the vote on the request)

Move to authorize the Chairman to prepare the report and recommendation for the Zoning Board of Appeals for case number 2022-Z-16.

CASE FILE DOCUMENTS

<table>
<thead>
<tr>
<th>Doc. No.</th>
<th>Documents</th>
</tr>
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<tbody>
<tr>
<td>Location Maps And Plans</td>
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<tr>
<td>1.0</td>
<td>Zoning Map</td>
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<td>1.1</td>
<td>GIS Map</td>
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<td>Sidwell Tax Map</td>
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<td>Attachment Detail</td>
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<tr>
<td>1.9</td>
<td>Southeast Elevation</td>
</tr>
</tbody>
</table>
Written Correspondence and Documentation

2.0 Completed application form
2.1 Letter of application with attachments
2.2 Proof of ownership
2.3 Notice of Public Hearing as prepared for the petitioner, dated January 25, 2022
2.4 Notice of Public Hearing as published in the Wilmette Life, January 27, 2022
2.5 Certificate of publication
2.6 Certificate of posting, dated February 9, 2022
2.7 Affidavit of compliance with notice requirements, filed by applicant, February 10, 2022
2.8 Email from Garth and Myrna Gustafson, 157 Prairie Avenue, dated February 10, 2022
2.9 Email from Garth Gustafson, 157 Prairie Avenue, dated February 16, 2022

3.0 COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Ms. Annie SooHoo, applicant
161 Prairie Avenue

3.2 Summary of presentations

3.21 Ms. Roberts said this is a request for a 4.7’ side yard solar panel setback variation and a 7.0’ rear yard solar panel setback variation to permit the installation of roof-mounted solar panels. The Village Board will hear this case on March 8, 2022.

3.22 Ms. SooHoo said she and her family reside in this home. They are proposing solar panels on the southeast-facing roof. The panels will be within the footprint of the roof, which does not meet the standard setbacks. This house is closer than typical to the property line on the southeast side (1’ off) thus the need for a variance. The house is on a triangular-shaped plot on this angled street; the three sides are the street, the alley, and the neighbor’s property.

South-facing roofs are ideal for solar panels. The north side of their roof has architectural details so that side is not feasible for solar. Many roofs in Wilmette have solar panels. With this design, the panels are projected to produce 60% of the annual energy use of the house. With today’s solar panel output, most houses are trying to get to 100%. This house has a little bit of shade reducing the output. They believe this plan is worthwhile in reducing their environmental footprint.
The neighbor sent an email to the Village asking not to proceed with this plan. The main concern is construction and maintenance access from their property line. The solar company said it would be good to have some access from the neighbor’s property. The whole installation, which takes 4 to 5 days, as well as ongoing maintenance could be accessed purely from the applicant’s property. The life expectancy of solar panels is approximately the same as an asphalt-shingled roof – 20 years. Repairs would not be expected and if so, they would take 1 to 2 hours.

Ms. SooHoo referenced a ZBA member’s question that was emailed to her on what the output would be if they shrank their solar proposal to be within the standard setbacks from the property line. She said because the roof is a 45-degree angle, when the 4’ to 5’ setback is horizontal, it reduces a significant portion of the roof-surface area. With the protrusions on the roof for venting, the number of solar panels would be limited. This would reduce the output from 60% to approximately 20%, when it would no longer be a viable project.

3.23 Mr. Surman asked if the gutter would be able to hold the water from the panel itself without being pushed to the neighbors.

Ms. SooHoo said the water should drain off the panels under the gutter. Upon having the north gutter replaced, the consultant advised the water is collected in the gutter.

3.24 Mr. Falkof said, if the home were moved over to today’s regulations, the applicant would not have to come before the Zoning Board.

Ms. SooHoo concurred, and said the property lines were established right up against the house. This proposal is in the spirit of Wilmette’s plan for solar panels on roofs. She is here because of the unusual setback for this over-100-year-old house.

3.25 Ms. Urban asked for an explanation on the 3’ buffer on the front, back, and up towards the peak of the house around the panels.

3.26 Mr. Pellaton indicated Exhibit 1.7 and said this is a 3’ fire setback.

3.27 Ms. Urban asked if this is required on the front and back but not on the side.

Ms. SooHoo said she is not an expert, but the solar panel consultant drew this design.

3.28 Mr. Surman stated this should be on all sides except the side where the gutter is.

3.29 Ms. Urban asked why it is on three sides but not all.

Ms. SooHoo said she could follow up with the solar panel installer.
3.30 Ms. Urban asked if Ms. Roberts knows.

Ms. Roberts said the Zoning Ordinance includes specifications for building-mounted systems. Panels should be located no higher than 3’ below the ridge to allow for smoke ventilation. Panels should be located in a manner that provides one 3’-wide clear access pathway from the eave to the ridge on each roof slope. The intention is to address fire safety and fire-department access. The fire chief reviewed same and found this plan acceptable.

3.31 Chairman Schneider asked, when the applicant paints and replaces the gutters on that side of the house or replaces shingles on the roof, if they have to ask the neighbor’s permission. He referenced his own house that is 5’ from the property line, and said he has always been given consent from his neighbor. This is not unusual for neighbors to be supportive.

3.32 Ms. SooHoo said she spoke with that neighbor and said the concern is not only access but aesthetics.

Ms. Norrick said that wasn’t stated in their correspondence.

3.33 Mr. Pellaton asked what the age of the roof is.

Ms. SooHoo said a roof contractor last year said it would have 10+ years remaining. If the solar panels outlived the roof, the solar panels would be removed, and the roof would be replaced, and the panels restored.

3.34 Mr. Pellaton said he is concerned with current maintenance. If the southernmost panels were turned perpendicular, 8 would fit instead of 12. Then additional panels could be placed on the north side. This would lessen the issue with the neighbor, whether because of the overhang, maintenance, installation, or whatever.

Ms. SooHoo said they had considered that. This was proposed if there was no unusual property-line setbacks. An alternative was considered to meet the 5’ setback horizontal. Setbacks were considered for venting as well.

3.35 Mr. Pellaton said this would be less non-conforming for the neighbor.

3.36 Ms. Norrick asked if the contractor could install from the north side.

Ms. SooHoo said it is not ideal. The contractor’s equipment would be in the applicant’s side yard. She said they would access that side of the roof. Their ladders would go up, they’d pull the panels up; hoist them. There are some architectural details on that side of the roof that they would need to avoid.

3.37 There was no one in the audience to speak on this case. There was no additional communication on this case.
5.0 VIEWS EXPRESSED BY MEMBERS OF THE ZONING BOARD OF APPEALS

5.1 Mr. Falkof said will support this. The issue is only because of the property line location. The owner has a unique hardship. She is trying to alleviate the situation while maximizing efficiency. The neighbor’s concerns would still be there regardless of the installation. This design makes the most sense.

5.2 Mr. Surman said he concurred. The hardship is the location of the building on the property. It is important to maximize energy. He will support this.

5.3 Ms. Urban said she concurred. The triangular shape of the lot makes it difficult to situate a house appropriately. The neighbor’s concerns are minimized as the contractor does not need to go on their property. With climate change, we should be using renewable energy sources and support these opportunities. She will support this.

5.4 Mr. Pellaton said he would like to have seen an attempt to meet the neighbor halfway to make it less non-conforming with changes to the layout. There could be issues when the applicant wishes to paint the house.

5.5 Mr. Glattard said he concurred with Mr. Pellaton and has concerns with drainage into the gutter. The higher the water is, the farther it tends to go. He suggests addressing this issue with the solar panel installer. The neighbor could call the building department. The neighbor should be spoken with and a resolution made. The hardship is a true one as the building is on the property line. He will support this.

5.6 Ms. Norrick said she supports this and concurred with Mr. Surman and Ms. Urban. The hardship is the location of the home on the property. The drainage concerns were raised, and the consultant assured that the solar panels would not obstruct the flow; she is not concerned.

5.7 Chairman Schneider said he supports this and concurred with the comments made. He hopes the neighbors continue to be cooperative and not cause the applicant to incur extra expenses in order to accommodate their concerns.

6.0 DECISION

6.1 Mr. Falkof moved to recommend granting a request for a 4.7’ side yard solar panel setback variation and a 7.0’ rear yard solar panel setback variation to permit the installation of roof-mounted solar panels at 161 Prairie Avenue in accordance with the plans submitted.

6.11 Mr. Surman seconded the motion, and the vote was as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairman Reinhard Schneider</td>
<td>Yes</td>
</tr>
<tr>
<td>Brad Falkof</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Didier Glattard       Yes  
Christine Norrick    Yes  
Ryrie Pellaton       No  
Bob Surman           Yes  
Maria Urban          Yes  

6.2  Ms. Norrick moved to authorize the Chairman to prepare the report and recommendation for case number 2022-Z-16.

6.21 Ms. Urban seconded the motion, and the vote was as follows:

Chairman Reinhard Schneider       Yes  
Brad Falkof                      Yes  
Didier Glattard                   Yes  
Christine Norrick                 Yes  
Ryrie Pellaton                    Yes  
Bob Surman                        Yes  
Maria Urban                       Yes  

Motion carried.

7.0 FINDINGS OF FACT UPON WHICH DECISION WAS BASED

A majority of the Zoning Board of Appeals finds that the request meets the variation standards of Section 5.4.F of the Zoning Ordinance. The physical condition of the property, the siting of the house on the lot, imposes upon the owner a practical difficulty. The plight of the owner was not created by the owner and is due to the unique development of the lot and house. The difficulty prevents the owner from making reasonable use of the property with solar panels. The proposed variation will not impair an adequate supply of light and air to adjacent property. The applicant will verify with the installer that water running off of the panels will be captured by the roof gutters and will not cause water to sheet off and onto the neighbor’s property. The variations, if granted, will not alter the essential character of the neighborhood.

A minority of the Zoning Board of Appeals finds that the request does not meet the variation standards of Section 5.4.F of the Zoning Ordinance. Specifically, the applicant is creating their own plight with the proposed installation of solar panels and with the proposed configuration of the panels. It is not clear that an alternative orientation of the panels couldn’t still provide the necessary return on investment to the owner while also providing a greater, if not conforming, setback to the neighboring property.

8.0 RECOMMENDATION

The Zoning Board of Appeals recommends granting a request for a 4.7’ side yard solar panel setback variation and a 7.0’ rear yard solar panel setback variation to permit the installation of roof-mounted solar panels at 161 Prairie Avenue in accordance with the
plans submitted.
PLAT OF SURVEY

OF
LOT 23 IN BLOCK 1 IN DALEY'S SUBDIVISION IN WILMETTE, BEING A SUBDIVISION OF THE SOUTH PORTION OF LOTS 6 AND 11 OF DALEY'S SUBDIVISION OF SOUTH SECTION OF QUILMETE RESERVATION AND SITING ON THE SOUTHERNESTLY SUM OF THE HIGHWAY AT CORNER POINT AVENUE ALSO THE EAST 65 FEET OF LOT 23, IN SAID DALEY'S SUBDIVISION OF SOUTH SECTION OF QUILMETE RESERVATION IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE: SOME GROUND IMPROVEMENTS MAY NOT BE SHOWN DUE TO SHOW COVER.

LEGEND

H/A - RECORD / MEASURED
L - ARC LENGTH
R - RADIUS
CH - CHORD

PREPARED FOR: ADVANCE SURVEY, INC.
JOB ADDRESS: 181 PRAIRIE AVENUE, WILMETTE, IL
SELLER/BUYER: CALLER / ADDRES
JOB NO.: 14-02-019

NEKOLA SURVEY, INC.
PROFESSIONAL LAND SURVEYING SERVICES
WWW.NEKOLASURVEY.COM
400 N. SCHMIDT RD., STE. 203
BOLINGBROOK, ILLINOIS 60440
(630) 226-1530 PHONE (630) 226-1430 FAX

- "X" IN BOX INDICATES THE HEREON DRAWN PLAT WAS ORERED AS A NON-H.
NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. FIELD WORK
POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR LOCAL BUILDING AND ZONING ORDINANCES.

1.3

AREA = 5,223 SQ. FT.
MORE OR LESS

SCALE: 2' = 10'

FIELD WORK COMPLETED ON THE 18TH DAY OF MARCH, 2014.
(STATE OF ILLINOIS)
(COUNTY OF WILL) 55

NEKOLA SURVEY INC. DOES HEREBY CERTIFY THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
DATED THIS 20TH DAY OF MARCH, 2014.

WILLIAM J. DOWD
PLO No. 2923
LICENSE RENEWAL DATE: 30 NOVEMBER 2014.
NOTE:
RT MINI'S ARE ATTACHED TO THE DECKING WITH FIVE SCREWS.

PV MODULES

RAFTERS 2"X4" @ 24" O.C.

COMP SHINGLE

11'-1"

FURNACE ROOM IN ATTIC

RAFTERS 2"X4" @ 24" O.C.

COMP SHINGLE

PV MODULES

6'-0"

3'-0"

4'-0"

4'-0"
View of south roof from Prairie Avenue
View of property lines from Prairie Avenue

- Property Line
- South Roof Proposed Solar Panels
- Property Line 1.2-1.3 feet from house

161

Side Yard for Install Staging

North
January 13, 2022

Dear Zoning Board of Appeals:

I am requesting an exception of the property line set-back requirement to install solar panels on my roof.

- Our 130 year-old house has a non-conforming 1.2-1.3 foot setback from the property line along the south-east side of my house. The adjacent house is of a similar vintage, and property lines and setbacks have long been in place. The solar panels will be within the footprint of the existing roof location, which is original to the house.

- Solar Panels produce the best energy output when located on south-facing roofs. Solar panels on the other side of my roof (north-west) is not feasible for two reasons:
  1. Locating solar panels on the north-west facing roof would not produce much energy, and thus be a waste of materials and expense.
  2. The architectural details and gables on that side of my roof limit the number of panels that could fit on that roof side.

- The designers estimate the proposed solar panel arrangement would only produce about 60% of my house’s energy needs. We would like to maximize the energy output of this solar panel installation for environmental reasons.

I greatly appreciate your consideration of our solar panel project and location. Please don't hesitate to contact me if you have any questions.

Thank you,

Annie SooHoo
161 Prairie Ave
(312) 206-5059 - cell
NOTICE OF PUBLIC HEARING
1200 WILMETTE AVENUE WILMETTE, ILLINOIS 60091-0040
COMMUNITY DEVELOPMENT
DEPARTMENT 847) 853-7550
FAX (847) 853-7701

Notice is hereby given that on Wednesday, February 16, 2022
at 7:00 P.M., the Zoning Board of Appeals of the Village of Wilmette
will conduct a public hearing in the Council Chambers of Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois
when matters listed below will be considered:

2022-Z-14 200 Skokie Boulevard

A request by Marcus Cook for
KMPC Inc. for a special use to
operate a full service restaur-
ant (Murray Bros. Caddyshack
Restaurant) in excess of 5,000
square feet on the property
identified as Property Index Numbers 05-32-306-033-0000
and 05-32-306-049-0000.

2022-Z-15 3545 Lake Avenue

A request by Kick Start Pediatric
Therapy Network for a special
use for a medical clinic, large on
the property identified as Prop-
erty Index Numbers 05-31-103-
001-0000, 05-31-103-002-0000,
05-31-103-003-0000, and 05-31-103-
004-0000.

2022-Z-16 161 Prairie Avenue

A request by Annie SooHoo for
a 4.7' side yard solar panel set-
back variation and a 7.0' rear
yard solar panel setback vari-
tion to permit the installation
of roof-mounted solar panels
on the property identified as
Property Index Number 05-34-
306-020-0000.

Reinhard Schneider, Chairman
Rylle Pellaton, Brad Falkof Bob
Sullivan, Diederick Glastad, Maria
Urban, Christine Norick

(Constituting the Zoning Board
of Appeals of the Village of Wil-
mette, Illinois)

If you are a person with a dis-
ability and need special accom-
modations to participate in and/or
attend a Village of Wilmette
public meeting, please notify the
Village Manager’s Office at (847)
853-7510 (TDD) (847) 853-7634
as soon as possible.

Published this 27th day of January 2022 in the Wilmette Life.
Hello Rachael,

Thank you and the ZBA for supplying us with the Notice of Public Hearing for requested solar panel setback variation at 161 Prairie Ave. My wife and I live at 157 Prairie Ave and we oppose this requested variation for several reasons;

161 Prairie abuts our side yard. In fact, the foundation for 161 Prairie is just over 12” from our property line. It is very likely the overhanging eaves and gutters actually extend over our property. As the petitioner’s house is so close to the property line, and the proposed solar panel roof coverage is so excessive, we feel strongly that the ZBA should rigidly enforce the setback standards in this case.

Secondly, installing solar panels with a 0.3’ side yard setback so close to the edge of the roof and gutters may require that installers set up their ladders and equipment on our property to install the panels. We have additional concerns that the installers may position the panels even closer to the edge of the roof than what is being proposed.

Thirdly, without the 5’ side yard setback as required by zoning, and considering the large amount of solar panel coverage requested, any adjustments, maintenance or servicing of these panels may again require roof access from our property. It would seem to me that a legal 5’ side yard setback will allow adequate open roof space for the workers to traverse the roof and safely install and service the panels without having to enter our property. If the proposed variation were to be approved it will most certainly infringe on our use of our property. No one wants workers coming and going through their property unnecessarily, especially these days.

Lastly, the 18.0’ rear yard setback requested will simply increase total solar panel roof coverage and exacerbate the problems as just described. It is our wish the ZBA will deny this variation in its entirety and the property owners proceed with the installation of solar panels in compliance with village zoning requirements.

Thank you all for your consideration.

Garth and Myrna Gustafson
157 Prairie Ave
Wilmette, IL 60091
Hi Lisa,
Thanks for the packet. I just wanted to inform you and the ZBA that we had a phone call last night with Annie Soo Hoo, our neighbor and owner of 161 Prairie to explain our reasoning for opposing the requested zoning variance.

Nothing has changed and we oppose the application in its entirety. Unfortunately we won’t be able to attend the public hearing tonight but we trust the ZBA understands our position and will take that into consideration in rendering a judgement.

My best to you,
Garth

On Feb 14, 2022, at 8:51 AM, Roberts, Lisa <robertsl@wilmette.com> wrote:

Dear Garth:

Attached is an additional item submitted by the applicant for Wednesday. You should be getting a hard copy of the ZBA report in the mail today or tomorrow (?)

Sincerely,
Lisa

Lisa Roberts, AICP
Assistant Director of Community Development
Village of Wilmette
<image001.jpg>
Telephone (847) 853-7529
Fax (847) 853-7701

<161 Prairie Solar Project Addl Info.pdf>
ORDINANCE NO. 2022-O-23

AN ORDINANCE AUTHORIZING VARIATIONS PURSUANT TO THE WILMETTE ZONING ORDINANCE (161 Prairie Avenue)

WHEREAS, Annie SooHoo (“Applicant”) has requested variations from Section 8.3, Section 17.4.C and Section 17.4.D of the Village of Wilmette Zoning Ordinance. Specifically, Applicant requests a 4.7’ side yard solar panel setback variation and a 7.0’ rear yard solar panel setback variation (“Requested Variations”) to permit the installation of roof-mounted solar panels upon the subject property commonly known as 161 Prairie Avenue, Wilmette, Cook County, Illinois, and legally described as:

LOT 23 IN BLOCK 1 IN DOYLE’S SUBDIVISION IN WILMETTE, BEING A SUBDIVISION OF THE SOUTH PORTION OF LOTS 10 AND 11 OF BAXTER’S SUBDIVISION OF SOUTH SECTION OF QUILMETTE RESERVATION AND LYING ON THE SOUTHWESTERLY SIDE OF THE HIGHWAY AS GROSS POINT AVENUE ALSO THE EAST 66 FEET OF LOT 9, IN SAID BAXTER’S SUBDIVISION OF SOUTH SECTION OF QUILMETTE RESERVATION IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, the Zoning Board of appeals, after giving due and proper notice as required by law, held a public hearing on February 16, 2022 on the foregoing application and the Requested Variations and thereafter filed with the President and Board of Trustees of the Village a report accompanied by findings of fact specifying the reasons for the report and recommending granting the requested relief, in accordance with the plans as submitted and discussed at the public hearing, and on the condition that all other requirements of the Zoning and Building Ordinances be complied with;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Wilmette, Cook County, Illinois:

SECTION 1: The foregoing findings and recitals are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.
SECTION 2: The aforementioned report and recommendation of the Zoning Board of Appeals of this Village is concurred with and approved, and the Requested Variations are granted.

SECTION 3: The Director of Community Development of the Village of Wilmette, Illinois, hereby is authorized and directed to issue the necessary permits to allow the proposed construction, in accordance with the plans as submitted at the public hearing, and on the condition that all other requirements of the Zoning and Building Ordinances be complied with.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 8th day of March 2022, according to the following roll call vote:

AYES: None.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

______________________________
Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 8th day of March 2022.

______________________________
President of the Village of Wilmette, IL

ATTEST:

______________________________
Clerk of the Village of Wilmette, IL
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.10

Finance Department

SUBJECT: FEBRUARY 2022 Monthly Disbursements

MEETING DATE: March 8, 2022

FROM: Melinda Molloy, Finance Director

BUDGET IMPACT: Not Applicable

Recommended Motion

Move to approve the disbursements for the month of February 2022.

Background

Chapter 6 Article 5 Section 6-105 of the Village Code reads as follows:

(a) All bills, which do not require prior approval by the Board of Trustees before payment is made, shall be paid as promptly as practicable after submission of the bills to the Village, unless the Village Manager directs otherwise.

(b) An itemized report of all bills paid pursuant to subsection (a) of this section shall be submitted to the Board of Trustees during the month immediately following the month of payment. The report shall include a certification by the Finance Director that all bills shown in the report were due and payable and that funds were appropriated for the expenditure in accordance with the provisions of ILCS, ch. 65, act 5. The Board of Trustees shall approve the bills listed in the report, with such exceptions as considered necessary by the Board. If the Board of Trustees withholds approval from any bill listed in the report, the Board shall provide for such corrective measures, as the Board considers appropriate.

Chapter 6 Article 5 Section 6-105 of the Village Code outlines specific procurement guidelines for Village purchases:

- Purchases below $1,000 may be made without any formal or informal price quotes.
- Purchases between $1,000 and $25,000 require three quotes prior to such purchase (unless the item is a single source item, professional service or an emergency purchase) and can be approved by the Village Manager.
- Purchases in excess of $25,000 require specific approval by the Village Board.
Discussion

The accompanying report lists disbursements that were all due and payable and the payments were processed in accordance with State and Local guidelines.

Attached

- February 2022 Disbursements Summary
- Village of Wilmette Disbursement Report February 2022
February 2022 Disbursements Summary

to be approved by the Village Board of Trustees
at the March 8, 2022 Village Board meeting

2/15/2022 Payroll Disbursements 1,016,944.71
2/28/2022 Payroll Disbursements 1,215,092.42
2/28/2022 Payroll Disbursements - Fire and Police Pension 677,760.73

TOTAL $2,909,797.86

February 2022
Accounts Payable Disbursements (See attached Disbursement Report sorted by amount paid to Vendor):

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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>MUNIS Warrant # 020222-1</td>
<td>309,458.72</td>
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TOTAL $2,710,149.23

February 2022
Other Disbursements:

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<th>Description</th>
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<tr>
<td>Transfers - Wire &amp; ACH:</td>
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<tr>
<td>North Suburban Employee Benefit Co-Op (January premium)</td>
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<td>North Suburban Employee Dental Co-Op (January premium)</td>
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<td>IMRF (February)</td>
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<td>IEPA Loan L17-4672</td>
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<tr>
<td>Miller Easement - 3rd installation</td>
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<tr>
<td>Prop. Tax Depot Nuevo, 1139 Wilmette</td>
<td>12,649.78</td>
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TOTAL $594,361.64

Banking Debits:

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<tr>
<td>Transfers to the Section 125 Reimbursement Account</td>
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<tr>
<td>NSCB Service Charges (1/22)</td>
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<tr>
<td>Matrix/Gateway - vehicle website fees (1/22)</td>
<td>26.24</td>
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<tr>
<td>USPS - Postage Costs (utility billing, Communicator, etc.)</td>
<td>1,932.89</td>
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<tr>
<td>FedChex - AR Collection Fees</td>
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TOTAL $29,092.40

Total February 2022 Disbursements 6,243,401.13
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<th>YTD Vendor Total</th>
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<td>RETAINAGE PAYABLE</td>
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<td>$616,148.23</td>
<td>$616,148.23</td>
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AGENDA ITEM: 3.11

Finance Department

SUBJECT: Presentation of the December Monthly Financial Report

MEETING DATE: March 8, 2022

FROM: Melinda Molloy, Finance Director
      Erik Hallgren, Assistant Village Manager

Recommendation

The Village Board accept the monthly financial report and direct staff to place it on file.

Background

Section 6-4.1 of the Village Code reads as follows:

_The Village Treasurer shall submit monthly financial reports to the Village Manager and Board of Trustees, clearly reflecting the Village’s assets and liabilities, receipts and disbursements and expended and unexpended balances of appropriation._

The Finance Director is the appointed Village Treasurer. When presenting the report, the Finance Director typically advises of significant fluctuations in revenues or expenses to the Village’s funds and discusses the impact on the year-end balance for the particular fund.

Each month, the Board will receive two reports:
- The monthly financial report (follows this memorandum)
- Monthly disbursements (separate report)

The monthly financial report includes the following:
- General Fund, Sewer Fund, and Water Fund Analysis
- Reserve Balance Summary
- Investments Summary
- Financial Report Overview
- YTD Budget Detail - direct output from our MUNIS financial system
**Meeting Date:** March 8, 2022  
**To:** Village Board of Trustees  
**From:** Melinda Molloy, Finance Director  
Erik Hallgren, Assistant Village Manager  
**Subject:** Period 12 Financial Report - *Preliminary*

**2021 Year-to-Date Financial Highlights**  
This section highlights the overall financial status of the Village's funds including the General, Water, and Sewer Funds through December of 2021, Period 12. These figures are preliminary and will be adjusted during the audit process; final data will be presented to the Village Board upon completion of the 2021 annual audit.

**Financial Overview**

*General Fund Revenues*  
Through Period 12, General Fund revenues are $36.97 million which is 10.1% greater than the $33.58 million annual budget. The Village saw positive performance in market driven revenues such as sales tax (up 18.9%), real estate transfer tax (up 73.1%), permits (up 44.2%), and income tax (up 43.9%).

*General Fund Expenditures*  
Through Period 12, General Fund expenses are $35.17 million, which is 99.0% spent of the $35.52 million budget. Spending tracked in line with budget in almost all categories including personnel (99.6% spent), contractual services (103.7% spent; slightly over due to snow removal and software services); commodities (95.7% spent); and capital expenses (92.1% spent; down slightly due to delays in vehicle purchases).
Water Fund Revenues
Through Period 12, Water Fund operating revenues (non-capital), are $10.72 million, which is 5.6% greater than the $10.15 million budget. Revenues were projected to be up year over year due to the addition of North Maine water sales, however total wholesale sales (up 4.8%) and residential charges (up 10.0%) sales were up compared to projections. The driver of this over performance was higher usage during the summer months.

Water Fund Expenditures
Through Period 12, Water Fund operating expenditures (non-capital) are $9.71 million, which is 95.7% spent of the $10.15 million budget. The primary expenditures including personnel costs, commodities, and contractual repair services were in line with the annual budget. The cost category under budget was other expenses which includes the interfund transfer to the General Fund; this transfer was reduced by the Village Board from $1.34 million to $1.05 million.

Sewer Fund Revenues
Sewer Operating
Through Period 12, Sewer Fund operating revenues (non-capital), are $5.42 million, which is 8.1% greater than the $5.01 million consumption budget. Revenues are based upon residential water consumption and have seen an increase due to higher consumption. Revenues for the sewer fund are derived from the $4.40 per CCF charge.

Stormwater
Through Period 12, stormwater revenues are at $1.83 million, which is 7.6% greater than the $1.70 million budget. This differential is caused primarily by organizations not applying for stormwater detention or institutional/501c3 credits.

Sewer Fund Expenditures
Through Period 12, Sewer Fund operating expenditures (non-capital) are $5.27 million, which is 96.7% spent of the $5.45 million budget. These expenditures include personnel costs, IEPA loan and other debt service, and contractual sewer repair and maintenance services.

Stormwater
Through Period 12, stormwater expenditures (non-capital) are $1.62 million, in-line with the annual budget. These expenditures include personnel, debt service, and stormwater incentives. Debt service expenditures were slightly up compared to budget and were offset by decreased spending for the stormwater incentive program.
Parking Meter Fund Revenues
Through Period 12, Parking Meter Fund revenues are $154.5 thousand, which is 39.5% less than the $255.3 thousand budget. This was driven by a continued reduction of commuters utilizing the lots. It is expected that in 2022, there will be a need for a transfer to the Parking Meter Fund to offset the continued reduction in revenues.

Parking Meter Fund Expenditures
Through Period 12, Parking Meter expenditures are $294.6 thousand, which is 12.1% less than the $335.1 thousand budget. This expenditure reduction was attributable to reductions in rent costs, which are correlated with daily parking fee revenues.
Items of Significance

Regular Wages
Through Period 12, regular wages across the organization totaled $21.5 million, which was 98.3% of the $21.89 million budget. Regular wages throughout the year were slightly below budget due to vacancies in the organization. Regular wages aligned with the budget towards the end of the year as the Village began to hire staff approved during the 2022 budget process.

Sales Tax and Home Rule Sales Tax
The Village receives four primary sales tax distributions, the 1% municipal sales tax, home-rule sales tax, local use tax, and the state-shared cannabis tax. Total revenues in these categories totaled $6.27 million, exceeding the annual budget by 22.2%. The increase in receipts is driven by the change in the Illinois State law regarding internet sales, which impacted March to December receipts and the Village will receive a full year of distributions in 2022.

Water Sales and Charges
Through Period 12, wholesale water charges were up 4.8%, totaling $6.99 million. As previously discussed, this was due to a full year of North Maine sales but also due to an increase in consumption. Consumption increases are recognizable due to the 10.0% increase in residential water charges, totaling $3.53 million. Increased residential water charges also have a positive impact on sewer charges since consumption is the basis for sewer fees.

Capital Expenditures
Capital expenditures are the most variable expenditures on an annual basis. These expenditures for major infrastructure improvements including roadwork, water plant improvements, and stormwater have increased in the past two years, driven primarily by the Neighborhood Storage Project. Through Period 12, the Village spent $23.83 million on capital expenditures.
## Reserve Balance Summary

The below reserve balances are based upon the preliminary December 2021 financial information. These figures are preliminary and will be adjusted during the audit process; final data will be presented to the Village Board upon completion of the 2021 annual audit.

<table>
<thead>
<tr>
<th></th>
<th>General Fund</th>
<th>Water Fund</th>
<th>Sewer Fund</th>
<th>Stormwater Utility</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2021 Expenditure Budget</strong></td>
<td>$35.52 M</td>
<td>$10.15 M</td>
<td>$5.45 M</td>
<td>$1.60 M</td>
</tr>
<tr>
<td><strong>2021 Target Percent</strong></td>
<td>30%</td>
<td>25%</td>
<td>25%</td>
<td>5%</td>
</tr>
<tr>
<td><strong>2021 Recommended Balance</strong></td>
<td>$10.66 M</td>
<td>$2.54 M</td>
<td>$1.36 M</td>
<td>$80k</td>
</tr>
<tr>
<td><strong>2021 Starting Balance</strong></td>
<td>$14.65 M</td>
<td>$4.34 M</td>
<td>$2.36 M</td>
<td>$307k</td>
</tr>
<tr>
<td><strong>Starting Balance Percent</strong></td>
<td>41.2%</td>
<td>42.8%</td>
<td>43.4%</td>
<td>19.1%</td>
</tr>
<tr>
<td><strong>Budget YE Balance</strong></td>
<td>$12.71 M</td>
<td>$4.34 M</td>
<td>$1.93 M</td>
<td>$398k</td>
</tr>
<tr>
<td><strong>Budget YE Balance Percent</strong></td>
<td>35.8%</td>
<td>42.8%</td>
<td>35.4%</td>
<td>24.7%</td>
</tr>
<tr>
<td><strong>Estimated YE Balance</strong></td>
<td>$16.46 M</td>
<td>$5.35 M</td>
<td>$2.52 M</td>
<td>$520k</td>
</tr>
<tr>
<td><strong>Estimated YE Balance Percent</strong></td>
<td>46.3%</td>
<td>52.7%</td>
<td>46.2%</td>
<td>32.3%</td>
</tr>
</tbody>
</table>
# Investment Summary

**Village of Wilmette**  
**Investment Summary**  
**December 31, 2021**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Net Book Value of Investments</th>
<th>Maturity (Par) Value of Investments</th>
<th>Market Value of Investments</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$19,968,000.29</td>
<td>$19,968,000.29</td>
<td>$19,968,000.29</td>
</tr>
<tr>
<td>General Fund - Bond Proceeds</td>
<td>1,087,586.82</td>
<td>1,087,586.82</td>
<td>1,087,586.82</td>
</tr>
<tr>
<td>Section 10B Fund</td>
<td>1,587,225.48</td>
<td>1,587,225.48</td>
<td>1,587,225.48</td>
</tr>
<tr>
<td>Motor Fuel Tax Fund</td>
<td>1,704,286.02</td>
<td>1,704,286.02</td>
<td>1,704,286.02</td>
</tr>
<tr>
<td>Firemen’s Pension Fund</td>
<td>49,108,479.41</td>
<td>48,756,644.18</td>
<td>65,778,566.28</td>
</tr>
<tr>
<td>Police Pension Fund</td>
<td>51,073,121.34</td>
<td>50,702,653.98</td>
<td>64,496,320.79</td>
</tr>
<tr>
<td>Water &amp; Sewer Operating Funds</td>
<td>9,298,184.06</td>
<td>9,298,184.06</td>
<td>9,298,184.06</td>
</tr>
<tr>
<td>Sewer Fund – Bond Proceeds</td>
<td>10,328,742.25</td>
<td>10,328,742.25</td>
<td>10,328,742.25</td>
</tr>
<tr>
<td>Water Fund – Bond Proceeds</td>
<td>880,751.47</td>
<td>880,751.47</td>
<td>880,751.47</td>
</tr>
</tbody>
</table>

| All Funds Deposits & Investments - December 2021 | $145,016,378.94 | $144,294,076.35 | $173,109,665.27 |
VILLAGE OF WILMETTE
2021 Financial Report
Period 12 Update - Preliminary

2021 Budget
GENERAL FUND

REVENUE
PROPERTY TAX
SALES TAX
SERVICE CHARGES
OTHER REVENUE
INCOME TAX
UTILITY TAXES
PERMITS
LICENSES
HOME RULE SALES TAX
INTERFUND TRANSFER
REAL ESTATE TRANSFER TAX
GRANT/CONTRIBUTIONS
REVENUE Total
EXPENSE
PERSONNEL EXPENSE
CAPITAL OUTLAY
CONTRACTUAL SERVICES
REFUSE COLLECTION
OTHER EXPENSE
COMMODITIES
CONTINGENCY EXPENSE
DEBT SERVICE EXPENSE
CERF ALLOCATION
EXPENSE Total

REVENUE
SERVICE CHARGES
OTHER INCOME
RESIDENTIAL WATER CHARGES
WHOLESALE WATER SALES
INVESTMENT INCOME
REVENUE Total
EXPENSE
PERSONNEL EXPENSE
CAPITAL OUTLAY
CONTRACTUAL SERVICES
OTHER EXPENSE
COMMODITIES
DEBT SERVICE EXPENSE
EXPENSE Total

REVENUE
RESIDENTIAL SEWER CHARGES
INVESTMENT INCOME
REVENUE Total
EXPENSE
PERSONNEL EXPENSE
CAPITAL OUTLAY
CONTRACTUAL SERVICES
OTHER EXPENSE
COMMODITIES
DEBT SERVICE EXPENSE
EXPENSE Total

REVENUE
STORMWATER CHARGES
REVENUE Total
EXPENSE
PERSONNEL EXPENSE
OTHER EXPENSE
DEBT SERVICE EXPENSE
EXPENSE Total

REVENUE
DAILY FEE
PERMITS
RENTAL
REVENUE Total
EXPENSE
PERSONNEL EXPENSE
CONTRACTUAL SERVICES
OTHER EXPENSE
COMMODITIES
EXPENSE Total

2020 Year-End
Actual

2020 YTD
Actual

Prior Year
Variance ($)

10,811,800
3,529,998
3,180,885
3,076,393
2,492,001
1,904,999
1,869,511
1,830,519
1,600,000
1,340,000
1,080,002
862,883
33,578,991

(205,598)
667,071
268,133
259,270
1,094,220
(159,767)
827,019
83,816
470,262
(290,000)
789,715
(411,855)
3,392,286

10,256,445
3,655,377
3,195,994
2,849,544
2,943,516
1,845,113
2,197,069
1,825,580
1,561,423
1,050,000
1,482,836
649,940
33,512,837

10,256,445
3,655,377
3,195,994
2,849,544
2,943,516
1,845,113
2,197,069
1,825,580
1,561,423
1,050,000
1,482,836
649,940
33,512,837

349,757
541,692
253,024
486,119
642,705
(99,881)
499,461
88,755
508,839
386,881
(198,912)
3,458,440

23,274,391
4,023,885
2,829,456
2,456,475
1,604,403
799,097
520,000
12,500
35,520,207

23,185,902
3,707,002
2,933,601
2,439,254
1,597,704
765,125
526,152
12,500
35,167,240

99.6%
92.1%
103.7%
99.3%
99.6%
95.7%
101.2%
100.0%
0.0%
99.0%

23,274,391
4,023,885
2,829,456
2,456,475
1,604,403
799,097
520,000
12,500
35,520,207

(88,489)
(316,883)
104,145
(17,221)
(6,699)
(33,972)
6,152
(352,967)

22,255,033
4,682,598
2,256,476
2,381,498
6,752,435
766,515
635,807
12,500
39,742,862

22,255,033
4,682,598
2,256,476
2,381,498
6,752,435
766,515
635,807
12,500
39,742,862

930,869
(975,596)
677,125
57,756
(5,154,731)
(1,390)
(109,655)
(4,575,622)

2021 Actual

Percent of
Total Budget

2021 Budget

Budget
Variance ($)

2020 Year-End
Actual

2020 YTD
Actual

50,000
120,000
3,211,901
6,668,351
100,000
10,150,252

93,767
58,040
3,533,771
6,986,546
48,413
10,720,537

187.5%
48.4%
110.0%
104.8%
48.4%
105.6%

50,000
120,000
3,211,901
6,668,351
100,000
10,150,252

43,767
(61,960)
321,870
318,195
(51,587)
570,285

125,302
9,396
3,388,565
6,227,940
70,334
9,821,537

125,302
9,396
3,388,565
6,227,940
70,334
9,821,537

3,770,613
273,500
467,650
1,648,279
972,765
3,015,000
10,147,807

3,733,395
200,349
476,211
1,341,494
974,670
2,983,249
9,709,368

99.0%
73.3%
101.8%
81.4%
100.2%
98.9%
95.7%

3,770,613
273,500
467,650
1,648,279
972,765
3,015,000
10,147,807

(37,218)
(73,151)
8,561
(306,785)
1,905
(31,751)
(438,439)

3,665,335
166,590
369,791
1,331,427
853,999
355,488
6,742,630

3,665,335
166,590
369,791
1,331,427
853,999
355,488
6,742,630

2021 Actual

Percent of
Total Budget

2021 Budget

Budget
Variance ($)

2020 Year-End
Actual

2020 YTD
Actual

5,011,000
5,011,000

5,405,448
13,546
5,418,994

107.9%
0.0%
108.1%

5,011,000
5,011,000

394,448
13,546
407,994

5,226,159
14,514
5,240,673

5,226,159
14,514
5,240,673

893,258
671,000
596,580
131,364
96,900
3,058,004
5,447,106

874,542
589,549
523,609
120,850
100,580
3,056,776
5,265,906

97.9%
87.9%
87.8%
92.0%
103.8%
100.0%
96.7%

893,258
671,000
596,580
131,364
96,900
3,058,004
5,447,106

(18,716)
(81,451)
(72,971)
(10,514)
3,680
(1,228)
(181,200)

790,480
283,860
492,522
110,975
81,651
1,501,160
3,260,648

790,480
283,860
492,522
110,975
81,651
1,501,160
3,260,648

2021 Actual

Percent of
Total Budget

2021 Budget

Budget
Variance ($)

1,700,301
1,700,301

1,829,176
1,829,176

107.6%
107.6%

1,700,301
1,700,301

128,875
128,875

121,167
60,000
1,428,000
1,609,167

109,872
8,350
1,497,856
1,616,078

90.7%
13.9%
104.9%
100.4%

121,167
60,000
1,428,000
1,609,167

(11,295)
(51,650)
69,856
6,911

2021 Budget
PARKING METER FUND

Budget
Variance ($)

98.1%
118.9%
108.4%
108.4%
143.9%
91.6%
144.2%
104.6%
129.4%
78.4%
173.1%
52.3%
110.1%

2021 Budget
STORMWATER UTILITY

2021 Budget

10,606,202
4,197,069
3,449,018
3,335,663
3,586,221
1,745,232
2,696,530
1,914,335
2,070,262
1,050,000
1,869,717
451,028
36,971,277

2021 Budget
SEWER FUND

Percent of
Total Budget

10,811,800
3,529,998
3,180,885
3,076,393
2,492,001
1,904,999
1,869,511
1,830,519
1,600,000
1,340,000
1,080,002
862,883
33,578,991

2021 Budget
WATER FUND

2021 Actual

2021 Actual

Percent of
Total Budget

2021 Budget

Budget
Variance ($)

2020 Year-End
Actual

2020 YTD
Actual

1,374,275
1,374,275

1,374,275
1,374,275

120,233
24,569
144,802

120,233
24,569
144,802

2020 Year-End
Actual

2020 YTD
Actual

Prior Year
Variance ($)
(31,535)
48,644
145,206
758,606
(21,921)
899,000
68,060
33,759
106,420
10,067
120,671
2,627,761
2,966,738

Prior Year
Variance ($)
179,289
(968)
178,321
84,062
305,689
31,087
9,875
18,929
1,555,616
2,005,258

Prior Year
Variance ($)
454,901
454,901
(10,361)
(16,219)
1,497,856
1,471,276

Prior Year
Variance ($)

184,003
68,312
3,000
255,315

83,470
71,025
154,495

45.4%
104.0%
0.0%
60.5%

184,003
68,312
3,000
255,315

(100,533)
2,713
(3,000)
(100,820)

80,956
59,020
3,000
142,976

80,956
59,020
3,000
142,976

2,514
12,005
(3,000)
11,519

144,639
103,910
60,200
26,320
335,069

143,186
111,237
20,602
19,551
294,576

99.0%
107.1%
34.2%
74.3%
87.9%

144,639
103,910
60,200
26,320
335,069

(1,453)
7,327
(39,598)
(6,769)
(40,493)

135,676
77,196
24,839
16,964
254,675

135,676
77,196
24,839
16,964
254,675

7,510
34,041
(4,237)
2,587
39,901


## GENERAL DEBT SERVICE FUND

<table>
<thead>
<tr>
<th>Revenue</th>
<th>2021 Budget</th>
<th>2021 Actual</th>
<th>Percent of Total Budget</th>
<th>2021 Budget</th>
<th>Budget Variance ($)</th>
<th>2020 Year-End Actual</th>
<th>2020 YTD Actual</th>
<th>Prior Year Variance ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax</td>
<td>3,663,500</td>
<td>3,634,703</td>
<td>99.2%</td>
<td>3,663,500</td>
<td>(28,797)</td>
<td>3,655,965</td>
<td>3,655,965</td>
<td>(21,262)</td>
</tr>
<tr>
<td>Interfund Transfer</td>
<td>20,000</td>
<td>20,000</td>
<td>0.0%</td>
<td>20,000</td>
<td>0.0%</td>
<td>20,000</td>
<td>20,000</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Revenue Total</strong></td>
<td>3,683,500</td>
<td>3,654,703</td>
<td>99.7%</td>
<td>3,683,500</td>
<td>(28,797)</td>
<td>3,655,965</td>
<td>3,655,965</td>
<td>(21,262)</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td>3,683,500</td>
<td>3,654,703</td>
<td>99.7%</td>
<td>3,683,500</td>
<td>(28,797)</td>
<td>3,655,965</td>
<td>3,655,965</td>
<td>(21,262)</td>
</tr>
<tr>
<td>Debt Service Expense</td>
<td>3,683,500</td>
<td>3,654,703</td>
<td>99.7%</td>
<td>3,683,500</td>
<td>(28,797)</td>
<td>3,655,965</td>
<td>3,655,965</td>
<td>(21,262)</td>
</tr>
<tr>
<td>Bond Proceeds</td>
<td>3,683,500</td>
<td>3,654,703</td>
<td>99.7%</td>
<td>3,683,500</td>
<td>(28,797)</td>
<td>3,655,965</td>
<td>3,655,965</td>
<td>(21,262)</td>
</tr>
</tbody>
</table>

## CAPITAL PROJECTS FUND

<table>
<thead>
<tr>
<th>Revenue</th>
<th>2021 Budget</th>
<th>2021 Actual</th>
<th>Percent of Total Budget</th>
<th>2021 Budget</th>
<th>Budget Variance ($)</th>
<th>2020 Year-End Actual</th>
<th>2020 YTD Actual</th>
<th>Prior Year Variance ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Proceeds</td>
<td>3,360,000</td>
<td>3,300,000</td>
<td>98.2%</td>
<td>3,360,000</td>
<td>(60,000)</td>
<td>-</td>
<td>-</td>
<td>3,300,000</td>
</tr>
<tr>
<td><strong>Revenue Total</strong></td>
<td>3,360,000</td>
<td>3,300,000</td>
<td>98.2%</td>
<td>3,360,000</td>
<td>(60,000)</td>
<td>-</td>
<td>-</td>
<td>3,300,000</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td>3,360,000</td>
<td>3,300,000</td>
<td>98.2%</td>
<td>3,360,000</td>
<td>(60,000)</td>
<td>-</td>
<td>-</td>
<td>3,300,000</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>2,501,343</td>
<td>2,332,454</td>
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<td>(168,889)</td>
<td>1,894</td>
<td>1,894</td>
<td>2,330,560</td>
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## MOTOR FUEL TAX FUND

<table>
<thead>
<tr>
<th>Revenue</th>
<th>2021 Budget</th>
<th>2021 Actual</th>
<th>Percent of Total Budget</th>
<th>2021 Budget</th>
<th>Budget Variance ($)</th>
<th>2020 Year-End Actual</th>
<th>2020 YTD Actual</th>
<th>Prior Year Variance ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Taxes</td>
<td>1,067,204</td>
<td>1,061,323</td>
<td>99.4%</td>
<td>1,067,204</td>
<td>(5,881)</td>
<td>985,731</td>
<td>985,731</td>
<td>75,592</td>
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<tr>
<td>Grant/Contributions</td>
<td>595,000</td>
<td>595,047</td>
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<td>595,000</td>
<td>47</td>
<td>595,047</td>
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<tr>
<td>Investment Income</td>
<td>4,016</td>
<td>6,116</td>
<td>153.3%</td>
<td>4,016</td>
<td>2,100</td>
<td>7,002</td>
<td>7,002</td>
<td>(1,888)</td>
</tr>
<tr>
<td><strong>Revenue Total</strong></td>
<td>1,666,720</td>
<td>1,664,486</td>
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<td>1,666,720</td>
<td>(3,244)</td>
<td>1,597,860</td>
<td>1,597,860</td>
<td>68,920</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td>1,795,000</td>
<td>1,632,285</td>
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<td>1,795,000</td>
<td>(162,715)</td>
<td>1,200,000</td>
<td>1,200,000</td>
<td>432,285</td>
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## WATER CAPITAL

<table>
<thead>
<tr>
<th>Revenue</th>
<th>2021 Budget</th>
<th>2021 Actual</th>
<th>Percent of Total Budget</th>
<th>2021 Budget</th>
<th>Budget Variance ($)</th>
<th>2020 Year-End Actual</th>
<th>2020 YTD Actual</th>
<th>Prior Year Variance ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant/Contributions</td>
<td>-</td>
<td>90,865</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bond Proceeds</td>
<td>-</td>
<td>90,865</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Revenue Total</strong></td>
<td>-</td>
<td>90,865</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td>400,000</td>
<td>90,865</td>
<td>22.7%</td>
<td>400,000</td>
<td>(309,135)</td>
<td>4,728,622</td>
<td>4,728,622</td>
<td>(4,637,757)</td>
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## SEWER CAPITAL

<table>
<thead>
<tr>
<th>Revenue</th>
<th>2021 Budget</th>
<th>2021 Actual</th>
<th>Percent of Total Budget</th>
<th>2021 Budget</th>
<th>Budget Variance ($)</th>
<th>2020 Year-End Actual</th>
<th>2020 YTD Actual</th>
<th>Prior Year Variance ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Proceeds</td>
<td>820,000</td>
<td>-</td>
<td>0.0%</td>
<td>820,000</td>
<td>(820,000)</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Revenue Total</strong></td>
<td>820,000</td>
<td>-</td>
<td>0.0%</td>
<td>820,000</td>
<td>(820,000)</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Expense</strong></td>
<td>1,420,000</td>
<td>55,080</td>
<td>3.9%</td>
<td>1,420,000</td>
<td>(1,364,920)</td>
<td>640,838</td>
<td>640,838</td>
<td>(585,758)</td>
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## STORMWATER CAPITAL

<table>
<thead>
<tr>
<th>Revenue</th>
<th>2021 Budget</th>
<th>2021 Actual</th>
<th>Percent of Total Budget</th>
<th>2021 Budget</th>
<th>Budget Variance ($)</th>
<th>2020 Year-End Actual</th>
<th>2020 YTD Actual</th>
<th>Prior Year Variance ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Proceeds</td>
<td>15,500,000</td>
<td>20,504,104</td>
<td>132.3%</td>
<td>15,500,000</td>
<td>5,004,104</td>
<td>26,569,866</td>
<td>26,569,866</td>
<td>(6,065,762)</td>
</tr>
<tr>
<td><strong>Revenue Total</strong></td>
<td>15,500,000</td>
<td>20,504,104</td>
<td>132.3%</td>
<td>15,500,000</td>
<td>5,004,104</td>
<td>26,569,866</td>
<td>26,569,866</td>
<td>(6,065,762)</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td>19,400,000</td>
<td>15,217,737</td>
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<td>19,400,000</td>
<td>(4,182,263)</td>
<td>20,079,792</td>
<td>20,079,792</td>
<td>(4,862,055)</td>
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</tbody>
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## Village of Wilmette

Period 12 Update - Preliminary
### YEAR-TO-DATE BUDGET REPORT

**FOR 2021 12**

<table>
<thead>
<tr>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USE/COL</th>
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<tbody>
<tr>
<td>1100 GENERAL FUND</td>
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<td>11000001 300010 PROP. TAXES - CURR</td>
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<td>-221,933.68</td>
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<td>11000001 300020 PROP. TAXES - PRIO</td>
<td>-105,800 -105,800 -104,604.73</td>
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<td>-1,195.27</td>
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<tr>
<td>11000001 300030 PROP. TAXES-LEVIES</td>
<td>144,000 144,000 127,123.21</td>
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<tr>
<td>11000001 300040 ROAD &amp; BRIDGE TAX</td>
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<td>.00</td>
<td>654.58</td>
<td>165.5%</td>
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<td>11000001 300100 HOME RULE SALES TAX</td>
<td>-1,600,000 -1,600,000 -1,078,632.75</td>
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<td>129.4%</td>
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<td>-2,492,000 -2,492,000 -3,586,221.31</td>
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<td>1,094,221.31</td>
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<td>-980,000 -980,000 -911,373.78</td>
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<td>.00</td>
<td>-68,626.22</td>
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<td>11000001 300125 UTILITY TAX - GAS</td>
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<td>-525,000 -525,000 -416,823.88</td>
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<td>-108,176.12</td>
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<td>11000001 300140 WIRELESS 911 TAX</td>
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<td>-244,000 -244,000 -467,823.41</td>
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<td>-212,000 -212,000 -212,657.24</td>
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<td>11000001 300176 Hotel Tax</td>
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<tr>
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<td>.00</td>
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<td>.00</td>
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<td>.00</td>
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<td>11000001 301020 ANIMAL LICENSES</td>
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</tbody>
</table>
## YEAR-TO-DATE BUDGET REPORT

**FOR 2021 12**

<table>
<thead>
<tr>
<th>ORIGINAL</th>
<th>REVISED</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE</th>
<th>PCT USE/COL</th>
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</tr>
<tr>
<td>-5,000</td>
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<td>-3,924.00</td>
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<td>.00</td>
<td>100.00</td>
<td>100.0%</td>
</tr>
<tr>
<td>-5,000</td>
<td>-5,000</td>
<td>-3,924.00</td>
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<td>.00</td>
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<td>100.0%</td>
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<tr>
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<td>.00</td>
<td>.00</td>
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<td>100.0%</td>
</tr>
<tr>
<td>-5,000</td>
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<td>-3,924.00</td>
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<td>.00</td>
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<td>100.0%</td>
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<td>0</td>
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<td>.00</td>
<td>100.00</td>
<td>100.0%</td>
</tr>
<tr>
<td>-5,000</td>
<td>-5,000</td>
<td>-3,924.00</td>
<td>-327.00</td>
<td>.00</td>
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<td>100.0%</td>
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<tr>
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<td>.00</td>
<td>100.00</td>
<td>100.0%</td>
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<tr>
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<td>-5,000</td>
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<td>-327.00</td>
<td>.00</td>
<td>3,924.00</td>
<td>100.0%</td>
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<tr>
<td>0</td>
<td>0</td>
<td>-100.00</td>
<td>.00</td>
<td>.00</td>
<td>100.00</td>
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### Year-To-Date Budget Report

**For 2021 12**

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User: molloym
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## YEAR-TO-DATE BUDGET REPORT

FOR 2021 12

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## Year-To-Date Budget Report

**For 2021 12**

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VILLAGE OF WILMETTE
YEAR-TO-DATE BUDGET REPORT
FOR 2021 12
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420020
420020
420400
420410
422000
422100
425000
425100
425200
425200
425205
425210
425220
425230
425235
425240
425245
425246
425247
425250
425250
425250
425255
425256
428020
430230
430250
440500
441000
442000
470350
470375

PROFESSIONAL SERVI
20044 MASTER BIKE P
PLAN REVIEW SERVIC
Non-Oper. Plan Rev
MAINT.-OFFICE EQUI
MAINT.-TRAFFIC SIG
SIDEWALK REPLACEME
CURB REPAIRS
S.A.M.P. PROGRAM
22151 BAKER ALLEY R
STREET PATCHING
PAVEMENT SURFACE R
PAVEMENT MARKING P
BRICK STREET MAINT
BRICK STREET RENOV
CRACK SEALING PROG
TRAFFIC CALMING PR
PEDESTRIAN IMPROVE
BIKE PLAN IMPLEMEN
STREET RESURFACING
80111 CENTRAL AVENU
80113 STREET RESURF
ENGINEERING SERVIC
ENGINEERING SERVIC
TELEPHONE SERVICE
SUPPLIES - OFFICE
SUPPLIES - OTHER T
AUTOMOTIVE EXPENSE
INCIDENTALS
TRAINING
INFRASTRUCTURE - P
80404 SKOKIE VALLEY

REVISED
BUDGET

YTD ACTUAL

MTD ACTUAL

ENCUMBRANCES

AVAILABLE
BUDGET

PCT
USE/COL

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30,000
1,000
58,900
75,000
26,000
574,000
0
95,000
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99,055
166,000
20,000
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1,800
3,900
15,000
25,000

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95,000
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64.7%
100.0%*
49.3%
59.3%
.0%
91.7%
99.6%
96.5%
83.6%
100.0%*
98.5%
72.1%
99.3%
89.5%
64.0%
100.0%*
122.2%*
98.6%
57.2%
231.1%*
83.4%
.0%
73.9%
6.1%
80.7%
79.7%
145.4%*
166.1%*
77.6%
82.2%
77.6%
.0%

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5,725
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40,150

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96.8%
131.7%*
101.0%*
82.1%
100.0%*
92.3%
92.9%
97.0%

11233030 STREETS - PUBLIC WORKS
11233030
11233030
11233030
11233030
11233030
11233030
11233030
11233030

410100 REGULAR WAGES
410200 OVERTIME WAGES
415000 EMPLOYEE BENEFITS
420010 MEMBERSHIPS
420020 PROFESSIONAL SERVI
420020 20015 GPS FLEET MAN
420040 LEASE / PURCHASE C
421000 CONTRACTUAL SERVIC

Report generated: 03/03/2022 12:22
User:
molloym
Program ID:
glytdbud

Page

7


## YEAR-TO-DATE BUDGET REPORT

For 2021

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<thead>
<tr>
<th>ACCOUNT CODE</th>
<th>DESCRIPTION</th>
<th>ORIGINAL APPROP</th>
<th>ORIGINAL BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
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### FOR 2021

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### 11273030 REFUSE - PUBLIC WORKS

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## YEAR-TO-DATE BUDGET REPORT

### FOR 2021 12

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## Village of Wilmette

### Year-to-Date Budget Report

**For 2021 12**

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<th>Revised Budget</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
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**11342035 BLDG&GRDS - OTHER PUB. WORKS**

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<th>Encumbrances</th>
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### YEAR-TO-DATE BUDGET REPORT

**FOR 2021 12**

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### Year-to-Date Budget Report

#### For 2021

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## VILLAGE OF WILMETTE

### YEAR-TO-DATE BUDGET REPORT

FOR 2021 12

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<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
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<th>PCT USE/COL</th>
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### 1200 EMPLOYEE INSURANCE FUND

| 12000001 310010 GENERAL FUND CONTR | -2,825,280 | -2,825,280 | -2,803,422.11 | -238,624.27 | .00 | -21,857.89 | 99.2%* |
| 12000001 310020 MUNIC. GARAGE CONTR | -121,985 | -121,985 | -106,508.82 | -9,455.39 | .00 | -15,476.18 | 87.3%* |
| 12000001 310025 PARKING METER FUND | -25,754 | -25,754 | -25,706.82 | -2,217.07 | .00 | -5,674.62 | 96.2%* |
| 12000001 310030 SEWER FUND CONTRIB | -149,499 | -149,499 | -143,824.38 | -10,802.32 | .00 | -5,674.62 | 96.2%* |
| 12000001 310040 WATER FUND CONTRIB | -522,554 | -522,554 | -523,436.83 | -42,801.84 | .00 | 882.83 | 100.2% |
| **TOTAL REVENUES** | -3,645,072 | -3,645,072 | -3,602,898.94 | -303,900.89 | .00 | -42,173.06 |
| **TOTAL EXPENSES** | 3,645,072 | 3,645,072 | 3,581,888.26 | 299,360.41 | .00 | 63,183.74 |

### 1600 GENERAL DEBT SERVICE FUND

| 16000001 300010 PROP. TAXES - CURR | -3,674,100 | -3,674,100 | -3,640,479.17 | -9,101.30 | .00 | -33,620.83 | 99.1%* |
| 16000001 300020 PROP. TAXES - PRIOR | -37,400 | -37,400 | -38,010.66 | -629.16 | .00 | 610.66 | 101.6% |
| 16000001 300030 PROP. TAXES-LEVISSION | 48,000 | 48,000 | 43,786.81 | 2,819.87 | .00 | 4,213.19 | 91.2% |
| 16000001 374100 GENERAL FUND TRANS | -20,000 | -20,000 | .00 | .00 | .00 | -20,000.00 | .0%* |
| **TOTAL REVENUES** | -3,645,072 | -3,645,072 | -3,602,898.94 | -303,900.89 | .00 | -42,173.06 |
| **TOTAL EXPENSES** | 3,645,072 | 3,645,072 | 3,581,888.26 | 299,360.41 | .00 | 63,183.74 |

| 16930080 450010 BOND REGISTRAR FEE | 2,000 | 2,000 | 1,300.00 | .00 | .00 | 700.00 | 65.0% |

Report generated: 03/03/2022 12:22
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Program ID: glytdbud
## Year-To-Date Budget Report

**For 2021 12**

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<tr>
<th>APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
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### 1992 Motor Fuel Tax Fund

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<th>AVAILABLE BUDGET</th>
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### 2200 Motor Fuel Tax Fund

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## YEAR-TO-DATE BUDGET REPORT

FOR 2021

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<th>MTD ACTUAL</th>
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<td>4,000</td>
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<td>2,000</td>
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<td>.00</td>
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<td>5,000</td>
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<td>443.28</td>
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<td>5,400</td>
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<td>2,400.00</td>
<td>.0%</td>
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Report generated: 03/03/2022 12:22
User: mollon
Program ID: glytdbud
### VILLAGE OF WILMETTE

**YEAR-TO-DATE BUDGET REPORT**

**FOR 2021 12**

<table>
<thead>
<tr>
<th>23763001 340120</th>
<th>CTA LOT REV.-MERCH</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USE/COL</th>
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<tbody>
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<td>-3,780.00</td>
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<td>.00</td>
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<td>680.00</td>
<td>122.7%</td>
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### 23763090 PMF - CTA - ENTERPRISE

| 23763090 410100 | REGULAR WAGES | 45,447 | 45,447 | 45,393.11 | 3,798.85 | .00 | 53.89 | 99.9%         |
| 23763090 410200 | OVERTIME WAGES | 2,250 | 2,250 | .00 | .00 | .00 | 2,250.00 | .0%          |
| 23763090 415000 | CONTRACTUAL SERVIC | 6,810 | 6,810 | 7,850.00 | 3,290.00 | .00 | 1,040.00 | 115.3%*      |
| 23763090 421150 | CONTRACTUAL GROUND | 3,000 | 3,000 | 2,995.73 | 427.96 | .00 | 4.27 | 99.9%        |
| 23763090 421200 | CONTRACTUAL SNOW R | 9,185 | 9,185 | 14,871.93 | .00 | .00 | 5,686.93 | 161.9%*      |
| 23763090 430400 | MATERIALS | 3,520 | 3,520 | 1,748.00 | 70.00 | .00 | 1,772.00 | 49.7%        |
| 23763090 448550 | RENT - CTA LOTS | 30,000 | 30,000 | 13,034.12 | 2,239.06 | .00 | 16,965.88 | 43.4%        |

### 23773001 PMF - BURMEISTER - REVENUE

| 23773001 340200 | PERMIT REV.-BURMEI | -20,000 | -20,000 | -12,025.00 | -1,350.00 | .00 | -7,975.00 | 60.1%*        |

### 23773090 PMF - BURMEISTER - ENTERPRISE

| 23773090 410000 | CONTRACTUAL SERVIC | 4,580 | 4,580 | 5,406.22 | 175.84 | .00 | 826.22 | 118.0%*      |
| 23773090 430400 | MATERIALS | 500 | 500 | 92.08 | .00 | .00 | 407.92 | 18.4%        |
| 23773090 430520 | PARKING LOT LIGHTI | 2,100 | 2,100 | 1,560.32 | 164.18 | .00 | 539.68 | 74.3%        |

**TOTAL REVENUES** -255,300 -255,300 -154,495.40 -20,267.90 .00 -100,804.60

**TOTAL EXPENSES** 335,069 335,069 294,575.63 37,160.96 .00 40,493.37

### 3300 FIREFIGHTERS' PENSION FUND

**33000001 FIRE PENSION REVENUE**

| 33000001 300010 | PROP. TAXES - Curr | -3,126,000 | -3,126,000 | -3,126,000.00 | -80,507.22 | .00 | -3,277,777.54 | 94.2%*        |
| 33000001 320000 | EMPLOYEE PENSION C | -483,000 | -483,000 | -455,222.46 | -37,347.60 | .00 | 44,235.33 | 100.0%       |
| 33000001 360000 | INTEREST EARNINGS | -3,800,000 | -3,800,000 | -3,681,016.58 | -31,482.34 | .00 | 3,431,983.42 | 9.7%*         |
| 33000001 360110 | VANGUARD-DIV. & CA | 0 | 0 | -769,689.04 | -471,243.57 | .00 | 769,689.04 | 100.0%       |
| 33000001 360120 | EMERGING MKT CAP. | 0 | 0 | -228,992.99 | -228,992.99 | .00 | 228,992.99 | 100.0%       |
## Village of Wilmette

### Year-to-Date Budget Report

**For 2021 12**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Original Approp</th>
<th>Revised Budget</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available Budget</th>
<th>PCT Use/COL</th>
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### 3400 Police Pension Fund

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<th>Description</th>
<th>Original Approp</th>
<th>Revised Budget</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available Budget</th>
<th>PCT Use/COL</th>
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FOR 2021 12

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<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
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<td>GAIN / LOSS - TREA</td>
<td>0 0 14,921.14 .00</td>
<td>.00 14,921.14</td>
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<td>100.0%</td>
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| 340000005 411000 | PENSION PAYMENTS | 4,065,000 4,065,000 3,620,054.91 302,127.16 | .00 444,945.09 | 98.1% |
| 340000005 411010 | PENSION CONTRIBUTI | 50,000 50,000 6,328.34 .00 | .00 6,328.34 | 12.7% |
| 340000005 420020 | PROFESSIONAL SERVI | 150,200 150,200 70,818.61 7,644.63 | .00 79,381.58 | 47.1% |
| 340000005 420100 | ANNUAL AUDIT | 6,000 6,000 6,000.00 .00 | .00 6,000.00 | 100.0% |
| 340000005 420150 | BANK CHARGES | .00 .00 .00 -13.00 | .00 -13.00 | 98.5% |
| 340000005 447500 | D.O.I. STATE REPOR | 8,000 8,000 8,000.00 .00 | .00 8,000.00 | 100.0% |
| 340000005 447550 | OTHER PENSION ADMI | 5,000 5,000 1,950.00 .00 | .00 1,950.00 | 100.0% |

TOTAL REVENUES -7,013,000 -7,013,000 -10,091,442.70 -1,485,905.75 | .00 3,078,442.70 |
TOTAL EXPENSES 4,284,200 4,284,200 3,713,151.86 309,758.79 | .00 571,048.14 |

3500 ILLINOIS MUNICIPAL RETIREMENT

35000001 IMRF REVENUE

35000001 310010 | GENERAL FUND CONTR | -1,511,696 -1,511,696 -1,468,293.38 -129,015.20 | .00 -129,015.20 | 97.3% |
| 35000001 310020 | MUNIC. GARAGE CONT | -126,049 -126,049 -111,173.93 -129,015.20 | .00 -129,015.20 | 97.3% |
| 35000001 310025 | PARKING METER FUND | -18,458 -18,458 -18,181.32 -1,559.68 | .00 -1,559.68 | 98.5% |
| 35000001 310030 | SEWER FUND CONTRIB | -133,021 -133,021 -127,005.72 -10,526.58 | .00 -10,526.58 | 98.5% |
| 35000001 310040 | WATER FUND CONTRIB | -497,092 -497,092 -489,407.22 -39,684.78 | .00 -39,684.78 | 98.5% |

35000005 IMRF EXPENSE

35000005 412000 | EMPLOYER IMRF | 1,236,695 1,236,695 1,211,367.60 101,380.37 | .00 25,327.40 | 98.0% |
### VILLAGE OF WILMETTE

#### YEAR-TO-DATE BUDGET REPORT

**FOR 2021 12**

<table>
<thead>
<tr>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USE/COL</th>
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<td>716,923</td>
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<td><strong>-2,286,316</strong></td>
<td><strong>-2,214,061.57</strong></td>
<td><strong>-189,986.83</strong></td>
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<td><strong>2,286,316</strong></td>
<td><strong>2,286,316</strong></td>
<td><strong>2,214,061.57</strong></td>
<td><strong>189,986.83</strong></td>
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<th>39000001 SECTION 105 REVENUE</th>
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<td><strong>TOTAL EXPENSES</strong></td>
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<td>40000001 350105 STORMWATER CHARGES</td>
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<td>40000001 360010 INT. EARNINGS - BO</td>
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<td>40000001 375000 BOND PROCEEDS</td>
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<tr>
<td>40000001 375001 IEPA LOAN</td>
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<tr>
<td><strong>TOTAL EXPENSES</strong></td>
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<th>40807090 SEWER MAINT. - ENTERPRISE</th>
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<tbody>
<tr>
<td>40807090 410100 REGULAR WAGES</td>
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## YEAR-TO-DATE BUDGET REPORT

### FOR 2021 12

<table>
<thead>
<tr>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USE/COL</th>
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<td>.00</td>
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<td>1,000.00</td>
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<tr>
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<tr>
<th>FOR 2021 12</th>
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<th>AVAILABLE BUDGET</th>
<th>PCT USE/COL</th>
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**TOTAL REVENUES** -23,031,300 -23,031,300 -27,774,774.10 -743,296.37 .00 4,743,474.10 9.2%

**TOTAL EXPENSES** 27,936,269 27,936,269 22,154,801.00 2,808,779.45 .00 5,781,468.00 78.4%

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<th>41000001 309050 INSURANCE REIMBURS</th>
<th>41000001 350200 RESIDENTIAL WATER</th>
<th>41000001 350210 GLENSVIEW WATER SAL</th>
<th>41000001 350220 ILL. AMERICAN WATE</th>
<th>41000001 350222 GOLF WATER SALES</th>
<th>41000001 350233 NORTH MAIN WATER S</th>
<th>41000001 350240 SALES OF WATER - O</th>
<th>41000001 350300 WATER METER SALES</th>
<th>41000001 350305 WATER METER RPLMT</th>
<th>41000001 350310 WATER SERVICE CONN</th>
<th>41000001 350410 WATER - OTHER INCO</th>
<th>41000001 360000 INTEREST EARNINGS</th>
<th>41000001 375001 IEPA LOAN</th>
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<td>-3,211,900</td>
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<td>.00</td>
<td>321,871.15</td>
<td>110.0%</td>
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### 41818090 WATER PLANT - ENTERPRISE

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<th>41818090 410200 OVERTIME WAGES</th>
<th>41818090 415000 EMPLOYEE BENEFITS</th>
<th>41818090 420000 20071 SCADA SYSTEM</th>
<th>41818090 421000 CONTRACTUAL SERVIC</th>
<th>41818090 421125 CONTRACTUAL CUSTOD</th>
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## Village of Wilmette

### Year-to-Date Budget Report

**For 2021 12**

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<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
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## YEAR-TO-DATE BUDGET REPORT

**FOR 2021**

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<th>ORIGINAL BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USE/COL</th>
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**WATER MISC. - ENTERPRISE**

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<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
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## YEAR-TO-DATE BUDGET REPORT

**FOR 2021 12**

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<th>MTD ACTUAL</th>
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<td>374.59</td>
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<tr>
<td>POSTAGE</td>
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<td>92.6%</td>
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<td>1,616.09</td>
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<td>6.5%</td>
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<td>SUPPLIES - OFFICE</td>
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<td>8,000</td>
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<td>374.59</td>
<td>7,850.61</td>
<td>71.6%</td>
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<tr>
<td>SUPPLIES - OFFICE</td>
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<td>2,400</td>
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<td>-3,857.88</td>
<td>680.44</td>
<td>71.6%</td>
</tr>
<tr>
<td>INCIDENTALS</td>
<td>300</td>
<td>300</td>
<td>84.00</td>
<td>374.59</td>
<td>216.00</td>
<td>28.0%</td>
</tr>
<tr>
<td>TRAINING</td>
<td>2,000</td>
<td>2,000</td>
<td>1,719.56</td>
<td>374.59</td>
<td>680.44</td>
<td>71.6%</td>
</tr>
</tbody>
</table>

**END OF REPORT - Generated by Melinda Molloy**
REQUEST FOR BOARD ACTION

Engineering & Public Works Department

SUBJECT: West Side Sanitary Sewer Evaluation Services

MEETING DATE: March 8, 2022

FROM: Brigitte Berger-Raish, P.E., Director of Engineering and Public Works
       Matt Overeem, Superintendent of Water and Sewer Division

BUDGET IMPACT: Budget $60,000
                  Contract Cost $60,000
                  Over/(Under) Budget $0

Recommended Motion
Move to approve resolution #2022-R-27 authorizing the Village Manager to execute a contract in an amount not-to-exceed $60,000 RJN Group, Wheaton, Illinois, for West Side Sanitary Sewer Evaluation Services.

Background
In response to widespread sanitary-related flooding in the separate sewer system west of Ridge Road, the Village implemented a multi-tiered approach to address sanitary sewer backups.

In 2012, the Village’s sanitary sewer consultant, RJN Group, performed a comprehensive hydraulic model of the separate sanitary sewer system located west of Ridge Road. This system consists of 250,375 feet of sanitary sewer pipe and two outlets to the Metropolitan Water Reclamation District of Greater Chicago (MWRD) interceptors. The western portion of the system, known as the Harms Basin, consists of 91,777 feet (37%) of the system and the eastern portion, known as the Princeton Basin, consists of 158,598 feet (63%) of the system.

Reducing non-sanitary flows in the sanitary system improves the performance of the sewer system and reduces the severity and frequency of sewer backups. From a regulatory perspective, MWRD adopted changes to the Watershed Management Ordinance (WMO), which were also adopted by Wilmette, that require local agencies tributary to MWRD adopt an inflow and infiltration (I/I) program. This program includes developing methods to identify and address I/I on private property.

A common testing method for identifying I/I is smoke testing. Smoke testing is a simple means of locating openings in the sewer system that allow surface rainwater runoff to enter the sanitary sewers. Air combined with non-toxic smoke is forced into the sewer lines to disclose the location of connections and leaks. Smoke may appear where there are defects in the main sewer line or laterals (connection between the main line and a building) or where there are...
other connections to the sewer system such as roof drains, window well drains, patio drains, and footing drains.

Since 2013, the Village has performed 205,424 feet of sanitary sewer smoke testing, which includes the entirety of the Princeton Basin and 55% of the Harms Road Basin. In addition, 136 locations have been dyed water flooded. As a result of the Village’s program, RJN estimates that 140 gallons of flow every minute have been removed from the system during a one-year recurrence storm event (the average largest storm in a year).

I/I is being addressed in the public system through continuation of the sewer lining program and manhole inspections and repairs. At the end of 2022, 148,105 lineal feet or 59% of the separate sanitary sewer system, west of Ridge Road, will be lined. Sanitary manholes that show signs of leaking are inspected and repaired by the Public Works Water/Sewer Division.

**Discussion**

The proposal from RJN includes the following tasks:

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Sector Assistance</td>
<td>$16,295</td>
<td>Additional compliance letters and follow-up inspections. Provide informational material to post on website with resources on disconnecting private sources</td>
</tr>
<tr>
<td>Smoke Testing</td>
<td>$28,721</td>
<td>Approx. 37,300 feet in the Harms Basin</td>
</tr>
<tr>
<td>Smoke Testing – High volume road requiring add’l traffic control</td>
<td>$2,484</td>
<td>Approx. 2,700 feet</td>
</tr>
<tr>
<td>Smoke Testing Summary Report</td>
<td>$9,500</td>
<td>Summary of all smoke testing to date, along with reports for MWRD Annual reporting</td>
</tr>
<tr>
<td>Data Analysis, Deliverables and Project Management</td>
<td>$3,000</td>
<td></td>
</tr>
</tbody>
</table>

Village Staff recommends awarding the continuation of the sanitary sewer evaluation work to RJN Group. RJN has been effectively performing sanitary system work for the Village since 2012, so they are extremely familiar with Wilmette’s system. In 2016, the Village sought competitive proposals for the sanitary sewer evaluation work. This process yielded two proposals, with RJN providing the more competitive cost proposal. Finally, RJN has performed all of the smoke testing and dyed water flooding work in the Village to date, continuing with them as the vendor provides program continuity.

If approved, the smoke testing will take place between July and October when there are dry ground conditions. The private sector letters and inspections will begin in June and continue through the end of 2022.

**Budget Impact**

The West Side Sanitary Sewer Evaluation Services is allocated to the Sewer Fund and the work associated with this contract is within the FY 2022 budget.
Attachments

1. Resolution #2022-R-27 West Side Sanitary Sewer Evaluation Services - RJN Group (Contract attached as Exhibit A)
RESOLUTION NO. 2022-R-27

A RESOLUTION APPROVING A CONTRACT FOR WEST SIDE SANITARY SEWER EVALUATION SERVICES BETWEEN THE VILLAGE OF WILMETTE AND RJN GROUP

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into a Contract for West Side Sanitary Sewer Evaluation Services by and between the Village of Wilmette and RJN Group; a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The above recitals are incorporated into this section one as if fully set forth.

SECTION 2: The Contract for West Side Sanitary Sewer Evaluation Services attached as Exhibit A is hereby approved.

SECTION 3: The Village Manager is authorized to execute the Contract. Prior to executing the Contract, the Village Manager is authorized to make changes to the form of the Contract at his discretion.

SECTION 4: The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage.
SECTION 5: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on March 8, 2022, pursuant to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

____________________________________
Village Clerk

Approved on March 8, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT FOR WEST SIDE SANITARY SEWER EVALUATION SERVICES
REQUEST FOR BOARD ACTION

Engineering & Public Works Department

SUBJECT: Pavement Maintenance Program

MEETING DATE: March 8, 2022

FROM: Brigitte Berger-Raish, P.E. Director of Engineering and Public Works
Dan Manis, P.E., Village Engineer
Ryan Kearney, P.E., Assistant Village Engineer

BUDGET IMPACT: 

<table>
<thead>
<tr>
<th>Contract Cost:</th>
<th>$269,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget:</td>
<td>$269,500</td>
</tr>
<tr>
<td>Over/(Under) Budget</td>
<td>$0</td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve Resolution #2022-R-28 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $52,200 with Corrective Asphalt Materials, LLC, Sugar Grove, IL, for Pavement Rejuvenation Services.

Move to approve Resolution #2022-R-29 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $27,000 with Patriot Pavement Maintenance, Inc., Des Plaines, IL, for Crack Sealing Services.

Move to approve Resolution #2022-R-30 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $190,300 with Chicagoland Paving Contractors, Inc., Lake Zurich, IL, for Asphalt Patching Services.

Background

The purpose of the pavement maintenance program is to extend the service life of asphalt surfaces on Village streets. This program is divided into three separate services: pavement rejuvenation, crack sealing, and pavement patching.

Pavement Rejuvenation

Pavement rejuvenation is the first stage of the pavement maintenance program. The purpose of the rejuvenator application is to restore flexibility in asphalt that is lost by oxidation. The optimal application period is one to two years after paving a street.

The quantity for pavement rejuvenation is based on the number of streets resurfaced over the last 1-2 years that qualify for the service. The Village rejuvenated 67,466 square yards of
pavement surface in 2021. The Department is planning to rejuvenate about 55,500 square yards of roadway in 2022. The original budget estimate included the rejuvenation of Central Avenue and Wilmette Avenue, streets that were reconstructed in 2021 as part of the Downtown Streetscape project. However, due to timing with the Sesquicentennial celebration, the Department will postpone the rejuvenation services on these streets until 2023. This schedule change resulted in the savings of $27,800 in 2022 that will be used to perform additional asphalt patching.

**Crack Sealing**
Crack sealing is the second stage of the pavement maintenance program. The purpose of this process is to seal cracks that have developed or expanded on streets with asphalt surfaces. Typical candidates for a first sealing application are local streets with three to five-year-old pavement surfaces, followed by a second application on streets with eight to ten-year-old asphalt.

The quantity for crack sealing is based on the number of streets that qualify based on the metrics mentioned above. The Village completed 2.19 centerline miles of roads in 2021. The Department is planning to complete about 2.10 centerline miles of roads in 2022.

**Asphalt Patching**
Pavement patching is the third stage of the pavement maintenance program. The purpose of this service is to cut out localized areas of pavement surface failure on non-brick streets and pave new hot-mix asphalt. Candidate patching locations are determined from pothole locations filled by the Department, incident management complaints, and from routine roadway and alley inventory inspections.

The Village patched 4,673 square yards of pavement through this program in 2021, as well as 608 square yards of parking lot pavement. Based on the current budget and contractor pricing, the Department is planning to patch approximately 5,851 square yards of pavement in 2022; parking lot patching will not be included in the 2022 contract.

The contract will also repair damages to asphalt streets and driveway aprons caused by in-house utility repairs. These repairs are funded by the respective sewer and water funding accounts. The Village patched 740 square yards of pavement due to utility repairs in 2021. Staff estimates 877 square yards of pavement utility patching in 2022. This estimate is based on water and sewer repairs to-date as well as end-of-year projections based on experience.

**Discussion**

**Pavement Rejuvenation**
In 2021, the Village of Winnetka led an MPI bid with nine other municipalities for pavement rejuvenation services; the other communities were Arlington Heights, Buffalo Grove, Elk Grove Village, Evanston, Glenview, Morton Grove, North Chicago, Vernon Hills, and Wilmette. Corrective Asphalt Materials, LLC, was the sole bidder for this work.

The MPI bid required the contractor to maintain all unit pricing for 36-months. The current contract requires Village Board approval to continue these services in 2022.
Corrective Asphalt Materials has performed pavement rejuvenation services for the Village since 2019 and has proven to be a reliable and quality contractor. For this reason, the Department recommends awarding a contract amendment with Corrective Asphalt Materials for this service.

This work is expected to take place in August.

Crack Sealing
In 2019, the Village of Arlington Heights led an MPI bid with eight other municipalities for crack sealing services; the other communities were Arlington Heights, Evanston, Glenview, Kenilworth, Mount Prospect, Northbrook, Rolling Meadows, and Skokie. Patriot Pavement Maintenance, Inc., was the lowest of three bidders for this work. Patriot Pavement agreed to extend the MPI bid pricing to the Village starting in 2020.

<table>
<thead>
<tr>
<th>Year</th>
<th>$ per pound</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$1.31</td>
</tr>
<tr>
<td>2021</td>
<td>$1.21</td>
</tr>
<tr>
<td>2020</td>
<td>$1.19</td>
</tr>
<tr>
<td>2019</td>
<td>$1.15</td>
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</table>

The table above summarizes the MPI annual unit price rates for the hot poured joint sealer, which is a key component to this service. To extend this existing contract for one additional year, Patriot Pavement Maintenance requested an 8.25% increase in last year's unit price (to $1.31) to account for higher material and labor costs. Even with this increase, the Department found that the new unit price is approximately 1.5% less than the next lowest MPI bidder's rate in 2021 ($1.33 per pound).

Patriot Pavement Maintenance has performed crack sealing services for the Village since 2016 and has performed well. Based on their competitive price and performance, the Department recommends awarding a contract amendment with Patriot Pavement Maintenance for this service in 2022.

This work is expected to take place in April.

Asphalt Patching
In 2018, the Village of Glencoe led an MPI bid with four other municipalities for asphalt patching services; the other communities were Golf, Niles, Rolling Meadows, and Wheeling. Chicagoland Paving Contractors, Inc., was the lowest of two bidders for this work. Chicagoland Paving agreed to extend the 2018 MPI bid pricing to the Village in 2019 and 2020.

In 2021, Chicagoland Paving requested a 4.2% increase in the 2018 MPI bid unit prices to extend the service contract for an additional year. For comparison purposes, the Department referenced a Glenview initiated 2020 MPI bid with other neighboring communities to determine if the increase in pricing was still favorable to the Village. Staff found that the cost estimate using the Glenview-led 2020 MPI unit pricing was 24% higher than the estimate using...
Chicagoland Paving’s 2018 MPI unit pricing. Based on this, the Village Board approved an extension of the 2018 MPI bid with Chicagoland Paving for the 2021 season.

For 2022, Chicagoland Paving requested a 7.0% increase in the unit prices, based on the annual Consumer Price Index (CPI) rate for the Chicago region, to extend the contract for an additional year. Even with this additional increase, the cost estimate for this service is approximately 15% less than using the comparable 2020 MPI bid unit pricing.

Chicagoland Paving has performed asphalt patching services for the Village since 2019 and has proven to perform quality work. Based on their competitive pricing and performance, the Department recommends awarding a contract amendment with Chicagoland Paving Contractors for this service in 2022.

The Asphalt Patching will be constructed in two stages, with the first mobilization in May and the second mobilization in September.

**Budget Impact**

These components of the pavement maintenance program are allocated to the below accounts in the General, Water, and Sewer Funds. Work associated with these three contracts are within the 2022 budget. The utility street patching line items include other repair work including brick, sidewalk, and curb repairs, which will be awarded separately.

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Budget</th>
<th>Contract Awards</th>
<th>Account Number</th>
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<tr>
<td>Street Patching</td>
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<td>$125,800</td>
<td>11202035-425205</td>
</tr>
<tr>
<td>Pavement Surface Rejuvenation</td>
<td>$80,000</td>
<td>$52,200</td>
<td>11202035-425210</td>
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<tr>
<td>Crack Sealing Program</td>
<td>$27,000</td>
<td>$27,000</td>
<td>11202035-425240</td>
</tr>
<tr>
<td>Utility Street Patching – Sewer</td>
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<tr>
<td>Utility Street Patching – Water</td>
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<td><strong>Total</strong></td>
<td><strong>$343,000</strong></td>
<td><strong>$269,500</strong></td>
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**Documents Attached**

1. CIP Sheet for the Pavement Maintenance Program
2. Resolution #2022-R-28 – Contract Amendment with Corrective Asphalt Materials for Pavement Rejuvenation (Contract Amendment attached as Exhibit A)
3. Resolution #2022-R-29 – Contract Amendment with Patriot Pavement Maintenance for Crack Sealing (Contract Amendment attached as Exhibit A)
4. Resolution #2022-R-30 – Contract Amendment with Chicagoland Paving Contractors for Asphalt Patching (Contract Amendment attached as Exhibit A)
Pavement Maintenance Program

Budget Projection

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>Total</th>
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<td>191,000</td>
<td>173,000</td>
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Project Status

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<tbody>
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Funding History

<table>
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<th>Pavement Patching</th>
<th>Crack Sealing</th>
<th>Total</th>
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<tbody>
<tr>
<td>2021</td>
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<td>$209,000</td>
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<td>2020</td>
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<td>$92,000</td>
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<td>$136,000</td>
</tr>
<tr>
<td>2019</td>
<td>$16,900</td>
<td>$200,000</td>
<td>$42,400</td>
<td>$259,300</td>
</tr>
<tr>
<td>2018</td>
<td>$7,600</td>
<td>-</td>
<td>$41,200</td>
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<tr>
<td>2017</td>
<td>$6,000</td>
<td>-</td>
<td>$39,119</td>
<td>$45,119</td>
</tr>
</tbody>
</table>

Project Description and Justification

The goal of this program is to increase the service life of pavement surfaces on Village streets. This program includes pavement surface rejuvenation, crack sealing, and pavement area patching (nonutility). These maintenance methods will slow down the decline of the overall pavement condition and improve ride quality.

Overall Pavement Maintenance Program

<table>
<thead>
<tr>
<th>Year</th>
<th>Pavement Surface Rejuvenation</th>
<th>Pavement Patching</th>
<th>Crack Sealing</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>80,000</td>
<td>98,000</td>
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</tr>
<tr>
<td>2023</td>
<td>62,000</td>
<td>101,000</td>
<td>28,000</td>
<td>$191,000</td>
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<tr>
<td>2024</td>
<td>40,000</td>
<td>104,000</td>
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</tr>
<tr>
<td>2025</td>
<td>42,000</td>
<td>107,000</td>
<td>30,000</td>
<td>$179,000</td>
</tr>
<tr>
<td>2026</td>
<td>41,000</td>
<td>111,000</td>
<td>31,000</td>
<td>$183,000</td>
</tr>
</tbody>
</table>

Pavement Surface Rejuvenation

Surface rejuvenation is the first stage of the pavement maintenance program. The purpose of the rejuvenator is to restore flexibility in asphalt that is depleted due to oxidation. The goal of this process is to decrease the deterioration rate of asphalt surfaces, thereby reducing or delaying the need for more expensive surface treatments, such as crack sealing and area patching. The product used in this process is called Reclamite. The application period is typically one to two years after asphalt resurfacing.

Crack Sealing
Crack sealing is the second stage of the pavement maintenance program. The purpose of this process is to seal cracks that have developed or expanded on streets with asphalt surfaces. The goal of this product is to prevent moisture from reaching the base and increasing the rate of pavement degradation. As of 2018, current funding levels have allowed the Department to seal approximately one mile of streets annually, depending on the amount of cracks present. The project focuses on Village streets with three to five-year-old asphalt pavement for the first application of sealant. Engineering staff will then identify streets with eight to ten-year-old pavement for a second sealing. Pavements that show signs of excessive cracking are excluded from this process because crack sealing is no longer effective.

**Pavement Patching (non-utility)**

Pavement patching is the third stage of the pavement maintenance program. The purpose of this project is to patch localized areas of deterioration in the pavement surface of non-brick streets with hot-mix asphalt or concrete. This work is separate from the programs that patch streets due to water main and sewer emergency repairs by the Department.

Throughout the year, Public Works crews fill potholes and other failures in the pavement surface with cold-mix asphalt. The purpose of this application is to immediately eliminate hazards in the pavement surface. However, the cold-mix material only provides a temporary fix to the defects. It is not uncommon for crews to refill potholes on a bi-annual basis or less. By utilizing hot-mix asphalt and concrete patching, these long-term repairs will help extend the service life of the pavement and improve the overall condition of the street or alley.

The patching locations for this program are based on severity and are determined from: pothole locations filled by the Department, incident management complaints regarding pavement condition, and from routine roadway and alley inventory inspections.

**Project Update**

Funding levels for 2022-2026 have been updated. Funding levels for rejuvenation proportionally increase with the square footage of resurfacing, therefore the increase in 2022 is a direct result of the investments in the Road Program, Neighborhood Storage Project and the Central Ave & Downtown Streetscape projects.

**Project Alternative**

An alternative is eliminating these programs and waiting for the pavement surface to deteriorate to the point where the street requires resurfacing or reconstruction. This method does not allow the pavement to reach its full-service life.

**Budget Impact**

*This is a Recurring Expense*

There are no additional costs associated with this project.

<table>
<thead>
<tr>
<th>Account Description</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>11202035-425205</td>
<td>(Patching - $98,000)</td>
</tr>
<tr>
<td>11202035-425210</td>
<td>(Rejuvenation - $80,000)</td>
</tr>
<tr>
<td>11202035-425240</td>
<td>(Crack sealing - $27,000)</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2022-R-28

A RESOLUTION APPROVING A CONTRACT AMENDMENT FOR PAVEMENT REJUVENATION BETWEEN THE VILLAGE OF WILMETTE AND CORRECTIVE ASPHALT MATERIALS, LLC.

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into a Contract Amendment for Pavement Rejuvenation by and between the Village of Wilmette and Corrective Asphalt Materials, LLC; a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The above recitals are incorporated into this section one as if fully set forth.

SECTION 2: The Contract Amendment for Pavement Rejuvenation attached as Exhibit A is hereby approved.

SECTION 3: The Village Manager is authorized to execute the Contract Amendment. Prior to executing the Contract Amendment, the Village Manager is authorized to make changes to the form of the Contract Amendment at his discretion.

SECTION 4: The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage.
SECTION 5: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on March 8, 2022, pursuant to the following roll call vote:

AYES: None.______________________________________________________

NAYS: None.______________________________________________________

ABSTAIN: None.______________________________________________________

ABSENT: None.______________________________________________________

____________________________________
Village Clerk

Approved on March 8, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT AMENDMENT FOR PAVEMENT REJUVENATION
RESOLUTION NO. 2022-R-29
A RESOLUTION APPROVING A CONTRACT AMENDMENT FOR CRACK SEALING
BETWEEN THE VILLAGE OF WILMETTE AND PATRIOT PAVEMENT
MAINTENANCE, INC.

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule
municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State
of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any
function pertaining to its government and affairs for the protection of the public health, safety,
morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best
interests of the residents of the Village of Wilmette to enter into a Contract Amendment for Crack
Sealing by and between the Village of Wilmette and Patriot Pavement Maintenance, Inc.; a copy
of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees
of the Village of Wilmette as follows:

SECTION 1: The above recitals are incorporated into this section one as if fully set forth.

SECTION 2: The Contract Amendment for Crack Sealing attached as Exhibit A is
hereby approved.

SECTION 3: The Village Manager is authorized to execute the Contract Amendment.
Prior to executing the Contract Amendment, the Village Manager is authorized to make changes
to the form of the Contract Amendment at his discretion.

SECTION 4: The Village Manager is authorized to take any action necessary to carry out
the purpose of this Resolution and this Resolution shall be in full force and effect from and after
its passage.
SECTION 5: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on March 8, 2022, pursuant to the following roll call vote:

AYES: None.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

____________________________________
Village Clerk

Approved on March 8, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT AMENDMENT FOR CRACK SEALING
RESOLUTION NO. 2022-R-30

A RESOLUTION APPROVING A CONTRACT AMENDMENT FOR ASPHALT PATCHING BETWEEN THE VILLAGE OF WILMETTE AND CHICAGOLAND PAVING CONTRACTORS, INC.

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into a Contract Amendment for Asphalt Patching by and between the Village of Wilmette and Chicagoland Paving Contractor, Inc.; a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The above recitals are incorporated into this section one as if fully set forth.

SECTION 2: The Contract Amendment for Asphalt Patching attached as Exhibit A is hereby approved.

SECTION 3: The Village Manager is authorized to execute the Contract Amendment. Prior to executing the Contract Amendment, the Village Manager is authorized to make changes to the form of the Contract Amendment at his discretion.

SECTION 4: The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage.
SECTION 5: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on March 8, 2022, pursuant to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

____________________________________
Village Clerk

Approved on March 8, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT AMENDMENT FOR ASPHALT PATCHING
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.17

SUBJECT: Wilmette Avenue Resurfacing Project Phase II Design Services

MEETING DATE: March 8, 2022

FROM: Brigitte Berger-Raish, P.E. Director of Engineering and Public Works
      Dan Manis, P.E., Village Engineer
      Ryan Kearney, P.E., Assistant Village Engineer

BUDGET IMPACT:

<table>
<thead>
<tr>
<th>Contract Cost: $56,495</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget: $80,000</td>
</tr>
<tr>
<td>Over/(Under) Budget: ($23,505)</td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve Resolution #2022-R-31 authorizing the Village Manager to execute a contract in the amount not-to-exceed $56,495 with Christopher B. Burke Engineering, Ltd., Rosemont, IL, for Phase II Engineering Services for Wilmette Avenue Resurfacing Project Green Bay Road to Ridge Road.

Background

Wilmette Avenue, from Ridge Road to Green Bay Road, is owned and maintained by the Village. The pavement is in poor condition and in need of resurfacing. The estimated cost of resurfacing Wilmette Avenue is $1,104,300, which includes construction engineering services. Given the high cost, it has been identified as a project that would benefit from federal funding.

The Surface Transportation Program (STP) is a federal program that provides funding for local transportation projects that provide regional benefit. The North Shore Council of Mayors (Council) is responsible for administering STP funds to the Village and other neighboring communities.

In March 2020, the Village applied for construction funding to resurface this section of Wilmette Avenue. Due to heavy competition with other Council communities, the application for construction funding was not successful and the project was placed on a contingency program of unfunded projects in the event additional funding becomes available.

In November 2021, partial construction funding became available through the Coronavirus Response and Relief Supplemental Act. The Wilmette Avenue project received $432,100 in STP funding in federally eligible construction costs; this would require the Village to fund the
remaining estimated balance of $672,200. Staff will present funding options during the 2023 budget review to fund this project.

Construction is anticipated to begin in 2023. The scope of work will consist of roadway resurfacing, intermittent curb & gutter and sidewalk replacement, utility structure repairs, and parkway restoration.

**Discussion**

Federal STP projects require that the Village follow the standard Phase I (Preliminary Engineering), Phase II (Design Engineering), and Phase III (Construction) sequence. The Illinois Department of Transportation (IDOT) approved the Phase I study for Wilmette Avenue in 2019. With the approval of construction funds, the Village can now proceed with Phase II design engineering. The scope of work for Phase II services includes:

1. Project coordination with the Village, IDOT, North Shore Council, and other stakeholders
2. Preparing environmental clearance updates as required by IDOT
3. Conducting a topographic survey
4. Conducting geotechnical investigation of existing site conditions and soil analysis with environmental testing services
5. Creating construction bid documents, including engineering plans, specifications, and estimates of costs, at submittal intervals that meet IDOT requirements
6. Preparing for and attending a public information meeting
7. Preparing project reporting forms, construction agreements, and required quarterly reports with Council staff
8. Coordinating any other items required by IDOT for federally funded construction projects

The Village issued the Request for Proposals (RFP) for Phase II services on the DemandStar and Village websites on January 17, 2022. Proposals were due on February 3, 2022. The Village received responses from the following seven (7) qualified firms:

<table>
<thead>
<tr>
<th>Consulting Firm</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLA, Inc.</td>
<td>$79,983</td>
</tr>
<tr>
<td>Chastain &amp; Associates</td>
<td>$87,114</td>
</tr>
<tr>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>$56,495</td>
</tr>
<tr>
<td>Ciorba Group</td>
<td>$74,000</td>
</tr>
<tr>
<td>GSG Consultants, Inc.</td>
<td>$115,670</td>
</tr>
<tr>
<td>Kimley-Horn</td>
<td>$81,423</td>
</tr>
<tr>
<td>Robinson Engineering</td>
<td>$155,737</td>
</tr>
</tbody>
</table>

Christopher B. Burke Engineering, Ltd., presented a comprehensive approach to the project as well as the lowest fee schedule. The engineering team that would be assigned to this service has extensive experience in similar projects. This firm also has recent experience in the Village, including the preparation of construction bid documents for the Neighborhood Storage Project.
and conducting Phase I services for this project. For these reasons, the Department recommends awarding the Phase II services to Christopher B. Burke Engineering.

**Budget Impact**

Phase I and Phase II engineering services are allocated to the below accounts within the General Fund as part of the Infrastructure Investment Program. The 2022 Budget includes funds for engineering services associated with the Wilmette Avenue, Old Glenview Road, and the Illinois Road resurfacing projects.

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Budget</th>
<th>2022 YTD Balance</th>
<th>This Contract Award</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Services Phase I&amp;II</td>
<td>$260,000</td>
<td>$260,000</td>
<td>$56,495</td>
<td>11202035-425256</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$260,000</strong></td>
<td><strong>$260,000</strong></td>
<td><strong>$56,495</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Documents Attached**

1. CIP page for the Phase I Studies & Phase II Engineering Design
2. Resolution #2022-R-31 – Contract with Christopher B. Burke Engineering for Phase II Engineering Services for Wilmette Ave Resurfacing Project (contract attached as Exhibit A)
Phase I Studies & Phase II Engineering Designs

Budget Projection

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>Total</th>
<th>2027-2031</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>260,000</td>
<td>200,000</td>
<td>200,000</td>
<td>175,000</td>
<td>175,000</td>
<td>$1,010,000</td>
<td>$770,000</td>
</tr>
</tbody>
</table>

Project Status

<table>
<thead>
<tr>
<th></th>
<th>Critical</th>
<th>Recommended</th>
<th>Contingent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Funding History

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

Project Description and Justification

The purpose of this funding is to take full advantage of federal transportation grant opportunities that require Phase I preliminary engineering studies and Phase II engineering designs. The Village contains nearly 14 miles of locally-maintained streets that are eligible for Federal Aid. This designation allows improvements on these routes to qualify for federal transportation grant funding. Depending on the scope of work, the most common grants available for roadway improvements are Surface Transportation Program (STP), Congestion Mitigation and Air Quality (CMAQ), and the Illinois Transportation Enhancement Program (ITEP). These federally funded transportation projects are obligated to follow a three-phase process; Phase I Preliminary Engineering Studies, Phase II Design Engineering, and Phase III Construction. These phases are completed in accordance with Illinois Department of Transportation (IDOT) and federal standards. IDOT provides oversight of all phases to ensure compliance with State and Federal standards.

Phase I Study

The engineering services involved in a Phase I studies vary based on the proposed scope of work. For example, a simple street resurfacing project with minor changes to roadway characteristics will require much less effort than a roadway reconstruction project that includes travel lane or intersection configuration modifications. The more substantial improvements require a Project Development Report (PDR). A PDR will include investigations of alternatives with consideration of cultural, biological, environmental, and engineering factors. In addition, safety, serviceability, and economy will be considered during project development. Phase I studies also include the results of public involvement activities. The following table highlights federal aid eligible roadways and corresponding grant funding targets.

<table>
<thead>
<tr>
<th>Phase I Year</th>
<th>Description</th>
<th>Limits (From/To)</th>
<th>Estimate Construct Cost</th>
<th>Estimate Phase I Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023-24</td>
<td>Hibbard Road Reconstruction</td>
<td>Old Glenview - Skokie Blvd</td>
<td>$6,000,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>2025-26</td>
<td>Lake Ave Corridor Improvements</td>
<td>Green Bay Rd - Sheridan Rd</td>
<td>$4,000,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>2027-28</td>
<td>Green Bay Road Resurfacing &amp; Streetscape</td>
<td>South Limits - North Limits</td>
<td>$7,000,000</td>
<td>$400,000</td>
</tr>
<tr>
<td>2029</td>
<td>Lake Avenue Resurfacing</td>
<td>Ridge Rd - Green Bay Rd</td>
<td>$1,000,000</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

To obtain federal funding approval for construction, the Village must submit successful grant applications. CMAQ and ITEP grants require Phase I studies to be complete, or nearly complete, to be eligible for grant funding. STP grants transitioned to a grant application scoring system that allocates more points if a Phase I study is complete, or nearly complete, at the time of submittal. In all cases, Phase I engineering is not eligible for federal funding and must use local funds.
**Phase II Engineering Design**

The services for Phase II engineering design include finalizing the proposed limits of work, preparing construction plans and bid document materials, and obtaining agreements from federal, state, and local agencies. Similar to Phase I studies, reconstruction projects require more time and effort than resurfacing work due to the higher levels of detail and agency coordination. The result of this service is the completed bid document for the project. The following table includes federal aid eligible roadways and corresponding grant funding targets.

<table>
<thead>
<tr>
<th>Phase II Year</th>
<th>Description</th>
<th>Limits (From/To)</th>
<th>Estimated Construct Cost</th>
<th>Estimated Design Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Wilmette Avenue Resurfacing</td>
<td>Ridge Rd - Green Bay Rd</td>
<td>$1,200,000</td>
<td>$80,000</td>
</tr>
<tr>
<td>2022</td>
<td>Illinois Road Resurfacing</td>
<td>Wilmette Ave - Locust Road</td>
<td>$1,400,000</td>
<td>$90,000</td>
</tr>
<tr>
<td>2022</td>
<td>Old Glenview Road Resurfacing</td>
<td>Skokie Blvd - Wilmette Ave</td>
<td>$1,400,000</td>
<td>$90,000</td>
</tr>
<tr>
<td>2025-26</td>
<td>Hibbard Road Reconstruction</td>
<td>Old Glenview - Skokie Blvd</td>
<td>$5,000,000</td>
<td>$150,000^</td>
</tr>
<tr>
<td>2027-28</td>
<td>Lake Ave Corridor Improvements</td>
<td>Green Bay Rd - Sheridan Rd</td>
<td>$4,000,000</td>
<td>$105,000^</td>
</tr>
<tr>
<td>2029-30</td>
<td>Green Bay Road Resurfacing &amp; Streetscape</td>
<td>South Limits - North Limits</td>
<td>$7,000,000</td>
<td>$180,000^</td>
</tr>
<tr>
<td>2030</td>
<td>Lake Avenue Resurfacing</td>
<td>Ridge Rd - Green Bay Rd</td>
<td>$1,000,000</td>
<td>$70,000</td>
</tr>
</tbody>
</table>

^ - Estimated 30% local share (Phase II anticipated to be grant funded)

Unlike Phase I, Phase II engineering designs may be eligible for federal funding depending on the grant source. However, the Department will not recommend local only funding for Phase II design unless it would be cost neutral. For example, new STP guidelines allow for a higher 80/20 federal/local split for construction, instead of 70/30, if Phase II engineering is locally funded. Typically, the Department will prepare Phase II grant applications for the larger reconstruction and corridor projects noted above and prepare Phase II contracts for resurfacing projects with local funding only.

**Summary**

The table below highlights the estimated costs for Phase I study and Phase II engineering design per year.

<table>
<thead>
<tr>
<th>Year</th>
<th>Phase I Subtotal</th>
<th>Phase II Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$0</td>
<td>$260,000</td>
<td>$260,000</td>
</tr>
<tr>
<td>2023</td>
<td>$200,000</td>
<td>$0</td>
<td>$200,000</td>
</tr>
<tr>
<td>2024</td>
<td>$200,000</td>
<td>$0</td>
<td>$200,000</td>
</tr>
<tr>
<td>2025</td>
<td>$100,000</td>
<td>$75,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>2026</td>
<td>$100,000</td>
<td>$75,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>2027</td>
<td>$200,000</td>
<td>$52,500</td>
<td>$252,500</td>
</tr>
<tr>
<td>2028</td>
<td>$200,000</td>
<td>$52,500</td>
<td>$252,500</td>
</tr>
<tr>
<td>2029</td>
<td>$15,000</td>
<td>$90,000</td>
<td>$105,000</td>
</tr>
<tr>
<td>2030</td>
<td>-</td>
<td>$90,000</td>
<td>$90,000</td>
</tr>
</tbody>
</table>

Once a project secures federal funding and is programmed for construction, a stand-alone CIP sheet will be generated to display funding required for local share of Phase III construction.

**Project Update**

The Department updated the CIP content, including schedules and costs, for these services.

**Project Alternative**

The alternative to using federal funds is to improve roadways using local funding only.

**Budget Impact**

*This is a Recurring Expense*
There are no additional costs associated with this project

<table>
<thead>
<tr>
<th>Account Description</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td>11202035-425256</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2022-R-31

A RESOLUTION APPROVING A CONTRACT FOR PHASE II ENGINEERING SERVICES FOR WILMETTE AVENUE RESURFACING PROJECT GREEN BAY ROAD TO RIDGE ROAD BETWEEN THE VILLAGE OF WILMETTE AND CHRISTOPHER B. BURKE ENGINEERING, LTD.

WHEREAS, the Village President and Board of Trustees of the Village of Wilmette, Cook County, Illinois (“Wilmette”), find that Wilmette is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into a Contract for Phase II Engineering Services For Wilmette Avenue Resurfacing Project Green Bay Road To Ridge Road by and between the Village of Wilmette and Christopher B. Burke Engineering, Ltd.; a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION ONE: The above recitals are incorporated into this section one as if fully set forth.

SECTION TWO: The Contract for Phase II Engineering Services For Wilmette Avenue Resurfacing Project Green Bay Road To Ridge Road attached as Exhibit A is hereby approved.

SECTION THREE: The Village Manager is authorized to execute the Contract. Prior to executing the Contract, the Village Manager is authorized to make changes to the form of the Contract at his discretion.

SECTION FOUR: The Village Manager is authorized to take any action necessary to
carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage.

SECTION FIVE: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on March 8, 2022, pursuant to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

____________________________________
Village Clerk

Approved on March 8, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT FOR PHASE II ENGINEERING SERVICES FOR WILMETTE AVENUE RESURFACING PROJECT GREEN BAY ROAD TO RIDGE ROAD
REQUEST FOR BOARD ACTION

Engineering & Public Works Department

SUBJECT: Disposal of Surplus Village Property and Contract Amendment for Street Sweeper Purchase

MEETING DATE: Ordinance Introduction: March 8, 2022
Ordinance Approval: April 12, 2022

FROM: Brigitte Berger-Raish, P.E., Director of Engineering and Public Works
Guy Lam, Deputy Director of Public Works
Andy Stockinger, Vehicle Maintenance Superintendent

BUDGET IMPACT: Trade-in Credit in the amount of $25,000

Recommended Motion
Move to approve Resolution #2022-R-32 authorizing the Village Manager to execute a contract amendment with Standard Equipment Company, Elmhurst, Illinois for trade-in credit of street sweeper.

Move to introduce and subsequently adopt Ordinance #2022-O-24 authorizing the disposal of surplus personal property owned by the Village of Wilmette.

Background
As the Village replaces vehicles and other equipment such as computers the equipment is either refurbished for use by another Department, sold through public auction, donated or recycled. Items determined to have no value will be disposed. To dispose of property having value equal or above $500 per item, the Village Board must deem via Ordinance that said property is surplus and no longer of use to the Village.

Discussion
As a part of this Ordinance, the Engineering and Public Works Department requests disposal of the street sweeper denoted in the table below.

<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Year/Make/Model/Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-01</td>
<td>2013 Elgin Pelican (Mechanical Sweeper)</td>
</tr>
</tbody>
</table>

This street sweeper was scheduled for replacement in 2022 as part of the Village’s 10-year Capital Improvement Program (CIP). On February 22, 2022, the Village Board approved purchase of a new street sweeper under a joint purchase agreement and in the amount not-

Page 1 of 2

The vendor provided an optional trade-in credit for the existing unit as part of the final purchase. Based on its condition and the specialized nature of the equipment, seeking a trade-in credit offers the greatest value as compared to pursuing a live auto auction. Coinciding with adoption of the Disposal Ordinance, staff recommends approval of contract amendment with Standard Equipment Company, Elmhurst, Illinois, accepting terms of trade-in credit (existing unit) and final purchase net cost. Denoted below is a breakdown of the revised final purchase cost of the street sweeper with trade-in credit.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Price with Options and 3% Discount</strong></td>
<td><strong>$265,756</strong></td>
</tr>
<tr>
<td><strong>Performance Bond</strong></td>
<td><strong>$2,658</strong></td>
</tr>
<tr>
<td><strong>Subtotal (Approved)</strong></td>
<td><strong>$268,414</strong></td>
</tr>
<tr>
<td><strong>Trade-In Credit (Contract Amendment)</strong></td>
<td><strong>($25,000)</strong></td>
</tr>
<tr>
<td><strong>Final Purchase Net Cost</strong></td>
<td><strong>$243,414</strong></td>
</tr>
</tbody>
</table>

**Budget Impact**

The purchase of the street sweeper (S-01) is allocated to the below accounts within the Sewer Fund and Capital Equipment Replacement Fund (CERF). The total available budget is $260,000; the final purchase net cost will be $243,414 or $16,586 under budget after approval of trade-in contract amendment.

<table>
<thead>
<tr>
<th>Fund</th>
<th>2022 Budget</th>
<th>Contract Cost</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERF</td>
<td>$172,500</td>
<td>$161,496</td>
<td>11960070-480275-40220</td>
</tr>
<tr>
<td>Sewer</td>
<td>$87,500</td>
<td>$81,918</td>
<td>40807090-480275-40220</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$260,000</strong></td>
<td><strong>$243,414</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Documents Attached**

2. Ordinance No. 2022-O-24 with Exhibit A
RESOLUTION NO. 2022-R-32

A RESOLUTION APPROVING A CONTRACT AMENDMENT FOR TRADE-IN CREDIT OF STREET SWEEPER BETWEEN THE VILLAGE OF WILMETTE AND STANDERED EQUIPMENT COMPANY

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into a Contract Amendment for Trade-In Credit of Street Sweeper by and between the Village of Wilmette and Standard Equipment Company; a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The above recitals are incorporated into this section one as if fully set forth.

SECTION 2: The Contract Amendment for Trade-In Credit of Street Sweeper attached as Exhibit A is hereby approved.

SECTION 3: The Village Manager is authorized to execute the Contract Amendment. Prior to executing the Contract Amendment, the Village Manager is authorized to make changes to the form of the Contract Amendment at his discretion.

SECTION 4: The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage.
SECTION 5: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on March 8, 2022, pursuant to the following roll call vote:

AYES: None.______________________________________________________

NAYS: None.______________________________________________________

ABSTAIN: None.______________________________________________________

ABSENT: None.______________________________________________________

____________________________________
Village Clerk

Approved on March 8, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT AMENDMENT FOR TRADE-IN CREDIT OF STREET SWEEPER
ORDINANCE NO. 2022-O-24

AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILMETTE

WHEREAS, the Village President and Board of Trustees ("Village Board") of the Village of Wilmette, Cook County, Illinois ("Village"), pursuant to the Village’s home rule authority find that certain personal property of the Village, described in Exhibit A attached hereto and incorporated by reference, is no longer necessary or useful to the Village of Wilmette or otherwise in the public interest, and that the public interest would be best served by the disposal of said personal property by sale, auction, donation or disposal as determined by the Village Manager for each item in Exhibit A; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Wilmette, Cook County, Illinois:

SECTION 1: The above recitals are hereby incorporated into this Ordinance as if set forth verbatim.

SECTION 2: The personal property described on Exhibit A is declared to be surplus property and shall be disposed of as determined by the Village Manager. The Village Manager is hereby authorized and directed to arrange for the sale, auction, donation or disposal of the personal property described on Exhibit A and to take such necessary to carry out this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 12th day of April, 2022, according to the following roll call vote:

AYES: ______________________________

NAYS: ______________________________
ABSTAIN: ____________________________________________________

ABSENT: ___________________________________________________

_____________________________________________________________
Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 12th day of April, 2022.

_____________________________________________________________
President of the Village of Wilmette, IL

ATTEST:

_____________________________________________________________
Clerk of the Village of Wilmette, IL
ORDINANCE NO. 2022-O-24

EXHIBIT A

Property to be disposed of: Village Vehicles and Equipment

1. Street Sweeper (S-01) - Engineering and Public Works Department (Street Division)
   - Year: 2013
   - Manufacturer: Elgin Sweeping Company
   - Model No.: Pelican NP
   - Serial Number: NP-2701-D
   - Mileage: 28,625 (as of 2/28/2022)
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.19

Engineering & Public Works Department

SUBJECT: Equipment Outfitting - Medium Duty Truck Chassis (Small Dump Truck)

MEETING DATE: March 8, 2022

FROM: Brigitte Ann Berger-Raish, P.E., Director of Engineering and Public Works
       Guy Lam, Deputy Director of Public Works
       Andy Stockinger, Vehicle Maintenance Superintendent

BUDGET IMPACT:

<table>
<thead>
<tr>
<th>Year</th>
<th>Budget Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 Budget</td>
<td>$28,000</td>
</tr>
<tr>
<td>2022 Contract Cost</td>
<td>$34,806</td>
</tr>
<tr>
<td>Over/(Under) Budget</td>
<td>$6,806</td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve Resolution #2022-R-33 authorizing the Village Manager to execute a contract in the amount not-to-exceed $34,806 with Monroe Truck Equipment, Monroe, Wisconsin for equipment outfitting of a medium duty truck chassis.

Background

On February 9, 2021, the Village Board approved the purchase of a medium duty truck chassis (Ford F-450) through a joint purchase agreement administered through the Northwest Municipal Conference (NWMC). This vehicle was scheduled for replacement in 2021 as part of the Village’s 10-Year Capital Improvement Program (CIP) The Village took receipt of the vehicle in September (2021). Denoted in the table below is a summary of the vehicle approved for replacement.

<table>
<thead>
<tr>
<th>Vehicle ID</th>
<th>Make</th>
<th>Model</th>
<th>Year (Age)</th>
<th>Type</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-35</td>
<td>Ford</td>
<td>F-450</td>
<td>2007 (15)</td>
<td>Small Dump</td>
<td>EPW -Water/Sewer</td>
</tr>
</tbody>
</table>

The second phase of the truck build is outfitting with equipment. Specifically, this request is for outfitting the medium duty truck chassis previously approved for purchase with a dump body and ancillary equipment. Staff utilizes this small dump truck daily to transport excavation spoils, backfill materials and other materials to repair water and sewer infrastructure. This includes sand, crushed stone, topsoil, trash pumps, sewer structures (catch basins and inlets), manhole covers and frames, fire hydrants, water valves, sections of pipe, clamps, water sleeves and small tools and equipment.

Discussion

In January 2022, staff drafted specifications (RFB 22016) for outfitting the medium duty truck chassis with equipment. Staff included stainless steel construction to support long-term use...
and durability of the final truck build. Specifically, prospective bidders were asked to furnish and install the following items:

- 8’ dump body, 3-yard capacity, stainless steel construction
- Hydraulic system
- Backpack style transverse storage box
- Pintle hitch and wire assembly
- Emergency Lighting (amber)

On January 20, 2022, bid notices were sent out to area vendors specializing in medium-duty truck outfitting, and posted on the Village’s website and www.demandstar.com. The bid opening occurred on February 10, 2022, with one bid proposal received. Denoted in the table below is a summary of the bid proposal.

<table>
<thead>
<tr>
<th>Bid Results RFB 22016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor</td>
</tr>
<tr>
<td>Monroe Truck Equipment</td>
</tr>
</tbody>
</table>

Monroe Truck Equipment, Monroe, Wisconsin was the only responsive bidder and did not take any exceptions to the bid specification. Pursuing a new bid opportunity is unlikely to produce additional interest as the principal equipment outfitters serving the Chicagoland area were notified as part of this bid solicitation process. Monroe Truck Equipment has performed similar equipment outfitting for the Village in the past and has provided quality work. Therefore, staff recommends award to the sole responsive bidder.

**Budget Impact**

Equipment outfitting for the medium duty truck chassis (T-35) is allocated to the below accounts within the Sewer and Water Funds. The 2022 Budget includes $28,000 for these accounts. This vehicle (T-35) was a 2021 CIP budget item with final delivery of the truck chassis portion completed in 2021 and final equipment outfitting scheduled in 2022. Remaining funds from the 2021 Budget ($28,000) were carried over to the 2022 Budget to support equipment outfitting. Equipment outfitting will be $6,806 over budget. The overage will be covered by reserves.

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Budget</th>
<th>Outfitting Cost</th>
<th>Fund</th>
<th>Account No</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007 Ford F-450 (Unit T-35)</td>
<td>$14,000</td>
<td>$17,403</td>
<td>Sewer</td>
<td>40807090-480250-40545</td>
</tr>
<tr>
<td>2007 Ford F-450 (Unit T-35)</td>
<td>$14,000</td>
<td>$17,403</td>
<td>Water</td>
<td>41838090-480250-40545</td>
</tr>
<tr>
<td></td>
<td>$28,000</td>
<td>$34,806</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Documents Attached**

1. Resolution #2022-R-33 Equipment Outfitting of a Medium Duty Truck Chassis with Monroe Truck Equipment, Monroe, Wisconsin
2. CIP Page for T-35
RESOLUTION NO. 2022-R-33

A RESOLUTION APPROVING A CONTRACT FOR EQUIPMENT OUTFITTING OF A MEDIUM DUTY TRUCK CHASSIS BETWEEN THE VILLAGE OF WILMETTE AND MONROE TRUCK EQUIPMENT

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into a Contract for equipment outfitting of a medium duty truck chassis by and between the Village of Wilmette and Monroe Truck Equipment; a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The above recitals are incorporated into this section one as if fully set forth.

SECTION 2: The Contract for equipment outfitting of a medium duty truck chassis attached as Exhibit A is hereby approved.

SECTION 3: The Village Manager is authorized to execute the Contract. Prior to executing the Contract, the Village Manager is authorized to make changes to the form of the Contract at his discretion.

SECTION 4: The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage.
SECTION 5: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on March 8, 2022, pursuant to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

____________________________________
Village Clerk

Approved on March 8, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT FOR EQUIPMENT OUTFITTING OF A MEDIUM DUTY TRUCK CHASSIS
2021 Vehicles Purchased in 2022

Budget Projection

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>2021 Budget (Approved)</th>
<th>2021 Expenditure</th>
<th>2022 Expenditure</th>
<th>2021 &amp; 2022 Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERF</td>
<td>144,117</td>
<td>-</td>
<td>-</td>
<td>$609,032</td>
</tr>
<tr>
<td>Water</td>
<td>34,857</td>
<td>61,643</td>
<td>-</td>
<td>$96,500</td>
</tr>
<tr>
<td>Sewer</td>
<td>170,112</td>
<td>25,143</td>
<td>-</td>
<td>$195,255</td>
</tr>
<tr>
<td>Subtotals</td>
<td>349,086</td>
<td>551,701</td>
<td>-</td>
<td>$900,787</td>
</tr>
</tbody>
</table>

Project Status

Project Update

Denoted below is a summary of vehicle purchases approved as part of the 2021 CIP however final delivery of most vehicles will not occur until 2022 due to supply chain issues and bid timing. For some vehicles (T17, SQ-523, T-35 and T-42), staff anticipates final delivery of the truck chassis portion in 2021, with equipment outfitting in 2022. Remaining vehicle purchases (T-24, C-2 and T-25) will not be finalized until 2022. Denoted in the table below is summary of anticipated final vehicle purchases approved as part of the 2021 CIP.

<table>
<thead>
<tr>
<th>Vehicle ID</th>
<th>Fund</th>
<th>2021 Budget (Approved)</th>
<th>2021 Expenditure</th>
<th>2022 Expenditure</th>
<th>2021 &amp; 2022 Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-17</td>
<td>CERF</td>
<td>235,000</td>
<td>105,605</td>
<td>100,321</td>
<td>$205,926</td>
</tr>
<tr>
<td>T-24</td>
<td>CERF</td>
<td>190,000</td>
<td>-</td>
<td>190,000</td>
<td>$190,000</td>
</tr>
<tr>
<td>C-02</td>
<td>CERF</td>
<td>168,000</td>
<td>-</td>
<td>168,000</td>
<td>$168,000</td>
</tr>
<tr>
<td>SQ-523</td>
<td>CERF</td>
<td>46,000</td>
<td>38,512</td>
<td>6,594</td>
<td>$45,106</td>
</tr>
<tr>
<td>Subtotals</td>
<td></td>
<td>$639,000</td>
<td>$144,117</td>
<td>$464,915</td>
<td>$609,032</td>
</tr>
<tr>
<td>T-35</td>
<td>Water</td>
<td>31,500</td>
<td>17,520.50</td>
<td>13,979.50</td>
<td>$31,500</td>
</tr>
<tr>
<td>T-42</td>
<td>Water</td>
<td>28,500</td>
<td>17,336.50</td>
<td>11,163.50</td>
<td>$28,500</td>
</tr>
<tr>
<td>T-25</td>
<td>Water</td>
<td>36,500</td>
<td>-</td>
<td>36,500</td>
<td>$36,500</td>
</tr>
<tr>
<td>Subtotals</td>
<td></td>
<td>$96,500</td>
<td>$34,857</td>
<td>$61,643</td>
<td>$95,500</td>
</tr>
<tr>
<td>T-35</td>
<td>Sewer</td>
<td>31,500</td>
<td>17,520.50</td>
<td>13,979.50</td>
<td>$31,500</td>
</tr>
<tr>
<td>T-42</td>
<td>Sewer</td>
<td>28,500</td>
<td>17,336.50</td>
<td>11,163.50</td>
<td>$28,500</td>
</tr>
<tr>
<td>T-45</td>
<td>Sewer</td>
<td>145,000</td>
<td>135,255</td>
<td>-</td>
<td>$135,255</td>
</tr>
<tr>
<td>Subtotals</td>
<td></td>
<td>$205,000</td>
<td>$170,112</td>
<td>$25,143</td>
<td>$195,255</td>
</tr>
</tbody>
</table>

Budget Impact

These are Non-Recurring Expenses

There are annual maintenance expenses associated with these vehicle purchases.
<table>
<thead>
<tr>
<th>Account Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CERF</td>
<td></td>
</tr>
<tr>
<td><strong>Account Number</strong></td>
<td><strong>11960070-480225-40600 (T-17)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>11960070-480275-40405 (T-24)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>11960070-480225-40256 (C-2)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>11960070-480300-40790 (SQ-523)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Water</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Account Number</strong></td>
<td><strong>41838090-480250-40545 (T-35) 50%</strong></td>
</tr>
<tr>
<td></td>
<td><strong>41838090-480200-40505 (T-42) 50%</strong></td>
</tr>
<tr>
<td></td>
<td><strong>41818090-480275-40445 (T-25) 100%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sewer</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Account Number</strong></td>
<td><strong>40807090-480250-40545 (T-35) 50%</strong></td>
</tr>
<tr>
<td></td>
<td><strong>40807090-480200-40505 (T-42) 50%</strong></td>
</tr>
<tr>
<td></td>
<td><strong>40807090-480275-40450 (T-45) 100%</strong></td>
</tr>
</tbody>
</table>
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.20

Engineering & Public Works Department

SUBJECT: GPS Fleet Vehicle Tracking Services

MEETING DATE: March 8, 2022

FROM: Brigitte Ann Berger-Raish, P.E., Director of Engineering and Public Works
      Guy Lam, Deputy Director of Public Works
      Andy Stockinger, Vehicle Maintenance Superintendent

BUDGET IMPACT:

<table>
<thead>
<tr>
<th>2022 Contract + YTD Actuals</th>
<th>$30,802</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 Budget</td>
<td>$14,000</td>
</tr>
<tr>
<td>Over/(Under) Budget</td>
<td>$16,802</td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve resolution #2022-R-34 authorizing the Village Manager to execute a five-year contract in the amount not-to-exceed $69,320 with Fleet Analytics, LLC, Suwanee, Georgia for GPS fleet vehicle tracking services.

Background

This contract supports cloud-based GPS spatial locating services for 75 Village vehicles and equipment. This initiative was first advanced in late 2016 as part of the Village’s 10-year Capital Improvement Program (CIP). Current unit pricing was secured through a federal joint purchase contract (GSA - General Services Administration). The table denoted below provides a breakdown of vehicles by department serviced under this contract.

<table>
<thead>
<tr>
<th>Department</th>
<th>No. of Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works</td>
<td>57</td>
</tr>
<tr>
<td>Engineering (VH)</td>
<td>6</td>
</tr>
<tr>
<td>Water Management</td>
<td>5</td>
</tr>
<tr>
<td>Community Development (VH)</td>
<td>3</td>
</tr>
<tr>
<td>Facilities (VH)</td>
<td>3</td>
</tr>
<tr>
<td>Administrative Services (VH)</td>
<td>1</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>75</strong></td>
</tr>
</tbody>
</table>

GPS fleet tracking provides real time visibility of the Village’s fleet. It enables remote mapping of vehicles and equipment which can be used to identify excessive speeds or idle times, hard braking, etc., which contributes to the Village’s loss prevention program. Additionally, GPS technology improves operator efficiency and productivity through route optimization of core maintenance services including snow and ice control, leaf collection and street sweeping programs. The instantaneous feedback also assists staff with progress status reporting and
resource allocation and deployment. Denoted in the table below are historical expenses for GPS fleet tracking services.

<table>
<thead>
<tr>
<th>Year</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 (YTD)</td>
<td>$2,482</td>
</tr>
<tr>
<td>2021</td>
<td>$7,933</td>
</tr>
<tr>
<td>2020</td>
<td>$8,702</td>
</tr>
<tr>
<td>2019</td>
<td>$7,578</td>
</tr>
<tr>
<td>2018</td>
<td>$6,985</td>
</tr>
<tr>
<td>2017</td>
<td>$4,087</td>
</tr>
<tr>
<td>2016</td>
<td>$3,823</td>
</tr>
</tbody>
</table>

Subtotal $41,590

1 Total of 49 vehicles/equipment
2 Cost of 3G hardware/install
3 Program online, effective July 2017

The Village’s current GPS fleet tracking hardware has become obsolete (3G technology) and no longer supported by wireless service providers.

**Discussion**

In December of 2021, staff drafted specifications (RFP 22010) for GPS fleet tracking services. Staff added 13 vehicles, located at Village Hall, nine (9) vehicles at Public Works, and five (5) vehicles at the Water Plant to the master list, bringing the total number of vehicles serviced under this contract from 49 to 75. Prospective bidders were asked to furnish and install hardware (4G technology) and provide wireless services to support the following items:

- Provide full mapping coverage for at least up to 250 miles from Village center
- Provide real-time location information within six (6) feet of the vehicle’s actual location
- Capture and store GPS location data every 30 seconds
- Includes: speed, start/stop, engine idle, hard braking, snow plow (up/down), salt spreader (on/off), sweeper (engaged/disengaged)
- Geo-fence capability and reporting function
- Ability to filter map by multiple criteria
- Capability to retrieve and ‘replay’ historical mapping, travel paths and activity by vehicle, accessible online and for up to one-year
- Ability to download and export data
- Vehicle utilization reporting enabled
- Supports user configurable identification of vehicles, vehicle groups, landmarks, geo-fencing etc.
- User defined alert thresholds (speed, idle time, leave/area alert) configurable by user, group, etc.

On December 28, 2021, bid notices were sent out to vendors specializing in GPS fleet tracking services, and posted on the Village’s website and [www.demandstar.com](http://www.demandstar.com). The bid opening occurred on January 13, 2022, with 13 bid proposals received. Prospective bidders were asked to include upfront hardware and installation costs in Year 1. Denoted in the table below is a summary of the bid proposals.
Staff checked references provided by the three lowest bidders and participated in remote meetings to better assess their software interfaces and end user experience. After thorough evaluation, staff recommends awarding the contract to the lowest responsive bidder, Fleet Analytics, LLC. Their reference responses and remote meeting session were both positive and they did not take any exceptions to the RFP specification. Their hardware package also utilizes an international SIM card which can access any wireless network providing the strongest signal at moment of data capture.

Staff also requests additional spending authority in the amount of $5,000 in the event other vehicles need to be added and/or new technology or applications become available over the next five years, bringing the total contract amount to $69,320 (see table below).

<table>
<thead>
<tr>
<th>Five-Year Contract Proposal</th>
<th>$64,320</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested Additional Spending Authority</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Final Subtotal</strong></td>
<td><strong>$69,320</strong></td>
</tr>
</tbody>
</table>

**Budget Impact**

GPS fleet tracking services is allocated to various accounts within the General Fund, Sewer Fund and Water Fund. This expense is a component of the accounts below and due to the Year 1 installation expense, the line item will be over budget by $16,802 for 2022. The overage will be covered by reserves. Future year budgets will reflect the updated unit pricing.

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Budget</th>
<th>YTD Actual</th>
<th>Contract Cost</th>
<th>Account No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund - GPS Fleet Management</td>
<td>$8,200</td>
<td>$1,642</td>
<td>$16,595</td>
<td>11233030-420020-20015</td>
</tr>
<tr>
<td>Sewer Fund - Professional Services</td>
<td>$2,500</td>
<td>$420</td>
<td>$5,041</td>
<td>40807090-420020</td>
</tr>
<tr>
<td>Water Fund - Contractual Services</td>
<td>$3,300</td>
<td>$420</td>
<td>$6,684</td>
<td>41838090-421000</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$14,000</strong></td>
<td><strong>$2,482</strong></td>
<td><strong>$28,320</strong></td>
<td></td>
</tr>
</tbody>
</table>
Documents Attached

1. Resolution #2022-R-34 GPS Fleet Vehicle Tracking Services -Fleet Analytics, LLC, Suwanee, Georgia (Contract attached as Exhibit A)
RESOLUTION NO. 2022-R-34

A RESOLUTION APPROVING A CONTRACT FOR GPS FLEET VEHICLE TRACKING SERVICES BETWEEN THE VILLAGE OF WILMETTE AND FLEET ANALYTICS LLC

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into a Contract for GPS fleet vehicle tracking services by and between the Village of Wilmette and Fleet Analytics LLC; a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The above recitals are incorporated into this section one as if fully set forth.

SECTION 2: The Contract for GPS fleet vehicle tracking services attached as Exhibit A is hereby approved.

SECTION 3: The Village Manager is authorized to execute the Contract. Prior to executing the Contract, the Village Manager is authorized to make changes to the form of the Contract at his discretion.

SECTION 4: The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage.
SECTION 5: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on March 8, 2022, pursuant to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

____________________________________
Village Clerk

Approved on March 8, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT FOR GPS FLEET VEHICLE TRACKING SERVICES
REQUEST FOR BOARD ACTION

AGENDA ITEM: 4.1

SUBJECT: 2022 National Women's History Month Recognition Proclamation

MEETING DATE: March 8, 2022

FROM: Alex Arteaga, Management Analyst
      Erik Hallgren, Assistant Village Manager

BUDGET IMPACT: None

Recommended Motion

Proclamation designating the month of March 2022 as National Women’s History Month in the Village of Wilmette.

Background

The Village’s Human Relations Commission has endorsed Village proclamations recognizing the celebration of various groups including Women’s History Month. As such, staff wanted to provide the Village Board with information regarding the history of this celebration.

The observation of Women’s History Month started in 1981 when Congress passed Pub. L. 97-28, which authorized and requested the President to proclaim a “Women’s History Week”. In 1987, the celebration became a month-long event. Since 1995, Presidents have issued a series of annual proclamations designating the month of March as “Women’s History Month.”

Women’s History Month is observed annually in March to celebrate the contributions women have made to the United States and recognize the specific achievements women have made over the course of American history.

In proclaiming Women’s History Month, Wilmette residents are encouraged to learn about the contributions of American women to our nation’s history and to celebrate this month with appropriate programs and activities. National Women’s History Month information and resources can be found at https://womenshistorymonth.gov/. Additionally, Wilmette residents can learn local history and local events celebrating Women’s Month by visiting https://www.wilmette.com/2022/03/02/2022-womens-history-month-recognition/.

Documents Attached

1. 2022 National Women’s History Month Proclamation
PROCLAMATION

WHEREAS, all residents deserve to be treated with dignity, respect, compassion and justice regardless of gender, age, race, religion, economic status, sexual orientation, or physical, mental, or sensory ability; and,

WHEREAS, the Village of Wilmette supports the rights of every individual to experience equality of treatment and values our diverse population of residents, businesses, and visitors, recognizing that this diversity is one of this community’s greatest strengths; and,

WHEREAS, the Village of Wilmette has a history of female leaders, community servants, professionals, and more that have influenced the community we are today, and it is important that we recognize their accomplishments; and

WHEREAS, March is annually celebrated as National Women’s History Month; the observance of Women’s History Month calls our attention to the continued need for gender equality and to improve the lives of women; and,

WHEREAS, The National Women’s History Alliance designated the 2022 theme for Women’s History Month as “Women Providing Healing, Promoting Hope.” This theme is a tribute to the work of caregivers and frontline workers during the pandemic and recognition of all the ways women have provided healing and hope throughout history; and

WHEREAS, individuals are encouraged to learn about women’s history in Wilmette and the United States. Resources can be found at https://womenshistorymonth.gov/ and https://www.wilmette.com/2022/03/02/2022-womens-history-month-recognition/.

NOW, THEREFORE, I, Senta Plunkett, Village President of Wilmette, Illinois, proclaim March 2022 as National Women’s History Month and call upon all people of Wilmette, Illinois, to honor and celebrate the history and contributions of women in our community, our state, and our nation.

Dated this 8th day of March 2022.

__________________________________________
Senta Plunkett
Village President
Meeting Date: March 8, 2022

To: President Plunkett and Village Board of Trustees

From: Michael Braiman, Village Manager

Subject: Appearance Review Commission Approval of Wayfair Design

The Appearance Review Commission (ARC) held three meetings, including a public hearing, since January 24 to consider Wayfair’s application for an Appearance Review Certificate at the former Carson Pirie Scott department store at Edens Plaza.

The ARC unanimously approved and issued an Appearance Review Certificate for Case 2022-AR-05 on Wednesday, February 23, 2022. The Appearance Review Certificate includes approval to demolish portions of the east side of the building, install new purple and white cladding on all sides, construct a clerestory, install canopies, and modify landscaping and hardscaping around the exterior of the building as presented at the February 23, 2022 meeting. The ARC included two conditions with the certificate including: 1) the bird glass identified in Wayfair’s submittal is used and 2) the terra cotta tile sample not yet produced must be submitted to staff for review prior to the building permit approval.

Because the Appearance Review Certificate as approved by the ARC is final, no Village Board action is required. This memorandum and attachments are presented for informational purposes. The remaining land use entitlements necessary to complete the approval of Wayfair at Edens Plaza are sign and height/FAR variations which can be found in agenda item 3.7 on the March 8, 2022 Village Board Consent Agenda.

The attached renderings, as approved by the ARC, will be presented at the March 8 Village Board meeting under Report of Officers.

Documents Attached
1. Wayfair renderings
2. Link to February 23, 2022 ARC meeting materials
NORTH ELEVATION
Recommendation: The Zoning Board of Appeals recommends denying a request for a 9.75’ side yard generator setback variation and a 9.83 decibel sound variation to permit the installation of an emergency standby generator at 515 Greenleaf Avenue in accordance with the plans submitted.

Case Number: 2022-Z-10

Property: 515 Greenleaf Avenue

Zoning District: R1-H, Single Family Detached Residence

Applicant: Steve and Charmain Later

Nature of Application: Request for a 9.75’ side yard generator setback variation and a 9.83 decibel sound variation to permit the installation of an emergency standby generator

Applicable Provisions of the Zoning Ordinance: Section 5.4
Section 13.4.O.1
Section 13.4.O.2

Hearing Date: February 2, 2022

Date of Application: December 6, 2021

Zoning Board Vote: Chairman Reinhard Schneider No
Brad Falkof No
Didier Glattard Yes
Christine Norrick Yes
Ryrie Pellaton No
Bob Surman Yes
Maria Urban Recused


Report Prepared By: Lisa Roberts, AICP
Assistant Director of Community Development
Minutes transcribed by Gale Cerabona
Findings of Fact Upon Which Decision was Based:

Three members of the Zoning Board of Appeals finds that the request meets the variation standards of Section 5.4.F of the Zoning Ordinance. The physical conditions of the property, the siting of the house on the lot and the location of doors and windows on the building, impose upon the owner a practical difficulty. The plight of the owner was not created by the owner and is due to the unique development of the lot and house. The difficulty is peculiar to the property in question. The difficulty prevents the owner from making reasonable use of the property with a generator to protect the property during regularly occurring power outages. The proposed variations will not impair an adequate supply of light and air to adjacent properties. The proposed generator is screened by a tall, long arborvitae hedge along the property line. There are several generators on the block making any noise consistent with what is already occurring. The variations, if granted, will not alter the essential character of the neighborhood.

Three members of the Zoning Board of Appeals finds that the request does not meet the variation standards of Section 5.4.F of the Zoning Ordinance. Specifically, there are no conditions of the property that are causing a hardship or practical difficulty. The applicant has not sufficiently demonstrated that there is no other place for the generator. The unit could be placed in a conforming or more conforming location. Such a location may be inconvenient but would potentially need less relief.
1. With a generator depth of 25.5" along with placement 18" from the exterior wall, the west face of the unit will be 5'3" from the west lot line, requiring a 9'9" setback variation.

2. The existing 10'+ Arborvitaee hedge along the west lot line will screen the unit and reduce the calculated operating dB at this location.
STAFF INFORMATION AS PRESENTED TO THE ZONING BOARD OF APPEALS

Description of Property

The Subject Property is located on the south side of Greenleaf Avenue approximately 160’ west of 5th Street. The property has 50.0’ of frontage on Greenleaf Avenue and is 196.0’ in depth. The property has an area of approximately 9.800.0 square feet. The property is improved with a two-story house and detached two-car garage.

The property is surrounded by properties zoned R1-H, Single-Family Detached Residence, and improved with single-family homes.

Proposal

The petitioners propose to install a generator on the west side of the house toward the rear of the house. The proposed generator has a 5.25’ west side yard setback. Because the Zoning Ordinance requires a 15.0’ side yard setback for generators, a 9.75’ side yard generator setback variation is required.

With a 5.25’ setback, the generator will produce an estimated noise level of 79.83 decibels at the west side lot line when operating in normal load. Because the Zoning Ordinance limits the noise level of a generator to 70 decibels at the receiving lot line, a 9.83 decibel sound variation is required.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generator Setback</td>
<td>15.0’</td>
<td>5.25’*</td>
</tr>
<tr>
<td>Decibel Limit</td>
<td>70.0</td>
<td>79.83 dB*</td>
</tr>
</tbody>
</table>

* Non-conforming

Other Generator Setback Requests

822 Chestnut Avenue Case 2021-Z-52 ZBA: Grant VB: Granted Request for a 5.0’ side yard generator setback variation and a 4.23 decibel sound variation to permit the installation of an emergency standby generator

311 Driftwood Lane Case 2021-Z-37 ZBA: Deny VB: Denied Request for a 5.5’ side yard generator setback variation to permit the installation of an emergency stand by generator

2737 Blackhawk Road Case 2019-Z-12 ZBA: Grant VB: Granted Request for a 7.73’ side yard generator setback variation and a 7.0 decibel sound variation to permit the installation of an emergency standby generator

1140 Michigan Avenue Case 2018-Z-57 ZBA: Grant VB: Granted Request for a 4.81’ side yard generator setback variation to permit the installation of an emergency stand by generator
1132 Michigan Avenue  Case 2017-Z-60  ZBA: Grant  VB: Granted
Request for a 4.25’ side yard generator setback variation and a 4.61 decibel sound variation to permit the installation of an emergency standby generator

1000 Michigan Avenue  Case 2014-Z-29  ZBA: Grant  VB: Granted
Request for a 6.83’ side yard air conditioner setback variation, an 8.21 decibel sound variation, and an 11.83’ side yard generator setback variation, to permit the installation a permanently installed stand-by generator and two air conditioner condensers for the new home on the property

2426 Meadow Drive S.  Case 2014-Z-19  ZBA: Grant  VB: Granted
Request for a 6.75’ side yard generator setback variation and a 4.91 decibel variation to permit the replacement of an emergency standby generator

1000 Michigan Avenue  Case 2014-Z-17  ZBA: Grant  VB: Denied
Request for a 26.04’ front yard setback variation, a variation to permit parking spaces in a required front yard, a 3.9’ height variation, a 3.4’ parapet height variation, a 5.4’ chimney height variation, a 7.5’ side yard air conditioner setback variation, a 12.5’ side yard generator setback variation, a 17.28 decibel sound variation, and a 1,006.05 square foot (18.45%) front yard impervious surface coverage variation to permit the construction of a new home with a permanently installed stand-by generator

Other Generator Decibel Requests

822 Chestnut Avenue  Case 2021-Z-52  ZBA: Grant  VB: Granted
Request for a 5.0’ side yard generator setback variation and a 4.23 decibel sound variation to permit the installation of an emergency standby generator

2737 Blackhawk Road  Case 2019-Z-12  ZBA: Grant  VB: Granted
Request for a 7.73’ side yard generator setback variation and a 7.0 decibel sound variation to permit the installation of an emergency standby generator

1132 Michigan Avenue  Case 2017-Z-60  ZBA: Grant  VB: Granted
Request for a 4.25’ side yard generator setback variation and a 4.61 decibel sound variation to permit the installation of an emergency standby generator

1020 Michigan Avenue  Case 2017-Z-15  ZBA: Grant  VB: Granted
Request for a 3.66 dB sound variation to permit the installation of an emergency standby generator

402 Maple Avenue  Case 2015-Z-17  ZBA: Grant  VB: Granted
Request for a 2.33’ side yard adjoining a street generator setback variation and a 0.13 dB sound variation to permit the retention of an emergency standby generator

1000 Michigan Avenue  Case 2014-Z-29  ZBA: Grant  VB: Granted
Request for a 6.83’ side yard air conditioner setback variation, an 8.21 decibel sound variation, and an 11.83’ side yard generator setback variation, to permit the installation a permanently
installed stand-by generator and two air conditioner condensers for the new home on the property

2426 Iroquois Road  Case 2014-Z-19  ZBA: Grant  VB: Granted
Request for a 6.75’ side yard generator setback variation and a 4.91 decibel variation to permit the replacement of an emergency standby generator

1000 Michigan Avenue  Case 2014-Z-17  ZBA: Grant  VB: Denied
Request for a 26.04’ front yard setback variation, a variation to permit parking spaces in a required front yard, a 3.9’ height variation, a 3.4’ parapet height variation, a 5.4’ chimney height variation, a 7.5’ side yard air conditioner setback variation, a 12.5’ side yard generator setback variation, a 17.28 decibel sound variation, and a 1,006.05 square foot (18.45%) front yard impervious surface coverage variation to permit the construction of a new home with a permanently installed stand-by generator

123 Sheridan Road  Case 2013-Z-11  ZBA: Deny  VB: Granted
Request for a 114.79 square foot (1.31%) total floor area variation and a 4.0’ roofed accessory structure separation variation to permit the retention of a detached pergola and a 2.5’ side yard generator setback variation and a 1.3 decibel sound variation to permit the retention of an emergency standby generator

Zoning Ordinance Provisions Involved

Section 5.4 outlines the variation procedure

Section 13.4.O.1 limits generators in any residential district to 70 dBA at the receiving lot line under normal load.

Section 13.4.O.2 establishes a minimum 15.0’ side yard setback for a permanently installed stand-by generator in a residential zoning district.

Action Required

Move to recommend granting a request for a 9.75’ side yard generator setback variation and a 9.83 decibel sound variation to permit the installation of an emergency standby generator at 515 Greenleaf Avenue in accordance with the plans submitted.

(After the vote on the request)
Move to authorize the chairman to prepare the report and recommendation for the Zoning Board of Appeals for case number 2022-Z-10.

CASE FILE DOCUMENTS

<table>
<thead>
<tr>
<th>Doc. No.</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location Maps And Plans</td>
<td></td>
</tr>
<tr>
<td>1.0</td>
<td>Zoning Map</td>
</tr>
</tbody>
</table>
1.1 GIS Map
1.2 Sidwell Tax Map
1.3 Plat of Survey
1.4 Site Plan
1.5 Layout Dimensions
1.6 Photograph

Written Correspondence and Documentation

2.0 Completed application form
2.1 Letter of application
2.2 Proof of ownership
2.3 Notice of Public Hearing as prepared for the petitioner, dated January 11, 2022
2.4 Notice of Public Hearing as published in the Wilmette Life, January 13, 2022
2.5 Certificate of publication
2.6 Certificate of posting, dated January 18, 2022
2.7 Affidavit of compliance with notice requirements, filed by applicant January 17, 2022
2.8 Generator Specifications
2.9 Calculation of Noise at Proposed Setback

3.0 COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Mr. Steve Later, applicant
515 Greenleaf Avenue

3.2 Summary of presentations

3.21 Ms. Roberts said this is a request for a 9.75’ side yard generator setback variation and a 9.83 decibel sound variation to permit the installation of an emergency standby generator. The Village Board will hear this case on February 22, 2022.

3.22 Mr. Later said he and his wife prefer to age in place in their home of 24 years and where they currently reside. They are planning accordingly and are increasingly concerned about loss of power being more difficult as they age. Climate change will alter the frequency and duration of future power outages. Their overarching hardship is that their 100 year-old home was not built 15’ from the lot line at least on the west side. More importantly, existing basement windows surround the home and therefore preclude all other locations for the proposed generator due to life safety and code reasons. The proposed location is the logical default location. It is the only location on the east, west, and south sides of the home that does not conflict with the code relative to distance from windows. This will also be screened from view by neighbors to the west. There is also a well-maintained
arborvitae hedge.

3.23 Mr. Pellaton asked how wide the arborvitae hedge is.

Mr. Later said it is 10’ high, 15’ in length. The generator is 4’ in length.

3.24 Mr. Pellaton asked if the generator will impinge on the arborvitae.

Mr. Later said it will not. There will be several feet between the arborvitae screen and the generator itself.

3.25 Mr. Pellaton said his understanding is the west face of the unit will be 5’3” from the lot line. It appears it is right up against the arborvitae.

Mr. Later said that is not the case. He referred to the plat of survey and described the west wall at that location is set back 3’ from the rest of the west wall.

3.26 Mr. Pellaton said there is not quite 9’ there from the lot line to the west wall.

Mr. Later concurred.

3.27 Mr. Pellaton verified that the unit is 4’ wide.

Mr. Later said the generator is 4’ in length, just over 2’ in height, and approximately 2’ in depth. The code requires that it be 18” from the wall so the unit comes out approximately 3.5’ from the wall.

3.28 Mr. Pellaton asked, on the south side where the stone patio is, where the conflict is with putting the generator there.

Mr. Later explained to make it 15’ from the lot line, that section is approximately 8’ so there is about 16’ from the lot line. With the unit being 4’ in length, it would extend past the section of the south wall about 2’, bleed onto the sidewalk, and preclude safe access in and out of the home.

3.29 Mr. Pellaton said one goal of the ZBA is to try and reduce the need for a variance to see if there are other options as well as reduce the impact on neighbors.

Mr. Later believes the neighbors won’t see it due to the arborvitae screening. The entire length of their west property line in the rear yard is screened through hedges at the very southernmost end. There are four arborvitae, nine arrowwood viburnum, and another eight arborvitae. The west lot line is screened with the exception of the winter arrowwood viburnum. When their leaves are dropped, there will be some visibility from the neighbors view inside their home. However when they step out, they will not see anything.

3.30 Mr. Pellaton asked the applicant to talk about the noise impact.
Mr. Later noted, of the seven homes on the south side of Greenleaf, they are one of two without a generator. When there is a power outage, noise is heard from adjacent generators. As this is an emergency generator for only when the power goes out, their noise will be offset by every other generator on the block. This, therefore, does not pose an inconvenience to the neighbors as they, too, will be using their emergency generators.

3.31 Mr. Pellaton said that after hearing several of these cases, when there is a power outage, the noise of the generator is not an issue for the Village. There are also noise mitigation enclosures designed for these generators. He asked if a zombie box was considered to reduce the noise so a decibel variance wouldn’t be needed.

Mr. Later said it was considered, but they believe the additional expense is beyond their budget particularly when the noise of their generator will be offset by the others. It is difficult to distinguish from which property the noise is coming from. If they are granted a permit, they will be six of seven homes having emergency generators. As stated, the Village doesn’t enforce noise violations during power outages.

3.32 Mr. Surman said the amount of time the generator runs is very short. Wilmette has a very good reliable power source. He asked how many times the power has gone out in 24 years.

Mr. Later said 14-18 times. This area has been highly sensitive to localized outages.

3.33 Mr. Pellaton asked if the applicant is familiar with testing the generator on a regular basis.

Mr. Later said they are.

3.34 Mr. Pellaton said there might be some concern from the noise as this would not be in-conjunction with the rest of the neighbors. He reiterated they are charged with reducing variances along with interpreting the codes and how they apply.

3.35 Mr. Glattard said they are not concerned with having a generator or not but rather placing the generator closer to a property line than it should be. The generator could be placed in areas that are not in violation of the Zoning Code.

Mr. Later, respectfully, is not sure he agrees. He offered to walk through the Plat of Survey. He referenced the side-entry porch. It is his understanding, it cannot be placed in the front yard so the north side is precluded. At the front entry, on the east side going south, there are existing windows on the entire length that would preclude their ability to place the generator there.

3.36 Mr. Falkof interjected, on the east side to the south after the steps, there is an indentation in the wall with a window. The window is more than 4’ above ground
level. He asked why the generator couldn’t be placed under that window.

Mr. Later said that area has a bank of three windows above on the first floor with two basement windows below.

3.37 Mr. Falkof asked if the basement windows are on either side of the middle window.

Mr. Later said they are, but with the height of the generator, it will not meet code for distance to the bank of windows on the first floor nor to the basement windows.

3.38 Mr. Surman said there has to be a certain number of feet above a generator for the exhaust.

3.39 Chairman Schneider said when he visited the applicant’s home today, the applicant walked him around the property. When identifying the basement windows, Chairman Schneider asked if they are all operable. The response was they are. He asked if they all need to be operable for life-safety purposes – the answer is no. A suggestion is to close one of the windows and make it not operable on the east side and satisfy all the distance requirements. Only one or two operable windows are needed for escape purposes.

Mr. Later said there is also lifestyle component, where they’d like to open all windows for natural air and light to come through.

3.40 Chairman Schneider said he appreciates that. He said when he visited, he asked if Mr. Later spoke with the neighbor to the west, and he had not. Therefore, we do not know what the neighbor to the west, who is most impacted, thinks of this. In past cases, there have been strong objections from neighbors which are taken into account.

Mr. Later’s understanding of the requirement is to serve notice to neighbors which was done. At this time, that neighbor expressed no reservation.

3.41 Mr. Pellaton asked, when that neighbor installed their generator, if a variance was received.

Ms. Roberts said she believes that neighbor had administrative approval for setback relief.

3.42 Chairman Schneider said he thought where he lives, at Kenilworth Gardens, they were at ground zero for power outages. He said it seems the Laters have almost one outage annually.

Mr. Later said, without documentation, that number is very close. He said the other side of their street often has power when they do not.
3.43 Chairman Schneider said the Village should be notified.

Mr. Later said they have contacted ComEd and the Village throughout the years.

3.44 Mr. Pellaton said it was ironic that he just heard ComEd’s advertisement on how reliable they are when there have been cases in Wilmette to the contrary.

3.45 Mr. Later asked that the ZBA consider that the climate is changing. There are more frequent weather events, and they anticipate same for the long-term. They wish to age in place comfortably.

3.46 Mr. Pellaton reiterated the concern is not that this applicant wants a generator on the property. It’s the location with two variances. He wonders if there’s another location that would eliminate the variances.

Mr. Later believes he’s addressed that concern. He reminded the board that there are basement windows all around. A different location may warrant a variance as well.

3.47 Mr. Glattard said a generator doesn’t need to be adjacent to a home. It could be 5’ away from a home. He said his neighbor has one by the garage.

Mr. Later said the hardship, on the east side, is that there is a long-established garden that they’ve invested in over time. It is an important part of the way they live.

3.48 Mr. Glattard asked about the south side of the house.

Mr. Later said there are basement windows from east to west on the south side. About 4’ in from the east end of the south wall, there is a basement window. Another 4’ to 6’ from that is a rear-entry door. Around the corner from that is an established garden; the length of that façade would require that the generator bleed over beyond the wall onto their sidewalk. The sidewalk would have to be reworked to go around the generator.

3.49 Mr. Surman said this should be put in perspective. This generator will run one day annually along with other generators. It is a minimal amount. An air conditioner would be more of an issue as it runs all summer.

3.50 There was no one in the audience to speak on this case. There was no additional communication on this case.

5.0 VIEWS EXPRESSED BY MEMBERS OF THE ZONING BOARD OF APPEALS

5.1 Mr. Surman said for the infrequent use and because it is not much louder than a lawn mower, he doesn’t believe it’s an issue. It makes sense with the arborvitae there. He can support it.
5.2 Mr. Falkof referenced Section 13.4.O.1 of the Zoning Ordinance where there is a limit of 70 decibels for standby generators under normal load. It also says permanently-installed standby generators are exempt from the noise performance standard when operated during power outages. There is another Section 4.0 which discusses testing purposes. From a previous case, when tested, it operates at half decibel level. He is not convinced there is a noise issue. That leaves the location. He looks to fellow board members for their input.

5.3 Mr. Glattard said, regarding distance, every generator is usually closer to the lot line than what the code allows. The hardship is it would affect a window, sidewalk, garden, cost, etc. This generator is closer to the lot line and neighbor. He will support this as he cannot justify the extra expense, etc.

5.4 Ms. Norrick said she supports this. She believes there is a hardship to reconstruct the sidewalk. Aside from the financial aspect, it is wasteful to reconfigure the yard. It is not appropriate near windows. It is a nominal request. There are generators along the south side. The request is often to be closer to the lot line.

5.5 Mr. Pellaton has an issue with the location for the reasons Mr. Glattard mentioned. He would like a more conforming location. There are options. Aesthetically, it makes more sense. Variances should not be granted for inconvenience.

5.6 Chairman Schneider referenced a similar case by the canal by the golf course. The neighbor to the north objected to it. He believes the ZBA and Board of Trustees declined it. The restrictions do not apply during a power outage so sound doesn’t matter. Testing is at a reduced sound level. The Zoning Code is clear – 15’, 70 decibels. When interpreting the Code, a clear hardship needs to be present. On the east side, the air conditioner is there along with basement windows. If one of them were inoperable, the generator could be placed there. Though cost would be prohibitive, he will not support it.

5.7 Mr. Falkof asked what the purpose is from the distance of the lot line if not to reduce the impact on a neighbor due to the sound when landscaping is there. Sound is waived during a power outage. We are now choosing location for the sake of location.

5.8 Mr. Surman asked when this was last reviewed.

Ms. Roberts said the generator requirements were first written between 2006-2009. Air conditioners were originally 15’ then reduced to 10’. The generator requirements may be something worth revisiting. The intent of the decibel level not to apply during an outage speaks to not requiring enforcement during an outage. It was not meant to negate the 70 decibel limit. No one would be required to turn off their generator during an outage.

5.9 Ms. Norrick said regarding the other denied proposal by the golf course, the neighbor clearly objected as it was right at the neighbor’s entry. The neighbor for this case has been silent and was informed.
6.0 DECISION

6.1 Mr. Surman moved to recommend granting a request for a 9.75’ side yard generator setback variation and a 9.83 decibel sound variation to permit the installation of an emergency standby generator at 515 Greenleaf Avenue in accordance with the plans submitted.

6.11 Mr. Falkof seconded the motion, and the vote was as follows:

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Chairman Reinhard Schneider</td>
<td>No</td>
</tr>
<tr>
<td>Brad Falkof</td>
<td>No</td>
</tr>
<tr>
<td>Didier Glattard</td>
<td>Yes</td>
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<tr>
<td>Christine Norrick</td>
<td>Yes</td>
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<tr>
<td>Ryrie Pellaton</td>
<td>No</td>
</tr>
<tr>
<td>Bob Surman</td>
<td>Yes</td>
</tr>
<tr>
<td>Maria Urban</td>
<td>Recused</td>
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Motion failed.

6.2 Ms. Norrick moved to authorize the Chairman to prepare the report and recommendation for case number 2022-Z-10.

6.21 Mr. Pellaton seconded the motion, and the vote was as follows:

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Motion carried.

7.0 FINDINGS OF FACT UPON WHICH DECISION WAS BASED

Three members of the Zoning Board of Appeals finds that the request meets the variation standards of Section 5.4.F of the Zoning Ordinance. The physical conditions of the property, the siting of the house on the lot and the location of doors and windows on the building, impose upon the owner a practical difficulty. The plight of the owner was not created by the owner and is due to the unique development of the lot and house. The difficulty is peculiar to the property in question. The difficulty prevents the owner from making reasonable use of the property with a generator to protect the property during regularly occurring power outages. The proposed variations will not impair an adequate supply of light and air to adjacent properties. The proposed generator is screened by a tall, long arborvitae hedge along the property line. There are several generators on the block making any noise consistent with what is already occurring. The variations, if
granted, will not alter the essential character of the neighborhood.

Three members of the Zoning Board of Appeals finds that the request does not meet the variation standards of Section 5.4.F of the Zoning Ordinance. Specifically, there are no conditions of the property that are causing a hardship or practical difficulty. The applicant has not sufficiently demonstrated that there is no other place for the generator. The unit could be placed in a conforming or more conforming location. Such a location may be inconvenient but would potentially need less relief.

8.0 RECOMMENDATION

The Zoning Board of Appeals recommends denying a request for a 9.75’ side yard generator setback variation and a 9.83 decibel sound variation to permit the installation of an emergency standby generator at 515 Greenleaf Avenue in accordance with the plans submitted.
Steve and Charmain Later
515 Greenleaf Avenue
Elevation for Variation Application (2021)

[Hand-drawn diagram with dimensions and notes]

13½'
8½'
28½''
20½''
32''

12.51 yd²

16 feet
6 inches

N S E W

1.5
515 Greenleaf
Charmain and Steve
later
ZBA application
for variance —
generator.

Re: View of Proposal
location for generator
Village of Wilmette  
ZBA Application  
Letter of Situation and Hardship for Installation of a Generator  
December 5, 2021

RE:  515 Greenleaf Ave – Generator request for variation

TO:  Zoning Board of Appeals

Charmain and Steve Later are the owners of 515 Greenleaf and have lived at this address for over 23 years. As the owners, we wish to install a generator at the southwest corner of our home. Out of seven adjacent homes on the south side of the 500 block of Greenleaf, our home is one of two that do not have a generator.

It is not uncommon, regardless of the weather or season, for the power grid we are on to have power outages. We anticipate the impacts of climate change to lead to more frequent outages of longer duration.

The frequency of power outages affects our quality of life in our home, impacting our ability to cook, operate the HVAC systems, and general use of our home. Steve’s work office is in our home and Charmain periodically works from home.

Applying the standards set forth in the Code, the Zoning Board of Appeals should be able to make the following findings of fact based upon the evidence submitted herein and at the hearing:

**Standards of Review**

a. The particular physical conditions, shape, or surroundings of the property would impose upon the owner a practical difficulty or particular hardship, as opposed to a mere inconvenience, if the requirements of the Zoning Ordinance were strictly enforced.

- Electric service enters the home along the west side of the property. Running electric service to the east side of the home requires trenching through two long-established garden beds and tunneling under two concrete sidewalks, or drilling through east exterior wall and running lines through the basement to connect to the east side exterior. Costs associated with these options were estimated to be at least $15,000 greater than the proposed location on west side of home.
• Gas service enters the home on the east side, north of entry porch. To run gas to the south side of the entry porch (to accommodate locating generator on east side of home) requires opening the porch exterior walls or reconstruction of the entry porch, which is original to the home, for access to safely bury gas lines under the entry porch.

• The home is 100+ years old and has original basement windows around the exterior perimeter except at the proposed generator location. Location on the east side of home would require the original basement window(s) be rendered inoperable, creating potential life safety concerns, and diminishing personal enjoyment with loss of light.

• Locating generator on south side of home is not feasible as it would either partially obstruct sidewalk leading to rear entry or not meet Code compliant distance requirements from existing windows.

b. The plight of the property owner was not created by the owner and is due to unique circumstances.

• The location of the home being less than 15’ from the west lot line and 18’ from the east lot line, and the inclusion of basement windows along the east and west walls of the home are conditions not created by the applicant as construction of the 100+ year old home occurred prior to applicant’s ownership. The applicant owners did not create the hardship claimed herein.

• The south side of the home is the result of applicant’s action as it was created via a modest addition 17 years ago (2004). It is reasonable that the applicant did not foresee 17 years ago that design decisions pertaining to the south façade needed to consider power grid concerns exacerbated by climate change and corresponding desire for a backup generator.

  o Of note, and by coincidence, the design of the 2004 addition facilitates the proposed location given 1) its 3’ setback location from the rest of the west facade and 2) its distance from windows for code compliant safety purposes.

c. The difficulty or hardship is peculiar to the property in question and is not generally shared by other properties classified in the same zoning district and/or used for the same purposes. This includes the need to accommodate desirable existing site landscape or reflect unique conditions created by the age and character of the property.

• The east side of the home is bordered by long established gardens that are original to the home, which we have enhanced and further developed over our 23+ years of residence. This includes the installation of a native and prairie plant garden.
• An east side location would increase project costs by an estimated $15,000 and result in the loss of functional windows. Loss of functional windows pose a potential life safety concern and preclude natural light from entering the basement.

• Established gardens, a rear entry door, sidewalks, a 100+ year old oak tree, and a flagstone patio border the south side of the home.

• Village Code precludes a north (front) side of home location for a generator.

d. The difficulty or hardship resulting from the application of the Zoning Ordinance would prevent the owner from making a reasonable use of the property. However, the fact the property could be utilized more profitably with the variation than without the variation is not considered as grounds for granting the variation.

• Applicant received preliminary cost estimates for locating a generator on the east side of the home that increase the installation cost by 75% ($35,000 vs. $20,000).

• As described above, an east side location is not practical due to an established garden and the need to preclude use of existing windows.

• Applicant’s home is one of the few homes on the south side of the 500 block of Greenleaf without a generator.

• Regarding sound concerns, since the majority of homes on the block have generators, applicant hears the sound of the other generators on the block while waiting for power service to return.

e. The proposed variation will not impair an adequate supply of light and air to adjacent property or otherwise injure another property or its use, will not substantially increase the danger of fire or otherwise endanger the public health, safety and welfare, and will not substantially diminish or impair property values within the neighborhood.

• The proposed location is hidden from view to the neighbor to the west due to a 10’+ privacy hedge of well-maintained and regularly pruned Arborvitae, which will also significantly mitigate the calculated decibel level for which this variance is requested.

• The proposed location along the west wall is set back 3’ from the main structure and will preclude sight of the generator from the north, east, west, and south views of the property.

• Regarding property values, installation of a generator at the proposed location will comport with current neighborhood standards and thereby serve to maintain and enhance property values within the neighborhood.

• The proposed generator location will not impair adequate supply of light and air to adjacent property, nor would it increase congestion in the public streets or increase
the danger of fire or endanger the public safety or substantially diminish or impair property values on the neighborhood.

f. The variation, if granted, will not alter the essential character of the neighborhood and will be consistent with the goals, objectives and policies set forth in the Comprehensive Plan.

- Generators are the norm on the south side of the 500 block of Greenleaf Avenue and throughout the community. We are one of two, possibly three, out of seven adjacent homes currently without a generator.\(^1\)

- The current character of the neighborhood during power outages is the sound of generators. Because our generator will be operational only during power outages its sound will be consistent with the sound emanating from the majority of other adjacent properties. Any decibel output from our proposed generator will be offset by the sound of generators emanating from adjacent properties.

- The proposed location of the generator will provide for screening from the adjacent property due to the 3’ setback from the main structure of the house and approximately 10’ tall row of Arborvitae along the property line.

- The variations sought herein will not be materially detrimental to the public welfare or injurious to other property in the neighborhood.

- Finally, the proposed variation is in harmony with the spirit and intent of the Code.

Thank you for considering our request.

Sincerely,

Charmain and Steve Later
515 Greenleaf Avenue

---

\(^1\) Village of Wilmette building permits provided to us indicated four of the seven adjacent homes received a permit for a generator, but we believe five homes have a generator.
NOTICE OF PUBLIC HEARING
Notice is hereby given that on Wednesday, February 2, 2022,
at 7:00 P.M., the Zoning Board
of Appeals of the Village of Wilmette will conduct a public
hearing in the Council Cham-
bers of Village Hall, 1200 Wil-
mette Avenue, Wilmette, Illinois
when matters listed below will
be considered:

2022-Z-10 515 Greenleaf Avenue
A request by Steve and Char-
main Lister for a 5.25’ side yard
generator setback variation and
a 9.83 decibel sound variation
to permit the installation of an
emergency standby generator
on the property identified as Property Index Number 05-54-
217-005-0000.

2022-Z-11 1519 Washington Avenue
A request by Andrew Venmore,
March 1, for a 934 sq ft
(11.69%) total floor area varia-
tion to permit the construction
detached two-car garage on
the property identified as Property Index Number 05-39-210-
066-0000.

2022-Z-12 2500 Kenilworth Avenue
A request by John Relias for a
2.0’ fence height variation and
fence openness variation to per-
mit the replacement of a
6’ tall solid fence in a side yard
adjacent to a street on the prop-
erty identified as Property Index
Number 05-29-208-008-0000.

2022-Z-13 3232 Lake Avenue
A request by Edens Plaza SC
Owner LLC and Edens Plaza BB
Owner LLC, for an approximately
5’ window variation to permit the
construction of a clerestory
window and an approximately
3,000 sq ft floor area varia-
tion to permit the installation
of new building overhangs,
building cladding, and the cler-
estory on the vacant Carson Pri-
Scott building for the purpose
of occupancy by Wayfair on the
property identified as Property
Index Numbers: 05-30-405-019-
0000, 05-30-405-020-0000 and
05-30-405-021-0000.

Reinhard Schneider, Chairman
Royce Pettigrew
Brad Falkof  Bob Surman
Didier Glastra/Maria Urban
Christine Nomiick

(Constituting the Zoning Board
of Appeals of the Village of Wil-
mette, Illinois)

If you are a person with a dis-
ability and need special accom-
modations to participate in and/
or attend a Village of Wilmette
public meeting, please notify the
Village Manager’s Office at (847)
853-7510 (TDD) (847) 853-7634)
Generac® Guardian® Series
Residential Standby Generators
Air-Cooled Gas Engine

Standby Power Rating
G907038-1, G907039-1 G907038-3, G907039-3 (Aluminum - Hanging) - 29 kW 60 Hz
G907060-2, G907062-2, G907060-3, G907062-3 (Aluminum - Repack) - 22 kW 60 Hz
G907203-0, G907210-1 (Aluminum - Repack) - 24 kW 60 Hz

Features

- Innovative Engine Design & Rigorous Testing: At the heart of Generac's success in providing the most reliable generators possible. Generac's G-Force engine lineup offers added peace of mind and reliability for when it's needed the most. The G-Force series engines are purpose built and designed to handle the rigors of extended run times in high temperatures and extreme operating conditions.

- True Power™ Electrical Technology: Superior harmonics and sine wave form produce less than 5% Total Harmonic Distortion for utility-quality power. This allows convenient operation of sensitive electronic equipment and microchip-based appliances, such as variable speed HVAC systems.

- Test Criteria:
  - Prototype Tested
  - System Torsional Tested
  - NEMA MG1-22 Evaluation
  - Motor Starting Ability

- Mobile Link® Connectivity: FREE with select Guardian Series Home standby generators. Mobile Link Wi-Fi allows users to monitor generator status from anywhere in the world using a smartphone, tablet, or PC. Easily access information such as the current operating status and maintenance alerts. Users can connect an account to an authorized service dealer for fast, friendly, and proactive service. With Mobile Link, users are taken care of before the next power outage.

- Solid-State, Frequency Compensated Voltage Regulation: This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized Fast Response to changing load conditions and Maximum Motor Starting Capability by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ±1%.

- Single Source Service Response: From Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.

- Generac Transfer Switches: Long life and reliability are synonymous with Generac Power Systems. One reason for this confidence is that the Generac product line is offered with its own transfer systems and controls for total system compatibility.

Includes:

- True Power™ Electrical Technology
- Two-line multilingual digital LCD Evolution™ controller (English/Spanish/French/Portuguese)
- 200 amp service rated transfer switch available
- Electronic governor
- Standard Wi-Fi® connectivity
- System status & maintenance interval LED indicators
- Sound attenuated enclosure
- Flexible fuel line connector
- Natural gas or LP gas operation
- 5 Year limited warranty
- Listed and labeled for installation as close as 18 in (457 mm) to a structure.*

*Must be located away from doors, windows, and fresh air intakes and in accordance with local codes.

Note: CEIL or UL certification only applies to unbundled units and units packaged with limited circuit switches. Units packaged with the Smart Switch are ETL or UL certified in the USA only.

Generac Promise USA CEIL UL ISO

2.8


20/22/24 kW

Engine:
- Generac G-Force design
- "Spiny-lok" cast iron cylinder walls
- Electronic ignition/spark advance
- Full pressure lubrication system
- Low oil pressure shutdown system
- High temperature shutdown

Maximizes engine "breathing" for increased fuel efficiency. Plateau honed cylinder walls and plasma moly rings help the engine run cooler, reducing oil consumption and resulting in longer engine life.
Rigid construction and added durability provide long engine life.
These features combine to assure smooth, quick starting every time.
Pressurized lubrication to all vital bearings means better performance, less maintenance, and longer engine life. Now featuring up to a 2 year/200 hour oil change interval.
Shutdown protection prevents catastrophic engine damage due to low oil.
Prevents damage due to overheating.

Generator:
- Revolving field
- Skewed stator
- Displaced phase excitation
- Automatic voltage regulation
- UL 2200 listed

Allows for a smaller, lightweight unit that operates 25% more efficiently than a revolving armature generator.
Produces a smooth output waveform for compatibility with electronic equipment.
Maximizes motor starting capability.
Regulating output voltage to ±1% prevents damaging voltage spikes.
For your safety,

Transfer Switch (if applicable)
- Fully automatic
- NEMA 3R
- Integrated load management technology
- Remote mounting

Transfers vital electrical loads to the energized source of power.
Can be installed inside or outside for maximum flexibility.
Capability to manage additional loads for efficient power management.
Mounts near an existing distribution panel for simple, low-cost installation.

Evolution™ Controls:
- AUTO/MANUAL/OFF illuminated buttons
- Two-line multilingual LCD
- Sealed, raised buttons
- Utility voltage sensing
- Generator voltage sensing
- Utility interrupt delay

Selects the operating mode and provides easy, at-a-glance status indication in any condition.
Provides homeowners easily visible logs of history, maintenance, and events up to 50 occurrences.
Smooth, weather-resistant user interface for programming and operations.
Constantly monitors utility voltage, setpoints 65% dropout, 80% pick-up, of standard voltage.
Constantly monitors generator voltage to verify the cleanest power delivered to the home.
Prevents nuisance start-ups of the engine, adjustable 2-1500 seconds from the factory default setting of 5 seconds by a qualified dealer.
Verifies engine is ready to assume the load, setpoint approximately 5 seconds.

- Engine warm-up
- Engine cool-down
- Programmable exercise
- Smart battery charger
- Main line circuit breaker
- Electronic governor

Allows engine to cool prior to shutdown, setpoint approximately 1 minute.
Operates engine to prevent oil seal drying and damage between power outages by running the generator for 5 minutes every other week. Also offers a selectable setting for weekly or monthly operation providing flexibility and potentially lower fuel costs to the owner.
Delivers charge to the battery only when needed at varying rates depending on outdoor air temperature.
Compatible with lead acid and AGM-style batteries.
Protects generator from overload.
Maintains constant 60 Hz frequency.

Unit:
- SAE weather protective enclosure
- Enclosed critical grade muffler
- Small, compact, attractive

Sound attenuated enclosures ensure quiet operation and protection against mother nature, withstand winds up to 150 mph (241 km/h). Hinged key locking control panel for security. Lift-out front for easy access to all routine maintenance items. Electrostatically applied textured epoxy paint for added durability.
Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Makes for an easy, eye appealing installation, as close as 18 in (457 mm) away from a structure.
20/22/24 kW

Installation System
- 14 in (35.6 cm) flexible fuel line connector
- Integral sediment trap

Connectivity (Wi-Fi equipped models only)
- Ability to view generator status
- Ability to view generator Exercise/Run and Total Hours
- Ability to view generator maintenance information
- Monthly report with previous month’s activity
- Ability to view generator battery information
- Weather information

Listed ANSI Z21.75/CSA 6.27 outdoor appliance connector for the required connection to the gas supply piping.
Meets IFGC and NFPA 54 installation requirements.

Monitor generator with a smartphone, tablet, or computer at any time via the Mobile Link application for complete peace of mind.
Review the generator’s complete protection profile for exercise hours and total hours.
Provides maintenance information for the specific model generator when scheduled maintenance is due.
Detailed monthly reports provide historical generator information.
Built in battery diagnostics displaying current state of the battery.
Provides detailed local ambient weather conditions for generator location.
## Specifications

### Generator

**Model**

- **Rated maximum continuous power (LP):** 20,000 Watts* (20 kW)
- **Rated voltage:** 208V / 120V
- **Rated maximum continuous load current – 240 volts (LP/NG):**
  - 18.000 Amps
- **Main line circuit breaker:**
  - **Phase:**
    - Number of poles
  - **Rated AC frequency:** 60 Hz
  - **Power factor:** 1.0

**Battery requirement (not included):**

- **Unit weight (lbs / kg):**
  - 48 x 25 x 29 / 121.9 x 65.3 x 73.7
- **Dimensions (l x w x h) in / cm:** 67 / 170

**Sound output in dBA (at 23 ft / 7 m) with generator operating at normal load:**

- **Sound output in dBA (at 23 ft / 7 m) with generator in Quiet-Test:**
  - 55 / 57

**Exercise duration:** 5 mile

### Engine

**Engine type:**

- **Number of cylinders:**
  - **Displacement:**
  - **Cylinder block:**
  - **Valve arrangement:**
  - **Ignition system:**
  - **Governor system:**
  - **Compression ratio:**
  - **Starter:**
  - **Oil capacity including filter:**

### Fuel consumption

**Liquid propane**

- **Btu/hr (m³/h):**
  - **1/2 Load:** 204 (5.78)
  - **Full Load:** 391 (11.52)

**Btu/hr (gal/hr) / l/h:**

- **1/2 Load:** 67 (2.37) / (8.99)
  - **Full Load:** 130 (3.56) / (14.83)

**G-Force 1000 Snipes**

- 900 cc
- Aluminum w/cast iron sleeve
- Solid-state w/magneto
- Electronic
- 12 VDC
- Approx. 1.9 gal / 7.3 L

### Controls

- **Two-line graphic multi-language LCD**
- **Mode buttons:** AUTO, MANUAL, OFF

**Engine start sequences**

- **Start/Stop/Auto:**

**Smart Battery Charger**

- **Charger Fault/Warning AG warning**
- **Battery Problem Protection and Battery Condition indication**
- **Automatic Voltage Regulation with Over and Under Voltage Protection**
- **Under/Over Temperature Protection**
- **Automatic Low Oil Pressure/High Oil Temperature Shutdown**
- **Over Speed (52%):**
- **High Engine Temperature Shutdown**
- **Intrusion Fault/Incorrect Wiring protection**
- **Common external fault capability**

### Field upgradeability features

- **Sound levels:**
  - **Maximum sound levels:**
  - **Sound levels:**
  - **Sound levels (dB):**

### Note:

**Fuel pipe must be sized for full load.** Required fuel pressure to generator fuel inlet at all load ranges ≥ 250 psi (172 kPa) for NS, 10–12 in water column (2.40–2.99 kPa) for LP gens. For EU/ND content, multiply Btu/hr x 0.83,615 (LP) or m³/hr x 37.20 (NG). For Methylpropane content, multiply m³/hr x 0.83,615 (LP) or m³/hr x 37.20 (NG).
20/22/24 kW

Service Rated Automatic Transfer Switch Features

- Intelligently manages up to four air conditioner loads with no additional hardware.
- Up to eight additional large (240 VAC) loads can be managed when used in conjunction with Smart Management Modules (SMMs).
- Electrically operated, mechanically-held contacts for fast, clean connections.
- Main breakers are rated for 80% continuous load.
- 2-pole, 250 VAC contactors.
- Service equipment rated, dual cell design.
- Rated for both aluminum and copper conductors.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- NEMA/UL 3R aluminum outdoor enclosure allows for indoor or outdoor mounting flexibility.

Dimensions

<table>
<thead>
<tr>
<th>200 Amps 120/240, 1ph</th>
<th>Open Transition Service Rated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height</td>
<td>Width</td>
</tr>
<tr>
<td>in</td>
<td>cm</td>
</tr>
<tr>
<td>26.8</td>
<td>67.95</td>
</tr>
<tr>
<td>30.1</td>
<td>76.43</td>
</tr>
<tr>
<td>6.9</td>
<td>17.5</td>
</tr>
</tbody>
</table>

Wire Ranges

- Conductor Lug: 250 MCM - #6
- Neutral Lug: 350 MCM - #5
- Ground Lug: 2/0 - #14

Switch Options

- Model:
  - G007030-1, G007030-3 (20 kW)
  - G007040-2, G007040-3 (22 kW)
  - G007210-1 (24 kW)
- No. of poles: 2
- Current rating (amps): 200
- Voltage rating (VAC): 120/240, 10%
- Utility voltage monitor (built-in)*:
  - Pick-up
  - Diagnose
- Return to Utility*:
- ETL or UL listed
- Enclosures type: NEMA/UL 3R
- Circuit breaker protected
- Lug range: 22,000
- 250 MCM - #6

*Function of Evolution controller
Exercise can be set to weekly, bi-weekly, or monthly
**Available Accessories**

**Model #** | **Product** | **Description**
--- | --- | ---
G007101-0 | Battery Pad Warmer | Pad warmer rests under the battery. Recommended for use if temperature regularly falls below 0 °F (-18 °C). Not necessary for use with AGM-style batteries.

G007102-0 | Oil Warmer | Oil warmer slips directly over the oil filter. Recommended for use if temperature regularly falls below 0 °F (-18 °C).

G007103-1 | Breath Warmer | Breath warmer is for use in extreme cold weather applications. For use with Evolution controllers only in climates where heavy icing occurs.

G005621-0 | Auxiliary Transfer Switch Contact Kit | The auxiliary transfer switch contact kit allows the transfer switch to lock out a single large electrical load that may not be needed. Not compatible with 50 amp pre-wired switches.

G0070227-0 | Bisque Fascia Base Wrap Kit (Standard on 22/24 kW) | The fascia base wrap snaps together around the bottom of the new air-cooled generators. This offers a sleek, contoured appearance as well as offering protection from rodents and insects by covering the lifting holes located in the base.

G005703-0 | Bisque Touch-Up Paint Kit | If the generator enclosure is scratched or damaged, it is important to touch up the paint to protect from future corrosion.

G006485-0 | Scheduled Maintenance Kit | The touch-up paint kit includes the necessary paint to correctly maintain or touch up a generator enclosure.

G0070005-0 | Wi-Fi LP Tank Fuel Level Monitor | Generac's scheduled maintenance kit provides all the items necessary to perform complete routine maintenance on a Generac automatic standby generator (all not included).

G0070000-0 (50 amp) | Smart Management Module | The Wi-Fi enabled LP tank fuel level monitor provides constant monitoring of the connected LP fuel tank. Monitoring the LP tank's fuel level is an important step in verifying the generator is ready to run during an unexpected power failure. Status alerts are available through a free application to notify users when the LP tank is in need of a refuel.

G0070006-0 (100 amp) | | Smart Management Module (SMM) are used to optimize the performance of a standby generator. It manages large electrical loads upon startup and shuts them off in recovery when overloaded. In many cases, using SMM's can reduce the overall size and cost of the system.

G007169-0 | Mobile Link® Cellular | The Mobile Link family of Cellular Accessories allow users to monitor generator status from anywhere in the world, using a smartphone, tablet, or PC. Easily access information such as the current operating status and maintenance alerts. Users can connect an account with an authorized service dealer for fast, friendly, and proactive service. With Mobile Link, users are taken care of before the next power outage.

G007170-0 | Wi-Fi Accessories | Base plugs snap into the lifting holes on the base of an air-cooled home standby generator. This offers a sleek, contoured appearance, as well as offers protection from rodents and insects by covering the lifting holes located in the base. Kit contains four plugs, sufficient for use on a single air-cooled home standby generator.

---

**Dimensions & UPCs**

<table>
<thead>
<tr>
<th>Model</th>
<th>UPC</th>
</tr>
</thead>
<tbody>
<tr>
<td>G007008-1</td>
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</tr>
<tr>
<td>G007008-3</td>
<td>696471074185</td>
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<tr>
<td>G007009-1</td>
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<td>696471071511</td>
</tr>
<tr>
<td>G007210-1</td>
<td>696471084801</td>
</tr>
</tbody>
</table>

Dimensions shown are approximate. See installation manual for exact dimensions. DO NOT USE THESE DIMENSIONS FOR INSTALLATION PURPOSES.
The term "loudness" or "volume" is a problem because it belongs to psycho-acoustics and this personal feeling is not correct definable. Loudness as a psychological correlate of physical strength (amplitude) is also affected by parameters other than sound pressure, including frequency, bandwidth, spectral composition, information content, time structure, and the duration of exposure of the sound signal. The same sound will not create the same loudness perception by all individuals (people).

As psycho-acoustic parameters to describe the "loudness" there is the "loudness level" with the unit phon and the "loudness" with the unit sone.

Incidentally, the sound pressure $p$ doesn't decrease with the square of the distance from the sound source ($1/r^2$). This is an often-told and believed wrong tale.

**Sound pressure level SPL depending on the distance for point-shaped sound sources in the free field**

- Distance-related decrease of sound level •

Enter the three gray boxes and get the answer in the white box.

Sound is here the sound level in decibels, no matter if it is the sound pressure level or the sound intensity level – but not the sound power level.

<table>
<thead>
<tr>
<th>Calculation of the sound level $L_2$, which is found at the distance $r_2$</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Reference distance $r_1$ from sound source</strong></td>
</tr>
<tr>
<td>23 m or ft</td>
</tr>
<tr>
<td><strong>Sound level $L_1$ at reference distance $r_1$</strong></td>
</tr>
<tr>
<td>87 dBSPL</td>
</tr>
<tr>
<td><strong>Search for $L_2$</strong></td>
</tr>
<tr>
<td><strong>Another distance $r_2$ from sound source</strong></td>
</tr>
<tr>
<td>5.25 m or ft</td>
</tr>
<tr>
<td><strong>Sound level $L_2$ at another distance $r_2$</strong></td>
</tr>
<tr>
<td>79.83 dBSPL</td>
</tr>
<tr>
<td><strong>Sound level difference $\Delta L = L_1 - L_2$</strong></td>
</tr>
<tr>
<td>-12.83 dB</td>
</tr>
</tbody>
</table>
Date: February 18, 2022
To: Michael Braiman, Village Manager
From: Lisa Roberts, Assistant Director of Community Development
Subject: 2022-Z-10 515 Greenleaf Avenue – Additional Applicant Correspondence

Attached are additional materials from the applicant, submitted after the January 19, 2022 ZBA meeting.

1.0 Applicant Letter
2.0 Exhibit A – Presentation
3.0 Standards of Review
February 14, 2022

RE: 515 Greenleaf Avenue: Zoning Variation Request - ZBA 2022-Z-10

Dear President Plunkett and Members of the Village Board,

We write to request your approval of a required variance for the installation of an emergency generator at our residence.

**Context**
We have resided in our home for 24 years and desire to age-in-place for as long as practically possible, which we believe to be 15+ years. Our neighborhood has historically been subject to a significant number of very localized power outages. We believe that climate change may subject us to more frequent outages of longer duration as we age. Accordingly, we desire to install an emergency generator.

Of note, we are one of two homes on the south side of the 500 block of Greenleaf that do not have an emergency generator. In that regard, we hear neighboring generators during electrical outages.

Although the Zoning Board of Appeals denied our request it is informative that this was a non-negative majority split vote of 3-3. Further, during consideration of our appeal ZBA members concurred that sound (dB) was not a critical factor given that:
1. Usage is limited to emergencies
2. Sound is offset by neighboring generators
3. Village Code prescribes non-enforcement during electrical outages

Therefore, the standard for granting a request became distance focused. Ironically, distance is a function of sound.

We respectfully believe the judgement of dissenting ZBA members to be flawed in two regards:
1. Perceived viability of alternative locations is either not supported by fact, or creates hardship unto their own
2. Notice beyond requirement

**Perceived Alternate Locations Not Supported by Fact**
1. At the ~30:50 mark of the recorded meeting Chairperson Schneider states that all windows on the east side of our property do not need to be operable and we can therefore "**close one, make it not operable and satisfy all distance requirements**"
   - See Exhibit A pages 3 - 7 (images with measurements)

2. At the ~43:55 mark of the recorded meeting Commissioner Pellaton states that other options exist for locating the generator and that the "**owner is not interested in availing himself to any of these options**"
   - See Exhibit A pages 3 – 10 (images with measurements)
3. At the ~43:55 mark of the recorded meeting Chairperson Schneider reiterates that the "air conditioning is there already on the east side and there are four or five windows where any one could be made inoperable and you would comply with the distance of five feet"
   • See Exhibit A page 3 – 7 (images and measurements)

**Notice Beyond Requirement**

1. At the ~31:50 mark of the recorded meeting Chairperson Schneider states "we do not know what the neighbor to the west thinks about this." Chairperson Schneider effectively admonished us for not having contacted our neighbor beyond the required notification.

The requirements for notice were followed (62 notices sent!) and sworn to via notarized affidavit as directed by Village Code. Therefore, a non-response to notice must be interpreted as 'we do know that the neighbor to the west does not have an expressed concern.'

The morning after the February 2 ZBA vote I spoke with our neighbor to the west, Ann Ponzi. I mentioned the generator and without prompt Ann said, "we saw your letter". I asked Ann if she had a concern with the location and she responded no, she did not.

This demonstrates that the notification requirement we adhered to works.

**Conclusion**

This request for variation meets each of the Standards of Review. Perceived alternate locations identified by dissenting ZBA members are in fact not viable for safety and code reasons. Our proposed generator location is a pragmatic solution with no objection from the 62 neighbors who received notice.

We respectively request that upon review of the facts relative to perceived alternate locations, and with consideration of the 'notice beyond requirement' standard to which we were held, that the Village Board grant our request for the code variation necessary to install an emergency generator.

Doing so will provide peace of mind to long time residents desiring to age-in-place while doing no harm to the community.

Thank you for your thoughtful consideration.

Sincerely,

Charmain and Steve Later
515 Greenleaf Avenue

Attachments:

• Exhibit A - Images and Measurements of Perceived Alternate Locations
• Exhibit B – Standards of Review Compliance
515 Greenleaf Avenue
Generator Appeal
ZBA 2022-Z-10

Exhibit A to Wilmette Village Board Letter Dated February 14, 2022
Charmain and Steve Later
Situation

• Applicant desires to age-in-place at residence of 24 years
  • Investing in home infrastructure to facilitate

• Residence is one of two homes on south side of 500 block of Greenleaf without an emergency generator

• ZBA consensus is that this is a distance issue only; decibel concern offset by other nearby generators and Village code directing non-enforcement during power outages
  • Ironically, distance is a function of decibel levels only

• ZBA vote split 3-3; no negative majority on requested variation

• Applicant believes ZBA judgement to be flawed in two ways:
  • Perceived alternative locations are not supported by fact
  • Notice beyond requirement
East Side – South Face of Main Entry Porch

- Total distance required for this location = 137”
  - Air Conditioner is 16” from east wall
  - Air Conditioner is 36” in length
  - Spacing requirement from air conditioner to proposed generator is 36”
  - Generator is 48.5” in length

- Distance from east face to sidewalk = 129”
  - Results in generator encroaching 8” onto the sidewalk
  - Impedes rear yard access and precludes use of existing gate
East Side – Dining Room

- 3 double-hung windows with bottom 70” from ground
  - Generator height = 28.6”
  - Distance from top of generator to bottom of window = 41.4”
  - Misses 60” spacing requirement by more than 18”

Impact:
- Creates hardship if windows rendered inoperable
- Presents potential life safety concern if windows inoperable
- Diminished home value
- Requires removing plant material from established garden

- Increases cost by 75% due to running electric from west side of home, excluding need to open entry porch walls to connect gas
East Side – Center of Garden

- Achieves required 5’ distance from windows but results in hardship due to loss of cherished garden
  - This isolated location would be more visible to neighbor to the east and from Greenleaf Avenue

- Adjacent to bubbler drain connected to downspout; owner manual advises against for electrical safety

- Increases cost by 75% to run electric from west side of home, excluding cost to open front entry porch walls to connect gas
East Side – Center of Garden

• View demonstrating visibility from Greenleaf Avenue

• Approval Standard includes the following hardship:
  • Need to accommodate desirable existing site landscape
East Side – South End of East Face

• Two basement windows would have to be rendered inoperable to meet 5’ distance requirement if placed between windows
  • Potential life safety issue
  • Loss of fresh air
  • Diminished home value

• Placing 5’ from windows locates generator on sidewalk and still requires a 5’ variation

• Increases cost by 75% to run electric from west side of home - does not include need/cost to connect gas
South Side – East Half

• 3 double-hung windows with bottom 74 inches from ground
  • Generator height = 28.6”
  • Distance from top of generator to bottom of window = 45”
  • Misses 60” spacing requirement by 15”

• Placing 5’ from wall locates generator in rear lawn, reducing use and enjoyment of property

• Significant cost driver to route electric and gas to this location
South Side – West Half

• To meet 15’ setback requirement generator would spill ~2’ onto sidewalk leading to entry door
  • Requiring rerouting of sidewalk, a significant cost driver

• This location does not meet 5’ distance requirement from rear door
South Side – Further South Into Rear Yard

• To meet 15’ setback requirement generator placement would have to be in middle of yard
  • Reduces use and enjoyment of property
  • Diminishes/impairs property value

• Placement along north side of garage requires trenching for gas and electric connection, posing unacceptable risk to legacy canopy oak tree
  • Pending Village tree ordinance promotes maintaining health of legacy trees
  • This location would still require both a distance and decibel variation
  • Significant cost driver; requires extending gas service by ~115’

Code allows for placement only in center 20’ portion of 50’ wide lot
Proposed Location

- Sole location meeting distance requirements for windows and doors
  - Distance from generator to each of three windows at this location exceeds 5’ requirement
  - Closest location to existing electric service

- Year-round visibility screening

- Neighbor cannot see and sound is offset by neighboring generators
  - Village code directs non-enforcement of decibel violations during outages

- Post ZBA, had direct conversation with neighbor Ann Ponzi. Ann stated that she had received and read notice. When asked, Ann said she did not have a concern with this location
Standards of Review

a. The particular physical conditions, shape, or surroundings of the property would impose upon the owner a practical difficulty or particular hardship, as opposed to a mere inconvenience, if the requirements of the Zoning Ordinance were strictly enforced.

- Electric service enters the home along the west side of the property. Running electric service to the east side of the home requires trenching through two long-established garden beds and tunneling under two concrete sidewalks or drilling through east exterior wall and running lines through the basement to connect to the east side exterior. Costs associated with these options were estimated to be at least $15,000 greater than proposed location on west side of home.

- Gas service enters home on east side, north of entry porch. To run gas to south side of entry porch (to accommodate locating generator on east side of home) requires opening the porch exterior walls or reconstruction of the entry porch, which is original to the home, for access to safely bury gas lines under the entry porch.

- The home is 100+ year old and has original basement windows around the exterior perimeter except at the proposed generator location, which is a modest addition. Location on the east side of home would require the original basement window(s) be rendered inoperable, creating potential life safety concerns, and diminishing personal enjoyment with loss of light.

- Locating generator on east side of home is not feasible as it would either partially obstruct sidewalk and existing access gate or not meet Code compliant distance requirements from existing windows. The established garden at this location qualifies as a hardship.

- Locating generator on south side of home is not feasible as it would either partially obstruct sidewalk leading to rear entry or not meet Code compliant distance requirements from existing windows.

b. The plight of the property owner was not created by the owner and is due to unique circumstances.

- The location of the home being less than 15’ from the west lot line and 18’ from the east lot line, and the inclusion of basement windows along the east and west walls of the home are conditions not created by the applicant as construction of the 100+ year old home occurred prior to applicant’s ownership. The applicant owners did not create the hardship claimed herein.
The south side of the home is the result of applicant’s action as it was created via a modest addition 19 years ago (2001). It is reasonable that the applicant did not foresee 19 years ago that design decisions pertaining to the south façade needed to consider power grid concerns exacerbated by climate change and corresponding desire for a backup generator.

- Of note, and by coincidence, the design of the 2001 addition facilitates the proposed location given 1) its 3 feet setback location from the rest of the west facade and 2) its distance from windows for code compliant safety purposes.

c. The difficulty or hardship is peculiar to the property in question and is not generally shared by other properties classified in the same zoning district and/or used for the same purposes. This includes the need to accommodate desirable existing site landscape or reflect unique conditions created by the age and character of the property.

- The east side of the home is bordered by long established gardens that are original to the home, which we have enhanced and further developed over our 23+ years of residence. This includes the installation of a native and prairie plant garden.

- As previously stated, an east side location would also require a variation, increase project costs by an estimated $15,000 and result in the loss of functional windows. Loss of functional windows pose a potential life safety concern and preclude natural light from entering the basement.

- Established gardens, a rear entry door, sidewalks, a 100+ year old oak tree, and a flag stone patio border the south side of the home.

- Village Code precludes a north (front) side of home location for a generator.

d. The difficulty or hardship resulting from the application of the Zoning Ordinance would prevent the owner from making a reasonable use of the property. However, the fact the property could be utilized more profitably with the variation than without the variation is not considered as grounds for granting the variation.

- Applicant received preliminary cost estimates for locating a generator on the east side of the home that increase the installation cost by 75% ($35,000 vs. $20,000). This assumes a variation would be granted for an east side location.

- As described above, an east side location is not desirable due to an established garden and the need to preclude use of existing windows.

- No one other than the applicant will be able to see the west side location.

- Applicant’s home is one of the few homes on the south side of the 500 block of Greenleaf without a generator.
Regarding sound concerns, since the majority of homes on the block have generators, applicant hears the sound of the other generators on the block while waiting for power service to return.

e. The proposed variation will not impair an adequate supply of light and air to adjacent property or otherwise injure another property or its use, will not substantially increase the danger of fire or otherwise endanger the public health, safety and welfare, and will not substantially diminish or impair property values within the neighborhood.

- The proposed location is hidden from view to the neighbor to the west due to a 10+ foot privacy hedge of well-maintained and regularly pruned Arborvitae, which will also significantly mitigate the calculated decibel level for which this variance is requested.
- The proposed location along the west wall, is set back 3 feet from the main structure and will preclude sight of the generator from the north, east, west, and south views of the property.
- Regarding property values, installation of a generator at the proposed location will comport with current neighborhood standards and thereby serve to maintain and enhance property values within the neighborhood.
- The generator and variation requested will not impair adequate supply of light and air to adjacent property nor would it increase congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values on the neighborhood.

f. The variation, if granted, will not alter the essential character of the neighborhood and will be consistent with the goals, objectives and policies set forth in the Comprehensive Plan.

- Generators are the norm on the south side of the 500 block of Greenleaf and throughout the community. We are one of two, possibly three, out of seven adjacent homes currently without a generator.\(^1\) We did not count the homes with generators on the 500 block of Linden, which would be across the alley, although there are homes that have generators as well.
- The current character of the neighborhood during power outages is the sound of generators. Because our generator will be operational only during power outages its sound will be consistent with the sound emanating from the majority of other adjacent properties that have a generator. Any decibel output from our proposed

\(^1\) Village of Wilmette building permits provided to us indicated four of the seven adjacent homes received a permit for a generator but we believe five homes have a generator.
generator will be offset by the sound of generators emanating from adjacent properties.

- The proposed location of the generator will provide for screening from the adjacent property due to the 3 feet setback from the main structure of the house and approximately 10’ tall row of arborvitae along the property line.

- The variations sought herein will not be materially detrimental to the public welfare or injurious to other property in the neighborhood.

- Finally, the proposed variation is in harmony with the spirit and intent of the Code.
SUBJECT: Ordinance Adopting Changes to the Village’s Tree Preservation Policies

MEETING DATE: Ordinance Introduction - February 22, 2022
Ordnance Adoption – March 8, 2022

FROM: Michael Braiman, Village Manager

BUDGET IMPACT: See Budget Impact Section

Recommended Motion
Move to adopt Ordinance No. 2022-O-20 Amending Regulations Regarding Trees.

Background
The Land Use Committee (LUC) of the Village Board held four public meetings from October to January to consider revisions to the Village’s tree preservation policies. The LUC’s recommendations were presented to the Village Board at its February 8, 2022 meeting and consideration of the proposals continued at the Board’s February 22 meeting. The Village Board intends to continue discussions of the proposals at its March 8 meeting and could adopt an ordinance approving a new tree preservation policy on March 8.

The LUC has identified the following goals for a tree preservation policy:

- Minimize the number of unnecessary removals when trees are removed;
- Ensure sufficient replacement trees are planted to maintain and/or grow the community’s tree canopy over time;
  - Focus the policy on reforestation, not revenue generation

In accordance with these goals, the LUC has recommended updates to the following components of the Village’s existing ordinance(s):

- Tree removal permits
- Tree protection (to be discussed at future LUC meetings)
- Tree preservation which includes:
  - Additional protections for highly desirable trees, referred to as ‘Heritage Trees’
  - Replacement requirements when a tree is removed and fees in lieu of replacement requirements
- Penalties for non-compliance
- Zoning incentives
- Other miscellaneous changes

Detailed discussions of the above can be found in Attachments #3 and #4.

At the February 22 Village Board meeting, a majority of the Board requested the following changes to Ordinance No. 2022-0-20 which are reflected in the Ordinance on the March 8 agenda for adoption (Attachment #1):

- Adjust the administrative zoning process to include neighbor notification without the ability for neighbors to formally object to the application (neighbor feedback would be considered by Village staff as part of the zoning review)
- Remove requirement that a certified arborist submit a tree removal permit application for Heritage Trees or when two or more trees which are each 10" DBH or greater are removed
- Remove the requirement for neighbor notification when multiple trees totaling 20" DBH or greater are removed
- Include a mandatory replanting requirement for new construction when a site can accommodate replacement trees in order to help restore lost canopy

The Village intends to focus its discussions on March 8 to two components of the proposed Ordinance:

- Zoning regulations for the removal of trees in the required side yards
- Replacement requirements and fees in lieu of replacement for the removal of healthy trees

**Discussion**

**Zoning Regulations in the Required Side Yards**

The LUC recommends that the removal of Heritage Trees in the required yards (front, rear and side) be subject to the variation process.

Staff reviewed 27 demolition and new construction projects from 2019 which triggered the Canopy Coverage Ordinance. After a detailed review of these projects, it was found that 16 Heritage Trees were in the buildable area and 21 Heritage Trees in the required yards. Under the proposed LUC recommendation, this would have triggered 14 administrative zoning reviews (52% of projects removed one or more Heritage Trees):

- Front yard: 7 trees
- Rear yard: 6 trees
- Side yard: 8 trees

For reference, in an average year, the Community Development Department conducts 40 administrative zoning reviews.
Following feedback from the public, and discussion of the Village Board at the February 8 and February 22 Board meetings, the Board has reached consensus to revise the proposed side yard regulations for construction.

The alternatives for the Board’s consideration regarding side yard regulations are as follows:

1. Expand the definition of buildable area in the interior side yards to include the excavation zone for the foundation (3 feet encroachment into each side yard) on lots which are 60’ in width or less; no such excavation zone would be provided on lots greater than 60’ in width
a. A variation of this alternative would be to take no action on zoning requirements in the side yards for lots 60’ in width or less (tree could be removed subject to replacement requirements) but require an administrative zoning review for the removal of Heritage Trees in the side yards of lots 60’ or greater

2. NEW: A Heritage Tree in a required side yard may only be removed if the Village Forester/Tree Preservation Officer determines the tree would not survive the proposed principal structure or addition to principal structure construction
   a. If the removal was denied because the Village Forester/Tree Preservation Officer felt the tree, when properly protected, would survive the construction impacts, an appeal to the Zoning Board of Appeals (ZBA) could be made if the property owner still wished to remove the tree.
   b. This alternative would prevent, subject to an appeals process, the removal of a Heritage Tree if the proposed construction would not impact a tree in a required side yard to the extent to require removal for safety purposes.
   c. This alternative would minimize the unnecessary removal of Heritage Trees while limiting the time needed from the Village’s plan reviewer, engineer and planner to conduct an administrative zoning review.

3. Take no action on side yards; under this option trees may be removed during construction, subject to the replacement requirements, without a zoning process

In each of the scenarios, data would be collected by staff during the course of the 2022 construction season. This information would include information from the tree survey including size, location, species, and tree condition. Staff anticipates using this data to report to the LUC how many trees were permitted to be removed in the required side yards and of those approved, how many the administrative zoning review committee would have approved and how many could have been saved with reasonable construction alternatives.

Replacement Requirements / Fees in Lieu of Replacement
The Village Board requested additional information regarding the proposed fees in lieu of tree replacement when a healthy tree is removed. Based upon discussion at the February 22 Village Board meeting, there appears to be consensus that the LUC’s proposed fees for Protected Trees, meaning trees which require a permit for removal but not those designated as Heritage Trees, would remain as proposed:
### Protected Trees

<table>
<thead>
<tr>
<th>Size of Tree Removed</th>
<th>Tree Replacements*</th>
<th>Fee in Lieu of Replacement (per tree removed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 – 9&quot;</td>
<td>TBD in 2023 following data collection</td>
<td>TBD in 2023 following data collection</td>
</tr>
<tr>
<td>10 – 12&quot;</td>
<td>2</td>
<td>$1,000</td>
</tr>
<tr>
<td>13 – 16&quot;</td>
<td>3</td>
<td>$1,500</td>
</tr>
<tr>
<td>17 – 19&quot;</td>
<td>4</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

On March 8 the Village Board will further discuss the proposed fees for Heritage Trees. Heritage Trees are defined as Oak and Hickory species 10” DBH or greater and all trees 20” DBH or greater. For discussion purposes, the following alternatives are presented:

<table>
<thead>
<tr>
<th></th>
<th>Option 1- LUC Recommendation</th>
<th>Option 2</th>
<th>Option 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree Replacements</td>
<td>Inch for inch</td>
<td>Inch for inch</td>
<td>5 tree plantings per tree removed</td>
</tr>
<tr>
<td>Fee in Lieu</td>
<td>$175 per inch</td>
<td>$125 per inch</td>
<td>$2,500 per tree removed</td>
</tr>
</tbody>
</table>

Note: The LUC considered a concept similar to Option 3 above during its deliberations but a majority of the LUC ultimately determined that setting a maximum fee for the removal of large healthy trees was not consistent with the goal of ensuring sufficient tree replacements are planted when trees are removed. This type of replacement policy was an outlier compared to most other local tree preservation policies which typically utilize the inch-for-inch approach.

It is important to note that the options presented above are generally on par with or less than the replacement fees charged by comparable communities. Below are examples for reference:

- Kenilworth: $200 - $400 per inch
- Winnetka: $250 per inch
- Northbrook: $100 - $250 per inch
- Lincolnshire: $50 - $300 per inch
- Highland Park: $900 - $3,200 per tree

Staff reviewed demolition and new construction projects from 2019, 2020 and 2021 to estimate the replacement revenues which may be generated in a typical year. The table below displays the net revenue each year and the table on the following page averages the three years and demonstrates the impact of discounting based on tree condition and new tree plantings.

<table>
<thead>
<tr>
<th></th>
<th>Option 1- LUC Recommendation</th>
<th>Option 2</th>
<th>Option 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$112,000</td>
<td>$91,000</td>
<td>$62,000</td>
</tr>
<tr>
<td>2020</td>
<td>$144,000</td>
<td>$114,000</td>
<td>$88,000</td>
</tr>
<tr>
<td>2021</td>
<td>$79,000</td>
<td>$64,000</td>
<td>$52,000</td>
</tr>
</tbody>
</table>
The replacement fees which would be collected as part of the proposed Ordinance are intended to:

1. Replant trees to restore lost canopy on private and public property (this would be additional trees outside of the Village’s regular parkway planting program)
   a. The Village has a parkway tree inventory of 18,000+ trees and an annual program to replace trees removed; no new funds are required to administer this program
   b. For private property it is recommended that a reimbursement program be implemented similar to the Rain Ready program currently in place; estimated cost of $20,000 (40 trees at $500/tree)
2. Administer the tree preservation ordinance (new Village Forester/Tree Preservation Officer position); estimated cost of $120,000 with net budget impact of $90,000
3. Improve the survivability of young trees including watering and pruning; no new funds required to administer program

To support these initiatives and goals of the program, below is an estimated annual budget. The budget is based on anticipated recurring expenses:

<table>
<thead>
<tr>
<th>Est. Budget</th>
<th>Parkway Tree Planting</th>
<th>New tree plantings (40 per year)</th>
<th>Village Forester</th>
<th>Tree Maintenance</th>
<th>Total Tree Bank Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Included in budget</td>
<td>$20,000</td>
<td>$90,000</td>
<td>Included in budget</td>
<td>$110,000</td>
</tr>
</tbody>
</table>

Note: If there is high demand for private property tree plantings in the first several years of the program (demand is anticipated to be high initially and reduce over time similar to our experience with the Rain Ready program), General Fund reserves can be utilized to ensure a robust tree planting program.

To focus the discussion on tree replacement fees, staff analyzed Highland Park and Northbrook. These communities have tree regulation policies that were most similar to the LUC recommendations (they each have a zoning process for the removal of certain trees whereas other comparable communities do not) and they both have similar tree populations.
As part of this fee comparison, staff analyzed the Village’s parkway tree inventory in comparison to the “Landmark/Key Trees” and “Heritage Trees” identified by Highland Park and Northbrook, as those trees are regulated through each community’s zoning process (Northbrook regulates Landmark and Heritage Trees through zoning whereas Highland Park only regulated Heritage trees through zoning). Parkway trees were utilized for this analysis with the assumption that they are reflective of the overall urban forest.

While the LUC’s proposed definition of a Heritage Tree, which captures all tree species which are 20” DBH or greater (and Oaks/Hickories 10” DBH or greater), the Northbrook and Highland Park lists capture Landmark/Key trees of varying DBHs (generally starting between 8 - 12” DBH). Given the analysis, staff believes that the Landmark/Key designations in Northbrook and Highland Park are most comparable to the Village’s Heritage Tree designation for the purposes of comparing fee structures.

<table>
<thead>
<tr>
<th>Tree Replacements</th>
<th>Highland Park</th>
<th>Northbrook</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee in Lieu</td>
<td>$1,850*</td>
<td>$150 per inch</td>
</tr>
</tbody>
</table>

*Highland Park charges a tree removal fee and a tree replacement fee

The following demonstrates how the Village’s fee alternatives compare to Highland Park and Northbrook for various tree species at 25” DBH, which are commonly found in Wilmette. For reference, the percentage of Wilmette’s parkway inventory is listed below for each tree species:

<table>
<thead>
<tr>
<th>25” DBH</th>
<th>Highland Park</th>
<th>Northbrook</th>
<th>Wilmette Option #1</th>
<th>Wilmette Option #2</th>
<th>Wilmette Option #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oak (14%)</td>
<td>$1,850</td>
<td>$3,750</td>
<td>$4,375</td>
<td>$3,125</td>
<td>$2,500</td>
</tr>
<tr>
<td>Honeylocust (9%)</td>
<td>$900</td>
<td>$2,500</td>
<td>$4,375</td>
<td>$3,125</td>
<td>$2,500</td>
</tr>
<tr>
<td>Elm (9%)</td>
<td>$900</td>
<td>$2,500</td>
<td>$4,375</td>
<td>$3,125</td>
<td>$2,500</td>
</tr>
<tr>
<td>Linden (9%)</td>
<td>$900</td>
<td>$3,750</td>
<td>$4,375</td>
<td>$3,125</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

The table below demonstrates the fees in lieu of replacement for 40” DBH trees. In Highland Park and Northbrook, the fee structure increases for large Oaks and Elms which are designated as Heritage Trees at that size ($250/inch for Northbrook):

<table>
<thead>
<tr>
<th>40” DBH</th>
<th>Highland Park</th>
<th>Northbrook</th>
<th>Wilmette Option #1</th>
<th>Wilmette Option #2</th>
<th>Wilmette Option #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oak</td>
<td>$3,200</td>
<td>$10,000</td>
<td>$7,000</td>
<td>$5,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>Honeylocust</td>
<td>$900</td>
<td>$4,000</td>
<td>$7,000</td>
<td>$5,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>Elm</td>
<td>$3,200</td>
<td>$10,000</td>
<td>$7,000</td>
<td>$5,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>Linden</td>
<td>$900</td>
<td>$6,000</td>
<td>$7,000</td>
<td>$5,000</td>
<td>$2,500</td>
</tr>
</tbody>
</table>
**Budget Impact**

Based upon existing staff resources the recommended policy changes will necessitate a new Village Forester/Tree Preservation Officer position. The estimated cost of a new Forester is $120,000 (salary and benefits). This would have a net impact on the 2022 budget of $90,000 as the newly created full-time code enforcement position, intended to focus on tree protection, would instead remain as part-time.

**Documents Attached**
1. Ordinance #2022-O-20
2. Report from the February 22, 2022 Village Board meeting
3. Report from the February 8, 2022 Village Board meeting, including links to all meeting materials from the Land Use Committee meetings
4. Updated policy flow chart
5. Email communications received since the Land Use Committee’s January 25, 2022 meeting
ORDINANCE NO. 2022-O-20
AN ORDINANCE AMENDING REGULATIONS REGARDING TREES
(Chapter 29 – Tree Regulations)

WHEREAS, the Village of Wilmette, Cook County, Illinois (“Village”), is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village has reviewed and studied its regulations regarding trees on both public and private property and has determined that certain amendments regarding the Village’s current standards for tree preservation, tree protection and tree removals (hereinafter collectively referred to as “tree regulations”) are desired and doing so is in the best interests of the health, safety and welfare of the public; and

WHEREAS, the Land Use Committee of the Village Board (“LUC”) has held four (4) public meetings regarding the tree regulations; and

WHEREAS, the LUC after giving due and proper notice as required by law, held a public hearing on January 25, 2022, on the proposed amendments to the Village’s Zoning Code; and

WHEREAS, the LUC, unanimously recommended certain changes to the Village Code in regard to tree regulations, which are reflected in this Ordinance; and

WHEREAS, as stated above, the Village Board has determined that it is in the best interests of the health, safety and welfare of the public to create and amend the Village Code provisions for tree regulations.
NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF
TRUSTEES of the Village of Wilmette, Cook County, Illinois:

SECTION 1: The above recitals are incorporated in this ordinance as if fully set forth.

SECTION 2: The Wilmette Village Code, as amended, is further amended by creating
Chapter 29, Tree Regulations so that Chapter 29, shall hereafter provide as follows:

CHAPTER 29 TREE REGULATIONS

ARTICLE I IN GENERAL

Section 29-1 Policy and Purpose

(a) Policy.

While allowing for the reasonable improvement of land within the Village, it is the public
policy of the Village to:

(1) maintain and grow the tree canopy within the Village;
(2) add to the tree population within the Village where possible;
(3) maintain existing healthy trees within the Village; and
(4) minimize the unnecessary Removal of trees.

(b) Purpose.

Purpose. The preservation of existing trees and the planting of additional trees in the
Village are intended to accomplish, where possible, the following objectives:

(1) To preserve trees as an important public resource enhancing the quality of life and
the general welfare of the Village and enhancing its unique character and physical,
historical, and aesthetic environment;
(2) To preserve the essential canopy and character throughout the community;
(3) To preserve, protect and maintain trees as an integral part of the infrastructure of the
Village as other critical Village infrastructure;
(4) To enhance and preserve the air quality of the Village through the filtering effect of
trees on air pollutants and replenishing the atmosphere with oxygen;
(5) To reduce noise within the Village through the baffle and barrier effect of trees on
the spread of noise;
(6) To reduce topsoil erosion through the soil retention effect of tree roots;

(7) To absorb excess soil moisture, thereby moderating storm water runoff;

(8) To provide habitat and food for birds and other wildlife, including the preservation and enhancement of nesting areas for birds and other wildlife, which in turn assist in the control of insects;

(9) To reduce energy consumption through the wind break and shade effects of trees; and

(10) To maintain and enhance property values throughout the Village by preserving and adding to the aesthetic quality of land.

Section 29-2 Rules of Construction

All provisions of this Chapter shall prevail as to all matters and questions arising from the subject matter of this Chapter. If there are any contradictory provisions, between another Chapter of the Village Code and this Chapter 29, the provisions of this Chapter, upon the subject matter of this Chapter shall apply.

Section 29-3 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Aggregate Diameter” means the combined diameter of a Multiple Stemmed Tree of each stem that has a diameter of six (6) inches or greater when measured at breast height as follows:

For Multiple Stemmed Trees where the trunk separations begin at lower than four and one-half (4½) feet from the ground, but higher than one (1) foot from the ground, measurement shall be taken one (1) foot below the separation.

For Multiple Stemmed Trees where the trunk separations begin below one (1) foot from the ground, the sum of the diameters of the stems measured at four and one-half (4½) feet above the average ground level at the base of the tree.

"Caliper” means the diameter of a tree as measured at a point six (6) inches above the existing grade at the base of the tree. This point of measurement is used for measuring nursery stock and replacement trees.

"Canopy" means the area occupied by the live leaves and branches of a tree.

“Certified Arborist” means an arborist that has a valid International Society of Arboriculture certification.

“Certified Arborist Review Certificate” or “Certificate” means a certificate provided and signed by a Certified Arborist that shall be filed with a Tree Removal Permit. The certificate shall, in the professional opinion, based upon Best Management Practices of the International
Society of Arboriculture, of the signing Certified Arborist identify, the location, size, species, condition and form of each tree, and the purpose of the Removal for the tree sought to be Removed as applied for in the Tree Removal Permit.

“Critical Root Zone” means that circular area under a tree as determined by a one-foot radius for each one inch in DBH.

“Damage” means any act that results in the death, likely death, loss in value, loss in aesthetic value, or substantial destruction of a tree, or causes the tree to become diseased or a hazard to persons or property, as determined by the Village Forester or his or her designee. “Remove” or “Removal” of a tree shall be considered as “Damage” to a tree.

"DBH" or "diameter at breast height" means the diameter of the trunk of the tree measured in inches at a point four and one-half (4½) feet above the existing grade at the base of the tree or the Aggregate Diameter of a Multiple Stemmed Tree. This point of measurement is used for measuring mature and established trees.

"Director" means the Director of Community Development.

“Fee in Lieu” means the fee to be paid, in lieu of planting a Replacement Tree, for the Removal of a Protected Tree or Heritage Tree.

“Governmental Entity” means the United States Government, the State of Illinois, or any Political Subdivision of the State.

“Hazardous Tree” means a tree or any part of the tree:

- is damaging an existing structure or utility; or
- that because of damage, or because of its deteriorated or damaged state constitutes a possible risk for harm associated with the tree or part of the tree falling on any person or property.

“Heritage Tree” means any tree of the following genera or species or size:

- All trees in the genus Quercus (Oaks) greater than or equal to 10" DBH;
- All trees in the genus Carya (Hickory) greater than or equal to 10" DBH; or
- All trees greater than or equal to 20" DBH.

“Invasive Trees” shall be those trees as determined by the Director of Public Works & Engineering and provided for in a Village manual, that regardless of size shall not be considered to be a Protected Tree or Heritage Tree. The list of Invasive Trees may be amended as necessary and as determined by the Director of Public Works & Engineering.

“Multiple Stemmed Tree” means a single tree made up of two (2) or more main stems originated below the height used for measuring DBH.
“Neighbor Notification” means a notice, on a form provided by the Village, to be delivered to the required properties when certain trees are sought to be Removed.

"Protected Tree" means any single trunk tree or any multi-stem tree with at least one stem, having a DBH of six (6) inches or more when located on private property, or a tree of any size when planted as a Replacement Tree.

“Remove” or “Removal” means the causing or accomplishing of the actual physical removal of a tree.

"Replacement Tree" means a tree on the Village’s list of approved tree species, planted pursuant to the Removal of a Protected Tree or Heritage Tree. The list of approved tree species appropriate to be planted as a Replacement Tree, as well as the required size and maturity of the Replacement Tree sought to be planted, shall be provided for in a Village manual and may be amended as necessary and as determined by the Director of Public Works & Engineering.

"Tree Protection Area" means the area within the Critical Root Zone of a tree.

"Tree Protection Plan" means the plan prepared by a Certified Arborist as required by this Chapter.

“Tree Removal Permit” means the permit required by this Chapter prior to the Removal of a Protected Tree or a Heritage Tree.

“Tree Survey” means a graphic display of all existing trees upon the property and within fifteen (15) feet of the lot lines on an adjoining property, with a six-inch (6") DBH or greater and existing trees of any size located on the adjacent rights-of-way, which survey shall also contain the approximate outline of the Critical Root Zone of each and every tree located upon the subject property, within fifteen (15) feet of the lot lines, and the adjacent rights-of-way. The survey shall also identify the DBH and species of each tree, and an opinion, from a Certified Arborist, of the condition and form of each tree.

“Yard” means the required open, unoccupied space on a lot, unobstructed from the ground to the sky, except for those encroachments allowed by Appendix A – Zoning Ordinance of the Village Code. Yard size shall be determined by the yard regulations of the Zoning District as provided for in Appendix A of the Village Code, in which the property is located.

ARTICLE II TREE PRESERVATION

Sec. 29 – XXX General Regulations.

(a) Unlawful to Damage or Remove a Tree.

It shall be unlawful for any person to Damage any tree within the Village. It shall be unlawful for any person to Remove any tree within the Village, unless expressly authorized by this Chapter, without first obtaining a Tree Removal Permit from the Village. Both the property owner and the agent of the property owner violating this Article shall be jointly liable.
(b) Tree Removal Permits

When a Tree Removal Permit is required by this Chapter or any other part of the Village Code, prior to the issuance of a Tree Removal Permit, an applicant shall:

(1) submit the following information on an application form to be provided by the Village:
   a. The address of the property where the tree is to be Removed;
   b. The name, phone number, and email address of the property owner where the tree is to be Removed;
   c. The name, address, phone number and email address of the entity and/or individual that will be Removing the tree;
   d. Provide a description of the:
      i. the species or common name of the tree to be Removed;
      ii. location of the tree to be Removed which, in the opinion of the Director, may be required to be depicted upon a Plat of Survey or another document acceptable to the Director,
      iii. the DBH of the tree to be Removed, and
      iv. a photographic documentation of the tree to be Removed.

(2) pay the required Tree Removal Permit Fee of $75 per tree to be Removed, which shall be in addition to the Fee in Lieu and any other fees or costs required by the Village;

(3) when required by this Article, shall pay the required Fee in Lieu, which shall be in addition to the Tree Removal Permit Fee and any other fees or costs required by the Village; and

(4) when required by this Article, submit at the time the application is filed, a Certificate, a Tree Survey, and proof of Neighbor Notification.

(c) Neighbor Notification

When there is a requirement for Neighbor Notification, an applicant shall provide notice of the Removal to the property owners of the following properties:

- any contiguous property;
- the property or properties directly on the other side of the street; and
- the property directly on the other side of the alley

in the form to be provided by the village. Proof of said notice, by means of a signed affidavit form, shall be submitted at the time the application is filed. Neighbor Notification shall be required in addition to any other notice required by the Appendix A - Zoning Ordinance of the Village Code.
Neighbor Notification shall be provided at least five (5) business days prior to the Removal of any trees.

(d) Replacement Trees and Fee in Lieu

When a Protected Tree or a Heritage Tree is Removed, the applicant shall plant the required number of Replacement Trees, or if authorized by the Director, pay the Fee in Lieu or a combination thereof as provided for below.

(1) The following Table 1 shall be used to determine, based upon the size of the Protected Tree Removed, the required number of Replacement Trees to be planted on the property where the Protected Tree was Removed or the Fee in Lieu, or a combination thereof. Any Fee in Lieu authorized to be paid by the applicant shall be in addition to any other fees or costs charged by the Village.

<table>
<thead>
<tr>
<th>Size of Tree Removed (DBH)</th>
<th>Replacements Trees</th>
<th>Fee in Lieu</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater or equal to 10” but less than 12”</td>
<td>2</td>
<td>$1,000</td>
</tr>
<tr>
<td>Greater or equal to 12” but less than 16”</td>
<td>3</td>
<td>$1,500</td>
</tr>
<tr>
<td>Greater or equal to 16” but less than 20”</td>
<td>4</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

(2) Based upon the size of the Heritage Tree Removed, the applicant shall plant the required Replacement Trees on the property where the Heritage Tree was Removed as calculated by an inch for inch basis, or if authorized, pay a Fee in Lieu in the amount of $175 per inch Removed, or a combination thereof. Any Fee in Lieu authorized to be paid by the applicant shall be in addition to any other fees or costs charged by the Village.

(3) The Director is authorized to reduce the number of required Replacement Trees and the Fee in Lieu as follows:

   a. upon the completion of a Best Management Practices – Conservation Suitability Assessment by the Village Forester; and

   b. the Village Forester has determined that the Protected Tree or the Heritage Tree to be Removed is in a less than “good” condition.

Sec. 29 – XXX Tree Removal – General

(a) Removal of Dead, Dying, Diseased, Hazardous Trees, or Invasive Trees

(1) The owner of any property within the Village shall Remove or caused to have Removed any tree that is dead, dying, diseased, or a Hazardous Tree from their
property. The owner of any property within the Village may Remove an otherwise healthy Invasive Tree from their property.

(2) The property owner or the property owner’s agent may not Remove a Protected Tree or a Heritage Tree that is also a dead, dying, diseased, or a Hazardous Tree, or an Invasive Tree without first obtaining a Tree Removal Permit.

(3) The Tree Removal Permit fee, the Replacement Tree requirements, and the Fee in Lieu of replacement shall not apply to the Removal of any dead, dying, diseased tree, or a Hazardous Tree, or an Invasive Tree.

(4) The health and potential viability of a dead, dying or diseased tree and the danger posed by a Hazardous Tree shall be determined by the Village Forester prior to the issuance of a Tree Removal Permit.

(5) If the dead, dying or diseased tree or Hazardous Tree is a nuisance, the provisions of Chapter 16 shall also apply.

(b) Removal of Heritage Trees – General

Unless otherwise authorized in this Subsection (b), the Removal of a Heritage Tree is prohibited except upon approval of a Variation.

In addition to any other requirements of this Subsection (b) a Heritage Tree may only be Removed upon the submittal and approval of a Tree Removal Permit and all Replacement Trees have been planted, Fee in Lieu paid in full, or any combination thereof. For those Replacement Trees that cannot be planted prior to Removal of the Heritage Tree, the Director may provide for a schedule for the planting of the Replacement Trees.

(1) Definition applicable to this Subsection (b)

For purposes of this Subsection (b), the term “Construction” shall mean the demolition of a principal structure, the construction of a new principal structure, the construction of an addition to a principal structure, or the construction of a new detached garage.

(2) When in this Subsection (b), there is a requirement for any approval or review, the following procedures, requirements and standards shall apply:

a. Zoning Board of Appeals Review

A request to Remove a Heritage Tree that requires a Variation before the Zoning Board of Appeals shall follow the procedures and requirements of Appendix A except as provided herein. As part of the application for a Variation before the Zoning Board of Appeals, an applicant shall provide the notice required for the Variation process in lieu of Neighbor Notification.
No Variation may be recommended for approval by the Zoning Board of Appeals unless findings have been made, based upon the evidence presented at the public hearing, to support the conclusion that:

i. the particular physical condition and location of the Heritage Tree would impose upon the owner a hardship or practical difficulty if the Heritage Tree were not to be Removed;

ii. there are no other reasonable alternatives to Removing the Heritage Tree

The Zoning Board of Appeals may consider the specific attributes of the existing Heritage Tree and its likelihood to remain in a “good” condition. The Zoning Board of Appeals may also take into account other trees currently located or to be planted upon the property.

b. Administrative Zoning Review

A request to Remove a Heritage Tree that requires an approval as part of an Administrative Zoning Review shall follow the procedures and requirements of Appendix A except as provided herein. As part of the application for such Administrative Zoning Review, an applicant shall provide the Neighbor Notification in lieu of the required notice for the Administrative Zoning Review.

No Administrative Zoning Review approval shall be given by the Zoning Administrator unless findings have been made, based upon the application and a review of the Construction plans, to support the conclusion that:

i. a hardship or practical difficulty exists because the existing Heritage Tree makes it impossible and/or impractical to perform the Construction in a size and configuration allowed by right on a lot of similar size;

ii. there are no reasonable alternative methods to perform the Construction that would preserve the condition of the Heritage Tree;

iii. the Heritage Tree to be Removed is not expected to remain in a “good” condition, if it remains in place, because of the Construction.

An approval by the Zoning Administrator of an application for Administrative Zoning Review pursuant to this subsection shall be considered a final decision, not appealable to the any Village Board or Commission.

A denial by the Zoning Administrator of an application for Administrative Zoning Review pursuant to this subsection shall be considered a final decision except only an applicant may apply for a Variation seeking the same relief sought through the Administrative Zoning Review in the manner provided for in this subsection.

c. Director Review

A request to Remove a Heritage Tree that requires an approval from the Director shall follow the procedures and requirements of this subsection. As part of the
application for approval from the Director, an applicant shall provide the Neighbor Notification.

No Director approval shall be given by the Director unless findings have been made, based upon the application and a review of the Construction plans, to support the conclusion that:

i. the Heritage Tree to be Removed is not expected to remain in a “good” condition, if it remains in place, because of the Construction.

An approval by the Director of an application for Removal of a Heritage Tree pursuant to this subsection shall be considered a final decision, not appealable to the any Village Board or Commission.

A denial by the Director of an application for Removal of Heritage Tree pursuant to this subsection shall be considered a final decision except only an applicant may apply for a Variation seeking the same relief sought from the Director in the manner provided for in this subsection.

(3) Removal of Heritage Trees – not in the Required Yard

A Heritage Tree located on a property that is not in the required Yard may only be Removed as provided for in this subsection and upon submittal of proof of Neighbor Notification.

(4) Removal of Heritage Trees during Construction


A Heritage Tree located in the required Yard, except the required Yard, Interior Side (as defined in Appendix A) of a property is prohibited from being Removed, except when the Removal is performed as a necessary part of Construction and is approved by the Zoning Administrator as part of the Administrative Zoning Review.

[DRAFTER’S NOTE: OPTION 2 to replace text above]

b. Removal of Heritage Trees during Construction – Required Yard

A Heritage Tree located in the required Yard of a property is prohibited from being Removed, except when the Removal is performed as a necessary part of Construction and is approved by the Zoning Administrator as part of the Administrative Zoning Review. A Lot (as defined in Section 30-2.4 of Appendix A of this Code) that is 60 feet or less in width shall have an additional 3 feet added towards the lot line on each Yard, Interior Side which shall not be considered the “Yard” for purposes of this subsection.

A Heritage Tree located in the required Yard, Interior Side of a property is prohibited from being Removed, except when the Removal is performed as a necessary part of Construction and is reviewed and approved by the Director.

(c) Removal of Protected Trees

(1) A Protected Tree located on a property may only be Removed upon the following:

   a. Submittal and approval of a Tree Removal Permit; and
   b. All Replacement Trees have been planted, Fee in Lieu paid in full, or any combination thereof. For those Replacement Trees that cannot be planted prior to Removal of the Protected Tree, the Director may provide for a schedule for the planting of the Replacement Trees.

(d) Removal of Trees without a Tree Removal Permit

A tree may be Removed without a Tree Removal Permit when the tree is not otherwise classified as a Protected Tree or as a Heritage Tree.

(e) Removal of Trees on Public Property and Right-of-Way

Any tree located on Village owned property or upon the right-of-way under the jurisdiction of the Village shall not be Removed by any individual or entity other than the Village, except as provided for in Chapter 20 of the Village Code.

Sec. 29 – XXX Penalty

(a) Any person who violates any of the provisions of this Article, shall be guilty of a violation punishable by a fine of not less than $50.00 and not more than $7,500.00 for each offense. A separate offense shall be deemed committed for each day that an offense continues.

(b) The fine imposed shall not include any fees or Fees in Lieu imposed in this Article, which shall be charged in addition and separate of any fine.

(c) Any Damage or Removal of a tree located upon Village owned property or right-of-way under the jurisdiction of the Village, the value of the Damaged or Removed tree as determined by industry standard, plus the cost of the replacement of the tree of species and size as determined by the Village, shall be charged in addition and separate of any fine.

(d) Exemption of other Governmental Entities
(1) The provisions of this Article do not apply to any Governmental Entity Removing a tree from their own property.

(2) The provisions of this Chapter do not apply to the Village of Wilmette when the Village is Removing a tree from Village owned property or right-of-way under the Village’s jurisdiction.

(e) Village Manager authority.

Upon an individualized assessment of an application, the Village Manager, may, upon good cause shown, waive or reduce the Tree Replacement requirements or the Fee in Lieu in cases where imposing such requirements would be excessive or otherwise unjust.

ARTICLE III TREE PROTECTION

Sec. 29-XXX. - General regulation.

Except as otherwise provided or as authorized by the Director, all trees located on private property and upon adjacent rights-of-way or public property, where construction work is occurring pursuant to a Building Permit or another permit issued by the Village, shall be protected from damage by means of the requirements stated herein. Both the property owner and the agent of the property owner violating this Article shall be jointly liable.

Sec. 29-XXX - Tree Protection Requirements.

(a) All protected trees shall be protected with temporary fencing placed along the Tree Protection Area. The temporary fencing shall be made of plastic, wood or metal, and shall be secured with metal posts set no farther apart than three feet on center. Where the applicant of the permit has demonstrated to the Village that it is not reasonably practical to install a temporary fence along the entire Tree Protection Area, the Director shall have the authority and discretion to modify the requirements stated herein, including requiring that a surface barrier such as mulch or plywood be placed on those areas unprotected by fencing.

(b) Construction materials shall not be stored within the fenced Tree Protection Area and shall not be stored on the construction site so as to cause the natural drainage flow to be diverted toward the protected trees.

(c) A Tree Survey and Tree Protection Plan shall be provided to the Director prior to the demolition of a structure, new construction of a structure, or construction of an addition to a structure which will result in an increase of 50 percent or more of lot coverage (as defined in Section 30-2.1.3 of Appendix A of this Code) on the property.

(1) The Tree Protection Plan shall include an accurate depiction of:

   a. the location, species, DBH and Critical Root Zones of all protected trees on the subject property, adjacent rights-of-way, and within fifteen (15) feet of the lot lines;
b. the location and type of protective fencing to be placed on the property and adjacent rights-of-way;

c. the location of Critical Root Zone areas and the types and locations of protection to be provided to minimize damage to tree roots in such areas, such as wood chips and exterior plywood;

d. a description of other required tree preservation procedures, such as root pruning, crown pruning, and the like;

e. the location, shape, and spatial arrangement of all temporary and permanent driveways, parking areas, and temporary material storage sites and access ways; and

f. the location of any new utility services, including water, sanitary sewer, storm sewer, gas, electric, telecommunications or any modification to existing utility services, that may impact existing private or public trees.

(2) If a Grading and Drainage Plan is required by some other provision of this code, the Tree Protection Plan shall either be incorporated into the required Grading and Drainage Plan or the Tree Protection Plan shall depict the limits of land disturbing activities and the existing and proposed grading of the development, showing spot elevations and/or contour lines at one-foot intervals.

(3) The Director may require the applicant to provide any additional information the Director deems necessary to determine whether the tree protection plan complies with the requirements and the stated policy and purpose of this Article.

(d) Upon a showing of good cause by the property owner, the Director shall have the authority and discretion to modify the requirements stated herein.

Sec. 29-XXX. - Notification to Adjacent Property Owners.

Prior to the issuance of any Building Permit for construction work which would change the footprint of the structure, the property owner shall provide written notice of the intended construction work, in a form to be provided by the Village, to any adjacent property owner whose property contains a tree within 15 feet of the property line. Proof of notice shall be the submission of an affidavit, signed by the property owner, stating that written notice has been served and received by all adjacent property owners. No Building Permit shall be issued until five (5) business days after receipt of notice by the adjacent property owners.

Sec. 29-XXX. - Violations and Penalties.

(a) It shall be unlawful for any person to Damage, Remove, partially Remove, or fail to maintain any tree protection required under this Article.

(b) Any person who violates any of the provisions of this Article shall be guilty of a violation punishable by a fine of not less than $50.00 and not more than $750.00 for each offense. A separate offense shall be deemed committed for each day that an offense continues.
SECTION 3: The Wilmette Village Code, as amended, is further amended in Chapter 2, “Administration,” Article XLVI “Administrative Adjudication System” Subsection 2-1305(e)(3) “Table of Offenses and Fines” by inserting the new text shown in underlined bold type below in the manner and form shown below in Table of Offenses and Fines:

<table>
<thead>
<tr>
<th>Code section</th>
<th>Offense</th>
<th>Settlement Amount Paid Prior to Hearing Date</th>
<th>Minimum Fine on Hearing Date</th>
<th>Maximum Fine on Hearing Date</th>
<th>Appearance Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article II of Chapter 29</td>
<td>Tree Preservation (private property trees)</td>
<td>$50.00</td>
<td>$7,500.00 + the permit fees and Fees in Lieu</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Article II of Chapter 29</td>
<td>Tree Preservation (Village owned trees or trees in right-of-way under the Village’s jurisdiction)</td>
<td>$50.00</td>
<td>$7,500.00 + the amount for the value of the tree and cost of replacement of the tree</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Article III of Chapter 29</td>
<td>Tree Protection</td>
<td>$50.00</td>
<td>$750.00</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

SECTION 4: The Wilmette Village Code, as amended, is further amended in Appendix A – Zoning Ordinance, Article 30-5, “Applications and Approval Processes,” Section 30-5.6(d) “Administrative Zoning Review,” by inserting such new text in the manner shown in underlined bold type below, so that said Section 30-5.6(d) shall hereafter provide as follows:

(d) Qualifying Administrative Zoning Review Variations. The administrative zoning review process applies only to single-family detached dwellings and single-family detached dwelling accessory structures and only in the following instances, listed below. Any project that requires more than one (1) request for a variation where any one (1) of those variations is not listed below or requires a special use do not qualify for the administrative zoning
review process. In such case, the project is subject to the variation or special use process, as described in this section.

(1) For an addition into a required front yard or side yard adjoining a street that is in line with an existing non-conforming wall of a detached dwelling, or provides a greater setback that still requires relief, where the existing setback is within twenty percent (20%) of the minimum setback required.

***

(17) For the installation of a swimming pool, spa or hot tub that is not within an enclosed building.

(18) For the Removal of a Heritage Tree, as provided defined in Chapter 29 of the Village Code, located in a required yard as provided for in Chapter 29.

(19) For a single-family principal structure, allowable encroachment on a single-family principal structure or a single-family detached garage setback relief necessary to preserve a Heritage Tree as defined in Chapter 29 of the Village Code as follows:

a. In a required front yard or side yard adjoining a street where the proposed principal or accessory structure setback is within twenty percent (20%) of the minimum setback required or

b. In an interior side yard or rear yard where the proposed principal or accessory structure setback is within forty percent (40%) of the minimum setback required.

(20) For the reduction of one full parking space as otherwise required by Section 30-14.4.A.2 and Section 30-14.4.A.3 to preserve a Heritage Tree as defined in Chapter 29 of the Village Code.

SECTION 5: The Wilmette Village Code, as amended, is further amended in Appendix A – Zoning Ordinance, Article 30-5, “Applications and Approval Processes,” Section 30-5.6(f) “Administrative Zoning Review,” by inserting such new text in the manner shown in underlined bold type below, so that said Section 30-5.6(f) shall hereafter provide as follows:

(f) Approval Standards. The following approval standards apply to administrative zoning reviews. Administrative zoning review approvals may only be granted when the applicable standards have been met.

(1) Additions, Detached Garages, New or Expanded Openings, Roof Pitch, Impervious Coverage, Permitted Encroachments, Front Porches and Decks, setback relief to
preserve a Heritage Tree, reduction of a Parking Space to preserve a Heritage Tree.

(A) The particular physical conditions, shape or surroundings of the property would impose upon the owner a practical difficulty or particular hardship, as opposed to a mere inconvenience, if the requirements of the Ordinance were strictly enforced.

(B) The plight of the property owner was not created by the owner.

(C) The difficulty or hardship resulting from the application of this Ordinance would prevent the owner from making a reasonable use of the property. However, the fact the property could be utilized more profitably with the variation than without the variation is not considered as grounds for granting the variation.

(D) The proposed variation will not impair an adequate supply of light and air to adjacent property or otherwise injure other property or its use, will not substantially increase the danger of fire or otherwise endanger the public health, safety and welfare, and will not substantially diminish or impair property values within the neighborhood.

(E) The variation, if granted, will not alter the essential character of the neighborhood and will be consistent with the goals, objectives and policies set forth in the Comprehensive Plan.

***

**SECTION 6:** The Wilmette Village Code, as amended, is further amended in Chapter 20, “Public Ways,” Article VII, “Trees and Shrubs on Public Property” by deleting text of said Article VII in the manner shown in strikethrough type below and inserting such new text in the manner shown in underlined bold type below, so that said Article VII shall hereafter provide as follows:

**Article VII. Trees And Shrubs on Public Property**

**Lawn Sprinklers**

Sec. 20-179. Placement prohibited; permit; removal.

It is unlawful for any person to plant, maintain, remove or cut down any tree, bush or shrub in a public street, parkway or any public place without first obtaining a Right of Way Permit as provided in article I of this chapter. All trees and shrubs so planted shall be placed subject to the directions and approval of the Director of Engineering and Public Works.

**Reserved**
Sec. 20-180. Tree protection.

(a) No person, firm, corporation, or utility company shall excavate any ditches, tunnels or trenches or construct any driveway, within the public right of way, without first obtaining a Right-of-Way Permit as provided in article I of this chapter. Tree protection measures may be required as a condition of obtaining the permit.

(b) All trees on any public right of way near any excavation, construction of any structure, or street construction, repair or improvement, shall be protected by erecting a highly visible physical barrier around each tree so as to avoid all injury to the trunk, crown, and root areas of the tree; and all building material, dirt, soil, or other debris shall be kept outside a radius as specified by the Director of Engineering and Public Works from any tree on the public right of way. Protective barriers shall mean snow fencing or similar material, not single strand wire or plastic flagging.

Reserved

Sec. 20-181. Violations and Penalties.

(a) It shall be a violation of this Code for any person or entity to damage or remove, or cause to be damaged or removed, a tree located on the parkway or other public property.

(b) It shall be a violation of this Code for any person or entity to commence any work or construction in or near the parkway or other public property without the prior installation and maintenance of tree protection measures.

(c) Any person or entity who violates the provision of this section shall be fined as provided for in section 2-1305 of this Code.

Reserved

Sec. 20-182. Lawn sprinklers on the public right-of-way.

It is unlawful for any person to install or maintain a lawn sprinkling or other irrigation system, whether wholly or partially underground, in the public right-of-way without having first applied for and received a Right-of-Way Permit, as provided in article I of this chapter. All water lines, sprinkler heads, and other appurtenances must be separated by no less than one foot from the public sidewalk, curb or any other public infrastructure. Any water lines crossing underneath the public sidewalk must be no less than one foot beneath the bottom of the public sidewalk.

SECTION 7: The Wilmette Village Code, as amended, is further amended in Chapter 8, “Housing and Building Regulations,” Article XII, “Tree Protection During Construction” by
removing said Article in its entirety and replacing said Article and each Section contained therein with “Reserved.”

SECTION 8: The Wilmette Village Code, as amended, is further amended in Chapter 8, “Housing and Building Regulations,” Article V, “Regulation of Land Disturbing Activities,” Division 4, “Permit Application Procedures” by deleting text of said Division 4 in the manner shown in strikethrough type below and inserting such new text in the manner shown in underlined bold type below, so that said Division 4 shall hereafter provide as follows:

DIVISION 4. – PERMIT APPLICATION PROCEDURES

Sec. 8-208. - Information required.

(a) No request for a Grading and Drainage Permit shall be reviewed until the following items have been submitted to the village:

(1) Application form;
(2) Permit fee;
(3) If required, two copies of the proposed Site Grading and Drainage Plan; and
(4) Proof of notice to adjacent property owners.

(b) For land-disturbing activities over one acre in area, the applicant must also obtain and satisfy the requirements of any applicable NPDES IEPA construction permit.

Sec. 8-209. Grading and Drainage Permit application form.

(a) The applicant shall submit the Grading and Drainage Permit application form supplied by the village and provide the following information:

(1) Address and permanent index number (PIN) of the site;
(2) Name, address and telephone number of the applicants;
(3) Name, address and telephone number of all contractors, subcontractors or other persons performing the activities at the site;
(4) Description and schematic depiction of the project; and
(5) Signatures of the owners of the site.
(b) **In the case of projects requiring the Removal (as defined in Chapter 29) of a tree, the requirements of Chapter 29 must be shown to have been or will be met.** In the case of projects requiring a Grading and Drainage Permit under sections 8-176(2) and 16-176(4), which are also determined not to require a Site Grading and Drainage Plan under section 8-210 but which will result in an increase of 50 percent or more of lot coverage (as defined in section 30-2.1.3 of appendix A of this Code) on the subject property, the Grading and Drainage Permit application shall be supplemented to disclose whether any tree or trees will be removed as part of the project that require a Tree Removal Permit pursuant to article IX of this chapter. If one or more such trees will be removed as part of the project, then the applicant shall also submit additional materials to show that either:

1. After the trees are removed, the property will have a minimum canopy coverage of at least 35 percent of the total lot area, as described in section 8-210(c)(2);  
2. That the tree removed will be replaced with another tree of at least two inches caliper and also of the same Canopy Size Category as set out in the Species and Mature Canopy Area Table provided for in in section 8-210(c)(2);  
3. The provisions of this subsection (b) shall apply only to projects not covered by the requirements of section 8-210.

Sec. 8-210. Site Grading and Drainage Plan.

(a) **Application review.** Upon submittal of a complete application form and Grading and Drainage Permit fee, the Village Engineer will determine whether a Site Grading and Drainage Plan will be necessary and, if so, the level of plan detail that will be required.

(b) **Plan detail.** The Site Grading and Drainage Plan may include:

1. Name, address and telephone number of the civil engineers responsible for the preparation of the Site Grading and Drainage Plan;  
2. Legend;  
3. Scale of drawing;  
4. Site address;  
5. Existing and proposed topography of the entire site taken at one-foot contour intervals;  
6. Contour intervals that extend a minimum of 25 feet off-site, or sufficient enough to show on- and off-site drainage and spot elevations as may be appropriate;  
7. Site property lines and all drainage and utility easements on, under or across thereto;  
8. Location and representation of all existing natural drainage and run-off patterns, swales and flows, as well as manmade drainage facilities, and all proposed natural and manmade drainage facilities, including all surface and subsurface drainage devices, walls, cribbing and dams on or within 50 feet of the site;
(9) Delineation of the drainage area and the drainage area served by all existing and proposed downspouts, footing drains and sump pump discharges, and the disposition of discharge therefrom;

(10) Location of the proposed areas of excavation, fill, storage and disposal of earth materials, including the method of soil protection such as seeding, burlap, or hay bales;

(11) **A Tree Survey and Tree Protection Plan as defined in Chapter 29 of the Village Code; and the location and identification of all other existing and proposed vegetation:** Location and identification of existing vegetation, proposed vegetation to be placed on the site, and vegetation to be removed from the site, specifically including the location, species and size in diameter breast height (DBH) stated in inches and measured at 4½ feet above the existing grade at the base of every existing tree located on the subject property;

(12) Location of any existing and proposed buildings and structures, including top of foundation, garage slab, and elevations of proposed finished grade at all significant points around the proposed building or structure, including window wells, patios and swimming pools;

(13) Impervious surface area calculation;

(14) Delineation of the measures that will be used to control surface erosion and run-off from the site after all buildings, structures and permanent improvements have been erected on the site;

(15) Elevation and descriptions of the benchmark utilized for the Site Grading and Drainage Plan. The FEMA datum should be used for all properties located either entirely or partially in the regulatory floodplain;

(16) Three to five representative cross-sections for each side yard between another residence. Cross-sections shall extend between the top of foundation (T/F) of the proposed residence to the T/F of the existing residence;

(17) Locations of all manholes, utility structures, fire hydrants, street lights, curbs, sidewalks, transformers, junction boxes and pads/pedestals located in the public right-of-way, or in any easements on the subject property;

(18) To the extent the Site Grading and Drainage Plan includes a connection to a village storm sewer, provide the size and location of all sanitary and storm sewers, water mains, and open ditches located in the public right-of-way or in any easement. The rim and invert elevation shall be provided for all storm and sanitary structures within or near the vicinity of the subject property. The direction of flow for all storm and sanitary sewers and open ditches must also be provided, as well as the methods to be used to protect them;

(19) Location of stone haul road;
(20) Certification. Certification that the proposed project will not result in drainage, erosion or run-off which adversely impacts adjacent properties or public rights-of-way; and

(21) Location of soil storage.

(c) Submittal of Site Grading and Drainage Plan. (1)—The Site Grading and Drainage Plan shall be prepared and stamped by a licensed Professional Engineer, and drawn to a scale of one inch equals 20 feet. The plan shall be submitted on paper measuring 11 inches by 17 inches. With the prior approval of the Village Engineer, for certain large or multi-parcel projects, the plan may be on paper measuring 24 inches by 36 inches. Two copies of the Site Grading and Drainage Plan shall be submitted to the Village Engineer.

(2)—If the Site Grading and Drainage Plan is submitted in connection with demolition or construction of a principal building or structure on a lot zoned R, R1 or R2, then the Site Grading and Drainage Plan shall additionally show that, upon completion of the permitted work, the site will meet the minimum canopy coverage requirement of this subsection.

a.—The minimum canopy coverage shall be no less than 35 percent of the total lot area. For the purposes of this section, the term "canopy coverage" means the percentage of the total lot area of the subject property, expressed in square feet, covered or delimited by the drip line of:

1.—All existing trees on the subject property proposed to be retained, and for which the applicant will provide such tree protection as is necessary to protect and retain said trees;

2.—All existing trees on adjacent property or adjacent public right-of-way whose canopies extend into total lot area of the subject property;

3.—All proposed new trees to be planted on the subject property, projected at maturity, in accordance with the Species and Mature Canopy Area Table. If the permit applicant intends to satisfy the canopy coverage requirements of this section by planting trees of a species not referenced in the Species and Mature Canopy Area Table, then the projected mature canopy coverage shall be as reasonably determined by the Village Engineer. All new trees planted under this subsection shall be credited toward the required minimum canopy coverage based on 100 percent of their projected canopy at maturity, regardless of whether that projected canopy at maturity would extend over adjoining property;

4.—For the purposes of this section, the term "total lot area" shall not include any portion of the lot subject to public right-of-way, utility easements or right-of-way, vehicular easements or pedestrian easements;

5.—For the purposes of this section, the Species and Mature Canopy Area Table shall consist of a reference table published, and amended from time to time, by the village and approved by Resolution of the President and Board of Trustees, said table to set forth descriptions of various species and cultivars of trees, their mature canopy area, canopy size category, and such other data as may be necessary and appropriate under the provisions of this section.
b. In calculating the canopy coverage of the subject property, each tree on the subject property that will be retained under subsection (c)(2)a.1 of this section shall have its canopy coverage multiplied by 1.5 if such tree is one of the following species and of the size indicated in diameter breast height (DBH):

<table>
<thead>
<tr>
<th>Species (all cultivars)</th>
<th>Minimum Size (in DBH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oak</td>
<td>24 inches</td>
</tr>
<tr>
<td>Hickory</td>
<td>16 inches</td>
</tr>
<tr>
<td>American Elm</td>
<td>30 inches</td>
</tr>
</tbody>
</table>

e. If the minimum tree coverage requirement set forth in this subsection (c)(2) is to be accomplished, in whole or in part through the planting of new trees, then the Site Grading and Drainage Plan shall show the location, species and size of such new trees as are reasonably approved by the village.

f. If the minimum tree coverage requirement set forth in this subsection (c)(2) is to be accomplished, in whole or in part, through the preservation of existing trees on the subject property, then the Site Grading and Drainage Plan shall show the location, species and size of each such tree and the protection measures that shall be installed and maintained throughout the course of construction in order to prevent damage to the tree or compaction of its Critical Root Zone, in conformance with the requirements of article XII of this chapter.

g. If the Site Grading and Drainage Plan identifies any trees on adjacent property or public right-of-way the canopy coverage of which extends over the subject property as described in subsection (c)(2)a.2 of this section, then the Site Grading and Drainage Plan shall show the location, species and size of each such tree and the protection measures that shall be installed and maintained throughout the course of construction in order to prevent damage to the tree or compaction of its Critical Root Zone, in conformance with the requirements of article XII of this chapter.

(d) **Notice to adjacent property owners.** The applicant shall provide notice of the land-disturbing activities to any adjacent property owner, in the form to be provided by the village. Proof of said notice, by means of a signed affidavit form, shall be submitted at the time the application is filed. **No Building Permit shall be issued until five (5) business days after receipt of notice by the adjacent property owners. This notice shall be in addition to or made in conjunction with any Neighbor Notification requirements provided for in Chapter 29.**

c. **Submission of additional data.**

1. The Village Engineer shall review all documentation submitted pursuant to this section and, if deemed necessary to evaluate potential adverse consequences from the proposed land-disturbing activity, the Village Engineer has the authority to request additional data, clarification or correction of data already submitted, and the authority to require additional or alternate measures based upon site conditions.
Without limiting the generality of the foregoing, the Village Engineer may require the applicant to submit additional information concerning excavation plans proposed methods and techniques for same, as will enable the Village Engineer to determine whether the proposed land disturbing activity will adversely impact existing trees proposed to be retained on the subject property under the Site Grading and Drainage Plan, or will adversely impact existing trees on adjacent property. The Village Engineer may require a Tree Survey or Tree Protection Plan as defined in Chapter 29 of the Village Code to be submitted.

In addition to the Tree Protection and Tree Removal requirements of Chapter 29 of the Village Code, the Village Engineer may impose reasonable conditions on, or modifications to, the methods or techniques of any proposed excavation, trenching, foundation construction or other land disturbing activities in order to prevent or mitigate such adverse impact on trees, and any such restrictions shall be incorporated into the requirements of the Grading and Drainage Permit. Such conditions may include, but are not limited to, prohibiting excessive over-digging, requiring shoring, requiring directional boring instead of open trenching, or prescribing the methods of excavation, trenching or directional boring.

Sec. 8-211. Stormwater Management Plan.

(a) The applicant shall also submit a separate plan labeled Stormwater Management Plan which identifies the methods to be used to control run-off, erosion, sedimentation and drainage expected to occur while the project is ongoing, and before final grading, that may adversely impact adjacent properties or public rights-of-way. The Stormwater Management Plan shall also include:

(1) Detail regarding the intended interim on-site storage, placement, fill and disposal of earth materials; and

(2) A specific plan to eliminate the adverse impacts from stormwater runoff, including, but not limited to, interim soil stabilization devices and proposed measures for erosion and sedimentation control for all times during construction work and specifically during demolition; between completion of demolition and the commencement of construction work; and continuing through the construction work, until final grading. All such proposed measures shall be based upon the standards and requirements contained in the latest edition of the Illinois Urban Manual, compiled by the IEPA and Department of Agriculture.

(b) Final grading. To the extent the Village Engineer determines that the proposed final grade, land contour or drainage pattern may, upon project completion, adversely impact adjacent properties or public rights-of-way, the Site Grading and Drainage Plan shall also include:

(1) Data regarding the classification, distribution, strength and erodibility of existing soils;

(2) Data regarding the nature, distribution, strength and erodibility of earth materials, if any are to be placed on the site;
(3) Level of water table;
(4) Plans for permanent soil stabilization upon project completion;
(5) Design criteria for corrective measures, when necessary; and
(6) An alternate proposal for final grading that will eliminate the identified adverse impacts.

c) As-graded. Upon final completion of the work, the Village Engineer may require an as-graded plan which would include the following:
   (1) Approved Site Grading and Drainage Plan;
   (2) Ground surface elevations;
   (3) As-graded ground surface elevations;
   (4) Lot drainage patterns;
   (5) Locations and elevations of all surface and subsurface drainage facilities;
   (6) Tree Survey as defined in Chapter 29 of the Village Code. Location, species and size in DBH of each existing tree retained on the subject property and each new tree proposed to be added to the subject property.

Sec. 8-212. Grading and Drainage Permit fees.

All Grading and Drainage Permit fees shall be in an amount provided in section 8-106(a).

SECTION 9: Codifier’s Authority. The Village’s codifier is authorized and hereby directed, to adjust section and paragraph numbering as may be necessary to render this ordinance consistent with the numbering of the Village Code.

SECTION 10: This Ordinance shall be in full force and effect on April 1, 2022 and after its passage and approval as required by law.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 8th day of March 2022 according to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.
Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 8th day of March 2022.

President of the Village of Wilmette, IL

ATTEST:

Clerk of the Village of Wilmette, IL

Published in Pamphlet Form on March 9, 2022
Subject: Discussion of Land Use Committee Recommendation Concerning Tree Preservation & Introduction of Ordinance #2022-O-20 as Recommended by the Land Use Committee

Meeting Date: February 22, 2022

From: Michael Braiman, Village Manager

Budget Impact:

Update from February 8 Village Board Meeting

At the February 8 Village Board meeting, the Land Use Committee’s (LUC) recommendations concerning tree preservation were presented for discussion. Based upon feedback from the public and questions from members of the Board, the following topics are presented for further discussion at the February 22 Village Board meeting. The topics identified for discussion include:

- Administrative zoning review – Neighbor notification
- Removal of Heritage Trees\(^1\) in the required side yards
- Fee structure – Fee in lieu of tree replacements for Heritage Trees & for Heritage Trees within the buildable area of a property
- Other considerations

Administrative Zoning Review – Neighbor Notification

The LUC recommended that Heritage Trees in the required yards (side, rear and front yards) require zoning review through the administrative review process to authorize their removal.

The Village’s current administrative zoning process is utilized for a number of variations such as generators, small additions, etc. In this process, staff may conditionally approve the requested variation based upon the standards of review. Neighbors are then notified of the conditional approval and given the opportunity to object to these variations. When a neighbor objects to a conditionally approved variation, the applicant is required to bring the request to the Zoning Board of Appeals and Village Board. This component of the administrative process

\(^1\) Heritage Trees as defined by the LUC recommendation are trees of the Oak and Hickory genus that are 10” DBH or greater or any tree that is 20” DBH or greater.
AGENDA ITEM: 6.11

(neighbor’s ability to object after staff has determined the request has met the standards of review) has been identified as a primary concern from the development community.

An alternative for the Board’s consideration is to provide neighbor notification at the outset of the administrative review process so the neighbor can provide feedback which staff can take into account when considering the application. Under this scenario, the administrative variation would be administered as follows:

1. Application submitted by the property owner which includes:
   o Submittal of tree survey by the applicant’s certified arborist for substantial construction activities (demolition, new construction, large addition)
   o Affidavit that the neighbors have been notified of the application
2. Review by Village staff which typically will include the Village Forester/Tree Preservation Officer, Plan Reviewer/Building Inspector and Director/Assistant Director of Community Development. The review includes:
   o Site visit to inspect the tree(s) and site conditions
   o Consideration of the building plans to determine whether there are reasonable construction alternatives which would preserve the tree(s)
   o Consideration of feedback from neighbors
3. Approval of the request by staff which would authorize the tree removal or denial by staff which would then provide the applicant the opportunity to appeal the determination to the Zoning Board of Appeals

Removal of Heritage Trees – Required Side Yards

The LUC recommends that the removal of Heritage Trees in the required yards, including interior side yards, be subject to the variation process.

Representatives of the local development community have expressed concerns regarding the impact of a variation process for the removal of Heritage Trees, specific to the interior side yards. In response to these concerns and to facilitate discussion at the February 22 meeting, staff has identified two alternatives to the current LUC proposal:

1. Expand the definition of buildable area in the interior side yards to include the excavation zone for the foundation (3 feet encroachment into each side yard) on narrower lots
   a. Because the impact that construction has in a required interior side yard diminishes as the lot gets wider, staff is recommending that 60’ be the width at which the 3’ reduction in the width of the area of required interior side yard is phased out. 60’ and not 50’ was chosen because up until recently, that was the minimum single-family lot width in the Village and such a width does not provide much more flexibility in locating an addition or new house to save a tree than a 50’ wide lot. Note: Staff recommends the Land Use Committee review the threshold of lot width in greater detail at a future date.
   b. Some representatives of the development community are requesting that the 3 foot excavation area be extended to all lot widths. In discussions with representatives of the development community, there is a premium paid to purchase larger lots and the proposed limitation could impact their ability to improve such properties if the size of the house they were able to build was comparable to that of a much narrower property.
2. Delay implementation of zoning requirements for the removal of trees in interior side yards to collect data for the LUC’s review following the 2022 construction season
   a. Under this alternative, the Board could require a waiting period for an amount of time that would be sufficient to allow a property owner to engage with the Village to consider construction alternatives before a tree is removed

To help inform the Board’s deliberations, members of the Village Board have asked how the standards of review would apply in the required yards and how the LUC’s recommendation compares to comparable communities.

**Standards of Review**
An applicant would be required to demonstrate a hardship or practical difficulty for relief to be granted administratively. Staff recommends the following standard related to hardship:

*A hardship or practical difficulty shall be assumed to be met if the existing tree coverage makes it impossible and/or impractical to construct a new principal structure, addition to an existing principal structure or garage in a size and configuration allowed by right on a lot of similar size. In order to prove that it is impossible and/or impractical to construct a new principal structure, addition to an existing principal structure or garage as outlined above, the applicant must show that no reasonable construction alternative is possible that would result in the saving of the tree.*

Based upon the above standard, staff is recommending that the administrative zoning process be limited to principal structures, additions to an existing principal structure or a garage. Accessory structures such as those intended for recreation (swimming pools, ice rinks, etc.) should be subject to the standard ZBA process in which the existing standards of review and hardship criteria would apply as they do to any other variation (this allows for a broader analysis of the impact of the tree removal).

**Comparable Communities**
Of the 9 communities studied as part of the LUC’s tree preservation review, Highland Park and Northbrook require zoning approval to remove trees in the required yards. While neither community provides for an administrative variation process as the LUC is proposing (the request goes directly to an appointed or elected board in each community), each has a more-narrow definition of which trees would trigger the zoning process.

Highland Park requires zoning approval for the removal of the following trees in the required yards:

- Oaks (30”+ DBH)
- American Elm (40”+ DBH)
- Hickories (20”+ DBH)
- Walnuts (30”+ DBH)

Northbrook requires zoning approval for the removal of the following trees in the required yards (12”+ DBH) unless otherwise noted:

- American Elm (36” DBH)
- Basswood
- Black Walnut
- Maples (except Silver)
- Oaks (8” DBH)
- White Ash
• Buckeye
• Gingko (make only)
• Hickory (6” DBH)
• Ironwood (6” DBH)
• Kentucky Coffeetree
• Bald Cypress
• Cedars (single stem only)
• Dawn Redwood
• Fir Spruce
• White Pine

Fee structure – Fee in Lieu of Tree Replacements

The LUC has recommended tree replacement requirements, for the removal of healthy trees, which can be found in the tables on page four. The requirements would not apply to any tree which is considered to be dead, dying, diseased, hazardous, or invasive. The Village Forester will conduct a tree assessment based on best management practices which designates a tree condition as: good, moderate or poor. If the tree is determined to be in poor condition, replacement requirements would typically be waived. If the tree is determined to be in moderate condition, the Forester will have the discretion to reduce the replacement/fee in lieu requirements.

Some Board members have requested a discussion at the February 22 meeting regarding the proposed Heritage Fee replacement requirements: whether to reduce the proposed fee in lieu from $175/inch to a $125/inch which would be more consistent with the median fee in comparable communities. The following is intended to help inform that discussion.

<table>
<thead>
<tr>
<th>Protected Trees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size of Tree Removed</td>
</tr>
<tr>
<td>6 – 9&quot;</td>
</tr>
<tr>
<td>10 – 12&quot;</td>
</tr>
<tr>
<td>13 – 16&quot;</td>
</tr>
<tr>
<td>17 – 19&quot;</td>
</tr>
</tbody>
</table>

Heritage Trees would be subject to the following replacement schedule:

<table>
<thead>
<tr>
<th>Heritage Trees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size of Tree</td>
</tr>
<tr>
<td>10 – 19” (Oak and Hickory)</td>
</tr>
<tr>
<td>20”+</td>
</tr>
</tbody>
</table>
The following demonstrates the cost to remove a standard tree in each community:

<table>
<thead>
<tr>
<th></th>
<th>10” DBH</th>
<th>15” DBH</th>
<th>20” DBH</th>
<th>30” DBH</th>
<th>40” DBH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winnetka</td>
<td>2,500</td>
<td>3,750</td>
<td>5,000</td>
<td>7,500</td>
<td>10,000</td>
</tr>
<tr>
<td>Northbrook</td>
<td>1,000</td>
<td>1,500</td>
<td>2,000</td>
<td>3,000</td>
<td>4,000</td>
</tr>
<tr>
<td>Lincolnshire</td>
<td>500</td>
<td>750</td>
<td>1,000</td>
<td>1,500</td>
<td>2,000</td>
</tr>
<tr>
<td>Highland Park</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
</tr>
<tr>
<td>Kenilworth</td>
<td>2,000</td>
<td>3,000</td>
<td>8,000</td>
<td>12,000</td>
<td>16,000</td>
</tr>
<tr>
<td>Median</td>
<td>1,000</td>
<td>1,500</td>
<td>2,000</td>
<td>3,000</td>
<td>4,000</td>
</tr>
<tr>
<td>Wilmette – LUC Rec’d*</td>
<td>1,000</td>
<td>1,500</td>
<td>3,500**</td>
<td>5,250**</td>
<td>7,000**</td>
</tr>
<tr>
<td>Wilmette – Alt. $125/inch*</td>
<td>1,000</td>
<td>1,500</td>
<td>2,500</td>
<td>3,750</td>
<td>5,000</td>
</tr>
</tbody>
</table>

*Fee for trees under 20” DBH is calculated based upon the ‘Protected Tree’ table on page 4.
**These fees are significantly greater than the median because the proposed definition of Heritage Trees captures more species (all trees 20”+ DBH) than the comparable communities.

The following demonstrates the cost to remove an Oak tree which is often identified as a Heritage Tree:

<table>
<thead>
<tr>
<th></th>
<th>10” DBH</th>
<th>15” DBH</th>
<th>20” DBH</th>
<th>30” DBH</th>
<th>40” DBH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winnetka</td>
<td>2,500</td>
<td>3,750</td>
<td>5,000</td>
<td>7,500</td>
<td>10,000</td>
</tr>
<tr>
<td>Northbrook</td>
<td>1,500</td>
<td>2,250</td>
<td>3,000</td>
<td>7,500</td>
<td>10,000</td>
</tr>
<tr>
<td>Lincolnshire</td>
<td>1,500</td>
<td>2,250</td>
<td>6,000</td>
<td>9,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Highland Park</td>
<td>1,350</td>
<td>1,350</td>
<td>1,350</td>
<td>2,400</td>
<td>2,400</td>
</tr>
<tr>
<td>Kenilworth</td>
<td>2,000</td>
<td>3,000</td>
<td>8,000</td>
<td>12,000</td>
<td>16,000</td>
</tr>
<tr>
<td>Median</td>
<td>1,500</td>
<td>2,250</td>
<td>5,000</td>
<td>7,500</td>
<td>10,000</td>
</tr>
<tr>
<td>Wilmette – LUC Rec’d*</td>
<td>1,750</td>
<td>2,625</td>
<td>3,500</td>
<td>5,250</td>
<td>7,000</td>
</tr>
<tr>
<td>Wilmette – Alt. $125/inch*</td>
<td>1,250</td>
<td>1,875</td>
<td>2,500</td>
<td>3,750</td>
<td>5,000</td>
</tr>
</tbody>
</table>

Any revenues collected from fees paid in lieu of replacement would be deposited into a segregated account to be utilized for urban forest best management practices. This could include but is not limited to offsetting the cost of a new Village Forester/Tree Preservation Officer position which is necessary to administer the updated preservation policy, providing trees or low or no cost to residents for planting on private property (or another similar program to support private property tree plantings), enhancing the annual parkway tree planting program which could include full funding of the 50/50 tree planting cost share program, and public education regarding the value of trees and how to remove invasive species.

Other Considerations

Staff was asked to prepare a one-page summary of major ordinance provisions and a flow chart of how the policy will be implemented. This can be found in Attachments #2 and #3.

Various components of the LUC’s recommendations which Board members have identified for further discussion include:

- Whether to remove the requirement that a certified arborist must submit a tree permit application for the removal of Heritage Trees or when two or more trees each at least 10” DBH are proposed to be removed
The requirement that a certified arborist submit a tree survey and tree protection plan for development should remain.

- Whether to remove the neighbor notification requirement when multiple trees totaling 20” DBH or greater are removed
  - The neighbor notification for removal of Heritage Trees would remain

- A mandatory replanting requirement (for new construction only) when a site can accommodate replacement trees in order to help restore lost canopy
  - This would be consistent with the Village’s current canopy coverage ordinance and reduce the amount of fees in lieu which are collected which is consistent with the goal of reforestation rather than revenue generation

- To provide the property owner an option to plant replacement trees offsite, as approved by the Village Forester

- To move up the timing of the Land Use Committee’s review of the policy’s implementation from October 2023 to January 2023

**Next Steps in Process**

At the February 22 Village Board meeting, Staff will be introducing the tree preservation ordinance as recommended by the Land Use Committee (see Attachment #3). The above topics have been presented for further discussion and based upon Board direction at the February 22 meeting, the ordinance can be amended for adoption, or continued discussion, at the March 8 Village Board meeting.

**Communications Plan**

Once the Village Board finalizes updates to the tree preservation policy, staff will communicate the ordinance updates to residents, developers, architects, and tree removal companies. For communication to residents, the Village’s standard communication vehicles will be utilized which include: *The Communicator*, E-news, social media, and the website. In addition, staff will develop a two-sided handout that will be available at Village Hall and provided to individuals when they request a tree removal permit. Staff will be explicit in the residential communication that replacement requirements and zoning review do not apply to trees which are dead, dying, diseased, hazardous, or invasive.

A more detailed communication will be shared with a comprehensive list of developers, architects, landscape architects, landscapers, and tree removal companies explaining the zoning process for the removal of healthy Heritage Trees and how the replacement requirements will apply to the removal of healthy trees. This communication will likely include a direct mailer/email to these impacted parties.
Introduction

The Land Use Committee of the Village Board, working with the Village Manager’s Office and Village Foresters, has extensively reviewed the Village’s tree preservation policies and has determined that the Village’s current preservation policies are not adequate to protect the Village’s existing tree canopy.

A series of recommended changes to the tree preservation policies will be presented at the February 8, 2022 Village Board meeting and are discussed in detail below. Following the presentation and discussion by the Village Board, an ordinance(s) is tentatively scheduled to be introduced at the February 22, 2022 Village Board meeting with adoption on March 8, 2022.

Background

The Land Use Committee reviewed tree preservation and tree protection policies, both of which are discussed below. For reference, the term tree protection is focused on preventing damage to trees during construction whereas tree preservation is focused on preventing and/or limiting the removal of healthy trees.

Existing Preservation Regulations

The Village’s Tree Canopy Ordinance was implemented in 2007 following a review by the Land Use Committee. The Canopy Coverage Ordinance requires 35% of a property be covered by tree canopy when development occurs. Development is defined as the construction or demolition of a principal structure or qualifying additions which includes both a) increase the structure footprint (lot coverage) by 50% or more, and b) are removing a tree which is 10” or greater in diameter.

When the requirements are triggered, 35% of the property must be covered by the tree canopy:
• Trees from the property in question as well as from the public right-of-way and neighboring properties count toward the 35% canopy requirement; the health/condition of the trees are not taken into account when calculating existing canopy coverage.
• Existing Oak (24”+), Hickory (16”+), and American Elm (30”+) species are recognized for their value and such trees receive a bonus multiplier of 1.5x when calculating existing canopy coverage conditions.
• If the property is unable to meet the 35% canopy coverage requirements with existing trees, new trees must be planted onsite which are projected, at maturity, to provide 35% canopy coverage.

Because many single-family lots in the Village are 50’ wide by 150’ deep which equates to a total lot area of 7,500 square feet, 35% canopy coverage equates to 2,625 square feet. Given these calculations, properties which do not meet the minimum 35% coverage requirement can comply by planting one shade tree, no matter how many trees are removed from the property.

Tree Preservation Goals
In its discussions, the LUC identified the following as goals of a tree preservation policy:
• Minimize the number of unnecessary removals when trees are removed;
• Ensure sufficient replacement trees are planted to maintain and/or grow the community’s tree canopy over time;
• A policy which is:
  o simple and easy to understand;
  o enforceable;
  o reasonable for the property owner; and
  o focused on reforestation and not revenue generation

Measuring the Existing Regulations Against Policy Goals
In considering whether the Village’s existing tree canopy regulations meet the goals identified above, the LUC reviewed tree removal data from 2019 construction projects and solicited feedback from residents and the development community. Based on the following analysis and data, the LUC determined that modifications to the canopy coverage ordinance are necessary. The Village has data for 26 residential construction projects in 2019 which triggered the canopy requirements:
• 64 trees 10” or greater in DBH were removed, totaling 1,306” DBH
  o 27 of the 64 trees removed (42%) were at least 20” in diameter and considered to be large, mature shade trees
• 21 new trees were planted, totaling 42” DBH at time of planting
• 14 of the 26 projects did not have to plant new trees because the property met the 35% canopy threshold
  o 12 of the 14 projects were able to remove trees and still meet the 35% canopy threshold without having to plant new trees
  ▪ The other 2 projects did not remove any trees and existing trees met the 35% canopy threshold thereby no new plantings were required

1 "DBH" or "diameter at breast height" means the diameter of the trunk of the tree measured in inches at a point four and one-half (4 1/2) feet above the existing grade at the base of the tree.
In addition to the above quantitative analysis, the following qualitative analysis was reviewed:

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are unnecessary removals minimized?</td>
<td>No</td>
<td>This question is difficult to answer but compared to other preservation policies, there are no mechanisms to disincentivize, to limit, or to prevent certain removals and the policy is only applicable during development</td>
</tr>
<tr>
<td>Are tree replacements sufficient?</td>
<td>No</td>
<td>For 2019, of the 26 projects reviewed for canopy coverage, 43 more trees were removed than planted with a net a loss of 1,264” DBH; further, due to construction impacts newly planted trees struggle to reach maturity  *Additional detail can be found above.</td>
</tr>
<tr>
<td>Is the policy simple and easy to understand?</td>
<td>No</td>
<td>The policy is complex due to the calculations required to determine existing coverage and projections on how new trees will mature</td>
</tr>
<tr>
<td>Is the policy enforceable?</td>
<td>Limited</td>
<td>While the Village Staff is able to adequately enforce the policy, the failure to account for the condition of trees that apply toward the 35% coverage minimum as well as the ability to remove those trees at any time limits the effectiveness of the enforcement</td>
</tr>
<tr>
<td>Is the policy considered reasonable?</td>
<td>Yes/No</td>
<td>Stakeholder sessions with developers indicated the policy was considered reasonable while feedback from residents who participated in the LUC’s review indicated that the policy did not reasonably protect trees</td>
</tr>
</tbody>
</table>

Determining the Appropriate Policy

Once the LUC determined that the existing regulations were not sufficiently preserving the Village’s tree canopy, the Committee discussed whether amendments to the Tree Canopy Ordinance could adequately improve the policy or if a completely new tree policy concept was needed.

To assist the Committee in this review, tree preservation policies from the following communities, with similar tree canopies, were reviewed:

- Glenview
- Kenilworth
- Lake Forest
- Winnetka
- Highland Park
- Northbrook
- Lincolnshire

In general, the tree preservation policies in these communities are similar to one another. Unlike the Village’s existing tree canopy regulations, the above municipalities have what is commonly referred to as an “inch-for-inch” tree preservation policy. Under an inch-for-inch
policy, replacement trees, or fees in lieu of replacement trees, are required for the removal of healthy private property trees. Each of the above communities allow for the removal of trees that are dead/dying/diseased/hazardous without requiring any replacement trees or fees in lieu of replacement. Some ordinances allow the municipality to prohibit the removal of private property trees in certain circumstances, albeit such denials are rare (typically pertaining to the requested removal of large, healthy, desirable trees) and always include an appeal process which goes through a commission, zoning board and/or elected governing body.

This inch-for-inch policy approach meets the Chicago Region Trees Initiative’s (http://chicagorti.org/) Gold Standard for tree preservation because it protects trees outside the development process (the Village’s current policy does not meet this standard as it is only triggered by development). The Gold Standard is recommended for consideration in the Village’s Sustainability Plan.

**Discussion**

After reviewing tree preservation policies, the LUC determined that an inch-for-inch policy, similar to comparable communities, would best protect the Village’s tree canopy. The following will discuss the most significant policy recommendations which include:

- Tree removal permits
- Tree protection
- Tree preservation which includes:
  - Additional protections for highly desirable trees, referred to as ‘Heritage Trees’
  - Replacement requirements when a tree is removed
  - Fees in lieu of replacement requirements
- Penalties for non-compliance
- Zoning incentives
- Other miscellaneous changes

**Tree Removal Permits**

The LUC recommends a tree removal permit for any tree which is 6” DBH or greater. This is a change from existing requirements which triggers a permit at 10” DBH. Other recommendations include:

- A tree removal permit fee of $75 (current fee is $29) which is aligned with the administrative costs to review and process the permit.
- The permit fee would be in addition to any replacement/fee in lieu requirements.
- The permit fee would be waived for trees which are dead, dying, hazardous, or considered an invasive species (consistent with current practice).
- Trees will be defined as having at least one trunk which is 6” DBH or greater.
  - The intent of this definition is to ensure that smaller multi-stem shrublike trees and certain ornamental trees are not considered protected as the LUC’s primary goal is to preserve medium and large-sized shade trees.
- The tree removal permit application will need to be submitted by a certified arborist for the removal of two or more trees which are 10” or greater DBH or the removal of any Heritage Tree (defined below).

The 6” threshold for tree removal permits is based upon the recommendation of the Village Foresters, as well as the Chicago Region Tree Initiative, and is discussed in further detail in
the attached LUC agenda materials. In summary, it takes approximately 8 – 10 years for a newly planted tree to reach 6” DBH and during that time, significant energy and resources have been devoted to preserving the tree and the loss of such trees would have a noticeable impact on the landscape.

Based upon the above permitting recommendations, as well as the recommendations discussed in greater detail below, tree removal permits which are currently approved “over-the-counter” will now require a site visit from the Village Forester thereby extending the timeframe to issue a removal permit.

**Tree Protection**

Successful tree preservation policies also focus on ensuring that trees are properly protected during construction. While the Village Foresters have indicated that existing Village Code requirements are appropriate to protect trees during construction, reductions in staffing levels since the Great Recession have prevented the Village from effectively enforcing these regulations. The 2022 Budget includes funds to ensure the proactive enforcement of tree protection policies.

The Village Code requires tree protection measures for work which results in a change to the footprint of the structure(s) which includes:

- Demolition and new construction
- Additions
- Construction of new accessory structures (detached garage, swimming pool, etc.)

Currently, permit applicants are required to submit a tree inventory of the site and identify protected trees (10” diameter and greater) as part of the Canopy Coverage Ordinance. The tree inventory may or may not be performed by a certified arborist and includes the tree species, size, and location. Tree health and risk assessments are not included. During construction, the Village Code requires that a tree’s critical root zone be identified and properly protected (typically with fencing) throughout the course of construction.

To improve the survivability of trees during construction, the LUC is recommending, consistent with best practices, that a certified arborist submit a tree survey and tree protection plan for any residential demolition, new construction or large addition. The tree protection measures are to be inspected proactively throughout construction to ensure compliance.

The LUC intends to further review tree protection requirements to determine whether extending such measures to other types of construction projects is appropriate. A detailed memorandum concerning existing and recommended tree protection measures from the Village Foresters is included in the attached LUC materials.

**Tree Preservation (Replacement Policies)**

Given the analysis conducted by the LUC which found that the existing tree canopy policy is not serving to deter the removal of large, mature trees nor sufficiently replenishing tree canopy loss, the LUC is recommending a significant change in the manner in which trees must be replaced when they are removed.
The LUC has identified two categories of trees which will trigger replacement requirements:

**Protected Trees**
Protected trees are trees which have at least one trunk 6” DBH or greater and are in a condition which does not warrant their immediate removal.

**Heritage Trees**
The Committee is recommending additional protections for trees determined to be Heritage Trees. Heritage Trees, based upon recommendations from the Village Foresters, are defined as:

- Oak genus (9 species) of 10” DBH or greater
- Hickory genus (2 species) of 10” DBH or greater
- Any tree 20” DBH or greater

Oak and Hickory genera were specifically selected because:

- They are native to Wilmette.
- There is a large population of Oaks in Wilmette of which many are large, multi-generational trees which provide significant ecological benefits.
- Hickory trees have an incredibly slow growth rate, are difficult to find for new plantings and provide benefits to wildlife.
  - Finding any hickory tree of stature in the Wilmette landscape would equate to a super generational tree.

Trees which are 20” DBH or larger are on average approximately 40 years old and thus can be considered a generational asset that will remain with the property as ownership changes and thus additional protections are warranted.

**Tree Replacement Requirements**
The LUC is recommending that any healthy tree 6” DBH or greater which is removed be replaced with new trees on the subject property or a fee paid in lieu of new tree plantings. Because the LUC’s goal is to deter the unnecessary removal of trees and not to generate revenue, the fees in lieu have been calculated based upon the approximate cost to plant a new 2.5” DBH tree (estimated at $500).

The LUC is recommending that the removal of Protected Trees be subject to the following replacement schedule:

<table>
<thead>
<tr>
<th>Size of Tree Removed</th>
<th>Protected Trees</th>
<th>Fee in Lieu of Replacement (per tree removed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 – 9”</td>
<td>TBD in 2023 following data collection</td>
<td>TBD in 2023 following data collection</td>
</tr>
<tr>
<td>10 – 12”</td>
<td>2</td>
<td>$1,000</td>
</tr>
<tr>
<td>13 – 16”</td>
<td>3</td>
<td>$1,500</td>
</tr>
<tr>
<td>17 – 19”</td>
<td>4</td>
<td>$2,000</td>
</tr>
</tbody>
</table>
*Replacements trees will need to be 2.5” DBH at planting

As an example, if a property owner was to remove a healthy 15” tree, they would have the option of planting three new trees on the property (selected from a tree planting list curated by the Village Foresters) or pay a fee of $1,500 in lieu of new plantings. The same property owner could elect to plant one tree, thereby reducing the fee in lieu of planting by $500 (based on the approximate cost for a new tree) for a total fee of $1,000.

Heritage Trees would be subject to the following replacement schedule:

<table>
<thead>
<tr>
<th>Size of Tree</th>
<th>Tree Replacements</th>
<th>Fee in Lieu of Replacement (per tree removed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 – 19” (Oak and Hickory)</td>
<td>Inch for Inch</td>
<td>$175 per inch</td>
</tr>
<tr>
<td>20”+</td>
<td>Inch for Inch</td>
<td>$175 per inch</td>
</tr>
</tbody>
</table>

For reference, the cost to remove a Heritage Tree would be as follows:

<table>
<thead>
<tr>
<th>Size of Tree Removed</th>
<th>Tree Replacements</th>
<th>Fee in Lieu of Replacement (per tree removed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10”</td>
<td>10” (4 trees)</td>
<td>$1,750</td>
</tr>
<tr>
<td>15”</td>
<td>15” (6 trees)</td>
<td>$2,625</td>
</tr>
<tr>
<td>20”</td>
<td>20” (8 trees)</td>
<td>$3,500</td>
</tr>
<tr>
<td>25”</td>
<td>25” (10 trees)</td>
<td>$4,375</td>
</tr>
<tr>
<td>30”</td>
<td>30” (12 trees)</td>
<td>$5,250</td>
</tr>
<tr>
<td>35”</td>
<td>35” (14 trees)</td>
<td>$6,125</td>
</tr>
<tr>
<td>40”</td>
<td>40” (16 trees)</td>
<td>$7,000</td>
</tr>
</tbody>
</table>

In this scenario, a property owner could choose to reduce the fee by planting new trees on the property. For example, if a 15” Oak tree is removed, the property owner could plant two new trees totaling 5” DBH (2.5” per new tree) which would reduce the fee by $875 (5” x $175); the total fee in lieu of replacement would then be $1,750.

In addition to the replacement requirements for Heritage Trees, the following additional protections are proposed:

- Prohibiting removals in the required yards, subject to a variation process
- Neighbor notification
**Required Yards**

The LUC recommends prohibiting the removal of Heritage Trees in the required yards as defined by the Zoning Code (front, side and rear). Property owners may submit a variation request for removal of such trees. No such prohibition would exist within the buildable area of the lot as the policy is intended to balance the value of trees to the community with private property rights and the desire for continued reinvestment in the Village’s aging housing stock. The replacement requirements outlined above would apply to any tree removal, whether in the required yards or in the buildable area.

As part of the variation process, and consistent with a number of other minor zoning variations, an administrative variation process is recommended which would provide staff the ability to conduct an individualized assessment of the property in order to authorize removals in the required yards for certain construction hardships (examples: the proximity of the tree to the over dig for new foundations or if a tree is located in the middle of a 50 foot wide lot in the required front yard which does not have alley access).

As part of the administrative review, the Village would notify neighbors (directly across the street, behind and next door) if Village staff conditionally approves the tree removal. If a neighbor objects to the variation (tree removal), the application is considered denied. If the applicant wishes to pursue the request, they may then apply to the Zoning Board of Appeals (ZBA).

If Village Staff does not authorize the removal, the property owner may seek approval from the Zoning Board of Appeals with final authority resting with the Village Board. In such scenarios, the standard 250’ notification requirements for variances would apply.

**Neighbor Notification**

To address concerns from residents who have experienced large tree removals without notification for adjacent properties, and to provide neighbors an opportunity to engage in a dialogue to preserve trees, the LUC is recommending neighbor notification prior to the following tree removals:

- Heritage Trees anywhere on a property.
- When multiple trees totaling 20” DBH or more will be removed.
  - For example: the removal of two 10” DBH trees or one 6” DBH and one 14” DBH tree.

The notification would be sent by the applicant to the property directly across the street, the property directly behind and the two properties on each side of the subject property.

**Penalties**

To ensure compliance with the proposed tree preservation policies, the LUC is recommending the following penalties:

- Increasing the maximum fine for removal of a private property tree without a permit from $1,500 to a fine of up to $7,500.
  - This is consistent with the fine structure for the removal of parkway trees without a permit.
• Escalating fines for contractors who repeatedly violate provisions of the tree preservation/protection ordinance.
• Implement fines for failing to plant replacement trees when required and late fees when a fee in lieu of plantings is not made on time.

Current penalties for the improper removal of parkway trees (up to $7,500) and violations of tree protection standards (up to $750 per day the violation persists) were considered sufficient.

As with the vast majority of fines in the Village Code, the Corporation Counsel would have the ability to settle matters for amounts less than the maximum fine or proceed to administrative adjudication at which the administrative judge would issue a fine or broker a settlement.

Zoning Incentives

At the outset of the LUC’s review, Village Staff held virtual meetings with local developers, architects and landscapers. Based on feedback received from these meetings, it was determined that the Village’s Zoning Ordinance may inadvertently discourage the preservation of trees in certain circumstances. To encourage the preservation of trees during single-family residential development, the LUC is recommending an expansion of the variations which qualify for expedited administrative review when a protected tree can be preserved. The expedited process would reduce the time it takes to go through the variation process from 50 to 25 days. Qualifying projects would include:

- Required rear yard setbacks
- Required interior side yard setback
- Side yard adjoining a street setback requirement
- Front yard setback requirement
- Requirement for two enclosed parking spaces

The LUC held a Public Hearing on these amendments on January 25, 2022. An ordinance amending the Zoning Code to incentivize tree preservation during construction will be introduced at the February 22, 2022 Village Board meeting.

Other Miscellaneous Items

The above is a high-level summary of the LUC’s recommendations. A number of other important changes are also recommended which include but are not limited to:

- Consolidate all tree-related components of the Village Code into one, easy to find and understand section.
- The creation of a segregated tree account in which replacement fees will be deposited to be utilized for urban forest best management practices.
  - This may include providing trees at no or reduced cost for plantings on private property, particularly when a homeowner has removed a dead, hazardous or invasive tree.
- Required reporting to the LUC by October 2023 to review the implementation of the revised tree preservation and protection policies.
- An Administrative Tree Manual will be created which will include a list of acceptable replacement trees, how replacement requirements for trees which are in decline but do not require immediate removal will be assessed, best practice for new tree plantings, list of species considered to be invasive, etc.
Enhanced public education efforts to inform residents of the new tree policies and to communicate the value trees provide to the community.

**New Village Forester/Tree Preservation Officer Position**

To adequately implement the above policy revisions, Village Staff with the concurrence of the LUC, recommends creating a new Village Forester/Tree Preservation Officer position which will be responsible for administering the revised tree preservation and tree protection policies.

Per industry best practices, incorporating oversight from a professional arborist throughout all phases of development, including, planning, design, pre-construction, construction, landscaping, and post construction is critical to the success of the LUC’s recommendations. Each phase provides equal opportunity for input/oversight which collectively plays an integral role in tree preservation.

To that end, the new position would be assigned to the Community Development Department and would be responsible for processing all tree removal permits, including site visits and fee waivers when applicable, reviewing construction plans for compliance with tree preservation and protection policies, engaging with developers and Community Development plan review staff to identify creative alternatives to preserve trees, working with property owners on the selection of new trees, and proactively enforcing tree protection standards throughout construction.

**Budget Impact**

Based upon existing staff resources and feedback from comparable communities, the recommended policy changes, including the proactive enforcement of tree protection standards, will necessitate a new Village Forester position.

The estimated cost of a new Forester is $120,000 (salary and benefits). This would have a net impact on the 2022 budget of $90,000 as the newly created full-time code enforcement position, intended to focus on tree protection, would instead remain as part-time.

Based upon 2019 construction projects which triggered the Canopy Coverage Ordinance, the proposed fee schedule would have generated approximately $170,000 in revenue (assuming all projects paid the fee in lieu of replacement). The funds generated from the fees in lieu of replacement may be used to offset the cost of the new Village Forester position.

**Documents Attached**

Date: February 4, 2022  
To: Trustee Barrow, Trustee Dodd and Trustee Kennedy  
From: Saima Abbasi (GGW), Anne Nagle, Piper Rothschild  

Thank you once again for your efforts, interest, and thinking about trees and how best to protect them with a stronger ordinance. We are grateful to the staff for putting together the in-depth, comprehensive, and well thought out packets. They are very professional and indicate the commitment they and you have to crafting a complete, workable, and protective ordinance.

When considering the ordinance, it is important to look at it from a macro level and remember the huge benefits the entire community receives from trees. It is not just about an individual property owner and any impact they may feel. This is a shift in how we have looked at trees on private property, but we believe that more and more communities are recognizing the community-wide benefits of trees— from aesthetics, to stormwater, to carbon-storing—and the need to protect them even if they are on private property.

Below are our comments on the Summary Report of the January 25, 2022 Land Use Committee.

Replacement Trees and Fees in Lieu of Replacement

One of the goals of the ordinance is to maintain, even improve, the existing tree canopy. That is obviously difficult as trees age and property owners remove healthy trees. To avoid canopy loss, the ordinance should not only discourage unnecessary removal of healthy trees, but also require replacement, where possible, of trees that are removed.

We are concerned that the low flat fee and low number of replacements required for all but Heritage trees will allow property owners to choose to pay the fee rather than replace trees. We’d rather have trees than money. As Trustee Dodd noted at the meeting, we want people to be planting trees.

For this reason, we believe that the ordinance should require replacement on site to the extent possible. If the Village forester determines that full replacement cannot be reasonably accomplished on site, only then can a property owner pay fees in lieu of the full replacement. For example, if a property owner is required to replace 3 trees, they must plant the number of trees the forester says the property can accommodate before they are permitted to pay any fees. If the forester says 2 trees can be planted, then the property owner must plant 2 trees and pay a fee in lieu of the third tree. That property owner should not be permitted to pay for 3 trees and not plant any. If they are, we are allowing them to decrease the canopy and take away community benefits.

Requiring a property owner to plant trees before paying any fees is not burdensome, follows requirements under our current ordinance, and furthers the goal of maintaining tree canopy.
Our current ordinance requires property owners to plant trees when necessary to meet canopy requirements after construction.

As we have stated before, we believe that an inch for inch replacement standard more effectively protects the canopy than a flat fee. Inch for inch reflects more accurately what is lost when an existing tree is removed. If a healthy 15” tree is removed, we have lost 15” of DBH. How do we replace that? We know that is impossible to plant a 15” tree. Most new trees are about 3.” Planting 5 new trees will reach 15” DBH. But, as we all know, that doesn’t replace the benefits lost from a 15” mature tree. It will take years for those 5 new trees to offer the benefits of that 15” tree. Moreover, given the small size of many yards, those 5 new trees may never be planted on site or anywhere else in the Village, though fees in lieu are paid. In addition, property owners may choose to replace a 15” oak with a redbud, which, even when mature, offers far fewer environmental and economic benefits.

We think that the replacement schedule in the Summary Report should be strengthened to better reflect the loss of mature trees. For a 15” protected, non-Heritage tree, property owners would only be required to replace with 3 trees, which equals 7.5”-9” of DBH, significantly less than the 15” that was lost. We believe that the number of replacement trees should be increased to better reflect the impact of the loss of removed trees. We prefer the numbers that Trustee Kennedy proposed in her chart.

Many neighboring towns use inch per inch and have far higher fees for replacement. Why should our ordinance be weaker and less protective of trees?

Here is a chart from page 11 from the packet Village staff prepared for the November 16, 2021 meeting showing towns using inch by inch:

<table>
<thead>
<tr>
<th>Community</th>
<th>Minimum Tree Diameter</th>
<th>Replacement Fee/Deposit Fee</th>
<th>Tree Removal Permit Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winnetka</td>
<td>8”</td>
<td>$250 per inch DBH</td>
<td>None</td>
</tr>
<tr>
<td>Glenview</td>
<td>16”-20”</td>
<td>$350 per tree planted</td>
<td>None</td>
</tr>
<tr>
<td>Northbrook</td>
<td>6”</td>
<td>Up to $250 per inch DBH</td>
<td>None</td>
</tr>
<tr>
<td>Lincolnshire</td>
<td>6”</td>
<td>$2,000 to $3,000</td>
<td>None</td>
</tr>
<tr>
<td>Lake Forest</td>
<td>10”</td>
<td>None; tree planting required</td>
<td>$40</td>
</tr>
<tr>
<td>Highland Park</td>
<td>8”</td>
<td>Construction-Up tp $2,400 Non-Construction-Up to $200 for every 10” of DBH</td>
<td>None</td>
</tr>
</tbody>
</table>
Kenilworth | 8” | 8”-17”: $200 per inch of DBH, 18”: $400 per inch DBH | $100-$700

Other nearby towns also use inch by inch:

<table>
<thead>
<tr>
<th>Community</th>
<th>Minimum tree Diameter (DBH)</th>
<th>Replacement Fee/Deposit Fee</th>
<th>Tree Removal Permit Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glencoe</td>
<td>8”</td>
<td>$175 per inch DBH; $350 per inch DBH for Heritage</td>
<td>None</td>
</tr>
<tr>
<td>Deerfield</td>
<td>8”</td>
<td>$125 per inch DBH</td>
<td>$200</td>
</tr>
<tr>
<td>Northfield</td>
<td>6”</td>
<td>$175 per inch DBH</td>
<td>$225</td>
</tr>
</tbody>
</table>

We also recommend an incentive to encourage the planting of oaks, hickories, and other valuable species. These are vitally important, and their numbers have fallen catastrophically. The Village’s own data shows that property owners rarely plant oaks. Anything the ordinance and Village can do to promote the planting of new oaks will prevent our ecosystem from cratering.

One option would be to reduce the number of replacement trees required if a property owner plants on of these valuable species.

**Tree Protection During Construction**

We believe that tree protection during construction is such a critical pillar of a tree ordinance that it should be codified. The strongest ordinances include it, and they should. It may be the most important and most utilized part of a tree ordinance. At the least, general standards for protection should be established in the ordinance. More detailed technical information and specifications can be set forth in a separate document, as the Glenview and Northbrook ordinances do. The ANSI standards that Village staff relies on are not law. Property owners and residents need to know that tree protection has the force of law behind it.

These neighboring towns all include tree protection as part of their ordinances: Glenview, Kenilworth, Winnetka, Highland Park, Glencoe, Northfield, Northbrook, Northfield, Lake Forest, Lincolnshire, and Lake Bluff.

Wilmette should be no different. As we pointed out in our previous memo discussing and demonstrating with photos that our current tree protection does not adequately protect trees
during construction. There are loopholes in the ordinance, and enforcement must be consistent and ongoing from the start to the end of construction. We found our examples in a 4 block radius and over a week or so. We are concerned that we would find many more examples if we went further and over the full construction season.

Other comments:

6” to 9” trees

We applaud the Committee for choosing the 6” DBH standard to require a tree removal permit and replacement. The reason the foresters have given in the memo and the opinions of the local experts we sent you make clear that 6” is necessary to provide the best protection for existing trees.

We disagree with the suggestion to delay implementation of replacement requirements for 6” to 9” trees for a year to collect data. This will be confusing to other residents as well. Using 6 “to 9” for removal is a great first step, but every strong ordinance we have looked at—and there are many—includes replacement as a fundamental part of the ordinance. We are unclear what data you are looking for or how whatever it shows will inform you how to move forward. The Village’s own data shows that more and more smaller trees are being removed each year. If you accept the 6” standard, then you should accept it in full and subject it to all of the protections of the ordinance. To do otherwise contravenes your well-reasoned decision to adopt the 6” standard.

Replacement Trees

We recommend a caliper of at least 3” for replacement trees, that the trees be guaranteed for 1 year, and offer a list of permissible tree species. It is important to codify the size and guarantee, as well as refer to a list of acceptable species. The 3” or greater standard is in line with many neighboring ordinances, including Glenview, Kenilworth, Winnetka, Northfield, Highland Park, and Glencoe.

Evergreen Trees

We note that Glenview and Glencoe ordinances use DBH as the relevant measurement to determine which trees are protected. For evergreens, the relevant standard is tree height, (8’) as their trunks and DBHs tend to be smaller than most shade trees. We welcome the foresters’ advice as to whether the ordinance should recognize this as well.
Tree Tags

We recommend that our ordinance follow Winnetka’s practice of requiring a tree tag attached to each protected tree to be removed. This will make property owners and other residents aware that the Village has examined and approved the removal in accordance with the ordinance. This may eliminate misunderstandings and calls to the Village and foresters, as well as educate residents about the ordinance and that the Village is interested and involved in protecting trees.

Enforcement

A critical part of the ordinance will be implementation and enforcement—not only to ensure that trees are being protected as intended, but also to gather relevant data. The Village had little data about our current ordinance, and it was alarming in terms of tree loss and lack of replacement. The chart of 2019 tree removals and replacements shows that during that one year, 64 trees over 10” were removed for a total loss of 1306” DBH.

Only 21 trees were planted for a total of 42” DBH for a loss of 1264” DBH. Many of those removed were a wide variety of our native species. By contrast, only a few different species were planted and only 2 of which out of 21 were oaks.

One homeowner removed 12 trees over 10” DBH and planted none. We do not know if this was permissible under the ordinance or there were gaps in enforcement and follow up.

We hope that this will change under the stronger, more robust provisions of a new ordinance and that our canopy will be better protected. We commend the Village for its commitment to hiring additional staff to help administer the ordinance. We hope that the Village will commit to collecting data, including some multi-year follow-up to assess the health of replacement trees.

Thank you for your consideration.

Saima Abbasi
Anne Nagle
Piper Rothschild
To: Wilmette Village Board of Trustees  
From: Go Green Wilmette  
Date: February 7, 2022  
Subject: Supporting a strong tree ordinance for Wilmette

Our current tree ordinance is not enough to support, protect and preserve our valuable tree canopy. We therefore applaud and commend the Land Use Committee and the Village staff for investing time and effort to improve Wilmette’s tree preservation policies. We strongly support and endorse their work.

Treating our trees as critical infrastructure demonstrates a forward-thinking approach, one that smart cities and towns nationally and internationally are adopting to better equip themselves for climate change and changing environmental elements. We believe that protected trees will provide substantial services to our community.

We believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Adopting a strong tree ordinance will help establish official policies for the preservation of our urban canopy. This will also help set standards for and means of protecting this public asset. Property owners who remove healthy, mature trees should be required to replace them. The ordinance should also require that trees be protected during construction when many trees are damaged. Without strong requirements, our tree canopy will decline, and we will lose all the many benefits trees offer to the whole community, including significant stormwater and carbon-storing benefits.

Many nearby towns have robust tree ordinances with these requirements. We would like to see Wilmette adopt an ordinance more in line with neighboring communities and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy will give us the benefits that our community needs, while making Wilmette more sustainable and climate friendly. We appreciate the Village’s foresight and wisdom of updating and strengthening Wilmette’s tree ordinance. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

In conclusion, we support the recommendations of the Land Use Committee, but we also strongly urge the Village Board to consider adding a stronger tree replacement requirements and tree protection during construction to the ordinance, as recommended by the Tree Preservation Committee (members listed below.) Thank you again for all the effort the Village is putting in to preserving and protecting our tree canopy.

On behalf of Go Green Wilmette’s Board of Directors:  
Beth Drucker, President  
Saima Abbasi, Nicole Boomgaardren, Kathryn Calkins, Amy Hanna Downey, Linda Kurtz, Nancy Pavkovic, Tina Schultz, Marcia Heeter, Margaret Martin Heaton, Debbie Saad, Enid Smith, and Carolyn Lvoff

Tree Preservation Committee:
Saima Abbasi, Committee Chair  
Anne Nagle and Piper Rothschild, Community Advisors  
Kathryn Calkins, Amy Hanna Downey and Linda Kurtz, Go Green Wilmette Board Members
Dear Village Board,

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

We believe that a robust tree ordinance is necessary to preserve and protect trees on public and private property. We would like to see our town’s tree ordinance more in line with tree ordinances of other neighboring towns that are taking strong measures to protect their urban tree canopy. A well thought out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Wilmette’s trees are a COMMUNAL ASSET, a COLLECTIVE UNIT. With Wilmette in a flood zone, mature trees are the number one resource to combat the water. Our Village historically looks for multi-million dollar infrastructure to combat flooding, when the biggest answer is in front of us - 100+ year old mature trees that are worth much more than we can even imagine today.

If I were to cut down trees on my private property, it will impact the flooding, clean air, and shading of my neighbors (and all the fauna!).

Additionally, the trees that we are enjoying today were planted generations ago. Therefore, these trees on private property are not the property of one owner, but of all of the owners in the past, present and future, and owners of the whole village, since we are all affected negatively by tree loss.

I personally would vote for the permit fee to jump to $125 to not only cover the admin cost, but also make the applicant hesitate and think twice before cutting.

Thank you for your Passion and Perseverance on this tree ordinance. You are doing an amazing job, please keep it up.

Sunny Regards,

Amy

Amy Hanna Downey
Solar Project Manager - NABCEP Associate
IL Solar Energy/Education Assoc (ISEA) - Board Member
Go Green Wilmette - Board Member
872-803-2710
https://www.youtube.com/watch?v=NxAQQiWUk_Y
To Wilmette’s Village Trustees,

Thank you for your devotion and service to our community. I am writing in support of a strengthened Tree Ordinance for Wilmette. I understand that this topic will be considered at the upcoming Board meeting. I hope that you take action to protect this important resource for our environment.

Many thanks,
Laurie Goldstein
Wilmette Resident
Dear Village Board,

Improving Wilmette's tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

We believe that a robust tree ordinance is necessary to preserve and protect trees on public and private property. We would like to see our town’s tree ordinance more in line with tree ordinances of other neighboring towns that are taking strong measures to protect their urban tree canopy.

A well thought out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Sincerely,

Sue Tuchman
We have lived in Wilmette for 36 years. We were attracted to this beautiful community by its schools, its beautiful houses, and by its abundance of trees.

As time passed we realized how much the presence of disease has affected the life and health of the existing trees. We have tried to preserve as many trees as possible, and continue to do so throughout time.

We hope that you see fit to continue to preserve the wonderful trees that make this community an example to others. We, as a community, need to have a strong Tree Ordinance in place to protect Wilmette’s Urban Tree Canopy.

Thank you for your support,

Gela and Sheldon Altman
Dear Village Board,

This is to ask you to please see/review my attached letter.

Thank you,

Beth DeWall
Date: February 5, 2022

To: Wilmette Village Board

From: Beth DeWall

Re: Wilmette Tree Preservation Policies

Dear Wilmette Village Board,

As a resident of Wilmette for over 30 years, I support improving Wilmette’s tree ordinance that would enable a forward-thinking approach to our key natural asset. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

A robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like Wilmette to adopt an ordinance in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A comprehensive tree ordinance will ensure that our urban tree canopy will give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is our number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

Beth DeWall
Hello Wilmette Board,

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits and/or ecosystem services lost. The ordinance should also require that trees be protected during construction when many trees are damaged (especially damage to root/mycorhizome systems). Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

María Dabrowski
Dear Wilmette Village Board,

I support a more robust tree ordinance in Wilmette. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. These tenants should be strictly enforced with diligent builder oversight. Without these requirements, our tree canopy will decline. Trees are invaluable infrastructure, as important as sewers, roads and other utilities. They offer fantastic benefits to the entire community, absorbing stormwater, storing carbon, reducing air and noise pollution, and providing cooling shade which reduces energy consumption and cost.

Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change. Our neighboring towns (Glenview, Winnetka, Highland Park and others) have much stronger tree ordinances. The Wilmette Village staff and our Village Board must adopt a forward-thinking approach to mitigate changing environmental conditions.

Wilmette residents strongly support and appreciate the committed time and energy of the Village staff and the Land Use Committee to improve Wilmette’s tree ordinance. Stronger policies will benefit us for years to come.

Sincerely,
Kristin Merk
Dear esteemed members of the Wilmette Village Board,

I write with urgency as I step up to speak on behalf of one of Wilmette’s most valued treasures: its trees, old-growth and new. Nothing breaks my heart more than witnessing the rampant disregard of these centuries-old growths entrusted to us. To see the modern-day disposability mentality scarring properties as I drive or walk around town is a true blow to the soul. I understand this is a critical moment to live up to our stewardship of this swath of the earth.

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

Barbara Mahany
-----Original Message-----
From: Nick Valavanis
Sent: Sunday, February 6, 2022 1:53 PM
To: Comment, Public <publiccomment@wilmette.com>
Cc: Tia Valavanis <tvalavanis22@gmail.com>
Subject: Wilmette Tree Ordinance

Good evening.

We were a host for the Sustainable Yard Tour last year. I understand that the Village Land Use Committee is actively reviewing the current tree ordinance.

We have lived in Wilmette since 2005. My wife and I wanted to add our full support for a more robust, stronger tree ordinance.

Go Green Wilmette has pulled together a letter which supports a new ordinance and provides some guidance for the effort, which we fully support.

We also understand the effort you have put into this matter and we thank you for that. We sincerely hope we can continue to move forward and make good choices for the future of Wilmette.

Thank you,

Nick Valavanis
Tia Valavanis
Dear President and Members of the Board of Trustees

As a nine-going-on-ten year resident of our wonderful Village, I appreciate the Board considering strengthening our Tree Preservation policies. The loss of canopy we’ve suffered under the current policies is really distressing, and it’s unnecessary.

We’ve had a personal experience: the house across the street was torn down and a larger home replaced it. One 3’ diameter Bur Oak came down immediately. A second Oak of similar size was supposed to be preserved, but after a couple of years it, too, had to come down. As I walk the Village I observe that there are very few large trees in the yards of the new “renovation” homes.

Hopefully the proposal will reduce this destruction. The Village works hard to preserve the trees on its public spaces, and we need to do the same for the greater canopy that’s on private lands.

Thanks for all the work you do as Trustees!

Bruce Davidson
Norwood, Karen

From: Comment, Public
Sent: Monday, February 7, 2022 3:09 PM
To: Norwood, Karen
Subject: FW: Tree Ordinance

From: Norm Ryan
Sent: Sunday, February 6, 2022 4:18 PM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Tree Ordinance

Date: February 5, 2022

To: Village Board

From: Norman S. Ryan, MD

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant storm water and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity. Protection of our trees is part of future suburban planning needed now for the benefit of livability and economic vibrancy of our community.

Thank you,

Norman S. Ryan, MD
Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,
Dale Davison

Dale Davison
(she, her) M.Ed., PCC, BCC
ICF Professional Certified Coach, Board Certified Coach
ADHD/Executive Functioning
www.dale-davison.com
Ph. 847-920-8076

WebMD Contributor - Workplace Issues with ADHD
American Academy of Pediatrics 2019 Guidelines Committee
CHADD.org

Email is an inherently insecure form of communication - think of it as an electronic postcard. Please consider carefully how much personal information you want to reveal.
From: Mary Lawlor  
Sent: Sunday, February 6, 2022 5:39 PM  
To: Comment, Public <publiccomment@wilmette.com>  
Subject: Support for Strengthening Wilmette's tree preservation ordinances

Dear Village Board,

I am a 30-year resident of Wilmette and support improving Wilmette’s tree preservation ordinance. Doing so demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

Mary Lawlor
Norwood, Karen

From: Comment, Public  
Sent: Monday, February 7, 2022 3:10 PM  
To: Norwood, Karen  
Subject: FW: tree ordinance

From: Kristen Lipsey  
Sent: Sunday, February 6, 2022 7:23 PM  
To: Comment, Public <publiccomment@wilmette.com>  
Subject: tree ordinance

Date: February 6, 2022

To the Village Board

I have lived in Wilmette for 20 years and appreciate the natural beauty, parks and Lake Michigan shoreline which adds so much to our quality of life.

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I fully support a strong tree ordinance to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and protect them during construction when trees can be damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you for your service and consideration on this issue.

Kristen and Peter Lipsey
My name is Kim Holstein, and my husband Scott and I have lived in Wilmette for 22 years. We have raised our family here and built three businesses over the years. We are also passionate supporters of Wilmette’s beautiful trees and a strong tree ordinance.

We need a strong tree ordinance to protect Wilmette’s urban tree canopy. As residents we support all the work the Village staff and the Land Use Committee has put in to improve Wilmette’s tree ordinance.

We also appreciate and value the presence and work of Go Green Wilmette. We are proud to live in a community that cares about the sustainability and future of our environment, both here in Wilmette and globally.

Thank you!
Kim and Scott Holstein

Kim Oster-Holstein
Co-Founder, Chief Alchemy Officer
Twisted Alchemy
cell 312-804-9972
http://www.twistedalchemy.com
We’re bringing teams, families, friends, and groups together and elevating spirits in 2021! Check out our curated kits and virtual experiences!
Norwood, Karen

From: Comment, Public
Sent: Monday, February 7, 2022 3:10 PM
To: Norwood, Karen
Subject: FW: save the trees
Attachments: We sent you safe versions of your files; WILMETTE TREES.pdf

From: Sunday, February 6, 2022 7:51 PM
To: Comment, Public <publiccomment@wilmette.com>
Cc: 'Saima Abbasi'
Subject: save the trees

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Please see attached
Date: February 5, 2022
To: Village Board

From: JEANINE FRIEDMAN  
    RESIDENT 25+ YEARS

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

JEANINE FRIEDMAN
Dear President and Board of Trustees of the Village of Wilmette,

We have been residents of Wilmette for the last 15 years and previously for 20 years. We live across from the crown jewel of Wilmette, Gillson Park, and have seen the active decimation of its tree population over those last 15 years in large part due to a lack of maintenance and the lack of a comprehensive replanting program. We know first-hand what it looks like to see the park being thinned of its raison d’etre.

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant storm water and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you for your attention to this extremely urgent matter,

Tanja and Paul-Henri Chevalier
From: Anna Valavanis
Sent: Sunday, February 6, 2022 9:15 PM
To: Comment, Public <publiccomment@wilmette.com>
Cc: Jimmy <jim@v-consulting.com>
Subject: Letter for the Feb 8, 7:30pm Board Meeting - Agenda Item: Tree Preservation Policies

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Hello,
Please see attached letter for the Tree Preservation Policies agenda item for the Feb 8th meeting.
Thank you for your consideration,
Jim and Anna Valavanis
Dear Village Board,

We have been Wilmette Residents for 22 years. One of the reasons we were attracted to the village of Wilmette when looking for our house so many years ago was how many beautiful mature trees the village had on every street. We strongly believe that improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

We believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. We would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

Jim and Anna Valavanis
Dear Village Board Members,

I definitely want a strong tree ordinance to protect Wilmette's Urban tree canopy trees are our greatest natural asset. I love trees so much!!!!

Thanks for all you do, Wilmette Village Staff and Land Use Committee. It does not go unnoticed.

I have lived in Wilmette for about 20 years as an adult and I lived on the North shore and in Wilmette as a child.

Sincerely,

Anastasia Royal
The attached letter details my support of a stronger tree ordinance that would protect our current canopy and support more robust tree preservation practices going forward.

Patience Kramer
To: Wilmette Village Board  
From: Patience Kramer  
RE: Tree preservation policies  
Date: February 7, 2022  

I believe it is imperative that the Village Board develop and implement a stronger tree ordinance that preserves and protects our large trees. Our beautiful tree canopy is an important part of our heritage. It is also critical to our future as our community’s trees provide significant stormwater and carbon-storing benefits now and, if protected, will continue to do so in the future as the impact of climate change grows. Treating our trees as critical infrastructure will benefit the community now and for many years to come.

Under a robust tree ordinance, property owners who remove healthy, mature trees should be required to replace them and the benefits lost. Additionally, the ordinance would require that trees be adequately protected during construction, a time when many trees are damaged. Many nearby towns already have ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy provides the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you for considering my concerns.

Sincerely yours,

Patience Kramer
-----Original Message-----
From: Daniel Gingrich
Sent: Monday, February 7, 2022 8:07 AM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Tree ordinance

Dear Wilmette Village Board members:
I would like to go on record supporting a stronger tree ordinance for Wilmette.
Thank you!
Daniel Gingrich

Sent from my iPhone
Norwood, Karen

From: Comment, Public  
Sent: Monday, February 7, 2022 3:11 PM  
To: Norwood, Karen  
Subject: FW: Tree Ordinance Support

From: Rick Percifield  
Sent: Monday, February 7, 2022 9:38 AM  
To: Comment, Public <publiccomment@wilmette.com>  
Subject: Tree Ordinance Support

I support a tree ordinance in Wilmette.

I have lived at [Address] in Wilmette since 1995. I live at the west end of the block, and over the past 27 years I have watched the canopy in the backyards of my block disappear with every tear down. There are 10 houses on my side of the block, and 5 of them have been torn down and replaced since I have lived on the block. To be clear, I am not against tear downs, and fully support the improvements to the Village's housing stock, but whenever a new house is built, the Developer seems to cut down every tree on the lot and then replace it with the bare minimum of landscaping, which unfortunately do not include trees, especially in the back yards.

The trees that have come down were giant maple, elm and cottonwoods (among others) most of which were so big you could not put your arms around the tree. When I stand in my backyard and look east, what was once a beautiful canopy of large mature trees is now barren. My neighbor two doors down complains about how hot his deck is in the summer with no shade, but doesn't want to plant a tree because it will interfere with his sewer line (which is in the front of his house BTW). If just a single tree had been planted 20 years ago......

I trust the Village enough to make a wise decision and not require a giant old tree to be replaced by a giant new one, but there has to be a balance, and I have confidence you will find it. "Blessed is he who plants a tree under whose shade he will never sit".
Dear Village Board,
I’m in favor of anything we can do to protect and improve the number of trees in our Village. Thank you for the work you’ve done and please continue to make sure we prioritize trees as we grow and develop.
Thank you for your commitment and service to the Village,
Heather Hehman

Heather Hehman
To the Village Board:

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

We believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. We would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

Bob and Tina Schultz
Dear Trustees,

I applaud the work of village staff and the Land Use Committee in developing recommendations to enhance our tree protection ordinance. I encourage the Village Board to support and adopt these recommendations.

Not only do our legacy canopy trees represent a defining characteristic of our community, they also provide myriad environmental and well-being benefits worthy of protection.

Recognizing that our legacy canopy trees are among the longest continual contributors to our community, it is appropriate to enhance our tree protection ordinance as we celebrate our Sesquicentennial.

While sensitive to personal property rights I feel that existing canopy trees provide an exceptional community benefit which warrants a reasonable balance of those rights.

Thank you.

Steve Later
From: Ryan Scheidt
Sent: Monday, February 7, 2022 10:12 AM
To: Comment, Public <publiccomment@wilmette.com>
Subject: In favor of a Strong Tree Ordinance

Good morning,
I am writing because I support a strong tree ordinance. We owe it to future generations to plant new trees and preserve as many trees in our village as possible. I applaud and commend the Land Use Committee for all the work they have done thus far, and support the recommendations they are presenting to the Village Board on Tuesday. But also urge the Board to consider even stronger tree replacement requirements and protection for trees during construction.

Thank you for your time,
Ryan Scheidt
From: Dale Davison <dale@dale-davison.com>
Sent: Monday, February 7, 2022 10:13 AM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Please support strongest possible tree conservation.

Thank you for your service.

Dale Davison
(she, her) M.Ed., PCC, BCC
ICF Professional Certified Coach, Board Certified Coach
ADHD/Executive Functioning
www.dale-davison.com
Ph. 847-920-8076

WebMD Contributor - Workplace Issues with ADHD
American Academy of Pediatrics 2019 Guidelines Committee
CHADD.org

Email is an inherently insecure form of communication - think of it as an electronic postcard. Please consider carefully how much personal information you want to reveal.
I hope my comments can be included in the meeting Feb 8th, as I will not be able to attend. I grew up in Wilmette and returned here to raise my children 17 years ago. It has saddened me to see so many of our mature, healthy, native trees taken down simply because a developer wants to build a larger home on a Wilmette lot. As a village, we are losing our Tree City character due to razing by developers. We are also losing the benefits mature native trees provide to our environment, our air quality, and crucial habitat to migrating and resident wild birds. Neighboring communities have more robust tree ordinances than Wilmette, and I know as a village, we can do better to protect and preserve our tree canopy! I don’t have the answers, but I think a good place to start might be restricting, or at least monitoring, the removal of trees by developers. At the very minimum, the size, age, species and health of the trees removed should be noted. I commend the work of the Land Use Committee, and urge you to listen to their recommendations.
Thank you for your consideration of my comments.
Annie Wolter
To the Village Trustees:

Thank you all for your service to Wilmette. Donating your time and skills to maintain and improve our thriving community demonstrates your dedication to its long term health, beauty and prosperity. Because of this dedication I am sure you will understand the importance and support the adoption of a strengthened tree ordinance in our village. On Tuesday you will hear a presentation by the Land Use Committee that details ways to protect existing trees and improve Wilmette's tree canopy, goals which will improve the community's beauty and health for the very long term.

Trees--especially the mature oaks, hickories and other natives with which Wilmette is blessed--provide so many benefits to our ecosystem and our public health that they cannot be left to survive at the whim of a single property owner or developer. Once cut, such trees cannot be replaced in under about 150 years. Trees are under increasing threat from external forces such as disease and climate change. To preserve the character and health of our village, we must preserve the healthy trees as they stand to the extent possible. Considering them as critical infrastructure, as recommended by the Chicago Region Trees Initiative, will also save the village money in the long run by mitigating flood waters, cleaning the air, absorbing carbon and providing other benefits.

Please listen closely to the presentation from the Land Use Committee and support the further protection of one of Wilmette's most precious resources; its trees.

Sincerely,

Kathryn I. Calkins

Go Green Wilmette board member
To the esteemed members of the Village Board,

My husband and I have lived in two single-family homes in Wilmette’s Romona district for more than 40 years. We reared our two sons here. We are loyal residents and taxpayers. And we are concerned.

Nationally and internationally, leaders of cities and towns are adopting stronger tree ordinances to become better equipped for climate change. Wilmette leaders should also take a forward-thinking approach and improve Wilmette’s tree ordinance. Treating our trees as critical infrastructure will benefit our community now and for decades to come.

Specifically, a robust tree ordinance is critical if Wilmette’s large trees are to be protected and preserved. Property owners who remove healthy, mature trees should be required to replace them so that environmental benefits are not lost. The ordinance should also require protection of trees easily damaged during construction projects. Without these requirements, our tree canopy will decline and consequently we will lose the significant storm water and carbon-storing benefits that trees offer the whole community. Many nearby towns have such an ordinance.

Wilmette’s greatest natural asset is its plethora of mature trees. Strong measures are needed to ensure our tree canopy will continue to confer environmental benefits in our beloved community. In the interest of sustainability and climate friendliness, I implore the Board to act responsibly by strengthening Wilmette’s tree ordinance. Preserving and protecting our green canopy is not a luxury but a necessity.

Thank you for your consideration,
Susan Moss

Sent from my iPad
I recently moved from Indianapolis to Wilmette. The NE side of Indianapolis has many large old trees like Wilmette. These trees are essential because:

1) Old growth native hardwood trees enhance the desirability of neighborhoods.
2) Old trees help support other plants that grow around them through underground connections of fungi.
3) Old trees provide food for a variety of insects that attract birds and mammals.
4) The canopy of leaves provide shade in summer and reduce energy bills.

Please protect what you already have here on public and private land and encourage citizens to plant more native hardwood trees.

Thank you.
Norwood, Karen

From: Comment, Public
Sent: Monday, February 7, 2022 3:12 PM
To: Norwood, Karen
Subject: FW: Tree ordinance (Tuesday evening meeting)

From: Misty BB
Sent: Monday, February 7, 2022 10:51 AM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Tree ordinance (Tuesday evening meeting)

Good morning everyone,

As 32-years Wilmette residents in this great community, we value our trees, not only for providing shades, but also good for flood control and mitigate Climate Change. We sincerely urge all of you to advocate stronger tree ordinances, so we can protect our beloved trees for all of us to share and enjoy.

Sincerely Yours,
Dossa Family
I have seen neighbors cut down beautiful mature trees that were in good health.

The entire community lost the valuable benefits those trees provided in absorbing stormwater, storing carbon (mitigating climate change), reducing air and noise pollution, and providing cooling shade (reducing energy costs). Those trees also provided food and shelter for beneficial insects and birds. We cannot get back the full loss of those trees, but by requiring the planting of new trees, we can begin to restore the canopy and, hopefully, regain those lost benefits for future generations.

We need more protection! Thank you for working on this important issue.

Dennis and Chris Director
Good morning everyone,

As 32-years Wilmette residents in this great community, we value our trees, not only for providing shades, but also good for flood control and mitigate Climate Change. We sincerely urge all of you to advocate stronger tree ordinances, so we can protect our beloved trees for all of us to share and enjoy.

There's a Feb 8 meeting regarding the Tree Ordinance, we hope you will listen to what the Committee recommends and what all Wilmette residents want to protect our beloved trees. Thank you for your kind considerations.

Sincerely Yours,
Dossa Family
From: julie Wolf  
Sent: Monday, February 7, 2022 10:55 AM  
To: Comment, Public <publiccomment@wilmette.com>  
Subject: Proposed Tree Ordinance

Dear Village Board Members,

I would like to thank the Land Use Committee for their careful study and recommendations regarding strengthening Wilmette’s tree ordinance. Wilmette’s urban forest is a priceless and unique asset and it’s preservation is critical both environmentally and esthetically. I am very much in favor of adopting a stronger ordinance.

I am particularly pleased to see that special protection of heritage trees is included in the proposed ordinance. I recommend further strengthening the ordinance by requiring and monitoring tree protection during construction. Often the damage that may occur to a tree during construction (including soil compaction and disturbing roots, and not just direct damage) doesn’t appear until after the fact, so this measure is especially important in preserving the Village’s trees.

Best regards,
Julie Wolf
To Wilmette Village Trustees:

I write to ask you to support the tree ordinance to strengthen protection for Wilmette's trees. I am particularly concerned about the tree loss at Gillson over the past many years (100 lost recorded by park planners in 1989) and many more since that time. They have not been replaced. The Memorial tree program which was the single plan for tree planting at Gillson has been defunct since 2012. Even more trees are currently threatened by the proposed Park District plans for Gillson.

This is very serious threat to the beauty and well-being of the Wilmette community. Please do the environmentally responsible thing and vote to protect and preserve Wilmette's trees.

Thank you.
Mary Shea
Norwood, Karen

From: Comment, Public
Sent: Monday, February 7, 2022 3:12 PM
To: Norwood, Karen
Subject: FW: Support for a Revised Tree Ordinance

From: Jacquelin Koch
Sent: Monday, February 7, 2022 11:00 AM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Support for a Revised Tree Ordinance

Village Board Trustees,

I am writing in support of a more robust tree ordinance that deters the unnecessary removal of healthy trees on residential properties. I know that the Village is acutely aware of our stormwater issues and their associated costs. Mature trees help mitigate some of the stormwater issues as rainwater hits trees and slows the runoff and waste that happens when rain goes directly to gutters and drains, not to mention increased absorption by yards that have trees (U.S. EPA, Stormwater to Street Trees: Engineering Urban Forests for Stormwater Management September 2013EPA 841-B-13-001)

Not only can the trees save money, they can also generate revenue as trees in residential areas are also shown to increase property values (Wolf, K.L. August 2007. City Trees and Property Values. Arborist News 16, 4: 34-36) as well as reduce crime.

Please consider strengthening the tree ordinance so it is neither cheap, nor easy for owners and developers to remove healthy, mature trees; and if trees do need to be removed, that an in-kind plan be developed to replace the benefits of those trees.

Thank you so much for caring about our environment and considering the significant role of trees in maintaining the Village's commitment to sustainability and healthy living for our residents.

Best Regards,
Jacqui Koch
From: Comment, Public
Sent: Monday, February 7, 2022 3:12 PM
To: Norwood, Karen
Subject: FW: Tree Preservation Policies
Attachments: We sent you safe versions of your files; Letter to the Village board- Feb 7th.pdf

From: Christine Wynn
Sent: Monday, February 7, 2022 11:12 AM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Tree Preservation Policies
Date: February 7, 2022  
To: Village Board  
From: Christine Wynn

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

Christine and Brad Wynn

Happy residents since 2004-18 years
Dear Reader,

Please accept this email as a public comment for the Feb 8th Village Board meeting. My comments relate to the discussions around improving the Village Tree Ordinance. I am very much in favor of improvements. My comments are provided in the attached letter and also copied below for convenience of viewing.

Date: February 7, 2022

To: Village Board

From: Linda Kurtz

Re: Tree Protection and Preservation

I support efforts and ordinances to preserve and protect the trees in Wilmette. Thank you for taking steps towards this end. Improving Wilmette's tree ordinance demonstrates a forward-thinking approach. Treating our trees as critical infrastructure will benefit our community now and in the future. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

A robust ordinance would include requirements to replace trees that are removed. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I have lived in Wilmette for almost 30 years and encourage the Village to adopt an ordinance in line with our neighboring communities that takes strong measures to protect our urban tree canopy.
A well-thought-out tree ordinance will ensure that our urban tree canopy will give us the benefits that our community needs while making Wilmette more sustainable and climate friendly. One of Wilmette’s greatest natural assets is its number of mature trees. Preserving and protecting our canopy is a necessity.

Thank you,

Linda Kurtz
Date: February 7, 2022

To: Village Board
From: Linda Kurtz
Re: Tree Protection and Preservation

I support efforts and ordinances to preserve and protect the trees in Wilmette. Thank you for taking steps towards this end. Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach. Treating our trees as critical infrastructure will benefit our community now and in the future. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

A robust ordinance would include requirements to replace trees that are removed. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I have lived in Wilmette for almost 30 years and encourage the Village to adopt an ordinance in line with our neighboring communities that takes strong measures to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy will give us the benefits that our community needs while making Wilmette more sustainable and climate friendly. One of Wilmette’s greatest natural assets is its number of mature trees. Preserving and protecting our canopy is a necessity.

Thank you,
Linda Kurtz
Dear Ms. Plunkett, Ms. Dodd, Ms. Kennedy, and Ms. Gjaja,
Mr. Barrow, Mr. Sheperd, and Mr. Sullivan, Jr.

We are long time Wilmette residents, and would like to thank the Village Board for their interest in improving Wilmette's tree ordinance.

The old growth trees we enjoy in Wilmette today provide many benefits to our community. Throughout the year, old growth trees enhance the beauty of our neighborhoods, improve air quality and make Wilmette an attractive place to live, thereby enhancing property values. These benefits should be preserved with strong ordinances that protect our trees.

It is possible and advisable to do this. Many other cities and towns across the country have acted to strengthen their tree ordinances-Wilmette should too!

New construction is a fact of life in our world, but strong tree ordinances can provide guidance for how trees can be protected during construction. Removal of old growth trees should be a rare occurrence, and if these trees are removed, strong rules should be put in place that require they are replaced with new ones.

Wilmette's current tree canopy provides so many benefits to our community. In a world in which flooding is becoming a constant issue and problem, old growth trees can help mitigate damage to property caused by water damage.

Let's not take our trees for granted! I hope Wilmette will enact the strongest tree ordinances possible to preserve the quality of life we enjoy today.

Thank you for your work on this issue.

All the best,
Mark and Christine Kraemer
To the Village Board:

I understand "Tree Preservation Policies" will be discussed at your meeting this week.

I have written to the Land Use Committee, but it is important for all of you to hear such testimony as well:

The preservation of the tree canopy in the Village of Wilmette is crucial to both our environmental and economic viability. Environmental benefits of maintaining our largest trees are obvious, namely the absorption of water to reduce flooding and the maintenance of habitat for the current ecosystem.

Economic benefits, though, are equally obvious. It costs less to maintain a tree canopy than to design new ways of controlling water run-off, and the noticeable cooling effect on our neighborhoods can likely be measured in 1000s of kilowatt hours saved per year by our residents.

Most of all, however, many of us do not ever want our community to resemble some of our neighbors to the west--namely Glenview--where the near erasure of any tree canopy has produced a homely Truman-show suburban look. Large trees have for many decades now defined the character of this Village, and we cannot sacrifice this rare quality for the
satisfaction, ease, or benefit to a few builders--the vast majority of whom are not even residents.

The cost to builders of cutting down trees of moderate to even large size is currently unconscionably small.

Even if the Village is pro-business and pro-development, we MUST make the cost of cutting at least an *incentive* to preserve all the benefits above--and incidentally, to perhaps build more variety into our housing inventory, where currently the 4000 sq foot fake farmhouse BOX is taking over at an alarming rate.

Sincerely,

Timothy H. Scherman  
Pamela A. Davidson

Wilmette residents since 1995

--

Timothy H. Scherman, Chair  
Associate Professor of English  
Northeastern Illinois University  
5500 North St. Louis Avenue, Chicago, IL 60625  
Phone: (773)442-5817  
www.neiu.edu
Dear Village of Wilmette Trustees,
First, thank you for your service. I know being a trustee is a significant commitment and I appreciate it!

I am writing in support of improving Wilmette's tree ordinance. Preserving and protecting our trees will benefit our community for many years.

Whenever healthy, mature trees are removed or lost, we should require them to be replaced. Many nearby villages require this. One of the things that makes Wilmette a beautiful community is the number of mature trees and we should preserve and protect this.

Thank you,
Ann Dronen

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

Name

Address
We are twenty-five year residents of Wilmette. My husband and I enjoy and appreciate our beautiful environment every day.

We strongly encourage Wilmette to adopt a strong tree ordinance that will ensure a lush, healthy tree canopy into the future. This can be esthetically pleasing but more important will have many other benefits for our environment that can impact the health and well-being of our citizenry.

Dean & Carla Lindsay

Sent from my iPad
To the Village Board:

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

Cindy Dooley, Wilmette resident for 21+ years
-----Original Message-----
From: Therese
Sent: Monday, February 7, 2022 12:30 PM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Tree Ordinance

Erwin and Therese Heyek support a stronger tree ordinance to safeguard old trees in Wilmette, including on private property.

Thank you for your consideration.

Therese and Erwin Heyek

Sent from my iPhone
Norwood, Karen

From: Comment, Public
Sent: Monday, February 7, 2022 3:13 PM
To: Norwood, Karen
Subject: FW: Tree Ordinance

From: Heidi Mayer
Sent: Monday, February 7, 2022 12:36 PM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Tree Ordinance

Date: February 7, 2022
To: Village Board
From:

I have been a resident in Wilmette 28 years. I believe that the tree canopy in Wilmette needs to be protected. I was amazed by the increase in tree removal since 2006. I can see the earlier need for removal when the diseased elm and ash trees were tagged. How can the village explain the exponential increase in tree removal from 2015-2020? We cannot lose 3% of our tree canopy yearly in Wilmette.

The Village needs to adopt an ordinance that controls the removal and requires replacement. Allowing removal for a fee should not be an option. The 35% canopy requirement seems to make sense or reasonable tree/sq foot option, if enforced.

Protecting and preserving our trees will benefit all in the Wilmette community.

Thank you,
Heidi Mayer
Dear Village Board -

I have lived with my family for more than 13 years in Wilmette and we love all the tree-lined streets and parks in Wilmette. Therefore I would like to see a stricter tree ordinance as outlined in the attached letter.

Thank you for taking this into consideration

Sabine Scholz
Improving Wilmette's tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette's large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

Sabine Scholz
-----Original Message-----
From: Ann Roberts
Sent: Monday, February 7, 2022 1:36 PM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Tree Preservation Policies

Hello Wilmette Village Board,

I am emailing you today to express my SUPPORT for a STRONG TREE ORDINANCE for Wilmette. Wilmette is known for it’s beautiful trees and tree canopies and it is alarming to see them disappearing. A strong tree ordinance would be a great step towards keeping our beautiful trees and the wonderful aesthetic that brings to our community. Trees also help our community in many other important ways. Air quality, water drainage, wildlife, temperature regulation, property value and so much more.

Please support and pass a strong tree ordinance!

Sincerely,
Ann Roberts

Resident since 2001
Hello,

We maintain over 12 mature trees on our property, including a massive 100+ year old cottonwood, and we support the notion of a stronger tree ordinance in Wilmette to protect our urban canopy and our local ecosystem. We include a community letter below, and start with a couple of personal points we hope the Village will consider.

+ We are in the process of replacing non-native trees with natives on our property, and we hope that the village will encourage and incentivize planting native trees, which will be such a key part of sustaining our native flora and fauna for future generations.

+ The cost of maintaining mature trees so they are safe and healthy is not insignificant. Supporting low and middle income families with tree maintenance expenses to offset the burden of this ordinance would seem important.

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements.

I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

Thank you,

Anne & Reed Stevens
Hello Members of the Village Board,

My name is Michal Smoley, resident of Wilmette and New Trier grad of 2003. I want to first thank the board for their service to the community.

I am here today to ask the board to work with local Internet Service Providers to enhance the internet capabilities of the Village. Currently Wilmette has two options for internet service, AT&T and Xfinity. Neither of these companies offer their fiber products to all residents. While they say they are moving forward with the fiber optic network, my communications with them have been unsuccessful for our area. I am asking that the board work with AT&T and Xfinity to see what can be done to encourage them to move forward with their Village roll out of the fiber offerings.

Internet has become an integral part of everyone’s life and will only increase as time goes on. Fiber internet will allow existing residents to have best in class internet for so many of us working from home now and in the future. It will also be attractive to potential new residents as we will be competitive or better than our surrounding cities.

Thank you for any assistance you can provide.

Sincerely,

Michal Smoley
Norwood, Karen

From: Comment, Public
Sent: Monday, February 7, 2022 3:13 PM
To: Norwood, Karen
Subject: FW: Tree ordinance

-----Original Message-----
From: Joab
Sent: Monday, February 7, 2022 2:21 PM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Tree ordinance

Village Trustees
We’ve lived in Wilmette for 30 years and have been proud of the look of our community. The board must pass the most stringent and robust tree ordinance possible in order to maintain the beauty and ecological welfare of our community. Please consider the future ramifications of your decision.
Joab and Tina Oberlander

Sent from my iPhone
Norwood, Karen

From: Comment, Public
Sent: Monday, February 7, 2022 3:13 PM
To: Norwood, Karen
Subject: FW: Tree Preservation Policy

From: Byrd Rhyne
Sent: Monday, February 7, 2022 2:22 PM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Tree Preservation Policy

Hello,

My name is Byrd (Robert) Rhyne-Fisher and I live at _______ here in town. I've lived in Wilmette for 22 years. I am in support of a strong tree ordinance. Our trees are part of what makes our neighborhood so lovely and attractive to new families. Please protect our trees.

Thank you,

Byrd Rhyne-Fisher
To Whom it may Concern/The Village Board:

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

A robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

Eve Subrin Williams
Norwood, Karen

From: Comment, Public
Sent: Monday, February 7, 2022 3:13 PM
To: Norwood, Karen
Subject: FW: Gilson Park Trees

-----Original Message-----
From: Carol Fletcher
Sent: Monday, February 7, 2022 2:52 PM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Gilson Park Trees

I think the village should have a detailed ordinance that protects the village’s valuable tree assets. Please consider protecting these beautiful old trees.
Carol Fletcher

Sent from my iPhone
Norwood, Karen

From: Comment, Public  
Sent: Monday, February 7, 2022 3:14 PM  
To: Norwood, Karen  
Subject: FW: Wilmette Trees

From: Monica McGregor  
Sent: Monday, February 7, 2022 3:07 PM  
To: Comment, Public <publiccomment@wilmette.com>  
Subject: Wilmette Trees

Date: February 7, 2022  
To: Village Board  
From: Monica McGregor

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

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Thank you,

Monica McGregor (lifetime resident)
I have lived in Wilmette for 27 years and I believe that improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

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Thank you,

Catherine Levy

Sent from my iPhone
Dear Village Board;
Ive lived in Wilmette since 1988. Probably the 2 main reasons I love living in Wilmette is the lake and the trees. Do not allow the trees to be removed like we have seen time and time again by developers that literally clear cut tear down properties to put up (what are mostly characterless bland) housing. You should be amenable to making adjustments to your very rigid setback rules to allow beautiful old healthy trees to remain in place. Some of these trees are over 100 years old and are being destroyed. this is disgraceful.

Example in point---700 Laurel. 2 beautiful healthy trees right on the neighbor's lot line were torn down because of your ordinance. These 2 trees could have been easily saved. Our entire neighborhood was in an uproar over this. Now we all get to look at a drab, characterless all white home that would fit right in in Buffalo Grove.

**Michael McCarthy**
I have been a resident of Wilmette for 29 years and am an avid gardener and an advocate of the preservation of trees, land, and the green canopy for Wilmette. The trees and greenery are what make our community more environmental and provides for protection of our properties and comfort in all seasons. I support a stringent Land Use Policy to assure that our trees are well preserved and protected. The new construction has created an adverse affect on our old trees, especially the oaks. I would like there to be a greater awareness in our community and in future assessment of size and depth of new construction which takes up much of the land and destroys the roots of our old trees, not just on the construction sites but also on the surrounding properties.

Thank you for addressing this critical need.

Peggy Kocian
I am writing to you to urge the Village to adopt a strong tree ordinance for Wilmette that will benefit our entire community, our natural ecosystem, and our planet.

I have lived in Wilmette for the past 16 years and have been a vocal advocate for many environmental friendly and sustainable protections and projects in our community. I am a HUGE fan of projects like the creation of the Gilson Bird Habitat gardens, the new pollinator friendly plantings along Central Ave and our downtown center, and all things Go Green Wilmette, all which help protect and improve the gem that is our town.

Today, like the Lorax, I am speaking for the trees. I have spoken on this issue in person in front of the Village Board on several occasions, but I felt it was important to add my voice in an email before your meeting. Our tree lined streets and neighborhoods are an essential part of what makes this village a beautiful place to live and visit, but they are so much more valuable than that. Our mature trees store carbon underground, filter and absorb rain water, help prevent flooding, clean our air, provide shade and temperature regulation, and provide essential habitat, food, and shelter for countless birds, animals, and insects. Putting serious protections and plans into place seems like a no brainer to me.

At one of the meetings I attended one member of the Board remarked that "Couldn't we just trust in the good intentions and honesty of our residents when it comes to removing trees and following recommendations?" Sadly, I do not think this is adequate. I personally have seen too many neighbors and friends think nothing of removing mature Oaks from their backyards because the trees disrupted their vision for the ideal kitchen addition, or remove numerous trees without a second thought and with zero permission simply because they wanted a sunnier yard. And many of the area landscape crews either don't know about the ordinances or don't really seem to care. Local builders continue to fit as much house into each lot as physically possible, max-ing out hardscaping and house size at the expense of our tree canopy and plantings.

For these reasons I believe it is essential that we create as strong a protection for our trees as possible. And this does not mean just protecting large, mature trees. This goes for smaller trees, too. After all, where do you think 100 year old oak trees come from? There seems to be some understanding of why we should protect larger trees, but many people don't think twice about removing a 4-8 inch tree. And if that is the case, then we won't have any 12-20 inch trees in years to come.

Another essential component of a strong tree ordinance must be in recognizing the value of the tree, and not all trees are created equal. A Ginko, for example, might be a lovely tree, but it provides next to zero value as a resource for wildlife. It provides no food for insects, no food for birds, no food for mammals. And if we don't have trees that feed wildlife in our village then we won't have any wildlife. Imagine a town with few butterflies and no birds. Our native trees, Oaks, for example, feed up to 500 different species of caterpillars which in turn feed countless species of birds. Serviceberry and Redbud trees, though smaller in stature and canopy, provide pollen and nectar for numerous
pollinators, are host plants for countless caterpillars, and also feed our migrating birds. So if we are going to plant, protect, and account for replacing our trees, we must consider the replacement and planting value as it pertains to our vulnerable ecosystems. If a tree must be removed from a property, then we must demand replacement plantings that will support our fragile ecosystem. It is not as simple as replacing one tree of a certain diameter with another tree of similar diameter.

I could go on and on. I am clearly passionate about this issue. I believe that in the next few years in particular, Wilmette has an opportunity to be a leader and a visionary in eco-friendly practices and projects. Issues surrounding climate change are here and are going to get worse. Rising temperatures, pollinator collapse, massive extinction of birds, threats to our lake and drinking water, and more severe weather and storms...the list goes on. There are many things we can't do as a Village to mitigate these disastrous effects of climate change, but there are many things we can. One of the most basic and important of those things is to recognize the value our trees play in our local ecosystems and environment, and strengthen our tree ordinance.

Thank you so much for taking the time to read my statement and those of our concerned neighbors and friends. I know as elected leaders you have many things to juggle as you make decisions. But let's work together to build and protect our beautiful natural resources.

Thank you.

Respectfully-
Amanda Nugent

--
Amanda Nugent (she/her)
Sweetgrass Gardens
atnugent@gmail.com
(312) 282-9566
Michael Braiman  
Village Manager  
1200 Wilmette Ave  
Wilmette Village Manager

Michael,

Thanks for taking the time to discuss our concerns regarding the proposed tree ordinance. As you stated in the conversation, the Village does value residential development and does not want to encumber it's progress. At the end of the day there are at least 2 extreme, and major changes to the ordinance, that if enacted, will essentially kill development (unless there are no trees in the buildable area):

1. The buildable area is now considered the proposed foundation plan of the house or addition.

The majority of lots are 50’ wide - a new construction house plan is a minimum of 35’ (it's just not possible to design houses on 50’ lot's then won't kill the side yards trees - Yes, you could design a 25’ wide house, but no prospective buyer or builder will buy the lot and no end user will buy a 25’ wide house.)

The over dig is 3’ on each side for a total of 41’ - so even with no fireplace or light well on the side yard, a tree will not survive.

We can't put fireplaces, and in many cases, window wells required for egress, on the front and back because then there will be no porch or patio or room for A/C condensers. (Zoning does not allow them in less than 10’ side yards)

WE HAVE ZERO ROOM FOR FLEXIBILITY ON SIDE YARDS.

Development will virtually stop without an "excavation zone" (lot line to lot line on side yards)

The buildable area must include lot line to lot line on the side yards or new houses simply can't be built.

It is too risky to pay a premium for the lot, carry the mortgage, pay an architect, pay real estate taxes, and pay utility bills, to submit plans for a house that can be denied in the variance process.

Under the current proposal, not any developer, or prospective buyers, would be willing to submit plans for construction to the village - other than the current inventory, or should they be lucky enough to find a lot with no tree interference.
2. Regarding the allowance of neighbor notification and acceptance: why would the neighbors be allowed to override an administrative decision to allow tree removal?
If you honor this claim from neighbors, where will it stop? I am a Wilmette resident, as are many of my fellow builders, and I would NEVER tell someone what they could do on their property - how can that be legal?
Imagine someone buying a property next door to a member of the Go Green committee and finding that out, after the fact. Hundreds of thousands of dollars would be lost on an undevelopmental lot.

I think I can speak for every current builder in town, as well as prospective buyers, that no one, will buy a property with the possibly of getting rejected by the ZBA.

The ordinance as written now will kill development, period.
Please delay this meeting so we can tell our side of the story to the residents and have a fair and honest debate.

Regards,

George Hausen
Developer and Wilmette Resident

Diane Wilson
Developer and Wilmette Resident

Dan McIntyre
Developer and Wilmette Resident

Bill Sapienzo
Developer and Wilmette Resident

Mike Venechuk
Developer and Wilmette Resident

Joe Rodriguez
Developer and Resident
Dear Trustees,

I’m writing in reference to the proposed ordinance regarding the maintenance and improvement of the Wilmette tree canopy.

The fees outlined in the proposal are exceedingly high and will force developers to pass the costs of tree removal onto the residents that buy these homes. This seems like a way to extract more fees from residents when we already have a high tax burden. If it were simply about the tree canopy, then I’d have expected the village to do more about replacing trees that have been removed from the parkways. A case in point: three parkway trees were removed from the area adjacent to my property (400 Park Ave) last year and have yet to be replaced. I placed a call to the village about getting replacements when the trees were removed and I was told I could pay to be put on a wait list. I offered to do so and was never sent any information as a follow up. If the tree canopy were of paramount importance, I recommend that village fulfill its responsibility to plant removed parkway trees rather than enacting an ordinance that will wind up costing the taxpayers more money.

My hope is that resolution be delayed until a more comprehensive study of the issue can be done so that the impact on taxpayers is better understood. I’d also ask that we prioritize the replacement of removed parkway trees prior to levying these fees on builders.

Regards,
Jeremy Gold
-----Original Message-----
From: Marilee Cole  
Sent: Monday, February 7, 2022 6:48 PM  
To: Comment, Public <publiccomment@wilmette.com>  
Subject: Tree Ordinance

I urge you to vote for the strongest tree ordinance possible. For beauty, for health, for preservation of birds, insects, and other wildlife. We are a village of trees and we want to stay that way! Let’s do the right thing and not give in to builders or citizens who don’t mind cutting down a tree that took a hundred or more years to grow, so that they can build and build and build, and destroy what we all need most- trees, for health, for beauty, for the next generation.  
Marilee and Matt Cole

Sent from my iPhone
Dear members of the Village of Wilmette Board,

My husband and I have been Wilmette residents for 39 years. We have always loved the beautiful trees in Wilmette. Please do all you can as a board to ensure that we maintain the strongest possible policies needed for maintaining trees. Unfortunately we have witnessed 200 year old oak trees on our block being cut down just for a house that could have been placed on the lot in a way that could have saved the tree. I could give you other examples of thoughtless destruction of trees in Wilmette we have seen. However, much more good has happened as seen by the Wilmette tree planting program led by my friend, Kevin Sorby who is head of the Village Forestry Department. I could name many other outstanding Village employees we have worked with to help maintain this property for all these years!

Please do support our Village Land use Committee and all of their recommendations for creating a stronger tree ordinance. My husband and I created, along with our neighbors' help, The Village of Wilmette Thornwood Prairie Preserve 23 years ago. We have been so thrilled with all of the outstanding support our Village of Wilmette's Streets and Sanitation department has given us for the ongoing beautification of this three block long, 20 feet deep property that is on the north bank of Kenilworth Avenue, across from Thornwood Park. Every spring, Kevin Sorby and I meet and assess all of the trees to see which ones need to be taken down because they are safety hazards when they begin to die. We have been able to sponsor 11 Eagle Scout candidates who have enhanced the trees in many ways. Six of the trees on the property are marked with their botanical name and common name. That was one of many Eagle Scout projects that has helped showcase important trees that are native to Illinois. Our Village has also planted on the property with our help, three trees that are all native to Illinois. So, you can see that we LOVE our local trees!

We appreciate all of you and what you do for our Village of Wilmette!

Most sincerely,
Norwood, Karen

From: Comment, Public
Sent: Monday, February 7, 2022 6:50 PM
To: Norwood, Karen
Subject: FW: Village Tree Ordinance

-----Original Message-----
From: Jennifer Thompson
Sent: Monday, February 7, 2022 6:42 PM
To: Comment, Public <publiccomment@wilmette.com>
Subject: Village Tree Ordinance

To all Concerned:

I am in full support of a thoughtful review of the Village Tree Ordinance, resulting in a rewritten ordinance that is protective of existing trees and supportive of best practice planting of trees in the future. Thank you for your work on this project. Jennifer Thompson
To the village of Wilmette trustees,
I would hope you are backing a strong ordinance to protect the trees in our village.
Thank you,

Margaret Minogue
From: Monica Kazmier  
Sent: Monday, February 7, 2022 5:22:42 PM  
To: Comment, Public <publiccomment@wilmette.com>  
Subject: Tree Ordinance Support Letter  

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.  

Please see the attached support letter.  

Thank you!  

Monica Kazmier, M.Ed.  
Kazmier College Consulting, Inc.  
Licensed Clinical Professional Counselor
Date: February 7, 2022
To: Village of Wilmette Board of Trustees
From: Monica Kazmier

When I moved to Wilmette in 2011 from my home in Chicago one of the first things I did was hire an arborist to tell me what the ten trees were on my property were. Why? because I had ten trees on my property! I was thrilled.

Having moved from a renovated two-flat single-family home, which had a postage stamp of a yard, I had one tree in my front yard in Chicago. Now I had ten on my property alone and to boot, they are all different and amazing. From oaks, to maples, to locusts, to pines, and even to my elms, which I affectionately refer to as my three “other children” because they cost so much to maintain (i.e. $2k for every treatment per tree to prevent Dutch elm disease and roughly the same for consistently trimming!), I stand in awe of them.

Many a times I find myself driving away from my house looking back on how massive and awesome they are. In addition to this, I know that they protect my house from the wind and snow, while offering privacy to my yard. Yearly, I observe the same cardinal pair making a nest in my backyard pine as well. It goes without saying that I am a lover of nature, and stand in awe of tress, which offer so much to my daily life, such as color, life, protection, entertainment, as they do to my family. Are they a nuisance or a pain sometimes? Yes, but we are living amongst them, so we need to expect that and also respect them.

For these reasons, improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an
ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,

Monica Kazmier
I am very much in favor of a strong tree ordinance. Please protect our village trees.

Sent from Ann McArthur
Norwood, Karen

From: Comment, Public  
Sent: Monday, February 7, 2022 5:43 PM  
To: Norwood, Karen  
Subject: Fwd: Tree protection policies

Get Outlook for iOS

From: Linda Stremmel  
Sent: Monday, February 7, 2022 5:03:10 PM  
To: Comment, Public <publiccomment@wilmette.com>  
Subject: Tree protection policies

Please support strong, long term protection for our neighborhood trees.  
It’s a desperate situation and the climate needs all trees it can to help offset the emergency.

--  
Linda Stremmel Certified Coach, Yoga instructor "Quiet the mind, Soothe the body, Ignite the spirit"
Dear Mr. Sheperd,

We are long time Wilmette residents, and would like to thank the Village Board for their interest in improving Wilmette's tree ordinance.

MARK KRAEMER
The old growth trees we enjoy in Wilmette today provide many benefits to our community. Throughout the year, old growth trees enhance the beauty of our neighborhoods, improve air quality and make Wilmette an attractive place to live, thereby enhancing property values. These benefits should be preserved with strong ordinances that protect our trees.

It is possible and advisable to do this. Many other cities and towns across the country have acted to strengthen their tree ordinances—Wilmette should too!

New construction is a fact of life in our world, but strong tree ordinances can provide guidance for how trees can be protected during construction. Removal of old growth trees should be a rare occurrence, and if these trees are removed, strong rules should be put in place that require they are replaced with new ones.

Wilmette's current tree canopy provides so many benefits to our community. In a world in which flooding is becoming a constant issue and problem, old growth trees can help mitigate damage to property caused by water damage.

Let's not take our trees for granted! I hope Wilmette will enact the strongest tree ordinances possible to preserve the quality of life we enjoy today.

Thank you for your work on this issue.

All the best,
Mark and Christine Kraemer
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<tr>
<th>From:</th>
<th>Comment, Public</th>
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<td>To:</td>
<td>Norwood, Karen</td>
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<td>Subject:</td>
<td>FW: Tree Ordinance</td>
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<tr>
<td>Attachments:</td>
<td>We sent you safe versions of your files; Letter to the Village board- ReoShugrue.pdf</td>
</tr>
</tbody>
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**From: Ann Reo**

**Sent: Monday, February 7, 2022 11:51 AM**

**To: Comment, Public <publiccomment@wilmette.com>**

**Subject: Tree Ordinance**

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Sent from [Mail](#) for Windows
Date: February 5, 2022  
To: Village Board  
From: Ann Reo & Joseph Shugrue

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

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Thank you,

Ann Reo & Joseph Shugrue
Dear Village of Wilmette Trustees,

I appreciate the opportunity to share my concerns regarding the preservation of trees in Wilmette. I urge you please to listen to our advocates from Go Green Wilmette and their recommendations on rules to preserve our trees.

We often forget that just as Houston is a coastal community, so is Wilmette. Houston has been prone to dramatic water control issues. Houston has suffered from poor planning and a short term growth mentality, excess real estate development, removing natural areas, chipping at the coast, and extracting minerals and ground water.

Similarly, in the 28 years that I have lived in Wilmette, over development has been constant. It does not take an engineer or an environmentalist to know that there will be problems when we fill in the spaces where water is meant to go and fail to maintain the tree and plant growth.

Without trees, rain runs off soil and into rivers and the lake, raising the water levels. Trees help keep soil in place. Their roots soak up water. Even trees' leaves help prevent flooding. When raindrops bounce off them, the water doesn't hit the ground as hard.

We finally addressed at great taxpayer cost the issue of stormwater, an issue that has been on the village’s plate for some fifteen years or more. We also know that the changes likely will not fully address all the stormwater problems in the future. Trees are part of the long term solution.

In addition, trees produce oxygen, with larger, older trees being the most productive. Trees remove pollutants from the air. Trees reduce building energy use by lowering temperatures and shading buildings during the summer, and blocking winds in winter.

I support strong protections for our village trees.

On a related note, I urge the Village Trustees to re-evaluate its rules for building construction. It's my observation that the overall size of individual homes in Wilmette seems to have doubled over time, as have the sizes of nonresidential buildings. Newer homes are not only wider and longer, but deeper and higher. Driveways and patios seem to have expanded. Newer homes are built on elevations above older homes, with grades that punish residents preserving older structures at original grade. If we are to preserve tree roots and canopies, we must have better long term construction rules.

A bigger budget is not a better village. More real estate development does not improve us. Sustainability is a long term process that resists the influences that demand constant growth.

Thank you for your service.
Sincerely,
Michele H. Thorne
we support Wilmette’s tree ordinance. We have lived here for 50 years. Joni and Sandy Asams
Lynda Behrendt, PsyD, RN

--- Forwarded message ---
From: Lynda Behrendt
Date: Mon, Feb 7, 2022 at 11:04 AM
Subject: Tree Ordinance
To: <publiccomments@wilmette.com>

I support a program in Wilmette that monitors what trees are removed from any property. Trees are a part of the identity of this village.

In my lifetime I have seen the Elm trees die and the Ash trees cut down. I remember years ago my father worked with the Village to arrange the placement of Manor drive to protect a hundred year old Chestnut tree. It was beautiful and also a part of Wilmette history. I was sad when years ago a new neighbor built a large home..The expanded basement cut the roots of a two hundred year old Oak tree. The owners moved but the tree was killed.

Our trees are alive. They are not man made: patios, swimming pools, or garden sheds. But man can destroy them. We are stewards of these living trees and plants. We also need them for shade, oxygen, habitat for birds and animals necessary for our own existence. They control noise and rain management.

As a psychologist, I have read research that reports that nature assists our human need for peace, relaxation, mental health. We need more of it.....not less.

Allowing owners to cut down trees without careful consideration benefits no one in the long run.

I encourage the Board to be good stewards of this tree filed community.

Lynda Behrendt, PsyD, RN
Licensed Clinical Psychologist
Dear President Plunkett and Village Trustees,
I am glad to see that you will be considering a revised tree ordinance for the village tomorrow night. I know the Land Use Committee and village staff have worked long and hard to strengthen the existing ordinance, and I fully support the strongest possible tree ordinance for the village to reduce pollution and flooding and to preserve our natural heritage.

Thank you for your volunteer service to the village.

Jon

--
Jon Marshall

I am writing in support of the tree canopy ordinance. It's good for the environment and preserving the character of our beautiful village.

Best,
Leslie Weyhrich

20+ year resident of Wilmette
Norwood, Karen

From: Norwood, Karen
Sent: Monday, February 7, 2022 7:25 PM
To: Comment, Public
Subject: letter to the village board Re: tree ordinance
Attachments: We sent you safe versions of your files; Date.pdf

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.
Date: February 5, 2022
To: Village Board
From: Sherri Simpson

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

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Thank you,

Sherri Simpson
Hi. I've lived in Wilmette since 1995 and am in support of a strong tree ordinance policy. Please preserve our trees!

Thank you,
Carol Finnegan
To the Village Board:

I have lived at [insert address] for over 30 years. Like many people, I believe that Wilmette's stock of mature trees is one of the community's most valuable assets. I have reviewed the Land Use Committee's in-depth report on the protection of trees, and I wholeheartedly support its recommendations.

Very truly yours,

Eileen Kelly
Norwood, Karen

From: Elizabeth Seager
Sent: Monday, February 7, 2022 9:04 PM
To: Comment, Public
Subject: Adopt Tree Ordinance Proposed by Land Use Committee

I am writing in support of the proposed Wilmette tree ordinance. The Village staff and Land Use Committee have done a wonderful job identifying the shortfalls in the Village’s existing tree policies and proposing important new policies and fees that will hopefully go a long way to preserve the Village’s old growth trees and urban tree canopy.

I urge the full Board of Trustees to adopt the ordinance as presented.

Thank you.

Elizabeth Seager
20+ year resident of Wilmette
Wilmette Trustees,

Ahead of tomorrow's Land Use Committee meeting I would like to voice my support for a strong tree ordinance for Wilmette.

As a lifelong resident of Wilmette for over 57 years I am intimately connected to this village, to this land and yes, to the trees in it. When my father, an architect responsible for designing and developing a great deal of our village would build any new house or complex I remember vividly as a child begging him not to cut down any trees in the process, that each was so integral. How I knew this in my bones as a young girl I can't explain, but I did.

I've watched homeowner after homeowner cut down trees when they were in the way of their envisioned design. On the street I've lived on for 27 years, Lockerbie Lane, so many trees have been cut down, just this last summer, on the whims of homeowners who want to build more, bigger, newer. Lost are trees that would have absorbed stormwater, stored carbon, reduced air and noise pollution, provided cooling shade, brought food and shelter for insects and birds, not to mention just existed beautifully.

Wilmette must require at the very least the replanting of new trees when trees are cut down. The Land Use Committee should be applauded for all the work they have done thus far, and I support the recommendations they are presenting to the Village Board Tuesday. But I urge the Board to consider even stronger tree replacement requirements and protection for trees during construction. I urge you all to improve the ordinance.

Thank you,
Susan Balaban
Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

We have lived here 10 years and have noticed a startling loss of trees. Effective urban planning is needed now.

Thank you,

Brae Korin
I have resided in Wilmette for over 30 years and never fail to marvel and appreciate the old/new canopy of trees. Without the old magnificent trees gracing our neighborhood Would have a negative affect.
Please maintain our trees and landscape because Wilmette is an oasis and should remain so for generations.

Thank you

Shirley Pfenning
I am a long time resident, designer, builder and realtor, in Wilmette. 
And am writing because I feel the Village will be making a HUGE mistake if they pass the proposed tree ordinance.

Wilmette has become the most desirable north shore suburb to move to and live in, in recent years. There are several factors that contribute to that, one of which is property development.

If you pass the proposed tree ordinance, that development will be stopped.

1. Buildable lots - which includes new construction as well existing homes with additions, are extremely desirable to families wanting to buy a house and raise their families in Wilmette.

If the new tree ordinance is passed, the ability to develop a house on a 50 wide lot, which represents the majority of most Wilmette lots, will be extremely reduced.

Many of these houses and lots are pre-purchased by prospective buyers and developers knowing that they will be building or adding on to a house. This buyer typically pays a premium for the house knowing that they can proceed with a plan. Buyers will not continue to buy houses, not knowing if their requests will be allowed, therefore resulting in a decrease of lot development.

2. Neighbor notification and the ability to stop tree removal on another owner's property:

why would the neighbors be allowed to override an administrative decision to allow tree removal? If you honor this claim from neighbors, where will it stop? how can that be legal? Imagine someone buying a property next door to a member of the Go Green committee and finding out, after the fact, that they can petition to not allow for tree removal. Hundreds of thousands of dollars would be lost on an undevelopmental lot.
Again, if an owner has to submit for a variance to remove a tree and the neighbor can voice
against that, the owner is not likely to go through the process or make the investment in the project knowing at the
onset that their request may be denied, therefore resulting in decreased lot development.

3. Side yards as buildable area:

Most Wilmette lots are 50' wide, and most houses and additions are designed to maximize
the current setbacks. If a lot line tree is in the "building pocket" and these trees cannot be removed, the house or
addition cannot proceed. The answer to this might be: redesign the house or addition to avoid the tree. In order to
maintain a reasonable distance from lot lined trees, the proposed house/addition would, in most cases, result in a 25'
wide, or less, structure, or an oddly designed house. Buyers will not risk their investment to design something that is
odd or not marketable, again, resulting in decreased lot development.

It is too risky to pay a premium for the lot, carry the mortgage, and pay an architect, to submit plans for a
house that can be denied in the variance process.

4. Unsellable houses:

For houses that are in question to buyers as to whether or not their house will sell,

buyer's are not going to risk their purchase on applying for a variance that may or may not

be accepted. (There are some houses currently in Wilmette that are not sellable due to code restrictions). Old houses
that are in major disrepair and/or are in unsuitable locations on the lot, will not be sellable, therefore resulting in
decreased lot depreciation.

5. Lastly, the proposed ordinance offers a few options for tree removal: fines vs. tree replacement. We feel the current
policy on tree replacement should remain, and encourage

reasonable amounts of tree planting vs. huge fines. After all, isn't maintaining tree canopy the end goal?

The proposed tree ordinance, will no doubt, reduce lot development.

I feel that the board should look at the big picture when deciding the factors that influence tree removal. Please
extend the time on this decision, that has a greater impact on our community, other than just
the loss of trees.

Sincerely,

Diane Wilson
Dear Village Board members,

I am writing to you all to express my full support of strengthening our tree ordinances to the fullest extent possible. I have listened to and read the letter that was presented to you at a meeting a couple of months ago by Beth Drucker of Go Green Wilmette and I agree and support what Go Green Wilmette has researched and stated as the best approach.

Our family has lived in Wilmette since 1995. We own a 50 x 200 foot lot with 7 150+ yr old oaks, plus a variety of other native trees. It takes a lot of time, effort, consideration and money on our part to be the caretakers of these trees while we live in our house so that my neighbors and the village can benefit. I don’t want the next person who owns my house to be able to undo all of our expense and efforts. It’s just not right. If homeowners want to take a tree down they MUST be required to pay a VERY hefty fee. If the fee is too low they won’t think twice and just add that to the cost of construction.

We need solid village support in protecting the existing trees, charging high fees for cutting down trees, planting new native species trees(particularly oaks), and educating the public and the village and the park district about all aspects of this issue.

Thank you for reading our views,
Cady and Phil Liederbach

Sent from my iPhone
Thank you to the Village Board for reading our letters about this dire matter of Tree Preservation Policies in Wilmette!
My letter is attached.
Thanks,
-Jenny Demetrio
Date: February 5, 2022  
To: Village Board  
From: Jennifer Demetrio  

Improving Wilmette's tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette's large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette's greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

I have lived in Wilmette my entire life and this is of the utmost importance to this community. Thank you for doing this service.

Thank you,

Jennifer Demetrio
Sent from my iPhone
Date: February 5, 2022
To: Village Board
From: Peggy Kocian

(Resident fir almost 29 years)

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

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A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is essential.

Thank you. Peggy Kocian
Beautiful mature trees is what makes Wilmette a beautiful green community. Urban trees are stressed because climate change and environmental pollution. We have an obligation to preserve and care the existing trees. In my opinion this obligation is far more important than clearing the land to build yet another oversized home. Builders and architects can and should be creative to protect our neighborhood trees. Please don’t allow them to continue removing hundred year old trees and replace them with twigs of short lived trees species like Honey Locust.

Regards,

Mary Kaplan
Comment, Public

From: Gale Teschendorf
Sent: Tuesday, February 8, 2022 11:14 AM
To: Comment, Public
Subject: Trees

We need a law that protects existing solar panels & gardens from new trees because they are better than trees for protecting the environment because they reduce CO2 consumption instead of temporally trapping CO2 as trees do. I for one can not get a solar company to put panels on my roof and sell electricity back to me due to too much shade.

Best regards,

Gale Teschendorf

"Santa uses quantum physics to deliver to everyone in just one night. Provided no one observes him, he can be in multiple chimneys at the same time." - Unknown

"You cook bacon, but you bake cookies." - Unknown

*<l{:-o}}
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Thank you,

Philip and Kathryn Suse
Fyi ..we have been Wilmette residents since 1983 and have witnessed the unnecessary loss of too many healthy and majestic trees due to construction and landscaping projects.

On Feb 8, 2022, at 1:01 PM, Philip Suse wrote:

Date: February 5, 2022
To: Village Board
From:

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Thank you,

Philip and Kathryn Suse
Hello Trustee and Board members!

Thank you for your dedication in finding a workable solution to maintain the tree canopy of Wilmette. It can be taken for granted. How this treasure of mature trees in our village adds to our daily life. Several mature trees have been lost to old age on my block alone! The vista without them is stark! I am doing my best with the village program to replace them!

I live across the street from Baker School. I know they have a program there to educate students about trees. They plant on Arbor day. All Wilmette schools in The New Trier district should stress this activity with their families. We need the young population involved too. With action.

Whatever new ordinance we can pass must have adequate funds to help water the newly planted parkway trees, I see too many young ones not make it for thirst, and funds to more frequently prune the established.

Let’s do this!

Thank you
Claire M.
Hello,

My name is Alaina Keipert. I have lived in Wilmette for 18 years. I believe that improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements. I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits that trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy. A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,
Alaina Keipert
I have read this letter and I support its message. I am hopeful that the board will approve this policy.

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Thank you,

Barbara Keer
Hello!

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Thank you,
Lilia Kogan, 15 years in Wilmette
Hello Village of Wilmette President & Board Members,

I wish to comment on the following:

6.1 LAND USE STANDING COMMITTEE REPORT

6.11 Presentation of Land Use Committee’s recommendations regarding tree preservation policies.

I have been a resident of Wilmette for 45 years and have always appreciated Wilmette’s care of its trees. Wilmette’s proud slogan is “TREE CITY, USA” and Wilmette has consistently done a fine job of planting new trees throughout the village. However, it is my feeling that Wilmette should back up that slogan with better preservation policies for its existing tree inventory, both public and private.

Thank you for your consideration of improved tree preservation policies in Wilmette!

Will Heelan
To the Village Board--

Attached is a letter on the importance of improving Wilmette's tree ordinance.

Thank you,
Katie Turner and Charlie Suse
Date: February 8, 2022

To: Village Board
From: Charlie Suse & Katie Turner

Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

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A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

One of us is a lifelong Wilmette resident and this issue is incredibly important. We appreciate your time.

Thank you,
Charlie and Katie
To Whom it May Concern,

My name is Erik Schwinger, I am the Designated Managing Broker of Baird & Warner in Winnetka. As a long-time local business with interest in the communities within which we live, work, and represent clients, I am writing today to voice some concerns with the proposed Wilmette tree ordinance that will be brought before the Board this evening (Feb. 8th, 2022). In my understanding, the tree ordinance being proposed will place a great deal of restrictions on developers' and property owners' rights to build new homes and renovate existing homes. As you may know, the housing inventory shortage affecting towns and cities nationwide is particularly acute in our North Shore communities - Wilmette in particular. There are not enough homes to meet the demand for people who want to live in the area. One way to alleviate this imbalance is through the construction of new homes, and another is through the renovation of (older) existing homes to bring them up to the standards today's homebuyer expects. The proposed ordinance will make both of those solutions more difficult (if not impossible), and may have the unintended consequence of discouraging future residential development in the community. Should residential development dollars go elsewhere, it will have a domino effect of negative impacts on the economic development and sustainability of Wilmette as a desirable place to live.

One of the greatest benefits of living in Wilmette is the beautiful foliage that makes the neighborhoods so bucolic. The intent of our concern today is not to change that character of the community, and we do agree that the existing ordinances should be updated to include a stronger tree replacement requirement when trees do need to be removed. That said, the proposed plan goes far beyond what we feel is necessary to protect the quality of life and surroundings in Wilmette, and may in fact have a detrimental effect on the community’s economy.

While Baird & Warner is a residential real estate company and we do have an interest in continued development, we (as a company) have a long history of prioritizing responsible development and the conservation of green space. We understand the value of trees as an integral part of our surroundings and the many benefits brought by a healthy canopy and green space (from attracting residents to attracting businesses). Recently, Baird & Warner was instrumental in procuring land for and creating the 606 Trail in Chicago and redeveloping that urban blight into a beautiful tree lined space. Our current President and CEO Steve Baird sits on the board of The Trust For Public Land, and we provide office space for TPL at our company headquarters at 120 South Lasalle in Chicago. The company's current efforts build on over a century and a half of Baird & Warner leadership in advocating for smart, sustainable, development. I mention all this to illustrate the fact that we at Baird & Warner are not simply interested in development for development’s sake, as might be the perception of these comments coming from a real estate company. All this said, there should be a balance between conservation and development. When the pendulum swings in either direction too far, it’s not a healthy situation. Our request is that more time be granted for further review and revision of the current proposal.

I appreciate you taking the time to consider our concerns. I welcome the opportunity to be part of the discussion should that be a possibility.

Respectfully,
Erik Schwinger

Erik Schwinger
Designated Managing Broker
ErikSchwinger.com
North of CHI Podcast
Addl material

From: Plunkett, Senta <plunketts@wilmette.com>
Sent: Tuesday, February 8, 2022 2:59 PM
To: Braiman, Michael <braimanm@wilmette.com>
Subject: Fwd: Tree ordinance

Sent from my iPhone

Begin forwarded message:

From: julie wallace
Date: February 8, 2022 at 2:29:04 PM CST
To: "Plunkett, Senta" <plunketts@wilmette.com>
Subject: Tree ordinance

Senta

I wish to express my opinion regarding the proposed tree ordinance as I am extremely against a blanket rule. Tree species, lifespan and location must be considered. If a property owner wants to rid their yard of any tree that should be their prerogative. Might I propose that a replanting requirement be issued. Ie a 36" diameter with a 25’ canopy would require a min of 4/5- 4” diameter trees at least 8’ tall or some other mutually beneficial formula. Thoughts?

Julie Wallace
Dear Village Board,

I support a robust tree ordinance that preserves and protects Wilmette’s large trees because we need to treat trees as an important part of our infrastructure. I want Wilmette to join the efforts of other concerned communities who are looking to the future.

1. Large trees help with climate change by absorbing carbon.
2. Large trees help reduce runoff into our sewer systems.
3. Large trees improve the air quality and temperature all around them.
4. Large trees improve the attractiveness of the Village.

I would like to have an ordinance that:

1. requires property owners who remove healthy and mature trees to replace the trees so that, at least in the long run, the benefits listed above are replaced.
2. requires that trees be adequately protected during construction because construction often damages trees.

Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

Thank you for your consideration and your service on the Board.

Elizabeth Martin
Once again the village of Wilmette is sticking it's nose where it doesn't belong. Prohibiting people from removing large trees from their property for whatever reason smacks of government over reach. Paying all the taxes we do, it should be the home owner that makes the decision to remove a tree, not that of their neighbors that seek to control those decisions. Raising fees so dramatically? Is the village that hard up for money? If the village wants more trees then plant some! red Government interference blue Government over reach. Protect the Wilmette citizens from us reasonable tree removal fees.

Debbie VanHeck
Comment, Public

From: Will Heelan
Sent: Friday, February 18, 2022 7:34 PM
To: Comment, Public
Subject: Comments on Proposed Tree Ordinance

TO: Village of Wilmette President and Board of Trustees

I am a 45 year resident at . I received a door hanger solicitation recently designed to scare me into arguing against the proposed tree ordinance. It is doing exactly the opposite. It states that the current tree removal permit is only $29 - such a paltry fee for removing a tree of any size is distressing! The Village of Wilmette prides itself on being a “Tree City USA” and I think it is time to introduce a tree ordinance that truly protects our precious resource of established trees. I believe the proposed tree ordinance changes are good, that they appropriately attempt to deter unnecessary tree removal -- especially of large trees, and especially of historic trees such as oaks -- without burdening homeowners who need to remove damaged or smaller trees, or the sorts of typical tree removal homeowners sometimes need to do.

The deterrence is targeted toward the types of tree removals that, frankly, make us all sad. The removals that get neighbors up in arms because we have loved these trees for as long as we’ve lived here, and we don’t believe their removal should be so easy.

The proposed changes also bring Wilmette in line with most of our neighboring communities that currently have stronger tree protections than Wilmette.

Please approve the Tree Ordinance changes for Wilmette.

Thank you!

Sincerely,

Will Heelan
Good Evening -

We wanted to express our strong support for the new Tree Preservation Ordinance. We have personally seen too many apparently healthy trees being culled to the detriment of the beautiful canopy that pervades Wilmette and helps make our Village the special place that it is. While new plantings do not immediately remedy the loss resulting from tree removal, that obligation - coupled with the fees to be assessed - will hopefully help preserve the greenery found throughout Wilmette.

Thank you for seeing this initiative through to final approval.

Jeremy & Shannon Page
I support a strong tree ordinance to protect the tree canopy in Wilmette. Trees on private property need to be a part of this.
Thank you.
Georgia Gebhardt

Sent from my iPhone
We have lived in Wilmette for over thirty years and the greatest feature of this community is our beautiful trees ... they are a necessary component of our lives! They provide shade, shelter, beauty and contribute to the health of our environment.

C. Krofl
Wilmette should at minimum have a tree ordinance that meets the thresholds required in similar local communities. Trees are so central to the village character that a tree is on our boundary signs.

Stacey Blasko
Sent from my iPhone
To whom it may concern,

I am writing today to share my support of the proposed tree ordinance. Our current ordinance that allows large, healthy trees to be cut down for $29 with no questions asked is inadequate to say the least. I appreciate the trustees taking on this important task to help maintain the beauty and character of our community.

Thank you,

Margo Chambers
Dear Trustees,

Please, please protect our community now and for the future. Enact the strictest tree ordinance possible.

Joab and Tina Oberlander

Sent from my iPhone
I think the proposed ordinance on tree preservation should be passed. We need out trees!!!

Dianne Sawyer Lipkin
Sent from my iPhone
Comment, Public

From: Bruce Davidson
Sent: Saturday, February 19, 2022 7:22 AM
To: Comment, Public
Subject: Tree Preservation

Dear President and Members of the Board of Trustees

As a nine-going-on-ten year resident of our wonderful Village, I appreciate the Board considering strengthening our Tree Preservation policies. The loss of canopy we’ve suffered under the current policies is really distressing, and it's unnecessary.

We’ve had a personal experience: the house across the street was torn down and a larger home replaced it. One 3’ diameter Bur Oak came down immediately. A second Oak of similar size was supposed to be preserved, but after a couple of years it, too, had to come down. As I walk the Village I observe that there are very few large trees in the yards of the new “renovation” homes.

Hopefully the proposal will reduce this destruction. The Village works hard to preserve the trees on its public spaces, and we need to do the same for the greater canopy that’s on private lands.

Thanks for all the work you do as Trustees!

Bruce Davidson
Dear Board of Trustees,

I’m writing to show my support for the proposed tree preservation ordinance. We’re so lucky to have such a beautiful tree canopy. It’s one of the things that makes Wilmette such a lovely place to live.

Thanks for considering,

Karen Reinbold

Get Outlook for iOS
Trustees:

I have read the presentation, policy summary and meeting minutes and think the Land Use Committee has tried to walk a fine line while being pushed by a vocal minority with a specific decades old agenda. I remember when the current permit fee was instituted to help track our tree removals. There was a notion that there were excessive tree removals but the Village had no data to support that argument. That said, after reviewing the data provided to the Land Use Committee, I’m unpersuaded that a problem exists and that we fully track our canopy. For example, I have removed zero trees from my property but have planted four trees. This is not recorded anywhere except in my checkbook. Do I get a credit for trees planted if I need to eventually remove a tree? Do we have a problem?

Regardless of how you answer the above I look at this proposed policy on three parts:

1. The permit fees
2. Protected tree fees
3. Heritage tree fees

Permit fee:
I hope the increase in the permit fee accurately reflects the actual cost of issuing the permit.

Protected tree fees (tax):
I think the fees are at least twice a much as they should be. A 10-12 inch tree is a relatively small tree, maybe 6-8 feet, and a $1000 fee in lieu seems very steep. I would hope people would replace trees but it is “their” tree, not “our” tree. The property owner owns the tree and should have full rights associated with its care.

Heritage tree fees (tax):
A $3500 fee for a 20 inch tree creates a hardship and is not consistent with or aligned to anything. It’s simply a penalty. There is no disguise for it. The fee is penalty for having made a decision to remove a tree on your private property.

The summary of my thoughts is:

1. We have not established that we have a problem.
2. Don’t be fooled, the proposed fees are essentially a new tax on Village residents.
3. We need a mechanism for rewarding trees being planted (i.e., do property owners get credits for trees planted in 2021 if they need to remove a tree in 2022?). Do we need a “tree bank”?
4. If an ordinance is enacted I encourage fees/taxes to be checked against reality, not based on what other Villages have done. By “checked against reality” I mean what it would cost the Village to plant a tree elsewhere.
5. Where to the proposed fees go once collected? The general fund? A special tree replacement budget?
6. Please remember that the ordinance treads on individual property rights. The ordinance is a conversion of personally property right into community rights...something I do not support. What’s next? Requiring property owners to proactively plant trees? A special tree tax? A tree trimming tax?

Thanks for all you do.
Cam
Cameron Krueger
Comment, Public

From: Norm Ryan
Sent: Saturday, February 19, 2022 7:59 AM
To: Comment, Public
Cc: bkorin@uchicago.edu
Subject: Trees

Please act with good judgement and representative responsibility at the upcoming board meeting to protect our mature trees in Wilmette. The removal of such trees, as for example, in the building of oversized houses with devastation of trees on the building sites, is not good urban planning. Short term gain should not be allowed to harm our village permanently or for years in the future.

The current tree ordinance proposals are in alignment with thinking on the North Shore and give very thoughtful protections for homeowners caring for their properties or wishing to make appropriate expansions. Good, careful urban planning today will pay significant dividends to our community in the future. We will face the consequences of reduced vitality and character in our village if firm and principled stances are not taken now.

Norman S. Ryan
Brae Korin
I strongly support the proposed Tree Preservation Ordinance and I hope it passes. We cannot allow the loss of our great tree canopy on private on public property in Wilmette.

John O'Callaghan
Wilmette
We need a thoughtful ordinance that protects the beautiful old trees in Wilmette. These trees are an asset we should savor.
Carol Fletcher
Wilmette Resident

Sent from my iPhone
I am a Wilmette resident since 2017. I have seen too many healthy trees come down just so people can build on or clear their property. It’s a tragic loss of beauty, village character, and environmental benefit.

I support most of the provisions, but please do not accept FINES in place of planting new TREES. Fines are just taxes for rich people. The developers in Wilmette will happily pay the fines instead of planting new trees - what we need more than marginal revenue is a healthy thing tree canopy here in Wilmette.

Thank you,

Andrew Reinbold
I am in support of the proposed tree ordinance. As a Wilmette resident, it has recently saddened me when I see huge trees being cut down deterring from the beauty of the area and making the area less hospitable for birds and other animals.

Sincerely,
Karen Uselmann
Thank you for considering action to protect the Wilmette environment and doing our community's part to lead in addressing climate change. Please approve the ordnance to protect our trees, our environment and our health.

Thank you, Jeff Sirota
I believe it makes sense to consider the possible impacts of the regulation. For example if a resident removes a 40” Cottonwood tree, does the village really want the individual to plant 20 2” trees on the 7500 sq foot property? I think the property would look like a tree nursery. I suggest a requirement of fewer trees perhaps of a limited type and minimum size along with fees would create a more clear policy.

I also believe that failure to consider the existing tree canopy of a property fails to allow for appropriate culling of trees to provide for healthier and prettier trees especially when 6” trees are under the property tree canopy.

Thank You
Hello:

My wife, Andrea Berggren, and I live at ___________ and we strongly support the tree ordinance. One of the great benefits of living in Wilmette is its spectacular assembly of trees, including many that are more than 100 years old. We have five large oaks in our yard, and we prize them. Too often, trees are seen as just disposable property. But we are not the "owners" of trees. We are the guardians of these living entities, which in many cases will be around long after we are gone. Trees are an important part of the ecosystem, with a large oak tree supporting as many as 500 species of plants and animals and mitigating hot temperatures in the summer. Wilmette has been recognized by the Arbor Day Foundation and others for its beautiful trees. Indeed, trees are part of the very essence of Wilmette and this ordinance is essential to continuing that tradition.

Sincerely,

Kyle MacMillan
Good morning,

I am writing in support of a new Village ordinance that would protect our trees. Since we moved to our street 9 years ago, we have watched multiple lots be wiped clean of the old oaks and beautiful, healthy trees. One developer is notorious for wiping the lot clean and then not replacing the canopy when he is done. Trees that he does leave are so badly damaged at the roots, they must be taken down by the owner in years to come. These developers move fences to protect the trees, or don’t bother even trying to protect them at all so that they can move more easily about the property with their large trucks, excavators, etc, during construction. I have spoken with the Village arborists on multiple occasions about what they can do to help save the trees, and they seem to feel their hands are tied when the trees are on private property.

Please consider measures that would maintain the canopy and protect the trees that help give Wilmette such beauty.

Thank you,

Annie Heffron
Dear Village Trustees,

Regarding the new tree preservation policies suggested by the Presentation of Land Use Committee, I would hope that this policy applies to governmental bodies as well as homeowners. For example, the Park District has removed half a dozen trees from the north west corner of the Community Playfield in recent years and seems to have no intention to replace them.

Thank you, Jen Marzouk
Comment, Public

From: Nick Valavanis
Sent: Saturday, February 19, 2022 10:57 AM
To: Comment, Public
Subject: Wilmette Tree Ordinance
Attachments: We sent you safe versions of your files; Letter to the Village board- Feb 4 (1).pdf

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Good morning.

Our letter to support a more robust tree ordinance is attached.

Regards
Nick and Tia Valavanis
Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy, mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving and protecting our canopy is not a luxury but a necessity.

Thank you,
Nick and Tia Valavanis
We moved to Wilmette in 2015 after many years of living in the city and spending weekends in the north shore suburbs. We found Wilmette to be an ideal & charming suburb with it’s large shade trees, red paved brick streets, original street lamps and variety of house styles (and a friendly & welcoming village and residents too).

While we encourage new construction & residents, it has been disturbing to see many homes being sold, demolished and the property’s mature trees cut down. There are stretches in Wilmette-particularly along Michigan and in the CAGE-that are resembling new suburban tract home developments, with big homes and small stick trees in place of mature trees. Ironically some of these homes display Keep Gillson Green signs.

We encourage the village of Wilmette to adopt the tree ordinance and Keep Wilmette Green.

Regards,
Thomas Jones & Michael Tyllas

Sent from my iPhone
From: Doug
Sent: Saturday, February 19, 2022 2:33 PM
To: Comment, Public
Subject: Supporting Tree Ordinance

4 generations of our family have been raised family in Wilmette since 1931. We fully support the proposed ordinance protecting what is left of our canopy following the long term Elm devastation and more recent Ash destruction. The increase in permit fees will cause people to consider what they are doing. It provides resources for maintaining the surviving trees and funding new planting programs.
It’s offensive that we have received flyers with dis-information, falsely distortion the proposed ordinance.

Thanks, H. Peterson
Hello, I am a Wilmette resident and business owner. I have lived in the area almost my entire life and when I was younger, it was always my dream to live in Wilmette when I had a family. Wilmette has the amazing perfect storm of beautiful old houses, a wonderful tree canopy, the beautiful lake front and wonderful people. I have watched over the last decades as people moving into this beautiful village have torn down home after home, and tree after tree, seemingly without much thought. In my own neighborhood in east Wilmette, some people just bought a beautiful and historic home for over 1.2 million dollars and then knocked it down to build the most boring and non-special house I have ever laid eyes on. Our historic town is being destroyed by people who don't give a you-know-what about the history of Wilmette, and clearly not the future. They also seem to have so much money that financial penalties are not the slightest discouragement. If we don't do something to save our trees and our historic housing, Wilmette will soon look like a brand new western suburb. Of course, this also spills into the current issues surrounding Wilmette parks and the lakefront. If it isn't new, if it isn't packed with new amenities, it must be bulldozed over. If we don't wake up and put a stop to all of it, we're not going to recognize our town in a decade. I beg of you, please put a stop to the gradual razing of our town, trees and all.

Thank you, Mari-Rose McManus

Mari-Rose McManus
The Law Office of Mari-Rose McManus
1150 Wilmette Avenue, Suite H
Wilmette, IL 60091
Phone 847-256-6338
Fax 847-256-6447
Cell 312-316-3975
E-Mail mrmcmanus@prodigy.net

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Dear Village President and Trustees,

We are a group of engaged friends and neighbors of West Park in Wilmette, Illinois. For over 60 years West Park has been the only Wilmette park with a playground located west of the Edens Expressway. We are dedicated to promoting a responsible, community-oriented operation of West Park that prioritizes safety and legal compliance, preserves natural grass and trees, and protects the remaining fully public features of a treasured park. The Park District must change its outlook that West Park is not a neighborhood park, and act with consideration and mindfulness of the surrounding residents.

We are opposed to the Park District's pending application to dramatically expand the Platform Tennis Club in West Park for the reasons stated in our informational flier below (also attached) and on our website, www.friendsofwestpark.org.

We hope you will support us and help Save West Park.

Thank you,

Friends of West Park Wilmette
friendsofwestparkwilmette@gmail.com
www.friendsofwestpark.org
SAVE WEST PARK
WE LOVE WEST PARK AND NEED YOUR HELP TO STOP ITS DESTRUCTION

IT'S THE ONLY WILMETTE PARK WITH A PLAYGROUND WEST OF THE EDENS

THE PARK DISTRICT FAILED TO PROPERLY CONSIDER THESE PROPOSED CHANGES, INCLUDING ISSUES OF CHILD SAFETY, LEGAL NOISE LIMITS AND OTHER HEALTH & ENVIRONMENTAL IMPACTS

THE WILMETTE ZONING BOARD OF APPEALS MAY APPROVE THE PARK DISTRICT'S PLANS AS EARLY AS THE PUBLIC HEARING ON MARCH 16, 2023, UNLESS WE CONVINCE THEM NOT TO APPROVE THESE PLANS

WILMETTE PARK DISTRICT'S PLANS FOR WEST PARK

• MOVE AND DOWNSIZE PLAYGROUND TO BE DANGEROUSLY SURROUNDED BY COURTS AND THE ASTROTURF PLAYING FIELD
• TRIPLE NUMBER OF LIGHTED COURTS BY ADDING EIGHT LIGHTED PICKLEBALL COURTS AND FOUR MORE LIGHTED PADDLE TENNIS COURTS, ALL ORIENTED FOR PAYING MEMBERS OF THE PLATFORM TENNIS CLUB
• GUARANTEE NOISE VIOLATIONS WITH PICKLEBALL COURTS JUST 45 FEET FROM RESIDENTIAL PROPERTY
• ELIMINATE THE ONLY REMAINING OPEN NATURAL GRASS AND TREES IN THE PARK
• REDUCE ACCESS TO THE COMMUNITY GARDENS
• DRAMATICALLY INCREASE NOISE, LIGHT AND TRAFFIC DISTURBANCES FOR BOTH PARK USERS AND NEIGHBORS

PLEASE HELP US TELL THE VILLAGE IT MUST REJECT THE PARK DISTRICT'S PLANS

• WEST PARK IS ALREADY OVERWHELMED—NO MORE CAN RESPONSIBLY BE ADDED
• THE PLAYGROUND IS IN THE SAFEST POSSIBLE LOCATION AND MUST STAY THERE
• RESIDENTS AND PARK USERS SHOULD NOT BE SUBJECTED TO MORE DISTURBANCES
• THE PARK DISTRICT NEEDS TO FIND A SUITABLE WILMETTE LOCATION FOR PICKLEBALL
• PICKLEBALL AND PADDLE TENNIS DO NOT NEED TO BE IN THE SAME LOCATION
• THIS DESTRUCTION OF A NEIGHBORHOOD PARK WOULD SET A TERRIBLE PRECEDENT

VISIT FRIENDSOFWESTPARK.ORG TO LEARN MORE...
Request email updates from us including critical hearing dates – a big turnout at the hearings is VITAL!
How to send a message to the Village opposing the plans
Sign an online petition
Request a Yard Sign

SCAN QR CODE TO BE DEDICATED TO OUR MOVEMENT
SAVE WEST PARK
WE LOVE WEST PARK AND NEED YOUR HELP TO STOP ITS DESTRUCTION

IT’S THE ONLY WILMETTE PARK WITH A PLAYGROUND WEST OF THE EDENS

THE PARK DISTRICT FAILED TO PROPERLY CONSIDER THESE PROPOSED CHANGES, INCLUDING ISSUES OF CHILD SAFETY, LEGAL NOISE LIMITS AND OTHER HEALTH & ENVIRONMENTAL IMPACTS

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WILMETTE PARK DISTRICT’S PLANS FOR WEST PARK

- MOVE AND **DOWNSIZE** PLAYGROUND TO BE DANGEROUSLY SURROUNDED BY COURTS AND THE ASTROTURF PLAYING FIELD
- **TRIPLE NUMBER OF LIGHTED COURTS** BY ADDING EIGHT LIGHTED PICKLEBALL COURTS AND FOUR MORE LIGHTED PADDLE TENNIS COURTS, ALL ORIENTED FOR PAYING MEMBERS OF THE PLATFORM TENNIS CLUB
- **GUARANTEE NOISE VIOLATIONS WITH PICKLEBALL COURTS JUST 45 FEET FROM RESIDENTIAL PROPERTY**
- **ELIMINATE THE ONLY REMAINING OPEN NATURAL GRASS AND TREES IN THE PARK**
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Request email updates from us including critical hearing dates – a big turnout at the hearings is VITAL!
How to send a message to the Village opposing the plans

Sign an online petition
Request a Yard Sign
we need all the canopy we can get!

thank you,
Christina

Christina Bueno
Professor of History and Latino/Latin American Studies

Associate Chair of History
Graduate Program Director
Northeastern Illinois University
5500 N. St. Louis Ave. Chicago, IL 60625

The Pursuit of Ruins: Archaeology, History, and the Making of Modern Mexico
The present tree ordinance is absolutely unacceptable. Please go on record that Wilmette is not a village that kow toes to builders and to real estate interests but a town that values the health of its citizens and the health of nature and the environment. I am a Wilmette resident of 50 years and I want the strongest possible ordinance to discourage the cutting down of trees, one of the wonderful attractions of Wilmette. Hrisey Zegger
Dear Trustees,

The mature trees that fill Wilmette are not really replaceable. On my property the trees provide shade (maybe too much), beauty, a place for birds and insects to nestle, and much more. Older tree contribute so much more than new trees. Healthy trees should be protected as the new ordinance is attempting to do.

Barbara Keer
To the Village Board of Trustees,

I am writing in support of improving Wilmette’s tree preservation ordinance for maintaining our community’s breathtaking tree canopy of mature, healthy trees. Preserving and protecting Wilmette’s large trees should be a priority during this serious climate change crisis, as all trees can help with carbon storing benefits. I would like to see Wilmette adopt measures necessary to protect trees during construction where trees are unnecessarily removed or damaged.

Thank you for hearing my concerns as a Wilmette resident, caretaker of my property’s mature trees, and suburban gardener. I am proud to live in a village that is recognized since 1983 as a Tree City, where we host over 18,600 trees comprising 150 species and sub-species!

Julia DeVos Ford
Improving Wilmette’s tree ordinance demonstrates a forward-thinking approach by our Village staff and our Village Board. Treating our
trees as critical infrastructure will benefit the community now and for many years to come. Smart cities and towns nationally and
internationally are adopting stronger tree ordinances to better equip themselves for climate change and changing environmental elements.

I believe that a robust tree ordinance is necessary to preserve and protect Wilmette’s large trees. Property owners who remove healthy,
mature trees should be required to replace them and the benefits lost. The ordinance should also require that trees be protected during
construction when many trees are damaged. Without these requirements, our tree canopy will decline, and we will lose the significant
stormwater and carbon-storing benefits trees offer the whole community. Many nearby towns have robust ordinances with these
requirements. I would like to see Wilmette adopt an ordinance more in line with these towns and take the strong measures necessary to
protect our urban tree canopy.

A well-thought-out tree ordinance will ensure that our urban tree canopy is going to give us the benefits that our community needs, while
making living in Wilmette more sustainable and climate friendly. Wilmette’s greatest natural asset is its number of mature trees. Preserving
and protecting our canopy is not a luxury but a necessity. Let’s make this a priority now, before it’s too late!

Thank you,
Andrea Berggren
I support a right to light amendment to the tree ordinance. If someone has a garden or solar panels, it should be illegal to plant a tree or build a structure that will shade those areas. Existing trees should be grandfathered in.

Best regards,

Gale Teschendorf

"Santa uses quantum physics to deliver to everyone in just one night. Provided no one observes him, he can be in multiple chimneys at the same time." - Unknown

"You cook bacon, but you bake cookies." - Unknown

*<l{:‐o}}
The village is to be commended for updating its tree ordinance. As a resident, I have watched in dismay and frustration as developers virtually clear cut mature oaks and other heritage trees in their pursuit of maximizing square footage and their profits on each redeveloped lot.

The developers are here for 6-9 mos during demolition and construction and then they leave, with the residents of Wilmette (including the unsuspecting buyer) left with a legacy of devastation that will take Mother Nature another century to replace (if we are fortunate).

I urge the village to frame the discussion about tree removal and replacement as one of a shared public good, not a private property owner matter. The mature trees that are being clear cut impact not just the immediate neighbors but the entire block and the village as a whole. My own house is noticeably hotter during summer evenings due to the loss of mature trees in lots across the street that formerly provided ample shade.

When we lose mature trees we are also losing in the fight against climate change and cleaner air. These trees pull carbon out of the atmosphere and sequester it for decades or even centuries (at least if they aren’t in the way of a brand new house). As my own experience shows, the loss of their shade also means more air conditioning use leading to even more carbon dioxide emissions. Cutting down trees is a loss-lose-lose. The neighborhood loses, the village loses, and the planet loses.

The confusion about public Vs private extends to the current tree policy that allows developers to count parkway tree canopy coverage as an excuse to cut down trees on the private lot. The parkway trees are literally public property - a public good, paid for and maintained by the village on behalf of the taxpayers that fund it. Why should they count toward the additional demolition of trees during construction or permit the developer from not replacing the trees removed?

Finally, the revised ordinance must take into account the rapidly changing life expectancy of our trees due to climate change enhanced storm Severity, invasive pests, drought, and disease. As an example, the BBC reported the loss of 8M trees this year alone due to storms (https://www.bbc.co.uk/news/science-environment-60348947). Simply planting replacement trees (even on an inch for inch basis) with the expectation that there is a 100% chance those trees will grow to maturity is no longer the basis for sound or reasonable policy. Any policy must account for the accelerating impacts of climate change now and in 30 years when the trees reach maturity.

Or perhaps developers who object to the replacement costs could opt to remain on the hook for the survival of their replacement trees (and the parkway trees they counted in their formula) via a posted bond for the next 30 years?

I attach an image from Google Maps of 630 Linden showing the near total canopy coverage from mature oaks and other trees, almost none of which remain alive today. This should serve as the poster child before (and after) image informing the debate on the current policy and whether this is what we as a community want for our future.

We must all speak for the trees.

I thank the village for the opportunity to contribute to this timely and important discussion.

Kemi Jona
Dear Wilmette Village Trustees,
Our family definitely supports a more robust tree ordinance for Wilmette!
Jenny and Joe Higgins
This is long, but there are a number of important considerations regarding all trees in Wilmette (and elsewhere).

In order for a tree ordinance to make sense, all of the following must be part of the picture, on private and public property:

1. The environment the tree requires in order to be healthy—don’t plant a swamp oak anywhere that is not wetland;

2. The amount of space, above and below ground, the full-sized tree needs (plus 2 feet in diameter for the larger of the canopy and the roots)—don’t plant a honey locust in a space less than 25 feet in diameter, and that’s for the tree alone;

3. Proper nourishment—water and fertilizer;

4. The surrounding ecosystem—not only the necessary space and proper environment for the tree, but also its impact on other plants, neighboring homes, and desired wildlife;
5. Proper pruning—not stunting the tree’s health or creating dangerous conditions for branches and/or the whole tree. Several trees we had or still have were never pruned correctly, and as a result, we had to remove two large silver maples a few years ago, because our home was at risk when branches broke off. During a major wind storm in the early 2000’s, a large branch from one of those trees broke a corner of our roof, and we had to file a permit to take care of the roof and attempt to secure the tree. In addition, if a pruning company or the Village's arborist kills a tree, that company or group is responsible for replacing it.

Also, 6. Unhealthy, destructive, and nuisance trees must be excluded from the ordinance. An evaluation from a qualified arborist should provide all necessary information.

Until and unless all of these are part of the ordinance, we will have ongoing problems with the trees in Wilmette.

Thanks,

John and Nicole Larson

On Sat, Feb 19, 2022 at 6:01 AM Go Green Wilmette <beth@gogreenwilmette.org> wrote:
Time to Support Wilmette's Proposed Tree Ordinance

Send an email now!

Do you love Wilmette's majestic trees? Do you value the work they do to absorb stormwater and carbon? What about how important they are to lowering temperatures and keeping us cool?

Our trees are beautiful and irreplaceable. They are part of what makes Wilmette a desirable place to live and they increase your home’s value. We need to preserve and protect our trees so we can receive their many benefits now and in the future.

The Village Trustees are considering a new tree ordinance out of concern for our declining tree canopy, a fact supported by data collected by the Chicago Region Trees Initiative. Because 80% of our tree canopy is on private property, we can maintain or improve Wilmette’s canopy only if we protect our existing mature trees on both public and private property. Also, Wilmette’s recently adopted Sustainability Plan recommends that we enact a more robust tree ordinance to better protect our trees so that Wilmette becomes a greener, more environmentally-friendly place to live.

Learn more about the proposed ordinance here.

The Village Board will discuss the proposed tree ordinance on February 22nd at 7:30pm at Village Hall. They will likely vote on the ordinance on March 8th.

Now is the time to send a short, personal message to your Trustees and attend the Feb. 22nd meeting to show your support.

We applaud the Trustees for taking on this important task. Our current ordinance, allowing large healthy trees to be cut down for $29, no questions asked, is inadequate to protect our trees and maintain the character of our Village.

The Trustees need to know that you agree. Send them an email now to let them know your tree story, how much you value trees, and how concerned
you are about the loss of mature trees across our community. Or simply send a one-sentence show of support. Why not ask your kids to send an email? Let them know THEIR voice matters, too! They are the future and will benefit from the trees we protect and plant today!

Having trouble with the link? Send email to: publiccomment@wilmette.com

We cannot let this valuable opportunity to make Wilmette a more sustainable, climate-friendly place to live pass us by.

GOING GREEN MATTERS WEBINARS

GGW's 2022 Webinar Series

The Going Green Matters Webinar Series continues with locally-relevant webinars on a variety of topics. Our next webinar is Solar for Homeowners on Feb. 23. Details below.

Past webinars can be viewed on GGW's You Tube Channel. The January webinar, Climate Change & the North Shore, can be viewed here.

FEATURED EVENTS

Solar for Homeowners
Wednesday, Feb. 23
7pm - 8:30pm
Register now!
Find out how you can shine with solar energy! Join us for this webinar featuring Jay Futterman, a solar ambassador from the Illinois Solar Education Association. Learn:

- Why some of your neighbors chose to go solar
- What advice solar owners have for you
- How solar energy works in Illinois
- The benefits and challenges of residential solar energy
- The upfront costs and long-term savings, including current financial incentives in Illinois
- Considerations for properties with shade
- Resources for finding reputable installers
- Alternatives like leasing and community solar

Presented by:
Go Green Wilmette, Go Green Highland Park,
Go Green Glen Ellyn and Go Green Northbrook

Harms Woods
Work Day
March 5

If you’d like to enjoy a beautiful day outdoors (or need an excuse to get out of the house!) and would like to help restore health to our local woodlands, please join local volunteers for a restoration workday at Harms Woods East on March 5 from 9am - 12pm.

We’ll meet in the Harms Woods South parking lot (Groves 1 & 2), which is the first parking lot north of Golf Road (the one shaped like a circle).

Dress to get dirty and appropriate to the weather! Bring work gloves if you have them. Contact Karen Glennemeier (kglennemeier@gmail.com) with questions. (Photo by Dan Kasberger.)
GGW Monthly Meeting  
Topic: Wilmette's New Community Solar Program  
March 9, 10am

Have you heard that the Village of Wilmette is offering its own community solar program, similar to the one that Go Green Wilmette promoted? Sign in to get a preview of the program from Wilmette's Alex Arteaga. After the short presentation, you can stay on to share tips, ask questions, check in with GGW friends, or meet new people. Register for the March 9th meeting here.

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The Book of Hope:  
A Survival Guide for Trying Times  
by Jane Goodall  
March 14  
7pm to 8pm

Register now for a free virtual book discussion of The Book of Hope co-hosted by Go Green Winnetka, Go Green Northfield and Go Green Wilmette.

In this surprising book, Jane Goodall, the world’s most famous living naturalist, and Douglas Abrams, the internationally bestselling co-author of The Book of Joy, explore one of the most sought-after and least understood elements of human nature: hope.

The Book of Hope touches on vital questions, including: How do we stay hopeful when everything seems hopeless? How do we cultivate hope in our children? What is the relationship between hope and action?
Support your local, independent book store by ordering the book through The Book Stall.

GOOD NEWS

Sustainable Shopping
Just Got a Little Easier

Eco and the Flamingo, a zero-waste general store, has opened a second location at 1551 Sherman Avenue in Evanston. The women-owned business places sustainability and accessibility at the top of their priorities. Visit their website and find out more here.

Don't Miss GGW's
Free Compost Trial
Sign Up Now!

Start food scrap composting now with GGW's help. We are offering a two week FREE trial to any Wilmette household interested in giving commercial compost pick up a try. Contact Nicole (coleboom@gmail.com) to arrange for your bucket delivery. Find more details about the service here.

Note - The Village curbside food scrap collection program will resume in April. Learn more about that program here.
It is Not Too Late!
Voice Your Opinion About
Carvana Now

Carvana is a 13-story glass “car automat” being considered by Skokie, proposed to be built directly across the street from (and highly visible from) Harms Woods. The adjacent Forest Preserve is an suburban oasis for many birds - and many local residents. The Carvana Tower will be a collision risk to birds, especially during spring and fall migration season.

The final vote will take place on Feb. 22!

Share your opinion about the Carvana development by sending an email to Skokie Village Trustees NOW! (publiccomments@skokie.org)

Read m
From: Braiman, Michael  
Sent: Monday, February 21, 2022 10:00 AM  
To: Comment, Public  
Subject: FW: Tree Communication  
Attachments: DOC022122-02212022092238.pdf

-----Original Message-----
From: Roberts, Lisa <robertsl@wilmette.com>  
Sent: Monday, February 21, 2022 9:53 AM  
To: Braiman, Michael <braimanm@wilmette.com>  
Subject: Tree Communication

Lisa Roberts, AICP  
Assistant Director of Community Development Village of Wilmette

Telephone (847) 853-7529  
Fax (847) 853-7701

-----Original Message-----
From: Village of Wilmette <noreply@wilmette.com>  
Sent: Monday, February 21, 2022 9:23 AM  
To: Roberts, Lisa <robertsl@wilmette.com>  
Subject: Send data from MFP13492368 02/21/2022 09:22

Scanned from MFP13492368  
Date:02/21/2022 09:22  
Pages:1  
Resolution:300x300 DPI

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17 Feb 22

Dear Sir or Madam,

The Village of Wilmette Tree Removal Permit proposed of $750+ is outrageous!
I do not support this ordinance.

B. Burns.

Rev'd 2-21-22
IN NIGHT DEPOSIT BOX
From: Elissa Morgante <eamorgante@morgantewilson.com>
Sent: Monday, February 21, 2022 2:52 PM
To: Braiman, Michael <braimanm@wilmette.com>; Barrow, Peter <barrowp@wilmette.com>; Dodd, Kathy <doddk@wilmette.com>; Kennedy, Gina <kennedyg@wilmette.com>; Sheperd, Justin <sheperdj@wilmette.com>; Gjaja, Kate <gjajak@wilmette.com>; Sullivan, Dan <sullivand@wilmette.com>
Cc: Roberts, Lisa <robertsl@wilmette.com>
Subject: Letter to Village Board re: tree preservation

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Dear Village Board Trustees,

Please accept my letter for consideration when voting on the LUC report and new tree ordinance.

Thank you,
Elissa

MORGANTE-WILSON ARCHITECTS, LTD.
ARCHITECTURE-INTERIOR DESIGN-URBAN PLANNING

ELISSA MORGANTE, AIA
PRINCIPAL

2834 CENTRAL STREET, EVANSTON, IL 60201
TEL. 847.332.1001     FAX. 847.332.2388
www.morgantewilson.com
February 21, 2022

To Village of Wilmette Board:
Trustee Peter Barrow, Trustees Kathy Dodd, Trustee Gina Kennedy, Trustee Justin Sheperd,
Trustee Kate Gjaja, Trustee Daniel E. Sullivan Jr,

Unfortunately, I am not able to attend the 2/22 meeting. Thank you for time and consideration in reading my letter and for your work on the Village Board. I am writing in support of the Land Use Committees recommendations concerning tree preservation.

As a residential architect who has designed innumerable homes in Wilmette and a Wilmette resident for over 25 years, I believe the LUC has identified the many benefits mature trees add to our village and community and why we should be doing everything we can to preserve and protect them.

Tree preservation is an important public resource and duty which enhances the quality of life and the general welfare of the Village and the unique character, historical, and aesthetic environment of Wilmette. It is perhaps one of the most important Village amenities that sets Wilmette apart. The environmental contribution of mature trees cannot be replaced with manmade substitutions or remedies, which the LUC has well identified in their report. For these reasons I believe it is very important to adopt the most restrictive ordinances to protect our trees.

Our architectural practice, Morgante Wilson Architects, has ‘designed around’ trees on many, many projects. The design solution is not always the easiest or most obvious but in the end the solution inevitably makes the home more interesting and preserves the tree for generation to enjoy. Sometimes we have literally created a courtyard or alcove around the tree and used grade beams so as not to disrupt the root system or sometimes the footprint of the house, garage or driveway needs to shift or be modified to maintain the health of the tree. However, 99% of the time there is a feasible creative solution, which may require thinking outside the box, but that is exactly what makes for and maintains interesting housing stock for the community. Making it more economically favorable for developers to clear cut a lot without strong penalties and significant fees is a disservice to the village and the environment.

Let’s be leaders and adopt similar penalties and fees like the other Northshore villages to protect our trees and the environment. And encourage all whom choose to build in Wilmette to seek the least environmentally destructive design ideas for their land and most creative architectural solutions for their home.

Thank you for your consideration,

[Signature]

Elissa Morgante, AIA
Dear Wilmette Trustees and Mr. Braiman:

I want to show my support for adopting the very strongest tree ordinance possible in Wilmette. We all benefit collectively from Wilmette’s many trees, whether they are on public, private or our own property. We must work together, collectively, to protect them.

Years from now, we will never look back on this opportunity and wish we had done less to protect our trees.

Thank you for all you do for our community.

Regards,

Beth Drucker
Dear Village Board Members,

This note is a sincere request to retain the tree ordinance as is being proposed. Please refrain from changing it in ways that will make it weaker, thereby putting more trees at risk.

I fully support the improved tree ordinance being proposed by the Land Use Committee. The fee structures the LUC is proposing should be adopted and the submittal of a tree survey by a certified arborist would be a step in the right direction to protect trees.

Like most people, I love trees and I find it upsetting that 2020 saw more tree removals (by a long shot) than any year during the past 15 years.

Please do whatever you can to put trees first and to save as many as possible.

Sincerely,
Jeff Markham
Dear Village Board of Trustees,

As the Village plans to strengthen protection of public and private trees, there are a few items that need additional consideration to address how the changes are implemented and how the final language of the ordinance reads.

1. **Data collection:** provide a mechanism to collect more complete data about tree removals, tree replacements and tree plantings. Since the trees are a significant public access, should a tree survey of the entire village be done? Could be accomplished over several years? Are tree surveys part of the construction permitting process; if not, can it be added? Can the GIS platform be levered to gather this data?

2. **Government agencies:** require all government agencies to follow tree preservation ordinances. If the Village Board deems it important to preserve and plant more trees on private land, all public owned land should be required to follow the same rules and ordinances. The School Districts of Wilmette, the Wilmette Park District and other government bodies should be leaders in educating and promoting the preservation and restoration of the natural environment to help with bio-diversity, climate issues and the general ecological health of the region.

3. **Replacement trees:** provide a DBH/sq ft requirement in order to address density on smaller lots and create a uniform approach. Planting of too many trees in a small area (to replace a protected tree) may not yield the desired results of all of the new trees growing to be healthy and viable.

4. **Tree bank/fund:** stipulate all funds that go into the tree bank/fund are used only to plant more trees. The money collected on a yearly basis should be used within one year to plant more trees in the Village. If there is an excess within a year, the Village could partner with a nearby community to work towards equity thru sharing resources by planting trees in their public ROW or parks. Maintenance of our public trees should be included in the current and future Village budgets. As part of planting trees in our Village, free tree planting on private land could be offered to residents that have suitable space and are interested.

I support the plan to strengthened tree protection in the Village but would like to make sure that the real goal of getting more healthy trees established is realized. I am glad to see that the Village is moving on this issue as it relates to the Sustainability Plan and hope to see more change coming on how development/zoning, energy, environment and sustainability intersect in Wilmette.

Thank you for your service.

Sincerely,
Kent Nusekabel
Hello,

Please find attached a letter of support from the CRTI regarding updates to the Village’s Tree Preservation Ordinance #2022-O-20 as recommended by the Land Use Committee.

Thank you,

Zach Wirtz

--

Zach Wirtz, M.Sc. | CRTI Community Manager
Certified Arborist #PN-8591A | TRAQ
The Morton Arboretum | 4100 Illinois Route 53 | Lisle, Illinois 60532
T 630-725-2498 | zwirtz@mortonarb.org | mortonarb.org
www.ChicagoRTI.org

Follow CRTI on Twitter @ChicagoRTI
Like us on Facebook www.facebook.com/ChicagoRTI
To: The Mayor and Board of Trustees, Village of Wilmette  
February 21, 2022

From: Zach Wirtz, Community Manager (630-725-2498 | zwirtz@mortonarb.org)  
      Lydia Scott, Director (630-719-2425 | lscott@mortonarb.org)

Re: Support for Wilmette’s Updated Tree Ordinance

The Chicago Region Trees Initiative (CRTI) is writing to express our support for the updates to the Village’s Tree Preservation Ordinance #2022-O-20 as recommended by the Land Use Committee.

The CRTI was approached in 2021 by Go Green Wilmette, who was concerned with the lost of mature trees from their community. Our staff has since advised the Go Green Wilmette Chapter, and also discussed these issues with Village Manager Michael Brainman.

The urban forest is a collective resource that we all rely on for physical and mental health, improved property values, air and water quality, stormwater reduction, wildlife habitat, and other services. It has been repeatedly shown that larger trees provide larger benefits to communities. These trees are a collective asset that deserve and require protection to reach their potential. This urban forest resource needs to be preserved, protected and managed skillfully in order for it to perform to its potential and for us to receive optimal benefits.

Trees in a community form an interconnected network -- providing collective benefits. They are critical infrastructure that covers public and private property. We also know that the majority of a community’s urban forest falls on private property, making the proposed changes to Wilmette’s private property protection key to ensuring the longevity of trees for your entire community, not just on village property.

Tree protection ordinances are necessary to preserve and protect Wilmette’s tree resources and infrastructure just as any other village resources like streets, parks, sewers, water and utilities. Retaining mature trees in place is paramount to ensuring the Village’s Canopy is retained. When this is not possible, it is important to replace trees that have to be removed. The CRTI recommends that when trees are removed the Village should require replacement of trees on site, and to offer a fee-in-lieu option only if trees are unable to be replaced on the property from
which they are removed. This will ensure that when canopy is lost in specific areas, new trees are planted to replace it.

By adopting the ordinance proposed, you will ensure Wilmette has a clear, concise approach to preserving your most important large trees across the Village, have a plan to replace lost canopy, and ensure your residents will continue to benefit for years to come.

Lydia Scott, CRTI Director and Zach Wirtz, CRTI Community Manager
Hello, while I understand you are trying to protect Wilmette’s trees, I believe this tree proposal is terrible, and outrageous. I think some planning is needed to rework it so it will protect the trees and be reasonable.
I do NOT support the current tree proposal.
Lissa Roberts, Wilmette resident - 43 years
Sent from my iPad
Please protect our trees by adopting the ordinance.

The proposed Wilmette ordinance is reasonable—comparable to or even less protective than Kenilworth's, Winnetka's, and Northbrook's tree ordinances.

Kathy Engert
Comment, Public

From: Jenny Smith  
Sent: Tuesday, February 22, 2022 6:55 AM  
To: Comment, Public  
Subject: Tree Ordinance

Dear Trustees,

Please vote in favor of the Tree Ordinance being proposed tonight to help protect the lovely trees of Wilmette.

Jenny Smith
Dear Trustees,

We strongly support the proposed tree ordinance as it stands. Please do not weaken it with amendments. Our older trees are a community treasure and deserve our protection.

Sincerely yours,

Susanna and Helmut Epp
Comment, Public

From: Kim Rode
Sent: Tuesday, February 22, 2022 7:18 AM
To: Comment, Public
Subject: Protect our trees

Please adopt the tree ordinance! Wilmette’s beauty and flood prevention relies on trees.

Thank you!

Kim Rode
I grew up in my wilmette and chose to come back here to raise my family. Wilmette is a special place. Part of its charm and beauty are the beautiful trees that line the streets and parks. I support the stronger tree ordinance that’s being proposed. Please protect our trees and support the ordinance.
Sincerely,
Nancy Dolan
I have seen neighbors cut down beautiful mature trees that were in good health.

The entire community lost the valuable benefits those trees provided in absorbing stormwater, storing carbon (mitigating climate change), reducing air and noise pollution, and providing cooling shade (reducing energy costs). Those trees also provided food and shelter for beneficial insects and birds. We cannot get back the full loss of those trees, but by requiring the planting of new trees, we can begin to restore the canopy and, hopefully, regain those lost benefits for future generations.

We need more protection! Thank you for working on this important issue.

Dennis and Chris Director
Dear Trustees,

Builders and developers don’t live here and don’t have a real stake in the future of our community. Our tree protection ordinance should at least match or even be stricter than that of neighboring villages. We have been here for 30 years and view the environment as a significant part of the overall community. Please don’t allow the wanton destruction of healthy mature trees for the sake of someone’s monetary gain.

Sincerely,
Joab and Tina Oberlander

Sent from my iPhone
| **From:** | George Biederman |
| **Sent:** | Tuesday, February 22, 2022 7:50 AM |
| **To:** | Comment, Public |
| **Subject:** | Trees |

Please protect more trees in Wilmette  
Thank you  
George Biederman

Sent from my iPhone
I grew up in Illinois. Since 1946 I have appreciated our trees and was saddened by the loss to Dutch elm disease and the Ash Borer
We need trees for our emotional health (I am a psychologist)
Trees also add to our economy. They are one of the reasons people move to the North Shore.

I ask that any tree removal be evaluated by Wilmette's arborist. And not just left to the decision of the realtor who wants to build a bigger house for their own profit.

I cried when the 300 year old oak tree was slashed on the lot next door so the owner could have a bigger kitchen.

Lynda Behrendt, PsyD, RN
Licensed Clinical Psychologist
36129 Illinois Road
Wilmette, Illinois 60091
847-254-1000
dr.lynda.behrendt@gmail.com
Dear President Plunkett and Members of the Village Board,

As a proponent of the enhanced tree protection ordinance currently being considered, I read with interest public comment from the February 8 Village Board meeting.

A common, perhaps hyperbolic, theme from developers is that the proposed ordinance will preclude building what our community desires. I write to share a ‘when there is a will, there is a way’ story demonstrating that trees and structures can coexist.

In 2018 I suggested that our Historic Preservation Commission (WHPC) expand its annual preservation awards to include a new category recognizing property owners who demonstrate thoughtful effort to
protect and retain legacy canopy trees during construction. The WHPC adopted this idea and in May 2019 the Geiger family of 516 Linden was awarded the inaugural preservation award for Landscape Conservation.

When the Geiger's purchased their home the original detached garage, dating to the early 1900's, was in place. Over time the garage became in need of structural repair or replacement.

The southeast corner of the original four-sided garage was adjacent to a majestic ~80+ foot legacy white oak tree that had grown in circumference such that it touched the garage.

The Geiger's and their builder, Ricky Construction of Mt. Prospect, designed a new seven-sided replacement garage to skirt around, and avoid contact with, the legacy oak. This design allowed for pouring of a new pad that mitigated impact to the oak's root system. A clever angled elevation connecting the east wall with the southeast wall smartly acknowledges and accommodates the oak.

While this is a single example I believe it illustrates that residents and builders can successfully achieve their objectives while also protecting trees for the benefit of our entire community.

Thank you for considering this context.

Steve Later
The purpose of this email is to express my support for the proposed improved Wilmette tree ordinance which will provide greater protection for Wilmette’s tree canopy. Thank you.

Harry Drucker
Good Morning,

I want to state my support for the new ordinance as proposed at the last meeting, and my appreciation for how hard you all have been working on this.

I watched the last meeting online and was very discouraged by the way developers showed up at the final hour voicing their displeasure. Clearly they have only their own financial interests at stake, not the good of the community.

If Wilmette adopts a new ordinance that is comparable to neighboring communities, it won't put us at a disadvantage for development. It will only prevent developers from exploiting our community and sacrificing our trees for their personal gain.

Wilmette is a beautiful, vibrant, diverse community - with a large group of residents passionate about protecting not just our trees, but our entire planet for the benefit of all.

Thank you for continuing to look at the big picture.

Sincerely,

Diane Schaffner
Comment, Public

From: Braiman, Michael
Sent: Tuesday, February 22, 2022 9:00 AM
To: Comment, Public
Subject: FW: Support for Tree Protection Ordinance

-----Original Message-----
From: JudyDuke
Sent: Tuesday, February 22, 2022 8:59 AM
To: Braiman, Michael <braimanm@wilmette.com>
Subject: Support for Tree Protection Ordinance

Mr. Braiman,

Please provide copies of this comment to the board members.

To Members of the Wilmette Board of Trustees:

We strongly support the proposed tree protection ordinance and urge you to adopt it. During our 45 years in Wilmette we have seen the loss of the canopy over and along major arteries and side streets throughout the village.

Recently, on a nearby property, a huge beautiful and healthy maple tree was removed from the front yard of a demolition site, even though the new house did not cover the site of the tree and there was apparently ample room for the construction crew. The loss of the maple tree was a great loss to the neighborhood, as its shade covered a large section of the public sidewalk.

The proposed ordinance would have protected that tree, or at least required a close examination by the village arborist. Property owners who purchase lots with knowledge of such large trees will be on notice of the requirements for protecting them if they choose to demolish or build out the existing home.

We appreciate the extra protection for legacy trees -- the oaks and hickories that continue to grace our village.

Respectfully,

Judith Goodie and Dorian Riggen
Trustees:

I have resided in Wilmette for 35 years. I want Wilmette to take a strong stand to protect all trees in our village. The current state of our climate is something that we as a community can not ignore. Please adopt the ordinance before you that will protect the trees in Wilmette.

Thank You.

Mary R. Blumer Reed
To the Board of Trustees,

I cannot be at the tree ordinance meeting but want to make my voice heard.

PLEASE pass a strong tree ordinance that protects our beautiful Wilmette trees. They provide oxygen, needed shade, and protection for wildlife. Trees help make Wilmette a desirable place to live.

Sincerely,

Gilda Becker
Wilmette Resident
To the Village Board & Land Use Committee,

I am in full support of your efforts to improve upon our existing tree ordinance.

We architects are very familiar with the varying rules and regulations regarding tree ordinances along the north shore. Wilmette is due for an update to bring us up to the current standards commonly used in other municipalities.

Thank you for all your efforts.

Regards,

Chad Boomgaarden, AIA, NCARB
Principal

Boomgaarden Architects LLC
1315 Central Avenue
Wilmette, Illinois 60091
847.226.3230
www.boomarch.com
I disagree with the Land Use Committee recommendations to increase fees and assess penalties for removing trees on private property. The decision to remove trees should be left to the homeowner. I understand that we want to preserve the tree canopy in Wilmette, and I think that you need to trust that most people are not out there just removing trees without good reason. I have several old pine trees right next to my house that look like they could damage my house in a strong storm. I do not think I should have to pay extremely high fees to have them removed, and I don't want to re-plant them right next to my house again. I also removed several arborvitae trees last year because they took up my entire yard. Just because the previous owners decided to plant 20 arborvitae trees 15 years ago, that doesn't mean that I should have to keep them forever or pay the village thousands of dollars.

Thank you for hearing my opinion,

Lisa Majewski
Dear Commissioners,

As a 20-year Wilmette resident I am writing to urge you to strengthen our tree ordinance as much as possible. Doing so will preserve the character of our beautiful village and encourage homeowners to preserve and update their existing homes rather than tearing them down or selling them off to developers that care only for their personal profit and not for our community or the environment. Trees are essential for our health and well-being and insure the enduring property value of all our homes, not just those of a few profiteers. Additionally, we want a diversity of housing styles and sizes in our village and having a strict tree ordinance will help create this diversity.

Ideally, we’d love to live here as empty-nesters, but I feel that all the houses being built are so large with tree-less or near-tree-less lots, and this makes living here for the long-term far less desirable.

Please stand up to the developers and save our trees!

With gratitude for your service,

Jennifer Gervasio

Sent from my iPhone
To the Village Board:

I am writing to voice my support for a stronger tree ordinance for Wilmette.

Our tree canopy is decreasing. Many of our neighboring communities have strengthened their regulations over the years.

Last year, we sold our Wilmette home which was on a corner lot (we are now in a Wilmette condo). The new owners lost no time in cutting down three large spruce/fir trees. They were not interfering with anything structural- the new owners just didn't like the aesthetics. The same thing happened to the house across the street from us- and the data indicate that it is happening throughout the village.

For our community, for flood control, and for climate, now is the time to strengthen our tree ordinance.

Thank you for your service to the village.

Sincerely,
Mary Fausone

Mary Ellen Fausone
I’m in favor of the new tree ordinance which will hopefully protect the mature trees that benefit our community in many ways.
Thanks for voting for the ordinance.

Katherine Byrnes

Sent from my iPhone
To Wilmette Trustees: As a 44 year resident of Wilmette I heartily endorse the adoption of the Tree Ordinance under consideration which should include Wimette's parks. You are clearly aware of the many functions trees perform for human well-being. The beauty and value they add to our community is immeasurable.

As a Gillson neighbor I have been deeply troubled over the past many years by the regular destruction of trees at Gillson. The Park District's own Lakefront Plan Analysis of 2009 states that "over 100 Elm and Ash trees have been lost on the site over the last 40 years." I have witnessed the removal of many more since then. The Park District has refused to invest in their replacement, relying on the resident-funded Memorial tree program, which was suspended a decade ago. This is a dereliction of duty to the citizens of Wilmette. The very word "Park" has been removed from the Mission statement allowing the District to focus solely on recreational development.

I understand that the Park District may be exempt from the Ordinance. If so, this is completely wrong as we all share the same community. The Park District should be the leader of tree preservation in Wilmette, but this had not been the case.

In May 2021 a "conceptual" plan for Gillson was revealed with the destruction of 100 more trees, many mature trees. Keep Gillson Green was formed in response to this potential devastation. Five proposed Plans were presented to show a loss of up to 30 trees, plus 56 more identified in a tree survey for removal. The identity and location of these trees has not been revealed. Only ten are invasive species.

I urge you to adopt the Tree Ordinance and include the Park District as a responsible participant in our community. Thank you.

Mary Shea
From: Chip Hackley <chip@hackleyarchitects.com>
Sent: Tuesday, February 22, 2022 11:24 AM
To: Comment, Public; Braiman, Michael
Subject: Support for Tree Ordinance
Attachments: We sent you safe versions of your files; Tree Ordinance Letter 20220222.pdf

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Please see attached letter in support of the Wilmette Tree Ordinance.
Thank you,
Chip

Chip Hackley, AIA
Principal
HACKLEY & ASSOCIATES ARCHITECTS, INC.
440 Green Bay Road - Kenilworth, Illinois 60043
Phone 847.853.8258 (ext. 101)
Follow us on Instagram
February 22, 2022

To: Wilmette Village Board: President Senta Plunkett, Trustees Peter Barrow, Kathy Dodd, Gina Kennedy, Justin Sheperd, Kate Gjaja, Daniel E. Sullivan Jr.

Wilmette Village Manager: Michael Braimann

From: Chip Hackley, AIA – Residential Architect, 26-year resident of Wilmette

I am writing to express my support for the proposed updates to the Village’s Tree Preservation Ordinance. I am also writing to express my gratitude for the Village Board’s efforts to improve Wilmette’s Tree Ordinance.

For the past 26 years I have been a resident of Wilmette. For these same 26 years I have been a licensed architect with my own small practice located in neighboring in Kenilworth. Nearly all my work is residential, focused on seamless integration, contextual continuity and appropriate material, proportion and character. I have executed numerous historic preservation projects in conjunction with Landmarks Illinois such as the painstaking restoration of the only David Adler built in Winnetka. I served as the curating architect for the restoration of the Kenilworth Assembly Hall (previously known as The Kenilworth Club) and am currently engaged with the replacement of the Kenilworth Village House. Although I have projects across the country, the vast majority of my work has been along the North Shore from Evanston to Lake Forest. As such, I am no stranger to heavy ordinances and the relative success of their language. I am also no stranger to what we have lost of both our built and natural environment within our community over the years.

I am not anti-developer. In fact, I am quite the contrary, fully understanding much of the beauty and integrity of Wilmette has been the result of mostly caring development over the past 150 years. I am, however anti-indifference. I understand the high costs associated with improvements, as well as the intentions to manage these high costs, regardless if by a resident of our community or by someone developing within our community. I will add we are fortunate to live in a place where the majority of development and redevelopment is done well. The indifference to which I am opposed is that which is driven by those who do not consider much about what they leave in their wake...those who develop only as a source of business and likely are not concerned with how their decisions carry consequences of which the weight will ultimately be placed upon the residents of Wilmette.
Tree ordinances in places I have experienced such as Lake Forest and Winnetka are reasonably effective in protecting trees while not being unreasonably insurmountable when necessary. The hurdle for those wishing to remove significant trees is typically a financial or cost hurdle but when removing a mature tree of 30” diameter or more, costs imposed by these ordinances seem a drop in the bucket considering a developer’s potential returns. That being said, I do understand trees have a lifespan and I believe the key to success is to provide a balance of protection, flexibility and sensibility. I also believe property owners should have the right to do as they please and if it means they wish to take down their trees, the repercussions should be they pay significantly in the form of a bond for ensured replacement on their own property. If they are not willing or able to plant replacement trees on their own lot, the bond should be retained by the Village to be spent on trees planted in common areas around town. Not only is this a sustainable approach but it is an approach which will prove enough of a deterrent for those whom do not intend to occupy the properties they affect. Regardless, the result will surely be a higher degree of consideration, likely resulting in less significant tree loss.

Respectfully,

Chip Hackley, AIA
As a Wilmette resident for over 30 years, I want to express our families’ support for efforts to strengthen our village tree ordinance. Our village should be a national leader in protecting one of our communities’ most important assets.

Ben and Maureen Ivory
More protection for trees! I’m for that. Cheri Allen
Comment, Public

From: Carla’s Earthlink
Sent: Tuesday, February 22, 2022 11:57 AM
To: Comment, Public
Subject: Tree ordinance

My husband and I strongly support a more rigorous ordinance. We live at Carla and Dean Lindsay

Sent from my iPad
Dear Village Board Members,

I am in support of providing financial incentives/penalties to preserve large trees and heritage trees. Developers who buy properties for tear-downs can cut trees without limit or penalty. When the house next to ours was torn down, right after we moved in over 20 years ago, a developer cut down around ten trees that were shading our property. I strongly believe that had they needed to pay the town for the permits, the number of trees cut down would have been more limited. On the other hand, had they chosen to plant replacements, there would now be a group of substantial trees beautifying the neighborhood!

I am not as concerned about a homeowner who wants to take down a tree. We do, however, need to protect a neighborhood when a builder wants to maximize the ease of construction, and feels that cutting down any number of trees offers the best return on investment.

Thank you,

Andrew Ratoff
Hello-
Just wanted to send another email showing support for a stronger tree ordinance.

Thanks,
Sheetal

Begin forwarded message:

From: Sheetal Shah
Date: February 8, 2022 at 6:26:33 PM CST
To: publiccomment@wilmette.com
Subject: Tree ordinance

Just wanted to send a note that I am a resident of Wilmette and support a stronger tree ordinance.

The trees we have in Wilmette are priceless and we need to do all that we can to protect them. They not only absorb stormwater, store carbon (mitigating climate change), reduce air and noise pollution, and provide cooling shade (reducing energy costs). Trees also provide food and shelter for beneficial insects and birds.

Let's remember those benefits and keep these in mind for future generations.

Thanks,
Sheetal
Please do everything you can to preserve healthy trees in our village. I support enormous fines for anyone who cuts down a healthy tree. I spent one thousand of dollars trying to save my 35 year old ash tree. If your committee can also provide marketing information to encourage homeowners to plant more trees. I support that too.

Sent from my iPhone
Dear Trustees,
Everyday I walk my dog five miles through Wilmette. I have noticed so many large trees removed from private properties to build large houses. It breaks my heart to see how many developers don’t prepare plans that could save a healthy tree. Not only this but how this effects neighbors trees.
Fifteen years ago a landscape company put rock landscaping around a neighbors trees that were on the parkway cutting into the roots of a large Linden, maple, hackberry. These trees have now been distressed and removed. The village needs to prevent this from happening. The community needs to know to alert the village if work like this is occurring in village property.
Please approve my stringent laws to protect our existing trees Thank you.
Joellen Varga

Sent from my iPad
I am a business owner and a longtime resident of Wilmette. I live at . I am deeply committed to the betterment of our community and like the Lorax, I prepared this statement to speak for the trees.

Our tree-lined streets and neighborhoods are an essential part of what makes this village a beautiful place to live, work, and visit, but our trees are so much more valuable than that. Our mature trees store carbon underground, filter and absorb rainwater, help prevent flooding, clean our air, provide shade and temperature regulation, improve our soil, and provide essential habitat, food, and shelter for countless birds, animals, and insects. Putting serious protections and plans into place isn't just a good idea, it is essential and we cannot delay.

We need to adopt as strong a protection plan for our trees as possible. This does not mean just protecting large, mature trees of obvious value. This goes for smaller trees, too. Many people don't think twice about removing a 4-8 inch tree. And without enforced regulation in place for these smaller trees, we won't have any incredible 100-year-old trees in the future.

We must also consider the replacement value as it pertains to its role in our ecosystems. It is not as simple as replacing one tree of a certain diameter with another tree of a similar size. A Ginko is NOT an equal replacement tree for a removed native Oak or Hackberry. Native trees are the cornerstone of our ecosystems, providing support for thousands of insects and caterpillars that the entire ecosystem's food web depends on. Our native Oaks, for example, feed up to 500 different species of caterpillar, which in turn feed hundreds if not thousands of species of birds. We may think of our favorite backyard birds as happy visitors to our birdfeeders. But actually, most baby birds require a diet of caterpillars and other soft-bellied insects, not seeds. A pair of Chickadees, for example, will feed their babies over 6,000 caterpillars before they are ready to leave the nest. And our caterpillars haven't evolved to eat the
leaves of exotic trees or fancy cultivars. So we must provide the habitat to feed the caterpillars in order to save the birds. And this matters. Our location in Wilmette is unique as we are on the path of countless migrating birds. With hundreds of species of birds facing possible extinction, it is not just a nice idea to protect our native trees, it is our responsibility. With that in mind, it is not just a nice idea to protect our native trees and ecosystems, it is our responsibility. If a tree has to be removed from a property, then we must demand replacement plantings that will support our fragile ecosystem.

We also need to be forward-thinking and adopt thoughtful rules about species that are or could soon be listed as invasive. We need to look at trees such as Buckthorn and Bradford Pear as the enemy of our ecosystems. Buckthorn is a known invasive that has permanently altered our local woods and caused such harm to our ecosystems that it is almost unfathomable. And all we can do now is race to remove it as it spreads. But the Bradford Pear needs to be considered as toxic to our local landscape and ecosystems as Buckthorn. Having escaped the quiet suburban yards that it was created for, it has literally destroyed the landscape in much of the east coast, and central midwestern states. And make no mistake, it is happening here in our region too. I urge you to consider this tree a threat to our ecosystems. I urge you to target and remove this tree wherever possible and ban the selling and planting of this tree in our community before it is too late.

People say, 'Can't we just rely on the good faith of our neighbors and trust that people will make good choices about their own private property?' The answer is no, we cannot. I have seen too many neighbors and friends think nothing of removing mature trees from their backyards because the trees disrupted their vision for the ideal addition, or remove numerous trees without permission simply because they wanted a sunnier, more open yard. And many of the area landscape crews either
don't know about the ordinances or don't really seem to care. Local builders continue to max out house size at the expense of our tree canopy and plantings. We need to understand that the tree in our neighbors' yard doesn't just affect them. Their decision to remove trees, or plant invasive species affects the entire community and actually the planet at large.

I am clearly passionate about this issue and my words may sound alarmist. But I assure you the urgency is warranted. The scary truth is we have NO TIME to waste. Issues regarding climate change are here and are going to get worse. Rising temperatures, pollinator collapse, massive extinction of birds, threats to our lake and drinking water, and more severe weather, storms, and floods...the list goes on. We MUST make change now to help offset the realities and ramifications of Climate Change. We cannot afford to adopt watered-down protections and regulations. We should not be content to slide under the radar and follow whatever our neighboring towns are doing. Wilmette has an opportunity to be a leader and a visionary in adopting eco-friendly practices and projects. We ought to lead the way in our multipronged efforts towards sustainability. We need to stop thinking about the Rain Forest or our National Parks as the focus of our conservation efforts to save the planet. We need to look to our neighborhoods and backyards as the opportunities they are. There are many things we can't do as a small community to mitigate the disastrous effects of climate change, but there are things we can do and one of the most basic and important of those things is to recognize the value of our trees. Protecting our trees is a no-brainer.

Thank you so much for taking the time to read my statement and those of our concerned neighbors and friends. I know as elected leaders you have many things to juggle as you make decisions. But let's work together to build and protect our beautiful natural resources, not just for today but for our future.

Thank you.
Respectfully,
Amanda Nugent

--
Amanda Nugent (she/her)
Sweetgrass Gardens
As a fairly new resident of Wilmette I’m very impressed with the beautiful old trees. Please protect them and pass a stricter tree ordinance.

Sent from AT&T Yahoo Mail for iPhone
Dear Trustees,

If you would like a visual image on how the neighborhood streets of Wilmette will look like in the next 15 -20 years without old healthy tall trees, here's two locations, one in Skokie (neighborhood street), and another in Wilmette both off of Ridge/Grosse Pointe/Crawford - just click on the address below, it will take you to Google maps Street view.

8035 - 8500 Crawford Avenue, Skokie IL.
313 N. Ridge Ave., Wilmette

Here are a few benefits of old tall trees, directly from EPA.gov

The use of trees and vegetation in the urban environment brings benefits beyond mitigating urban heat islands including:

- **Reduced energy use**: Trees and vegetation that directly shade buildings decrease demand for air conditioning.
- **Improved air quality and lower greenhouse gas emissions**: By reducing energy demand, trees and vegetation decrease the production of associated air pollution and greenhouse gas emissions. They also remove air pollutants and store and sequester carbon dioxide.
- **Enhanced stormwater management and water quality**: Vegetation reduces runoff and improves water quality by absorbing and filtering rainwater.
- **Reduced pavement maintenance**: Tree shade can slow deterioration of street pavement, decreasing the amount of maintenance needed.
- **Improved quality of life**: Trees and vegetation provide aesthetic value, habitat for many species, and can reduce noise.

Sincerely,
Angela O'Rourke
Wilmette, IL 60091
The Land Use Committee should be applauded and commended for all the work they have done to restore Wilmette's tree canopy. This letter is in support of a strong tree ordinance which would benefit not only our current community but also the future generations. As you are well aware, trees absorb stormwater (especially critical in this area), store carbon (mitigating climate change), reduce air and noise pollution, and provide cooling shade (reducing energy costs). It should also be noted that trees also provided food and shelter for beneficial insects and birds.

Please create the change for our future.

Most sincerely,
Pamela Paulsrud

pamelapaulsrud.com
treewhispers.com
Dear Trustees and Mr. Braiman,

A well-crafted tree ordinance will serve our town now and for years to come. I applaud the Village Board for making tree protection and preservation a priority and working on improving Wilmette's tree ordinance.

Our urban trees are a valuable and critical infrastructure and should be treated as such. We rely on trees in myriad ways for our wellbeing. They have been proven to be one of the most effective entities to protect us against the negative impacts of climate change. Trees should be given the utmost protection possible so that they continue to provide us with their many vital benefits. When we properly protect and preserve our trees, we help them reach their potential to help with the stresses of urban life… like air pollution and stormwater runoff. Trees are hard at work to provide ecosystem services for us, and we should make every effort to protect and preserve them.

Thank you for making trees a priority and thank you for all you do for our community,

Saima Abbasi
Wilmette resident since 1994

--
Saima Abbasi
Board member, Go Green Wilmette
TreeKeeper, Openlands

A 5 minute video of my Sustainable Yard Tour:
https://www.youtube.com/watch?v=pJ9eklALh1Q
Hello Village Board,

I am a long time village resident, and I’m writing to you today in support of as strong a tree ordinance as possible.

Not only should we certainly protect our old hardwoods, which bring so much beauty and supportive habitat to our community, we should also protect our smaller/Newer hard woods and indigenous trees. Which will become our old growth trees of the future.

The benefit of native trees (in particular the Oak) should not be underestimated or discounted mainly to make it easier for developers and others to build with ease. These trees increase our property value, support environmental ecosystems, provide shade and beauty. They should be protected. In fact, the protection and planting of native trees and landscaping should be supported however possible.

Our planet is at a tipping point. Wilmette has taken a step towards acknowledging the earth’s fragility with its new Sustainability Plan. Let’s do the right thing and also put a strong tree ordinance in place.

Thank you for your consideration and efforts towards making this happen.

Sincerely,
Ann Roberts

Sent from my iPhone
Please note- I am in favor of the new tree ordinance to save healthy older trees from being destroyed by builders.
Let them live!!
Colleen DeNunzio

Sent from my iPhone
I am writing to say that I am in FAVOR of the proposed tree ordinance that will protect healthy old trees from being cut down by builders.

Sincerely,

Lee Kuker
Thank you I am in favor.

Chantal meier

Sent from my iPhone
Dear Village Board Members,

I am writing as a concerned, involved, voting resident of Wilmette to strongly urge the Trustees to enact a robust tree ordinance. Please do not dilute the stricter standards for measuring and maintaining the tree canopy in reaction to corporate-oriented, business only, non-resident builders' complaints and wishlists.

Builders of new housing in the Village have never mentioned the overall environmental health of the Village in their expressions of interest in the drafting of the ordinance. They complain of increased costs as it relates to their costs of construction, not once considering the effect on the environment of their stripping land of ecological healthy, pollinator friendly, and environmentally NECESSARY plantings to our future life. They tear down, they build a sterile structure, they do the bare minimum of environmental husbandry that the Village requires, and then they leave to go to the next project without looking back to the change in our living environment for the worse.

I am very tired of the corporatizing of our Village (and country) because some people have more money and can buy anything they want without caring about the aftermath of their actions on our environment or world.

I urge you all to enact a strong canopy ordinance that takes into account the past weaknesses of our ordinance and policies that have opened up Wilmette to an unhealthy environment. I urge you to ensure that the new canopy ordinance doesn't just maintain the status quo but that incorporates best practices to turn the tide of deforestation, and to revitalize and repopulate our tree canopy to as natural a state of environmental health as possible.

Thank-you for your service.
Joann Dinneen
Comment, Public

From: maggie miller
Sent: Tuesday, February 22, 2022 3:35 PM
To: Comment, Public

I am in favor for the ordinance to protect the old trees.

Thanks

Maggie miller
Hi—

I am in favor of the newly proposed tree ordinance that protects healthy old trees from being chopped down.

Thanks for your time,

Liesel Brown

Sent from my iPhone
**Comment, Public**

| **From:** | Kay Gordon |
| **Sent:** | Tuesday, February 22, 2022 3:38 PM |
| **To:** | Comment, Public |
| **Subject:** | Save trees, cost of tree permits too high |

Hi, My name is Kay Gordon. I am a Wilmette resident. I love my trees and the Villages trees. Trees were cut down at Community Playfield to make way for improvements (???) and Other Wilmette parks. I was against this. I love my trees— sometimes a Tree needs to be cut down. This can be very expensive and now you want to increase the cost of tree permits.
I am against this!
Kay Gordon

Sent from my iPhone
I am writing in support of the proposed tree ordinance. How appropriate, during the year of Wilmette's Sesquicentennial, to be so thoughtfully thinking about what makes our Village so special.

Wilmette's trees, particularly its larger trees, deserve protection. In so doing, we are honoring our taxpayers and children by maintaining the Village's character and supporting green practices.

Thank you.

Mimi Rodman
Good afternoon -

I am writing in support of Go Green Wilmette's position on the strengthened tree ordinance.

"We have an important opportunity to strengthen our tree ordinance so that it is adequate to support, protect and preserve our valuable tree canopy. Treating our trees as critical infrastructure demonstrates a forward-thinking approach, one that smart cities and towns nationally and internationally are adopting to better equip themselves for climate change. Protected trees will provide substantial services to our community. Adopting a strong tree ordinance will help establish policies that preserve mature trees, preventing tree canopy decline and the loss of the many benefits trees offer to the whole community, including storm water and carbon storing benefits. This will help make Wilmette more sustainable and climate friendly." - excerpt from GGW statement.

We have lived in Wilmette for over 10 years and, during that time, we have lost most of the canopy trees in our neighborhood, likely due to development. When I was on the EEC and inquired about tree removal data and permits in hopes of quantifying if and how much tree loss was related to development, I was told that the Village does not track that data.

Please vote to protect our trees and encourage Village staff to start tracking tree removal data moving forward so that we can make evidence-based decisions.

Thank you -
Amanda Ault
former Energy and Environment Commissioner
Have you sent a comment? There's a link from Go Green Wilmette. Attending my daughter's talk is complicated or impossible. I'll let you know more when I know more.

On Tue, Feb 22, 2022 at 7:09 AM Comment, Public <publiccomment@wilmette.com> wrote:

Thank you for contacting the Village of Wilmette, we value and appreciate your feedback. To ensure efficient and effective public meetings, the Village will no longer be reading public comments during the course of a meeting. All emailed comments received two hours prior to the start of a meeting will be provided, unredacted, to the Village Board or other appropriate board or commission. Emails received at any time within two hours of the beginning of the meeting until its adjournment will be included in the draft minutes of the meeting.

Public comments may be made during the meeting through YouTube live which will be read aloud during the appropriate portion of the meeting. There is also the option to make a public comment during the meeting via a PC, mobile device, or phone. For complete details and instructions on joining or participating in the meeting, please click here (https://www.wilmette.com/2020/06/12/village-meetings-dial-in-instructions-for-public-comment-participation/).
Hello. My name is Michelle Culbertson. I live at . I would like to submit my vote in favor of the newly proposed tree ordinance to protect healthy old trees from being cut down by builders.

Thank you!

Michelle Culbertson

Sent from my iPhone
I am in favor of an ordinance to stop builders from tearing out old trees. Thank you,

Kris Smith

Sent from my iPhone
I hope the board will act thoughtfully and responsibly to protect the increasingly threatened mature trees in Wilmette. Currently, builders are allowed to destroy tree cover in order to construct ever larger houses on the barren lots they have created. It will take decades for new trees to grow to maturity to replace them, and during this time neighbors will lose the beauty and shade the mature trees had provided. This is destructive to the neighborhood, the village and the environment.

If we continue to destroy the mature trees in Wilmette we will lose much of the distinctive character and beauty of this village. It's not too much to say that our trees are one of most valuable assets here on the North Shore. We need appropriate and strong ordinances to protect them now.

Norman S. Ryan
Brae Korin

Sent from my iPhone
Hi all,
I am a 16 year old going to new trier high school, and I am sending this email in support of the tree ordinance for a couple of reasons. First off is our mindset, we need to have the mindset that we can make a difference in our town with this small act of passing an ordinance. We all need to care about the small things like this and not let the trees get chopped down for huge houses because the trees also take many years to grow to their maturity they’re at right now. Secondly if we take down all the trees then future generations won’t have the use of trees. The simple things like going outside in the summer and having shade in your yard will be replaced with staying inside with air conditioning and further destroying the climate.

Miles

Sent from my iPhone
I am in favor of newly proposed tree ordinance that will protect Wilmette’s treasured older trees.

Monica Schinderle, Wilmette resident

Sent from my iPhone
Dear Wilmette Village Trustees,

I have been a resident of Wilmette for 25 + years. I am in favor of the tree ordinance that was presented by the Land Use Committee at the last meeting. I attended the meeting and found it disappointing and very frustrating. It’s not easy but I’d like to address some of what the group of developers and contractors had to say. The contractors appeared to be against all aspects of the new proposed ordinances seeming to dismiss the ideas entirely without being fully informed on the complexity of all aspects of the subject. I wish that before they criticized they had asked the question, why the need for these ordinances.

On the issue of neighbor notification they dismissed it outright, without asking the village why the need. I view neighbor notification as a great opportunity for neighbors to avoid conflict and bad feelings. Please keep in mind in the case of contractors they are not the neighbors their clients are actually the neighbors. It’s helpful to have a formal opportunity to discuss how a tree removal will effect the adjacent neighbors property, not because they want to block it from happening but to say hey can you try to do everything you can to save this particular tree because taking it down has a negative impact on adjacent property.

Our trees are one of the main reasons Wilmette is one of the most desirable places to buy/build a house. Our trees need to be treated as something of value that’s why we need the fees/new tree planting rules. We need to pay a new forester and cover the costs of enforcing, advising educating and planting. People should not be allowed to just go to the village office and pay 29$ to take down a healthy tree. It’s not fair to the rest of the community. It’s not fair to the previous resident who planted it in the first place and spent the money and time to take care of it prior to the current resident. It isn’t right to just wipe out that previous resident/landowner efforts without out any consideration.

One contractor said the ordinances were all about carbon sequestration. That’s not the case. The native trees, particularly oak trees are vital to sustaining life and diversity. The native trees support all varieties of birds, bees, butterflies, bugs. Mature oak trees being the most important native species, supporting nearly twice as many species as other native trees. The trees also provide cooling shade not only for the homeowners but also for the community on sidewalks and streets.

I also think we should add something about soil care, soil protection and amending soil during construction. There is only about 18” of healthy living black topsoil in the yards in our area, all below that is heavy clay. All tree roots, (and shrubs grass and plants) grow in just those few 18 or so inches. The heavy equipment compacts the topsoil and when they dig the hole for the foundation they dig up the clay and bring it to the surface where it does not belong. The heavy clay then gets spread on top of the valuable topsoil and mixed in by the heavy truck activity. Trees, grass, plants and shrubs can’t survive in that can’t of soil condition. They can’t extract nutrients or get proper water. When the topsoil is compacted and mixed w thick clay it can’t absorb water. The trees don’t get adequate water and it also causes water to run off into the adjacent neighbors yard. The trees don’t die right away. It can take 5,6,7,8 years for a large mature tree to die from soil degradation. By that time the contractor is gone and the property owner and adjacent neighbor and village are left with the problems.

Thank you for taking the time to read my email and thank you for taking on this very important and complex village topic.
I encourage you to read Doug Tallamy’s 2 latest books: “Natures Best Hope a new approach to conservation that starts in your yard” and The Nature Of Oaks”. Well informed explanations as to why we need the proposed tree ordinances, the “cliffs notes” on the subject of the importance of backyard trees and soil.

Cady Liederbach

Sent from my iPhone
To: Wilmette Village Board of Trustees

From: Go Green Wilmette

Date: February 22, 2022

Subject: Supporting a strong tree ordinance for Wilmette

Following up on our longer statement of February 7 in favor of a strong tree ordinance for our community, Go Green Wilmette would like to reiterate our thanks to the Land Use Committee and the Village staff for investing time and effort to improve Wilmette’s tree preservation policies.

We strongly support the recommendations of the Land Use Committee to the Village Board and hope the Village Board will adopt the strongest possible tree preservation ordinance, reflecting the widespread support for this by Wilmette residents.

We look forward to the opportunity to continue our partnership with the Village in support of our vital community resource, our trees.

Thank you.

On behalf of Go Green Wilmette’s Board of Directors:

Beth Drucker, President

Saima Abbasi, Nicole Boomgaardens, Kathryn Calkins, Amy Hanna Downey, Linda Kurtz, Nancy Pavkovic, Tina Schultz, Marcia Heeter, Margaret Martin Heaton, Debbie Saad, Enid Smith, and Carolyn Lvoff

Tree Preservation Committee:

Saima Abbasi, Committee Chair

Anne Nagle and Piper Rothschild, Community Advisors
Kathryn Calkins, Amy Hanna Downey and Linda Kurtz, Go Green Wilmette Board Members

Go Green Wilmette’s mission is to raise environmental awareness, inspire people to take action and create a more sustainable community.

You cannot escape the responsibility of tomorrow by evading it today.

Abraham Lincoln
Thank you for considering a new tree ordinance for Wilmette. My name is Claire Labuda and I am a senior at New Trier Highschool. I think a new and improved ordinance would give us as a village a chance to become a more environmentally friendly place to live by protecting our trees. Trees are beneficial in a multitude of ways, from helping absorb water (which prevents flooding), to improving air quality and absorbing carbon emissions. With climate change upon us and carbon emissions skyrocketing, we can do our part to be a greener community by protecting our trees. I have lived in Wilmette my entire life, and have many fond memories as a child playing under the shade of trees in the summer. In the past few years, I have seen so many large healthy trees removed due to no reason but construction. Trees have many benefits to our community and their removal should not be taken so lightly. Many neighboring towns such as Winnetka and Highland Park have more detailed tree ordinances to protect the large, native trees of the north shore from demolition projects. I think Wilmette could also benefit from a new more robust tree ordinance to help preserve these beautiful native trees.

Claire Labuda

Sent from my iPhone
To the Village Board & Land Use Committee,

My apologies in my brief response previously. We are all dealing with multiple projects that reduce our availability for out-of-sequence items we wish to respond to. My previous email was a bit short in information.

To further support my previous email, Wilmette is on the proper course of action regarding the reevaluation of their tree ordinances. Over the course of a year, my firm would typically renovate/expand or provide a new garage for 40+ local homeowners. In our 20+ years of working here, we've only been questioned once regarding an existing tree and how its removal would impact the Village. We feel Wilmette should be doing more to protect the existing trees and make homeowners aware of the benefit their existing trees provide.

Again, I cannot emphasize enough how important it is to upgrade the current code standards for tree replacement or protection so that we are at least on par with the City of Highland Park, who runs an amazing tree protection program.

My two cents.

Regards,

Chad Boomgaarden, AIA, NCARB
Principal

Boomgaarden Architects LLC
1315 Central Avenue
Wilmette, Illinois 60091
847.226.3230
www.boomarch.com

To the Village Board & Land Use Committee,

I am in full support of your efforts to improve upon our existing tree ordinance.

We architects are very familiar with the varying rules and regulations regarding tree ordinances along the north shore. Wilmette is due for an update to bring us up to the current standards commonly used in other municipalities.

Thank you for all your efforts.

Regards,
To the Village Board -
We have lived in Wilmette for over 30 years and I still marvel at all the glorious trees that line our streets and dot the landscape. We must do all we can to preserve these living creatures, as they bring so much life to our village and to our planet.

We fully support the strong revisions to our village tree ordinance! Please vote to accept the work done by the Land Use Committee. Bravo!

Tina and Bob Schultz
We would like to express our support for the Tree Ordinance presented by the Land Use Committee and are urging the Village Board to adopt this ordinance as written. We are 21+ year residents and take pride in our beautiful Village and would like to see it remain very tree rich. Our understanding is that over 80% of trees are on private property so adopting such an ordinance, similar to those in the communities surrounding Wilmette, is a very forward-looking move and will be a benefit for generations to come.

Thank you for your consideration,
The Pavkovic Family

Wilmette IL
Make it harder for residents, builders and developers to cut down healthy trees, especially older ones, just so it’s easier to tear down an existing structure and build an enormous new house. The trees are a needed gift of Mother Nature that will help preserve our precious environment. Most houses cannot do that.

Hilary Anderson

Sent from my iPhone
Please consider our trees as the natural resource & wonder that they are. They make our village what it is!

Dave & Fran Dudzinski

Sent from my iPhone
To members of Wilmette Village government Thank you for the opportunity of watching a village government meeting. This was an exciting experience to observe enthusiasm from so many young men and women.

It was May 1967 that I and my husband purchased our first and only home. We were fortunate in that we obtained our mortgage with Northwestern University where he was a member of the School of Music. Our daughter was 3 years old. That next month our son was born at Evanston hospital and in August 1967 the four of us made the move from Evanston to Wilmette.

I've enjoyed my home - even tho now I am the only one living here. My husband, Fred, died suddenly April 17, 2019. After his death I donated the book he wrote and four of his CDs to the Wilmette Public Library. Fred is on Wikipedia/also youtube playing his alto saxophone.

It's wonderful that there is communication between village government and citizens of the village. To have an open meeting like this is WONDERFUL!

I have an invisible disability ...a severe hearing loss. Yes, this time of masks brings frustration to many. There are masks available with plastic over the mouth. Perhaps members of village could obtain and use that style. Then we with this particular disability can read your lips. The camera could zero in on person's head/shoulders. Everyone could slow down the rate of their speech. Look up at the camera. Visitors and participants to a village meeting - obviously cannot meet all those desired requirements.

I try and not drive at night so I was so delighted to learn of the open meeting on WCTV. What a treat!

My neighborhood is changing. So many new families arriving. Thank you for an informative worthwhile evening.

Sincerely

Junita (Nita) Hemke
To Whom It May Concern-

I am writing in support of the proposed changes to the Tree Preservation Ordinance.

Ever since I was young, I loved the outdoors. I'd roam around outside, running around, riding my bike, and climbing trees. I always had a fascination with nature and the wilderness. Unlike being in school, I could be myself, outside of the tall brick buildings filled with loud children and serious teachers. Escaping outside meant peace and quiet. The birds and the squirrels of the trees didn't judge me like people in school and the human race around the world. Animals don't strive for wealth or popularity. They were just themselves, and I could be me, wandering around the outdoor world with no worries or people on my mind. When I get tired in the burning heat of the summer, I would escape to the safety of the shade under huge trees, while robins would chirp down at me while I collect the skins that cicadas had shed for the summer. This was the way to live, I had decided many summers ago. Carefree, surrounded by the things and being in the place you love the most: the grass, the trees, the sun, the animals.

As a young child, I'd often find safety in the shade of an enormous Elm Tree in my front yard. That tree was the home to many different kinds of wildlife: squirrels, insects, plants, and last but not least, birds. When I'd sit under this enormous tree over the years, birds of different families and types would fly over my head: robins, sparrows, chickadees, crows, and sometimes even hawks would fly around the tree as I watched from underneath, or afar. Eventually, as I started growing into my teens, the old elm tree got sick and died. After a while, life stopped buzzing around the tree, and the old elm was demolished and taken away. Although I initially felt sad because of the lack of life around my house, the old tree helped me realize my passion for wildlife, specifically animals. That led me to picking up the Ornithology event in Science Olympiad at New Trier, where I currently attend as a freshman. The wildlife around my house may have left, but I realized a passion of mine that I had carried around ever since I was a little boy. Wildlife can't be replaced, but it can be healed back, slowly. Today, a Scarlet Oak Tree stands in my front yard, near the grave of my favorite tree. It started as a sapling, but it has grown big in its first few years. No, it's not the same as the old Elm Tree, but that's life. Nothing is ever the same, but over time, it can be better than before.

When people think of relationships and connections, they think of human relationships. But some enjoy the company of pets, and they assume the title of the owner. Outside, I thought of everything as equal. In my young eyes, I saw myself, a human, equal to the trees, the plants, the birds, and the rabbits. But as I grew older, I realized that the human race viewed itself as the highest beings on the planet; kings. Humans control the world, I quickly learned. They control all, and don't plan on losing that grasp anytime soon. But, "With great power comes great responsibility." Humans contain the power of Mother Earth. We must preserve this planet, because we are the ones who are held responsible if we lose Mother Nature and her beauty. As humans, we should know that we only have one chance. We only have one life, and one time to make decisions. If we screw up by ruining the earth, who is going to be held accountable for messing up our one chance? Who is held responsible for destroying the natural beauty of earth that we can never get back? Who takes the blame for ruining the experience of future generations? An experience that they can never get back? But, we can also change the lives of millions, humans, animals, and plants. One step at a time.

Sincerely,
Jack Chiang, NT '25
Glencoe, IL
Hello,

I’m writing in regards to the newly proposed tree ordinance. We are in favor and want to protect healthy old trees from being chopped down by builders.

Thank you,
Sarah and EJ Behrendt

Sent from my iPhone
Dear Sentra I was watching the meeting on Tuesday night and I want to applaud you for all the work that you are doing to save our canopy and increase it. I have lived in Wilmette for over 40 years I reared my children here and now our grandchildren are here too. I live at Mallinckrodt. Thank you from the bottom for my heart for thinking of the beauty and health for the now and the future of our community. Please past this along to the other trustees.

Sincerely, Mary Demetrio

Sent from my iPad
Hello,
As a lifetime resident of Wilmette I’m writing in support of the tree preservation ordinance, written as it was proposed vs. alternate wording. I feel we need to stand up for the trees and make that known by giving anyone thinking of removing a healthy tree pause. An ordinance that requires a couple of reasonable hoops to jump through does that.

In addition to the ordinance I would like to see a tree planting campaign that encourages private citizens, developers and the village to plant more trees to not just make up for the canopy we have lost but to make our village even more beautiful, hospitable to insects, birds and other animals and attract new residents who appreciate and respect nature. Please don’t water down the language or give leeway to 3” next to a structure. I thought that rep Plunkett made a great point about that at the village meeting - if that 3” is exempt, how will we have a holistic picture of what is happening with the trees? Let’s protect the trees. They are unable to protect themselves.

Thank you,
Malia Zoghlin Wean
The Land Use Committee recommended that the fee be set at $175/inch, which is consistent with the average fee charged by our neighboring communities.

**We strongly support the LUC’s proposal**, as I believe it is the only one that provides adequate compensation for the loss of our collective canopy.

Dennis and Chris Director

On Tue, Feb 22, 2022 at 7:31 AM Dennis Director wrote:

I have seen neighbors cut down beautiful mature trees that were in good health.

The entire community lost the valuable benefits those trees provided in absorbing stormwater, storing carbon (mitigating climate change), reducing air and noise pollution, and providing cooling shade (reducing energy costs). Those trees also provided food and shelter for beneficial insects and birds. We cannot get back the full loss of those trees, but by requiring the planting of new trees, we can begin to restore the canopy and, hopefully, regain those lost benefits for future generations.

We need more protection! Thank you for working on this important issue.

Dennis and Chris Director
Meeting Date: March 8, 2022

To: President Plunkett and Village Board of Trustees

From: Erik Hallgren, Assistant Village Manager
       Cliff Ruemmler, Procurement Specialist

Subject: Contract Addendum Section – Purchasing Resolution Exhibits

All purchasing items brought forth to the Village Board include a resolution that authorizes the Village Manager to execute contracts. As part of each purchasing resolution there is an Exhibit that includes the contract documentation.

Due to the size of the contracts that are attached as Exhibits and the goal of streamlining the agenda packet and memos for the Village Board, staff is now including all the contracts in a new addendum section at the end of the Village Board Agenda Packet.

There are two ways to access the contract documents. The first way is through each Resolution; in the Exhibit Sections there will be a hyperlink that will take you directly to the contracts. The second way is to navigate directly to the addendum section, which will include a cover memo with all contracts recommended for approval at the meeting.

Contracts recommended for approval at the March 8, 2022 Village Board Meeting

3.13 Resolution #2022-R-27 authorizing the Village Manager to execute a contract in an amount not-to-exceed $60,000 with RJN Group for west side sanitary sewer evaluation services.

3.14 Resolution #2022-R-28 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $52,200 with Corrective Asphalt Materials, LLC, for pavement rejuvenation services.

3.15 Resolution #2022-R-29 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $27,000 with Patriot Pavement Maintenance, Inc., for crack sealing services.

3.16 Resolution #2022-R-30 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $190,300 with Chicagoland Paving Contractors, Inc., for asphalt patching services.
3.17 Resolution #2022-R-31 authorizing the Village Manager to execute a contract in the amount not-to-exceed $56,495 with Christopher B. Burke Engineering, Ltd., for Phase II engineering services for the Wilmette Avenue Resurfacing Project Green Bay Road to Ridge Road.

3.18 Resolution #2022-R-32 authorizing the Village Manager to execute a contract amendment with Standard Equipment Company for the trade-in credit of a street sweeper.

3.19 Resolution #2022-R-33 authorizing the Village Manager to execute a contract in the amount not-to-exceed $34,806 with Monroe Truck Equipment for equipment outfitting a medium duty truck chassis.

3.20 Resolution #2022-R-34 authorizing the Village Manager to execute a five-year contract in the amount not-to-exceed $69,320 with Fleet Analytics, LLC, for GPS fleet vehicle tracking services.
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 22058

For:

Sanitary Sewer Evaluation Services

With:

RJN Group, Inc.
200 West Front Street
Wheaton, IL 60187

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and RJN Group, Inc. Do not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement (“Agreement” or “Contract”) is to assist the Village of Wilmette (“Village”) with the Village’s ongoing sanitary sewer evaluation related to meeting the long-term program requirements of the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) (“Sanitary Sewer Evaluation Services” or “Work”) per the Specifications in Attachment One (“Attachment One”) and Attachment Two (“Attachment Two”) of this document. The Agreement is for the proposal offered by RJN Group, Inc. (“Consultant”) to the Village.

2. This Addendum is made pursuant to the proposal dated February 15, 2022, attached as Attachment One. Together this Addendum, Certificate of Compliance, Attachment One and Attachment Two shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into the Certificate of Compliance, Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed $60,000.00, including expenses.

5. Payment. Consultant shall submit invoices by email to AP@wilmette.com and must include the Village’s Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village’s Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village’s Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices will be paid net of any damages assessed by the Village against the Consultant as outlined in Attachment One and Attachment Two.

6. Tax Exempt. The Village is a tax-exempt municipality. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Consultant shall not charge the Village any tax incurred by the Consultant for these services.

7. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One.

8. Coordination of Work. Consultant shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

9. Supervision of Work. Consultant shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Consultant shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Consultant in the completion of the work.
10. **Quality of the Work.** Consultant shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Consultant performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

11. **Title and Risk of Loss.** Title to the Work shall pass to Village upon completion of the Work and acceptance by the Village. Consultant shall bear all risk of loss until title passes.

12. **Warranties.** Consultant agrees to provide warranty coverage per Attachment One and Attachment Two, and to cooperate with Village in the event Village makes any warranty claim.

13. **Timing of Work.** No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village.

14. **Limitation of Remedy.** Village’s liability to Consultant for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

15. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

16. **No Collusion.** The Consultant represents and certifies that this Contract is made by the Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village’s option, be null and void.

17. **Licensure and Compliance with Laws.** Consultant represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Consultant shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

18. **Amendment.** No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Consultant.

19. **Assignment.** The Contract may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

20. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier:
21. **Binding Effect.** The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

22. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under the Contract by any person, firm, or corporation other than the Consultant shall be made, or be valid, against the Village.

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

24. **Consultant’s Insurance Requirements.** At the time of execution of the Agreement, Consultant shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an “Additional Insured Endorsement” provided on standard Insurance Service Office (“ISO”) forms which shall be made a part hereof. Use of “manuscript” or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured’s on all required insurance policies.

Consultant shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Consultant or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

a. Commercial General Liability, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000;

b. Umbrella Coverage, $2,000,000 per occurrence;

c. Business Auto Liability, $1,000,000 combined single limit for bodily injury and property damage;

d. Workers Compensation – covering all liability of the Consultant arising under the Worker’s Compensation Act and Workmen’s Occupational Disease Act; Employers Liability $1,000,000.00 (the policy shall include a ‘waiver of subrogation’); and,

e. Professional Liability – $1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Consultant under this Agreement, and providing for indemnification and defense for injuries arising out of...
same, with a deductible not-to-exceed $50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

All insurance required herein of Consultant shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Consultant shall require all subcontractors not protected under the Consultant’s policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Consultant. Consultant shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Consultant expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Consultant’s responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Consultant’s insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Consultant’s insurance and shall not contribute with it.

25. **Kotecki Waiver.** Consultant (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker’s Compensation Act and cases decided there under. Consultant agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys’ fees, which the Village may sustain as a result of personal injury claims by Consultant’s employees, except to the extent those claims arise as a result of the Village’s own negligence.

26. **General indemnification.** To the fullest extent permitted by law, the Consultant will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys’ fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Consultant, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Consultant, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other party under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.
27. **Intellectual Property.** Consultant represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Consultant for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively “Intellectual Property”) created by or provided by Consultant, Consultant’s employees or Consultant’s independent contractors for purposes of fulfilling the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Consultant represents and warrants that all Intellectual Property provided to the Village by Consultant will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third-party. Consultant agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney’s fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third-party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third-party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Consultant will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys’ fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Consultant’s expense. Consultant agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Consultant’s option, Consultant shall promptly either: (i) procure for the Village, at Consultant’s expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Consultant’s expense, so that the Intellectual Property become non-infringing.

Consultant shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

28. **Geographical Information.** All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Consultant in their completion or pursuit of the Contract.

29. **Use of Village’s Name, Employee Name(s) or Image(s).** The Consultant shall not use or permit the use of the Village’s name and/or logo, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.
30. **Non-exclusivity.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

31. **Contract Termination.** The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day’s written notice to the Consultant. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Consultant. Default is defined as failure of the Consultant to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Consultant shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Consultant. The Consultant will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

32. **No Liability of Public Officials.** No official, employee or agent of the Village will be charged personally by the Consultant, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village’s execution or attempted execution, or because of any breach hereof.

33. **Change In Status.** The Consultant shall notify the Village immediately of any change in its status resulting from any of the following: (a) Consultant is acquired by another party; (b) Consultant becomes insolvent; (c) Consultant, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Consultant ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Consultant immediately on written notice based on any such change in status.

34. **Subletting of Contract.** The Consultant may sublet portions of the work; however each subcontractor must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Consultant and shall be subject to approval by the Village. Consultant shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Consultant and Consultant shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Consultant.

Consultant shall be fully responsible to the Village for any and all acts and omissions of the Consultant’s suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Consultant.

Upon receipt of payments from the Village, Consultant shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor, reflecting the percentage actually retained from payments to the Consultant on account of such subcontractor’s work. Consultant shall require in any contract with subcontractors that each Subcontractor make payments to their subcontractors, vendors and suppliers in similar manner.
In no case shall the Village’s consent relieve the Consultant from its obligation or change the terms of the contract. At all times the Consultant shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Consultant.

35. Illinois Freedom of Information Act. Consultant agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) days after Village issues notice of such request. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Consultant’s actual or alleged violation of the FOIA or Consultant’s failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Consultant request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as reasonable attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys’ and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Consultant’s request to utilize a lawful exemption to the Village.

36. Conflict of Forms. In the event of a conflict between the terms in this Contract, the Attachments to the Contract and/or any other terms accompanying any other documents submitted to the Village by Consultant, the terms of the Contract shall control.

37. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.


Remainder of Page Intentionally Left Blank
38. Effective Date. The Contract shall be binding on the parties and effective only as of the
date fully executed by both parties.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of __________________, 2022

____________________________________________________________________
Michael N. Braiman, Village Manager

Attest: ________________________________
Cliff Ruemmler, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of __________________, 2022

____________________________________________________________________
Signature        Position/Title

______________________________
Print Name

______________________________
Print Company Name
CERTIFICATION OF COMPLIANCE

DESCRIPTION:  Sanitary Sewer Evaluation Services

RJN Group, Inc., having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: (initial all that apply)

PLEASE CHECK ALL APPLICABLE BOXES

☐ BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☐ SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☐ PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☐ EQUAL PAY ACT: Consultants, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.

☐ CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Consultant who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Consultant personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Consultant will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

☐ DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

1) Publishing a statement:
   a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Consultant's workplace.
   b) Specifying the actions that will be taken against employees for violations of such prohibition.
   c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      i) Abide by the terms of the statement; and
      ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

2) Establishing a drug free awareness program to inform employees about:
   a) the dangers of drug abuse in the workplace;
   b) the grantee's or Consultant's policy of maintaining drug free workplace;
c) any available drug counseling, rehabilitation, and employee assistance program; and
d) the penalties that may be imposed upon employees for drug violations.

3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.

7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

8) Failure to abide by this certification shall subject the Consultant to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

☐ NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys’ fees and costs) arising from or related to any breach of the foregoing representation and warrant.
EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), 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 the contract may be cancelled or voided in whole or in part, and such 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:

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

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. 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.
ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof. (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

3) Deduction from compensation: No Consultant, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Consultant by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.

6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.

7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm’s ownership, management or staff will immediately notify the Village of Wilmette in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm’s ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm’s ownership, management or staff, has an affiliation or a business relationship.

We have a good safety record with OSHA.

We have had an OSHA violation within the past 5 years. (Attach explanation)

Federal Employer Identification # (FEIN):
IL Secretary of State File #:
IL Department of Employment Security #:
IL Department of Revenue Registration #:
IL Department of Professional Regulation #:
Other Applicable Registration / License #:

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: ______________________________________________________
   (Signature)

By: ______________________________________________________
   (Print Name and Title)
   d/b/a____________________________________________________

Business address: ___________________________________________

________________________________________________________

Business Phone #:__________________________________________

Cell Phone #:______________________________________________

E-Mail Address:____________________________________________
ATTACHMENT ONE
CONSULTANT’S PROPOSAL DATED 02/15/2022
February 15, 2022

Ms. Brigitte Ann Berger-Raish, P.E.
Director of Engineering and Public Works
Village of Wilmette
711 Laramie Avenue
Wilmette, Illinois 60091

Subject: PROPOSAL FOR 2022 MWRD IICP SANITARY SEWER SERVICES

Dear Ms. Berger-Raish:

RJN Group, Inc. (RJN) is pleased to submit this proposal to provide Professional Engineering Services to assist the Village of Wilmette (Village) in meeting the Long-Term Program requirements of the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Infiltration/Inflow Control Program (IICP). The Village is working on completing the Long-Term Program requirements.

**Key Project Goals and Objectives**

RJN has provided assistance to the Village on the sanitary system since 2011. The work on the IICP started in the Princeton Basin, which is roughly the area between Ridge Road and Skokie Boulevard/Ramona Road. In 2013, RJN completed smoke testing in the Kenilworth Gardens area. In 2017, RJN completed smoke testing in the rest of the Princeton Basin. In 2021, RJN smoke tested approximately 55% of the Harms Road Basin. Smoke testing identifies both public and private sector defects that allow stormwater and groundwater to enter the sanitary system. The public sector defects are being directly handled by the Village’s Public Works staff.

RJN is assisting with addressing the private sector defects within the Princeton Basin. These private sector defects were put into the following categories:

- **Level 1** – These defects can be addressed at low cost to the property owner and include sources such as downspouts and cleanouts.
- **Level 2** – These are other exterior defects such as laterals and area drains that are much higher cost to address.
- **Level 3** – These are interior sources such as sump pumps and foundation drains. Note that we did not complete interior building inspections, so we estimate that only a small percentage of these sources were identified by smoke testing.

In coordination with Village staff, we have been working with the property owners to address the Level 1 defects. Property owners were notified of the Level 2 defects, but there is currently no plan to follow up with enforcement.
All but two of the Level 1 defects from the 2013 smoke testing in Kenilworth Gardens have been addressed. These two property owners have received three letters and are now fully under Village staff for enforcement.

From the 2017 smoke testing, the following private defects were found:
- Level 1 – 193
- Level 2 – 235
- Level 3 – 33

The 193 Level 1 defects were reduced to 86 property owners that received their first follow up letter in 2018, 2019, or 2020. This reduction is due to properties with multiple sources, defects that were confirmed as addressed after smoke testing and suspect defects that were confirmed by dye to not be connected.

During 2021 two rounds of field confirmations were performed. The first round in June found that 46 properties had repaired their defects. The remaining 40 properties had second-round letters sent out in July. After the letters were sent to residents, field confirmations in November were able to confirm an additional 13 properties had repaired defects. The remaining 27 properties will need follow up in 2022 with a third round of notifications and field confirmations. For the sources that have been confirmed to be removed to-date, we estimate that 140 gallons of flow every minute have been removed from the system during a one-year recurrence storm event (the average largest storm in a year).

In 2022, RJN will assist the Village with continuing the Long-Term Program by assisting with identifying and removing clear water sources from the sanitary system. Under this proposal, RJN is proposing to provide the following services to the Village in 2022:

- Continuation of the Private Sector Program assistance that we have been providing for the Princeton Sanitary Basin. This includes sending letters to residents that have improper clear water connections that need to be removed and then confirming compliance. The attached exhibit shows the Private Sector Program status. Informational materials will be prepared for the Village to post on the website detailing ways for residents to reduce or eliminate inflow into the sanitary system and a summary of the results of the SSES and private sector notifications program. Multi-year project summary updates will be prepared as requested by the Village.

- Smoke testing roughly 45% of the Harms Road Basin. Smoke testing of 55% of the Harms Road Basin has already been completed in 2021. The attached exhibit shows the areas that will be smoke tested in 2022 and which areas were smoke testing in 2021. The sewers along Skokie Rd that are anticipated for 2022 smoke testing will need more traffic control effort. Similar to the Princeton Basin, the smoke testing will identify defects and improper
connections to the sanitary system that should be addressed. As this project will complete the smoke testing in the Harms Road Basin, a full summary report of both project years will be completed and submitted for Village review. The smoke testing report will include recommendations for planning public sector and private sector improvements.

**Price and Schedule Summary**

The project will be invoiced on a unit price, lump sum or time and materials basis, not-to-exceed $60,000. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Project Maps

We are looking forward to the opportunity to work with the Village of Wilmette on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact me at 630.682.4700 x 1314 if you would like to discuss this proposal in detail or if you have any questions.

Sincerely,

Michael N. Young, P.E.
Senior Vice President
EXHIBIT A
SCOPE OF SERVICES

Our proposed scope of services is as follows:

1. Private Sector Assistance

These services are a continuation of the Private Sector Assistance Program. This program has been initiated in the Princeton Basin that smoke tested in 2017. RJN has been working with Village staff to issue letters to Village residents notifying them of defects or improper connections allowing rainwater into the sanitary system that needed to be corrected. Prior to issuance of the letters, RJN confirms that there are connections to be corrected by each resident. Each letter gives the resident a period of time for the correction and RJN staff completes a compliance check after this period has expired.

The MWRD IICP required that the Village identify a high-priority area (HPA) as part of the short-term program. The Village selected the Kenilworth Gardens area and part of the Princeton Basin for the HPA. All the HPA has received three letters and the remaining sources that have not been corrected will continue to be addressed by Village staff for enforcement.

The larger non-HPA portion of the Princeton Basin has received two letters (the first round in 2019/2020, and the second in 2021). Follow up letters for the sources that have not been corrected will be issued in 2022.

Private sector assistance will be provided on a time and materials basis as needed and is expected to include the following services:

a. Provide a list to Village staff of the sources that have received three letters and are still not compliant.

b. Issuance of a third letter to the residents in the Princeton Basin area that have only received two letters to date and have been confirmed as not compliant. We will use the same third letter that was sent to the residents in previous submissions with more strongly worded notification of the need for compliance.

c. Follow up inspections for resident compliance of the letters sent under Task 1.b

d. Provide a list to Village staff of the non-HPA area sources that have now received three letters and are still not compliant.

e. Submit summary of compliance status to Village staff.

f. Provide informational material for the Village to post on its website. This may include a progress summary of the private sector disconnection program and how residents can reduce I/I into the sanitary system on their properties, with resources and guides to disconnecting private sources.
g. As requested by the Village, complete multi-year summary status updates detailing the results of SSES and private sector notification work completed in the Kenilworth Gardens, Princeton, and Harms Road basins. This may include estimates of the infiltration and inflow (I/I) caused by both public and private sector defects, estimate of the diversion attributed to rehabilitation and repairs made in the basins, and GIS status map(s).

2. Smoke Testing
   a. Prepare a draft resident smoke testing notification letter for the Village to send to the affected residents and business owners. The letters will include RJN contact information for use during the smoke testing. If necessary, provide bilingual letter in Spanish.
   b. Prepare smoke testing door hangers to be hung by RJN staff at each address less than one week prior to smoke testing. These will also include RJN contact information and can be bilingual if necessary.
   c. Notify Village staff and the fire and police departments of planned smoke testing activities, including daily updates. Request assistance from Village staff on traffic control when needed.
   d. Provide equipment, personnel, and smoke as necessary for smoke testing.
   e. During smoke testing, erect smoke testing signs near the testing area and answer resident and Village questions on-site as well as through phone calls.
   f. Use handheld electronic data collection equipment for collecting smoke testing data.
   g. Provide inspection results on Clarity™.
   h. Smoke test approximately 40,000 linear feet of sanitary sewers.
      i. Smoke Testing – High Traffic: Smoke testing along Skokie Rd will require additional time and resources to coordinate traffic along the road and intersections. It is anticipated that additional RJN and Village effort is needed to ensure that smoke testing is completed safely. Approximately 2,700 linear feet is anticipated to be high traffic.
      j. GPS locate each identified defect and take a minimum of one digital photograph of each defect.

3. Smoke Testing Summary Report
   a. During the project provide access to web viewer that will provide status of data collection, access to data collected, including field collected media.
   b. Upon completion of field data collection, organize data from individual field services into a comprehensive summary report:
      i. Summary of work completed;
      ii. GIS map of inspected segments and identified defects;
iii. Summary of identified defects and results;
iv. Recommendations for follow-up SSES work;
v. Recommendations for rehabilitation;
vi. Recommendations for Level 1 private sector defects to be addressed in future private sector assistance programs; and
vii. Prepare a multi-year repair recommendation plan to address both public and private sector defects identified during 2021 and 2022 smoke testing. This will include recommended scope and budgetary cost estimates.

c. Submit a pdf of draft report.
d. Address City comments on draft report and revise.
e. Submit one digital copy of final report, and up to two hard copies.
f. Provide one digital copy of final report files, data, media, and GIS deliverables.

2. **Project Management and Meetings**
   a. Provide project management services for the duration of the project. Attend up to two in-person or virtual meetings with Village staff and the fire department (if necessary).

**Items Requested from Village**

1. Address remaining private sector sources that have not been corrected and the property owner has received three letters.
2. Send resident smoke testing notification letter to the affected residents and business owners.
3. Provide traffic control assistance when requested, particularly on Illinois Department of Transportation (IDOT) and Cook County Department of Transportation (CCDOT) roadways.
EXHIBIT B
PRICING

The project will be invoiced on a unit price, lump sum or time and materials basis, not-to-exceed $60,000. The time and materials tasks will be invoiced at a multiplier of 3.29 similar to previous projects.

<table>
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<th>Tasks</th>
<th>Unit Cost</th>
<th>Units</th>
<th>Quantity</th>
<th>Total Cost</th>
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<td>Smoke Testing Summary Report</td>
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<td>Lump Sum</td>
<td></td>
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<tr>
<td>Project Management and Meetings</td>
<td></td>
<td>T&amp;M</td>
<td></td>
<td>$3,000</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
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<td><strong>$60,000</strong></td>
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EXHIBIT C
SCHEDULE

Based on a notice to proceed by April 1, 2022, the schedule for each task is as follows:

Private Sector Assistance:
- Send next round of letters by June 30, 2022
- Follow up inspections for June 2022 letters by November 1, 2022
- Updated status summary to Village by December 15, 2022
- Deliver additional disconnection resources and progress summary updates as requested by the Village

Smoke testing requires dry conditions for best results and is usually completed from July through October:
- Field services completed by October 1, 2022
- Submit summary report by November 30, 2022
EXHIBIT D
PROJECT MAPS

Princeton Place Basin
1st notification: March 2019
Field confirmations: November 2020
2nd notification: July 2021
Field confirmations: November 2021

Kenilworth Gardens Area
1st notification: June 2014
2nd notification: May 2017
Final notification: April 2019
Field confirmations: November 2020

High Priority Area

Princeton Place Basin
1st notification: August 2018
2nd notification: April 2019
Field confirmations: June 2021
3rd notification: July 2021
Field confirmations: November 2021
ATTACHMENT TWO
GENERAL CONDITIONS

The following General Conditions are an integral part of and are incorporated into the Agreement.

1. Working Hours

   All work shall be performed on Weekdays between the hours of 7:00 a.m. and 7:00 p.m. and Saturdays between 9:00 a.m. and 6:00 p.m., except in the case of urgent necessity as determined by the Village. No work shall be performed on Sundays and the following Village Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (the fourth Thursday and Friday in November), and Christmas Day.

2. Inspections

   The Village shall have the right to inspect, or to have inspected by its representative, any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items or work not complying with the Agreement are subject to rejection. Any items or work rejected shall be removed from the site and/or replaced at the sole expense of the Consultant. Consultant will make every effort and means available to facilitate the inspection of the work. Any work or material, which is deemed to be defective, must be rebuilt, replaced, or removed at the Consultant’s own expense. Any omission to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean acceptance of the work or material.

   Consultant shall not be relieved of its obligations to perform the work in accordance with the Contract either by the actions of the Village or other Village Consultant in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Consultant.

3. Coordination of Work

   If the Consultant has one or more crews working in the Village, the Consultant shall also have a designated manager level or above representative in the Village and available as an emergency contact by mobile phone within thirty (30) minutes. The representative shall call and provide their name and cell phone number to the Village prior to the start of work.

   The representative shall have a complete working knowledge of the specifications of the Work included herein, oversee the work being performed by the Consultant’s crews, and meet weekly with a Village employee to inspect and sign-off on the work performed.
In addition, the representative will also have full authority to:

a. Manage, engage and/or discharge Consultant’s employees.

b. Promptly supply any necessary equipment, materials, or incidentals; and,

c. Negotiate on the Consultant’s behalf and legally commit the Consultant in writing to any changes, additions or deletions to the Work specifications included herein or new Work requested by the Village in writing up to a limit of $2,500.

4. Additional Work Requirements

a. **Job Site Daily Cleanup**
   Consultant shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of.

b. **Equipment and Materials Staging**
   Consultant shall be responsible for the proper, safe, and adequate storage of all materials and equipment. The Consultant shall not place any equipment or materials on the job site without prior approval by the Village. All staging locations for equipment and materials must be pre-approved by the Village. Consultant and subcontractors are responsible for the security of their own materials, tools and equipment at the site, and the Village shall not be liable for any loss or damage that may occur thereto.

   Consultant shall not be entitled to payment or reimbursement for any off-site storage of materials or equipment unless such off-site storage was pre-approved in writing by the Village.

c. **Water**
   The Consultant may use certain Village fire hydrants under the following conditions:

   i. The Consultant may fill a non-potable water tanker truck using the metered hydrant located at the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL on Weekdays between the hours of 7:00 a.m. and 2:30 p.m. The Consultant’s truck must be equipped with a hydrant hose connection (2.5” port). The Consultant will be required to record water usage in a logbook maintained by staff at the Public Works Yard.

   ii. The Consultant must have prior approval from the Village to utilize a hydrant other than the hydrant located at the Public Works Facility. The Consultant may request a Village-issued water meter and RPZ device from the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL, on Weekdays between the hours of 7:00 a.m. and 2:00 p.m.

   a. **If a meter is available**, a $2,500 refundable deposit (cash, check, Visa, MC) and a meter loan permit are required to obtain a Village meter and RPZ device. The meter loan permits are available online at [https://www.wilmette.com/permits/](https://www.wilmette.com/permits/) or at the Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois, on weekdays between 7:30 a.m. and 4:30 p.m. The $2,500 deposit will be cashed upon receipt and...
refunded upon return of the meter and RPZ device, minus any damages to the hydrant or the meter and RPZ device. The Village has a limited number of meters and RPZ devices.

b. **If no meters are available**, the Consultant will be responsible for supplying its own meter and RPZ device certified in the past year and approved for use by the Village. The Consultant shall report initial and final meter readings to the Village for all Wilmette water used daily.

d. **Delivery of Equipment and Materials**
   All equipment and materials shipped to the Village must be shipped F.O.B. and delivered to a pre-designated location. Consultant shall coordinate delivery schedules in advance with the Village and must be present on site at the time of all deliveries. To the extent any materials or equipment will not be used immediately in the construction of the work, the materials and equipment shall be stored in the location directed by the Village. No deliveries will be accepted on Saturday, Sunday, or holidays.

e. **Anti-Idling Policy**
   To improve air quality and reduce global warming, the Village requests that Consultant inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

f. **Vehicles and Equipment**
   The Consultant’s vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The Village shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed right-of-entry release forms for the required work

g. **No Parking Signs**
   As needed, where on-street parking exists within the Work zone, the Consultant shall place “No Parking” signs a minimum of two (2) calendar days prior to performing the Work. All “No Parking” signs shall indicate the date enforcement begins and must be affixed and displayed to the satisfaction of the Village. “No Parking” signs shall be removed when work is not scheduled to occur for a period of seventy-two (72) hours, and shall be reposted as required here in when work is to resume. “No Parking” signs will be furnished by the Village at no cost to the Consultant.
5. Prevention of Injury or Damage

a. Safety of Persons
Consultant shall be solely and completely in charge of, and responsible for, maintaining the site and performing the work, so as to prevent accidents or injury to persons performing the work, and to any person on, about, or adjacent to the site where the work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Consultant shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Consultant is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

Consultant shall comply with all applicable federal, state, and local safety laws, regulations and codes, including, but not limited to, those safety precautions as to construction involving, or in the vicinity of, overhead and/or underground electrical facilities and utilities. Consultant shall be responsible for all applicable employee safety training/education, as well as accident record maintenance.

b. Protection of Public and Private Property
Consultant shall adequately protect the site, adjoining properties and all work from damage or loss arising in connection with, or during the performance of, the work. Consultant shall pay for any such damage, injury or loss caused by its agents, employees, or subcontractors or from the action of the elements. Consultant will be required, without cost to the Village, to remove and replace all portions of the damaged work, and to repair or replace all damage caused to Village and private property and adjoining properties. Consultant will take sufficient precautions, and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the work. Consultant is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

The Consultant shall resolve any claims for damage with the property owner within ten (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the Village, the Village reserves the right to repair or replace that which was damaged by the Consultant and deduct this cost from any payment due the Consultant.
c. **Repair of Damage**

Upon termination of the Contract, or upon completion of the work, Consultant shall repair or replace, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, Right-of-Way, or other Village property arising during the performance of the work or incidental thereto caused by Consultant, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Consultant. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

6. **Concealed Conditions**

   a. Contract Drawings showing the approximate location of existing and new utility lines, if any, have been identified and located as accurately as possible using readily available information. However, the Consultant is responsible for verifying the accuracy of all locations. If utilities require relocation or rerouting Consultant shall notify the Village and cooperate with the Village to make the required adjustments.

   b. If utility service which is shown on the Drawings is interrupted for any reason, Consultant will work continuously to restore such service to the satisfaction of the Village at no additional cost to the Village. Should Consultant fail to proceed expeditiously with appropriate repairs, the Village shall have the right to have any needed repairs completed and the cost of such repairs shall be deducted from any amount due or to become due to Consultant.

   c. If utility service, which is not shown or which is misidentified on the Drawings, the existence or proper location of which could have been discovered by careful examination and investigation of the Project site by Consultant, is interrupted for any reason, the entire cost to restore service to the satisfaction of the Village shall be paid by the Consultant.

   d. Consultant shall promptly, but in no case more than ten (10) days from discovery and before the conditions are disturbed, notify the Village in writing of:

      i. Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract and which were not known by Consultant or could not have been discovered by careful examination and investigation of the site of the proposed work.

      ii. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the work provided for in the Contract.

      iii. Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work and which were not known by the Consultant and could not have been discovered by careful examination and investigation of the Project site.

      iv. If the Village determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the Consultant shall continue performance of the work. No claim by
the Consultant for a change in the Contract Amount or Times shall be allowed unless the required written notice is given and the Village is given adequate opportunity to investigate the conditions encountered prior to any disturbance thereof.

7. **Interpretation of the Work**

The Village shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Consultant, and all estimates and decisions shall be final and conclusive. The Village shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the Contract. The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Consultant proposes to furnish pursuant to the Contract.

8. **Contract Changes**

a. **Changes in Work**

The Village reserves the right to make changes in the scope of the Contract or issue instructions requiring additional work or direct the deletion of certain work. Any such changes by the Village shall not invalidate the Contract or relieve the Consultant of any obligations under the Contract. Changes to the Work shall be authorized in writing and executed by the Village and Consultant by means of a Change Order.

A change order for work is not necessary, and Consultant shall not be entitled to additional compensation, when the work is reasonably inferable as within the Contract, or, when the Work was made necessary as a result of an error or omission of the Consultant or any subcontractor.

Consultant shall not be entitled to an adjustment to the Contract Amount or Contract Time for any work performed: outside the scope of the Contract and for which no prior written authorization by the Village was obtained; which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed; or relating to differing site conditions that require prior written notice before proceeding as further provided herein.
b. **Change Orders**

Any adjustment to the Contract Amount or Contract Time shall be made at the time of ordering a change in the Work. The cost or credit resulting from a change in Work shall be determined in one or more of the following ways:

i. By unit prices named in the Contract or additional unit prices subsequently agreed upon, where no additional amounts for overhead and profit shall be allowed.

ii. By an amount mutually agreed to by Consultant and the Village as a fixed or percentage fee.

iii. By agreement on a lump sum proposal submitted by Consultant. Lump sum proposals shall include a detailed cost breakdown for each component of Work indicating both labor and material costs. In addition, there may be added an amount agreed upon, but not to exceed ten percent (10%) of the actual cost, for overhead and profit.

If none of the above methods are mutually agreed upon, a change may be made by unilateral determination of the Village based upon the reasonable costs or savings attributable to the change, including a reasonable allowance for overhead and profit, not to exceed ten percent (10%). If this method is utilized, the Consultant shall promptly proceed with the Work involved in the change, upon receipt of a written order by the Village.

iv. In such case, Consultant shall keep and present an itemized accounting of all materials used, equipment, the cost of labor (including social security, old age and unemployment insurance, fringe benefits to which the employee is entitled, and Worker's compensation insurance), and the fair rental cost of all machinery used for the extra Work for the period of such use. If the extra Work requires the use of machinery not already on the Project site, or to be otherwise used for the Work, then the cost of transportation (up to a total maximum of one hundred (100) miles) of such machinery to and from the Project site shall be added to the fair rental value.

v. Consultant shall not include in the cost of the extra Work any cost or rental of small tools, or any portion of the time of the Consultant or the superintendent, or any allowance for the use of capital, insurance or bond premium or any actual or anticipated profit, or job or office overhead not previously mentioned. These items are considered as being covered under the added amount for general overhead.

Pursuant to the Illinois Criminal Code (720 ILCS 5/33E-9), a Change Order or series of Change Orders which authorize or necessitate a net increase or decrease in the cost of the contract by a total of $10,000 or more, or an increase or decrease in the time of completion by more than 30 days requires a written determination by the Village supporting the appropriateness of the change. The written determination must state why: the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; the change is germane to the original contract as signed; and the change order is in the best interest of the Village.
9. Suspension

The Village may, at any time, by written notice to the Consultant require the Consultant to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Consultant shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the notice. Consultant shall, upon receipt of notice of suspension, identify in writing all work that must be completed prior to suspension of the work, including all work associated with suspension that must be performed. With respect to work so identified by Consultant and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that work. Consultant shall not be entitled to any claim for lost profits due to the suspension of the work by the Village.

10. Correction of Work

a. Upon receipt of notice, Consultant shall promptly remove from the site and replace any material or correct any defective work or work that fails to conform to the requirements of the Contract, whether completed or not and whether observed before or after Substantial or Final Completion. Consultant shall pay all costs of correcting such work or material including the cost of additional professional services necessary, and the cost of repairing or replacing all other work damaged by such removal or replacement.

b. If within one year after the date of Substantial Completion (or such longer period of time prescribed by any special guarantee or warranty) any work is found to be defective, Consultant shall promptly, at its sole cost and expense and without cost to the Village, repair, replace or correct such defective work along with any damage to other work resulting therefrom.

c. Consultant’s obligations under this Paragraph are in addition to any other obligation or guarantee or warranty contained in the Contract and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

d. If the Consultant fails to correct defective work within a reasonable time, the Village may perform the necessary corrections. A Change Order will then be issued reflecting an equitable deduction from the Contract Amount for the costs of correction incurred by the Village. The costs of correction will be deducted from payments due to the Consultant or, if no further payments are due to Consultant, then the Consultant’s surety will be responsible for said payment.
11. Warranty

a. Consultant warrants to the Village that all material and equipment furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all work shall be of good quality, free from faults and defects and in conformance with the Contract. Prior to Final Completion, Consultant shall deliver to the Village all warranties required under the Contract, or to which Consultant is entitled from manufacturers, suppliers, and Subcontractors. All warranties for goods and materials incorporated into the work shall begin on the date of Substantial Completion.

b. Neither the final payment nor partial or entire use or occupancy of the site by the Village shall constitute an acceptance of work not done in accordance with Contract or relieve the Consultant or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Consultant or its sureties shall remedy any defects in work and any resulting damage to work at its own expense. Consultant shall be liable for correction of all damage resulting from defective work. If Consultant fails to remedy any defects or damage, the Village may correct the defective work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Consultant or its surety.

c. Consultant warrants that the work shall be done in a workmanlike manner in strict accordance with the Contract and guarantees that the labor, material, and equipment will be free of defects for a period of one (1) year from the date of Substantial Completion unless otherwise provided.

d. Consultant warrants that no materials or supplies for the work purchased by Consultant or any Subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Consultant further warrants that he/she has good title to all materials and supplies used in the performance of the work, and any such materials and supplies are free from all liens, claims or encumbrances. Consultant agrees to indemnify and save the Village harmless from all claims and costs incurred with respect to the lawful demands of Subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from Consultant’s breach of this Section.
12. Documents

a. Ownership
All drawings, specifications, reports, and any other project documents prepared by the Consultant in connection with any or all the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, specifications, calculations, computer programs, computer discs, records, notes, samples and information recorded in any tangible or computer form generated or prepared by or at the direction of Consultant shall be the exclusive property of the Village.

Consultant shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Consultant fails to deliver a fully reproducible document. Consultant shall not publish, in any technical articles, publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village.

The provisions of this Section shall survive the expiration, conclusion, and termination of this Contract.

b. Deliverables
Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Consultant pursuant to this Agreement shall be the exclusive property of the Village.

Consultant shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.
13. Payment(s), Retainage & Withholdings

a. **Submissions of Invoices**
   Invoices must have the Purchase Order prominently displayed on page 1 of the invoice and shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products.

   Invoices shall not be deemed due and owing unless and until the following are submitted:
   i. Updated construction schedule.
   ii. Scanned (pdf) copies of legally effective release(s) and waiver(s) of lien covering Work for which payment is being made.
   iii. Scanned (pdf) copies of legally effective release(s) and trailing waiver(s) of lien(s) covering work for subcontractors for which prior payment to Consultant has been made.
   iv. Original paper copies of ALL Consultant and subcontractor waivers of lien shall be submitted with the Consultant's final invoice for payment of retention.
   v. Any other documents requested/required by the Village.

b. **Contract Line Items**
   The Consultant is required to complete contract line items to 100% before including the quantity on a pay request.

c. **Liquidating Damages**
   Invoices will be paid net of any damages assessed by the Village against the Consultant as outlined in this Contract.

d. **Withholding**
   Notwithstanding the terms herein, and without prejudice to any of its other rights or remedies, the Village shall have the right to withhold from any payment that may be or become due such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to defective work or work that does not conform to the Contract; damage for which the Consultant is liable; state or local sales, use or excise taxes that may have been paid by Consultant or any of its Subcontractors; any lien or claim of third-parties, subcontractors or suppliers regardless of merit; inability of the Consultant to complete the performance of the work; or any other failure by the Consultant to perform any of its obligations under the Contract. The Village shall be entitled to retain all amounts so withheld until the Consultant either performs the outstanding obligation or furnishes security in a form acceptable to the Village for such performance.
e. **Final Payment to Consultant**
Upon completion of the work and approval by the Village, and upon receipt and approval of all closeout submittals required under the Contract and original final waiver(s) of lien, the Village will pay the Consultant the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Consultant shall completely repaired or replaced, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, or other Village property arising during the performance of the work or incidental thereto caused by Consultant, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Consultant.

The acceptance by the Consultant of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the Contract. Any payment, final or otherwise, shall not release the Consultant or his sureties from any obligations under the Contract or the performance bond and payment bonds.

14. **Technology**
Consultant will be provided with one or more Village iPads and accompanying wireless internet access during the performance of the Work. Consultant shall only use the Village provided iPads and wireless internet access when performing the Work outlined herein on behalf of the Village; and in accordance with the Village’s policy on computer usage and internet access.

Consultant shall have no expectation of privacy with regards to the use of the iPads, software and wireless internet access provided by the Village.

Consultant will return the iPads to the Village upon request or completion of the Work in the same condition as the iPads were in when checked out by Consultant. The Consultant will be financially responsible for the timely repair or replacement of any iPads provided to Consultant not returned in the same condition as when they were checked out.
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract Amendment No. 01 for Contract No. 21027

For:

Pavement Rejuvenation

With:

Corrective Asphalt Materials, LLC
43W630 Wheeler Rd
Sugar Grove, IL  60554

Note: This cover sheet is an integral part of the Contract Amendment, as are all of the following documents, and are a part of the Contract Amendment as executed between the Village of Wilmettte and Corrective Asphalt Materials, LLC. Do not detach any portion of this document. Invalidation could result.
1. This Contract Amendment is made by the Village of Wilmette (“Village”) and Corrective Asphalt Materials, LLC (“Contractor”), Parties to Contract No. 21027 – Pavement Rejuvenation (“Agreement” or “Contract”).

2. For and in consideration of up to $52,200.00 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contract hereto agree to apply up to approximately 55,500 square yards of Reclamite on Village roads in 2022 and extend the Timing of Work to start on or about 08/01/2022 and complete the Work no later than 08/12/2022.

3. This Contract Amendment No. 01 is incorporated into the Agreement and shall not be effective unless this Contract Amendment is also executed by the Parties.

4. Except as set forth in this Contract Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Contract Amendment and the Agreement or any earlier Contract Amendment, the terms of this Contract Amendment will prevail.

5. This Contract Amendment shall be binding on the parties and effective only as of the date fully executed by both parties.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of __________________, 2022

_____________________________________
Michael N. Braiman, Village Manager

Attest: ____________________________________
Cliff Ruemmler, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of __________________, 2022

_________________________________________ _____________________________
By Position/Title

Print Company Name

END OF DOCUMENT
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract Amendment No. 01 for Contract No. 21046

For:

Crack Sealing

With:

Patriot Pavement Maintenance, Inc.
825 Seegers Road
Suite F
Des Plaines, IL 60016

Note: This cover sheet is an integral part of the Contract Amendment, as are all of the following documents, and are a part of the Contract Amendment as executed between the Village of Wilmette and Patriot Pavement Maintenance, Inc. Do not detach any portion of this document. Invalidation could result.
1. This Contract Amendment is made by the Village of Wilmette ("Village") and Patriot Pavement Maintenance, Inc ("Contractor"), Parties to Contract No. 21046 – Crack Sealing ("Agreement" or "Contract").

2. For and in consideration of up to $27,000.00 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor hereto agree to extend the Timing of Work to start on or about April 11, 2022, and complete the Work within ten (10) working days of the start date, but no later than April 29, 2022; at the unit rates in Attachment Three ("Attachment Three").

3. This Contract Amendment No. 01 is incorporated into the Agreement and shall not be effective unless this Contract Amendment is also executed by the Parties.

4. Except as set forth in this Contract Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Contract Amendment and the Agreement or any earlier Contract Amendment, the terms of this Contract Amendment will prevail.

5. This Contract Amendment shall be binding on the parties and effective only as of the date fully executed by both parties.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of ________________, 2022

_____________________________________
Michael N. Braiman, Village Manager

Attest: __________________________________________________
Cliff Ruemmler, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of ________________, 2022

____________________________________________________________________
By Position/Title

Print Company Name
January 16, 2022

Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005

Chester,
Thank you for your help in facilitating the 2019-2021 Crack Sealing Program.

I would like to wish everyone in the MPI a Happy and Healthy New Year. We are looking forward to working with everyone this upcoming season. Due to a 27% increase in Crack fill material cost from all three of our suppliers, PPM will be looking for a price increase for this upcoming 2022 crack fill program. The increase will be for material only and translates to an additional $.10 per pound. The new installed price per pound for hot poured joint sealer will be $1.31. Fiber modified joint sealer will be $1.39 per pound. While fuel costs have increased, Union Labor has also increased $2.50 per man hour, PPM will absorb those increases. We are only looking to recoup the additional increase of the material cost. PPM will still provide the most aggressive pricing structure within the industry, while also maintaining the highest level of integrity, quality workmanship and customer service that you are accustomed to.

Please let us know how many pounds your town will need for this years program. Vendor #1 is holding pricing through 2/28/2022, Vendor #2-#3 are holding prices through mid-March.

Regards,

Matt Sollars, President
Patriot Pavement Maintenance
END OF DOCUMENT
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract Amendment No. 03 for Contract No. 19079

For:

Asphalt Patching

With:

Chicagoland Paving Contractors, Inc.
225 Telser Road
Lake Zurich, IL 60047

Note: This cover sheet is an integral part of the Contract Amendment, as are all of the following documents, and are a part of the Contract Amendment as executed between the Village of Wilmette and Chicagoland Paving Contractors, Inc. Do not detach any portion of this document. Invalidation could result.
1. This Contract Amendment is made by the Village of Wilmette ("Village") and Chicagoland Paving Contractors, Inc. ("Contractor"), Parties to Contract No. 19079 – 2019 Asphalt Patching ("Agreement" or "Contract") and Contract Amendment’s 19079-01 and 19079-02 dated 03/10/2020 and 05/01/2021, respectively.

2. For and in consideration of up to $162,500.00 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor hereby agree to extend the above referenced Contract through the 2022 asphalt patching season at the unit prices in Attachment Four ("Attachment Four"). In addition, Village and Contractor hereby agree that:

   a. Contractor shall provide the Village with Performance and Payment bonds for this total Contract Amendment amount.

   b. Stage One (1) of the Work is expected to start on or before 05/16/2022 and be completed, including punch list items, on or before 05/27/2022 unless approved in writing by the Village.

   c. Stage Two (2) of the Work is expected to start on or before 09/19/2022 and be completed, including punch list items, on or before 09/30/2022 unless approved in writing by the Village.

3. This Contract Amendment No. 03 is incorporated into the Agreement and shall not be effective unless this Contract Amendment is also executed by the Parties.

4. Except as set forth in this Contract Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Contract Amendment and the Agreement or any earlier Contract Amendments, the terms of this Contract Amendment will prevail.

Remaining of Page Intentionally Left Blank
5. This Contract Amendment shall be binding on the parties and effective only as of the date fully executed by both parties.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of __________________, 2022

_______________________________________
Michael N. Braiman, Village Manager

Attest: ___________________________________
Cliff Ruemmler, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of __________________, 2022

__________________________________________  ________________________________
By (signature)  Position/Title

__________________________________________  ________________________________
Print Name  Print Company Name
ATTACHMENT FOUR
CONTRACTOR’S PROPOSAL DATED 02/14/2022
PROPOSAL # 21-08 (18-177) - 2022 Contract Extension

DATE: February 14, 2022

TO: Village of Wilmette

Village of Wilmette

1200 Wilmette Ave.

Wilmette, IL 60091

Attn: Ryan Kearney

Owner: Village of Wilmette

Phone: 847-853-7629

kearneyr@wilmette.com

Asphalt Patching Services Extension (2022):

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Subtotal: $162,498.60

William R. Bowes, Vice President

ACCEPTED:

Name, Title

Date:
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 22019

For:

Phase II Engineering Services For
Wilmette Avenue Resurfacing Project GBR To Ridge Road

With:

Christopher B. Burke Engineering, Ltd.
9575 W Higgins Road, Suite 600
Rosemont, IL  60018-4920

Illinois Prevailing Wage Act Applies To This Work

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Christopher B. Burke Engineering, Ltd. Do not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement ("Agreement" or "Contract") is to provide Phase II engineering services for the resurfacing of Wilmette Avenue in the Village of Wilmette ("Village") between Green Bay Road and Ridge Road ("Phase II Engineering Services for Wilmette Avenue Resurfacing Project GBR to Ridge Road" or "Work") per the Specifications in Attachment One ("Attachment One"), Attachment Two ("Attachment Two") and Attachment Three ("Attachment Three"), collectively, the Attachments ("Attachments") of this document. The Agreement is for the Proposal, Revised Work Effort & Fees Schedule and Clarification of Included Tasks In The Scope of Work offered by Christopher B. Burke Engineering, Ltd. ("Engineer") to the Village.

2. This Addendum is made pursuant to the Proposal dated February 03, 2022; Revised Work Effort & Fees Schedule dated 02/07/2022; and Clarification of Included Tasks In the Scope of Work dated 02/16/2022, attached as Attachment One. Together this Addendum, Attachment One, Attachment Two and Attachment Three shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into Attachment One, Attachment Two and Attachment Three and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed $56,495.00, including expenses.

5. Payment. Engineer shall submit invoices by email to AP@wilmette.com and must include the Village’s Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village’s Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village’s Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

   Invoices will be paid net of any damages assessed by the Village against the Engineer as outlined in the Attachments.

6. Tax Exempt. The Village is a tax-exempt municipality. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Engineer shall not charge the Village any tax incurred by the Engineer for these services.

7. Scope of Work. The scope of work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in the Attachments.

8. Coordination of Work. Engineer shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

9. Supervision of Work. Engineer shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Engineer shall be fully responsible and assumes liability for
the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Engineer in the completion of the work.

10. **Quality of the Work.** Engineer shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by an Engineer performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

11. **Title and Risk of Loss.** Title to the materials, supplies, equipment, etc. used to perform the Work shall pass to Village upon completion of the Work and acceptance by the Village. Engineer shall bear all risk of loss until title passes.

12. **Warranties.** Engineer agrees to provide warranty coverage per the Attachments, and to cooperate with Village in the event Village makes any warranty claim.

13. **Timing of Work.** No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village’s purchasing manager.

14. **Limitation of Remedy.** Village’s liability to Engineer for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

15. **Relationship of the Parties.** The Engineer shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Engineer; or (2) to create any relationship between the Village and any subcontractor of the Engineer.

16. **No Collusion.** The Engineer represents and certifies that this Contract is made by the Engineer without collusion with any other person, firm, or corporation. If at any time it shall be found that the Engineer has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Engineer shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village’s option, be null and void.

17. **Licensure and Compliance with Laws.** Engineer represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Engineer shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

18. **Amendment.** No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Engineer.

19. **Assignment.** The Contract may not be assigned by the Village or by the Engineer without the prior written consent of the other party.
20. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier:

<table>
<thead>
<tr>
<th>Engineer</th>
<th>Village</th>
<th>with a copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Director</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>9575 W Higgins Road, Suite 600</td>
<td>Engineering &amp; Public Works</td>
<td>Village of Wilmette</td>
</tr>
<tr>
<td>Rosemont, IL  60018-4920</td>
<td>1200 Wilmette Avenue</td>
<td>1200 Wilmette Ave</td>
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<tr>
<td></td>
<td>Wilmette, IL 60091</td>
<td>Wilmette, IL 60091</td>
</tr>
</tbody>
</table>

21. **Binding Effect.** The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

22. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under the Contract by any person, firm, or corporation other than the Engineer shall be made, or be valid, against the Village.

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

24. **Illinois Prevailing Wage Act.** All Engineers and subcontractors must pay prevailing wages as required by the Illinois Prevailing Wage Act (“IPWA”) (820 ILCS 130/01. et. seq.). The IPWA requires that all Engineers and subcontractors performing work on any public works pay the generally prevailing rate of hourly wages and benefits in the locality where the work is done for the craft or type of worker or mechanic needed on the project.

    The Engineer and subcontractors shall submit certified payroll reports to the Illinois Department of Labor’s (“IDOL”) “Electronic Database” as required by the IPWA (820 ILCS 130/5 et. seq.). The Engineer and subcontractors are responsible for ensuring their understanding and compliance with all aspects of the IPWA.

    Pursuant to the IPWA, the Engineer must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Agreement.

    If the prevailing wage rates are revised by IDOL at any time during the term of this Agreement, the revised prevailing wage rates shall apply to the Work performed pursuant to the Agreement, and all Engineers and subcontractors shall pay their employees in accordance with the new prevailing wage rate. Prevailing wage rate updates can be obtained from IDOL at 900 S. Spring Street, Springfield, Illinois 62704, (217) 782–1710, or on IDOL’s website.

    Engineer shall defend and hold harmless the Village, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an
administrative proceeding, arising from any alleged violation of the IPWA. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

Submission of certified payroll reports to the Village for work performed after April 10, 2020 shall not be considered as compliance with the provisions of the Contract and will no longer be accepted by the Village.

25. **30 ILCS 570/3 - Employment of Illinois Workers on Public Works Act.** The Employment of Public Workers on Public Works Act is active and requires that 90% of the employees performing this Work be Illinois residents.

26. **Engineer’s Insurance Requirements.** At the time of execution of the Agreement, Engineer shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an “Additional Insured Endorsement” provided on standard Insurance Service Office (“ISO”) forms which shall be made a part hereof. Use of “manuscript” or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured’s on all required insurance policies.

Engineer shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Engineer or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

   a. Commercial General Liability, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000;

   b. Umbrella Coverage, $2,000,000 per occurrence;

   c. Business Auto Liability, $1,000,000 combined single limit for bodily injury and property damage;

   d. Workers Compensation – covering all liability of the Engineer arising under the Worker’s Compensation Act and Workmen’s Occupational Disease Act;; Employers Liability $1,000,000.00 (the policy shall include a ‘waiver of subrogation’); and,

   e. Professional Liability –$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed $50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, Engineer shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Engineer shall require all subcontractors not protected under the Engineer’s policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Engineer expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Engineer’s responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Engineer’s insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Engineer’s insurance and shall not contribute with it.

27. **Kotecki Waiver.** Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer’s employees, except to the extent those claims arise as a result of the Village’s own negligence.

28. **General indemnification.** To the fullest extent permitted by law, the Engineer will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys’ fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Engineer, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Engineer, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Engineer of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Engineer or any other party under workers' or workmen’s compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.
29. **Intellectual Property.** Engineer represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Engineer for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively “Intellectual Property”) created by or provided by Engineer, Engineer’s employees or Engineer’s independent contractors for purposes of fulfilling the terms of this Agreement. Engineer will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Engineer represents and warrants that all Intellectual Property provided to the Village by Engineer will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third-party. Engineer agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney’s fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third-party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third-party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Engineer will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys’ fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Engineer’s expense. Engineer agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Engineer’s option, Engineer shall promptly either: (i) procure for the Village, at Engineer’s expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Engineer’s expense, so that the Intellectual Property become non-infringing.

Engineer shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

30. **Geographical Information.** All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Engineer in their completion or pursuit of the Contract.

31. **Use of Village’s Name, Employee Name(s) or Image(s).** The Engineer shall not use or permit the use of the Village’s name and/or logo, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.
32. **Non-exclusivity.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Engineer. This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

33. **Contract Termination.** The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Engineer. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Engineer. Default is defined as failure of the Engineer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Engineer shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Engineer. The Engineer will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

34. **No Liability of Public Officials.** No official, employee or agent of the Village will be charged personally by the Engineer, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

35. **Change In Status.** The Engineer shall notify the Village immediately of any change in its status resulting from any of the following: (a) Engineer is acquired by another party; (b) Engineer becomes insolvent; (c) Engineer, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Engineer ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Engineer immediately on written notice based on any such change in status.

36. **Subletting of Contract.** The Engineer may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall confrom, in all respects, to the applicable provisions specified herein for the Engineer and shall be subject to approval by the Village. Engineer shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Engineer and Engineer shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Engineer.

Engineer shall be fully responsible to the Village for any and all acts and omissions of the Engineer's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Engineer.

Upon receipt of payments from the Village, Engineer shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor, reflecting the percentage actually retained from payments to the Engineer on account of such subcontractor's work. Engineer shall require in any contract with subcontractors that each Subcontractor make payments to their subcontractors, vendors and suppliers in similar manner.
In no case shall the Village’s consent relieve the Engineer from its obligation or change the terms of the contract. At all times the Engineer shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Engineer.

37. Illinois Freedom of Information Act. Engineer agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Engineer agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Engineer’s actual or alleged violation of the FOIA or Engineer’s failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Engineer request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Engineer agrees to pay all costs connected therewith (such as reasonable attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Engineer agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys’ and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Engineer’s request to utilize a lawful exemption to the Village.

38. Conflict of Forms. In the event of a conflict between the terms in this Contract, the Attachments to the Contract and/or any other terms accompanying any other documents submitted to the Village by Engineer, the terms of the Contract shall control.

39. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

*Remainder of Page Intentionally Left Blank*
40. **Effective Date.** The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

**THE VILLAGE OF WILMETTE, ILLINOIS**

Accepted this _____ day of __________________, 2022

________________________________________
Michael N. Braiman, Village Manager

Attest: __________________________________
Cliff Ruemmler, Deputy Village Clerk

**FOR THE CORPORATION**

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of __________________, 2022

_________________________            ________________________________
Signature                  Position/Title

_________________________
Print Name

_________________________
Print Company Name
FEBRUARY 3, 2022
PHASE II ENGINEERING SERVICES FOR
WILMETTE AVE RESURFACING
(GREEN BAY ROAD TO RIDGE ROAD) RFP NO. 22019

SUBMITTED TO:
CLIFF RUEMMLER
PURCHASING MANAGER
VILLAGE OF WILMETTE
1200 WILMETTE AVENUE
WILMETTE, IL 60091

SUBMITTED BY:
MICHAEL KERR, PE
CHRISTOPHER B. BURKE ENGINEERING, LTD.
16221 W. 159TH STREET | SUITE 201
LOCKPORT, IL 60441
MKERR@CBBEL.COM
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February 3, 2022

Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Attention: Cliff Ruemmler, Purchasing Manager

Subject: Request for Proposal No. 22019
Phase II Engineering Services for
Wilmette Avenue Resurfacing Project (Green Bay Road to Ridge Road)

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit our proposal via DemandStar to perform professional engineering services for the Village of Wilmette’s Wilmette Avenue Resurfacing Project (Green Bay Road to Ridge Road). We acknowledge the receipt of Addendum 01 issued January 24, 2022 and Addendum 02 issued January 27, 2022.

Because of our involvement in the Phase I Engineering, CBBEL has a thorough understanding of the requirements necessary to successfully complete the project identified. This proposal demonstrates our extensive and specialized experience that has made us a leader in roadway resurfacing. Our staff thorough understanding of the submittal process for federally funded projects.

CBBEL understands that timely, on budget services are essential for a successful completion. Our staff’s cost-effective and innovative action plan will provide the Village a quality project experience.

The contact person for this proposal is Mr. Lee Fell, PE who will act as Project Manager for this project. His team will work closely with the Village and its residents for ways to reduce disruption and impact. We look forward to continuing our working relationship with the Village of Wilmette and their Engineering and Public Works staff members.

If you have any questions, please do not hesitate to contact me, or Lee Fell on his cell at 847-417-4219.

Sincerely,

Michael E. Kerr, PE
President
The City utilized STP funds to resurface two main access routes to Sheridan Road and Lewis Avenue.

This project included resurfacing 21st Street with 1.5" of hot-mix asphalt surface course and 0.75" of leveling binder and 29th Street with 2" of hot-mix asphalt surface course and 2.25" of hot-mix asphalt binder course. Other work included class "D" patches, structure adjustments, spot repairs of curb and gutter and sidewalk, ADA improvements, striping, detector loop replacement, and traffic signal work. The project was completed in accordance with Federal design guidelines.

PHASE II AND PHASE III ENGINEERING SERVICES INCLUDED:

- Preparation of plans and special provisions in accordance with IDOT requirements
- Field Reconnaissance of the project identify drainage issues
- Preparation of pay estimates and change orders for Village approval
- Final project close-out
- Submittal and Shop Drawing Review
- Preconstruction Services
- Coordination with Utility Companies.
- Full-time Construction Observation including a Resident Engineer to observe and document the progress of the construction, act as liaison between the Village and Contractor, and verify the contractor’s conformance with the plans.
- Preparation of Change Orders, Authorizations, and Pay Estimates using I.C.O.R.S.
- Material Submittal using M.I.S.T.I.C.
- Quality Assurance of Materials (Testing Service Corporation)
The Village utilized STP funds to resurface a main access route to Lawrence Avenue, Montrose Avenue and Harlem Avenue.

BBEL completed Phase II and Phase III Engineering services that included design plan preparation for HMA surface removal and replacement of approximately 71,400 SY of pavement, patching, replacement of approximately 85 feet of 12” water main with diameters ranging from 6”-12”, installation of catch basins, valve vaults and water services, lining of over 2,000’ of combined sewer ranging in diameter from 8”-36”, and redesign of ramps to meet current ADA Standards.

**PHASE II AND PHASE III SERVICES INCLUDED:**

- Field reconnaissance and utility coordination
- Preparation of plans and special provisions in accordance with IDOT requirements
- Full-time construction observation, including extensive coordination with residents and area businesses due to water main replacement and sanitary sewer relining
- Preparation of pay estimates and change orders for Village approval
- Final project close-out
The Village utilized STP funds to resurface a main access route between Fairfield Road and Gilmer Road.

The purpose of this project was to replace the deteriorating HMA surface and enhance the rideability of the roadway. The project included HMA surface removal, Class “D” patching, HMA surface and polymerized leveling binder, spot concrete shoulder and curb removal and replacement, ADA compliant sidewalk ramp replacement, and new pavement markings. This federally funded project consisted of resurfacing 10,483’ of West Schwerman Road from N. Fairfield Road (FAU 191) to N. Gilmer Rd. (FAU 3602) in the Village of Hawthorn Woods (approximately 1.98 miles of roadway). Due to the federal money involved in construction, the preparation of all contract documentation was required to follow all IDOT guidelines and procedures.

PHASE II AND PHASE III ENGINEERING SERVICES INCLUDED:

- Preparation of plans and special provisions in accordance with IDOT requirements
- Field Reconnaissance of the project identify drainage issues
- Preparation of pay estimates and change orders for Village approval
- Final project close-out
- Submittal and Shop Drawing Review
- Preconstruction Services
- Coordination with Utility Companies.
- Full-time Construction Observation including a Resident Engineer to observe and document the progress of the construction, act as liaison between the Village and Contractor, and verify the contractor’s conformance with the plans.
- Preparation of Change Orders, Authorizations, and Pay Estimates using I.C.O.R.S.
- Material Submittal using M.I.S.T.I.C.
- Quality Assurance of Materials (Testing Service Corporation)
The City of Zion will utilize STP funds to resurface a main thoroughfare route of 27th Street.

This project included resurfacing 27th Street with 1.5" of hot-mix asphalt surface course and 1.25" of hot-mix asphalt binder course. The project includes patching, spot curb and gutter repair, ADA upgrades to the sidewalk, installation of a flashing beacon and structure repairs. The project was completed in accordance with the Federal design guidelines. The project will be constructed in 2022.

PHASE II SERVICES INCLUDED:
- Field Reconnaissance
- Utility Coordination
- Preparation of plans and special provisions in accordance with IDOT requirements
- Preparation of cost estimates
- Our subconsultant completed the Geotech, including the cores and 663
The City of Highwood will utilize STP funds to resurface a main thoroughfare route of Washington Avenue.

BBEL prepared plans, specifications, and estimates for the Washington Avenue Resurfacing Project in Federal format, reviewed, and approved by IDOT Bureau of Local Roads and the City. This project included resurfacing Washington Avenue with 1.5” of hot-mix asphalt surface course and 0.75” of hot-mix asphalt binder course.

**PHASE II SERVICES INCLUDED:**

- Preparation of plans and special provisions in accordance with IDOT requirements
- Field reconnaissance
- Preparation of cost estimates
- Preparation of special provisions
- Utility coordination
- Our subconsultant completed the Geotech including the cores and 663
ORGANIZATIONAL CHART

WILMETTE AVENUE RESURFACING PROJECT
(GREEN BAY ROAD TO RIDGE ROAD)

PROJECT MANAGER
Lee Fell, PE

QA/QC
Tracy Wais, PE

DESIGN ENGINEER
Jeffrey Househ

GEOTECHNICAL INVESTIGATION
Testing Service Corporation

ADDITIONAL RESOURCES

- 9 PHASE I ENGINEERS
- 35 PHASE II ENGINEERS
- 40 PHASE III ENGINEERS
- 5 STRUCTURAL DEPARTMENT
- 2 LANDSCAPE DESIGNERS
- 8 TRAFFIC ENGINEERS
- 12 MECHANICAL/LIGHTING ENGINEERS
- 12 SURVEY DEPARTMENT
- 7 DRAINAGE ENGINEERS
- 12 ENVIRONMENTAL PROFESSIONALS
- 1 RAILROAD SAFETY

*5 PTOE  **1 LEED
As Vice President in the Civil Engineering Design Department, which includes 38 staff members of which there are 17 Civil Engineers, 2 Structural Engineers, 5 CAD Technicians and 1 Landscape Architect. Lee’s experience covers a wide variety of design projects including local roads, stormwater management systems, water main, bicycle/pedestrian facilities, parks, streambank stabilization and utility projects. He is experienced in both Phase I and Phase II design and serves as main point-of-contact with numerous municipalities, which includes monitoring construction budgets and project deadlines. This includes numerous Village Board Meetings, Public Hearings and Town Hall Meetings. Lee provides guidance to municipalities regarding State and Federal funding opportunities and strategic direction for yearly budgets and capital programs.

**West Side Neighborhood Storage Project (Hibbard Park), Wilmette:** Project Manager for design of stormwater improvements consisting of a new relief storm sewer system and underground concrete storage vault. Responsibilities consisted of preparing plans, specifications, and estimates, and attending numerous meetings with Village Staff and Public Works Personnel and attending a public meeting with the affected residents to discuss the improvements. Plans included approximately 6,500 LF of storm sewer installation ranging from 12” to 60” in size (including 19”x30” RCEP), 700’ of 8” water main, pavement reconstruction, driveway replacement, and bioretention, as well as 315 LF of 36” diameter storm sewer jacked-in-place in a 48” steel casing to avoid disturbance to several mature trees on park district property. Extensive coordination with our Geotechnical Subconsultant was required due to the high groundwater present in the area of the proposed deep excavation and utility coordination due to the numerous private facilities within the ROW requiring relocation in order to properly construct the proposed storm sewer system. CBBEL was also responsible for designing a new pump station, mass site grading, and an intricate underdrain system.

**Locust Road, Wilmette:** Project Manager for design of roadway improvements. Responsibilities consisted of preparing plans, specifications and estimates, and attending numerous meetings with Village Staff and School District personnel. Responsible for receiving Village, MWRD, and IEPA permits for water and sewer, as well as IDOT approval for STP Federal Funds. The project included 2,600 LF of full roadway reconstruction, grading, drainage improvements, 3,200 LF of 8” water main installation, lighting, and full maintenance of traffic plans, as well as utility coordination. Due to school locations and construction time-frame, an in-depth maintenance of traffic and detour route was designed in 3 stages to allow for the most efficient traffic flows in and out of the schools.

**Annual Street Program, Zion:** Project Manager. Program consists of resurfacing approx. 1-2 miles of roadway, removal and replacement of curb and gutter, driveways, sidewalk and ADA ramps, and was followed by patching and resurfacing. Project also included partial sidewalk and curb and gutter removal and replacement, as well as replacement of damaged drainage structures. Projects utilize MFT or STP funds on an annual basis.

**Annual Street and Water Main Project, Oak Lawn:** Project Manager. Village’s annual street and water main improvements include 3-5 miles of roadway and 1-2 miles of water main. Improvements included hot-mix asphalt grinding, resurfacing, patching of curb and gutter, water main replacement, fire hydrant, water services, structure replacements and restoration. Scope included preparing engineering plans, specification and estimate, receiving IEPA and CCHD Permits, and providing construction observation.

**95th Street at Museum Drive, Oak Lawn:** Phase I and II Project Manager. Project included completing the Phase I Engineering Study, Phase II Engineering and coordination with ICC. Due to the proposed signal work, an interconnect was needed with Norfolk Southern Railway Company. The project followed Federal Project Development procedures managed through IDOT Bureau of Local Roads due to the Surface Transportation Project Funding (STP). Due to the work required to be completed by Metra, an intergovernmental agreement was required between Metra and the Village. Project included preparation of plans for a new HMA roadway, traffic signals and interconnect with the railroad, land acquisition for both right-of-way and temporary easements.
Clarendon Hills Downtown Revitalization: Project Manager. Acted as the Village Liaison for the project between the Village design engineering consultant and Village Staff. This project enhanced pedestrian safety, improved traffic mobility, and aesthetic features and landscaping were installed throughout the downtown area. Safety features included shortening crossing widths by incorporating bump-outs, new crosswalk striping, adding drop off locations at the Metra Station, a new lane configuration along Prospect Ave and reconfiguring the intersection of Golf Ave/Burlington Ave into a single “T” intersection. Project followed Federal process for Phase II Engineering managed through IDOT Bureau of Local Roads. Permits were obtained through IEPA for the water main.

Terrace Hill Roadway Rehabilitation, Algonquin: Project Manager for comprehensive roadway design plans and specifications for the project. Responsibilities included the submittals for the required permits: United States Army Corps of Engineers Regional Permit, Illinois Department of Natural Resources-Office of Water Resources Permit. Major improvements include raising the roadway profile to construct a new con-span structure over Woods Creek. Improvements included roadway base stabilization, new multi-use path, storm sewer repair, water main improvements, a new parking lot, streambank stabilization, and restoration.

Harper Drive Roadway Resurfacing, Algonquin: Project Manager responsible for designing the roadway improvements of Harper Drive from Edgewood Drive to Harnish Drive, including preparations of plans, specifications, and estimate. Improvements included Full Depth Reclamation, storm sewer improvements, and 72” culvert lining. Performed Phase I and II services utilizing MFT and Local funds.

Sleepy Hollow Road, Algonquin: Project Manager responsible for preparation of plans, specifications and estimates for 1.25 miles of roadway including full curb and gutter replacement. Project also includes base stabilization of existing multi-use path, reconfiguration of several planted islands at intersections, new sidewalk connection requiring construction of boardwalk and retaining wall, and installation of Village Street Lighting System at intersections.

Annual SSA Program, Clarendon Hills: Project Manager for Annual SSA Program which included preparation of annual budgets, attending Village meeting for the Special Service Area, resident meetings and preparation of the bid documents. The project typically covered approx. 2-4 miles including resurfacing, installing a 2’ wide concrete shoulder, patching, minor drainage improvements, and restoration of the streets using SSA Funds. This resurfacing included grinding ¾”, patching, installation of the 2’ concrete shoulder and resurfacing roadway with ¾” of leveling binding with 1½” of surface course.

Annual Street Program, Darien: Project Manager. The annual program generally consists of partial reconstruction and/or resurfacing of approx. 5 miles of residential streets. In addition, various other public works type projects are often added to take advantage of lower unit prices associated with larger projects. Responsible for preparation of plans, specifications and estimates which are prepared in MFT format.

Municipal Pavement Evaluations: Project Manager for preparation of Village/City wide street maintenance improvement programs for Deer Park, Hawthorn Woods, Highwood, Huntley, Oak Lawn and Rolling Meadows. As part of these programs, a pavement evaluation rating system was developed to determine the condition of each street segment. This document provided existing pavement condition, age, and defined.

Plainfield Road Water Main Improvements, Darien: Project Manager for design of water main improvements. Responsibilities consisted of preparing plans, specifications, and estimates, coordinating with City Staff, and preparing the bid advertisement and award recommendation. Also responsible for receiving City, DuDOT, and IEPA permits for water main construction and lane closures on a County Highway and all utility coordination. Project required approx. 3,000 LF new 6”, 8”, and 12” ductile iron water main, PCC sidewalk removal, new water service connections, fire hydrants, valves, and vaults. Additional scope included auguring and jacking-in-place 20” steel casing for 8” and 12” water main, as well as a temporary, above ground, 2” water service in order to keep the adjacent McDonald’s open at all times during construction.

2020 Water Main Improvements, Zion: Project Manager for the design of a new 8” and 16” water main beneath a reconstructed, hot-mix asphalt, v-notch alley. This project also included cured-in-place sewer lining of nearby, existing 10” storm sewer as well as making multiple crossings ADA compliant. Responsibilities included preparing plans, specifications, and an engineer’s estimate as well as multiple coordination meetings with City staff. CBBEL also coordinated receipt of an IEPA drinking water permit.

Prospect Avenue Water Main, Park Ridge: Project Manager for design of water main improvements. Responsibilities consisted of preparing plans, specifications and estimates, coordinating with City Staff, receiving Village and IEPA permits for water main construction, as well as all utility coordination. Plans included 2,250 LF of 6”, 8”, and 12” water main installation, water main quality storm sewer construction, pavement patching, and restoration.

Westminster Way/Sutton Court Water Main Improvements, Lincolnshire: Project Manager. Project required approx. 1,800 LF new 12” and 1,400 LF new 8” ductile iron water main, new water service connections, fire hydrants, valves, and vaults. Additional scope included auguring and jacking-in-place 175 LF 12” water main, and full design of a new ADA-compliant sidewalk crossing. Responsibilities included preparation of plans and specifications and coordination with Village Public Works, IEPA for water main and IDOT approval for MFT use for resurfacing; and bid advertisement and award recommendation. Performed Phase II services utilizing local and MFT funds.
As an Engineering Technician in the Civil Engineering Design Department, Mr. Househ assists in the development of various design projects, including resurfacing projects, ADA design, and street programs. He works on Federal, Local, and MFT projects and acquires the skills to complete any design project from start to finish.

Software Experience: Microstation

**Federally Funded Resurfacing Project, Zion:** Involved in Phase I and Phase II. Prepared plans, specs, and estimate in accordance with Federal design guidelines. Coordinated with IDOT throughout the project until completion. Project consisted of resurfacing Lorelei Drive, spot patching, curb and gutter removal and replacement (as necessary), sidewalk removal and replacement (as necessary), detectable warnings-ADA accessibility, structure adjustments, and pavement striping. This project included local drainage issues.

**Federally Funded Resurfacing Project, Oak Lawn:** Involved in Phase I and Phase II. Prepared plans, specs, and estimate in accordance with Federal design guidelines. Coordinated with IDOT throughout the project until completion. Project consisted of resurfacing West 103rd Street, spot patching, curb and gutter removal and replacement (as necessary), sidewalk removal and replacement (as necessary), detectable warnings-ADA accessibility, structure adjustments, and pavement striping.

**Federally Funded Highway Safety Improvement Program ADA Redesign Project, Kane County:** Prepared plans, specs, and estimate in accordance with Federal design guidelines. Responsible for complete redesign of all sidewalk corners of 21 intersections. These intersections were along Orchard Rd, Randall Rd, and Fabyan Pkwy within the limits of Kane County. All corners were completely redesigned to meet ADA standards. Responsible for entirety of the CAD design. Coordinated with our Traffic Operations Department on the design portion of this project until completion.

**Federally Funded Schwerman Road Federal Resurfacing Project, Hawthorn Woods:** Involved in Phase I and Phase II. Prepared an FAU reclassification submittal to reclassify Schwerman Road as an FAU route in order to utilize federal funds on the improvements. Prepared plans, specifications, and estimate in accordance with Federal design guidelines. Coordinated with IDOT throughout the project until completion. Project consisted of resurfacing Schwerman Road, Class “D” patches, HMA Surface and Polymerized Leveling Binder, spot curb and gutter and sidewalk removal and replacement (ADA compliance), striping, and all incidental work. Responsible for Village and utility coordination.

**Federally Funded Oketo and Wilson Avenue Federal Resurfacing Project, Harwood Heights:** Involved in Phase I and Phase II. Prepared plans, specifications, and estimate in accordance with Federal design guidelines. Coordinated with IDOT throughout the project until completion. Project consisted of resurfacing Oketo Avenue and Wilson Avenue, storm sewer improvements, curb and gutter replacement, installation and repairs of sidewalks, ADA compliant ramps, pavement patching, striping, and all incidental work. Responsible for Village and utility coordination.

**Federally Funded 21st and 29th Street Federal Resurfacing Project, Zion:** Involved in Phase I and Phase II. Prepared plans, specifications, and estimate in accordance with Federal design guidelines. Coordinated with IDOT throughout the project until completion. Project consisted of resurfacing 21st Street and 29th Street, Class “D” patches, HMA Surface and HMA Binder Courses, structure adjustments, spot curb and gutter and sidewalk removal and replacement, ADA improvements, striping, and all incidental work. Responsible for City and utility coordination.

**Federally Funded Roy Avenue Federal Resurfacing Project, Northlake:** Responsible for IDOT coordination. The purpose of reclassifying a road as an FAU route is so federal funds could be utilized for improvements. The work consisted of HMA surface removal, Class “D” Patches, HMA Surface and HMA Binder Courses, structure adjustments, spot curb and gutter and sidewalk removal and replacement, ADA improvements, striping, and all incidental work.
Federally Funded Eastern Avenue Pedestrian Bridge, Clarendon Hills: Involved in Phase I and Phase II. The Village utilized federal funds for a pedestrian bridge project adjacent to the intersection of Eastern Avenue and Harris Avenue. Improvements included removal and replacement of the existing structure and adjacent sidewalk, in-kind replacement concrete abutments with spread footings with a prefabricated truss superstructure, riprap (as needed), drainage system installation behind the abutment and sidewalk removal and replacement at the bridge ends. Responsible for preparation of plans, specifications and estimates in MFT format along with utility coordination and bidding assistance.

Federally Funded Howard Street Corridor Improvements, Evanston: Involved in coordination with the City of Evanston, City of Chicago Department of Transportation, Cook County Department of Transportation, CTA and CTA. Involved in attending all public involvement meetings in which input was received from the City of Evanston’s general public, local bicycle club, downtown business owners, aldermen, city council and other city staff. The City is utilizing federal funds for 5,280’ (1 mi) of roadway rehabilitation. This project was designed to improve operations and mobility and create a safer environment that accommodates all roadway users. This work included improvements to intersection safety and operations by upgrading interconnecting traffic signals, transit operation improvements, watermain upgrades and improving streetscape elements in the commercial areas of the project limits, bicycle lanes and shared lanes, bump out installation to decrease crosswalk lengths, push buttons, pedestrian countdowns at all signals and sidewalk widening.

2016 Road Program, Wilmette: Performed construction inspection services for annual road program that included grading, patching, and resurfacing the roadway with binder and surface course, curb and gutter, and sidewalk repairs and any necessary structure adjustments.

2017 Street Program, Darien: Responsibilities included preparing Bid Booklet and Engineer’s Estimate. The street program involved complete resurfacing of 24 streets including patching, structure adjustments, and aggregate.

2017 TIF District Program, Zion: The City utilized TIF funds for improvements such as hot-mix asphalt surface removal, leveling binder, surface course, roadway patching, structure adjustments, proposed sanitary sewer, bench and trash receptacle removal and replacement, new light poles, light pole and traffic signal painting, all necessary restoration. This project included a Base Bid and 4 Alternate Bids. Responsible for preparation of plans, specifications and estimates in MFT format along with utility coordination and bidding assistance.

Area 10 Stormwater Improvements, Downers Grove: Improvements included storm sewer improvements, drainage structure installation, pavement patching, roadway resurfacing, and all necessary restoration. Responsible for preparation of plans, specifications and estimates in MFT format along with utility coordination and bidding assistance.

Annual Street Program, Oak Lawn: The Village utilizes local and MFT funds for the annual street improvements which include 3-5 miles of roadway. Improvements included hot-mix asphalt grinding, resurfacing, patching of curb and gutter, structure replacements and restoration. Responsible for preparation of plans, specifications and estimates in MFT format along with utility coordination and bidding assistance.

Annual Road Program, Deer Park: The improvements include grind and overlay resurfacing, culvert removal and replacement, traffic signage replacement, striping and all necessary restoration. Responsible for preparation of plans, specifications and estimates in MFT format along with utility coordination and bidding assistance.

Annual Street Program, Darien: The annual program generally consists of partial reconstruction and/or resurfacing of approx. 5 miles of residential streets. In addition, various other public works type projects are often added to take advantage of lower unit prices associated with larger projects. Responsible for preparation of plans, specifications and estimates in MFT format along with utility coordination and bidding assistance.

Annual Street Program, Zion: Program consists of resurfacing approx. 1-2 miles of roadway, removal and replacement of curb and gutter, driveways, sidewalk and ADA ramps, and was followed by patching and resurfacing. Project included partial sidewalk and curb and gutter removal and replacement, as well as replacement of damaged drainage structures. Projects utilize MFT or STP funds on an annual basis. Responsible for preparation of plans, specifications and estimates in MFT format along with utility coordination and bidding assistance.

2018 Sanitary Sewer Repairs, Deer Park: Work included manhole rehabilitation work including manhole grouting, manhole sealing and lining, and manhole frame/chimney adjustment, earth work, excavation, backfill and disposal of materials in accordance with all appropriate regulations governing such work along with pavement removal and replacement, landscape restoration, and miscellaneous concrete work. Responsible for preparation of plans, specifications and estimates in MFT format along with utility coordination and bidding assistance.

2018-2019 MFT Program, Algonquin: The Village utilized MFT funds for improvements such as concrete curb, sidewalk and driveway, asphalt bike path repair patching, asphalt material purchasing, street sweeping, lighting and traffic signal maintenance and drainage structure cleaning. Responsible for preparation of plans, specifications and estimates in MFT format along with utility coordination and bidding assistance.

2019 SSA Road Program, Clarendon Hills: Improvements included construction of PCC shoulder, culvert replacement and storm sewer installation, driveway removal and replacement, ADA improvements, and pavement resurfacing and restoration of the streets using SSA Funds. Responsible for preparation of plans, specifications and estimates in MFT format along with utility coordination and bidding assistance.
Civil Engineer with construction engineering experience. Responsible for performing resident engineering duties including on-site construction observation, documentation of quantities, coordination and/or verified material testing and inspection, review contractor pay requests, interaction with contractor and client. Civil design experience includes roadway resurfacing and reconstruction projects; subdivision design including underground utilities, earthwork and grading; and detention pond design. Tracy has been trained in IDOT’s Construction & Materials Management System (CMMS).

**West Side Neighborhood Storage Project - Phase 1A, Wilmette:** Resident Engineer. The Flood Mitigation Project Improvements were divided into 4 areas. Areas 1-3 Improvements included the installation of 3 junction chambers, 500 LF of 48” pipe, 1,300 LF of 36” pipe, 1,500 LF of 24” pipe and 800 LF of 12” pipe. In conjunction with the new storm sewer, the project included the installation of 700 LF of new sanitary sewer. In two locations it was necessary to support the 24” transmission main while installing pipe below. Area 4 consisted of only watermain improvements. Of the 1,400 LF of watermain installed, 900 LF was directionally drilled and 500 LF was trenched. Restoration of the four areas consisted of installing full depth class D patches in the utility trenches and then resurfacing the full roadway. Sidewalk, curb and driveway point repairs were also completed where necessary. Responsibilities included construction observation, coordination of material inspection, shop drawing review, quantity verification, pay estimates, change orders, daily documentation, and communication with residents and business owners.

**Main Street Bridge Reconstruction over Crystal Creek [Contract #61E49], Algonquin:** Resident Engineer. Improvements include the full reconstruction of the concrete structure, superstructure with prestressed concrete deck beams and approach pavements. Due to the proximity of the neighboring buildings, drilled shafts were installed instead of piles. The project also included several decorative items such as pergolas, canopy lighting, decorative archway, raised urns and masonry columns and benches. Also included is 150LF of storm sewer improvements and 200 LF of watermain improvements. Resident Engineer responsibilities included construction observation, coordination of material inspection, shop drawing review, quantity verification, Pay Estimates, Change Orders, communication with business owners, and documentation as outlined in the IDOT construction manual.

**Main Street Reconstruction and Streetscape, Algonquin:** Project Engineer responsible for construction observation and documentation of contract quantities for S. Main St between Algonquin Rd (Rt 62) and Rt 31. Improvements include wet utility replacement, dry utility replacement and coordination, and streetscape reconstruction. Streetscape improvements include a 22’ wide PCC roadway, curb and sidewalk alterations via bump outs and parking stalls, sidewalk improvements to comply with ADA standards, ADA entrance ramps to buildings, 30,000 SF of decorative pavers, decorative light pole system, masonry seat walls and columns, custom gas fireplace, decorative tree wells, planter beds, and a large monument sign.

**Church Street/Crawford Avenue STP Intersection Improvement [Contract #63734], Skokie:** Resident Engineer for intersection improvement project which includes resurfacing, rechannelization via pavement markings, addition of left turn lanes on Church St and traffic signal modernization. Specifically, Church St will be rechanneled to provide separate 11’ wide left-turn lanes in each direction and one 15’ or 16’ wide curb lane in each direction, accommodating a shared lane for bicyclists. Curb radius returns for NW, NE, and SE will be increased to accommodate an increased design vehicle. Radius return at SW corner remained the same due to existing building location. Project also included removing and replacing all curb and gutter and sidewalks. All sidewalk improvements were installed to meet ADA requirements. Responsibilities included construction observation, coordination of material inspection, quantity verification, communication with residents and business owners, and documentation as outlined in IDOT’s Construction Manual.
Madison Street Reconstruction and Streetscape [Contract #61A53], Forest Park and River Forest: Resident Engineer for Madison St reconstruction and streetscape between Desplaines Ave and Park Ave. The third of a mile project included HMA full depth pavement to accommodate three 11 foot lanes and two 8 foot parking lanes. Roadway layout also includes 2 planted medians and bump outs to delineate the parking lanes. All sidewalks and driveways were removed and replaced, along with installation of decorative brick pavers within parkways and bump outs. A decorative light poles system was installed. Also included was the installation of 900 LF of new watermain to update Forest Park existing watermain system. Responsibilities included construction observation, coordination of material inspection, quantity verification and communication with business owners, and documentation as outlined in IDOT’s Construction Manual.

Cumberland Avenue Bridge at I-90 [Contract #60J14], IDOT: Aided in construction observation and documentation of final stages. Project included full reconstruction of Cumberland Ave Bridge over I-90, roadway reconstruction and resurfacing, traffic signal modernization, traffic signal interconnect, retaining walls, and lighting. Responsibilities included construction observation, coordination of material inspection, quantity verification and documentation as outlined in IDOT’s Construction Manual.

Lake Cook Road Multi-Use Path [Contract #63781], FPDCC: Resident Engineer for construction of a multi-use path between the northern termini of North Branch Trail and Green Bay Trail. Total length of the path is approx. one mile and located within and adjacent to the grounds of Chicago Botanic Garden and FPDCC. The multi-use path is 10’ wide with 2’ wide aggregate shoulders on both sides and also included wood boardwalk structures over sensitive wetland areas. Services included review of shop drawings and submittals, coordination and monitoring of material testing firms, verifying the contractor was in conformance with plans and specs, preparation and organization of weekly construction review meetings, preparation of pay estimates and proposed contract modifications and project documentation as outlined in IDOT’s Construction Manual.

Syracuse Lane & Cambridge Drive Culvert Replacements, Schaumburg: Resident Engineer responsible for project initiation, weekly meeting coordination, shop drawing review, construction inspection, documentation, facilitating pay estimates and change orders, and website updating. All work was done in coordination with IDOT and according to IDOT specifications. Project consisted of removal and replacement of 3 different culverts in the Village that convey water flowing in West Branch of the DuPage River. There were 2 double barrel precast culverts and 1 single barrel precast culvert. One double barrel culvert was located under Cambridge Dr South, and the other was located under Syracuse Ln. Each individual barrel at these 2 locations was replaced with a 10’ wide x 6’ tall x 57’ long precast modular structure. The single barrel culvert was located under Cambridge Dr North. This barrel was replaced with a 10’ wide x 7’ tall x 57’ long precast modular structure. Construction of all 3 of these culverts had to be staged to allow for local residents to maneuver through town on a daily basis.

Hobson Valley Watermain Installation, Naperville: Resident Engineer for installation of 7,500 LF of watermain in two connected unincorporated subdivisions. Project included installation of ductile iron watermain, flexible pipe watermain, fire hydrants, gate valves, and services up to buffalo boxes. Three sections of watermain installation were directionally bored with flexible pipe to prevent disturbance of wetlands/forestry and to cross under a major roadway. Restoration was done to all driveways, parkways and roadways. Coordination with DuPage County Public Works and residents was necessary to determine the location of all buffalo boxes. Duties included construction observation, coordination of material inspection, documentation of quantities and quantities, and preparation of pay estimates.

2013 Street Program, Elgin: Provided construction engineering for construction of 9 residential streets and roadways system within Lords Park, approx. 13,250 LF (2.5 mi.), roadway resurfacing improvements. Project included HMA surface removal and replacement, combination concrete curb and gutter removal and replacement, sidewalk removal and replacement and parkway restoration. Duties included coordination of contractor operations and QA testing, materials inspection, documentation of quantities, and preparation of pay estimates.

Haven Avenue Reconstruction, Orland Hills: Project consisted of full reconstruction of Haven Ave between 159th St and Meadowview Ave. Work consists of pavement removal, earth excavation, aggregate base course, HMA base course, HMA surface course, concrete curb and gutter, and storm sewer. Project also included removing and replacing all sidewalk and driveway aprons and restoring the whole parkway with sod and new trees. Responsibilities included construction observation, coordination of material inspection, quantity verification, and documentation as outlined in IDOT’s Construction Manual.

Ridgeland Avenue, Oak Park: Resident Engineer for resurfacing Ridgeland Ave between North Ave and Division St, and Roosevelt Rd and Garfield St. Project included HMA surface removal and replacement, combination concrete curb and gutter removal and replacement, spot curb and gutter repairs, striping and detector loops. Responsibilities included construction observation, coordination of material inspection, quantity verification, and documentation as outlined in IDOT’s Construction Manual. Duties also included being point of contact for residents’ construction questions.
EXECUTIVE SUMMARY

In 2019 CBBEL helped the Village of Wilmette with the Phase I Categorical Exclusion Group 1 for the Wilmette Avenue Resurfacing project. This project consists of the removal of 3” of asphalt pavement on Wilmette Avenue (FAU 1297) from Ridge Road (FAU 3520) to Green Bay Road (FAU 2744) within the Village of Wilmette. The pavement will be replaced with HMA Surface Course 2” and Leveling Binder 1.25”. This work will also consist of asphalt patching, minor utility structure repairs, spot curb and gutter repair, spot PCC sidewalk repair in accordance with ADA along with detectable warnings, structure adjustments and pavement striping. All work will be within the ROW.

CBBEL is unique in that we bring a variety of skills and expertise to successfully complete to Phase II Engineering Plans, Specifications and Cost Estimates for the federally funded project. Our company and more specifically our Project Team excels and is one of the top engineering firms and is pre-qualified by IDOT to perform Phase II Engineering services.

As CBBEL has been involved with the Wilmette Avenue Phase I Engineering, we understand the scope of the project as outlined in the RFP to meet the IDOT letting schedule deadline for the March 10, 2023 letting date. This would include some key dates:

- **MARCH 2022** – Phase II Engineering Kick Off Meeting with Village, IDOT and Planning Liaison
- **SEPTEMBER 30, 2022** – Pre-Final Plans, Specifications and Estimates Submittal to IDOT
- **NOVEMBER 28, 2022** – Final Plans, Specifications and Estimates Submittal to IDOT
- **NOVEMBER 28, 2022** – Draft Agreements and Construction Engineering Agreements to Planning Liaison

**SOME OF THE KEY ITEMS FOR THE PHASE II ENGINEERING ARE AS FOLLOWS:**

CBBEL understands the submittal process for federally funded projects. We will make the required submittals and obtain the permits to stay on schedule for this project. This includes:

- IDOT for 3R guidelines
- Work with the Northwest Mayors Council Planning Liaison
- Complete the LPC 663 for Special Waste for local roads
- Update Section 106 (cultural screening) originally approved by IDOT
- No ADA work within IDOT ROW since IDOT is completing ADA ramp improvements at the intersection of Wilmette Avenue and Ridge Road.
ROADWAY/ RECONSTRUCTION TECHNIQUES
CBBEL will have our geotechnical consultant complete core samples and a report to determine the existing type of soil of the roadway based on this information to confirm the proposed typical sections for the roadway as well as testing to sign off on the LPC-663 Forms.

SCHEDULE AND BUDGET
As the Village knows, during our years of work in the Village, CBBEL prides itself by staying on schedule and within the budget for our projects.

QUALITY ASSURANCE/QUALITY CONTROL
CBBEL provides a QA/QC manager to perform/oversee plan reviews as part of the design phase.

Early identification of the key items for the project and constant communication will allow CBBEL to complete the project on time and within budget.

The milestone items to be completed will follow the IDOT letting schedule for the March 2023 date.

PROJECT UNDERSTANDING
The project scope includes the resurfacing of Wilmette Avenue from Ridge Road to Green Bay Road, as well as the following:

- Patching
- Spot Curb and Gutter Repair
- Structure Adjustments
- Following 3R Guidelines

The Village of Wilmette would like to bid the projects in March 2023 State letting.

The Village’s goals and objectives will be realized by utilizing CBBEL’s proven design approach. This design approach is founded on a principle of innovative thinking encompassing a broad spectrum of value engineering, design optimization, and day-to-day proactive project development procedures. This approach allows staff members the flexibility to explore new and creative ideas. This technical approach is comprised of:

- Delivering exceptional client service through a focused and responsive approach from the senior management level down through all designated staff levels.
- Establishing key project goals with the Village early in the development of the project.
- Conducting thorough field research, investigation, and assessment of existing site conditions.
- Developing a final design consistent with established project goals and identifying cost savings opportunities where feasible.
- Developing a viable and cost-effective final design to ensure a biddable and constructible project through a well-planned, detail-oriented design approach that anticipates critical design and construction issues.
- Working proactively by “partnering” with the Village, IDOT and community representatives to achieve the project goals.
- Maintaining project issue documentation and following QA/QC procedures throughout project involvement.

As illustrated in our Project Experience section, CBBEL has engineered many municipal street resurfacing and rehabilitation projects with federal funds.
SCOPE OF SERVICES

TASK 1 – PROJECT PHASE II ENGINEERING KICK OFF MEETING: CBBEL will attend a virtual Kick Off Meeting with Village staff, NWMC Planning Liaison and IDOT. This will include preparing and distributing the minutes and exhibits as necessary. Any environmental clearances will be updated as requested by IDOT.

TASK 2 – FIELD RECONNAISSANCE AND BASE SHEET PREPARATION: CBBEL Construction Staff will perform a Field Reconnaissance of Wilmette Avenue. The purpose of the Field Reconnaissance will be to verify the method of rehabilitation, determine the exact limits of the project, and curb replacement limits. In addition, CBBEL will assess the condition of the underground utilities, including inlets, catch basins, valve vaults and all manholes through visual inspections. If the Village requests, we will review the televised storm and sanitary sewer video provided by the Village. The results of the Field Reconnaissance will be red-lined, and CAD drawn on the existing conditions base plan and utilized when preparing plans, specifications, and estimates. The base sheets will utilize aerials of Wilmette Avenue. While no topographic survey is anticipated for this project CBBEL will obtain rim to invert elevations (DIPs) for all structures that are found to be replaced. The results of the Field Reconnaissance will be reviewed with the Department of Public Services and compared to previous estimates to determine their impact on the estimated construction cost.

TASK 3 – GEOTECHNICAL ENGINEERING/SOIL TESTING: A geotechnical exploration and soil testing of the project corridor will be performed by CBBEL’s subconsultant, Testing Service Corporation (TSC) and includes the following tasks:

 TASK 3.1 – GEOTECHNICAL INVESTIGATION: The geotechnical investigation will include 9 pavement cores extended to explore the existing pavement condition and underlying soil conditions. The cores will be taken approximately every 500 feet as recommended by IDOT. Upon completion of sampling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer-generated boring logs. The report will address anticipated soil and underground conditions impacting site development, based upon the information obtained from the cores. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

• General earthwork and construction considerations.
• Remedial work and/or treatment of unstable or unsuitable soil types.
• Methods of excavation.
• Anticipation of and management of groundwater.

TASK 3.2 - PIP EVALUATION AND LPC-663 ANALYSIS: Testing Service Corporation (TSC) will evaluate current Federal and State environmental agency records for the site by obtaining a Radius Map Report from Environmental Data Resources, Inc. (EDR) for the reconstruction of streets and alleys. Review of the Radius Map Report assists in identifying potential contamination sources from adjoining properties which may cause the segments to be considered a Potentially Impacted Property (PIP). TSC will also perform a reconnaissance to evaluate the adjoining properties for evidence of the use or release of hazardous substances or petroleum products.

The Radius Map Report will identify if the project site is a PIP. If so, additional analytical testing and analysis will be required in order to determine if the soils at the site can be accepted at a Clean Construction or Demolition
Debris and Uncontaminated Soil Fill Operations (CCDD/USFO) facility. Soil sampling for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), Total RCRA Metals, and pH analysis is required for the IEPA Form LPC-663 (Uncontaminated Soil Certification by Licensed Professional Engineer) and will be performed by collecting a soil sample at two (2) locations. The soil sample will be returned to TESTING SERVICE CORPORATION’S office where it will be screened using a photo-ionization detector (PID). The soil samples will be submitted for analysis of VOCs, SVOCs, Total RCRA Metals, and pH.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical testing. If all analytical results meet their respective maximum concentration levels, Form LPC-663 will be filled out and signed by a Professional Engineer or Geologist. The report will be included as an attachment.

**TASK 4 – JULIE UTILITY SURVEY:** CBBEL will coordinate with utility owners and with JULIE Utility Coordination to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities/obstructions/systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities/obstructions/systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities/obstructions/systems whether or not shown on base map.

**TASK 5 – PRE-FINAL PLANS, SPECIFICATIONS, AND ESTIMATES:** CBBEL will prepare Pre-Final Plans, Specifications and Estimates for Wilmette Avenue utilizing the federal format.

- Title Sheet
- General Notes
- Summary of Quantities
- Existing and Proposed Typical Sections
- Removal and Proposed Plans
- Soil Erosion and Sediment Control Details and Notes Sheets
- Construction and IDOT Details

In addition, CBBEL will develop special provisions and estimates of cost and working days. The special provisions will be based on IDOT Standard Pay Items and Specifications in Federal Format. Plans will be submitted to the Village, IDOT and other agencies for review and permitting.

**TASK 6 – FINAL BIDDING DOCUMENTS AND FINAL COST ESTIMATE (100% SUBMITTAL):** CBBEL will make the final revisions to the pre-final submittal based on review comments from the Village and IDOT. A final estimate of cost, estimate of required working days and a lump sum item back up will also be submitted in accordance with IDOT’s latest District 1 BLRS Phase 2 Plans and Specifications Guidelines.

**TASK 7 – MEETINGS & OTHER COORDINATION:** CBBEL will plan on attending one (1) Public Meeting. In addition, CBBEL will prepare and complete all the necessary paperwork required by the Northwest Municipal Conference (NWMC) staff including Project Program Information (D1P10004), local agency agreements and construction engineering agreements and all quarterly reports to NWMC.

**INFORMATION NEEDED FROM THE VILLAGE:**
- Existing utility atlases
- Field meeting to determine condition of existing structures.

**ISSUES TO BE CONSIDERED:**
- Geotech cores and 663
- Utility conflicts

**CBBEL STAFF: (SEE COST ESTIMATE FOR STAFF HOURS)**
- Lee Fell, PE (Project Manager)
- Tracy Wais, PE (QA/QC)
- Jeffrey Househ (Design Engineer)
CBBEL WORK EFFORT
Village of Wilmette
Phase II Engineering Wilmette Avenue Resurfacing Project (Green Bay Road to Ridge Road) RFP No. 22019

February 3, 2022

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<td>Task 2: Field Reconnaissance and Base Sheet Preparation</td>
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<td>Task 3.1: Geotechnical Investigation</td>
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<td>Task 3.2: PIP Evaluation and LPC-663 Analysis</td>
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<td>Task 7: Meetings &amp; Other Coordination</td>
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Subtotal 164 1 $32,465.00

Direct Costs $750.00

Total Cost $33,215.00

Total Cost = Thirty three thousand two hundred fifteen dollars and 00 cents.
REQUEST FOR PROPOSAL NO. 22019

PHASE II ENGINEERING SERVICES FOR WILMETTE AVENUE RESURFACING PROJECT GBR TO RIDGE ROAD

https://www.wilmette.com/purchasing/bids-rfps/

Last Date/Time for Questions 01/27/2022
2:00 pm local time

Last Addendum Issued 02/01/2022
2:00 pm local time

Proposals Due and Opened on DemandStar.com 02/03/2022
2:00 pm local time

Finalist Interviews Week of 02/14/2022

Submit Questions To: purchase@wilmette.com
Submit Proposals At: www.DemandStar.com

Note: This cover sheet is an integral part of the proposal documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and any successful Respondent.

Christopher B. Burke Engineering, Ltd.

Respondent Company Name (please print)
INSTRUCTIONS TO RESPONDENTS ON COMPLETING FORMS

PHASE II ENGINEERING SERVICES FOR

WILMETTE AVENUE RESURFACING PROJECT GBR TO RIDGE ROAD

The following Proposal Forms must be filled out completely, executed by an authorized agent and sealed, if applicable, and included in the proposal per the Submission of Proposals instructions.

**PROPOSAL SUBMISSION FORMS**, in this order

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<td>Reference Form</td>
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<tr>
<td>❌</td>
<td>Proposal Exceptions Sheet (1)</td>
</tr>
<tr>
<td>❌</td>
<td>Proposal Affirmation and Certification (signed) (1)</td>
</tr>
<tr>
<td>❌</td>
<td>Certification of Compliance (signed) (1)</td>
</tr>
</tbody>
</table>

(1) Excluded from twenty (20) page limit.

**SUCCESSFUL Respondent ONLY**

The successful Respondent will be required to execute the Contract included in Appendix One to this RFP. This document **SHOULD NOT** be completed at the time of proposal submission.
PROPOSAL INFORMATION SHEET
PHASE II ENGINEERING SERVICES FOR
WILMETTE AVENUE RESURFACING PROJECT GBR TO RIDGE ROAD

Company Name: Christopher B. Burke Engineering, Ltd.

DBA: Christopher B. Burke Engineering, Ltd.

Address: 9575 W. Higgins Roads, Suite 600

City, State, Zip: Rosemont, IL 60018

Contact Name: Michael Kerr, PE

Phone Numbers: 847-823-0500

Email: mkerr@cbbel.com

Website: www.cbbel.com

Federal Employer Identification # (FEIN): 36-3468939

IL Secretary of State File #: 5440-783-1

IL Department of Employment Security #: 1247602

IL Department of Revenue Registration #: 1948-4061

IL Department of Professional Regulation #: 184.001175-0014

Please include an explanation for any blank or “n/a” responses above.

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

Please indicate below how your company heard about this RFP. Select all that apply.

☒ Email from the Village of Wilmette

☒ DemandStar.com

☐ Other, ________________________________
REFERENCE FORM
PHASE II ENGINEERING SERVICES FOR
WILMETTE AVENUE RESURFACING PROJECT GBR TO RIDGE ROAD

Each Respondent **must** supply at least three (3) names, addresses, telephone numbers and email addresses of persons to contact as performance references.

<table>
<thead>
<tr>
<th>Company Name ........ :</th>
<th>City of Zion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address ................ :</td>
<td>2828 Sheridan Road</td>
</tr>
<tr>
<td>City &amp; State ........... :</td>
<td>Zion, IL 60099</td>
</tr>
<tr>
<td>Telephone Number...... :</td>
<td>847-746-4000</td>
</tr>
<tr>
<td>Person to Contact ...... :</td>
<td>Ray Roberts, Director of Public Works &amp; Engineering</td>
</tr>
<tr>
<td>E-Mail Address......... :</td>
<td><a href="mailto:raylr@zion.il.us">raylr@zion.il.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name ........ :</th>
<th>Village of Harwood Heights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address ................ :</td>
<td>7300 W. Wilson Avenue</td>
</tr>
<tr>
<td>City &amp; State ........... :</td>
<td>Harwood Heights, IL 60706</td>
</tr>
<tr>
<td>Telephone Number...... :</td>
<td>708-867-7200</td>
</tr>
<tr>
<td>Person to Contact ...... :</td>
<td>Mayor Arlene Jezierny</td>
</tr>
<tr>
<td>E-Mail Address......... :</td>
<td><a href="mailto:jeziernya@harwoodheights.org">jeziernya@harwoodheights.org</a></td>
</tr>
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<table>
<thead>
<tr>
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<tr>
<td>Address ................ :</td>
<td>2 Lagoon Drive</td>
</tr>
<tr>
<td>City &amp; State ........... :</td>
<td>Hawthorn Woods, IL 60047</td>
</tr>
<tr>
<td>Telephone Number...... :</td>
<td>847-438-5500</td>
</tr>
<tr>
<td>Person to Contact ...... :</td>
<td>Pamela Newton, Chief Operating Officer</td>
</tr>
<tr>
<td>E-Mail Address......... :</td>
<td><a href="mailto:pnewton@vhw.org">pnewton@vhw.org</a></td>
</tr>
</tbody>
</table>
PROPOSAL EXCEPTION SHEET
PHASE II ENGINEERING SERVICES FOR
WILMETTE AVENUE RESURFACING PROJECT GBR TO RIDGE ROAD

The successful Respondent’s proposal will be attached in its entirety in Attachment One to the Contract Document in Appendix One of this RFP. The successful Respondent will be required to execute the Contract Document in Appendix One to this RFP.

Any and all exceptions to the Specifications, timing, description of Work, quantities, units of measure, materials, equipment, Affirmations, Certifications, Contract terms and/or any other part of this RFP MUST be clearly and completely indicated below.

EXCEPTIONS TAKEN:  X  NO  YES  (List below)

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

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__________________________  __________________________  ____________________________

Attach additional pages if necessary.

Page 12
Village of Wilmette
PROPOSAL AFFIRMATION AND CERTIFICATION

PHASE II ENGINEERING SERVICES FOR
WILMETTE AVENUE RESURFACING PROJECT GBR TO RIDGE ROAD

IN SUBMITTING THIS PROPOSAL, RESPONDENT AFFIRMS THAT IT:

1. Has carefully examined all of the documents included in this RFP, including Addenda Nos. 01 and 02 (if none, write "NONE") and accepts the terms and conditions therein, unless otherwise noted on the Proposal Exception Sheet.

2. Is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work.

3. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this proposal is submitted as indicated in the RFP.

4. Will cooperate with Village personnel to supply all the necessary information to complete a background investigation of the principals of the Respondent and all employees who will perform the Work on behalf of the Respondent. The Village, at its sole discretion, may disqualify any Respondent and may void any contract previously entered into with the Respondent based upon its background investigation.

5. Understands that this proposal, in its entirety, is subject to the Illinois Freedom of Information Act and that no part of the proposal will be considered confidential by the Village.

6. Respondent affirms that the prices quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, licenses, permits, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Specifications as included herein.

7. Has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Respondent has discovered in the RFP, if any, and the written resolution thereof by the Village is acceptable to Respondent. The RFP is generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this proposal is submitted.

FURTHER, IN SUBMITTING THIS PROPOSAL, RESPONDENT CERTIFIES THAT:

8. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
9. Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly been disclosed by Respondent, prior to opening, directly or indirectly to any other respondent or to any competitor;

10. This proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

11. It has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal; has not solicited or induced any person, firm or corporation to propose or refrain from proposing; and has not sought by collusion to obtain for itself any advantage over any other respondents or over the Village.

12. It is familiar with all conditions, instructions, and contract documents governing this proposal, including the Contract terms attached in Appendix One, and that any exceptions to the Contract terms are included on the Proposal Exception Sheet.

13. It understands that any contract entered into with the Village is non-exclusive and does not prevent the Village from employing similar Respondents to perform the same or similar type work.

SIGNED AND SWORN THIS 3rd DAY OF February, 2022

Entity Name: Christopher B. Burke Engineering, Ltd.

Entity Type: (circle one) Individual, d/b/a, Corporation, LLC, LLP, Joint Venture, Partnership, Other

Authorized Signature:

Name / Title: (Print) Michael E. Kerr, PE, President

Mailing Address: 9575 W. Higgins Road, Suite 600

City/State/Zip: Rosemont, IL 60018

Phone / Email: 847-825-0500 / mkerr@cbbel.com
CERTIFICATION OF COMPLIANCE

DESCRIPTION: Phase II Engineering Services for Wilmette Avenue Resurfacing Project GBR to Ridge Road.

______________________________, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: (initial all that apply)

PLEASE CHECK ALL APPLICABLE BOXES

☒ BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☒ SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☒ PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☒ EQUAL PAY ACT: Respondents, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.

☒ CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Respondent who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Respondent personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Respondent will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

☒ DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

1) Publishing a statement:
   a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Respondents workplace.
   b) Specifying the actions that will be taken against employees for violations of such prohibition.
   c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      i) Abide by the terms of the statement; and
      ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

2) Establishing a drug free awareness program to inform employees about:
RFP No. 22019

a) the dangers of drug abuse in the workplace;
b) the grantee's or Respondents policy of maintaining drug free workplace;
c) any available drug counseling, rehabilitation, and employee assistance program; and
d) the penalties that may be imposed upon employees for drug violations.

3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.

7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

8) Failure to abide by this certification shall subject the Respondent to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.
EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Respondent's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Respondent may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Respondent agrees as follows:

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

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Respondent's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Respondent in its efforts to comply with such Act and Rules, the Respondent will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Respondent will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Respondent 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.
Illinois Public Works Employment Discrimination Act

1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof. (b) The provisions of this Act apply to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

3) Deduction from compensation: No Respondent, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Respondent by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participants, of a Class B misdemeanor.

6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.

7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm’s ownership, management or staff will immediately notify the Village of Wilmette in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm’s ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest.

**PLEASE CHECK THE APPLICABLE BOX**

- [X] We have a good safety record with OSHA.
- [ ] We have had an OSHA violation within the past 5 years. (Attach explanation)

Federal Employer Identification # (FEIN): 36-3468939
IL Secretary of State File #: 5440-783-1
IL Department of Employment Security #: 1247602
IL Department of Revenue Registration #: 1948-4061
IL Department of Professional Regulation #: 184.001175-0014
Other Applicable Registration / License #:

**SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT**

By: ______________________________
(Signature)

By: Michael E. Kerr, PE, President
(Print Name and Title)

d/b/a Christopher B. Burke Engineering, Ltd.

Business address: 9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

Business Phone #: 847-823-0500

Cell Phone #: 847-878-4967

E-Mail Address: mkerr@cbbel.com
NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals (“RFP”) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

1.0 - PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline remains the same and is not changed by this Addendum.

2.0 - RFP – CHANGES

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
<th>Description of Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

<table>
<thead>
<tr>
<th>Item</th>
<th>Questions and Answers</th>
</tr>
</thead>
</table>
| 3.01 | Question: Does the Village have any type of pavement cores or pavement inventory for the identified section of Wilmette Avenue?  
Answer: No. Respondent shall obtain all pavement cores/borings necessary to complete the scope of work for this service. |
| 3.02 | Question: Does the Village have any existing topographical data for the identified section of Wilmette Avenue?  
Answer: No. Respondent shall obtain a topographic survey of Wilmette Avenue as part of the scope of work for this service. |

4.0 - INFORMATION

The following item(s) are provided as a matter of information only to all respondents and do not modify or become part of the Proposal.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01</td>
<td>None</td>
</tr>
</tbody>
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3.0 - QUESTIONS AND ANSWERS

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<table>
<thead>
<tr>
<th>Item</th>
<th>Questions and Answers</th>
</tr>
</thead>
</table>
| 3.01 | Question: What is the anticipated scope of ADA ramp design and reconstruction? Are all ramps intersecting Wilmette Ave to be reconstructed?  
Answer: Yes. Respondent shall assume that all sidewalk ramps within the street resurfacing limits will need to be reconstructed as part of this project. Respondent shall obtain all topographic survey data and prepare all engineering plans necessary to reconstruct the sidewalk ramps with ADA compliance. |
| 3.02 | Question: Is the geotechnical investigation necessary to confirm pavement composition?  
Answer: See Item 3.01 in Addendum 01. |
| 3.03 | Question: What geotechnical services are anticipated? Pavement cores? Is there enough as-built data to determine the thickness of the existing pavement structure?  
Answer: See Item 3.01 in Addendum 01. |
3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

<table>
<thead>
<tr>
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<th>Questions and Answers</th>
</tr>
</thead>
</table>
| 3.04 | Question: Are environmental services required? Should the LPC 663 preparation be included in the fee for this project or will it be completed by others?  
Answer: Yes. Respondent shall obtain all environmental services necessary to prepare the LPC 663 for inclusion with the construction bid documents. |

4.0 - INFORMATION

The following item(s) are provided as a matter of information only to all respondents and do not modify or become part of the Proposal.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>4.01</td>
<td>None.</td>
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</tbody>
</table>
## ENGINEER'S REVISED WORK EFFORT & FEES SCHEDULE

**CBBEL WORK EFFORT**  
Village of Wilmette  
Phase II Engineering Wilmette Avenue Resurfacing Project (Green Bay Road to Ridge Road) RFP No. 22019  

**February 7, 2022**

<table>
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<td>Task 5: Pre-Final Plans, Specifications and Estimates</td>
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<td>Task 6: Final Bidding Documents and Final Cost Estimate</td>
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<td>Task 7: Meetings &amp; Other Coordination</td>
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<td>10</td>
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Subtotal: 19 4 141 60 60 6 4 3 30 327 100.0% $55,745.00  
Direct Costs  
Total Cost $56,495.00

Total Cost = Thirty three thousand two hundred fifteen dollars and 00 cents.
From: Lee Fell <lfell@cbbel.com>
Sent: Wednesday, February 16, 2022 4:18 PM
To: Manis, Dan <manisd@wilmette.com>
Cc: Lee Fell <lfell@cbbel.com>
Subject: RE: 22019 - RFP - Phase II Engineering Wilmette Ave Resurfacing Project GBR to Ridge

Dan
Please see below. I hope this helps. Thanks.

Lee M. Fell, PE
Vice President, Assistant Department Head, Civil Engineering Design
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600  Rosemont, IL 60018
Phone: (847) 823-0500  Fax: (847) 823-0520  Cell: (847) 417-4219
E-Mail: lfell@cbbel.com

Hi Lee,

We’ve completed review of all the proposals and wanted clarification on several items prior to considering next steps, see questions below.

We plan to replace all curb ramps within the project limits if they are not ADA compliant or if they are in need of repair, other proposals clearly indicated that the plan preparation included ramp details.  **If IDOT requires ramp details, does your proposal include this service?**  Yes included.

Your proposal states that you will submit to other agencies for review and permitting.  **Does this include a MWRD WMO permit if needed?**  Yes

Your proposal states that you will coordinate with utility owners to obtain atlas information.  **Does this include sharing plans with utility owners and coordinating potential utility frame adjustments?**  Yes

Other proposals clearly indicated that assistance during bidding was included.  **Does your proposal include reviewing and responding to any questions that may be submitted by potential bidders?**  Yes

Please respond to these questions at your earliest convenience.

Thanks!
ATTACHMENT TWO
GENERAL CONDITIONS

The following General Conditions are an integral part of and are incorporated into the Agreement.

1. Working Hours

All work shall be performed on Weekdays between the hours of 7:00 a.m. and 7:00 p.m. and Saturdays between 9:00 a.m. and 6:00 p.m., except in the case of urgent necessity as determined by the Village. No work shall be performed on Sundays and the following Village Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (the fourth Thursday and Friday in November), and Christmas Day.

2. Inspections

The Village shall have the right to inspect, or to have inspected by its representative, any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items or work not complying with the Agreement are subject to rejection. Any items or work rejected shall be removed from the site and/or replaced at the sole expense of the Engineer. Engineer will make every effort and means available to facilitate the inspection of the work. Any work or material, which is deemed to be defective, must be rebuilt, replaced, or removed at the Engineer’s own expense. Any omission to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean acceptance of the work or material.

Engineer shall not be relieved of its obligations to perform the work in accordance with the Contract either by the actions of the Village or other Village Engineer in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Engineer.

3. Coordination of Work

If the Engineer has one or more crews working in the Village, the Engineer shall also have a designated manager level or above representative in the Village and available as an emergency contact by mobile phone within thirty (30) minutes. The representative shall call and provide their name and cell phone number to the Village prior to the start of work.

The representative shall have a complete working knowledge of the specifications of the Work included herein, oversee the work being performed by the Engineer’s crews, and meet weekly with a Village employee to inspect and sign-off on the work performed.
In addition, the representative will also have full authority to:

a. Manage, engage and/or discharge Engineer’s employees.

b. Promptly supply any necessary equipment, materials, or incidentals; and,

c. Negotiate on the Engineer’s behalf and legally commit the Engineer in writing to any changes, additions or deletions to the Work specifications included herein or new Work requested by the Village in writing up to a limit of $2,500.

4. Additional Work Requirements

a. Job Site Daily Cleanup

Engineer shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of.

b. Equipment and Materials Staging

Engineer shall be responsible for the proper, safe, and adequate storage of all materials and equipment. The Engineer shall not place any equipment or materials on the job site without prior approval by the Village. All staging locations for equipment and materials must be pre-approved by the Village. Engineer and subcontractors are responsible for the security of their own materials, tools and equipment at the site, and the Village shall not be liable for any loss or damage that may occur thereto.

Engineer shall not be entitled to payment or reimbursement for any off-site storage of materials or equipment unless such off-site storage was pre-approved in writing by the Village.

c. Water

The Engineer may use certain Village fire hydrants under the following conditions:

i. The Engineer may fill a non-potable water tanker truck using the metered hydrant located at the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL on Weekdays between the hours of 7:00 a.m. and 2:30 p.m. The Engineer’s truck must be equipped with a hydrant hose connection (2.5” port). The Engineer will be required to record water usage in a logbook maintained by staff at the Public Works Yard.

ii. The Engineer must have prior approval from the Village to utilize a hydrant other than the hydrant located at the Public Works Facility. The Engineer may request a Village-issued water meter and RPZ device from the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL, on Weekdays between the hours of 7:00 a.m. and 2:00 p.m.

a. If a meter is available, a $2,500 refundable deposit (cash, check, Visa, MC) and a meter loan permit are required to obtain a Village meter and RPZ device. The meter loan permits are available online at https://www.wilmette.com/permits/ or at the Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois, on weekdays between 7:30 a.m. and 4:30 p.m. The $2,500 deposit will be cashed upon receipt and
refunded upon return of the meter and RPZ device, minus any damages to the hydrant or the meter and RPZ device. The Village has a limited number of meters and RPZ devices.

b. **If no meters are available**, the Engineer will be responsible for supplying its own meter and RPZ device certified in the past year and approved for use by the Village. The Engineer shall report initial and final meter readings to the Village for all Wilmette water used daily.

d. **Delivery of Equipment and Materials**
   All equipment and materials shipped to the Village must be shipped F.O.B. and delivered to a pre-designated location. Engineer shall coordinate delivery schedules in advance with the Village and must be present on site at the time of all deliveries. To the extent any materials or equipment will not be used immediately in the construction of the work, the materials and equipment shall be stored in the location directed by the Village. No deliveries will be accepted on Saturday, Sunday, or holidays.

e. **Anti-Idling Policy**
   To improve air quality and reduce global warming, the Village requests that Engineer inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

f. **Vehicles and Equipment**
   The Engineer’s vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The Village shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed right-of-entry release forms for the required work.

g. **No Parking Signs**
   As needed, where on-street parking exists within the Work zone, the Engineer shall place “No Parking” signs a minimum of two (2) calendar days prior to performing the Work. All “No Parking” signs shall indicate the date enforcement begins and must be affixed and displayed to the satisfaction of the Village. “No Parking” signs shall be removed when work is not scheduled to occur for a period of seventy-two (72) hours, and shall be reposted as required here in when work is to resume. “No Parking” signs will be furnished by the Village at no cost to the Engineer.
5. Prevention of Injury or Damage

a. Safety of Persons
   Engineer shall be solely and completely in charge of, and responsible for, maintaining
   the site and performing the work, so as to prevent accidents or injury to persons
   performing the work, and to any person on, about, or adjacent to the site where the
   work is being performed. This duty exists, and shall apply, continuously and shall not
   be limited to normal working hours. Engineer shall maintain and implement, and ensure
   that all Subcontractors maintain and implement, an appropriate safety/loss prevention
   program for the protection of employees and persons nearby. Engineer is fully
   responsible and assumes liability for the failure of Subcontractors to comply with the
   requirements of this Section.

   Engineer shall comply with all applicable federal, state, and local safety laws,
   regulations and codes, including, but not limited to, those safety precautions as to
   construction involving, or in the vicinity of, overhead and/or underground electrical
   facilities and utilities. Engineer shall be responsible for all applicable employee safety
   training/education, as well as accident record maintenance.

b. Protection of Public and Private Property
   Engineer shall adequately protect the site, adjoining properties and all work from
   damage or loss arising in connection with, or during the performance of, the work.
   Engineer shall pay for any such damage, injury or loss caused by its agents,
   employees, or subcontractors or from the action of the elements. Engineer will be
   required, without cost to the Village, to remove and replace all portions of the damaged
   work, and to repair or replace all damage caused to Village and private property and
   adjoining properties. Engineer will take sufficient precautions, and ensure that all
   Subcontractors take sufficient precautions, to prevent damage to property, materials,
   supplies, and equipment, and avoid interruptions in the performance of the work.
   Engineer is fully responsible and assumes liability for the failure of Subcontractors to
   comply with the requirements herein.

   The Engineer shall resolve any claims for damage with the property owner within ten
   (10) days after damage occurs. Should the damage not be rectified within the time
   frame agreed upon or to the satisfaction of the property owner, and/or the Village, the
   Village reserves the right to repair or replace that which was damaged by the
   Engineer and deduct this cost from any payment due the Engineer.
c. **Repair of Damage**
   Upon termination of the Contract, or upon completion of the work, Engineer shall repair or replace, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, Right-of-Way, or other Village property arising during the performance of the work or incidental thereto caused by Engineer, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Engineer. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

6. **Concealed Conditions**
   
   a. Contract Drawings showing the approximate location of existing and new utility lines, if any, have been identified and located as accurately as possible using readily available information. However, the Engineer is responsible for verifying the accuracy of all locations. If utilities require relocation or rerouting Engineer shall notify the Village and cooperate with the Village to make the required adjustments.

   b. If utility service which is shown on the Drawings is interrupted for any reason, Engineer will work continuously to restore such service to the satisfaction of the Village at no additional cost to the Village. Should Engineer fail to proceed expeditiously with appropriate repairs, the Village shall have the right to have any needed repairs completed and the cost of such repairs shall be deducted from any amount due or to become due to Engineer.

   c. If utility service, which is not shown or which is misidentified on the Drawings, the existence or proper location of which could have been discovered by careful examination and investigation of the Project site by Engineer, is interrupted for any reason, the entire cost to restore service to the satisfaction of the Village shall be paid by the Engineer.

   d. Engineer shall promptly, but in no case more than ten (10) days from discovery and before the conditions are disturbed, notify the Village in writing of:
      
      i. Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract and which were not known by Engineer or could not have been discovered by careful examination and investigation of the site of the proposed work.

      ii. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the work provided for in the Contract.

      iii. Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work and which were not known by the Engineer and could not have been discovered by careful examination and investigation of the Project site.

      iv. If the Village determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is
warranted, the Engineer shall continue performance of the work. No claim by the Engineer for a change in the Contract Amount or Times shall be allowed unless the required written notice is given and the Village is given adequate opportunity to investigate the conditions encountered prior to any disturbance thereof.

7. Interpretation of the Work

The Village shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Engineer, and all estimates and decisions shall be final and conclusive. The Village shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the Contract. The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Engineer proposes to furnish pursuant to the Contract.

8. Contract Changes

a. Changes in Work

The Village reserves the right to make changes in the scope of the Contract or issue instructions requiring additional work or direct the deletion of certain work. Any such changes by the Village shall not invalidate the Contract or relieve the Engineer of any obligations under the Contract. Changes to the Work shall be authorized in writing and executed by the Village and Engineer by means of a Change Order.

A change order for work is not necessary, and Engineer shall not be entitled to additional compensation, when the work is reasonably inferable as within the Contract, or, when the Work was made necessary as a result of an error or omission of the Engineer or any subcontractor.

Engineer shall not be entitled to an adjustment to the Contract Amount or Contract Time for any work performed: outside the scope of the Contract and for which no prior written authorization by the Village was obtained; which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed; or relating to differing site conditions that require prior written notice before proceeding as further provided herein.
b. **Change Orders**

Any adjustment to the Contract Amount or Contract Time shall be made at the time of ordering a change in the Work. The cost or credit resulting from a change in Work shall be determined in one or more of the following ways:

i. By unit prices named in the Contract or additional unit prices subsequently agreed upon, where no additional amounts for overhead and profit shall be allowed.

ii. By an amount mutually agreed to by Engineer and the Village as a fixed or percentage fee.

iii. By agreement on a lump sum proposal submitted by Engineer. Lump sum proposals shall include a detailed cost breakdown for each component of Work indicating both labor and material costs. In addition, there may be added an amount agreed upon, but not to exceed ten percent (10%) of the actual cost, for overhead and profit.

If none of the above methods are mutually agreed upon, a change may be made by unilateral determination of the Village based upon the reasonable costs or savings attributable to the change, including a reasonable allowance for overhead and profit, not to exceed ten percent (10%). If this method is utilized, the Engineer shall promptly proceed with the Work involved in the change, upon receipt of a written order by the Village.

iv. In such case, Engineer shall keep and present an itemized accounting of all materials used, equipment, the cost of labor (including social security, old age and unemployment insurance, fringe benefits to which the employee is entitled, and Worker's compensation insurance), and the fair rental cost of all machinery used for the extra Work for the period of such use. If the extra Work requires the use of machinery not already on the Project site, or to be otherwise used for the Work, then the cost of transportation (up to a total maximum of one hundred (100) miles) of such machinery to and from the Project site shall be added to the fair rental value.

v. Engineer shall not include in the cost of the extra Work any cost or rental of small tools, or any portion of the time of the Engineer or the superintendent, or any allowance for the use of capital, insurance or bond premium or any actual or anticipated profit, or job or office overhead not previously mentioned. These items are considered as being covered under the added amount for general overhead.

Pursuant to the Illinois Criminal Code (720 ILCS 5/33E-9), a Change Order or series of Change Orders which authorize or necessitate a net increase or decrease in the cost of the contract by a total of $10,000 or more, or an increase or decrease in the time of completion by more than 30 days requires a written determination by the Village supporting the appropriateness of the change. The written determination must state why: the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; the change is germane to the original contract as signed; and the change order is in the best interest of the Village.
9. **Suspension**

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all work that must be completed prior to suspension of the work, including all work associated with suspension that must be performed. With respect to work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the work by the Village.

10. **Correction of Work**

   a. Upon receipt of notice, Engineer shall promptly remove from the site and replace any material or correct any defective work or work that fails to conform to the requirements of the Contract, whether completed or not and whether observed before or after Substantial or Final Completion. Engineer shall pay all costs of correcting such work or material including the cost of additional professional services necessary, and the cost of repairing or replacing all other work damaged by such removal or replacement.

   b. If within one year after the date of Substantial Completion (or such longer period of time prescribed by any special guarantee or warranty) any work is found to be defective, Engineer shall promptly, at its sole cost and expense and without cost to the Village, repair, replace or correct such defective work along with any damage to other work resulting therefrom.

   c. Engineer’s obligations under this Paragraph are in addition to any other obligation or guarantee or warranty contained in the Contract and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

   d. If the Engineer fails to correct defective work within a reasonable time, the Village may perform the necessary corrections. A Change Order will then be issued reflecting an equitable deduction from the Contract Amount for the costs of correction incurred by the Village. The costs of correction will be deducted from payments due to the Engineer or, if no further payments are due to Engineer, then the Engineer’s surety will be responsible for said payment.
11. Warranty

a. Engineer warrants to the Village that all material and equipment furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all work shall be of good quality, free from faults and defects and in conformance with the Contract. Prior to Final Completion, Engineer shall deliver to the Village all warranties required under the Contract, or to which Engineer is entitled from manufacturers, suppliers, and Subcontractors. All warranties for goods and materials incorporated into the work shall begin on the date of Substantial Completion.

b. Neither the final payment nor partial or entire use or occupancy of the site by the Village shall constitute an acceptance of work not done in accordance with Contract or relieve the Engineer or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Engineer or its sureties shall remedy any defects in work and any resulting damage to work at its own expense. Engineer shall be liable for correction of all damage resulting from defective work. If Engineer fails to remedy any defects or damage, the Village may correct the defective work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Engineer or its surety.

c. Engineer warrants that the work shall be done in a workmanlike manner in strict accordance with the Contract and guarantees that the labor, material, and equipment will be free of defects for a period of one (1) year from the date of Substantial Completion unless otherwise provided.

d. Engineer warrants that no materials or supplies for the work purchased by Engineer or any Subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Engineer further warrants that he/she has good title to all materials and supplies used in the performance of the work, and any such materials and supplies are free from all liens, claims or encumbrances. Engineer agrees to indemnify and save the Village harmless from all claims and costs incurred with respect to the lawful demands of Subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from Engineer’s breach of this Section.
12. Documents

a. Ownership
   All drawings, specifications, reports, and any other project documents prepared by the Engineer in connection with any or all the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, specifications, calculations, computer programs, computer discs, records, notes, samples and information recorded in any tangible or computer form generated or prepared by or at the direction of Engineer shall be the exclusive property of the Village.

   Engineer shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Engineer fails to deliver a fully reproducible document. Engineer shall not publish, in any technical articles, publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village.

   The provisions of this Section shall survive the expiration, conclusion, and termination of this Contract.

b. Deliverables
   Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be the exclusive property of the Village.

   Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.
13. Payment(s), Retainage & Withholdings

a. Submissions of Invoices
Invoices must have the Purchase Order prominently displayed on page 1 of the invoice and shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products.

Invoices shall not be deemed due and owing unless and until the following are submitted:
   i. Updated construction schedule.
   ii. Scanned (pdf) copies of legally effective release(s) and waiver(s) of lien covering Work for which payment is being made.
   iii. Scanned (pdf) copies of legally effective release(s) and trailing waiver(s) of lien(s) covering work for subcontractors for which prior payment to Engineer has been made.
   iv. Original paper copies of ALL Engineer and subcontractor waivers of lien shall be submitted with the Engineer’s final invoice for payment of retention.
   v. Any other documents requested/required by the Village.

b. Contract Line Items
The Engineer is required to complete contract line items to 100% before including the quantity on a pay request.

c. Liquidating Damages
Invoices will be paid net of any damages assessed by the Village against the Engineer as outlined in this Contract.

d. Withholding
Notwithstanding the terms herein, and without prejudice to any of its other rights or remedies, the Village shall have the right to withhold from any payment that may be or become due such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to defective work or work that does not conform to the Contract; damage for which the Engineer is liable; state or local sales, use or excise taxes that may have been paid by Engineer or any of its Subcontractors; any lien or claim of third-parties, subcontractors or suppliers regardless of merit; inability of the Engineer to complete the performance of the work; or any other failure by the Engineer to perform any of its obligations under the Contract. The Village shall be entitled to retain all amounts so withheld until the Engineer either performs the outstanding obligation or furnishes security in a form acceptable to the Village for such performance.
e. **Final Payment to Engineer**

Upon completion of the work and approval by the Village, and upon receipt and approval of all closeout submittals required under the Contract and all final certified payroll reports and original final waiver(s) of lien, the Village will pay the Engineer the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Engineer shall completely repaired or replaced, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, or other Village property arising during the performance of the work or incidental thereto caused by Engineer, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Engineer.

The acceptance by the Engineer of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the Contract. Any payment, final or otherwise, shall not release the Engineer or his sureties from any obligations under the Contract or the performance bond and payment bonds.

14. **Technology**

Engineer will be provided with one or more Village iPads and accompanying wireless internet access during the performance of the Work. Engineer shall only use the Village provided iPads and wireless internet access when performing the Work outlined herein on behalf of the Village; and in accordance with the Village’s policy on computer usage and internet access.

Engineer shall have no expectation of privacy with regards to the use of the iPads, software and wireless internet access provided by the Village.

Engineer will return the iPads to the Village upon request or completion of the Work in the same condition as the iPads were in when checked out by Engineer. The Engineer will be financially responsible for the timely repair or replacement of any iPads provided to Engineer not returned in the same condition as when they were checked out.
ATTACHMENT THREE

PHASE I REPORT
Categorical Exclusion Group I

County: Cook
Local Public Agency: Village of Wilmette
Route: Wilmette Avenue
Section Number: 19-00204-00-RS

Project Number: ____________________________
Project Length: 0.87 miles
Type of Funds: Federal
Project Termin: Ridge Rd. to Green Bay Rd.

Local Agency Jurisdiction: Village of Wilmette

Project Description: This project consists of removal of 3" of asphalt pavement on Wilmette Avenue (FAU 1297) from Ridge Road (FAU 3520) to Green Bay Road (FAU 2744) within the Village of Wilmette. Pavement will then be replaced with HMA Surface Course 2" and Leveling Binder 1.25". This work will also consist of patching (asphalt bases), minor utility structure repairs, spot curb and gutter repair, spot PCC sidewalk repair in accordance with ADA along with detectable warnings, structure adjustments, pavement striping, tree protection measures, inlet filters, all parkway restoration necessary, and other incidental or collateral work. All work will be within the ROW.

Total Cost of Project: $1,105,000.00

Categorical Exclusion Statement:
This project will not have any significant impacts on the environment, or involve any unusual circumstances, therefore, it is a Categorical Exclusion I. Please note that special waste was not necessary as no excavation will occur within State ROW, and that an ESR is not required as there is no ROW acquisition or instream work and the project is not located in a historic area.

Local Agency

Date

Regional Engineer

Required Attachments (when applicable):
☑ Location Map
☑ Existing and Proposed Typical Sections
☐ Coordination with Local Bridge Unit when structures are impacted
☐ List of sign quantities for Rural Sign Program projects
☑ Layout of sidewalks for sidewalk projects
☑ Coordination meeting minutes if applicable
☐ Approved BLR 22120 form for approved design variances
☐ Other:
Village of Wilmette
STP Project – Wilmette Avenue
Section No. 19-00204-00-RS
Agenda

Wilmette Avenue

- Two lane, two-way residential collector street
- Parking available on both sides of the road throughout except from west of Park Avenue to Green Bay Avenue
- Roadway width, e.o.p – e.o.p., is approximately 34 feet
- HMA pavement with asphalt base
- Urban cross section with and curb and gutter

Limits of work: Wilmette Avenue (FAU 1297) from Ridge Road (FAU 3520) to Green Bay Road (FAU 2744) (approximately 0.87 miles)

Project Description:

The project will consist of the roadway resurfacing in accordance with Federal design guidelines.

- Removal of 3” of asphalt pavement
- Replace pavement w/ HMA Surface Course 2” and Leveling Binder 1.25”
- Patching 10 inches– asphalt bases
- Minor utility structure repairs
- Combination concrete curb removal and replacement (as necessary)
- Sidewalk removal and replacement (as necessary)
- Detectable warnings – ADA Accessibility
- Structure adjustments
- Pavement striping

No right-of-way acquisition is required.

The intersections of Wilmette Avenue and Green Bay Road and Wilmette Avenue and Park Avenue contain traffic signals which are maintained by the Village on all four legs. The intersection of Wilmette Avenue and Ridge Road contains a traffic signal. The north and west legs are maintained by IDOT and the east and south legs are maintained by the Village.

Historic: It is our understanding that Oak Circle is a National Historic District. The only home adjacent to our project is 351 Oak Circle, although per the Village, this has been given a non-contributing designation.

ADT is 11,300 (www.gettingaroundillinois.com, 2014)

Special waste will be completed in accordance with LPC-663 for all work within Village ROW.
IDOT will be completing an ADA ramp project at the intersection of Wilmette Avenue and Ridge Road. Thus, this project will not be within State ROW. (State Special Waste is not required)

The project will be submitted for next call for projects through the North Shore Council of Mayors.

Anticipated Letting Date: TBD
MEETING DATE/TIME: May 9, 2019; 9:30 a.m.
LOCATION: IDOT BLRS 3rd Floor

TO: Alex Househ – IDOT
    John Klingenstein - NWMC
    Brigitte Berger – Village of Wilmette
    Dan Manis – Village of Wilmette
    Ryan Kearney – Village of Wilmette
    Lee Fell – CBBEL
    Jeff Househ – CBBEL
    Project File

SUBJECT: Village of Wilmette – Wilmette Avenue STP Project (Phase I kickoff meeting)
    Section No. TBD

Phase 1 Kick-Off Meeting was held at the Illinois Department of Transportation on May 9, 2019 at 9:30 AM for the proposed Wilmette Avenue Resurfacing project in the Village of Wilmette.

Project Overview:
This project consists of removal of 3” of asphalt pavement on Wilmette Avenue (FAU 1297) from Ridge Road (FAU 3520) to Green Bay Road (FAU 2744) within the Village of Wilmette. Pavement will then be replaced with HMA Surface Course 2” and Leveling Binder 1.25”. This work will also consist of patching (asphalt bases), minor utility structure repairs, spot curb and gutter repair, spot PCC sidewalk repair in accordance with ADA along with detectable warnings, structure adjustments, and pavement striping. All work will be within the ROW.

Project Specifics:
- Lee Fell began the meeting by stating that the Village of Wilmette will submit for the next call of projects from the North Shore Council of Mayors.
- Phase 1 is locally funded. The Village will submit in the future for Federal Funds for construction and Construction Engineering. The Village may use local funds for Phase II Engineering.
- Wilmette Avenue: ADT is 11,300, DHV is 471 (www.gettingaroundillinois.com, 2014)
- Alex Househ clarified that because of the scope, this project will only need to be under 3R guidelines.
- Lee Fell discussed IDOT has designed an ADA project at the intersection of Ridge Road and Wilmette Road, therefore, CBBEL will not have to make ADA improvements on that intersection. Lee Fell presented the approved ADA plan that was provided by IDOT.
- Alex Househ clarified with CBBEL that Section 106 (cultural screening) has been approved by IDOT.
- Special Waste will be completed in accordance with LPC 663.
• No ESR is required since the work within the IDOT R.O.W. has been cleared and the remaining work will be within the existing R.O.W.

• This project includes 3 traffic signals, see below for the traffic signals and warrants (MUTCD – Section 4C.01)
  
  o Traffic Signal: Wilmette Avenue and Ridge Road which is maintained by Village on all 4 legs. This traffic signal has been warranted.
  
  o Traffic Signal: Wilmette Avenue and Park Avenue which is maintained by Village on all 4 legs. This traffic signal has been warranted.
  
  o Traffic Signal: Wilmette Avenue and Green Bay Road which is maintained by IDOT on the north and west legs and maintained by the Village on the east and south legs. This traffic signal has been warranted.

• This project does not include any wetlands.

• No historic districts will be impacted. CBBEL and IDOT discussed that 351 Oak Circle has been given a non-contributing designation regarding historical districts. IDOT stated this property was cleared through cultural clearance.

• Special waste clearance for ADA has been completed by IDOT.

• FHWA meetings are not required

• Alex Househ approved the location, scope, and termini, and the process will be state CE1 with no report (BLR 19100)

• Alex Househ clarified that along with the usual attachments on the Phase I submittal (CE1 w/ no report), approved Section 106 (Cultural Screening Check Sheet [IDOT Special Waste Clearance]), IDOT ADA plans shall be included as well.

• The letting for this project has not been determined at this time.

The meeting adjourned at 9:45 a.m.

Submitted by: Jeff E. Househ, ET (CBBEL)

Attachments:

• Attendance Roster
• Agenda
<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Hausch</td>
<td>LB BEC</td>
<td>847-823-0500</td>
</tr>
<tr>
<td>Josh Klingenstein</td>
<td>NWMC</td>
<td>847-296-9200</td>
</tr>
<tr>
<td>Brigitte Berger</td>
<td>Wilmette</td>
<td>847-853-7627</td>
</tr>
<tr>
<td>Lyle Fall</td>
<td></td>
<td>847 823 05-00</td>
</tr>
<tr>
<td>Dan Mares</td>
<td>Wilmette</td>
<td>847 853 7602</td>
</tr>
<tr>
<td>Ryan Kearney</td>
<td>Wilmette</td>
<td>847 853 7629</td>
</tr>
<tr>
<td>Alex Hausch</td>
<td>IDot</td>
<td>847 705-4410</td>
</tr>
</tbody>
</table>
EXISTING TYPICAL SECTION

PROPOSED TYPICAL SECTION

1. THE UNIT RATES SHOWN ARE FOR THE INSTALLATION OF:(1) HOT-MIX ASPHALT SURFACE COURSE (HMA) (2) CONCRETE (C30-35) (3) CURB AND GUTTER (4) CAST IN PLACE CURB AND GUTTER (5) SOADING, SALT FOLIATOR (6) PROPOSED PCC SUBGRADE 6 INCH REMOVAL AND REPLACEMENT

LEGEND
① EXISTING HOT-MIX ASPHALT SURFACE COURSE
② EXISTING CONCRETESidewalk, 4" thick
③ EXISTING CONCRETESidewalk, 5" thick
④ EXISTING HOT-MIX ASPHALT SURFACE REMOVAL, 5"
⑤ HOT-MIX ASPHALT SURFACE COURSE
⑥ LEVELING SINNER (WASHING METHOD, NYC-1.25"
⑦ PIPE 3" DIA, 10 INCH
⑧ COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT
⑨ SOADING, SALT FOLIATOR
⑩ EXISTING HOT-MIX ASPHALT PAVEMENT, 13/"
Trained Staff Cultural Resources Review for Categorical Exclusions

Project ( Undertaking) Information

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<td>Prepared by (name/agency/date):</td>
<td>William Raffensperger, PE, PTOE, PTP – CBLRS – 5/2/19</td>
</tr>
</tbody>
</table>

**IDOT Trained Staff** must review Categorical Exclusion projects utilizing this form to 1) determine if an Environmental Survey Request (ESR) must be submitted to the Bureau of Design and Environment (BDE) for Cultural Resources review by **IDOT Qualified Staff**, and 2) to comply with the Section 106 Programmatic Agreement (PA) executed March 6, 2018. If Trained Staff have questions, contact Cultural Resources Unit Qualified Staff.

**STEP ONE: Exempt Activities (PA Appendix A):** If the project is **limited** to the activities listed below, it has no potential to affect historic properties and **no ESR is required** for Cultural Resources.

<table>
<thead>
<tr>
<th>Exempt Activities – Check all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Activities which do not involve or lead directly to construction, such as planning and research activities; grants for training; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.</td>
</tr>
<tr>
<td>2. General highway maintenance and repair, including but not limited to filling potholes, pavement patching, crack sealing, joint grinding, milling and resurfacing with in-kind materials, shoulder reconstruction, curb and gutter replacement with in-kind materials, erosion control, ditch cleaning, storm sewer repair, and debris removal</td>
</tr>
<tr>
<td>3. Removal and replacement of existing sidewalks and ADA ramps with in-kind materials.</td>
</tr>
<tr>
<td>4. Repair or replacement of highway signs or other traffic control devices.</td>
</tr>
<tr>
<td>5. General pavement marking activities that include, but are not limited to, installation of raised pavement markers, rumble strips, striping, or installation of sensors in existing pavements.</td>
</tr>
<tr>
<td>6. Repair and replacement of appurtenances such as glare screens, median barriers, fencing, guardrails, safety barriers, crash attenuators, safety cable, or lighting.</td>
</tr>
<tr>
<td>7. Repair, rehabilitation, or removal of railroad grade crossings, separations or grade crossing protection.</td>
</tr>
<tr>
<td>8. Roadway surface treatments such as pavement repair, median repair, seal coating, and pavement grinding.</td>
</tr>
<tr>
<td>9. Improvements and repairs to Interstate Highway System including bridges, weigh and inspection stations, toll facilities, and rest areas.</td>
</tr>
<tr>
<td>10. Establishment, replacement, or removal of landscaping or other vegetation on the interstate.</td>
</tr>
<tr>
<td>11. Installation of interstate surveillance, changeable message signs, ramp metering equipment, appurtenances such as glare screens, median barriers, fencing, guardrails, safety barriers, crash attenuators, safety cable, or lighting.</td>
</tr>
</tbody>
</table>

☐ This project includes activities not listed above. Proceed to **STEP TWO.**

OR

☒ I hereby certify that the project is limited to the activities listed above; therefore, it does not require further obligation under Section 106, pursuant to 36 CFR 800.3(a).

[Signature of IDOT Trained Staff]  [Date]
Trained Staff Cultural Resources Review for Categorical Exclusions

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</tr>
</tbody>
</table>

**STEP TWO:** Activities with potential to affect historic properties: If the project does *not involve* any of the following criteria/activities then the project is unlikely to affect historic properties and *no ESR is required* for cultural resources.

<table>
<thead>
<tr>
<th>Will the project involve (check YES/NO):</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. new right-of-way</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. new temporary or permanent easement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. in-stream work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. a bridge or culvert 40 years or older if:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Built before 1945 (all bridge types)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. A stone, timber, covered (all types), arch (all types), truss (all types), lift/movable, suspension, cable stayed, or orthotropic bridge built since 1945, or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. any bridge included on IDOT’s ACHP post-1945 bridge excepted bridge list at <a href="https://www.environment.fhwa.dot.gov/env_topics/historic_pres/bridges_list.aspx">https://www.environment.fhwa.dot.gov/env_topics/historic_pres/bridges_list.aspx</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. standing structures visible from the project that are greater than 40 years old</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. previously undisturbed soil (includes land that has agricultural use)</td>
<td></td>
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</tr>
</tbody>
</table>

If any of the below activities (a-i) occur, then there is a potential for historic properties to be affected based on criteria 5 and 6.

| a. Addition of new thru lanes, turn lanes, auxiliary lanes, interchange ramps, shoulders, and parking in areas that are unpaved. |     |    |
| b. Construction of new roundabouts and traffic circles. |     |    |
| c. Construction of a new bike path or multi-use path where one does not exist. |     |    |
| d. Installation of new ADA Ramps or sidewalk where none exist. |     |    |
| e. Change in elevation of sidewalk for ADA compliance when adjacent to buildings. |     |    |
| f. Removal or paving over of brick or cobblestone streets. |     |    |
| g. Removal or reconstruction of brick or stone sidewalks, curbs, or retaining walls. |     |    |
| h. Removal of historic fencing or entrance columns. |     |    |
| i. Streetscape Improvement activities, including but not limited to curb bump-outs, decorative paving, planters, planting trees, and street lighting. |     |    |

☐ This project includes one or more activities checked YES above; therefore, an ESR must be submitted for cultural resources review by IDOT Qualified Staff.

OR

☐ I hereby certify that the project does *not involve* any of the criteria/activities listed above; therefore, it is unlikely to affect historic properties, and Section 106 is completed.

Signature of IDOT Trained Staff __________________________ Date ____________

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Village of Wilmette

Page 24.10
Village of Wilmette
Trained Staff Cultural Resources Review for Categorical Exclusions

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Comments:

1. Oak Circle is a NRHP historical district. See attached HARGIS map.

2. Project scope is to pavement patching, mill and resurface Wilmette Avenue, stripping, minor utility structure repairs, curb and sidewalk repairs. Materials will be removed and replaced in kind. All work to take place within existing ROW.

3. 16th Street north of Wilmette Avenue is a brick paved street. The LPA will be stopping at the existing butt joint. See attached picture.

4. Traffic signals are located at the Wilmette Avenue intersections with Ridge Road, Park Avenue and Green Bay Road. The traffic signals may be upgraded to provided ADA accommodations and install pedestrian heads with countdown timers.
The Special Waste Unit received your request to risk manage potentially contaminated soil for the above referenced project. Our review will be based on proposed construction improvements, estimated soils excavation quantities, recognized environmental conditions and surrounding land uses adjacent to the project, and Departmental policy.

The evaluation will provide appropriate construction soils management guidelines which are contained in Article 669.09 of the Standard Specifications for Road and Bridge Construction. For a Risk Managed Project, excavated soils must either be managed in accordance with Article 669.09(a)(1) or Article 669.09(a)(5) of the Standard Specifications.

An Environmental Survey Request (ESR) must be prepared by the Phase II Design Engineer and submitted to the Environmental Survey Unit (ESU) during Phase II for this project. The timing of the ESR must provide sufficient time to complete all stages of the environmental survey process and consider the PS&E and letting dates.

If you have any questions or comments, please contact Kristine Kutscher at 847-705-4633, Irma Romiti-Johnson at 847-705-4122 or Craig McCammack at 847-705-5184.

FA: cam

cc: District Programming (via email)
Jeff Househ

From: Househ, Alex <Alex.Househ@illinois.gov>
Sent: Thursday, May 02, 2019 3:23 PM
To: Lee Fell
Cc: Jeff Househ
Subject: FW: IDOT ADA N. Cook: Wilmette Ave and Ridge Road
Attachments: NewTrier12A-design_Wilmette-Ridge.zip

From: Mate, Amruta P.
Sent: Thursday, May 2, 2019 3:15 PM
To: Househ, Alex <Alex.Househ@illinois.gov>
Subject: FW: IDOT ADA N. Cook: Wilmette Ave and Ridge Road

Alex,

Please see attached CADD files for the ADA design.

Thanks,
Amruta

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.
END OF DOCUMENT
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract Amendment No. 01 for Contract No. 22050

For:

Elgin Pelican Street Sweeper

With:

Standard Equipment Company
625 S IL Route 83
Elmhurst, IL 60126

Note: This cover sheet is an integral part of the Contract Amendment, as are all of the following documents, and are a part of the Contract Amendment as executed between the Village of Wilmette and Standard Equipment Company. Do not detach any portion of this document. Invalidation could result.
1. This Contract Amendment is made by the Village of Wilmette ("Village") and Standard Equipment Company ("Dealer"), Parties to Contract No. 22050 – Elgin Pelican Street Sweeper ("Agreement" or "Contract").

2. For and in consideration of $25,000.00 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Dealer hereby agrees to accept the Village’s 2013 Elgin Pelican Street Sweeper Serial No. NP2701-D ("2013 Street Sweeper") as trade-in under the following terms and conditions:

   a. **Payment.** Payment to Dealer for the new Elgin Pelican Street Sweeper Serial No. NP42402 shall be net of the $25,000.00 trade-in amount specified herein. Dealer will invoice the Village for the net payment amount of $243,413.37 ($268,413.57 - $25,000.00).

   b. **2013 Street Sweeper Title and Risk of Loss.** Title to and risk of loss of the 2013 Street Sweeper shall pass to Dealer when the Dealer (or authorized subcontractor) begins removal of the 2013 Street Sweeper from the Village’s Public Works Yard, 711 Laramie Avenue, Wilmette, IL 60091 ("Public Works Yard").

   c. **2013 Street Sweeper Warranty.** The Village hereby specifically disclaims any warranty (oral or written) concerning: (i) the nature and condition of the 2013 Street Sweeper and the suitability thereof for any and all activities and uses that Dealer elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of the 2013 Street Sweeper; (iii) the compliance of the 2013 Street Sweeper or its operation with any laws, rules, ordinances or regulations of any government or other body; and (iv) any other matter whatsoever except as expressly set forth in this Contract Amendment.

   The trade-in of the 2013 Street Sweeper as provided for herein is made on a strictly "As Is" "Where Is" basis as of the date and time the Dealer takes possession of the 2013 Street Sweeper from the Village at the Village’s Public Works Yard, and the Village makes no warranty or representation expressed or implied or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the 2013 Street Sweeper.

3. This Contract Amendment No. 01 is incorporated into the Agreement and shall not be effective unless this Contract Amendment is also executed by the Parties.

4. Except as set forth in this Contract Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Contract Amendment and the Agreement or any earlier Contract Amendment, the terms of this Contract Amendment will prevail.

   *Remainder of Page Intentionally Left Blank*
5. This Contract Amendment shall be binding on the parties and effective only as of the date fully executed by both parties.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this ______ day of _________________, 2022

________________________________________________________________________
Michael N. Braiman, Village Manager

Attest: ____________________________________________
Cliff Ruemmler, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this ______ day of _________________, 2022

________________________________________________________________________
By _________________ Position/Title

Print Company Name
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 22016

For:

T-35 Outfitting

With:

Monroe Truck Equipment, Inc.
1051 W 7th Street
Monroe, WI 53566

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Monroe Truck Equipment, Inc. Do not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement (“Agreement” or “Contract”) is to obtain the necessary parts, equipment, materials, supplies and any other items necessary to complete the outfitting of the Village of Wilmette’s (“Village”) T-35 small dump truck (“T-35 Outfitting” or “Work”) per the Specifications in Attachment One (“Attachment One”) of this document. The Agreement is for the bid offered by Monroe Truck Equipment, Inc. (“Contractor”) to the Village.

2. This Addendum is made pursuant to the bid dated February 8, 2022, attached as Attachment One. Together this Addendum and Attachment One shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into Attachment One and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed $34,806.00, including expenses.

5. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village’s Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village’s Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village’s Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

6. Tax Exempt. The Village is a tax-exempt municipality. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Contractor shall not charge the Village any tax incurred by the Contractor for these services.

7. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One.

8. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

9. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.

10. Quality of the Work. Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.
11. **Inspection.** The Village shall have the right to inspect, or to have inspected by its representative, any parts, material, component equipment, supplies, materials or any other item(s) required to complete the Work before acceptance. Any of said items not complying with the Contract are subject to rejection at no cost to the Village. Any items rejected shall be removed and replaced at the sole expense of the Contractor. Contractor will make every effort and means available to facilitate the inspection of the Work. Any portion of the Work which is deemed to be defective, must be rebuilt, replaced, and/or removed at Contractor’s own expense.

Contractor shall not be relieved of its obligations to complete the Work in accordance with the Contract either by the actions of the Village in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

The existence, exercise or non-exercise of the Village's rights to review, inspect, approve or control the quality or completeness of the Work shall not modify the extent of Contractor’s liability for damages to persons or property arising from Contractor’s performance of the Contract.

At the Village's option, with respect to any Work that the Village rejects or revokes acceptance of, Contractor shall refund or credit to the Village, or the Village may offset against amounts it owes to Contractor, the cost of such rejected Work. Contractor’s obligations under this Section are in addition to any other obligation or guarantee or warranty contained in the Contract and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

12. **Title and Risk of Loss.** Title to the Work shall pass to Village upon completion of the Work and acceptance by the Village. Contractor shall bear all risk of loss until title passes.

13. **Warranties.** Contractor agrees to provide warranty coverage per Attachment One and to cooperate with Village in the event Village makes any warranty claim.

14. **Timing of Work.** No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village.

15. **Limitation of Remedy.** Village’s liability to Contractor for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

16. **Relationship of the Parties.** The Contractor shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

17. **No Collusion.** The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village’s option, be null and void.
18. **Licensure and Compliance with Laws.** Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

19. **Amendment.** No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.

20. **Assignment.** The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

21. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier:

   **Contractor**
   Monroe Truck Equipment, Inc.
   1051 W 7th Street
   Monroe, WI 53566

   **Village**
   Director
   Engineering & Public Works
   711 Laramie Avenue
   Wilmette, IL 60091

   with a copy to:
   Corporation Counsel
   Village of Wilmette
   1200 Wilmette Ave
   Wilmette, IL 60091

22. **Binding Effect.** The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

23. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under the Contract by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

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

25. **Contractor’s Insurance Requirements.** At the time of execution of the Agreement, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an “Additional Insured Endorsement” provided on standard Insurance Service Office (“ISO”) forms which shall be made a part hereof. Use of “manuscript” or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured’s on all required insurance policies.

   Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder.
by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000;

- b. Umbrella Coverage, $2,000,000 per occurrence;

- c. Business Auto Liability, $1,000,000 combined single limit for bodily injury and property damage;

- d. Workers Compensation – covering all liability of the Contractor arising under the Worker’s Compensation Act and Workmen’s Occupational Disease Act; Employers Liability $1,000,000.00 (the policy shall include a 'waiver of subrogation'); and,

- e. Goods in Transit against all risk of all property in transit, regardless of transporter, with coverage amounts equal to or greater than invoice cost plus freight; or if there is no invoice, current replacement cost.

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor’s policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor’s responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor’s insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor’s insurance and shall not contribute with it.

26. Performance and Payment Bonds. The Contractor will be required to furnish Performance and Payment Bonds for one hundred (100%) percent of the contract sum. Said Bonds shall be in a form acceptable to the Village and must be deposited with the Village at the time of execution of the Contract.

Surety companies executing bonds must appear on the Treasury Department’s most current list as published in Circular No. 570 and be authorized to transact business in the State of Illinois. Said bonds shall provide that they do not terminate upon completion of the Work. Said bonds shall provide that they do not terminate upon delivery, but shall be extended for a period of at least one (1) year after final acceptance. Failure to furnish the required bonds within the time specified may be cause for withdrawal of the award.
27. **Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys’ fees, which the Village may sustain as a result of personal injury claims by Contractor’s employees, except to the extent those claims arise as a result of the Village’s own negligence.

28. **General indemnification.** To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys’ fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

29. **Intellectual Property.** Contractor represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Contractor for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively “Intellectual Property”) created by or provided by Contractor, Contractor's employees or Contractor’s independent contractors for purposes of fulfilling the terms of this Agreement. Contractor will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Contractor represents and warrants that all Intellectual Property provided to the Village by Contractor will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third-party. Contractor agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney’s fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third-party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third-party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Contractor will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys’ fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The
Village shall have sole control of the defense and all related settlement negotiations at the Contractor’s expense. Contractor agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Contractor’s option, Contractor shall promptly either: (i) procure for the Village, at Contractor’s expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Contractor’s expense, so that the Intellectual Property become non-infringing.

Contractor shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

30. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Contractor in their completion or pursuit of the Contract.

31. Use of Village’s Name, Employee Name(s) or Image(s). The Contractor shall not use or permit the use of the Village’s name and/or logo, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

32. Non-exclusivity. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

33. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Contractor. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Contractor shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Contractor. The Contractor will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

34. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village’s execution or attempted execution, or because of any breach hereof.
35. **Change In Status.** The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Contractor immediately on written notice based on any such change in status.

36. **Subletting of Contract.** The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

Upon receipt of payments from the Village, Contractor shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor, reflecting the percentage actually retained from payments to the Contractor on account of such subcontractor's work. Contractor shall require in any contract with subcontractors that each Subcontractor make payments to their subcontractors, vendors and suppliers in similar manner.

In no case shall the Village's consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.

37. **Illinois Freedom of Information Act.** Contractor agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) days after Village issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor’s failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing
38. **Conflict of Forms.** In the event of a conflict between the terms in this Contract, the Attachments to the Contract and/or any other terms accompanying any other documents submitted to the Village by Contractor, the terms of the Contract shall control.

39. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

40. **Effective Date.** The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of __________________, 2022

_____________________________________
Michael N. Braiman, Village Manager

Attest: ______________________________________
Cliff Ruemmler, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of __________________, 2022

_____________________________________
Signature                          ________________ Position/Title

_____________________________________
Print Name

_____________________________________
Print Company Name
REQUEST FOR BID NO. 22016
FOR
T-35 & T-42 OUTFITTING
https://www.wilmette.com/purchasing/bids-rfps/

Last Date/Time for Questions 02/03/2022 2:00 pm local time
Last Addendum Issued 02/08/2022 2:00 pm local time
Bids Due and Opened on DemandStar.com 02/10/2022 2:00 pm local time

Submit Questions To: purchase@wilmette.com
Submit Bids At: www.DemandStar.com

Note: This cover sheet is an integral part of the bid documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and any successful Bidder.

Monroe Truck Equipment

Bidder Company Name (please print)
RFB No. 22016

INSTRUCTIONS TO BIDDERS ON COMPLETING FORMS
T-35 & T-42 OUTFITTING

The following Bid Forms must be filled out completely, executed by an authorized agent and included in the bid per the Submission of Bids instructions.

**BID SUBMISSION FORMS**, in this order

- [ ] Bid Cover Sheet
- [ ] Bidder Information Sheet
- [ ] Summary Bid Sheet
- [ ] Detailed Bid Sheet(s) T-35
- [ ] Detailed Bid Sheet(s) T-42
- [ ] Specifications
- [ ] Reference Form
- [ ] Bid Exceptions Sheet
- [ ] Bid Affirmation and Certification (signed)
- [ ] Certification of Compliance (signed)

**SUCCESSFUL Bidder ONLY**

The **successful** Bidder will be required to provide a performance bond and payment bond and execute the Contract included in Appendix One and Two to this RFB. These documents **SHOULD NOT** be completed at the time of bid submission.
Company Name: Monroe Truck Equipment

DBA: 

Address: 1051 W 7th St.

City, State, Zip: Monroe, WI 53566

Contact Name: Steve Szymczak

Phone Numbers: 312-257-7499

Email: SSZYMCZAK@MONROETRUCK.COM

Website: WWW.MONROETRUCK.COM

Federal Employer Identification # (FEIN): 39-1133073

IL Secretary of State File #: F 5401-747-2

IL Department of Employment Security #: 0757397

IL Department of Revenue Registration #: 1262-5851

IL Department of Professional Regulation #: N/A

Please include an explanation for any blank or “n/a” responses above.

Please indicate below how your company heard about this RFB. Select all that apply.

- [x] Email from the Village of Wilmette
- [ ] DemandStar.com
- [ ] Other, ________________________________

Village of Wilmette

Page 7

Village of Wilmette
SUMMARY BID SHEET
T-35 & T-42 OUTFITTING

Monroe Truck Equipment hereby agrees to furnish to the Village all necessary equipment, materials and labor to complete the Work as outlined below in accordance with the provisions, instructions and Specifications included herein for the prices as follows:

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Cost</th>
<th>Estimated Lead Time On Parts</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-35 Outfitting</td>
<td>$34,806.00</td>
<td>aprx 25 weeks</td>
</tr>
<tr>
<td>T-42 Outfitting</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Total Bid Amount</strong></td>
<td><strong>$34,806.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BID AMOUNT IN WORDS

[Blank Line]

Note: The T-35 & T-42 chassis have been received by the Village and are available for outfitting asap.
Quoted to:

WILMETTE, VILL OF (ATTN:)

1200 WILMETTE AVE

WILMETTE, IL 60091

Ph: 847-853-7601 / Fax: 847-853-7642

Chassis Information

<table>
<thead>
<tr>
<th>Year:</th>
<th>Make:</th>
<th>Model:</th>
<th>Chassis Color:</th>
<th>Cab Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>FORD</td>
<td>F-450</td>
<td></td>
<td>REGULAR</td>
</tr>
</tbody>
</table>

Single/Dual: DRW
CA: 84.0
CT: -1.0
Wheelbase: 169.0
Engine: GAS
F.O. Number #: Vin:

Notes: TRUCK MUST BE 84” CA

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

**Description**

**Amount**

<table>
<thead>
<tr>
<th>Description</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>8'1 STAINLESS STEEL DUMP BODY</td>
<td>24,089.00</td>
</tr>
<tr>
<td>1/4 INTEGRAL CABSHIELD</td>
<td></td>
</tr>
<tr>
<td>RIGID SIDE</td>
<td></td>
</tr>
<tr>
<td>DOUBLE PANEL QUICK DROP TAILGATE</td>
<td></td>
</tr>
<tr>
<td>MANUAL TAILGATE</td>
<td></td>
</tr>
<tr>
<td>FRONT HEIGHT 40”</td>
<td></td>
</tr>
<tr>
<td>SIDE HEIGHT 14”</td>
<td></td>
</tr>
<tr>
<td>TAILGATE HEIGHT 20”</td>
<td></td>
</tr>
<tr>
<td>7GA 201 STAINLESS STEEL</td>
<td></td>
</tr>
<tr>
<td>3/16” AR FLOOR</td>
<td></td>
</tr>
<tr>
<td>INSTALL FACTORY BACK UP CAMERA</td>
<td></td>
</tr>
<tr>
<td>RUBBER REAR FLAPS BEHIND AND IN FRONT OF REAR TIRES</td>
<td></td>
</tr>
<tr>
<td>RELOCATE FACTORY BACK UP ALARM</td>
<td></td>
</tr>
<tr>
<td>3 RUNG SLIDE OUT FOLD DOWN LADDER ON PASSENGER SIDE</td>
<td></td>
</tr>
<tr>
<td>STAINLESS STEEL SHOVEL HOLDER MOUNTED ON CABSHIELD</td>
<td></td>
</tr>
<tr>
<td>STAINLESS STEEL GRAB HANDLE</td>
<td></td>
</tr>
<tr>
<td>TOWING</td>
<td></td>
</tr>
<tr>
<td>2 1/2” TRAILER RECEIVER</td>
<td></td>
</tr>
<tr>
<td>7 WAY RV TRAILER RECEPTACLE</td>
<td></td>
</tr>
<tr>
<td>PINTLE HOOK BALL COMBO 2-5/16 CHROME BALL</td>
<td></td>
</tr>
<tr>
<td>MTE HYDRAULICS PACKAGE (MANUAL/HOIST ONLY)</td>
<td></td>
</tr>
<tr>
<td>SINGLE SECTION MANUAL VALVE ASSEMBLY</td>
<td></td>
</tr>
<tr>
<td>13 GALLON CAPACITY MILD STEEL HYDRAULIC RESERVOIR/ENCLOSURE WITH INTERNAL FILTER</td>
<td></td>
</tr>
<tr>
<td>FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4” MAGNETIC PLUG</td>
<td></td>
</tr>
<tr>
<td>FILTER CONDITION INDICATOR</td>
<td></td>
</tr>
<tr>
<td>WEATHER TIGHT COVER</td>
<td></td>
</tr>
<tr>
<td>HYDRAULIC RESERVOIR/ENCLOSURE WILL BE MOUNTED ON FRAME RAIL, POWDER-COATED BLACK</td>
<td></td>
</tr>
<tr>
<td>MISCELLANEOUS HOSES &amp; FITTINGS</td>
<td></td>
</tr>
<tr>
<td>SINGLE LEVER CONTROL WITH REMOTE CABLE VALVE ACTUATION</td>
<td></td>
</tr>
<tr>
<td>SUCTION STRAINER</td>
<td></td>
</tr>
<tr>
<td>BUYERS SSX24X82 TREADPLATE ALUMINUM 8-PACK TOOL BOX W/ STAINLESS STEEL T-HANDLES</td>
<td>3,425.00</td>
</tr>
<tr>
<td>LIGHTS</td>
<td></td>
</tr>
<tr>
<td>(2) WHELEN SG OVAL LED STROBE MOUNTED ON EACH REAR POST IN STAINLESS STEEL BOX</td>
<td></td>
</tr>
<tr>
<td>(2) WHELEN M2WA MOUNTED TO EACH FRONT FENDER OF TRUCK</td>
<td></td>
</tr>
<tr>
<td>(4) WHELEN M6A (2) MOUNTED TO FRONT GRILL (2) MOUNTED TO PINTLE PLATE</td>
<td></td>
</tr>
<tr>
<td>WHELEN G6C0ENZR CLEAR BACK UP LIGHT SURFACE MOUNTED TO PINTLE PLATE</td>
<td></td>
</tr>
<tr>
<td>WHELEN FREEDOM MINI LIGHT BAR F4MAAAAAAP SOLID MOUNT TO TOP OF CAB</td>
<td></td>
</tr>
<tr>
<td>FREEDOM LIGHT BAR TO HAVE F4MATL6 ALLEY LIGHTS AND TAKE DOWN LIGHTS</td>
<td></td>
</tr>
<tr>
<td>WHELEN TRAFFIC ADVISOR TANF65 MOUNTED TO TOP OF CAB SHIELD WITH STEEL GUARD INCLUDES CONTROLLER TACTLS</td>
<td></td>
</tr>
<tr>
<td>Quote Total:</td>
<td>34,806.00</td>
</tr>
</tbody>
</table>

***Due to current market conditions, pricing is subject to change at time of upfit.***
Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

<table>
<thead>
<tr>
<th>Re-Assign (Required for all pool units):</th>
<th>Fleet</th>
<th>Retail</th>
<th>Customer P.O. Number:</th>
<th>Dealer Code:</th>
<th>Sourcewell Member Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSO/MCO (ONLY check if legally required):</td>
<td>MCO</td>
<td>MSO</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Customer Signature: | Date of Acceptance:
SPECIFICATIONS
T-35 & T-42 OUTFITTING

Bidders may bid on the outfitting for one or both Village Trucks. There is no penalty for only bidding on the outfitting for one Village Truck.

The following Specifications and other provisions shall govern the performance of the proposed Work and will be made a part of the Contract.

**T-35 Small Dump Truck**
The Village is seeking bids to provide equipment for one medium duty dump truck ("T-35"). This vehicle is a 2022 Ford F450, 4x2 Reg Chassis, 169" WB, Transmission PTO provision and mid-ship fuel tank.

When delivered, the unit will be suitable for use for the Water/ Sewer Division of the Public Works Department. This truck must be equipped with a hydraulic dump system, a storage box, emergency lighting, first aid kit, fire extinguisher, two-way radio, and antenna.

**T-42 Box Truck**
The Village is seeking bids to provide equipment for one medium duty box truck ("T-42"). This vehicle is a 2022 Ford F450, 4x2 Reg Chassis, 169" WB.

When delivered, the unit will be suitable for use for the Water/ Sewer Division of the Public Works Department. This truck must be equipped with a cargo box with double doors on the back. The truck cab will be equipped with a first aid kit, fire extinguisher, two-way radio, and antenna. The truck will be equipped with emergency and task lighting.

**Village Provided Equipment**
The Village will provide the first aid kit, fire extinguisher, two-way radio, antenna and factory backup camera for each Village Truck. The Village’s Vehicle Maintenance Superintendent will determine the location to mount the provided equipment.

**Warranties & Guarantees**
The Bidder will provide the Village all warranties and guarantees normally offered or provided with this type of equipment. In addition, if the unit fails to operate within one (1) year after acceptance by the Village due to faulty labor, materials or equipment and not due to negligence on the part of Village personnel, the Bidder will make such repairs as necessary to return the unit to a proper operating condition, such repairs being at the expense of the Bidder. The entire unit and installation must be warranted by the Bidder for twelve (12) months after vehicle acceptance with no limit on miles, hours or cycles for one hundred percent (100%) of the parts and labor. This shall include towing, transport or road service. In addition, any other warranties normally furnished with this type of equipment will be provided.
RFB No. 22016
Builder’s List
A line setting ticket that includes all part numbers, quantity used, and manufacturer for all parts used in the outfitting of the Village Truck, including those items supplied by the Village, shall be supplied at time of delivery. No exceptions may be taken on this item.

General Conditions
1. The Village will deliver the Village Trucks to the outfitting location once all parts, equipment, materials and/or supplies are on hand at the Bidder’s outfitting location; periodically inspect the Village Trucks during the outfitting process; and shall inspect the completed Village Trucks at the same location. Bidder MUST NOT relocate the Village Trucks to a secondary location without first receiving written approval from the Village and providing the Village with “Goods In Transit” insurance.

2. An invoice (copy emailed to AP@wilmette.com) and a delivery ticket and/or packing slip must accompany the completed new vehicle at the time of pickup.

3. When a specific brand or manufacturer of equipment is listed in the detailed specification, written permission from the Village is required prior to substituting another brand or manufacturer.

4. Village must preapprove make, model and/or manufacturer of the Bidder’s proposed equipment for the: T-35 backpack style transverse storage box and lighting; and the lighting on T-42.

5. Village must preapprove the placement of the lighting on T-35 and the lighting and cargo area options on T-42 prior to installation.

6. All labor, parts or components not specifically mentioned in these specifications that are necessary to provide a complete operating unit shall be furnished by the Bidder.

7. All services or equipment being furnished must comply with all applicable federal, state and local laws and requirements. This includes applicable federal, state, and ICC regulations.

8. All materials, workmanship and labor required will meet or exceed standards normally found in industry. Equipment and materials being furnished shall be new and unused.

9. In cases where an item is identified by manufacturer’s name or model number, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an “equal” unless the proposed “equal” is listed on the BID EXCEPTION SHEET. References to trade names are intended to be descriptive and only to indicate to the respective Bidder’s units that will be satisfactory.

10. The equipment being furnished will be a new, standard product of the manufacturer currently in production. Component parts need not be products of the same manufacturer but must be of a reliable source to ensure maintenance support and a high level of quality. Component parts that do not meet these criteria must be indicated on the Bid Exception Sheet.
11. These Specifications are to be construed as a minimum. Should the manufacturer’s current published data or specifications exceed these, the current published data or specifications shall be acceptable and furnished. If the manufacturer's current published data or specifications do not meet the specifications but adequately fulfill the function, the Bidder should take an exception and indicate where the specification is not completely met on the Bid Exception Sheet.

12. The Village has provided the chassis specifications used to purchase the Village Trucks as a matter of convenience only. It is the Bidder’s responsibility to inspect the Village Trucks prior to ordering any parts, equipment, materials, supplies and/or any other item needed to complete the outfitting of the Village Trucks. Failure to inspect the Village Trucks shall not be cause to alter the original bid or to request additional compensation.
## T-35 Small Dump Truck Outfitting

<table>
<thead>
<tr>
<th>Ref</th>
<th>Item</th>
<th>Description / Comment(s)</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>Dump Body</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.01</td>
<td>Make / model of commercial product being offered</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.02</td>
<td>Approximate 3 cu yd capacity</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.03</td>
<td>Approximate 8' overall length</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.04</td>
<td>Double acting tailgate approximately 20&quot; high</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.05</td>
<td>Constructed of a minimum 7 gauge stainless steel with an AR450 floor</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.06</td>
<td>Lever to unlock tailgate on front left of bed</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.07</td>
<td>Tapered bulkhead</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.08</td>
<td>Western understructure (cross member less)</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.09</td>
<td>Entire chassis and dump body shall be rustproofed and undercoated</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.10</td>
<td>Double acting hoist, power up - power down single cylinder dual support scissor hoist, standard for body NTEA class 40, with a minimum lifting capacity of 11 tons.</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.11</td>
<td>Poly ladder and stainless steel grab handles left front corner</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.12</td>
<td>Stainless steel shovel holder mounted on passenger side of bulkhead 16&quot; from side, 36&quot; above floor</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.13</td>
<td>Continuous welds with no body filler or stitch welds</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.14</td>
<td>Bulkhead shall have no vision slats cut</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>1.15</td>
<td>Pivot pins shall be greaseable, or have greaseless composite teflon bearings, with removable hinge pins</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>2.00</td>
<td>Hydraulic system</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.01</td>
<td>Shall be driven by the transmission pto, high capacity, suitable for optimal operation of the dump body</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>2.02</td>
<td>Combination stainless steel tank reservoir / protective valve enclosure</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>2.03</td>
<td>Suction strainer</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>2.04</td>
<td>In-tank return line filter</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>2.05</td>
<td>Filter condition gauge</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>2.06</td>
<td>Fluid level gauge with thermometer</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>2.07</td>
<td>Dump operation controlled by morse type cable with lock position, not electric</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>2.08</td>
<td>Dump operation lever mounted in cab center position</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>3.00</td>
<td>A backpack style transverse storage box</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.01</td>
<td>Shall be mounted to the frame between the Cab and Dump body</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>3.02</td>
<td>Box shall be constructed of aluminum, either diamond tread or natural finish</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>3.03</td>
<td>Doors should have locks and be keyed alike</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>4.00</td>
<td>Wheels &amp; Hitches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.01</td>
<td>Splash guards in front of rear wheels</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>4.02</td>
<td>Rubber rear mudflaps</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>4.03</td>
<td>Pintle hitch mounting plate, constructed of 1/2&quot; thick steel, welded and reinforced to the rear chassis frame rail, with a combination style pintle hitch, 2-5/16&quot; ball, and a minimum rating of 8 tons, bolted to the plate providing a throat height of 25&quot; above ground level. Safety chain loops installed, one on each side of the pintle hitch</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>4.04</td>
<td>Rear trailer plug 7-pin round pollak model 18036 or equivalent</td>
<td></td>
<td>YES</td>
</tr>
</tbody>
</table>
T-35 Small Dump Truck Outfitting

<table>
<thead>
<tr>
<th>Ref</th>
<th>Item</th>
<th>Yes / No Description / Comment(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.00</td>
<td>Lighting</td>
<td></td>
</tr>
<tr>
<td>5.01</td>
<td>Install all required Department of Transportation (&quot;DOT&quot;) Lighting</td>
<td>YES</td>
</tr>
<tr>
<td>5.02</td>
<td>All DOT lighting shall be LED type</td>
<td>YES</td>
</tr>
<tr>
<td>5.03</td>
<td>Two alternating oval Amber LED lights, Peterson model 820SA-1 and 820SA-2 mounted in rubber grommets, installed in stainless steel housings, mounted on the sides of rear dump body corner posts. Attached with stainless steel fasteners and provisions for water drain holes in each box. Center boxes on sides of corner posts.</td>
<td>YES</td>
</tr>
<tr>
<td>5.04</td>
<td>Two Whelen Engineering Vertex Super LED amber lights model VTX609A mounted in OEM front corner parking light housings</td>
<td>YES</td>
</tr>
<tr>
<td>5.05</td>
<td>Two Whelen M2WA with M2FC flange mount, mounted on front fenders. Exact location to be determined by Vehicle Maintenance Superintendent</td>
<td>YES</td>
</tr>
<tr>
<td>5.06</td>
<td>Two Whelen M6A with M6FC flange mount, mounted on front grille area. Exact location to be determined by Vehicle Maintenance Superintendent.</td>
<td>YES</td>
</tr>
<tr>
<td>5.07</td>
<td>Two Whelen M6A with M6FC flange mount, mounted on rear plate area. Exact location to be determined by Vehicle Maintenance Superintendent.</td>
<td>YES</td>
</tr>
<tr>
<td>5.08</td>
<td>One Whelen 6SCOENZR Surface mount Clear LED light (Backup), to be mounted on rear plate area. Exact location to be determined by Vehicle Maintenance Superintendent.</td>
<td>YES</td>
</tr>
<tr>
<td>5.09</td>
<td>One Whelen Mini Freedom IV light bar F4MAAAP with F4MTATL6 take down and alley lights to be mounted on the center of the cab roof</td>
<td>YES</td>
</tr>
<tr>
<td>5.10</td>
<td>One Whelen Traffic Advisor TANF65 with TACTL5 control head. Mounted on top shield, facing rear of vehicle. Provide guard to protect light and if necessary, elevate to make light clearly visible from rear of truck. Control head to be mounted in cab, exact location to be determined by Vehicle Maintenance Superintendent.</td>
<td>YES</td>
</tr>
<tr>
<td>6.00</td>
<td>OEM upfitter switch panel (left to right)</td>
<td></td>
</tr>
<tr>
<td>6.01</td>
<td>Switch 1 labeled “Warning Lights”</td>
<td>YES</td>
</tr>
<tr>
<td>6.02</td>
<td>Switch 2 labeled “PTO”</td>
<td>YES</td>
</tr>
<tr>
<td>6.03</td>
<td>Switch 3 labeled “Left Alley”</td>
<td>YES</td>
</tr>
<tr>
<td>6.04</td>
<td>Switch 4 labeled “Take Down”</td>
<td>YES</td>
</tr>
<tr>
<td>6.05</td>
<td>Switch 5 labeled “Right Alley”</td>
<td>YES</td>
</tr>
<tr>
<td>7.00</td>
<td>Manuals</td>
<td></td>
</tr>
<tr>
<td>7.01</td>
<td>One complete set of service and parts manuals.</td>
<td>YES</td>
</tr>
</tbody>
</table>

LEGEND
- Yes Meets specification
- No Does not meet specification
- NAV Not available
- NAP Not applicable

Village to approve make, model and/or manufacturer before equipment is ordered by Bidder.
Village to approve placement of lighting before installation.
Currie Motors Frankfort
SPC Contract Winner

2022 FORD F-450
XL 4x2 CHASSIS CAB

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

7.3L 2 Valve Gasoline SOHC V-8
10-Speed Automatic w/ Selectable Drive Modes 4-Wheel Disc Brakes
Front Black Painted Bumper Solar Tint Glass
Front Splash Guards
3-Blink Lane Change Signal Front Tow Hooks
19.5” Argent Steel Wheels
4 - LT225/70Rx19.5GBSW Tires
240 Amp Heavy Duty Alternator
Oil minder System
Mono-Beam Front Axle w. coil spring suspension

H.D. Gas Shock Absorbers
Front/Rear Stabilizers
Air Conditioner – Manual Dome Lamp
AM/FM/Clock MP3-
SYNC Ford Pass Connect
4G Wi-Fi Modem Ford Telematics Prep
Manual Door Locks & Windows
Intermittent Windshield Wiper
Advance Trac with Roll Stability Control
Driver and Passenger Front & Side Airbag/Curtain
Passenger Side Deactivation Switch
Free delivery within 50 miles of dealership

Contract #181
Options - Body Style

- Super Cab 60" Cab to Axle
- Crew Cab 60" Cab to Axle
- 84" Cab to Axle (Regular) Super/Crew Cab

Options - Engine, Transmission, Powertrain

- 99N 7.3L 2V V-8
- 99T 6.7L OHV Power Stroke Diesel Includes PTO Provision
- 4x4 with Electronic Shift on the Fly
- Limited Slip Axle
- 62R PTO Provision with 7.3L engine
- 98G Gaseous Prep – 7.3L V-8 (Does not include Conversion)
- 98R Operator Command Regeneration (requires Diesel Motor)
- 41H Engine Block Heater
- Engine Idle Shut Down Duration: Spec. Minutes
- 67B Dual Extra Duty Alternators (requires Diesel Motor)
- 86M Dual Batteries (78amp) req. 7.3L
- 65M 28.5 Gallon Mid Ship Tank
- 65C Dual Tanks (Requires Diesel Motor)
- Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor
- Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep

Options - Wheels/Tires

- TGJ LT225/70Rx19.5G BSW A/S
- TGM LT225/70Rx19.5G BSW Traction
- TGK LT225/70Rx19.5G BSW Max Traction (4X4 only)
- 512 Spare Tire and Wheel
- 945 Stainless Steel Wheel Covers

Options - Functional

- 63C AFT-Axle Frame Extension (Regular Cab Only)
- 41P Skid Plates (Super Cab / Crew Cab Only)
- 61J Jack – 6 Ton
- 43B Rear Defroster (Requires privacy glass and requires 90L)
- 924 Privacy Glass (Requires 90L and Rear Defroster)

Options - Groups/Packages

- 96V XL Value Package
  - Cruise Control
  - Chrome Front Bumper

Contract #181
## Power Equipment Group
- Heated power mirrors with integrated clearance lamps/turn signals/Convex
- Perimeter Alarm
- Accessory Delay
- Power Windows/locks/Tailgate Lock
- Remote Keyless
- Upgraded door trim

### Snow Plow Prep Package - Requires 4x4
- Upgraded Front Springs
- Extra Heavy-Duty Alternator

### Heavy Service Front Suspension – Heavy Service Front Springs

### Options – Interior
- □ 43C 110V/400W Outlet
- □ 41A Rapid Heat Supplemental Cab Heater (requires Diesel Motor)
- □ 18A Up fitter Interface Module
- □ 535 Trailer Tow - High Capacity - Requires 6.7L Power Stroke Diesel (99T) 4.30 Limited Slip Axle
  - Includes: Trailer wiring kit Increased GCW to 35000lbs.
  - Upgraded Rear-axle (Trailer brake controller not included)
- □ 63A Utility Lighting System (Requires Power Equipment Group)
- □ 18B Platform Running Boards

### Options – Other
- □ 872 Rearview Camera Prep Kit
- □ 76S Remote Start (Requires Power Equipment Group)
- □ 52B Trailer Brake Controller

### Options – Fleet
- □ 17F XL Décor Group (Chrome Front Bumper)
- □ 525 Cruise Control
- □ 942 Daytime Running Lights
- □ Customizable Speed Limit (65 mph) (75 mph)
- □ 60C Lane Departure Warning
- □ 94P Pre-Collision Assist with Automatic Emergency Braking

Contract #181
<table>
<thead>
<tr>
<th>Options – Accessories</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ 91S  LED Warning Strobes (Requires CHMSL / 59H)</td>
</tr>
<tr>
<td>☐ 76C  Back Up Alarm</td>
</tr>
<tr>
<td>☐ 595  Fog Lamps-req. 17F Chrome Front Bumper</td>
</tr>
<tr>
<td>☐ 4C2  -Corner Strobes</td>
</tr>
<tr>
<td>☐ 9&quot; Electric Hydraulic Dump Body – Black Finish W/Dual Acting Hoist (Requires Hitch plate)</td>
</tr>
<tr>
<td>☐ Hitch Plate with Receiver and Plug</td>
</tr>
<tr>
<td>☐ 9&quot; Steel Service Body – White Finish (Requires Hitch Plate )</td>
</tr>
<tr>
<td>☐ 8’6” Western Snow Plow-includes Hand Held Controller</td>
</tr>
<tr>
<td>☐ 8’6” Boss Snow Plow</td>
</tr>
<tr>
<td>☐ 9’ Western Snow Plow-includes Hand Held Controller</td>
</tr>
<tr>
<td>☐ 9’ Boss Snow Plow</td>
</tr>
<tr>
<td>☐ 10’ Western Snow Plow-includes Hand Held Controller</td>
</tr>
<tr>
<td>☐ 10’ Boss Snow Plow</td>
</tr>
<tr>
<td>☐ Snow Deflector (Requires Plow )</td>
</tr>
<tr>
<td>☐ Rust proofing does not include sound shield</td>
</tr>
<tr>
<td>☐ Detailed CD Rom Shop Manual</td>
</tr>
<tr>
<td>☐ Delivery More than 50 Miles</td>
</tr>
<tr>
<td>☐ License &amp; Title – M Plates (Shipped)</td>
</tr>
</tbody>
</table>

Contract #181
Exterior

- □ AT-Yellow
- □ BY-School Bus Yellow
- □ D1-Stone Gray
- □ E4-Vermillion
- □ GR-Green
- □ M7-Carbonized Gray
- □ HX-Anti Matter Blue
- □ MB-Orange-Order
- □ TB-Lithium Gray
- □ PQ-Race Red
- □ UM-Agate Black
- □ JS-Iconic Silver
- □ W6-Green Gem
- ☑ Z1-Oxford White

Interior

- ☑ Steel 40/20/40 Vinyl-No Center Storage
- □ Steel 40/20/40 Cloth-No Center Storage
- □ Steel 40/Console/40 Vinyl-No Armrest Included
- □ Steel 40/Console/40 Cloth- No Armrest Included
Each Bidder must supply at least three (3) names, addresses, telephone numbers and email addresses of persons representing municipalities; to contact as performance references.

Company Name .......... : CITY OF PARK RIDGE
Address ................... : 400 BUSSE HWY
City & State .............. : PARK RIDGE, IL
Telephone Number...... : 847-318-5200
Person to Contact ...... : JIM BRUNNER
E-Mail Address ........... : INFO@PARKRIDGE.IL.US

Company Name .......... : VILLAGE OF BARTLETT
Address ................... : 1150 BITTERSWEET DR
City & State .............. : BARTLETT, IL 60103
Telephone Number...... : 630-837-0811
Person to Contact ...... : MIKE WARMUS
E-Mail Address ........... : MWARMUS@BARTLETIL.GOV

Company Name .......... : VILLAGE OF PALATINE
Address ................... : 148 W ILLINOIS, AVE
City & State .............. : PALATINE, IL 60067
Telephone Number...... : 847-202-6976
Person to Contact ...... : MATT DUSCKETT
E-Mail Address ........... : MDUSCKETT@PALATINE.IL.US
BID EXCEPTION SHEET
T-35 & T-42 OUTFITTING

The successful Bidder's bid will be attached in its entirety in Attachment One to the Contract Document in Appendix Two of this RFB. The successful Bidder will be required to provide a performance bond and payment bond in Appendix One and execute the Contract Document in Appendix Two to this RFB.

Any and all exceptions to the Specifications, timing, description of Work, quantities, units of measure, materials, equipment, Affirmations, Certifications, Bond terms and conditions, Contract Document terms and conditions and/or any other part of this RFB MUST be clearly and completely indicated below.

EXCEPTIONS TAKEN: [X] NO [ ] YES (List below)

________________________________________
________________________________________
________________________________________
________________________________________
________________________________________
________________________________________
________________________________________
________________________________________
________________________________________
________________________________________

Attach additional pages if necessary.

Page 17
Village of Wilmette
IN SUBMITTING THIS BID, BIDDER AFFIRMS THAT IT:

1. Has carefully examined all of the documents included in this RFB, including Addenda Nos. 1 (3.01-3.04) if none, write "NONE") and accepts the terms and conditions therein unless otherwise noted on the Bid Exception Sheet.

2. Is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work.

3. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this bid is submitted as indicated in the RFB.

4. Will cooperate with the Village to supply all the necessary information to complete a background investigation of the principals of the Bidder and all employees who will perform the Work on behalf of the Bidder. The Village, at its sole discretion, may disqualify any bidder and may void any contract previously entered into with the bidder based upon its background investigation.

5. Understands that this Bid, in its entirety, is subject to the Illinois Freedom of Information Act and that no part of the bid will be considered confidential by the Village.

6. Bidder affirms that the prices quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, facilities, licenses, permits and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Specifications included herein.

7. Has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the RFB, if any, and the written resolution thereof by the Village is acceptable to Bidder. The RFB is generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

8. Understands that the Village has provided the “Detailed Bid Sheets” Excel file containing the Bid Sheets as a matter of convenience only and Bidder is using the Excel file at its own risk. Errors resulting from use of the Detailed Bid Sheets Excel file shall not be cause to alter the original bid or to request additional compensation.

9. Understands that the Village has provided the chassis specifications used to purchase the Village Trucks as a matter of convenience only. It is the Bidder’s responsibility to inspect the Village Trucks prior to ordering any parts, equipment, materials, supplies and/or any other item needed to complete the outfitting of the Village Trucks. Failure to inspect the Village Trucks shall not be cause to alter the original bid or to request additional compensation.
FURTHER, IN SUBMITTING THIS BID, BIDDER CERTIFIES THAT:

10. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

11. Unless otherwise required by law, the prices quoted in this bid have not knowingly been disclosed by Bidder, prior to opening, directly or indirectly to any other bidder or to any competitor;

12. This bid has not been made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

13. It has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; has not solicited or induced any person, firm or corporation to bid or refrain from bidding; and/or has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.

14. It is familiar with all conditions, instructions, and contract documents governing this bid, including the Bond and Contract terms attached in Appendix One and Two, and that any exceptions to the Bond(s) and/or Contract terms are included on the Bid Exception Sheet.

15. It understands that any contract entered into with the Village is non-exclusive and does not prevent the Village from employing similar contractors to perform the same or similar type work.

SIGNED AND SWORN THIS 8th DAY OF February, 2022

Entity Name: Monroe Truck Equipment

Entity Type: (circle one) Individual, d/b/a, Corporation, LLC, LLP, Joint Venture, Partnership, Other

Authorized Signature: [Signature]

Name / Title: (Print) Shawn Steinmann - Sales Manager - Municipal Division

Mailing Address: 1051 W. 7th Street

City/State/Zip: Monroe, WI 53566

Phone / Email: 608-329-8400 ssteinmann@monroetruck.com
CERTIFICATION OF COMPLIANCE

DESCRIPTION:  T-35 & T-42 Outfitting

Monroe Truck Equipment ______________, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: (initial all that apply)

PLEASE CHECK ALL APPLICABLE BOXES

[ ] BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

[ ] SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

[ ] PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

[ ] EQUAL PAY ACT: Bidders, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.

[ ] CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) “In addition to complying with the permit space requirements that apply to all employers, each Bidder who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Bidder personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the program that the Bidder will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.”

[ ] DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

1) Publishing a statement:
   a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee’s of Bidders workplace.
   b) Specifying the actions that will be taken against employees for violations of such prohibition.
   c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      i) Abide by the terms of the statement; and
      ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

2) Establishing a drug free awareness program to inform employees about:
   a) the dangers of drug abuse in the workplace;
   b) the grantee’s or Bidders policy of maintaining drug free workplace;
   c) any available drug counseling, rehabilitation, and employee assistance program; and
d) the penalties that may be imposed upon employees for drug violations.

3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.

7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

8) Failure to abide by this certification shall subject the Bidder to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.
EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Bidders non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Bidder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Bidder agrees as follows:

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

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Bidders obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Bidder in its efforts to comply with such Act and Rules, the Bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder 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.
ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof. (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

3) Deduction from compensation: No Bidder, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Bidder by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.

6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.

7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
PLEASE CHECK THE APPLICABLE BOX

☒ There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm’s ownership, management or staff will immediately notify the Village of Wilmette in writing.

☐ There is an affiliation or business relationship between you, your management or staff, your firm, or your firm’s ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest.

PLEASE CHECK THE APPLICABLE BOX

☒ We have a good safety record with OSHA.

☐ We have had an OSHA violation within the past 5 years. (Attach explanation)

Federal Employer Identification # (FEIN): 39-1133073
IL Secretary of State File #: F 5401-747-2
IL Department of Employment Security #: 0757397
IL Department of Revenue Registration #: 1262-5851
IL Department of Professional Regulation #: N/A
Other Applicable Registration / License #:

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: ______________________________________________________
(Signature)

By: Steve Szymczak, District Municipal Sales Manager
(Print Name and Title)
d/b/a_____________________________________________________
Business address: 1051 W 7th St. Monroe, WI 53566

Business Phone #: 312-257-7499
Cell Phone #: __________________
E-Mail Address: SSZYMCZAK@MONROETRUCK.COM
NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Bid (“RFB”) is modified as set forth in this Addendum. The original RFB documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFB. Bidder shall take this Addendum into consideration when preparing and submitting its bid.

1.0 - BID SUBMITTAL DEADLINE

The Bid submittal deadline remains the same and is not changed by this Addendum.

2.0 - RFB – CHANGES

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
<th>Description of Change</th>
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<tbody>
<tr>
<td>2.01</td>
<td></td>
<td>None at this time.</td>
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</table>

3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFB. To the extent that changes to the RFB are required based on the questions received, the RFB has been modified as noted in Section Two (2) of this Addendum.

<table>
<thead>
<tr>
<th>Item</th>
<th>Questions and Answers</th>
</tr>
</thead>
</table>
| 3.01 | Question: Will the city of Wilmette take a 9’ body for this bid This size is the most common on this cab to axle?  
Answer: No. The Village has requested the stated size due to the backpack style storage box. |
| 3.02 | Question: Section 5.02 to 5.10, do the lights have to be Whelen and Peterson?  
Answer: Yes, The Whelen and Peterson parts are the Village’s standard. If parts are expected to be unavailable for more than forty-five (45) days, please denote proposed brand/make/model no. in the Description field and indicate exception on the Bid Exception Sheet. |
| 3.03 | Question: Section 1.01 to 2.05-What make and model has the city looked at? Do they have one now that we can take pictures of?  
Answer: The Village is expecting the Bidder to provide their recommendation regarding the above referenced specifications. |
3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFB. To the extent that changes to the RFB are required based on the questions received, the RFB has been modified as noted in Section Two (2) of this Addendum.

<table>
<thead>
<tr>
<th>Item</th>
<th>Questions and Answers</th>
</tr>
</thead>
</table>
| 3.04 | Question: Section 4.00 to 4.10- do lights have to be Whelen?  
      | Answer: See item 3.02. |

4.0 - INFORMATION

The following item(s) are provided as a matter of information only to all respondents and do not modify or become part of the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>None at this time</td>
</tr>
</tbody>
</table>
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 22010

For:

GPS FLEET VEHICLE TRACKING SYSTEM

With:

Fleet Analytics, LLC
7630 Stratton Pointe
Suwanee, GA 30024

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Fleet Analytics, LLC. Do not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement ("Agreement" or "Contract") is to acquire and install the necessary hardware to enable the tracking of Village of Wilmette ("Village") vehicles and equipment via cellular signal; and obtain a subscription or license to the online PinPoint Fleet Manager Software-as-a-service cloud based services ("GPS Fleet Vehicle Tracking System" or "Work") using an international SIM chip in each tracking device that allows the tracking devices to communicate with multiple cellular carriers per the Specifications in Attachment One ("Attachment One") and Attachment Two ("Attachment Two") of this document. The Agreement is for the proposal offered by Fleet Analytics, LLC ("Contractor") to the Village.

2. This Addendum is made pursuant to the proposal dated January 13, 2022, attached as Attachment One. Together this Addendum, Attachment One and Attachment Two shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total first year one-time setup amount of the Contract shall not exceed $19,320.00, including expenses. The total recurring “Annual Tracking Costs” shall not exceed $9,000.00 per annum during the Initial Contract Term. The total compensation to the Contractor shall be based upon the actual number of units of hardware installed and activated at the per unit rates included in Attachment One.

   The Annual Tracking Costs also include, but is not limited to, annual support, maintenance, reports, exports, access & use via mobile app(s), enhancements to existing functionality and unlimited data storage.

5. Contract Term. The Initial Contract Term shall be five (5) years and begin when this Contract is fully executed and the tracking devices are installed and fully operational. The Initial Contract Termination Date shall be June 30, 2027. After the Initial Contract Term, Contractor may increase the recurring “Annual Tracking Costs” by up to five (5) percent the first year and by up to two (2) percent each year thereafter.

6. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village’s Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village’s Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

7. Tax Exempt. The Village is a tax-exempt municipality. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Contractor shall not charge the Village any tax incurred by the Contractor for these services.

8. Availability. Contractor shall use commercially reasonable efforts to provide access to the system twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond Contractor’s control.
9. **Data Security and Privacy.** Unless it receives Village’s express written consent, Contractor will not give any third-party access to Village Data (“Village Data”) obtained from Contractor’s performance under the Agreement, other than as required to accomplish the terms of this Agreement, as required by law, or as instructed by Village in writing. Contractor shall (i) institute and comply with industry-standard practices for systems security which are reasonably sufficient to protect Village Data from improper access, loss, alteration or destruction, and (ii) access Village’s computer systems if access is provided. Contractor shall maintain (a) a current detailed disaster recovery and business continuity plan and (b) written information security plan, which shall be provided to the Village prior to the execution of this Agreement; and Contractor shall review and update or otherwise modify as industry-standard practices require such plans not less than once a calendar year during the term of this Agreement. All updates or modifications to the aforementioned plans shall be provided to the Village within seven (7) days of Contractor’s adoption of a final revision, amendment or restatement of such plan. In compliance with applicable law, but in no less than a commercially reasonable time in accordance with the circumstances, Contractor shall promptly inform Village whenever it knows or reasonably believes a security breach has compromised, or is likely to compromise, Village Data and will cooperate with Village in investigating such breach, including making available all relevant records, logs, and files as reasonably requested by Village. In the event of any actual breach of Village Data security and unauthorized access to Village Data, Contractor shall: (i) immediately notify Village within twenty-four (24) hours of the identification of the breach of data security and (ii) provide a Contractor point of contact, available to Village by telephone, text or email, with a response time of not more than two (2) hours after delivery of the notice, until such time as the root cause of the data security breach is identified and the vulnerability fixed. All reasonable costs of providing notice to potentially affected persons pertaining to the breach shall be paid for by the party responsible for the vulnerability leading to the breach or otherwise at fault for the breach. The parties shall consult and mutually agree to the list of affected persons and content of any such notices to be delivered to such affected persons; provided, that, if the parties are unable to agree to the content of any notice within a reasonable time after the notice of breach, Village may determine, in its sole discretion, the list of persons to whom notice is to be sent and the content of such notices. The costs of any remediation and repair to the data security systems and procedures of Contractor shall be paid by the Contractor.

10. **Delivery of Village Data.** If the Village requests its Data within sixty (60) days of expiration or termination of this Contract, Contractor will provide the Village with access to the Village’s Data in a searchable .pdf and .csv format within a reasonable time frame not to exceed (30) days from the date of the request.

11. **Title and Risk of Loss.** Title to the tracking hardware and the materials and supplies used to install the tracking hardware shall pass to Village upon completion of the Work and acceptance by the Village. Contractor shall bear all risk of loss until title passes.

12. **Warranties.** Contractor agrees to provide warranty coverage per Attachment One and Attachment Two and to cooperate with Village in the event Village makes any warranty claim.

13. **Scope of Work.** The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One and Attachment Two.
14. **Coordination of Work.** Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

15. **Supervision of Work.** Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.

16. **Quality of the Work.** Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

17. **Inspection.** The Village shall have the right to inspect, or to have inspected by its representative, any material, component equipment, supplies or other specified items ("Items" or "Hardware") herein before acceptance. Any of said Items not complying with the Contract Documents are subject to rejection at no cost to the Village. Any Items rejected shall be removed from the Village and replaced at the sole expense of the Contractor. Contractor will make every effort and means available to facilitate the inspection of the Items. Any portion of the Items which are deemed to be defective, must be rebuilt, replaced, or removed at the Contractor’s own expense. Any omission to reject or condemn any portion of the Items at the time of arrival at the Village shall not be construed to mean acceptance of the Item(s).

18. **Timing of Work.** No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village’s purchasing manager.

19. **Limitation of Remedy.** Village’s liability to Contractor for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

20. **Relationship of the Parties.** The Contractor shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

21. **No Collusion.** The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village’s option, be null and void.
22. **Licensure and Compliance with Laws.** Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

23. **Amendment.** No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.

24. **Assignment.** The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

25. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Village</th>
<th>with a copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleet Analytics LLC</td>
<td>Director</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>7630 Stratton Pointe</td>
<td>Engineering &amp; Public Works</td>
<td>Village of Wilmette</td>
</tr>
<tr>
<td>Suwanee, GA 30024</td>
<td>711 Laramie Avenue</td>
<td>1200 Wilmette Ave</td>
</tr>
<tr>
<td></td>
<td>Wilmette, IL 60091</td>
<td>Wilmette, IL 60091</td>
</tr>
</tbody>
</table>

26. **Binding Effect.** The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

27. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under the Contract by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

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

29. **Contractor’s Insurance Requirements.** At the time of execution of the Agreement, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an “Additional Insured Endorsement” provided on standard Insurance Service Office (“ISO”) forms which shall be made a part hereof. Use of “manuscript” or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured’s on all required insurance policies.
Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

a. Commercial General Liability, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000;

b. Umbrella Coverage, $2,000,000 per occurrence;

c. Business Auto Liability, $1,000,000 combined single limit for bodily injury and property damage;

d. Workers Compensation – covering all liability of the Contractor arising under the Worker’s Compensation Act and Workmen’s Occupational Disease Act;; Employers Liability $1,000,000.00 (the policy shall include a 'waiver of subrogation'); and,

e. Technology Errors and Omissions – covering the liability for financial loss due to error, omission or negligence of Contractor; and Privacy and Network Security insurance ("Cyber") covering losses arising from a disclosure of personally identifiable and/or confidential information, with a combined aggregate amount of $3 million.

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor’s policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor’s responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor’s insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor’s insurance and shall not contribute with it.
30. **Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor’s employees, except to the extent those claims arise as a result of the Village's own negligence.

31. **General Indemnification.** To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys’ fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

32. **Data & Document Ownership.** The Village and Contractor expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Contractor in the performance of Contractor’s duties under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the Village and shall be provided to the Village by Contractor upon request of the Village, or the suspension or termination of this Agreement so long as the Village has paid all amounts due under the terms of this Agreement.

Notwithstanding the foregoing, upon request of the Village at any time, or the suspension or termination of this Agreement, Contractor shall promptly return to the Village all documents provided to Contractor by the Village during the performance of the Work.

33. **Deliverables.** Contractor shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.
34. **Intellectual Property.** Contractor represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Contractor for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively “Intellectual Property”) created by or provided by Contractor, Contractor’s employees or Contractor’s independent contractors for purposes of fulfilling the terms of this Agreement. Contractor will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Contractor represents and warrants that all Intellectual Property provided to the Village by Contractor will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third-party. Contractor agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney’s fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third-party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third-party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Contractor will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys’ fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Contractor’s expense. Contractor agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Contractor’s option, Contractor shall prompt either: (i) procure for the Village, at Contractor’s expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Contractor’s expense, so that the Intellectual Property become non-infringing.

Contractor shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

35. **Geographical Information.** All digital geographical information obtained, collected and/or used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Contractor in their completion or pursuit of the Contract.
36. Use of Village’s Name, Employee Name(s) or Image(s). The Contractor shall not use or permit the use of the Village’s name and/or logo, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

37. Non-exclusivity. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

38. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day’s written notice to the Contractor. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Contractor shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Contractor. The Contractor will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

39. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village’s execution or attempted execution, or because of any breach hereof.

40. Change In Status. The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Contractor immediately on written notice based on any such change in status.

41. Subletting of Contract. The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor’s suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.
Upon receipt of payments from the Village, Contractor shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor, reflecting the percentage actually retained from payments to the Contractor on account of such subcontractor's work. Contractor shall require in any contract with subcontractors that each Subcontractor make payments to their subcontractors, vendors and suppliers in similar manner.

In no case shall the Village's consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.

42. **Illinois Freedom of Information Act.** Contractor agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) days after Village issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

43. **Conflict of Forms.** In the event of a conflict between the terms in this Contract, the Attachments to the Contract and/or any other terms accompanying any other documents submitted to the Village by Contractor, the terms of the Contract shall control.

44. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

*Remainder of Page Intentionally Left Blank*
45. **Effective Date.** The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

**THE VILLAGE OF WILMETTE, ILLINOIS**

Accepted this _____ day of _________________, 2022

_____________________________________
Michael N. Braiman, Village Manager

Attest: _______________________________________
Cliff Ruemmler, Deputy Village Clerk

**FOR THE CORPORATION**

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of _________________, 2022

_____________________________________
Signature

_____________________________________
Position/Title

_____________________________________
Print Name

_____________________________________
Print Company Name
REQUEST FOR PROPOSAL NO. 22010
FOR
GPS FLEET VEHICLE TRACKING SYSTEM
https://www.wilmette.com/purchasing/proposals-rfps/

Last Date/Time for Questions 01/06/2022
2:00 pm local time

Last Addendum Issued 01/11/2022
2:00 pm local time

Proposals Due and Opened on
DemandStar.com 01/13/2022
2:00 pm local time

Submit Questions To:
purchase@wilmette.com

Submit Proposals At:
www.DemandStar.com

Note: This cover sheet is an integral part of the proposal documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and any successful Respondent.

Fleet Analytics, LLC

Respondent Company Name (please print)
INSTRUCTIONS TO RESPONDENTS ON COMPLETING FORMS
GPS FLEET VEHICLE TRACKING

The following Proposal Forms must be filled out completely executed by an authorized agent and sealed, if applicable, and included in the proposal per the Submission of Proposals instructions.

PROPOSAL SUBMISSION FORMS, in this order

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Proposal Cover Sheet</td>
</tr>
<tr>
<td></td>
<td>Respondent Information Sheet</td>
</tr>
<tr>
<td></td>
<td>Summary Proposal Price Sheet</td>
</tr>
<tr>
<td></td>
<td>Detailed Proposal Price Sheets</td>
</tr>
<tr>
<td></td>
<td>Scope of Services &amp; Specifications, all pages</td>
</tr>
<tr>
<td></td>
<td>Reference Form</td>
</tr>
<tr>
<td></td>
<td>Proposal Exceptions Sheet</td>
</tr>
<tr>
<td></td>
<td>Proposal Affirmation and Certification Pages (signed)</td>
</tr>
<tr>
<td></td>
<td>Certification of Compliance (signed)</td>
</tr>
<tr>
<td></td>
<td>Extended Maintenance, Hardware/Software License Contract(s) / EULAs, and/or Other Agreement(s)</td>
</tr>
<tr>
<td></td>
<td>Warranty Information</td>
</tr>
<tr>
<td></td>
<td>Descriptive Literature</td>
</tr>
<tr>
<td></td>
<td>All Other Marketing Material</td>
</tr>
</tbody>
</table>

SUCCESSFUL Respondent ONLY
The successful Respondent will be required to execute the Contract included in Appendix One to this RFP. These documents SHOULD NOT be completed at the time of proposal submission.
### Respondent Information Sheet

**GPS Fleet Vehicle Tracking**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Fleet Analytics, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBA:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>7630 Stratton Pt</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Suwanee, GA 30024</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Gary Page</td>
</tr>
<tr>
<td>Phone Numbers:</td>
<td>770-329-0847</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:gary@fleetanalytics.net">gary@fleetanalytics.net</a></td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.fleetanalytics.net">http://www.fleetanalytics.net</a></td>
</tr>
</tbody>
</table>

**Federal Employer Identification # (FEIN):** EIN - 46-0809530

**IL Secretary of State File #:** n/a

**IL Department of Employment Security #:** n/a

**IL Department of Revenue Registration #:** 4198-9058

**IL Department of Professional Regulation #:** n/a

Please include an explanation for any blank or “n/a” responses above.

Fleet Analytics is a Georgia based company and does not have a physical office in IL nor are they employees in IL. Fleet Analytics is registered with the IL Dept of Revenue.

Please indicate below how your company heard about this RFP. Select all that apply.

- [ ] Email from the Village of Wilmette
- [ ] DemandStar.com
- [x] Other, Periscope
Fleet Analytics, LLC hereby provides a firm, fixed price for fleet management and related technology solutions services in accordance with the Specifications stated herein as needed and requested through the term of the corresponding contract. The Initial Contract Term shall be for a period of at least three (3) years at the fixed prices noted below.

### One-time Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware Purchase Cost, from page 9.3</td>
<td>$9,660.00</td>
</tr>
<tr>
<td>Hardware Installation Cost, from page 9.3</td>
<td>$5,625.00</td>
</tr>
<tr>
<td>Account Setup Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Training</td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Implementation / Management</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other, attach separate page detailing costs</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal One-time Cost</strong></td>
<td>$19,320.00</td>
</tr>
</tbody>
</table>

### Annual Costs, initial contract term

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base System Monitoring Costs, from page 9.3</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>“Add On” System Monitoring Costs, from page 9.3</td>
<td>$0.00</td>
</tr>
<tr>
<td>Wireless Data Costs, from page 9.3</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>Customer Service / Support from page 9.3</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cloud Storage Costs, from page 9.3</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monthly Other Costs, from page 9.3</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other, , attach separate page detailing costs</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal Annual Cost</strong></td>
<td>$9,000.00</td>
</tr>
</tbody>
</table>

### Total One-time and Annual Cost

**Total One-time and Annual Cost** $28,320.00

### Total One-time and Annual Costs in Words

Twenty eight thousand three hundred twenty dollars and zero cents.

**Respondent Cellular Provider(s)**

AT&T, Verizon

**Estimated Lead-time from contract approval to installation in weeks.**

30 days ARO

Respondent shall identify any acquisition costs and/or monthly costs NOT specified above, include such costs on the “Other” line item and detail the costs on a separate sheet of paper.
| Service ID/Year | Make          | Model     | Description          | Engine Make | Engine Model | Ports / Inputs | Hardware Purchase Cost | Hardware Installation Cost | MONTHLY Base System Monitoring Costs | MONTHLY "Add On" System Monitoring Costs | MONTHLY Wireless Data Costs | MONTHLY Customer Service / Support | MONTHLY Cloud Storage | MONTHLY Other Costs | Cost To Turn Off / On Once per Year |
|----------------|---------------|-----------|----------------------|-------------|--------------|-----------------|-----------------------|----------------------------|-------------------------------------|-------------------------------------|-------------------------------|-------------------------|-------------------|--------------------------------|
| P-08 2015      | FORD          | Explorer  |                      | FORD        | 4.6L/8       | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| T-01 2008      | FORD          | F250      | 3/4 TON UTILITY BODY | FORD        | 5.7L/V8      | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| T-02 2009      | FORD          | F350      | PICKUP/4WD           | FORD        | 6.8L/10      | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| T-21 2009      | FORD          | F350      | PICKUP/4WD           | FORD        | 6.8L/10      | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| T-31 2017      | FORD          | F350      | SMALL DUMP 2WD       | FORD        | 6.8L/10      | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| T-32 2009      | FORD          | F350      | PICKUP/4WD           | FORD        | 6.8L/10      | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| T-34 2012      | FORD          | F350      | 1 TON DUMP 2WD       | FORD        | 0           | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| T-36 2005      | FORD          | F350      | 1 TON 1/4WD          | FORD        | 6.0L/V8      | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| T-38 2007      | FORD          | F450      | TON DUMP / 4WD       | FORD        | 6.0L/V8      | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| T-40 2019      | FORD          | TRANSIT HIGHROOF 350 | HIGH ROOF VAN | FORD    | 3.7L/TR     | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| P-19 2019      | JEEP          | WRANGLR   |                      | CHRY        | 4.0L/6       | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| T-31 2001      | CHEVY         | 3500      |                      | GM          | 0           | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| P-01 2007      | CHEVY         | TAHOE     |                      | GM          | 5.3V8       | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| P-02 2013      | FORD          | TAURUS    |                      | FORD        | 4.6L/V8      | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| P-06 2005      | FORD          | CRWN PI   |                      | FORD        | 4.6L/V8      | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
| P-06 2015      | FORD          | Explorer  |                      | FORD        | 4.6L/V8      | OBDII port / 0 input | $120.00              | $75.00                   | $4.00                              | $0.00                               | $6.00                          | $0.00                   | $0.00                          | $0.00                     |
## Detailed Proposal Price Sheets

### GPS Fleet Vehicle Tracking

<table>
<thead>
<tr>
<th>Service ID</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Description</th>
<th>Engine Make</th>
<th>Engine Model</th>
<th>Ports / Inputs</th>
<th>Hardware Purchase Cost</th>
<th>Hardware Installation Cost</th>
<th>MONTHLY Base System Monitoring Costs</th>
<th>MONTHLY &quot;Add On&quot; System Monitoring Costs</th>
<th>MONTHLY Wireless Data Costs</th>
<th>MONTHLY Customer Service / Support</th>
<th>MONTHLY Cloud Storage</th>
<th>MONTHLY Other Costs</th>
<th>Cost To Turn Off / On Once per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-28</td>
<td>2019</td>
<td>FORD</td>
<td>F150</td>
<td>1/2 TON / 4WD</td>
<td>FORD</td>
<td>3.3V6</td>
<td>OBDii port / 0 input</td>
<td>$120.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>T-29</td>
<td>2009</td>
<td>FORD</td>
<td>F350</td>
<td>PICKUP/4WD</td>
<td>FORD</td>
<td>6.8V10</td>
<td>OBDii port / 0 input</td>
<td>$120.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>P-03</td>
<td>2013</td>
<td>FORD</td>
<td>TAURUS</td>
<td></td>
<td>FORD</td>
<td>4.6V8</td>
<td>OBDii port / 0 input</td>
<td>$120.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>P-18</td>
<td>2011</td>
<td>FORD</td>
<td>CRWYN P</td>
<td></td>
<td>FORD</td>
<td>4.6V8</td>
<td>OBDii port / 0 input</td>
<td>$120.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>T-07</td>
<td>2019</td>
<td>FORD</td>
<td>F250</td>
<td>3/4 TON 4 WD</td>
<td>FORD</td>
<td>6.0V8</td>
<td>OBDii port / 0 input</td>
<td>$120.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>T-25</td>
<td>2004</td>
<td>GMC</td>
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## DETAILED PROPOSAL PRICE SHEETS

### GPS FLEET VEHICLE TRACKING

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<th>Model</th>
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<th>Ports / Inputs</th>
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<th>Hardware Installation Cost</th>
<th>MONTHLY Base System Monitoring Costs</th>
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<th>MONTHLY Wireless Data Costs</th>
<th>MONTHLY Customer Service / Support</th>
<th>MONTHLY Cloud Storage</th>
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## DETAILED PROPOSAL PRICE SHEETS

### GPS FLEET VEHICLE TRACKING

| Service ID | Year | Make | Model | Description | Engine Make | Engine Model | Ports / Inputs | Hardware Purchase Cost | Hardware Installation Cost | MONTHLY Base System Monitoring Costs | MONTHLY "Add On" System Monitoring Costs | MONTHLY Wireless Data Costs | MONTHLY Customer Service / Support | MONTHLY Cloud Storage | MONTHLY Other Costs | Cost To Turn Off / On Once per Year
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<td>$100.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>C-26</td>
<td>2011</td>
<td>TRKLS</td>
<td>MT6</td>
<td>SIDEWALK PLOW</td>
<td>CUMINS</td>
<td>QS84.5</td>
<td>port(6) locate only</td>
<td>$100.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
<td>$0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>C-18R</td>
<td>1998</td>
<td>BMBDR</td>
<td>SW48</td>
<td>SIDEWALK PLOW</td>
<td>PRKNS</td>
<td>4.236</td>
<td>port(6) locate only</td>
<td>$100.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
<td>$0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>C-01</td>
<td>2007</td>
<td>VOLVO</td>
<td>L90F</td>
<td>END LOADER</td>
<td>VOLVO</td>
<td>D6E</td>
<td>no diagnostic port locate only</td>
<td>$100.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
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<td>C-14</td>
<td>2020</td>
<td>JOHNDEERE</td>
<td>624L</td>
<td>END LOADER</td>
<td>JDEERE</td>
<td>6.8L</td>
<td>no diagnostic port locate only</td>
<td>$100.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
<td>$0.00</td>
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<tr>
<td>C-21</td>
<td>2012</td>
<td>VOLVO</td>
<td>L45GS</td>
<td>END LOADER</td>
<td>DEUTZ</td>
<td>D4H</td>
<td>no diagnostic port locate only</td>
<td>$100.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>C-13</td>
<td>2014</td>
<td>CASE</td>
<td>590SUPER</td>
<td>BACK HOE</td>
<td>CASE</td>
<td>F3C</td>
<td>no diagnostic port locate only</td>
<td>$100.00</td>
<td>$75.00</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$6.00</td>
<td>$0.00</td>
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<td></td>
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<td></td>
<td></td>
<td>$9,660.00</td>
<td>$5,625.00</td>
<td>$300.00</td>
<td>$0.00</td>
<td>$450.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### FOOT NOTES

1)“Plow”, “Suction Head” or “Broom” down reporting is expected to show when the vehicle’s plow, suction head and or broom is all the way down.

2)“Elbow” down reporting is expected to show when the vehicle’s plow is down.

3)The Village has a whisker switch installed under the plow arm on the large plow trucks. When the plow is down, this provides a twelve (12) volt positive signal to the current GPS hardware installed in each applicable vehicle or piece of equipment.

4)The Village uses the wire to the float solenoid to provide a (12) volt positive signal to the current GPS hardware installed in each applicable vehicle or piece of equipment.

5)A Force America 5100ex Spreader Controller is installed on this truck. It provides a twelve (12) volt positive signal while salt is being supplied. The signal wire is connected to the current GPS hardware installed in each applicable vehicle or piece of equipment. Spreader “utilization”, rates and/or materials used is not feature the Village is interested in at this time.

6)A Dickey John Spreader Controller is installed on this truck. It provides a twelve (12) volt positive signal while salt is being supplied. The signal wire is connected to the current GPS hardware installed in each applicable vehicle or piece of equipment. Spreader “utilization”, rates and/or materials used is not feature the Village is interested in at this time.

7)The Village has a whisker switch installed under the plow arm on the large plow trucks. When the plow is down, this provides a twelve (12) volt positive signal to the current GPS hardware installed in each applicable vehicle or piece of equipment.

8)A Dickey John Spreader Controller is installed on this truck. It provides a twelve (12) volt positive signal while salt is being supplied. The signal wire is connected to the current GPS hardware installed in each applicable vehicle or piece of equipment. Spreader “utilization”, rates and/or materials used is not feature the Village is interested in at this time.

9)Mark “NA” in each cell of this column when ability to turn unit off and on once a year is not available; and zero (0) if there is no cost for this feature. Do NOT leave this column blank.
SCOPE OF SERVICES & SPECIFICATIONS
GPS FLEET VEHICLE TRACKING

The Village is seeking Proposals from qualified Respondents for GPS Fleet Vehicle Tracking Systems to replace the Village’s current 3G based system. Respondent’s located outside of the United States are encouraged to apply as long as the Respondent can meet the Specification included herein. All amounts must be shown in US Dollars.

The Village currently has Verizon Connect’s Networkfleet hardware installed in approximately fifty-two (52) trucks and pieces of equipment. The hardware is a combination of 5200N3VD GPS, 5500N3VD GPS Diagnostics and 500N4VL GPS Diagnostics LTE.

Scope of Services

Hardware
Respondent must include all labor, material and equipment necessary to provide, install and service GPS Vehicle Tracking devices for the Village. Hardware must support at least 4G telecommunication. Installation of the equipment will take place at the Village’s Public Works Yard, 711 Laramie Avenue, Wilmette, IL  60091.

The equipment being offered shall be new and the most recent model available. Any optional components which are required to meet the Specifications shall be considered standard equipment for purposes of this proposal. Demonstrator models will not be accepted. Omission of any essential detail from these Specifications does not relieve the Respondent from furnishing a complete unit. The unit shall conform to all applicable local, county, state and federal safety requirements. All components, including but not limited to assists, wiring, accessory mounting, parts, connectors and adjustments are to be in accordance with current standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with, or exceeding, industry standards.

These Specifications may describe the various functions and types of work required to install the equipment purchased in conjunction with this RFP. Any technical omissions of functions or types of work within these specifications but obviously necessary for the proper completion of the Work shall not relieve the Respondent from furnishing, installing or performing such work where required to the satisfactory completion of the project. The Respondent shall include all costs associated with installation in its proposal price.

Installation
The Village requires the successful Respondent or the Respondent’s subcontractor to do the initial installation per the Specifications included herein. The Village is willing to consider installing “replacement units” if and/or when needed in the future.
Services
Respondent services must provide 24/7/365 tracking of Village vehicles and equipment for a fixed monthly service fee that covers the entire Village of Wilmette and all points within two hundred and fifty (250) miles of the Village center. Respondent will be required, at Respondents expense, to provide all necessary hardware, software and/or services to cover 100% of any tracking “dead spots” within the Village and within any collar community of the Village (i.e. Evanston, Glenview, Winnetka, Northfield, Northbrook).

The Village does not have a preference on which cellular provider to use as long as the cellular provider is able to meet or exceed the Specifications included herein. Respondent will be responsible for replacing the hardware in all Village vehicles and pieces of equipment with new equipment capable of providing continued service if the Respondent’s selected cellular provider is no longer able to provide the Services described above within five (5) years of the initial project implementation.

Descriptive Literature
Respondents shall include the manufacturer’s literature (“Descriptive Literature”) that describes the basic or standard equipment to be furnished. However, if literature depicts something in conflict with the Village’s Specifications, it is the Respondent’s responsibility to make that clear, in writing, in their Proposal to the Village.

Extended Maintenance, Hardware/Software License Contract(s) / EULAs, and/or Other Agreement(s)
If the Village will be required to sign an extended maintenance contract, software license agreement or any other type of agreement, Respondent shall include a copy of the complete agreement as a part of the Proposal and indicate as such on the Proposal Exception Sheet. Such agreement shall be subject to Village review, modification, and acceptance.
Specifications
The following Specifications and other provisions shall govern the provisioning, installation and service of the hardware, software and services described herein and will be made a part of the Contract.

Functionality

<table>
<thead>
<tr>
<th>Ref</th>
<th>Functionality</th>
<th>Response</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2 1 0</td>
<td></td>
</tr>
<tr>
<td>1.0</td>
<td><strong>GENERAL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.01</td>
<td>GPS system must cover the Village and an area at least up to 250 miles from the Village center.</td>
<td>2</td>
<td>Fleet Analytics provides coverage over the entire US</td>
</tr>
<tr>
<td>1.02</td>
<td>Provide real-time, accurate, position location information of vehicles within six (6) feet of the vehicles actual location 24/7/365.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>1.03</td>
<td>Ability to establish geo-fenced areas for arrival / departure by user and by vehicle.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>2.0</td>
<td><strong>REAL-TIME FUNCTIONALITY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.01</td>
<td>User defined vehicle identification on map.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>2.02</td>
<td>Store GPS location data every thirty (30) seconds at a minimum.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>2.03</td>
<td>Maps must refresh automatically at least at the same time interval location data is collected and stored.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>2.04</td>
<td>Ability to filter location map by multiple criteria such as, put not limited to, groupings of vehicles (i.e. snowplow machines); and working group(s) and/or department(s). List criteria in comments section.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>2.05</td>
<td>Ability to save and “reuse” filtered location maps by user.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>2.06</td>
<td>Ability to exclude vehicles that parked at a specific location such as the Public Works Yard from showing up on the map.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>3.0</td>
<td><strong>TRACK, REAL-TIME NOTIFICATION AND REPORT ON:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.01</td>
<td>Speed of vehicle and those in excess of ## miles per hour over the posted speed limit.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>Functionality</td>
<td>Response 2</td>
<td>Response 1</td>
<td>Response 0</td>
</tr>
<tr>
<td>---------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>3.02 Vehicle starts / stops.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.03 Engine idling.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.04 Snow plow up / down</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.05 Salt on / off</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.06 Sweeper engaged / disengaged.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.07 Crash alert from conditions such as, but not limited to, “hard breaking” and airbag deployment.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 4.0 HISTORICAL REPORTING / ARCHIVING OF DATA

<table>
<thead>
<tr>
<th>Functionality</th>
<th>Response 2</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01 Capability of retrieving and “replaying” historical mapping, travel paths, and activity by vehicle online for up to one (1) year.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>4.02 Ability to create, save and reuse user-defined detailed reports and data extracts.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>4.03 Ability to download or transfer the archived data</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>4.04 Vehicle utilization reporting.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
</tbody>
</table>

### 5.0 USERS

<table>
<thead>
<tr>
<th>Functionality</th>
<th>Response 2</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01 Supports user-configurable identification of vehicles, vehicle groups, landmarks, geofencing, etc.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>5.02 Security and access rights definable at the user and group level with multiple levels of user permissions and security.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>5.03 User defined alert thresholds (speed, idle time, leave / area alert) configurable by user, group, etc.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
<tr>
<td>5.04 Ability to “forward” alerts individually or in mass from one supervisor to another when the 1st supervisor is out of the office.</td>
<td>2</td>
<td>See Technical Proposal.</td>
</tr>
</tbody>
</table>
General Questions
This section asks general questions that are important to the Village but are not easily answered by a “2”, “1” or “0” response. Please provide answers as completely as possible:

1. What is the estimated lead-time to obtain, install and test the hardware using December 15, 2021 as the starting date? 30 days ARO

2. Can units be moved from one vehicle to another (i.e. replacement vehicle) and if so, at what cost? Yes, $75 per vehicle if Fleet Analytics replaces. $0.00 if the Village personnel replace.

3. Who will be doing the hardware installation and testing: a company employee, 3rd party certified contractor, Village, other? 3rd Party certified local contractor.

4. Which cellular and/or satellite provider(s) will be used for coverage within the Village and collar communities?

5. Which cellular and/or satellite provider(s) will be used for coverage outside of the Village and collar communities? Fleet Analytics can provide AT&T, Verizon or T-Mobile and will select the provider that works best in the area.

6. Describe the system and processes in place to protect the vehicle’s hardware from being hacked and/or tracked by an unauthorized party? GPS devices are installed in secure locations inside the vehicle dash.

7. Summarize the warranty on the hardware and installation. Fleet Analytics warrants the hardware and installation of the GPS devices against defects and failure for the duration of the contract. Fleet Analytics will replace a failed GPS device under normal operating conditions.

8. What is your company’s minimum and maximum contract term that you are willing to offer without a price increase? 5 years

9. What are your company’s typical terms and conditions for future price increase beyond the maximum contract term noted in question 8? Fleet Analytics will use standard US Government economic indicators to establish price increases.
Cloud-Based Technology
This section asks questions that are important to how the Village may implement offered solutions. The questions below are directed toward cloud solutions. Please provide answers as completely as possible:

1. Licensed Users
   a. Fully describe licensing terms and conditions and how licenses are structured (e.g. named user, concurrent users, etc.). Attach a copy of any required licensing agreements or EULAs. Please also describe your licensing model – e.g. perpetual, subscription based, named users, concurrent users, etc.
   b. What happens if the Village exceeds its number of users temporarily during the year?
   c. Are there different levels of users? I.e. administrators, users with read/write access, users with read access only.

2. Maintenance and Support
   a. How many dedicated customer support reps do you have?
   b. What is your customer support center’s hours of operation?
   c. Can customer support be reached directly by phone, email, on-line ticket submission?
   d. How do you handle updates and patches to the service application?
   e. What input will the Village have over when updates and patches are implemented?
   f. Please describe the frequency and schedule of maintenance windows that may interrupt services.
   g. Please describe your customer support and any Service Level Agreements tied to support levels.
   h. What are your:
      i. Average amount of scheduled downtime per year during the past two (2) years?
      ii. Average amount of unscheduled downtime per year during the past two (2) years?
      iii. Average time to resolve “user” issues?
      iv. Average time to resolve “system” issues?

3. Data Ownership
   a. Who has ownership over the data collected by your service?
   b. Who has access to data collected by your service?

4. Data Storage
   a. Is Village data segregated or integrated with other customer data?
   b. Is the data at rest solely in the U.S.? If not, where else?
   c. What is your data backup process and duration?
   d. What is the limit on the total amount of data to be backed-up and/or individual file size limits?
5. Data Security
   a. What steps are taken to encrypt data in transit and at rest?
   b. What steps do you take to protect that data?
   c. What steps do you take if a data breach occurs?
   d. Provide an overview of your data security policy that encompasses all data security.
   e. Does the system contain audit reports by username in order to track who has accessed a specific account and show what data may have been added, deleted or changed?

6. Development Process
   a. How many full-time developers do you have on staff?
   b. How often do you do a major release of the software?

7. Performance
   a. Please relay any published benchmarks for performance relating to the following list:
      i. Application response times (separate by module if appropriate),
      ii. Speed of individual transactions
      iii. Speed of bulk transactions
      iv. Speed of bulk imports and exports
      v. Data storage limits
      vi. Any other benchmark of significance

8. System Access
   a. Ability to view account information on-line.
   b. What browsers are compatible with the service by operating system (MSFT, Apple, iOS, Android, Other)?
   c. What steps do you take to certify new browser version compatibility?
   d. Are there any applications or components that need to be downloaded to use the service?
   e. What methods are available to provide:
      i. Single Sign-On (i.e. Active Directory integration)
      ii. Two-factor authentication?
   f. What methods are available to interface between the service and Village applications (Munis Payroll, APIs, Web services, FTP, etc.)?
   g. Please describe any development expertise you provide for interfacing components.

9. Mobile App
   a. Is the service accessible by mobile phone and/or tablet?
   b. Are all services available by mobile phone and/or tablet? If not, which services are NOT available?
   c. What operating systems (i.e. iOS, Android) are supported?
   d. What types of security features are available by mobile app (i.e. face recognition, biometrics)?
10. Disaster Recovery / Network Outages  
   a. Describe your disaster recovery plan?  
   b. Describe how you handle cellular network outages?

11. Entrance / Exit Strategy  
   a. What tools are available for the Village to retrieve its data if the Village chooses to move to another vendor?  
   b. What steps are taken, and what is the timing, to purge Village data once the Village account is terminated?

12. Other  
   a. Is the data exportable to ESRI ARCGIS?
REFERENCE FORM
GPS FLEET VEHICLE TRACKING

Each Respondent must supply at least three (3) names, addresses, telephone numbers and names of persons representing municipalities; to contact as performance references.

Company Name ........ : City of Crystal Lake, IL
Address ................ : 100 W. Woodstock St.
City & State .......... : Crystal Lake, IL 60014
Telephone Number.... : 815-356-3700 x4088
Person to Contact ...... : Don Christenson | Superintendent | Public Works
E-Mail Address.......... : dchristenson@crystallake.org

Company Name ........ : City of Alexandria, LA
Address ................ : PO Box 71
City & State .......... : Alexandria, LA 71309-0071
Telephone Number.... : (318) 449-5008
Person to Contact ...... : Michael P. Marcotte Director of Utilities
E-Mail Address.......... : Michael.Marcotte@cityofalex.com

Company Name ........ : Township of Mantua, NJ
Address ................ : 401 Main St.
City & State .......... : Mantua, NJ 08051
Telephone Number.... : 856-468-5175 ext. 301
Person to Contact ...... : Glenn Demers
E-Mail Address.......... : gdemers@mantuatownship.com
PROPOSAL EXCEPTION SHEET
GPS FLEET VEHICLE TRACKING

The successful Respondent’s proposal will be attached in its entirety in Attachment One to the Contract Document in Appendix One of this RFP. The successful Respondent will be required to execute the Contract Document in Appendix One to this RFP.

Any additional contracts, agreements and/or terms & conditions; and any and all exceptions to the Scope of Work, Specifications, timing, description of Work, quantities, units of measure, materials, equipment, Affirmations, Certifications, Contract Document terms and conditions and/or any other part of this RFP MUST be clearly and completely indicated below.

EXCEPTIONS TAKEN:  X  NO  YES  (List below)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Attach additional pages if necessary.

Page 19
Village of Wilmette
PROPOSAL AFFIRMATION AND CERTIFICATION
GPS FLEET VEHICLE TRACKING

IN SUBMITTING THE SUMMARY PROPOSAL SHEET, RESPONDENT AFFIRMS THAT IT:

1. Has carefully examined all of the documents included in this RFP, including Addenda Nos. 1 & 2 (if none, write "NONE") and accepts the terms and conditions therein.

2. Is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work.

3. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this proposal is submitted as indicated in the RFP.

4. Will cooperate with the appropriate Village personnel to supply all the necessary information to complete a background investigation of the principals of the Respondent and all employees who will perform the Work on behalf of the Respondent. The Village, at its sole discretion, may disqualify any Respondent and may void any contract previously entered into with the Respondent based upon its background investigation.

5. Understands that this Proposal, in its entirety, is subject to the Illinois Freedom of Information Act and that no part of the proposal will be considered confidential by the Village.

6. Understands that they will be responsible for replacing the hardware in all Village vehicles and pieces of equipment with new equipment capable of providing continued service if the Respondent’s selected cellular provider is no longer able to provide the Services described herein within five (5) years of the initial project implementation.

7. Understands that the Village has provided the “Detailed Proposal Price Sheets” Excel file containing the Detailed Proposal Price Sheets as a matter of convenience only and they are using it at their own risk. Errors resulting from use of the Detailed Proposal Price Sheets Excel file shall not be cause to alter the original proposal or to request additional compensation.

8. Respondent affirms that the prices quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with Specifications as described herein.

9. Has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Respondent has discovered in the RFP, if any, and the written resolution thereof by the Village is acceptable to Respondent. The RFP is generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
FURTHER, IN SUBMITTING THIS PROPOSAL / PROPOSAL RESPONDENT CERTIFIES THAT:

10. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent or with any competitor;

11. Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly been disclosed by Respondent, prior to opening, directly or indirectly to any other Respondent or to any(207,311),(220,316)(216,311),(227,316)(226,311),(236,316) competitor;

12. This proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,

13. Has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; has not solicited or induced any person, firm or corporation to propose or refrain from proposing; and has not sought by collusion to obtain for itself any advantage over any other Respondent or over the Village.

14. They are familiar with all conditions, instructions, and contract documents governing this proposal, including the Contract terms attached in Appendix One, and that any exceptions to the Contract terms OR requirement(s) to execute an Extended Maintenance, Hardware / Software License Contract(s) / EULAs, and/or Other Agreement(s) are included on the Proposal Exception Sheet.

Remainder of Page Intentionally Left Blank
15. They understand that any contract entered into with the Village is non-exclusive and does not prevent the Village from employing similar contractors to perform the same or similar type work.

SIGNED AND SWORN THIS 13th DAY OF January, 2022

Entity Name: Fleet Analytics, LLC

Entity Type: (circle one) Individual, d/b/a, Corporation, LLC LLP, Joint Venture, Partnership, Other

Authorized Signature: 

Name / Title: (Print) Gary Page - President/Owner

Mailing Address: 7630 Stratton Pt

City/State/Zip: Suwanee, GA 30024

Phone / Email: Phone: 770-329-0847 Email: gary@fleetanalytics.net
CERTIFICATION OF COMPLIANCE

DESCRIPTION: GPS Fleet Vehicle Tracking System

_________________________________, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: (initial all that apply)

PLEASE CHECK ALL APPLICABLE BOXES

GLP ☒ BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

GLP ☒ SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

GLP ☒ PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

GLP ☒ EQUAL PAY ACT: Respondents, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.

GLP ☒ CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) “In addition to complying with the permit space requirements that apply to all employers, each Respondent who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Respondent personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Respondent will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.”

GLP ☒ DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:
1) Publishing a statement:
   a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's workplace.
   b) Specifying the actions that will be taken against employees for violations of such prohibition.
   c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      i) Abide by the terms of the statement; and
      ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2) Establishing a drug free awareness program to inform employees about:
   a) the dangers of drug abuse in the workplace;
b) the grantee’s or Respondents policy of maintaining drug free workplace;
c) any available drug counseling, rehabilitation, and employee assistance program; and
d) the penalties that may be imposed upon employees for drug violations.

3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee
engaged in the performance of the contract or grant and to post the statement in a prominent place in the
workplace.

4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of
subsection (a) from an employee or otherwise receiving actual notice of such conviction.

5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation
program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

6) Assisting employees in selecting a course of action in the event drug counseling treatment and
rehabilitation is required, and indicating that a trained referral team is in place.

7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this
Section.

8) Failure to abide by this certification shall subject the Respondent to the penalties provided in Section 6 (30
ILCS 580/6) of the Act.

☒ NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of
the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals,
shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially
Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are
not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We
further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as
applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by
this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked
Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group,
entity, or nation named by the United States Treasury Department as a Specially Designated National and
Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive
Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not
engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly
on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities,
and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative,
engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses
(including reasonable attorneys’ fees and costs) arising from or related to any breach of the foregoing
representation and warrant.
E QUAL EMPLOYMENT OPPORTUNITY: In the event of the Respondent's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Respondent may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Respondent agrees as follows:

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

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Respondent's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Respondent in its efforts to comply with such Act and Rules, the Respondent will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Respondent will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Respondent 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.
1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof. (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

3) Deduction from compensation: No Respondent, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Respondent by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.

6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.

7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
**PLEASE CHECK THE APPLICABLE BOX**

☐ There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm’s ownership, management or staff will immediately notify the Village of Wilmette in writing.

☐ There is an affiliation or business relationship between you, your management or staff, your firm, or your firm’s ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your company, or your company’s ownership, management or staff, has an affiliation or a business relationship.

**PLEASE CHECK THE APPLICABLE BOX**

☐ We have a good safety record with OSHA.

☐ We have had an OSHA violation within the past 5 years. (Attach explanation)

---

Federal Employer Identification # (FEIN): 46-0809530
IL Secretary of State File #: n/a
IL Department of Employment Security #: n/a
IL Department of Revenue Registration #: 4198-9058
IL Department of Professional Regulation #: n/a
Other Applicable Registration / License #: n/a

---

**SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT**

By: ______________________________________________________
(Signature)
Gary Page - President/Owner

By: ______________________________________________________
(Print Name and Title)
d/b/a ____________________________________________________

Business address: 7630 Stratton Pt, Suwanee, GA 30024

Business Phone #: 770-329-0847

Cell Phone #: 770-329-0847

E-Mail Address: gary@fleetanalytics.net

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Village of Wilmette
Cloud-Based Technology

This section asks questions that are important to how the Village may implement offered solutions. The questions below are directed toward cloud solutions. Please provide answers as completely as possible:

1. Licensed Users
   a. Fully describe licensing terms and conditions and how licenses are structured (e.g. named user, concurrent users, etc.). Attach a copy of any required licensing agreements or EULAs. Please also describe your licensing model — e.g. perpetual, subscription based, named users, concurrent users, etc.
      Answer: Fleet Analytics provides End User License Agreement that describes the terms and conditions for the use of Fleet Analytics’ PinPoint Fleet Manager.
   b. What happens if the Village exceeds its number of users temporarily during the year?
      Answer: Fleet Analytics allows unlimited users on the PinPoint Fleet Manager platform.
   c. Are there different levels of users? I.e. administrators, users with read/write access, users with read access only.
      Answer: Yes, Fleet Analytics will initially setup one or more Admin Users. Admin Users will be able to create various User Roles and apply the User Roles to the defined users. A User Role will create a specific User Profile that defines and applies specific access to the PinPoint Fleet Manager platform.

2. Maintenance and Support
   a. How many dedicated customer support reps do you have?
      Answer: Fleet Analytics has a team of five (5) customer support reps.
   b. What is your customer support center’s hours of operation?
      Answer: Normal business hours – 7:00 am – 7:00 pm Eastern Time Zone.
   c. Can customer support be reached directly by phone, email, on-line ticket submission?
      Answer: Phone, email and submission of a ticket on our online ticketing system.
   d. How do you handle updates and patches to the service application?
      Answer: Updates and patches are usually performed between 2:00 am – 4:00 am and on weekends when possible.
   e. What input will the Village have over when updates and patches are implemented?
      Answer: Fleet Analytics work with the Village to minimize any operational impacts.
   f. Please describe the frequency and schedule of maintenance windows that may interrupt services.
      Answer: Updates and patches are usually performed between 2:00 am – 4:00 am and on weekends when possible.
   g. Please describe your customer support and any Service Level Agreements tied to support levels.
      Answer: Unless required, Fleet Analytics does not have an SLA in place. Our system availability exceeds 99.99%.
   h. What are your:
Cloud-Based Technology

i. Average amount of scheduled downtime per year during the past two (2) years?
   Answer: Our system availability exceeds 99.99%.

ii. Average amount of unscheduled downtime per year during the past two (2) years?
    Answer: Our system availability exceeds 99.99%.

iii. Average time to resolve “user” issues?
     Answer: 24 – 48 hours.

iv. Average time to resolve “system” issues?
    Answer: 1 – 5 days

3. Data Ownership
   a. Who has ownership over the data collected by your service?
      Answer: The Village owns the data.
   b. Who has access to data collected by your service?
      Answer: Only Fleet Analytics authorized personnel and the customer.

4. Data Storage
   a. Is Village data segregated or integrated with other customer data?
      Answer: Segregated
   b. Is the data at rest solely in the U.S.? If not, where else?
      Answer: All data is stored in the US.
   c. What is your data backup process and duration?
      Answer: Data backup is performed daily.
   d. What is the limit on the total amount of data to be backed-up and/or individual file size limits?
      Answer: Customer data is stored for the duration of the contract.

5. Data Security
   a. What steps are taken to encrypt data in transit and at rest?
      Answer: AES128 data encryption.
   b. What steps do you take to protect that data?
      Answer: Fleet Analytics uses a SOClI Compliant hosting facility.
   c. What steps do you take if a data breach occurs?
      Answer: Forensic audit of the breach to determine the extent. Change of logins and passwords
   d. Provide an overview of your data security policy that encompasses all data security.
      Answer: Fleet Analytics uses a SOClI Compliant hosting facility with AES128 encryption and SSL
      access to the PinPoint Fleet Manager platform.

   e. Does the system contain audit reports by username in order to track who has accessed specific
      account and show what data may have been added, deleted or changed?
Cloud-Based Technology

Answer: Yes, User Audit reports are available to the Admin Users.

6. Development Process
   a. How many full-time developers do you have on staff?
      Answer: Five (5) developers
   b. How often do you do a major release of the software?
      Answer: Generally, 2 – 4 times per year.

7. Performance
   Please relay any published benchmarks for performance relating to the following list:
   a. Application response times (separate by module if appropriate),
   b. Speed of individual transactions
   c. Speed of bulk transactions
   d. Speed of bulk imports and exports
   e. Data storage limits
   f. Any other benchmark of significance

      Answer: Fleet Analytics does not have any published or measured performance benchmarks as requested above. However, the PinPoint Fleet Manager platforms operates in near real time.

8. System Access
   a. Ability to view account information on-line.
      Answer: Not available at this time.
   b. What browsers are compatible with the service by operating system (MSFT, Apple, iOS, Android, Other)?
      Answer: Google Chrome, Microsoft Edge, Firefox, Safari
   c. What steps do you take to certify new browser version compatibility?
      Answer: Fleet Analytics maintains compatibility with are current and standard browsers.
   d. Are there any applications or components that need to be downloaded to use the service?
      Answer: No downloaded software is required.
   e. What methods are available to provide:
      i. Single Sign-On (i.e. Active Directory integration)
         Answer: SSO is available.
      ii. Two-factor authentication?
         Answer: Not available at this time.
   f. What methods are available to interface between the service and Village applications (Munis Payroll, APIs, Web services, FTP, etc.)?
      Answer: Fleet Analytics provides a custom API for external data exchange. Additionally, PinPoint Fleet Manager is compatible with AssetWorks, CitiWorks and is MultiSpeak Compliant.
   g. Please describe any development expertise you provide for interfacing components.
      Answer: Fleet Analytics has expertise in developing interfaces to external systems.

9. Mobile App
Cloud-Based Technology

a. Is the service accessible by mobile phone and/or tablet?
   Answer: Fleet Analytics provides PinPoint Fleet Mobile that is available for iOS and Android devices.

b. Are all services available by mobile phone and/or tablet? If not, which services are NOT available?
   Answer: Not all web based platform services are available on the mobile app such as reports and geozones.

c. What operating systems (i.e. iOS, Android) are supported?
   Answer: iOS and Android.

d. What types of security features are available by mobile app (i.e. face recognition, biometrics)?
   Answer: Username and password to log into the mobile app.

10. Disaster Recovery / Network Outages
    a. Describe your disaster recovery plan?
       Answer: Fleet Analytics PinPoint Fleet Manager is hosted in a SOCII compliant facility with daily backups on clustered servers with geographic diversity.
    b. Describe how you handle cellular network outages?
       Answer: The GPS devices will store and forward data in the event of a cellular outage or loss of cellular coverage.

11. Entrance / Exit Strategy
    a. What tools are available for importing data from a prior service provider?
       Answer: Fleet Analytics provides for the bulk upload of the prior service data via CSV file format.
    b. What tools are available for Village to retrieve its data if the Village chooses to move to another vendor?
       Answer: Data can be exported out of PinPoint Fleet Manager via Excel and CSV file format.
    c. What steps are taken, and what is the timing, to purge Village data once the Village account is terminated?
       Answer: When the contract is ended, Fleet Analytics will remove the Village account from PinPoint Fleet Manager and purge all Village data from our servers.

12. Other
    a. Is the data exportable to ESRI ARCGIS?
       Answer: Yes.
TECHNICAL PROPOSAL

Village of Wilmette

GPS FLEET VEHICLE TRACKING SYSTEM

Request for Proposals: 22010

Submitted to:

VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Submittal Deadline: November 18, 2021

Submitted by:

Fleet Analytics LLC
7630 Stratton Pt
Suwanee, GA  30024
POC: Gary Page – President/CEO
Telephone: (770) 329-0847
Email: gary@fleetanalytics.net
DUNS #078596878
CAGE Code: 6DZCS
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1. **Executive Summary**

Fleet Analytics LLC (hereafter referred to as “Fleet Analytics”) is pleased to submit our response to this Request for Proposal issued by the Village of Wilmette (hereinafter referred to as “Village”) for a GPS Tracking System.

Our team will provide a total quality integrated maintenance and support solution for the Village GPS-AVL needs. All services will be controlled by Fleet Analytics to ensure a seamless ordering and servicing solution. Our proposal will demonstrate the breadth of experience our team possesses in providing GPS-AVL systems for both government and commercial customers. Fleet Analytics will furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined and described in the RFP.

Fleet Analytics is proposing its PinPoint Fleet Manager real time telematics software platform. PinPoint Fleet Manager is a web-based system, residing in securely hosted cloud based servers having the capability to monitor real time data and accurate odometer readings, engine on/off, ground speed of the equipment, ambient and pavement temperatures for managing operations and report purposes. Plow up & down, spreader output, liquid deicer output, broom up/down and engine on/off for street sweepers. Idle time for compliance, customized reporting and update alerts, Geofence capability with alert notification for fleet movement, and route completion.

Fleet Analytics’ PinPoint Fleet Manager and GPS hardware meets and exceeds the Village’s requirements and expectations. Fleet Analytics has been delivering vehicle tracking solutions for Federal, State, Village and Municipal government organizations for the past eight (8) years. Fleet Analytics has successfully delivered GPS Tracking Solutions to a large number of past and current customers of similar or larger size. Some of our notable customers include the US Department of Agriculture Forestry Services, Terminix, Qwest, AT&T and Century Link.

Fleet Analytics will also provide our PinPoint Fleet Mobile Apps. PinPoint Fleet Mobile is available on both Android and iOS pad and smartphone devices.

We offer the Village a toll-free 24x7 Technical Support Hotline to support the Village’ fleet management program.

Our team will provide both onsite and Internet-based training, as required, to meet the Village’s needs. Upon implementation of our GPS tracking solution, training manuals and electronic tutorials will also be provided.
1.1 Milsoft/MultiSpeak
Fleet Analytics has integrated PinPoint Fleet Manager with Milsoft’s Outage Management System (OMS) and is MultiSpeak V4.0/4.1 compliant. Fleet Analytics has one (1) current customer Ownesboro Municipal Utilities (OMU) and one previous customer Bowling Green Municipal Utilities (BGMU) that utilizes Milsoft’s OMS software into which Fleet Analytics transmitted data AVL data.

1.2 Live Environment Vehicle Test
Fleet Analytics will participate in a Live Environment Test, if required. Fleet Analytics will deliver up to five (5) GPS tracking devices and provide logins to PinPoint Fleet Manager for up to four (4) Village employees for a minimum period of 30 calendar days in order to test and work in the proposed solution.

1.3 Insurance
Fleet Analytics is providing example COI’s from other customers with our bid as evidence of our ability to meet the insurance requirements. If awarded, Fleet Analytics will add the Village to our policies and send copies.

Gary Page, President of Fleet Analytics, will be the Project Manager and the Village’ Point of Contact with respect to all matters pertaining to a contract award.

Fleet Analytics LLC
7630 Stratton Pt
Suwanee, GA 30024
POC: Gary Page – President/CEO
Telephone: (770) 329-0847
Email: gary@fleetanalytics.net
## 2 General PinPoint Fleet Manager Specifications

The table below shows many of the General PinPoint Fleet Manager specifications:

<table>
<thead>
<tr>
<th>Requirement Description</th>
<th>Is Functionality Included in Price? (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.00.00 General Requirements</strong></td>
<td></td>
</tr>
<tr>
<td><strong>1.01.00 Cloud Management Tool Requirements</strong></td>
<td></td>
</tr>
<tr>
<td>1.01.01 Fully hosted cloud management tool</td>
<td>Yes</td>
</tr>
<tr>
<td>Response: PinPoint Fleet Manager is hosted in SOC II Compliant Cloud Hosting facility based in the US.</td>
<td></td>
</tr>
<tr>
<td>1.01.02 Web enabled application with no client application required (outside of standard browser plugins)</td>
<td>Yes</td>
</tr>
<tr>
<td>Response: PinPoint Fleet Manager is accessed via a standard web browser with no client software required to be installed.</td>
<td></td>
</tr>
<tr>
<td>1.01.03 Conforms with typical web browser application such as Edge, Chrome, Firefox, Safari etc.</td>
<td>Yes</td>
</tr>
<tr>
<td>Response: Internet Explorer is obsolete and is no longer supported. Microsoft Edge is the IE replacement is supported along with Chrome, Firefox, Safari etc.</td>
<td></td>
</tr>
<tr>
<td>1.01.04 End user system access 24/7 (24 hours 7 days a week) via any web browser connected to the Internet</td>
<td>Yes</td>
</tr>
<tr>
<td>Response: PinPoint Fleet Manager is available 24x7x265.</td>
<td></td>
</tr>
<tr>
<td>1.01.05 Minimum 90 day retrieval of historical data on demand</td>
<td>Yes</td>
</tr>
<tr>
<td>Response: Historical data available for retrieval on demand for the entire duration of the contract.</td>
<td></td>
</tr>
<tr>
<td>1.01.06 7 year archive of historical data</td>
<td>Yes</td>
</tr>
<tr>
<td>Response: Fleet Analytics will archive 7 years of historical data and make it available to the Village.</td>
<td></td>
</tr>
<tr>
<td>1.01.07 Identify vehicle by unique value such as number and/or description</td>
<td>Yes</td>
</tr>
<tr>
<td>Response: A vehicle can be named and/or label a vehicle with a unique value by the PinPoint Fleet Manager Admin User.</td>
<td></td>
</tr>
<tr>
<td>1.01.08 Track all vehicles simultaneously or individually as desired</td>
<td>Yes</td>
</tr>
<tr>
<td>Response: PinPoint Fleet Manager allows all vehicles to be tracked simultaneously or individually as desired</td>
<td></td>
</tr>
<tr>
<td>1.01.09 Map all vehicles simultaneously or individually as desired</td>
<td>Yes</td>
</tr>
<tr>
<td>Response: PinPoint Fleet Manager allows all vehicles to be mapped simultaneously or individually as desired</td>
<td></td>
</tr>
<tr>
<td>Requirement</td>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>1.01.10</td>
<td>Shows vehicle activity and fuel consumption data</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager shows vehicle activity and fuel consumption data.</td>
</tr>
<tr>
<td>1.01.11</td>
<td>Ability to create geofences</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides the capability to create Geofences.</td>
</tr>
<tr>
<td>1.01.12</td>
<td>System can update vehicle positions and status automatically without any input from users</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager automatically updates vehicles positions and status without input from users.</td>
</tr>
<tr>
<td>1.01.13</td>
<td>Provide a complete screen refresh within 15 seconds and generate reports within 5 minutes for an end-user using any internet capable device / web browser</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager refreshes map screens every 10 seconds. Reports are available immediately on user log in.</td>
</tr>
<tr>
<td>1.01.14</td>
<td>System shall allow viewing of a vehicle in motion leaving tracks or &quot;breadcrumbs&quot; as it travels showing all operations (GPS &amp; Telematic data) as they occur. Users shall be able to view this data for the entire fleet or select a specific vehicle(s).</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager shows tracks motion tracks or breadcrumbs. Users can view the tracks or breadcrumbs for the entire fleet or specific vehicles.</td>
</tr>
<tr>
<td>1.01.15</td>
<td>Has an intuitive navigation sequence (e.g. navigator bar and/or tabs for easy access to various functional screens). Tools shall include, but not limited to, Map navigation tools (zoom in/out, center, pan, etc.), Automatic Vehicle Location Tool, Breadcrumbs, Filter Tool, Historical Data, Reports, Geofencing</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides menu buttons for access to different functional screens such as Map View, Reports, History, Geozones, Landmarks, etc. The Map View screen provide a “Navigation Tree” providing easy navigation to a vehicle, vehicle group, ge ozone and drivers.</td>
</tr>
<tr>
<td>1.01.16</td>
<td>All vehicle telemetry data shall be displayed in &quot;mouse over&quot; drop down box</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides a “mouse over” display of vehicle information.</td>
</tr>
<tr>
<td>1.01.17</td>
<td>Ability to view all Village vehicles on the map at the same time during a historical playback</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides this capability.</td>
</tr>
<tr>
<td>Requirement</td>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>1.01.18</td>
<td>Allow modifications of the number of vehicles to be monitored, sensors to be monitored, and monitor characteristics.</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides this capability to the Admin User(s) of the system.</td>
</tr>
<tr>
<td>1.01.19</td>
<td>Conforms to industry best practices across all modules including consistent use of good keyboard shortcuts, keyboard form navigation, standardized form validation, and standardized use of lookup / search screens, dropdowns, and pop-ups, tooltip text icons, etc.</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager conforms to industry best practices.</td>
</tr>
<tr>
<td>1.01.20</td>
<td>Mobile App</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Mobile Apps</td>
</tr>
<tr>
<td>1.01.21</td>
<td>Mobile responsive to iPhone, iPad, and Android devices</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Mobile Apps are native apps that support both iOS and Android phones and tablets.</td>
</tr>
<tr>
<td>1.01.22</td>
<td>Data available to client applications in real time</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides real time data availability.</td>
</tr>
<tr>
<td>1.01.23</td>
<td>Ability to capture telematic data for pre/post check of vehicle</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager captures all telematics data and is available pre/post trip.</td>
</tr>
<tr>
<td>1.01.24</td>
<td>Ability to organize vehicles, employees and users to reflect different needs in the organization such as dispatching or providing customer service</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provide hierarchical vehicle grouping. A vehicle can be assigned to more than one group.</td>
</tr>
<tr>
<td>1.01.25</td>
<td>Supports user-configurable vehicle identification of up to a minimum of eight alphanumeric characters and be expandable to add additional fleet units and components for the next 10 years</td>
</tr>
<tr>
<td></td>
<td>Response: A vehicle can be named and/or label a vehicle with a unique value by the PinPoint Fleet Manager Admin User.</td>
</tr>
<tr>
<td>1.01.26</td>
<td>Allows for web based administration and delegation of authority with user-based permissions</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager Roles based management meets this requirement.</td>
</tr>
<tr>
<td>1.01.27</td>
<td>Allows remote configuration, management and update for the maintenance of GPS telematics</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides this capability to the Admin User(s) of the system.</td>
</tr>
<tr>
<td>Requirement</td>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>1.01.28</td>
<td>Service-Oriented Architecture (SOA) framework that allows for web service integration</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides a data feed capability allows data to be exported to an external system via a SOAP/Restful/XML format.</td>
</tr>
<tr>
<td>1.01.29</td>
<td>Tool operates with an open API</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides a data feed capability allows data to be exported to an external system via a SOAP/Restful/XML format.</td>
</tr>
<tr>
<td>1.01.30</td>
<td>Active Directory Integrated</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager is integrated with Shibboleth Single Sign On.</td>
</tr>
<tr>
<td>1.01.31</td>
<td>Ability to provide real-time location data to the Village’s GIS system</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides a data feed capability allows data to be exported to an external system via a SOAP/Restful/XML format. PinPoint Fleet Manager is also integrated with CitiWorks.</td>
</tr>
<tr>
<td>1.01.32</td>
<td>Ability to integrate with Faster Fleet and Asset Management System</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides a data feed capability allows data to be exported to an external system via a SOAP/Restful/XML format.</td>
</tr>
<tr>
<td>1.01.33</td>
<td>Ability to integrate with EJ Ward Fuel Management System</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides a data feed capability allows data to be exported to an external system via a SOAP/Restful/XML format.</td>
</tr>
<tr>
<td>1.01.34</td>
<td>Ability to pull reports for a single vehicle, a group of vehicles, or the whole fleet</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides the capability to run reports on a single vehicle, group of vehicles or the entire fleet.</td>
</tr>
<tr>
<td>1.01.35</td>
<td>Ability to report performance metrics rolled-up at different hierarchical levels and the ability to drill-down and across the hierarchy to investigate trends and anomalies</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides a Business Intelligence module that reports performance metrics.</td>
</tr>
<tr>
<td>1.01.36</td>
<td>Produce standard utilization report for all vehicles within a fleet, showing the engine hours, odometer, vehicle speed, the amount of fuel used, the run time, the idling time, maintenance notifications, scheduling</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides a Report generation section with numerous reports such as engine hours, odometer,</td>
</tr>
<tr>
<td>1.01.37</td>
<td>Identify vehicle by unique value such as number and description</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Response: A vehicle can be named and/or label a vehicle with a unique value by the PinPoint Fleet Manager Admin User.</td>
</tr>
<tr>
<td>1.01.38</td>
<td>Generate exception reports for parameters such as speed, idle time, zones, input used exceptions, data logging exceptions</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides an Alert/Notification section that allows various types of real time alerts to be configured such as speed, idle time, zones, input used exceptions, data logging exceptions, etc. The alerts can be configured to be emailed or sent as an SMS message to a phone.</td>
</tr>
<tr>
<td>1.01.39</td>
<td>All exceptions have the capability to be displayed in real-time on the application and be sent automatically to specified users via email, text (e.g. speeding, geofencing, etc.)</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides an Alert/Notification section that allows various types of real time alerts to be configured such as speed, idle time, zones, input used exceptions, data logging exceptions, etc. The alerts can be configured to be emailed or sent as an SMS message to a phone.</td>
</tr>
<tr>
<td>1.01.40</td>
<td>A report capable of displaying the division’s routes and showing over what portion of a route, or combination of routes, have been traveled or been swept over a selected time interval including stoppage times</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides a Report generation section with numerous reports such as engine hours, odometer, vehicle speed, the amount of fuel used, the run time, the idling time, maintenance notifications, scheduling, etc. When a report is run, the user can display the vehicle track on a map.</td>
</tr>
<tr>
<td>1.01.41</td>
<td>A report showing when equipment is active / inactive (e.g. a broom is on for street sweeping vehicles)</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides a Report generation section with numerous reports including PTO reports and device inputs reports for reporting of broom, sweeper, PTO, etc.</td>
</tr>
<tr>
<td>1.01.42</td>
<td>Real time reporting</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager acquires, stores and displays data in real time.</td>
</tr>
<tr>
<td>1.01.43</td>
<td>Ability to export reports generated to PDF or Microsoft Excel</td>
</tr>
<tr>
<td></td>
<td>Response: PinPoint Fleet Manager provides the capability to export reports in PDF and Excel format.</td>
</tr>
<tr>
<td>Requirement</td>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>1.01.44</td>
<td>Ability to provide playback of historical data on the map with a feature to fast forward, rewind, and pause. Playback history should include tracks or &quot;breadcrumbs&quot; depicting progress along the roadway. Telematic data should be made available during playback for any vehicle(s) selected.</td>
</tr>
<tr>
<td>Response</td>
<td>PinPoint Fleet Manager provides a History section with playback controls such as rewind, fast forward, pause. Historical display can be Line Draw or Breadcrumb display.</td>
</tr>
<tr>
<td>1.02.00</td>
<td><strong>Hardware Requirements</strong></td>
</tr>
<tr>
<td>1.02.01</td>
<td>Device has backup battery used for detection of loss of GPS or power</td>
</tr>
<tr>
<td>Response</td>
<td>All GPS devices provided have internal backup batteries.</td>
</tr>
<tr>
<td>1.02.02</td>
<td>Device is non-proprietary and its data output can be shared on multiple platforms (Faster Fleet and Asset Management and EJ Ward Fuel Management System) with published or vendor available communication protocols.</td>
</tr>
<tr>
<td>Response</td>
<td>All devices provided have published or available protocols that can be output to external systems.</td>
</tr>
<tr>
<td>1.02.03</td>
<td>The AVL Telematic system must be able to send alerts via SMS and email to selected contacts when tampering is detected.</td>
</tr>
<tr>
<td>Response</td>
<td>PinPoint Fleet Manager provides an Alert/Notification section that allows various types of real time alerts to be configured such as tamper, loss or power, etc. The alerts can be configured to be emailed or sent as an SMS message to a phone.</td>
</tr>
<tr>
<td>1.02.04</td>
<td>Units must be tamper resistant</td>
</tr>
<tr>
<td>Response</td>
<td>Fleet Analytics installs the GPS in a secure, tamper resistant manner in the vehicle typically hidden in the vehicle dash and inaccessible to the driver.</td>
</tr>
<tr>
<td>1.02.05</td>
<td>Hardware must have a 3-axis accelerometer to detect and indicate harsh acceleration and braking events in real time</td>
</tr>
<tr>
<td>Response</td>
<td>The GPS devices provided have 3-axis accelerometers and support harsh acceleration, braking, cornering and impact events.</td>
</tr>
<tr>
<td>1.02.06</td>
<td>Device has onboard capability of storing a minimum of one month's worth of data.</td>
</tr>
<tr>
<td>Response</td>
<td>The GPS devices provided can store location and telematics data in the event cellular connectivity is lost.</td>
</tr>
<tr>
<td>1.02.07</td>
<td>If communication is lost or interrupted, the collected data can be stored and transmitted immediately once communication has been re-established</td>
</tr>
<tr>
<td>Response</td>
<td>The GPS devices provided can store location data in the event cellular connectivity is lost. Once cellular connectivity is re-</td>
</tr>
</tbody>
</table>
established, the GPS device will automatically upload the stored data to PinPoint Fleet Manager.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
</table>
| 1.02.08     | Hardware must be able to report every 1 second while moving or stopped and every 15 degree change in GPS heading.  
Response: The GPS devices provided can report every one (1) second and every 15 degree change in direction when the vehicle is in motion. |
| 1.02.09     | Hardware uses true GPS signals for position  
Response: The GPS devices provided uses true satellite GPS coordinates for location. |
| 1.02.10     | Hardware operates at a minimum on the 4G LTE with data transmission via TCP/IP connections  
Response: The GPS devices provided are 4G/LTE devices with data connectivity via TCP/IP |
| 1.02.11     | Equipment/profile information easily transferred from one vehicle to another using the cloud management tool  
Response: PinPoint Fleet Manager provides this capability to the Admin User(s) of the system. |
| 1.02.12     | Device is remotely configurable over-the-air  
Response: The GPS devices provided is remotely configurable over-the-air. |
| 1.02.13     | Device is powered by the Vehicle’s electrical system  
Response: The GPS devices provided are connected to the vehicle electrical system. |
| 1.02.14     | Device is designed to withstand typical power surges that may occur within a vehicle’s electrical system  
Response: The GPS devices provided are able to withstand typical vehicle electrical and temperature environments. |
| 1.02.15     | Device can operate on 6 to 36 volts with no voltage regulator or converter added to the power line  
Response: The GPS devices provided can operate in voltage ranges of 6 to 36 volts with no additional equipment required. |
| 1.02.16     | Device can be installed using direct cabling with no 3rd party hardware inline between the AVL modem and the vehicle ECM port  
Response: The GPS devices provided are directly connected to the vehicle ECM port with no 3rd party equipment. |
| 1.02.17     | Device has the ability to connect to both J1939 and ODBII ports  
Response: The GPS devices provided are directly connected to the vehicle ECM port via OBD II or J1939 depending on the vehicle. |
<table>
<thead>
<tr>
<th>1.02.18</th>
<th>Device will not drain the vehicle’s battery when the vehicle is not in use</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Response: The GPS devices provided are programmed to go into a deep sleep when the vehicle is not in use to prevent battery drain.</td>
<td></td>
</tr>
</tbody>
</table>
3 Proposed Telematics Solution

Village requires a vendor who will provide GPS Vehicle Location Services that uses the global positioning system (GPS) to determine and track the precise location of trucks and vehicles. Fleet Analytics ensures the Village that all parts necessary to provide a complete system will be included, even if some parts are not specifically mentioned. We will provide the best quality materials and workmanship available in the industry.

PinPoint Fleet Manager is Fleet Analytics’ cloud-based application that is hosted in a secure, redundant server environment. PinPoint Fleet Manager requires no client applications, thin or otherwise, to be downloaded to a standard laptop or desktop computer. PinPoint Fleet Manager Mobile App is also available for Android and iOS Smartphones and tablets.
3.1 PinPoint Fleet Manager Features and Capabilities

The following show general features and capabilities of PinPoint Fleet Manager:

- Hard-wired units that do not require use of the vehicles onboard OBD II or J1939 ports
- Plug in units that plug into OBD II and J1939 to collect vehicle diagnostic data
- Battery powered devices to monitor non-powered trailers and equipment.
- Durable, low maintenance equipment
- Storage of data: minimum of seven (7) years with option for on premise archiving
- User account audit trails
- Update frequency - able to provide varied update frequencies – as frequently as 30 seconds
- Free unlimited historical data
- Free upgrades and enhancements
- Ability to add units to additional vehicles at same monthly rates
- Ability to track mileage, idle time, vehicle speed and number of starts and stops
- Ability to detect if any vehicle's engine is running
- Real-Time Alerts for Speeding and Harsh Driving
- Web access for tracking, reporting and viewing maps with vehicle locations
- Ability to view account information online
- Ability to schedule electronic reporting and delivery
- Printable built-in reports and individual vehicle reports
- Distribution lists created for automated reports
- Reports/Dashboard customized to show data by driver, vehicle or group
- Dashboard metrics shown in graphical format
- Reports automatically align by driver no matter how many vehicles they have driven for a given period of time
- Reports support multiple hierarchies simultaneously
- Ability to work with GIS System
- Cloud hosted
- Smartphone application (iPhone and Android)
- Includes portable devices for GPS tracking
- Driver Scoring

Mapping Features

- Dynamic, feature-rich, detailed live-mapping with a fast refresh rate and pan/zoom capabilities
- Ability to easily find any street address and zoom to vehicles, assets, addresses and landmarks
- Ability to simultaneously track multiple vehicles (real-time and logged tracking) and ability to find the nearest vehicle/driver to a specific point on the map for dispatching purposes
- Ability to establish geo fences
- Ability to add and remove landmarks
- Ability to store and review history using playback
- Multiple Zoom Levels-Satellite, Hybrid and Street Level Views
- Ability to quickly zoom to street level for a 360-degree view of vehicle or asset's terrain
- Breadcrumbs

Snow Plow/Sweeping Features
- Route Completion Reporting
- Plow Up/Down, Sweeper On/Off
- Snow and Ice reporting
- PTO Reporting

Security Features
- Device disabled notification
- Driver not identified notification

Additional Features
- Capability to integrate Dash Camera
- Data ownership-data owned by the Village
- Carrier- able to offer flexibility for Village to use carrier of choice (AT&T, Verizon, T-Mobile)
- Seasonal/vehicle repair deactivation/activation will allow for deactivation/activation of seasonal units or units under long-term repair to reduce operating cost. The method for deactivation/activation by quick and easy methods such as an email.
- All equipment installed at Village facility no later than 60 days from the award of the contract.
- On-site training for approximately 12 end-users and 4 administrators.
- Ongoing web-based training, as needed
- 24/7 Customer Support

3.2 Real Time Device Reporting
Fleet Analytics will provide an AVL Global Positioning System that provides reports that include, at a minimum, the following:

1. Live, “real time” online status, including a 7 year history of the status information in printable form;
2. The location of the GPS devices at 1 second reporting intervals, at a minimum engine on, 15 degrees directions change and 1 hour engine off;
3. Tracking information for every stop made, the driving speed, mileage, odometer, and duration of all stops made;
4. Tracking information for all start and stops of the ignition for each vehicle driven and any unauthorized or after hours use;
5. A feature that allows reports to be created by searching the information by driver, or by entire fleet, including date and time ranges; and

3.2.1 Data Measurements
The GPS tracking units are configured to report as follows:

1. Once per second while Ignition On
2. Every 15 degree change in direction while Ignition On
3. Once per hour while Ignition Off

The reporting profile defined above will ensure that the Line Drawing will accurately trace roads and not show a track running through a building.

Fleet Analytics PinPoint Fleet Manager Telematics system will measure, report, display, and record the following information, at a minimum:

1. Passenger and Light Duty vehicles:
   a. Vehicle location
   b. Odometer reading
   c. Engine hour meter reading
   d. GeoFencing or equivalent for:
      i. After hours use
      ii. Unauthorized usage
   e. Driver performance (including speeding, braking, and acceleration)
   f. Idle time (including unnecessary or excessive idle)
   g. Fuel consumption
   h. Equipment health and condition via the manufacturer’s on-board diagnostic system and control modules

2. Heavy Duty and Construction vehicles:
   a. All Passenger and Light Duty measurements plus Power Take Off (PTO) utilization.
   b. Heavy Duty vehicle measurements to include two additional ports that could be configured to measure any two of (the following):
      i. Boom out of rest
      ii. Auxiliary power unit on/off
      iii. Generator on/off
iv. Winch
v. Outriggers deployed yes/no

3.3 Data Management & Network Security
All data archives, raw and/or processed data becomes the sole property of the Village and must be readily accessible on demand via secure online connection for the life of the contract. At the end of the contract, vendor will provide all data to the Village in an agreed upon format and ensure all data has been removed from vendor servers.

3.3.1 Data Environment
Fleet Analytics hosts its PinPoint Fleet Manager using a 3rd Party Hosting company called FullControl Network. Data is stored on geographically separate servers located within the US and is a facility that administers secured access controls.

- FullControl Network is SSAE 16 SOC Type 2 compliant and will provide an auditor’s report annually.
- FullControl Network’s servers are located, and data is stored within the Continental US.

3.3.2 Data Storage
Fleet Analytics will store and maintain all data and records in accordance with the Village requirements. Fleet Analytics will provide the Village on-line access to all data and records for a minimum of seven (7) years.

3.3.3 Hosting Facilities
Fleet Analytics uses the following 3rd party cloud-based hosting service from Hyper V:

We operate multiple data centers with full peering capabilities between them to provide our clients with the most reliable web hosting available. Each facility operates independently and utilizes competing IP carriers to insure maximum redundancy.

Our primary facility is located above ground in one of the nation’s top data center markets, while our backup data center is carved into solid limestone 125 feet below the Midwest prairie.

We have spent years building and perfecting our infrastructure to provide exceptional reliability and service to our customers. The FullControl Network infrastructure uses leading edge and best in breed technologies including:

Network Providers
Diverse entry and fully protected fiber-optic connections with top providers, Cogent, Level3, Global Crossing and TW Telecom, help us to deliver ultra-low latency covered by an industry-leading Zero Downtime Guarantee.
Power Sources
Separate power grids, dedicated wiring, a+b UPS protection, and on-demand diesel generators with automatic transfer between power sources ensures superior redundancy across facilities.

Environmental Control
Our colocation and managed hosting facilities are built with redundant cooling and humidification units. The temperature and humidity is controlled by redundant Liebert HVAC units delivering under floor air precisely to the intake side of each cabinet.

Physical Security
We employ security patrols, keycard access, biometric hand and fingerprint identification, and 3rd-party alarm monitoring to ensure the safety of our facilities. All data center activity is recorded and video footage is archived for 90 days.

Fire Suppression
Our data centers utilize both an above and below floor zoned detection system. In the event of fire, the suppression system is a dry pipe, pre-action system that will only pressurize when both one above and one below floor monitor triggers.

Secure Location
Geographically centered in the United States, we are located away from the coasts and the threat of hurricanes. We are positioned outside of high risk earthquake zones, and based on National Weather Service, data Kansas Village is not on the list of the top twenty tornado-prone cities.

3.4 Integration to 3rd Party Systems
Fleet Analytics has extensive experience working with 3rd party systems to transfer and exchange data between 3rd party systems. As can be seen in Figure 1, Fleet Analytics has already successfully integrated to external, 3rd party systems such TMW, FleetCor, Fuelman, EJ Ward System and other proprietary 3rd party systems.

Integration with these systems is typically done in a couple of different ways as follows:

1. Setup and FTP site establishing a data repository in mutually agreed upon file formats. Data files on the FTP site are updated on a period basis and data is read from the files on a period basis.
2. Setup a direct TCP/IP link whereby data is directly exchanged between systems as either an HTTP POST or HTTP GET.
Other forms of data exchange are via email or possibly through web services. Fleet Analytics will work with 3rd party technical personnel to work out which data interchange method works best, if this capability is required. Fleet Analytics can simultaneously support multiple data exchange methods.

3.4.1 System API
PinPoint Fleet Manager System provides an API interface for potential integration into external 3rd party systems, such as FasterFleet, CitiWorks, Accela, Hansen, ONESolution, AssetWorks, Milsoft OMS, etc.

3.5 Office Locations
Fleet Analytics main office locations are shown below:

- Fleet Analytics Main Office – Suwanee, GA
- Fleet Analytics Mid West Office – Lake Forest, IL
- Fleet Analytics Midwest Sales Office – Houston, TX

3.6 Fleet Analytics Cellular & Satellite Carrier Capabilities
Fleet Analytics has contracts with and can provide GPS Tracking devices working with the following cellular and satellite carriers:

- T-Mobile (GSM/GPRS/3G/LTE/HSPA)
Fleet Analytics will use the carrier that provides the greatest coverage over the Village areas of operation. In addition, if the coverage in specific areas is best covered by another carrier, then Fleet Analytics will include more than one carrier in our offering.

### 3.7 Functional Capabilities of PinPoint Fleet Manager

The GPS-AVL system proposed to the Village by Fleet Analytics will have the capability to monitor the location and performance of select GPS devices and equipment within their service areas. We will provide the system and maintenance program to ensure that the individual vehicle units will be fully functional for the operations desired and will perform processes such as on board vehicle diagnostics, unit operating status, vehicle idling and stop times, real time position, speed, location, direction, distance traveled in a given time frame, fuel usage and geo-fence violation.

![Figure 4- Real Time Multiple vehicle Map Display](image)

**3.7.1 Reports**

PinPoint Fleet Manager provides an easy to use user interface to create and customize various reports and report types. PinPoint Fleet Manager provides the ability to create reports on individual GPS
devices as well as on vehicle groups. The PinPoint Fleet Manager Reporting functions are shown in the screenshots below:

![Figure 5 - PinPoint Fleet Manager Reports Page](image)

From the PinPoint Fleet Manager Reports Page, one or more GPS devices can be selected from the vehicle List and the Time Frame selected. Once the vehicle(s) and Time Frame and the “Execute” button pushed, then the list of available Reports are displayed for selection. As is shown above the available reports are:

<table>
<thead>
<tr>
<th>Statistics</th>
<th>Trips</th>
<th>Trips in Working Hours</th>
<th>Trips in Non-Working Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work</td>
<td>Parking</td>
<td>Geozones by Asset</td>
<td>Asset by Geozone</td>
</tr>
<tr>
<td>Violations (this report will show speeding an all other event alerts)</td>
<td>Speeding Incident Report</td>
<td>Posted Speed Limit Incident Report</td>
<td>Messages</td>
</tr>
<tr>
<td>Detailed Activity</td>
<td>Maintenance</td>
<td>Stops</td>
<td>Idle</td>
</tr>
<tr>
<td>Idle Summary</td>
<td>Idle Time Bands</td>
<td>Odometer</td>
<td>Engine Hours</td>
</tr>
<tr>
<td>Engine Hours Duration</td>
<td>Odometer/Engine Hours</td>
<td>PTO</td>
<td>Village-by-Village Mileage</td>
</tr>
<tr>
<td>Low Battery</td>
<td>Main Power Disconnect/Tamper</td>
<td>CO2 Emissions</td>
<td>Diagnostic Trouble Codes</td>
</tr>
<tr>
<td>Fleet Utilization</td>
<td>Fuel Usage</td>
<td>Analog Inputs</td>
<td>Digital Inputs</td>
</tr>
<tr>
<td>Engine Hours</td>
<td>Sweeper/Snow Plowing</td>
<td>And several others.</td>
<td></td>
</tr>
</tbody>
</table>

Reports can be exported to either PDF or Excel format. Additionally, Reports can be scheduled for automatic generation and emailed to selected recipients. The screenshots below show these functions:
3.7.1.1 Scheduled Reports
For reports that need to run on a frequent basis, the User can configure Scheduled Reports to run on a Daily, Weekly or Monthly basis. Once a Scheduled Report is configured, the report will automatically be emailed to the recipients.
3.7.2 History and Breadcrumbs

PinPoint Fleet Manager provides the ability to see each vehicle’s history over a selected period of time. This historical information is provided in both map and report form as shown in the following screenshots. Map History is provided in Line Draw and Breadcrumbs display.

**Figure 8 - Line Draw History Report**

**Figure 9 - Breadcrumbs History Report**
The Tabular History Report, as shown below, displays all received messages from the installed GPS Tracking including time/date, latitude/longitude, address, heading and motion/idling status. Fuel usage can be configured and will be displayed in this report as well.

![Figure 10 - Tabular History Report](image)

Fleet Analytics logs all tracking data in databases and will retain the data for a minimum of three (3) years online.

### 3.7.3 Mapping

The PinPoint Fleet Manager, as shown in the screenshot below, meets the Village’ mapping requirements. As is shown, PinPoint Fleet Manager provides the ability view multiple vehicles at different locations. PinPoint Fleet Manager can be accessed from one or more computers and/or smart mobile devices simultaneously that have an Internet connection.
Various map layers are provided as well as the ability to activate Google Traffic conditions and to turn “Clustering” On or Off. Other maps can be added in addition to ones shown as well Google Street View.
3.7.4 Alerts and Notifications

PinPoint Fleet Manager provides the ability to create real time alerts to defined conditions such as speeding, idling, engine on, geozone entry and/or exit plus many others. The user sets the threshold that triggers the alert and the alert can be applied to a single vehicle or groups of vehicles. The screenshot below shows the setup screen for defining alerts.

![Alert Configuration](image)

**Figure 12 - Alert Configuration**

3.7.5 Geofencing

PinPoint Fleet Manager provides the ability to create and display geozones. Once geozones are created, then the user can visually see vehicles reporting inside the geozones. The user can also create email and text alerts as run several different types of Geozone Reports. The following screenshot shows a created geozone.
3.8.6 Landmarks

Pinpoint Fleet Manager provides the ability to create Landmarks. Once Landmarks are created, then the Landmarks will display in the Map View Navigation Tree and the User will be able to click on a Landmark and the map will zoom to and display the Landmark in the map area. The screenshot below shows the Landmark creation screen:

![Image of Landmark creation screen]

**Figure 13 - Geozone Example**

**Figure 14 - Create New Landmark**
Once Landmarks have been created, then a User can see the calculated distance to any Landmark as shown in the screenshot below:

### 3.8.7 Vehicle Status and Data Display

Data collected from the vehicle is displayed in the “Data Dashboard” as shown in the screen shot below. The vehicle status is shown via icons on the map and in the “Navigation Tree” on the left side of the map screen.

The following icons are used:

- **Green Circle with Arrow** – this map icon indicates a moving vehicle with the arrow showing the direction of travel.
- **Red Square** – this map icon indicates a parked vehicle with ignition off.
- **Orange Circle** – this map icon indicated a stopped vehicle with the ignition on. This is an idling vehicle.
3.8.8 Asset Administration

PinPoint Fleet Manager provides a comprehensive Administrative section for managing Assets and Asset Groups. In this section, the selected PinPoint Fleet Manager Administrator will be able to update and/or import vehicle and asset identification information in bulk to include:

- Adding and deleting vehicles
- Updating license plate numbers
- Reassigning devices upon transfer (i.e. in the event of total loss, the device can be reassigned to a reserve pool replacement vehicle)
- Updating of subaccounts to reflect department structure and preferences.

The screenshots below show the overall capabilities of the Asset Administration and Asset Groups Administration page:
Figure 18 - Asset Administration

Figure 19 - Asset Groups
3.8.9 User Administration
PinPoint Fleet Manager provides a comprehensive Administrative section for managing Users, User Roles, Accounts, Groups and GPS devices Groups. In this section, the selected PinPoint Fleet Manager Administrator will be able to add Users, create specific User Roles, assign passwords and manage access to PinPoint Fleet Manager. The screenshot below shows the overall capabilities of the User Administration page:

![User Administration Screenshot]

3.8.9.1 Active Directory/Single Sign On (SSO)
Fleet Analytics has integrate Shibboleth into PinPoint Fleet Manager for Active Directory/Single Sign On support. Shibboleth is a single sign-on log-in system for computer networks and the Internet. It allows people to sign in using just one identity to various systems run by federations of different organizations or institutions.

The Shibboleth Internet2 middleware initiative created an architecture and open-source implementation for identity management and federated identity-based authentication and authorization (or access control) infrastructure based on Security Assertion Markup Language (SAML). Federated identity allows the sharing of information about users from one security domain to the other organizations in a federation. This allows for cross-domain single sign-on and removes the need for content providers to maintain user names and passwords. Identity providers (IdPs) supply user information, while service providers (SPs) consume this information and give access to secure content.

3.8.10 Roles Based Administration
Fleet Analytics’ PinPoint Fleet Manager allows individual vehicles to be grouped in one or more groups. For example, an “All Vehicles” group can contain all the vehicles in the fleet. Then a Role can be setup
to include the “All Vehicles” group and assigned to those Users requiring access to “All Vehicles”. Additionally, vehicle groups can be set up for the various department managers containing the vehicles in that department. Then additional vehicle groups can be setup for the various supervisors within the department. Each supervisor will have a Role assigned that assigns only that supervisor’s vehicles.

The screenshot below shows the Roles Administration screen allowing the System Administrator to define a User’s access to PinPoint Fleet Manager. The System Administrator will able to set and control access to the following:

- Vehicles and Vehicle Groups
- Geofences
- Reports
- Alerts and Notifications
- Landmarks

Once Roles are setup and assigned to Users, then those users will only see and have access to the vehicles and reports assigned to them. This adds efficiency to the User in only being able to run specific reports on that User’s vehicles.

3.10.11 Accounts Administration for Provider/Master Account Admin
PinPoint Fleet Manager provides a comprehensive Account Administrative section for managing sub-accounts within the Master Provider account. In this section, the selected PinPoint Fleet Manager Administrator will be able to add, edit, delete a sub-account, assign attributes for the sub-account, assign sub-account Admin username and password as shown in the screenshots below:
3.10.12 Dispatch/Closest Vehicle Search

PinPoint Fleet Manager provides an ability to input a location by address, GPS coordinates, landmark, city, Village, zip code, etc. Once the location has been input, PinPoint Fleet Manager will then locate the five (5) closest vehicles and will plot the routes on the map and will display a dashboard showing route distance and travel time to the location. The screenshot below shows an example of this feature.
3.10.13   Impact/Crash Notification and Reporting
Fleet Analytics will provide the following Impact/Crash Notification and Reporting:

3.10.13.1   Impact/Crash Notification
The screenshot below shows the PinPoint Fleet Manager Impact/Crash Notification sent via email showing the Vehicle ID, date/time and location of the crash/impact event.

Figure 24 - Closest Asset Search

Figure 25- Crash/Impact Email Notification
3.10.13.2 Impact/Crash Report

The screenshot below shows an example of a Impact/Crash Report automatically emailed on an impact event.

![Impact/Crash Report](image)

Figure 26 – Impact/Crash Report

3.10.14 Snow Plow Operations & Reporting

Fleet Analytics will provide the following enhanced reporting:

A. **Road Completion report.** This report shall indicate the percentage of roads that have been serviced. A graphical display shall also be made available allowing users to review which roads have been serviced and which roads will require attention. The number of passes and vehicles associated with each pass would be beneficial. The date and time parameter must be user definable.

B. **Live Road Completion Window.** This window shall provide a map view of all agency roads color coded based on current road completion status. Road completion status shall be based on the GPS/AVL telematic data. See the screen shot below as an example of a color coded map based on road completion.
Figure 27 - Plow/Sweeper Up/Down Display

Figure 28 - Plow Route Configuration & Display
3.10.15 Maintenance Module
PinPoint Fleet Manager provides the ability to create maintenance items, define service intervals and reminders as well as create maintenance alerts and reports.

3.10.15.1 Maintenance Item Definition
The following screenshot shows the Maintenance Setup screen for defining the service items and setting service intervals based on mileage, hours or calendar date:

Once Maintenance Items are created, then the specific vehicle’s Maintenance Tab is populated in the Vehicle Dashboard showing the “Next Service Due” counters.

3.10.15.2 Maintenance Item List
Access to Maintenance via the Assets Selection in the Admin Section of PinPoint Fleet. As shown in the screenshot below, a list of currently configured maintenance items is listed as well as the ability to delete or edit existing maintenance items and an add new maintenance items.
3.10.16 Driver Scoring Module

PinPoint Fleet Manager provides a Driver Scoring Module that allows the user to score the following parameters: Speed, Idling, Braking and Acceleration. The Scoring Module determines an overall A, B, C, D or F score based on the number of exception occurrences per 100 miles. This provides a normalization of the scoring for both high and low mileage drivers. The Score Card is shown below:

![Driver Scoring for: Valencia #4](image)

**Figure 32 - Driver Score Card**

The Score Card parameters are configurable by the user as shown in the following screen:

![Driver Score Card Setup](image)

**Figure 33 - Driver Score Card Setup**

The values in the scoring fields represent the number of incidents above the values set in the Threshold section. The overall score is the average of the four (4) scoring parameters. Users and drivers will be able to see the scores over a selected period of time so they see the performance trends of the driving behavior.
3.10.17  **Key Performance Metrics Dashboard**

Pinpoint Fleet Manager provides a configurable Key Performance Metrics Dashboard as shown in the screenshot below. Six (6) different metrics are monitored including:

- Miles Driven
- Idling
- Speeding Incidents
- Engine Hours
- Low Battery
- Fuel Economy

Several different date ranges can be selected as well as the ability to select a tabular or bar chart display.

![Key Performance Metrics Dashboard](image)

*Figure 34 - Key Performance Metrics Dashboard*

3.10.18  **Driver ID and Driver Monitoring – Optional**

3.10.18.1  **Driver ID Hardware – RFID Key FOB**

3.10.18.1.1  **Key FOB Reader**

Fleet Analytics will include a Key FOB Reader to uniquely identify the driver for whom a specific Key FOB is assigned. The Key FOB Reader is connected directly to the GPS tracking device with the reader head of the Key FOB mounted in an accessible position on the vehicle dashboard. The figure below shows the Key FOB Reader Cable:
3.10.18.1.2 Key FOB
Fleet Analytics will provide colored Key FOBs. The Key FOB is easily attached to the driver’s key ring and uniquely identifies the driver to PinPoint Fleet Manager. Key FOBs are shown in the figure below:

![Key FOBs](image)

3.10.18.2 Driver ID Hardware – HID Card Reader
Fleet Analytics can provide an HID Card Reader that is capable of reading 125 kHz or 13.56 MHz RFID employee badges to uniquely identify the employee/driver for whom a specific badge is assigned. The HID Card Reader is connected directly to the GPS tracking device with the reader mounted in an accessible position on the vehicle dashboard. The figure below shows the proposed HID Card Reader:
Operating Conditions

- Operating Frequency: 125 kHz OR 13.56 MHz
- Typical Maximum Read Range: 1.0” – 3.0” (2.5 – 7.6cm) dependent upon proximity card type and environmental conditions. Slightly diminished performance for certain card type as compared to pcProx reader.
- Physical Characteristics
  - Dimensions: Desktop: 3 3/8” x 2” x 0.6” (8.57 x 5.08 x 1.52cm). 125 kHz Nano: 0.71”x 0.62” x 0.77” (vertical); 0.36” x 0.62” x 1.14” (horizontal). 13.56 MHz Nano: 0.88” x 0.62” x 0.76”.
  - Weight: Desktop: 4.0 oz (113.39g); 125 kHz Nano: 0.14 oz; 13.56 MHz Nano: 0.20 oz.
  - Housing Color: Nano - Black; Desktop - Black, Pearl; Surface Mount - Black, White; USB Dongle - Black; Keyboard - Black; Non-Housed, ExpressCard, PCMCIA - Available as pictured
  - Mounting Options: Surface mount housing can be easily mounted on panels, kiosks, and other indoor applications. It is designed for mounting with 1” #8 screws only (not included), at a maximum force of 6.25 in/lbs. Desktop reader has an articulated cable for easy placement on desktops, counters, and more. The IP67 compliant readers must be installed according to the installation guide (enclosed with all units).
  - Cable Length: 6”, 16” & 60” (Custom Lengths Available. Call our Sales department at (866) 439-4884)
  - Indicators: Tri-state LED, dual tone beeper. (Dual tone beeper available on desktop and surface mount). Nano: LED indicator (horizontal version)
  - Power Supply: USB Self-powered; PoE; Serial RS-232: several power options exist
  - Interface: USB, Serial RS-232, Ethernet. Nano is USB only.
  - Ports/Styles: USB, USB Dongle, USB Nano, RS-232, Ethernet, Keyboard, OEM bare board
- Environmental Usage
  - Operating Temperature Range: -22° to 150°F (-30° to 65°C)
  - Operating Humidity Range: 5% to 95% relative humidity, non-condensing
- Storage Temperature Range: -40° to 185°F (-40° to 85°C)

**General Information**
- Certifications: FCC, United States; CE Mark, Europe; RCM, Australia; IC-Industry Canada, UL. Environmental: RoHS, REACH. For more information on other global certifications, contact sales@RFIDeas.com.
- Warranty: One year for material/workmanship defects. See complete policy for details.

### 3.10.18.3 Driver Monitoring

When using an installed RFID module, PinPoint Fleet Manager will record and store the specific driver that has logged into the vehicle. Thus, providing full tracking and monitoring of who is driving what vehicle. The screenshot below shows a list of active drivers that badged in.

![Figure 38 – Active Driver List](image)

### 3.10.19 Dash Camera - Optional

#### 3.10.19.1 Driver ID Hardware

Fleet Analytics will provide a forward facing dash camera that will:

- Record when the vehicle moves and system stores video for last 40 hours of movement.
- Live viewing of Vehicles location (showing of dash camera’s view)
- Automatically store the dash cameras view of harsh events, 15 seconds before and after.

The Dash Camera will continuously record video on an SD Card for a minimum of 40 hours when the vehicle is moving. In the event of a crash or other defined harsh event, the Dash Camera will...
automatically upload video 15 seconds before and after the event to the video server. Additionally, an authorized user will be able to access any of the installed Dash Cameras to see a live view, real time view of the vehicle location. The figure below shows the proposed Dash Camera:

![Live Streaming](image)

*Figure 39 – Dash Camera With Live Streaming*

| Network Connection | Network | 4G+3G+2G | FDD: B1, B3, B5, B7, B8, B20  
TDD: B38, B39, B40, B41 (100M)  
WCDMA: B2 B4 B5 B8  
GSM: 850/900  
1800/1900 |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Wi-Fi</td>
<td>802.11 b/g/n</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bluetooth</td>
<td>BT4.0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Hardware          | CPU     | Quad-core 1.4GHz  
ARM Cortex A53 @1.4GHz |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>OS</td>
<td>Android</td>
<td>Android 8.1 GO</td>
</tr>
<tr>
<td>Flash memory</td>
<td>RAM+ROM</td>
<td>LPDDR3 1GB+eMMC 16G</td>
</tr>
<tr>
<td>Front camera</td>
<td>Forward recording</td>
<td>Built-in, AHD, 1080P, dynamic frame rate, 140° viewing angle</td>
</tr>
</tbody>
</table>
Detached camera, AHD, 720P, dynamic frame rate, 120° viewing angle, night vision

GPS module

GPS module, GPS+BDS

Built-in ceramic antenna

G-Sensor

Accelerometer, Gyroscope

6 axis

MIC & Speaker

Built-in

SD card

I/O Configuration

B+

GND

ACC

Ignition detection

Relay

Immobilization

Remote engine cut-off

UART

RX

TX

+5V

GND

SOS

Panic button

3.10.19.2 Video Viewing Portal

As described video will automatically upload to the video server. A Video Viewing Portal is provided that will allow authorized users to log in and view stored video files. The screenshots below show examples of the Video Viewing Portal.
3.10.20 Driver Monitoring

When using an installed RFID module or manually assigning drivers to a vehicle, PinPoint Fleet Manager will record and store the specific driver that has logged into the vehicle. Thus, providing full tracking and monitoring of who is driving what vehicle. The screenshot below shows a list of active drivers that badged in.

![Figure 41 - Active Driver List]

3.11 Vehicle Tracking Hardware

Fleet Analytics proposes to use commercially available GPS Tracking hardware. The GPS Tracking hardware will not impede the vehicle’s performance or maintenance in any way. These units can be re-
installed on other vehicles as needed. Fleet Analytics and Advanced Fleet Solutions will insure proper installation to meet these requirements.

The following is a list the major automotive integrative capabilities including any and all diagnostic capabilities with, at a minimum, Ford, Cummins, Detroit Diesel, Allison Transmission, International On Command, JD Link, etc. Please note that not all data is available on all vehicles. The CAN Data will vary by vehicle make and engine type.

<table>
<thead>
<tr>
<th>Vehicle Speed</th>
<th>Engine Speed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Throttle Position</td>
<td></td>
</tr>
<tr>
<td>Odometer</td>
<td>Ignition Status</td>
</tr>
<tr>
<td>Fuel Level Percentage</td>
<td>MIL Status</td>
</tr>
<tr>
<td>Fuel Level Remaining**</td>
<td>Airbag dash indicator</td>
</tr>
<tr>
<td>Transmission Gear</td>
<td>ABS dash indicator</td>
</tr>
<tr>
<td>Engine Coolant Temp</td>
<td>PTO Status</td>
</tr>
<tr>
<td>Fuel Rate</td>
<td>Seatbelt Fastened</td>
</tr>
<tr>
<td>Battery Voltage</td>
<td>Brake Switch Status</td>
</tr>
<tr>
<td>Turn Signal Status</td>
<td>ABS Active Lamp</td>
</tr>
<tr>
<td>Calculated Trip Odometer</td>
<td>Cruise Control Status</td>
</tr>
<tr>
<td>Calculated Fuel Usage</td>
<td>Oil Pressure Lamp</td>
</tr>
<tr>
<td>Derived Engine Village</td>
<td>Brake Indicator Light</td>
</tr>
<tr>
<td>Service Interval Inspection Distance</td>
<td>Coolant Hot Light</td>
</tr>
<tr>
<td>Fuel Level Remaining**</td>
<td>TPMS Status</td>
</tr>
<tr>
<td>Service Interval Days Remaining</td>
<td>Hybrid/EV Charging Status</td>
</tr>
<tr>
<td>Engine Oil Temp</td>
<td>DTC Count</td>
</tr>
<tr>
<td>Fuel Economy</td>
<td>Service Interval Oil Distance</td>
</tr>
<tr>
<td>Service Interval Oil Distance</td>
<td>Service Interval Oil Days</td>
</tr>
<tr>
<td>Ambient Air Temp</td>
<td>Barometric Pressure</td>
</tr>
<tr>
<td>Mass Air Flow</td>
<td>Fuel/Air Commanded Equivalence Ratio</td>
</tr>
<tr>
<td>Fuel Type</td>
<td>Average Fuel Economy</td>
</tr>
</tbody>
</table>

The following GPS Tracking Hardware is proposed with following specifications:
3.11.1 General Purpose GPS Tracking Device
Fleet Analytics is proposing the ATrack AK11. The ATrack AK11 is a 4G/LTE cellular device that will be supported for at least five (5) years.

- Flexible wireless network options
- AES-128 data encryption
- GPS antenna tampered detect & report
- Built-in 3-axis G-sensor
- Vehicle Speed Sensor (VSS) supported
- FOTA firmware upgrade using FTP
- Configurable Real Time Tracking & Logging
- Harsh driving behavior events
- Configurable power management
- Max. 140,000 log and 21,000 queue messages
- 2 way voice communication & wire-tap
- 1-Wire® Dallas Key for driver identification
- 1-Wire® temperature sensor supported
- RFID Driver ID Support
- Intelligent event control engine

![Multi-Input GPS Tracking Device](image)

Figure 42 - Multi-Input GPS Tracking Device

3.11.2 OBD II Plug In GPS Tracking Device
Fleet Analytics submitted Calamp products as submitted and listed in QPL #5400015215. Fleet Analytics is now proposing the ATrack AX11 component as functionally equivalent successor to the Calamp product. The Calamp product is a 3G cellular device. 3G will not be support after 2020. The ATrack AK11 is a 4G/LTE cellular device that will be supported for at least five (5) years.

- Bluetooth (BLE4.0) single mode interface for mobile device user interactive application
- Small and easy plug-and-play installation
- Ultra-low current consumption in deep sleep mode
- Data communication by BLE
- Built-in 3-axis G-sensor
- Configurable Real Time Tracking & Logging
- 32 user defined geofences
- Build-in buzzer for configurable event
- Harsh driving behavior events
- Configurable power management
- OBDII/J1939 data collection
- Fuel economy calculation
- User defined OBDII/J1939 event transmission
- OBDII/J1939 Diagnostic trouble code reporting
- Intelligent event control engine
- Internal GPS Antenna
- Internal Cellular Antenna
- Internal Backup Battery
- Size: 1.75” x 1.25” x 1.0”

![Diagram of GPS tracking device](image)

**Figure 43 - OBD II Plug In GPS Tracking Device**

### 3.11.3 Non-Powered Asset Battery Powered GPS Tracking Device

Fleet Analytics submitted Calamp products as submitted and listed in QPL #5400015215. Fleet Analytics proposes to use the Calamp ATU-630 Battery Powered cellular device to meet the Part C requirements.
• GSM/GPRS, CDMA 1xRTT or HSPA
• Internal cellular and GPS antennas
• 1 year battery life at 1 message/day (3 AA batteries)
• 2 year battery life at 1 message/day (6 AA batteries)
• IP66 sealed and rugged enclosure
• Built-in motion sensor
• Ultra low power sleep mode (<100μA)
• Automatic, over-the-air (OTA) configuration & firmware download

Figure 44 - Battery Operated Asset Tracking Device
4 Statement of Work

4.1 Acquisition/Manufacture of GPS Equipment

Fleet Analytics acquires commercially available GPS tracking hardware products through Calamp Inc., ATrack, Novatel Wireless (Enfora), Honeywell, Skywave, Globalstar/SPOT, LLC and others. Stock is readily available directly from these manufacturers or through distributors thus providing a “just in time” delivery capabilities.

Additionally, Fleet Analytics has partnered with 3rd party companies for external systems such as data loggers and various sensors. Some of these companies are Campbell Scientific for data loggers and Garnett, Maxbotix and Vega for various types of sensors.

Fleet Analytics has direct supplier relationships with commercial airtime services providers such as PODS, Kore Telematics and Verizon for cellular connectivity from carriers such as T-Mobile, ATT, Sprint and Verizon. Fleet Analytics also has direct relationships for the provision of satellite airtime services from companies such Globalstar, Inmarsat and Iridium.

Fleet Analytics’ Intellectual Property (IP) consists of in house developed cloud based and mobile/smartphone applications. These applications are Fleet Analytics Data Services (FADS), PinPoint Fleet Manager, PinPoint Fleet Mobile and PinPoint Analytics. These applications are the heart of our system offerings and is the glue integrating GPS and sensor hardware to cellular, satellite, WiFi, RFID connectivity to an integrated customer facing web portal for real time management of assets, vehicles and remote sensors.

Based on Fleet Analytics predominant use of commercially available GPS tracking, data logger and sensor devices, our typical acquisition, delivery and installation times are usually on the order of 2 -4 week from receipt of order. In most cases requiring data loggers and sensors, these projects are highly customized to the specific project requirement and therefore require a longer acquisition, delivery and installation time due to the time it takes to find the specific data logger or sensor to meet a specific requirement. However, Fleet Analytics has been very successful in delivering customized solutions of these types within 120 days.

4.2 Logistics Support

In the last seven (7) years, Fleet Analytics has delivered and installed approximately 50,000 GPS tracking devices with and without data loggers and sensors. Fleet Analytics maintains a robust Warranty/Maintenance/RMA system where we keep track of every device delivered uniquely by one or more serial numbers. Fleet Analytics provides the following:

Field Service Organization for:
Mobile installation, troubleshooting and repair - Understands fleet customers, our technicians travel to the vehicle and work at times that do not interfere with the vehicle’s intended purpose.

Project management - Our management staff has experience implementing technology solutions in over 500k fleet vehicles.

Warehouse and Shipping - We have the capacity to support your hardware logistical needs.

Technical support - We have robust support process in place for our employees, we can apply this to support for customers that maintain their own fleet and/or other installation providers.

Installation Documentation - Written installation manuals allow us to maintain consistent installation practices for all vehicle types.

Quality Control - We employ strict quality control measures, including customer surveys to maintain the highest level of service. These programs can be contracted for other installation providers.

**Communications & Scheduling**

- We have full time dispatching staff that supports you and your customers.
- Our team works diligently to ensure we are in compliance with the SLAs required for many of your customer agreements.
- Our state-of-the-art dispatch system allows for instant access to the information you need, call or log into our web portal and you can find:
  - Scheduling status including detailed call notes
  - Resolution details
  - Prior work history

**Field Technicians**

- We employee highly trained technicians that support a variety of in-vehicle technologies
- All of our technicians are certified to support specific hardware platforms prior to their first work assignment
- Ongoing education programs ensure that we are able to quickly respond to hardware/process changes
- We are prepared to meet the safety/security requirements that many companies demand:
  - Technicians have proper identification
  - Background and drug screen certifications are available

**Project Planning & Management**

- Our professional services group has over 20 years of experience implementing technologies for fleet accounts.
• Our account managers drive positive results.
• Project planning:
  o Our team takes care to partner with our customers to ensure we have a full understanding of what is needed for success.
  o We will create project plans that meet established objectives, and ensure that all key constituents are fully apprised of all pertinent project information

## 4.3 Project Management

### Purpose

This document will lay out the specific processes utilized by the Field Operations department in the management of a strategic customer deployment. It will codify the step by step processes and best practices gleaned from the many deployments managed by the Field Operations department over the years.

### Timeline of Project Management Process

In most cases, the first involvement of the Field Operations department with a customer will be the pilot phase in which a customer will trial the Fleet Analytics GPS product(s) for a defined period of time. During this project, Field Operations will be involved in the installation of the Fleet Analytics hardware and the design of installation specifications in conjunction of the customer.

If and when a pilot is successfully completed, the Field operations department will then be tasked with managing the installation portion of the customer implementation, which includes the creation of installation schedules, the assignment of ASPs and the training thereof, as well as the creations and distribution of an installation specification as approved by the customer.

After the completion of the installation deployment, the Field Operations department is tasked with ensuring that ASPs are certified and trained in all markets in which the customer has a presence.

### Pilot Phase Implementation Process

Once the sales department has arranged a pilot deployment with the customer, the assigned project manager will then contact the Manager of Field Operations, to arrange for a Senior Field Operations Manager, hereafter referred to as a FOM2, to interface with the project manager and the customer, generally via a conference call, to make arrangements for the pilot installation.

During the conference call, the FOM2 can explain the installation and field implementation process to the customer and can answer any pertinent question thereof as well. Arrangements will be made with the customer to then perform the installations and to create an installation specification for the customer’s vehicle fleet. Prior to traveling to a customer’s site or sites, the FOM2 or the Field Operations designee will need confirmation that the Fleet Analytics product has been shipped and that the
customer will have the vehicles available for installation. A standardized vehicle matrix, provided by the Fleet Analytics project manager, will be required for the documentation of the pilot installations that are completed.

Once at the customer’s site, the FOM2 or designee will then meet with the customer contact to review the installations that will be performed and to obtain the customer’s preferences and requirements for the installations. The installations will be performed as per the customer’s requirements and adhering to the “best practices” that the Field Operations department has learned from years of installation experience. The installations will then be codified photographically in a customer-specific guide that will be utilized should the pilot progress to a full-scale deployment. The FOM2 or designee will record all of the pertinent installation information onto the previously referenced vehicle matrix so that the project manager can accurately upload the information to the customer’s account on the PinPoint Fleet Manager website.

**Strategic Deployment Project Management Overview**

Once a pilot has been successfully completed, or if the pilot phase has been skipped altogether, the strategic deployment phase can commence. The following steps must be taken prior a deployment schedule being created:

- The Implementation Project Manager, hereafter referred to as the PM, must communicate a desired customer timeline in which the project must be completed.
  - The FOM2 will determine as to whether this is possible in considering operational timelines, installation resource availability, and FOM support availability, if applicable.
  - The timeline must also take into account constraints upon vehicle availability for the installations (i.e., Will the vehicles be only available during the evenings? Will the vehicles be available in phases throughout the day?).
- The PM must provide a full vehicle matrix for the project, which must include the following:
  - Vehicle information such as year, make, model, and VIN
  - Location where vehicle will be located for the installation
- The FOM2 will submit the proposed deployment schedule to Operations, prior to customer submission, in order to receive confirmation from Operations that the proposed timeline will be possible from an inventory, provisioning, and shipping standpoint.
  - Only after Operations buy-off will the FOM2 make the deployment schedule available to the PM, who will, in turn, provide the schedule to the customer for approval.
- After the necessary approval steps have been completed, the implementation of the deployment can begin.

**Field Operations Strategic Deployment Planning Considerations**
Once initial notification of an impending deployment has been received by the FOM2, the project will be designated to the appropriate FOM2 for project management. At this point, the FOM2 needs to take into consideration the following in building a schedule:

- How many vehicles will be involved in the deployment?
- What is the overall timeframe for completion of the deployment?
  - What is the preferred time of day to complete the installations?
- What is the geographic distribution of the vehicles?
  - How many overall locations will be involved?
- What type of equipment will be installed?
  - Which peripherals, if any, will be installed?
- What type of vehicles are in the fleet?
  - Are there any special considerations or concerns from the customer on the installations?
- Field Technician (FT) availability
  - Is a reliable local FT located in the region?
    - Far less expensive
    - Allows local resource to be trained for future service needs and to create a relationship with the customer.
    - Could possibly be limited by installer availability due to small size of FT or by other engagements.
  - Will a mobile crew be better suited for this project?
    - More expensive, as Fleet Analytics generally pays for travel as well as a daily rate per installer.
    - No (or fewer) geographic limitations
    - Generally, have larger installer base
    - Local FTs will have to be trained at some point to provide ongoing service support.
  - Contact the prospective installation resources to gauge their availability for the upcoming project to ensure installation coverage in all applicable regions.
- How long will each installation take?
  - Installation time can be affected adversely by vehicle availability, types of vehicles, the equipment package to be installed, and the conditions under which the installations will take place.
    - It is generally better to inflate the installation time to take into account unforeseen complications.
    - It is generally a good idea to “ramp up” the installations (i.e., To allow the first few days to proceed at a slower pace than later in the deployment.).
• Will Operations be able to support the installation schedule from an inventory, provisioning, and shipping standpoint?
• Will on site FOM support be necessary? If so, are FOMs available?

Once the above points have been taken into consideration, the deployment schedule will be sent to the designated Operations contact for review. Once approval has been given, the deployment schedule can be submitted to the PM, who will, in turn, submit the schedule to the customer for approval.

**Field Operations Strategic Deployment Project Management**

Upon approval of the deployment schedule by all interested parties, the FOM2 or designee will then partner very closely with the PM and the assigned Implementation Manager, hereafter referred to as the IM. The IM will create installation dispatches (SRs) for each of the installation resources and verify shipping information for all of the products. Any nonstandard installation pricing (e.g., day rate billing for mobile resources or additional travel charges) should be communicated to the IM so that the billing information can be notated in the SRs. As the SRs are dispatched, it is highly recommended that the FOM2 creates a billing spreadsheet to keep track of the multitude of SRs created for future reference and to proactively avoid billing discrepancies in the future.

A few weeks prior to the commencement of the in-filed portion of the deployment, it will be necessary to train all of the prospective field technicians on the specifications for the customer’s vehicles. This is generally accomplished via a series of WebEx sessions. It is imperative that this step take place in advance of the deployment in order for the deployment to kick-off in a satisfactory fashion.

### 4.3.1 Initial & Ongoing Project Implementation & Support

**Order Processing**

Process Flow:
Procedure:

**Step 1: Customer Requests Self Service**

1. Customer would like the ability to do the installation and perform all repair work themselves (not using Fleet Analytics). They request the Self-Service field option.

2. The Sales rep will notify “Professional Services” that a potential customer would like to be certified to perform all installation and repair work themselves. Professional Service will review the customer’s request for Self Service and verify if the customer meets the necessary requirements through the “qualification” process.

3. The customer is put thorough the qualification process for Self Service to see if they meet the necessary requirements. Below is a list of requirements:
   a. A signed service agreement for a minimum of 200 units.
   b. One of more onsite technicians with 12-volt mobile electronics experience.
c. A system for storing and tracking spare part use.
d. Meet all certification criteria.
e. Receive required installation training.
f. Pass the certification test with an 85% or greater.
g. An authorized signature of the Fleet Analytics Installation Agreement.

4. If the customer meets these requirements and still wishes to proceed with Self-Service, then Field Services initiates the “Professional Services Order” for Self Service training. In the scenario where the customer does not get qualified then the customer’s request for Self Service is rejected.

Step 2: Professional Services Order Entered

1. Once the customer is successfully qualified for Self Service, Field Services will request a “Professional Services Order” for Self Service training to be entered. This is done by Sales Operations sending a Professional Services Order form to the FOM who will complete the form and send it back to Sales Operations. Sales Operations enters the order into Oracle and at the same time updates the Customer’s Master Profile to “Pre-Certified”

2. Sales Operations will also email Field Project Manager in order to have the “Urgency” field in the service request module to reflect Self Service. This will auto populate each time a service request is generated and viewed.

3. Sales Operations confirms the order has been booked and Field Services can start the “Self Service Training” process for the customer. At this time the FOM can establish a training date with the customer.

4. Field Service trains the customer to install and repair the Fleet Analytics devices. The customer must satisfy the requirements list before they are completely “Certified”. Once they become certified, Field Service needs to inform Sales Operations via an email who will then update the customer’s Master Profile to reflect “Certified” instead of ‘Pre-Certified”.

Step 3: Hardware & Services Order for Self Service

1. Sales notify Sales Operation of the new “Self Service” order for hardware and service by submitting hardcopies of their sales paperwork.

2. Sales Operations will need to validate the paperwork for the Self-Service order and in particular need to confirm that a “Professional Services Order” has been entered for the Self-Service training to be performed. If there is no order present for the customer, then the order for hardware and services for Self Service cannot be entered.

3. If the Self-Service training order has been booked, then the next step for Sales Operations is to confirm whether the customer is “Pre-Certified” or “Certified”. If the customer’s Master Profile does not reflect either of these statuses, then the order cannot be entered and must be routed to Field Services so they can perform the customer qualification procedure and the salesperson.
4. If the customer’s Master Profile states either of the two “Pre-Certified” or “Certified” statuses then the hardware and services Self Service order can be entered into Oracle by Sales Operations and a “Sales Order Router Document” sent to Implementation and Order Fulfillment. The router will contain the following information:
   a. Customer Information
   b. Self Service in Header
   c. Self Service Status: (“Pre-Certified” or “Certified”)
   d. Bill to and Ship to Addresses
   e. Order Information:
      i. Order #
      ii. Order Date
      iii. Order Type
      iv. PO Number
      v. Sales Rep
      vi. Channel
      vii. Payment Terms
      viii. Currency
      ix. Created By
   f. Carrier Information
   g. Service Lines (Duration, End Date, Unit, Price)
   h. Hardware Lines (Item Description, Tax, Request, Promise, Schedule, Qty, Price)

**Step 4: Implementation Service Request Created**

1. Implementation will receive notification of the Self-Service order via a router with “SELF SERVICE” as the Installation Type. The lead IM will assign the order to an IM within their group.
2. The Implementation Manager that has been assigned the case will create the Implementation Service Request and will need to verify what Self Service status the customer is in. The customer must be either “Certified” or “Pre-Certified” for Self Service order to be implemented. This information will be displayed on the “Sales Order Router Document”, on the top right corner under “Order Type”.
3. Implementation Manager will need to verify the status in case the customer is in the “Pre-Certified” stage in which case they will need to coordinate training with the dedicated Field Services FOM in order to completely certify the customer for Self Service. If the customer is already certified, then the standard Self-Service Implementation process can be followed.

**4.4 Defective Hardware & Software Support**

Fleet Analytics provides has a customer service support line as well as an RMA system for the return and evaluation of failed software and GPS units.
Since PinPoint Fleet Manager is a cloud based, hosted application, software updates to this platform are periodically performed.

Firmware updates to the GPS equipment is typically performed Over-the-Air (OTA).

### 4.4.1 Trouble Ticketing System

Software and/or hardware issues are reported using the Fleet Analytics Trouble Ticketing System by sending the following information via email to:

support@pinpointfleet.com

The required information in the email is as follows:

**For GPS Hardware:**

1. Vehicle ID number and IMEI number
2. Last known GPS device report date
3. Has GPS unit been checked for tampering or removal?
4. Has power to the GPS unit been verified.
5. Has vehicle Accessories Fuse been checked and replaced if blown. Recheck power to the GPS unit.
6. Is the vehicle located in a metal building or parking garage?

**For Software:**

1. Specific software module where issue has been observed.
2. Description of software failure.
3. Provide screenshots to show software problem.

Once an email has been sent to support@pinpointfleet.com with the required information as previously described, the email will automatically be logged into the Fleet Analytics Trouble Ticketing System and assigned to a cognizant support person who will perform an initial assessment of the problem and will reply to the email if any additional information is required. After the initial triage, the Ticket will be assigned to the appropriate hardware or software Technical Support person for problem resolution and correction.

If the ticket is for defective or failed GPS hardware, the hardware Technical Support person will perform a remote diagnostic and, if determined to be a failed unit, will issue a Return Material Authorization (RMA) with the return instruction and return address. If a new unit is available from local spares, the Technical Support person will instruct via email reply to provide the IMEI number of the new unit to be installed. If there is no local spares units available, the Technical Support person will send a new unit to the required field location.
If the ticket is for failed software, the software Technical Support person will attempt to validate/duplicate the observed failure. Once the failure has been validated/duplicated, then the failure is documented and sent to the software development team for corrective action.

In both hardware and software tickets, immediate triage is performed on ticket receipt and response to the submitted ticket is provided within 24 hours.

### 4.4.2 Locations Where Installations Performed

Installations will be performed at designated the Village facilities.

### 4.4.3 Equipment

Equipment will be mounted securely in vehicle, inside an environmental tamper-proof protective casing system that is water and salt resistant. All equipment shall be able to operate in a vibrating environment and can easily display LED light indications from the modem to ensure proper functionality. Provisions shall be made to protect all equipment and components from vandalism and physical abuse.

### 4.4.4 Project Schedule

Desired completion date for total installation, testing and full deployment is scheduled to be completed no later than TBD.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Quantity/Media</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delivery of 300 GPS devices in vehicles</td>
<td></td>
<td>Within 30 Days ARO</td>
</tr>
<tr>
<td>2</td>
<td>Instruction manuals, technical repair manuals, and troubleshooting manuals</td>
<td>Minimum of five (5) of each type in both hardcopy and electronic formats</td>
<td>Concurrent with Installation</td>
</tr>
<tr>
<td>3</td>
<td>Installation and Technical Training</td>
<td>Up to three (3) automotive technicians</td>
<td>Within three (3) business days of installation start date</td>
</tr>
<tr>
<td>4</td>
<td>Administrative/Management Training</td>
<td>Up to three (3) management and/or administrative personnel</td>
<td>Within three (3) business days after completed installation</td>
</tr>
</tbody>
</table>

An example Project Schedule is provided below, and full Project Schedule spreadsheet will be provided in an electronic format.
### Daily Total

<table>
<thead>
<tr>
<th>Date</th>
<th>Units</th>
<th>Start Time</th>
<th>Last Install Start Time</th>
<th>Multi Day Install Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/8/2017</td>
<td>33</td>
<td>8am</td>
<td>6pm</td>
<td>1 and 2</td>
</tr>
<tr>
<td>2/9/2017</td>
<td>33</td>
<td>8am</td>
<td>6pm</td>
<td>2</td>
</tr>
<tr>
<td>2/10/2017</td>
<td>33</td>
<td>8am</td>
<td>6pm</td>
<td>3</td>
</tr>
<tr>
<td>2/11/2017</td>
<td>33</td>
<td>8am</td>
<td>6pm</td>
<td>4</td>
</tr>
<tr>
<td>2/13/2017</td>
<td>33</td>
<td>8am</td>
<td>6pm</td>
<td>1 and 2</td>
</tr>
<tr>
<td>2/14/2017</td>
<td>33</td>
<td>8am</td>
<td>6pm</td>
<td>2</td>
</tr>
<tr>
<td>2/15/2017</td>
<td>33</td>
<td>8am</td>
<td>6pm</td>
<td>3</td>
</tr>
<tr>
<td>2/16/2017</td>
<td>33</td>
<td>8am</td>
<td>6pm</td>
<td>4</td>
</tr>
<tr>
<td>2/17/2017</td>
<td>33</td>
<td>8am</td>
<td>6pm</td>
<td>1 and 2</td>
</tr>
<tr>
<td>2/18/2017</td>
<td>33</td>
<td>8am</td>
<td>6pm</td>
<td>2</td>
</tr>
<tr>
<td>2/20/2017</td>
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<td>3</td>
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<td>2/21/2017</td>
<td>33</td>
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<td>33</td>
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<td>8am</td>
<td>6pm</td>
<td>2</td>
</tr>
<tr>
<td>2/24/2017</td>
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<td>6pm</td>
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<td>2/25/2017</td>
<td>33</td>
<td>8am</td>
<td>6pm</td>
<td>4</td>
</tr>
</tbody>
</table>

### Weekly Total

- **Week 1**: 0
- **Week 2**: 179
- **Week 3**: 150
- **Total**: 334
4.5 Vendor Roles and Responsibilities with Resumes and Qualifications

4.5.1 Vendor Roles & Responsibilities
Fleet Analytics will provide personnel and equipment in support of the following:

1. Project/Contracts Manager
2. Installation Manager
3. Certified Installation Technicians
4. All equipment, cables, materials and supplies for installation of GPS devices into vehicles.
5. Customer Service and Onboarding personnel to support setup and configuration of PinPoint Fleet Manager and Admin and User training.
6. Test and Acceptance support.
7. Ongoing system Maintenance and Support

4.5.2 Key Personnel
Mr. Page will be the overall Project Manager and will be the primary point of contact and will be responsible for all contractual and technical related items. Mr. Brian Schulze will be the Installation, Safety, Quality and Training Manager and will be responsible for the management of field installation personnel, adherence to quality and safety standards and training.

4.5.2.1 Gary Page – Project & Contracts Manager
Gary Page has over 20 years of experience developing and implementing cloud-based solutions for clients who require remote monitoring and control software and GPS tracking applications. Mr. Page has managed very large projects in both the commercial and Government sectors.

Professional Accomplishments:
- Electrical Engineering Degree from Georgia Institute of Technology
- Entrepreneurial - Has participated in several startup companies and currently is the President/CEO and Owner of Fleet Analytics.
- Has managed over $50M in commercial and government contracts relating to remote monitor and control and GPS tracking systems.

4.5.2.2 Brian Schulze – Installation, Training, Safety & Quality Control Manager
Brian Schulze has over 20 years of experience in the GPS Tracking Industry, demonstrating a consistent record of increasing profit throughout his tenure. He was instrumental in reducing overhead and creating safety programs and quality control programs. His strengths include project management for over 250k installations, implementing quality control for over 500k installations, implementing safety programs for over 250k installations, budgeting, cash management, and internal and external reporting.
4.5.2.3  Brian Dillon – Customer Service Manager
Brian Dillon manages Fleet Analytics Customer Service and Support Team provide day-to-day telephone and email support to our customers.

4.6  Recommended Village Project Roles and Responsibilities
Village shall provide:

1. Project/Contracts Manager
2. Fleet Operations Director to coordinate availability of vehicles and work directly with the Fleet Analytics Installation Manager to schedule GPS device installation in Village vehicles.
3. Provide locations and facilities to allow Fleet Analytics installation personnel access to vehicles with adequate climate and lighting.
4. Provide 1 – 2 Admin personnel that will be assigned as Administrators in the PinPoint Fleet Manager application and participate in Admin Training.
5. Provide Account Payable point of contact.

4.7  Safety & Quality Assurance Approach
Fleet Analytics provides the following training to its office staff and field technicians:

- Full Safety Training
- Full Quality Control Training
- Fully I.V.E.S certified (In Vehicle Electronics Specialist)

4.8  Maintenance and Support
Fleet Analytics Maintenance & Support Service requirements for repair/warranty/service call as follows:

1. Provide phone and internet support services, consultations, and technical assistance 24 hours per day, with the exception of the holidays observed by the Village. Maintenance will not commence until the AVL Global Positioning System has been accepted by the Village in accordance with the terms of the Contract.
2. Maintain, in operating condition, the AVL Global Positioning System hardware and software provided to the Village pursuant to the Contract.
3. Provide ongoing programming on an as-needed basis.
4. Provide compatibility upgrades to current system as new versions are released.
5. Provide hardware upgrades required by technology changes or cellular communications systems.
6. Install software for problem tracking and error recording software.
7. Maintain the problem tracking and error recording software.
8. Maintain an off-site backup of all software and modifications. The maximum down time must be less than 24 hours.
9. Replace any broken or damaged wireless AVL Global Positioning System units within 24 hours after a natural disaster.

10. Provide for a minimum purchase of up to four inactivated wireless AVL Global Positioning System units for stock parts.

11. Provide technical and maintenance support to the Village.

12. Provide ongoing system support and maintenance, including upgrades, bug fixes and patches, and other technical support necessary for the Village to operate the system.

5  Training Plan

Fleet Analytics provide training on the GPS System (software and GPS units). Training will be customized to customer requirements to allow users to utilize the GPS System in their normal functions. The customer will also be provided with an electronic tutorial as well as a training manual.

Onsite training will be conducted at the time of GPS tracking hardware installation.

Additional, as required or needed, will be provided via online WebEx or GoToMeeting or similar webbased conferencing systems.

5.1  Training Outlines

5.1.1  Admin Training

The following is an outline for Administrator Training:

1) Login Procedure
2) MapView Section
   a) Map Area
   b) Selecting Map Layer
   c) Using Google Street View
   d) Using Search Address
   e) Using Closest Asset Search
   f) Navigation Tree
3) History Section
   i) Line Draw
   ii) Breadcrumbs
4) Reports Section
   i) Report Unit
   ii) Report Type
   iii) Date Range
   iv) Route Mapping
   v) Tabular Report
vi) Exporting
vii) Printing
viii) Scheduled Reports

5) Notifications Section
   i) Creating Notifications

6) Geozones Section
   i) Drawing Gezones
   ii) Importing Geozone Coordinates

7) Landmarks Section
   i) Creating Landmarks
   ii) Importing Landmark

8) Driver Scoring Section

9) Admin Section
   a) Users
      i) Creating New Users
      ii) Creating User Groups
   b) Assets
      i) Updating Asset information
      ii) Creating Asset Groups
   c) Drivers
      i) Creating Drivers
      ii) Creating Driver Groups
   d) Landmarks
      i) Creating Landmark Groups
   e) Roles
      i) Creating Roles
      ii) Account Profile

5.1.2 User Training
User training will include all of the sections above with the exception of the Admin Section training.

5.2 Training Support Execution
Fleet Analytics has performed many GPS installations in many different locations requiring identifying and coordinating travel requirements with installation and technical personnel. We not only coordinate travel arrangements for Fleet Analytics personnel, but we also directly coordinate with the customer personnel to set expectations such as arrival time at site, estimated length of stay on site, identify and coordinate any special on-site safety and/or security requirements.
Coordination with the end user or customer is required to insure specific location and availability of assets/vehicles.

On-site personnel are well equipped with necessary tools, Van stock, training, installation guides and check lists to insure proper and high-quality service. On-site personnel will coordinate with headquarters to ensure the GPS equipment is operational prior to leaving the site.

6  Documentation
Fleet Analytics has provided the PinPoint Fleet User Manual and Reports Description Supplemental Documents as separate document submittals.

7  Testing Plan
Fleet Analytics will test all equipment and system functionality in all vehicles and trucks to ensure all connectivity is fully operational. District personnel shall be present during all installation locations to observe all testing procedures performed. All installations will undergo acceptance testing by the District.

7.1  Functional Testing
Functional testing will test and demonstrate each of the discrete functional capabilities of PinPoint Fleet Manager. The functional areas are:

1) Login Procedure
2) MapView Section
   a) Map Area
   b) Selecting Map Layer
   c) Using Google Street View
   d) Using Search Address
   e) Using Closest Asset Search
   f) Navigation Tree
3) History Section
   i) Line Draw
   ii) Breadcrumbs
4) Reports Section
   i) Report Unit
   ii) Report Type
   iii) Date Range
   iv) Route Mapping
   v) Tabular Report
   vi) Exporting
vii) Printing
viii) Scheduled Reports

5) Notifications Section
   i) Creating Notifications

6) Geozones Section
   i) Drawing Gezones
   ii) Importing Geozone Coordinates

7) Landmarks Section
   i) Creating Landmarks
   ii) Importing Landmark

8) Driver Scoring Section

9) Admin Section
   a) Users
      i) Creating New Users
      ii) Creating User Groups
   b) Assets
      i) Updating Asset information
      ii) Creating Asset Groups
   c) Drivers
      i) Creating Drivers
      ii) Creating Driver Groups
   d) Landmarks
      i) Creating Landmark Groups
   e) Roles
      i) Creating Roles
      ii) Account Profile

7.2 Operational Testing
Operational test will test and demonstrate the full operability of all integrated components to validate associated user and maintenance documentation of PinPoint Fleet Manager. Using the Functional Test areas, operational testing will demonstrate that PinPoint Fleet Manager is fully operational with the installed GPS devices.

7.3 Performance (Benchmark) Testing
Performance testing will demonstrate that PinPoint Fleet Manager meets or exceeds stated requirements and performance capabilities. Using the Functional Test areas, performance testing will demonstrate that PinPoint Fleet Manager is accurately acquiring and displaying GPS device information such as vehicle speed, idling, odometer, other diagnostic data, etc.
7.4 Final Acceptance Testing
Once Performance Testing has been completed, Final Acceptance Testing will be performed formally with the Village to document and demonstrate that PinPoint Fleet Manager is ready for live implementation.

8 Technology Overview

8.1 Desktop platforms supported
PinPoint Fleet Manager is support on all computing platforms that have access to the Internet and have an operating system (OS) that supports any standard Internet browser such Chrome, Firefox, Edge and Safari.

8.2 Current cloud management tool version and update frequency
Fleet Analytics has an ongoing development roadmap that addresses new features and capabilities as well bug fixes and minor updates. On average PinPoint Fleet Manager is update every 6 – 8 weeks for bug fixes and minor updates. Major new feature releases occur less frequently.

8.3 Security Administration and user set-up
User setup and security administration is described in detail in Paragraphs 4.8.9 and 4.8.10. Additionally, PinPoint Fleet Manager has been integrated with Shibboleth Single Sign-On Software.

Shibboleth Single Sign-On and Federating Software is a standards based, open source software package for web single sign-on across or within organizational boundaries. It allows sites to make informed authorization decisions for individual access of protected online resources in a privacy-preserving manner.

8.4 Planned lifecycle for all recommended hardware
The proposed GPS device hardware is using 4G/LTE technology which is the current state-of-the-art technology and will be supported for a minimum if of 3 – 5 years by the major cellular carriers. 5G cellular technology is already being implemented and Fleet Analytics will deploy 5G products when they become available from our hardware suppliers.

8.5 Known shortcomings of the products recommended
The most known shortcoming of the proposed GPS devices is the ability of the device to access the proprietary data (PIDS) on the various vehicle year, make and model. The OBD II Standard dictated by the US Federal Government provides a limited set of vehicle data. Beyond the limited set of PIDS are the proprietary PIDS and are only available through licensing agreements. Since there is no standardization from vehicle manufacturer to manufacturer, the GPS device manufacturer has to have a separate set of PID access for each vehicle year, make and model.
8.6 Security highlights
PinPoint Fleet Manager is hosted in a SOC II Compliant Hosting facility as described in Paragraph 4.4.3. Additionally, PinPoint Fleet Manager employs a Secure Socket Layer (SSL) Certificate that encrypts the data communications between the PinPoint Fleet Manager server and the User’s computer. Thus, when accessing the PinPoint Fleet Manager URL, the URL address starts with HTTPS://. This encryption and security provides the same level of security as logging into an online bank account and performing financial transactions.

8.7 Multiple Environments – number and types supported and how they are utilized
PinPoint Fleet Manager is support on all computing platforms that have access to the Internet and have an operating system (OS) that supports any standard Internet browser such Chrome, Firefox, Edge and Safari.

Fleet Analytics has also developed PinPoint Fleet Mobile that is a native app designed to run on Apple iOS and Android smartphones and tablets. PinPoint Fleet Mobile is available for download on the Apple iTunes Store and Google Play Store.

9 Warranty
Fleet Analytics warrants both GPS tracking hardware and PinPoint Fleet Manager software to be free from defects due to materials and/or workmanship. Fleet Analytics will replace any failed GPS tracking hardware device free of charge for the duration of the contract. Fleet Analytics will fix and update PinPoint Fleet Manager for any identified bugs or performance issues free of charge for the duration of the contract.

The Warranty will start at the time of installation of a GPS tracking hardware device into a vehicle.

10 Support
Fleet Analytics will meet the Village Maintenance & Support Service requirements for repair/warranty/service call as follows:

A. Provide phone and internet support services, consultations, and technical assistance 24 hours per day, with the exception of the holidays observed by the Village. Maintenance will not commence until the AVL Global Positioning System has been accepted by the Village in accordance with the terms of the Contract.

B. Maintain, in operating condition, the vehicle GPS Tracking System software provided to the Village pursuant to the Contract.

C. Provide ongoing programming on an as-needed basis.
D. Provide compatibility upgrades to current system as new versions are released.
E. Install software for problem tracking and error recording software.
F. Maintain the problem tracking and error recording software.
G. Maintain an off-site backup of all software and modifications. The maximum down time must be less than 24 hours.
H. Provide technical and maintenance support to the Village.
I. Provide ongoing system support and maintenance, including upgrades, bug fixes and patches, and other technical support necessary for the Village to operate the system.

11 Contract Performance
Fleet Analytic has not during the past five years the vendor has had a contract terminated for convenience, non-performance, or any other reason, nor has Fleet Analytics entered into legal action with a customer.

12 RFP Exceptions
Fleet Analytics takes no exceptions to the RFP.
ATTACHMENT TWO

END USER LICENSE
This PinPoint Fleet Manager End User License Agreement (the “EULA”) is an Attachment to, and is hereby incorporated into, the mutually agreed upon Agreement number 22010 between the Village of Wilmette and FLEET ANALYTICS,

1. SCOPE OF SERVICES. For purposes of this Attachment, the term “PinPoint Fleet Manager Services” will mean access to PinPoint Fleet Manager Software-as-a-Service (SaaS) cloud based service.

2. PINPOINT FLEET MANAGER SERVICES

2.1 Grant of Access. Subject to Village’s compliance with the terms and conditions contained in the Agreement, including this Attachment, FLEET ANALYTICS hereby grants to Village during the Agreement term a non-exclusive, non-transferable, non-sub-licensable, right to allow Authorized Users and Generic Users to access and use the PinPoint Fleet Manager Services, subject to any restrictions set forth in any Order Form, including any limitation on the number or category of Authorized Users or Assets. The PinPoint Fleet Manager Services may be used to track only the Assets as defined herein and not any device or asset that falls outside the scope of Asset as defined herein. Authorized User means each of Village’s employees, agents, and independent contractors who are provided Access Protocols (as defined below) by Village or FLEET ANALYTICS. “Generic User(s)” means each “View Only” account created for the purpose of displaying Village Tracking Information on the Village’s website accessible to Village Residents and non-residents alike. “Assets” are assets tracked by the PinPoint Fleet Manager Services as described in more detail in Attachment One of the Agreement. Village will be responsible for all acts and omissions of Authorized Users. Village and its Authorized Users will access and use the PinPoint Fleet Manager Services solely in conformance with the Documentation.

2.2 Procedures and Technical Protocols. FLEET ANALYTICS will specify to Village procedures according to which Village may establish and obtain access to, and use of, the features and functions of the PinPoint Fleet Manager Service, including, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures (collectively, “Access Protocols”), to the limited extent any of the foregoing may be necessary to enable Village to provide access to the features and functions of the PinPoint Fleet Manager Service via the Internet or other dedicated point-to-point connection.

2.3 Responsibility for Hosting of Service. As between the Parties, FLEET ANALYTICS will bear responsibility, at its own expense, for hosting and operation of hardware and software necessary to provide the PinPoint Fleet Manager Services. Documentation in the form of text and/or graphical information contained in user guides may be provided that describe the features, functions and operation of the PinPoint Fleet Manager Service, whether in electronic or printed format, provided by FLEET ANALYTICS to Village.

2.4 Technical Support Services. Subject to the terms and conditions of this Agreement including the payment of the applicable fees, FLEET ANALYTICS will, during the period of time for which support fees have been paid to FLEET ANALYTICS, provide Technical Support Services to eligible support recipients during PinPoint Fleet Manager ordinary and customary business hours in accordance with its standard policies and procedures.

2.5 Usage Restrictions. With the understanding that for purposes of this Section, the term PinPoint Fleet Manager Services, Village will not: (i) assign, sublicense, transfer, lease, rent or distribute any of its rights in the PinPoint Fleet Manager Service; (ii) port, translate, localize or create derivative works based upon the PinPoint Fleet Manager Service in any manner; (iii) reverse assemble, decompile, reverse engineer, translate or otherwise attempt to derive or obtain the source code, the underlying ideas, algorithms, structure or organization of the PinPoint Fleet Manager Service; (iv) copy or duplicate the PinPoint Fleet Manager Service; (v) use the PinPoint Fleet Manager Service for the benefit of any third party, excluding Guest Users, including as part of any service bureau, time sharing or third party training arrangement; or (vi) publish any benchmark testing results on any Product without FLEET ANALYTICS’s written consent. Village acknowledges that nothing in this Attachment will be construed to grant Village any right to obtain or use any source code. Village will use the PinPoint Fleet Manager Service in accordance with the Documentation, and Village will ensure that its use of the PinPoint Fleet Manager Service complies with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the parties or the PinPoint Fleet Manager Service.

2.6 Village Content. Village hereby grants to FLEET ANALYTICS a limited, royalty-free, license: (a) during the term of use, copy, display, disclose, modify and distribute the Village Content solely for the purpose of providing the PinPoint Fleet Manager Service; (b) for research and other purpose reasonably required to develop, deliver and provide to Village ongoing innovation to the PinPoint Fleet Manager Service and (c) on a perpetual basis, to use, copy, display, disclose, modify and distribute an anonymized set of Village Content solely to create and compile aggregated data and/or statistics; provided, however, in any such aggregated data or statistics, FLEET ANALYTICS will ensure that the Village Content is used in aggregated form only and in a manner that is not directly attributable to or identified with Village.

2.7 Continuous Development. Village acknowledges that FLEET ANALYTICS may continually develop, deliver and provide to Village on going innovation to the PinPoint Fleet Manager Service in the form of new features, functionality, and efficiencies. FLEET ANALYTICS will make known to Village any material modification to the PinPoint Fleet Manager Service at least thirty (30) calendar days prior to the effectiveness of such modification. Some modifications will be provided to Village at no additional charge. FLEET ANALYTICS may condition the implementation of additional functionality upon the payment of additional fees (i.e., a premium service) but only if FLEET ANALYTICS generally charges other Villages for this additional functionality and FLEET ANALYTICS allows Village to continue using the version of the PinPoint Fleet Manager Service that FLEET ANALYTICS makes generally available (without such features) without paying additional fees.

3. SUSPENSION OF SERVICE. AT ANY TIME DURING THE TERM, FLEET ANALYTICS MAY, IMMEDIATELY UPON NOTICE TO VILLAGE, SUSPEND ACCESS TO THE PINPOINT FLEET MANAGER SERVICES FOR THE FOLLOWING REASONS: (A) A THREAT TO THE TECHNICAL SECURITY OR TECHNICAL INTEGRITY OF THE SERVICES OR (B) ANY AMOUNT DUE UNDER THIS AGREEMENT IS NOT RECEIVED BY FLEET ANALYTICS WITHIN FORTY-FIVE (45) DAYS AFTER IT WAS DUE.