AGENDA FOR THE REGULAR MEETING OF THE
PRESIDENT AND BOARD OF TRUSTEES

Village Board Council Chambers
Tuesday, September 13, 2022
7:30 p.m.

1.0 **ROLL CALL**

2.0 **PUBLIC COMMENT**¹

2.1 Public comment emails.

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 August 23, 2022.

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](mailto: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 Zoning Board of Appeals Report, Case #2022-Z-35, 301 Sheridan Road, regarding a request for a special use for unusual recreation equipment to permit the retention of a sport court in accordance with the plans submitted. The use shall run with the use; adoption of Ordinance #2022-O-58.

3.3 Zoning Board of Appeals Report, Case #2022-Z-47, 20 Frontage Road, regarding a request for an expansion of a special use (wireless telecommunications equipment), a variation to permit the alteration of a legal non-conforming structure, a 7.75’ side yard setback variation (array), a 5.25’ side yard setback variation (equipment) and a 7.0’ height variation to permit the installation of new wireless telecommunication equipment, including a new antenna array, on the existing monopole and associated ground equipment in accordance with the plans submitted. The use shall run with the use; adoption of Ordinance #2022-O-59.

3.4 Zoning Board of Appeals Report, Case #2022-Z-45, 3534 Forest Avenue, regarding a request for a 542.83 square foot (5.97%) total floor area variation, a 0.06’ front yard setback variation and a 0.57’ first floor height variation to permit the retention of a new home in accordance with the plans submitted; adoption of Ordinance #2022-R-60.

3.5 REQUEST TO TABLE TO THE REGULAR VILLAGE BOARD MEETING OF OCTOBER 11, 2022 - Zoning Board of Appeals Report, Case #2022-Z-48, 924 Forest Avenue, regarding a request for a special use to permit an accessory structure in excess of 200 square feet, a variation to allow the installation of an accessory structure on a lot without a principal structure, a 2.42’ accessory structure height variation (roof) and a 4.42’ accessory structure height variation (chimney) to permit the construction of an accessory structure without a principal structure in accordance with the plans submitted.

3.6 Plan Commission Report, Case #2022-P-02, 1100 Ridge Road, regarding a request for final plat approval for a two-lot subdivision in accordance with the plans submitted; adoption of Resolution #2022-R-89.

FINANCE COMMITTEE CONSENT AGENDA

3.7 Approval of the August 2022 Disbursement Report.

ADMINISTRATION COMMITTEE CONSENT AGENDA

3.8 Reappointment of David Farina to the Police Pension Board of Trustees.

3.9 Adoption of Resolution #2022-R-90 authorizing the Village Manager to execute a contract in the amount of $153,510 with Tyler Technologies, Inc., Dallas, Texas, for annual licensing and support services for the Tyler Munis Software Application.
MUNICIPAL SERVICES COMMITTEE CONSENT AGENDA

3.10 Adoption of Ordinance #2022-O-54 amending the Village Code, Section 14-453(c) pertaining to residential permit parking.

3.11 Adoption of Resolution #2022-R-69 authorizing an Intergovernmental Agreement between the Village of Wilmette and Cook County for the Skokie Valley Trail Project.

3.12 Adoption of Resolution #2022-R-71 authorizing an Intergovernmental Agreement between the Village of Wilmette and the Village of Northfield for the Skokie Valley Trail Project.

3.13 Adoption of Resolution #2022-R-91 authorizing the Village Manager to execute a contract in the amount not-to-exceed $39,866 with Atlas Engineering Group, Ltd., Northbrook, Illinois, for topographic survey services for future capital improvement projects.

3.14 Adoption of Resolution #2022-R-92 authorizing the Village Manager to execute a contract in the amount not-to-exceed $32,898 with Rileigh's Outdoor, LLC, Allentown, Pennsylvania, for winter holiday décor.

3.15 Adoption of Resolution #2022-R-93 authorizing the Village Manager to execute a contract amendment with Lechner and Sons, Inc., Mount Prospect, Illinois, for uniform rental and cleaning.

3.16 Adoption of Resolution #2022-R-94 authorizing the Village Manager to execute a contract amendment with Muzik Mechanical Partners, Inc., Highland Park, Illinois, for HVAC preventative maintenance, demand hourly services and emergency repairs.

3.17 Adoption of Resolution #2022-R-95 authorizing the Village Manager to execute a contract in the amount not-to-exceed $25,310 with D. Kersey Construction Co., Northbrook, Illinois, for window replacement at Fire Station 27.

3.18 Adoption of Resolution #2022-R-96 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $12,600 with Murray & Trettel, Inc., Palatine, Illinois, for weather forecasting services.

3.19 Adoption of Resolution #2022-R-99 authorizing the Village Manager to execute a contract in the amount not-to-exceed $249,705 with 72 Hour LLC dba National Auto Fleet Group, Watsonville, California, for the purchase of five Ford Police hybrid utility interceptors.

3.20 Adoption of Resolution #2022-R-100 authorizing the Village Manager to execute a contract in the amount not-to-exceed $213,105 with Currie Motors Fleet, Frankfort, Illinois, to purchase five Ford Police hybrid utility interceptors.
3.21 Approval to waive the competitive bid process for the purpose of negotiating terms with Power Equipment Leasing Co., Romeoville, Illinois, for the purchase of a forestry aerial boom unit and chipper box truck.

**PUBLIC SAFETY COMMITTEE CONSENT AGENDA**

3.22 Adoption of Resolution #2022-R-97 approving a reciprocal reporting agreement between the Village of Wilmette Police Department and New Trier High School.

**JUDICIARY COMMITTEE CONSENT AGENDA**

3.23 Adoption of Ordinance #2022-O-37 increasing the number of Class B-1 Liquor Licenses (Buck Russell's).

**4.0 REPORTS OF OFFICERS**

4.1 Proclamation designating September 15, 2022 to October 15, 2022, as National Hispanic Heritage Month in the Village of Wilmette.

4.2 Adoption of Resolution #2022-R-98 urging the Illinois General Assembly to enact firearm safety regulations.

4.3 Status update on West Park Tennis Special Use Conditions.

4.4 Request for Executive Session pursuant to Section 2 (c)(11) of the Open Meetings Act to discuss pending, probable or imminent litigation and request for Executive Session pursuant to Section 2 (c)(6) of the Open Meetings Act to discuss setting of price for sale or lease of public property.

**5.0 REPORT OF LIQUOR CONTROL COMMISSIONER**

**6.0 STANDING COMMITTEE REPORTS**

6.1 Land Use Standing Committee Report
All items listed on the Consent Agenda.

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
All items listed on the Consent Agenda.

6.6 Judiciary Standing Committee Report
All items listed on the Consent Agenda.
6.7 Reports from Special Committees

7.0 New Business

8.0 Adjournment
Dear Police Chief Murphy,

It was reassuring to have Detective Sokolnik at the Village Board meeting last night, given how my neighbors and I are being treated by the Park District and Village. On Monday night between the Park Board meeting and Committee meeting, which occurred back to back at 6:00 pm and 6:30 pm in the Mallinckrodt Center, Park Board President Mike Murdock aggressively approached me over my protest and threatened me in front of many witnesses including Paul Hahn (cc'd here). I later learned that *someone* from the Park District had summoned two police officers to Mallinckrodt around that time, and that they were waiting in the hall outside the Committee meeting after it started moments later. It appears the Board President was purposely trying to antagonize me before the 6:30 meeting so that the officers would be ready to come in without my knowledge, for what legal purpose I'm not sure. In the event, the officers appear to have left without incident.

To avoid situations like this going forward, I request that there be police presence like Detective Sokolnick's attendance at the Village Board meeting last night at all Park Board and Committee meetings going forward. I will certainly feel more safe and secure not being subject to such attempts at manipulation and improper governmental conduct, not to mention being approached by a commissioner with threats against my repeated statement that I did not wish to converse with him.

The courtesy of a response to this message would be greatly appreciated.

Sincerely,

Patrick O'Gara
From: Paul Hahn
Sent: Thursday, August 25, 2022 8:25 AM
To: westpark@wilpark.org; Wilson, Steve; Comment, Public; Adler, John
Cc: Kennedy, Mike (PD Retiree); Patrick Ogara; Hahn Paul
Subject: West Park Landscape questions
Attachments: We sent you safe versions of your files; West Park Landscape questions.pdf; ATT00001.txt

This message originated from an external source. Please use caution in handling it.

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.
Good Morning,

My comments on the West Park landscaping and lighting Projects are below. Please note that I did not use the term "improvements" as you have because I do not feel that they are 'improvements'. Please feel free to respond to my questions, comments and or concerns. Otherwise I will assume you agree with my opinions and suggestions. After all, you seem to think that "silence is a sign of approval".

1. The plans mention a "Berm". It is not clearly marked and does not have any elevations marked on the drawing. I can only see this location as being disastrous for the closest homes by flooding out their yards and garages located to the east. Where else is the water going to go??

2. The plans call for bushes / trees to be planted. What height are these above ground after being planted both on the berm and other areas? Can larger ones be purchased?

3. What effect will these bushes and small evergreens have? What will they actually accomplish other than softening the light at ground level seeing that the courts are approximately 4.5 ft above ground? Light and Noise emitted from the raised courts will be at 4.5 ft and above. Typically this type of landscaping does very little for sound deadening coming from above the majority of the plant growth. Please give additional thought to Walter Keefe’s suggestion of Acoustic Fencing around the North, East and West side of the courts.

4. What are the plans if any for the north side of the courts adjacent to your artificial turf? The noise and light issues will still remain there, traveling north and east through the park and adjoining properties.

5. In my humble opinion there must be some sort of additional shielding for the lights, If not purchase new ones that do a better job. You have 3 million dollars so money is not an issue!!

Mr. Hahn
Paul,

It was nice seeing you at the golf course yesterday and I really appreciated our conversation and clearing the air between us. I was especially pleased to hear that you did not feel like I had threatened you in my comments when I forwarded your email to Village staff.

Specific to your email from yesterday, thank you for sending it, and I copied and pasted your questions from your attached PDF below, and I have provided my answers below in red font.

1. The plans mention a “Berm”. It is not clearly marked and does not have any elevations marked on the drawing. I can only see this location as being disastrous for the closest homes by flooding out their yards and garages located to the east. Where else is the water going to go?? The engineers at Gewalt Hamilton have included drainage improvements and storm water collection to ensure that your concern does not become a reality. Furthermore, the Village of Wilmette requires the Park District to file for, and be granted, a grading permit where they review the plans to ensure that any grading work done on our property does not adversely impact another property when it comes to storm water management.

2. The plans call for bushes / trees to be planted. What height are these above ground after being planted both on the berm and other areas? Can larger ones be purchased? Please see the attached narrative document that our landscape designer, Upland Design, created at John Adler's request when he was reviewing the landscape plans initially. It provides a lot of information about heights of the berm and the plantings, both initially and over time. Upland Design also attended and presented the plans to the Committee of the Whole on June 27th, and questions were asked by Commissioners about the height of plants as well. Below is the link to the audio from that meeting so you can hear not only the questions, but the answers from the landscape architect. I hope this information answers your questions, but if not, let me know.

https://www.dropbox.com/s/0jcmd21dgrjh8hd/220627_0175.MP3?dl=0

3. What effect will these bushes and small evergreens have? What will they actually accomplish other than softening the light at ground level seeing that the courts are approximately 4.5 ft above ground? Light and Noise emitted from the raised courts will be at 4.5 ft and above. Typically this type of landscaping does very little for sound deadening coming from above the majority of the plant growth. Please give additional thought to Walter Keefe’s suggestion of Acoustic Fencing around the North, East and West side of the courts. The vegetation around the courts was discussed at the June 27th meeting as well, and you are correct, they are initially going to only provide a light buffer as light spills outside the court and onto the ground immediately surrounding the courts. As the shrubs grow, the buffer they provide will extend in time. In addition, the other plantings in the park, like along the berm, provide buffers at higher elevations more immediately. With all of that said, the landscape architects are looking into additional or different plantings on the east side of the courts. Based on your email and other
comments at our recent meetings, we have asked them to propose a solution for the northern perimeter as well. As for sound mitigation, I agree that vegetation is not as effective as a solid structure such as the acoustic fencing that was discussed in relation to the proposed pickleball courts. The Village Ordinance approving the addition of the two paddle courts requires us to complete an additional sound study during peak times of usage. Once we have this data, the Village and District will review the results of the study to determine if additional mitigations should be considered.

4. What are the plans if any for the north side of the courts adjacent to your artificial turf? The noise and light issues will still remain there, traveling north and east through the park and adjoining properties. As I mentioned in my response to number 3 above, we are going to ask the landscape architects to propose a solution.

5. In my humble opinion there must be some sort of additional shielding for the lights. If not purchase new ones that do a better job. You have 3 million dollars so money is not an issue!! The existing light fixtures on the courts are designed for platform tennis and the shields that are now installed come from the same light manufacturer and are the only shields they have for these fixtures. I understand your opinion, and please know that we want to make it as good as possible for the neighbors but we also want to have the appropriate lighting for the intended use of the courts. We feel we have reduced the halo effect of the lights which helps reduce the overall light when looking across the park, but we understand that this does not shield the bulb of each fixture fully from all locations and all points of view. Per the discussion our staff have had with the owner at Total Platform, adding a fourth side to the shields would negatively impact the quality of the lighting on the courts. My personal hope is that between the shields and the landscaping, especially as the landscaping matures, the light will be buffered to a point that you and other neighbors of the park feel that we have made the proper adjustments and are satisfied.

Thank you.

Steve Wilson
Executive Director
Wilmette Park District
www.wilmettepark.org
847-256-9617

From: Paul Hahn
Sent: Thursday, August 25, 2022 8:25 AM
To: WestPark Project <westparkproject@wilpark.org>; Steve Wilson <swilson@wilpark.org>
cc: publiccomment@wilmette.com; John Adler <adlerj@wilmette.com>; Deb Kennedy; Patrick Ogarra; Hahn Paul
Subject: [external] West Park Landscape questions

Paul Hahn
West Park Landscape Narrative:

With the recreational development of West Park the Park District would like to increase the visual screening as well as the aesthetics of the park by including new landscaping and a berm along the east property line. The berm will have a varying height. At the north end it will have a height of 1‘ above existing grade and work its way up to a 5‘ height at the south end. The berm will be landscaped and the remainder will be seeded with lawn seed.

The landscaped berm will include a mix of native shade trees, evergreen trees and ornamental trees. The evergreen trees will be installed at a height of 6‘ minimum, Black Hills Spruce is a slow growing evergreen and will add 6 – 10” a year and the Vanderwolf Limber Pine grows faster than the Black Hills Spruce adding 12 – 18” of new growth a year. After 10 years the Black Hills Spruce would add on about 5’ of growth making them 11’, while the Limber Pine would add 12’ of growth making them 18’ tall. For the shade trees both the Kentucky Coffeetree and the White Oak have a slow to medium growth rate. Both species will typically add on between 8 – 10” a year, however they can add up to 24” a year with the right conditions. 2.5” caliper balled and burlapped trees are approximately 8’ height when they are installed. After a growing period of 10 years both trees will add on 80” which is 6‘ 8”, the shade trees would be a total of 14’ 8” after the 10 year growth period. The Eastern Redbuds that will be added to the berm are to be installed as multi-stem balled and burlapped trees. They are to be installed at a 6’ height and have a moderate growth rate meaning they can add on 12 – 24” of new growth a year. After 10 years the Redbuds will add on 12’ of growth making them about 18’ tall. Added along with the berm, the total screening along the east side of the site would be between 8’ – 12’ when install and 18‘- 21’ in 10 years.

Continued layered screening of the park, there are existing shade trees around the playground that are mature and will offer screening of the platform tennis courts. In addition, new evergreen arborvitae shrubs will be installed at the base of platform tennis. These will be installed at a 6‘ height and have a moderate growth rate. In 10 years the arborvitae will be 16‘ height. Existing evergreen screening exists along the artificial turf fields at the park as well.

The landscaping around the berm will provide a visual buffer of the park in 10 years and will continue to screen well into the future. The other landscaping will be installed on the site for a Phase II development that will add native perennials and shrubs to the park.
Dear Wilmette Park District,

We are a group of engaged neighbors and friends of West Park providing our current feedback on the Park District's compliance with the May 10, 2022 Village Ordinance related to expansion of the Platform Tennis Club and related issues. We request that this message be included in the packet for the September 12 Park Board meeting. We have also copied the Village of Wilmette's public comment inbox and request that this message be included in the packet for the September 13 Village Board meeting.

Our position was and remains that it was wrong of the Park District to proceed with this project and for the Village to allow any expansion and increase in hours, including to 11 pm on work and school nights for more than half the year, because of the resulting disturbances and other detrimental park, neighborhood and community impacts. Both the Park District and the Village are creating and increasing damage far beyond what any disturbance mitigations could justify or overcome. It is unprecedented and wrong.

We understand that the August 8 Park District mailing was only sent to the neighbors of West Park who were sent the last ZBA hearing notice earlier this year. West Park is the only Wilmette neighborhood park with a playground west of the Edens (the most diverse and isolated part of Wilmette) as well as effectively bordering a Glenview neighborhood. These changes to the park will impact all its users as well as far more neighbors than the ones who were sent the mailing. It should have been sent, at least, to all West of Edens Wilmette residents and a larger number of Glenview neighbors.

In addition, the mailing states that the Park District "welcomes input" and provides contact information for the purpose of asking questions. But the Park District should have more strongly emphasized the importance of feedback, inclusiveness and community and provided a better structure for input. For example, the Park District could have held a meeting and set a corresponding deadline for written community feedback to be received.

These aspects of the August 8 mailing make us concerned that the Park District does not intend to prioritize community feedback, transparency and inclusiveness to any discernible extent, particularly given that the neighborhood demonstrated uniform opposition to any expansion of the Platform Tennis Club earlier this year. Recent disturbing events at Park District meetings, statements made in emails and the limitation of disclosed information about the construction process over the summer significantly increased our concerns.

With respect to the mitigation and other requirements of the May 10 Ordinance and the actions taken by the Park District so far, our current feedback is below.

1. Light shielding. The Park District installed partial light shields on nearly all the current 36 paddle court lights in June without community input. At least one court light remains fully unshielded as of September 1. The partial shields do not achieve the Ordinance's glare reduction and other requirements precisely because they are partial shields that leave one side of every light fully unshielded and two sides of every light only 50% (at most) shielded. It is possible for platform tennis to be played with fully shielded lights, which nearby facilities demonstrate. If different lights must be installed to
achieve full shielding while still providing sufficient light for paddle play, the Village must require that of the Park District. It is not an excuse for continued disturbance of park neighbors—whether the Village considers it a strict ordinance violation or not—that these particular lights cannot be fully shielded.

2. Landscaping/acoustical fencing. The noise situation including shouting and profanities when the paddle courts are in full use until 11 pm (which should never have been allowed by the Village) is extraordinarily disturbing. The Park District should incorporate acoustical fencing in its landscaping plan. Any outdoor features/structures including fencing of any sort can be part of a landscaping plan. There is no data to show -- and it is intuitively nonsensical -- that six feet tall arbor vitae planted against paddle courts that are elevated four feet or more above grade will provide any sound mitigation whatsoever, and the proposed row of arbor vitae appears not to leave enough clearance for acoustical fencing to be added later. No action should be taken that precludes acoustical fencing.

3. Landscaping/northern and western sides. The Park District must also plan light and sound mitigations for the northern and western sides of the paddle courts.

4. Landscaping/proposed berm and drainage. The August 8 mailing did not provide information about the drainage impact of the proposed berm or any of the landscaping changes. The Park District must be transparent about these aspects and the grading permit process, particularly because of the berm’s proximity to the gardens, playground, and the detached garages of two adjoining residential properties.

5. Landscaping/destruction of current plantings. The Park District should very carefully consider the removal of current mature trees and bushes that provide mitigation and other benefits. Although it's clear that there will be removals, such as the large bushes near the Laramie-facing park sign that currently provide some amount of disturbance mitigation, it was not acknowledged or addressed in the August 8 mailing.

6. Use of paddle courts for pickleball. The paddle courts have only been approved by the Village for use playing paddle. The courts are not designed for pickle, which creates a different and significant noise disturbance for park users (including children on the adjacent playground) and nearby residences. The signage required by the May 10 ordinance should include a statement that the paddle courts are ONLY for use to play paddle and should explicitly restrict use for pickleball so that it’s clear that pickle should not be played at any time.

7. Scope creep. We remain strongly concerned that the Park District still intends to proceed with some or all of what was initially included in the "West Park Master Plan" approved by the Park Board in December 2021 with no neighborhood input but that was removed from the plan approved by the Village Board. The Master Plan has never been modified by the Park Board, only the 2022 special use/variation application was modified with the Master Plan unchanged. We understand that references were recently made at a committee meeting to "northern decking" being included in the second phase of construction with the hut expansion next year, but the northern decking expansion over the Glenview water main easement was removed from the plans that were approved by the Village in May 2021. We hope that the Park District will not seek to expand the scope to include such decking or anything else, and that the Village will be vigilant on this issue and all issues of compliance with the May 10 Ordinance and the Zoning Code.

We demand better transparency and respect from both the Park District and Village, and an end to discriminatory treatment of the West of Edens neighborhood.

Thank you.

Friends of West Park Wilmette
Norwood, Karen

From: Judith O'Gara
Sent: Thursday, September 1, 2022 5:51 PM
To: westpark@wilpark.org; Wilson, Steve; Comment, Public
Subject: Re: West Park

This message originated from an external source. Please use caution in handling it.

Dear Park District and Village,

I concur with the message below and request that this be included in the September 12 and September 13 meeting packets. Thank you.

Judith O'Gara

On Thursday, September 1, 2022 at 05:48:53 PM CDT, Friends of West Park Wilmette <friendsofwestparkwilmette@gmail.com> wrote:

Dear Wilmette Park District,

We are a group of engaged neighbors and friends of West Park providing our current feedback on the Park District's compliance with the May 10, 2022 Village Ordinance related to expansion of the Platform Tennis Club and related issues. We request that this message be included in the packet for the September 12 Park Board meeting. We have also copied the Village of Wilmette's public comment inbox and request that this message be included in the packet for the September 13 Village Board meeting.

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In addition, the mailing states that the Park District “welcomes input” and provides contact information for the purpose of asking questions. But the Park District should have more strongly emphasized the importance of feedback, inclusiveness and community and provided a better structure for input. For example, the Park District could have held a meeting and set a corresponding deadline for written community feedback to be received.

These aspects of the August 8 mailing make us concerned that the Park District does not intend to prioritize community feedback, transparency and inclusiveness to any discernible extent, particularly given that the neighborhood demonstrated uniform opposition to any expansion of the Platform Tennis Club earlier this year. Recent disturbing events at Park District meetings, statements made in emails and the limitation of disclosed information about the construction process over the summer significantly increased our concerns.

With respect to the mitigation and other requirements of the May 10 Ordinance and the actions taken by the Park District so far, our current feedback is below.

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achieve the Ordinance's glare reduction and other requirements precisely because they are partial shields that leave one side of every light fully unshielded and two sides of every light only 50% (at most) shielded. It is possible for platform tennis to be played with fully shielded lights, which nearby facilities demonstrate. If different lights must be installed to achieve full shielding while still providing sufficient light for paddle play, the Village must require that of the Park District. It is not an excuse for continued disturbance of park neighbors--whether the Village considers it a strict ordinance violation or not--that these particular lights cannot be fully shielded.

2. Landscaping/acoustical fencing. The noise situation including shouting and profanities when the paddle courts are in full use until 11 pm (which should never have been allowed by the Village) is extraordinarily disturbing. The Park District should incorporate acoustical fencing in its landscaping plan. Any outdoor features/structures including fencing of any sort can be part of a landscaping plan. There is no data to show -- and it is intuitively nonsensical -- that six feet tall arbor vitae planted against paddle courts that are elevated four feet or more above grade will provide any sound mitigation whatsoever, and the proposed row of arbor vitae appears not to leave enough clearance for acoustical fencing to be added later. No action should be taken that precludes acoustical fencing.

3. Landscaping/northern and western sides. The Park District must also plan light and sound mitigations for the northern and western sides of the paddle courts.

4. Landscaping/proposed berm and drainage. The August 8 mailing did not provide information about the drainage impact of the proposed berm or any of the landscaping changes. The Park District must be transparent about these aspects and the grading permit process, particularly because of the berm's proximity to the gardens, playground, and the detached garages of two adjoining residential properties.

5. Landscaping/destruction of current plantings. The Park District should very carefully consider the removal of current mature trees and bushes that provide mitigation and other benefits. Although it's clear that there will be removals, such as the large bushes near the Laramie-facing park sign that currently provide some amount of disturbance mitigation, it was not acknowledged or addressed in the August 8 mailing.

6. Use of paddle courts for pickleball. The paddle courts have only been approved by the Village for use playing paddle. The courts are not designed for pickle, which creates a different and significant noise disturbance for park users (including children on the adjacent playground) and nearby residences. The signage required by the May 10 ordinance should include a statement that the paddle courts are ONLY for use to play paddle and should explicitly restrict use for pickleball so that it's clear that pickle should not be played at any time.

7. Scope creep. We remain strongly concerned that the Park District still intends to proceed with some or all of what was initially included in the "West Park Master Plan" approved by the Park Board in December 2021 with no neighborhood input but that was removed from the plan approved by the Village Board. The Master Plan has never been modified by the Park Board, only the 2022 special use/variation application was modified with the Master Plan unchanged. We understand that references were recently made at a committee meeting to "northern decking" being included in the second phase of construction with the hut expansion next year, but the northern decking expansion over the Glenview water main easement was removed from the plans that were approved by the Village in May 2021. We hope that the Park District will not seek to expand the scope to include such decking or anything else, and that the Village will be vigilant on this issue and all issues of compliance with the May 10 Ordinance and the Zoning Code.

We demand better transparency and respect from both the Park District and Village, and an end to discriminatory treatment of the West of Edens neighborhood.

Thank you.

Friends of West Park Wilmette
Dear Park District and Village Public Comment box,

I concur with the email and statements made by tube Friends of West Park on September 1, 2022 and incorporate them as my own for inclusion in the record.

I would like to add that I object to the constant steamrolling of this project over the residents living near West Park. We have all made it abundantly clear to you that we are concerned about the expansion of the paddle courts and proposed addition of any pickleball courts and the negative effects it will have on our neighborhood and homes. The park district’s actions against us are clearly discriminatory, if not abusive.

Let this serve as a reminder that you are here to serve your community and not yourselves and your personal agendas.

Sincerely,

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Mark B. Grzymala, Principal
Grzymala Law Offices, P.C.
10024 Skokie Blvd, Suite 323
Skokie, IL 60077
p: 847.920.7286 | f: 847.386.1030
mark@grzymalalaw.com | grzymalalaw.com

Construction Law and Commercial Litigation

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On Thu, Sep 1, 2022 at 5:01 PM Friends of West Park Wilmette <friendsofwestparkwilmette@gmail.com> wrote:

Dear Wilmette Park District,

We are a group of engaged neighbors and friends of West Park providing our current feedback on the Park District’s compliance with the May 10, 2022 Village Ordinance related to expansion of the Platform Tennis Club and related issues. We request that this message be included in the packet for the September 12 Park Board meeting. We have also
copied the Village of Wilmette's public comment inbox and request that this message be included in the packet for the September 13 Village Board meeting.

Our position was and remains that it was wrong of the Park District to proceed with this project and for the Village to allow any expansion and increase in hours, including to 11 pm on work and school nights for more than half the year, because of the resulting disturbances and other detrimental park, neighborhood and community impacts. Both the Park District and the Village are creating and increasing damage far beyond what any disturbance mitigations could justify or overcome. It is unprecedented and wrong.

We understand that the August 8 Park District mailing was only sent to the neighbors of West Park who were sent the last ZBA hearing notice earlier this year. West Park is the only Wilmette neighborhood park with a playground west of the Edens (the most diverse and isolated part of Wilmette) as well as effectively bordering a Glenview neighborhood. These changes to the park will impact all its users as well as far more neighbors than the ones who were sent the mailing. It should have been sent, at least, to all West of Edens Wilmette residents and a larger number of Glenview neighbors.

In addition, the mailing states that the Park District "welcomes input" and provides contact information for the purpose of asking questions. But the Park District should have more strongly emphasized the importance of feedback, inclusiveness and community and provided a better structure for input. For example, the Park District could have held a meeting and set a corresponding deadline for written community feedback to be received.

These aspects of the August 8 mailing make us concerned that the Park District does not intend to prioritize community feedback, transparency and inclusiveness to any discernible extent, particularly given that the neighborhood demonstrated uniform opposition to any expansion of the Platform Tennis Club earlier this year. Recent disturbing events at Park District meetings, statements made in emails and the limitation of disclosed information about the construction process over the summer significantly increased our concerns.

With respect to the mitigation and other requirements of the May 10 Ordinance and the actions taken by the Park District so far, our current feedback is below.

1. Light shielding. The Park District installed partial light shields on nearly all the current 36 paddle court lights in June without community input. At least one court light remains fully unshielded as of September 1. The partial shields do not achieve the Ordinance's glare reduction and other requirements precisely because they are partial shields that leave one side of every light fully unshielded and two sides of every light only 50% (at most) shielded. It is possible for platform tennis to be played with fully shielded lights, which nearby facilities demonstrate. If different lights must be installed to achieve full shielding while still providing sufficient light for paddle play, the Village must require that of the Park District. It is not an excuse for continued disturbance of park neighbors--whether the Village considers it a strict ordinance violation or not--that these particular lights cannot be fully shielded.

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3. Landscaping/northern and western sides. The Park District must also plan light and sound mitigations for the northern and western sides of the paddle courts.

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aspects and the grading permit process, particularly because of the berm's proximity to the gardens, playground, and the detached garages of two adjoining residential properties.

5. Landscaping/destruction of current plantings. The Park District should very carefully consider the removal of current mature trees and bushes that provide mitigation and other benefits. Although it's clear that there will be removals, such as the large bushes near the Laramie-facing park sign that currently provide some amount of disturbance mitigation, it was not acknowledged or addressed in the August 8 mailing.

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We demand better transparency and respect from both the Park District and Village, and an end to discriminatory treatment of the West of Edens neighborhood.

Thank you.

Friends of West Park Wilmette
I completely agree with comments stated below. We the neighbors have been researching data and making suggestions all along. Mostly to be completely ignored.

Please remember that you work for us the residents not the other way around.

Paul Hahn

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Steve,

In regards to your answers below:

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Thanks,

Paul Hahn

On Aug 26, 2022, at 3:02 PM, Steve Wilson <swilson@wilpark.org> wrote:

Paul,

It was nice seeing you at the golf course yesterday and I really appreciated our conversation and clearing the air between us. I was especially pleased to hear that you did not feel like I had threatened you in my comments when I forwarded your email to Village staff.

Specific to your email from yesterday, thank you for sending it, and I copied and pasted your questions from your attached PDF below, and I have provided my answers below in red font.

1. The plans mention a “Berm”. It is not clearly marked and does not have any elevations marked on the drawing. I can only see this location as being disastrous for the closest homes by flooding out their yards and garages located to the east. Where else is the water going to go?? The engineers at Gewalt Hamilton have included drainage improvements and storm water collection to ensure that your concern does not become a reality. Furthermore, the Village of Wilmette requires the Park District to file for, and be granted, a grading permit where they review the plans to ensure that any grading work done on our property does not adversely impact another property when it comes to storm water management.

2. The plans call for bushes / trees to be planted. What height are these above ground after
being planted both on the berm and other areas? Can larger ones be purchased? Please see the attached narrative document that our landscape designer, Upland Design, created at John Adler’s request when he was reviewing the landscape plans initially. It provides a lot of information about heights of the berm and the plantings, both initially and over time. Upland Design also attended and presented the plans to the Committee of the Whole on June 27th, and questions were asked by Commissioners about the height of plants as well. Below is the link to the audio from that meeting so you can hear not only the questions, but the answers from the landscape architect. I hope this information answers your questions, but if not, let me know.

https://www.dropbox.com/s/0jcmd21dgrjh8hd/220627_0175.MP3?dl=0

3. What effect will these bushes and small evergreens have? What will they actually accomplish other than softening the light at ground level seeing that the courts are approximately 4.5 ft above ground? Light and Noise emitted from the raised courts will be at 4.5 ft and above. Typically this type of landscaping does very little for sound deadening coming from above the majority of the plant growth. Please give additional thought to Walter Keefe’s suggestion of Acoustic Fencing around the North, East and West side of the courts. The vegetation around the courts was discussed at the June 27th meeting as well, and you are correct, they are initially going to only provide a light buffer as light spills outside the court and down onto the ground immediately surrounding the courts. As the shrubs grow, the buffer they provide will extend in time. In addition, the other plantings in the park, like along the berm, provide buffers at higher elevations more immediately. With all of that said, the landscape architects are looking into additional or different plantings on the east side of the courts. Based on your email and other comments at our recent meetings, we have asked them to propose a solution for the northern perimeter as well. As for sound mitigation, I agree that vegetation is not as effective as a solid structure such as the acoustic fencing that was discussed in relation to the proposed pickleball courts. The Village Ordinance approving the addition of the two paddle courts requires us to complete an additional sound study during peak times of usage. Once we have this data, the Village and District will review the results of the study to determine if additional mitigations should be considered.

4. What are the plans if any for the north side of the courts adjacent to your artificial turf? The noise and light issues will still remain there, traveling north and east through the park and adjoining properties. As I mentioned in my response to number 3 above, we are going to ask the landscape architects to propose a solution.

5. In my humble opinion there must be some sort of additional shielding for the lights, If not purchase new ones that do a better job. You have 3 million dollars so money is not an issue!! The existing light fixtures on the courts are designed for platform tennis and the shields that are now installed come from the same light manufacturer and are the only shields they have for these fixtures. I understand your opinion, and please know that we want to make it as good as possible for the neighbors but we also want to have the appropriate lighting for the intended use of the courts. We feel we have reduced the halo effect of the lights which helps reduce the overall light when looking across the park, but we understand that this does not shield the bulb of each fixture fully from all locations and all points of view. Per the discussion our staff have had with the owner at Total Platform, adding a fourth side to the shields would negatively impact the quality of the lighting on the courts. My personal hope is that between the shields and the landscaping, especially as the landscaping matures, the light will be buffered to a point that you and other neighbors of the park feel that we have made the proper adjustments and are satisfied.

Thank you.

Steve Wilson
From: Paul Hahn <paulyh813@gmail.com>  
Sent: Thursday, August 25, 2022 8:25 AM  
To: WestPark Project <westparkproject@wilpark.org>; Steve Wilson <swilson@wilpark.org>; publiccomment@wilmette.com; John Adler <adlerj@wilmette.com>  
Cc: Deb Kennedy <debikenn@gmail.com>; Patrick Ogara <ogarap@yahoo.com>; Hahn Paul <paulyh813@gmail.com>  
Subject: [external] West Park Landscape questions

Paul Hahn
West Park Landscape Narrative:

With the recreational development of West Park the Park District would like to increase the visual screening as well as the aesthetics of the park by including new landscaping and a berm along the east property line. The berm will have a varying height. At the north end it will have a height of 1’ above existing grade and work its way up to a 5’ height at the south end. The berm will be landscaped and the remainder will be seeded with lawn seed.

The landscaped berm will include a mix of native shade trees, evergreen trees and ornamental trees. The evergreen trees will be installed at a height of 6’ minimum, Black Hills Spruce is a slow growing evergreen and will add 6 – 10” a year and the Vanderwolf Limber Pine grows faster than the Black Hills Spruce adding 12 – 18” of new growth a year. After 10 years the Black Hills Spruce would add on about 5’ of growth making them 11’, while the Limber Pine would add 12’ of growth making them 18’ tall. For the shade trees both the Kentucky Coffeetree and the White Oak have a slow to medium growth rate. Both species will typically add on between 8 – 10” a year, however they can add up to 24” a year with the right conditions. 2.5” caliper balled and burlapped trees are approximately 8’ height when they are installed. After a growing period of 10 years both trees will add on 80” which is 6’ 8”, the shade trees would be a total of 14’ 8” after the 10 year growth period. The Eastern Redbuds that will be added to the berm are to be installed as multi-stem balled and burlapped trees. They are to be installed at a 6’ height and have a moderate growth rate meaning they can add on 12 – 24” of new growth a year. After 10 years the Redbuds will add on 12’ of growth making them about 18’ tall. Added along with the berm, the total screening along the east side of the site would be between 8’ – 12’ when install and 18’- 21’ in 10 years.

Continued layered screening of the park, there are existing shade trees around the playground that are mature and will offer screening of the platform tennis courts. In addition, new evergreen arborvitae shrubs will be installed at the base of platform tennis. These will be installed at a 6’ height and have a moderate growth rate. In 10 years the arborvitae will be 16’ height. Existing evergreen screening exists along the artificial turf fields at the park as well.

The landscaping around the berm will provide a visual buffer of the park in 10 years and will continue to screen well into the future. The other landscaping will be installed on the site for a Phase II development that will add native perennials and shrubs to the park.
Please know that the West Park neighbors remain committed to the preservation of our park and the serenity of our neighborhood. We refuse to be intimidated by false accusations of harassment or by unwarranted calls to the Wilmette Police Department in an effort to silence our voices. Honesty, transparency and a genuine appreciation for the quality of life for our West Park neighbors is what is needed from our park district.
Please include this message in the packet for the coming meeting. Thank you.
Gary Cole

Sent from my iPhone
Thank you. I have a little more information about the Glenview lights. The Prairie Club has 8 lights per court, and always has, whereas West Park has 6. Walter Keats—who I've added to this message—spoke with Total Platform Tennis earlier this year and was told that the additional two lights are superfluous to paddle lighting needs but some customers insist on it. In other words, the difference in light numbers may not preclude the same lights from being workable in West Park out of hand.

Patrick

On Wednesday, September 7, 2022 at 10:26:04 AM CDT, Steve Wilson <swilson@wilpark.org> wrote:

The answers to number 4 are anticipated to be in our hands by Friday of this week.

As for lights, we are evaluating the lights that Mr. O’Gara sent in his email yesterday. Superintendent Solberg is going to speak with Total Platform about them. I am going to speak with the Glenview Park District about them. If after the research is complete, it is deemed they are better for the neighbors and still good for platform tennis, we will look into budgeting for installing them at our facility.

Thanks.

Steve Wilson
Steve,

In regards to your answers below:

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Steve Wilson
Executive Director
Wilmette Park District

www.wilmettepark.org

847-256-9617
Norwood, Karen

From: Greg Lindenberg
Sent: Wednesday, September 7, 2022 10:56 AM
To: westpark@wilpark.org; Wilson, Steve
Cc: Comment, Public; friendsofwestparkwilmette@gmail.com
Subject: Re: West Park

Dear Wilmette Park District,

We want to express our continued support for Friends of West Park and repeat and emphasize the demand for transparency and respect. The Park District and the Village need to take the agreed-upon actions seriously. And they need to show some humility and real leadership reflecting how they can best serve all citizens.

Please also include this email in the Park District and Village packets. Thank you.

Regards,

Greg & Rebecca Lindenberg

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should include a statement that the paddle courts are ONLY for use to play paddle and should explicitly restrict use for pickleball so that it’s clear that pickle should not be played at any time.

7. Scope creep. We remain strongly concerned that the Park District still intends to proceed with some or all of what was initially included in the "West Park Master Plan" approved by the Park Board in December 2021 with no neighborhood input but that was removed from the plan approved by the Village Board. The Master Plan has never been modified by the Park Board, only the 2022 special use/variation application was modified with the Master Plan unchanged. We understand that references were recently made at a committee meeting to "northern decking" being included in the second phase of construction with the hut expansion next year, but the northern decking expansion over the Glenview water main easement was removed from the plans that were approved by the Village in May 2021. We hope that the Park District will not seek to expand the scope to include such decking or anything else, and that the Village will be vigilant on this issue and all issues of compliance with the May 10 Ordinance and the Zoning Code.

We demand better transparency and respect from both the Park District and Village, and an end to discriminatory treatment of the West of Edens neighborhood.

Thank you.

Friends of West Park Wilmette
The answers to number 4 are anticipated to be in our hands by Friday of this week.

As for lights, we are evaluating the lights that Mr. O’Gara sent in his email yesterday. Superintendent Solberg is going to speak with Total Platform about them. I am going to speak with the Glenview Park District about them. If after the research is complete, it is deemed they are better for the neighbors and still good for platform tennis, we will look into budgeting for installing them at our facility.

Thanks.

Steve Wilson
Executive Director
Wilmette Park District
www.wilmettepark.org
847-256-9617

Steve,

In regards to your answers below:

I am still waiting for an answer to #4.

5. Can a separate evaluation by a lighting expert other than the Total Platform Tennis be done? They have said that these are the only shields. We have found that there are other light options with LED fixtures that are being used now at other facilities with those options being recessed and fully shielded.

Thanks,

Paul Hahn
On Aug 26, 2022, at 3:02 PM, Steve Wilson <swilson@wilpark.org> wrote:

Paul,

It was nice seeing you at the golf course yesterday and I really appreciated our conversation and clearing the air between us. I was especially pleased to hear that you did not feel like I had threatened you in my comments when I forwarded your email to Village staff.

Specific to your email from yesterday, thank you for sending it, and I copied and pasted your questions from your attached PDF below, and I have provided my answers below in red font.

1. The plans mention a “Berm”. It is not clearly marked and does not have any elevations marked on the drawing. I can only see this location as being disastrous for the closest homes by flooding out their yards and garages located to the east. Where else is the water going to go?? The engineers at Gewalt Hamilton have included drainage improvements and storm water collection to ensure that your concern does not become a reality. Furthermore, the Village of Wilmette requires the Park District to file for, and be granted, a grading permit where they review the plans to ensure that any grading work done on our property does not adversely impact another property when it comes to storm water management.

2. The plans call for bushes / trees to be planted. What height are these above ground after being planted both on the berm and other areas? Can larger ones be purchased? Please see the attached narrative document that our landscape designer, Upland Design, created at John Adler’s request when he was reviewing the landscape plans initially. It provides a lot of information about heights of the berm and the plantings, both initially and over time. Upland Design also attended and presented the plans to the Committee of the Whole on June 27th, and questions were asked by Commissioners about the height of plants as well. Below is the link to the audio from that meeting so you can hear not only the questions, but the answers from the landscape architect. I hope this information answers your questions, but if not, let me know.

https://www.dropbox.com/s/0jcmd21dgrjh8hd/220627_0175.MP3?dl=0

3. What effect will these bushes and small evergreens have? What will they actually accomplish other than softening the light at ground level seeing that the courts are approximately 4.5 ft above ground? Light and Noise emitted from the raised courts will be at 4.5 ft and above. Typically this type of landscaping does very little for sound deadening coming from above the majority of the plant growth. Please give additional thought to Walter Keefe’s suggestion of Acoustic Fencing around the North, East and West side of the courts. The vegetation around the courts was discussed at the June 27th meeting as well, and you are correct, they are initially going to only provide a light buffer as light spills outside the court and down onto the ground immediately surrounding the courts. As the shrubs grow, the buffer they provide will extend in time. In addition, the other plantings in the park, like along the berm, provide buffers at higher elevations more immediately. With all of that said, the landscape architects are looking into additional or different plantings on the east side of the courts. Based on your email and other comments at our recent meetings, we have asked them to propose a solution for the northern perimeter as well. As for sound mitigation, I agree that vegetation is not as effective as a solid structure such as the acoustic fencing that was discussed in relation to the proposed pickleball courts. The Village Ordinance approving the addition of the two paddle courts requires us to complete an additional sound study during peak times of usage. Once we have this data, the Village and District will review the results of the study to determine if additional mitigations should be considered.

4. What are the plans if any for the north side of the courts adjacent to your artificial turf? The noise and light issues will still remain there, traveling north and east through the park and
adjoining properties. As I mentioned in my response to number 3 above, we are going to ask the landscape architects to propose a solution.

5. In my humble opinion there must be some sort of additional shielding for the lights. If not purchase new ones that do a better job. You have 3 million dollars so money is not an issue!! The existing light fixtures on the courts are designed for platform tennis and the shields that are now installed come from the same light manufacturer and are the only shields they have for these fixtures. I understand your opinion, and please know that we want to make it as good as possible for the neighbors but we also want to have the appropriate lighting for the intended use of the courts. We feel we have reduced the halo effect of the lights which helps reduce the overall light when looking across the park, but we understand that this does not shield the bulb of each fixture fully from all locations and all points of view. Per the discussion our staff have had with the owner at Total Platform, adding a fourth side to the shields would negatively impact the quality of the lighting on the courts. My personal hope is that between the shields and the landscaping, especially as the landscaping matures, the light will be buffered to a point that you and other neighbors of the park feel that we have made the proper adjustments and are satisfied.

Thank you.

Steve Wilson
Executive Director
Wilmette Park District
www.wilmettepark.org
847-256-9617

From: Paul Hahn
Sent: Thursday, August 25, 2022 8:25 AM
To: WestPark Project <westparkproject@wilpark.org>; Steve Wilson <swilson@wilpark.org>; publiccomment@wilmette.com; John Adler <adlerj@wilmette.com>
Cc: Deb Kennedy ; Patrick Ogara ; Hahn Paul

Subject: [external] West Park Landscape questions

Paul Hahn
Agreed. Thanks.

Steve Wilson
Executive Director
Wilmette Park District
www.wilmettepark.org
847-256-9617

-----Original Message-----
From: Patrick O'Gara
Sent: Wednesday, September 7, 2022 10:37 AM
To: Paul Hahn ; Steve Wilson <swilson@wilpark.org>
Cc: WestPark Project <westparkproject@wilpark.org>; publiccomment@wilmette.com; John Adler <adlerj@wilmette.com>; Deb Kennedy ; Wilmetteparkfriends Info <info@wilmetteparkfriends.org>
Subject: Re: [external] West Park Landscape questions

Thank you. I have a little more information about the Glenview lights. The Prairie Club has 8 lights per court, and always has, whereas West Park has 6. Walter Keats—who I've added to this message—spoke with Total Platform Tennis earlier this year and was told that the additional two lights are superfluous to paddle lighting needs but some customers insist on it. In other words, the difference in light numbers may not preclude the same lights from being workable in West Park out of hand.

Patrick

On Wednesday, September 7, 2022 at 10:26:04 AM CDT, Steve Wilson <swilson@wilpark.org> wrote:
The answers to number 4 are anticipated to be in our hands by Friday of this week.

As for lights, we are evaluating the lights that Mr. O’Gara sent in his email yesterday. Superintendnt Solberg is going to speak with Total Platform about them. I am going to speak with the Glenview Park District about them. If after the research is complete, it is deemed they are better for the neighbors and still good for platform tennis, we will look into budgeting for installing them at our facility.

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Executive Director
Wilmette Park District
www.wilmettepark.org
847-256-9617

Steve, 

In regards to your answers below:
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Acoustic Fencing around the North, East and West side of the courts. The vegetation around the courts was discussed at the June 27th meeting as well, and you are correct, they are initially going to only provide a light buffer as light spills outside the court and down onto the ground immediately surrounding the courts. As the shrubs grow, the buffer they provide will extend in time. In addition, the other plantings in the park, like along the berm, provide buffers at higher elevations more immediately. With all of that said, the landscape architects are looking into additional or different plantings on the east side of the courts. Based on your email and other comments at our recent meetings, we have asked them to propose a solution for the northern perimeter as well. As for sound mitigation, I agree that vegetation is not as effective as a solid structure such as the acoustic fencing that was discussed in relation to the proposed pickleball courts. The Village Ordinance approving the addition of the two paddle courts requires us to complete an additional sound study during peak times of usage. Once we have this data, the Village and District will review the results of the study to determine if additional mitigations should be considered.

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Thank you.

Steve Wilson
Executive Director
Wilmette Park District
www.wilmettepark.org
Dear Wilmette Park District,

I live at [address] in Wilmette. I completely agree with the statements made by Friends of West Park. As a resident directly next to West Park I am particularly concerned about the noise volume that will increase with more platforms. I don’t think a berm will stop noise from a platform the height of the the platform facility.

I am also deeply concerned about drainage issues if a berm is built. Our yard already floods regularly and a berm would increase that problem for us and other property owners north of our home.

Enough research and consideration of neighborhood residents must be taken to before any change is made to an already full park.

Thank you,

Claire Sullivan

On Sep 1, 2022, at 5:01 PM, Friends of West Park Wilmette <friendsofwestparkwilmette@gmail.com> wrote:

Dear Wilmette Park District,

We are a group of engaged neighbors and friends of West Park providing our current feedback on the Park District’s compliance with the May 10, 2022 Village Ordinance related to expansion of the Platform Tennis Club and related issues. We request that this message be included in the packet for the September 12 Park Board meeting. We have also copied the Village of Wilmette’s public comment inbox and request that this message be included in the packet for the September 13 Village Board meeting.

Our position was and remains that it was wrong of the Park District to proceed with this project and for the Village to allow any expansion and increase in hours, including to 11 pm on work and school nights for more than half the year, because of the resulting disturbances and other detrimental park, neighborhood and community impacts. Both the Park District and the Village are creating and increasing damage far beyond what any disturbance mitigations could justify or overcome. It is unprecedented and wrong.

We understand that the August 8 Park District mailing was only sent to the neighbors of West Park who were sent the last ZBA hearing notice earlier this year. West Park is the only Wilmette neighborhood
park with a playground west of the Edens (the most diverse and isolated part of Wilmette) as well as
effectively bordering a Glenview neighborhood. These changes to the park will impact all its users as
well as far more neighbors than the ones who were sent the mailing. It should have been sent, at least,
to all West of Edens Wilmette residents and a larger number of Glenview neighbors.

In addition, the mailing states that the Park District "welcomes input" and provides contact information
for the purpose of asking questions. But the Park District should have more strongly emphasized the
importance of feedback, inclusiveness and community and provided a better structure for input. For
example, the Park District could have held a meeting and set a corresponding deadline for written
community feedback to be received.

These aspects of the August 8 mailing make us concerned that the Park District does not intend to
prioritize community feedback, transparency and inclusiveness to any discernible extent, particularly
given that the neighborhood demonstrated uniform opposition to any expansion of the Platform Tennis
Club earlier this year. Recent disturbing events at Park District meetings, statements made in emails and
the limitation of disclosed information about the construction process over the summer significantly
increased our concerns.

With respect to the mitigation and other requirements of the May 10 Ordinance and the actions taken
by the Park District so far, our current feedback is below.

1. Light shielding. The Park District installed partial light shields on nearly all the current 36 paddle court
lights in June without community input. At least one court light remains fully unshielded as of
September 1. The partial shields do not achieve the Ordinance's glare reduction and other requirements
precisely because they are partial shields that leave one side of every light fully unshielded and two
sides of every light only 50% (at most) shielded. It is possible for platform tennis to be played with fully
shielded lights, which nearby facilities demonstrate. If different lights must be installed to achieve full
shielding while still providing sufficient light for paddle play, the Village must require that of the Park
District. It is not an excuse for continued disturbance of park neighbors--whether the Village considers it
a strict ordinance violation or not--that these particular lights cannot be fully shielded.

2. Landscaping/acoustical fencing. The noise situation including shouting and profanities when the
paddle courts are in full use until 11 pm (which should never have been allowed by the Village) is
extraordinarily disturbing. The Park District should incorporate acoustical fencing in its landscaping plan.
Any outdoor features/structures including fencing of any sort can be part of a landscaping plan. There is
no data to show -- and it is intuitively nonsensical -- that six feet tall arbor vitae planted against paddle
courts that are elevated four feet or more above grade will provide any sound mitigation whatsoever,
and the proposed row of arbor vitae appears not to leave enough clearance for acoustical fencing to be
added later. No action should be taken that precludes acoustical fencing.

3. Landscaping/northern and western sides. The Park District must also plan light and sound mitigations
for the northern and western sides of the paddle courts.

4. Landscaping/proposed berm and drainage. The August 8 mailing did not provide information about
the drainage impact of the proposed berm or any of the landscaping changes. The Park District must be
transparent about these aspects and the grading permit process, particularly because of the berm's
proximity to the gardens, playground, and the detached garages of two adjoining residential properties.

5. Landscaping/destruction of current plantings. The Park District should very carefully consider the
removal of current mature trees and bushes that provide mitigation and other benefits. Although it's
clear that there will be removals, such as the large bushes near the Laramie-facing park sign that
currently provide some amount of disturbance mitigation, it was not acknowledged or addressed in the August 8 mailing.

6. Use of paddle courts for pickleball. The paddle courts have only been approved by the Village for use playing paddle. The courts are not designed for pickle, which creates a different and significant noise disturbance for park users (including children on the adjacent playground) and nearby residences. The signage required by the May 10 ordinance should include a statement that the paddle courts are ONLY for use to play paddle and should explicitly restrict use for pickleball so that it's clear that pickle should not be played at any time.

7. Scope creep. We remain strongly concerned that the Park District still intends to proceed with some or all of what was initially included in the "West Park Master Plan" approved by the Park Board in December 2021 with no neighborhood input but that was removed from the plan approved by the Village Board. The Master Plan has never been modified by the Park Board, only the 2022 special use/variation application was modified with the Master Plan unchanged. We understand that references were recently made at a committee meeting to "northern decking" being included in the second phase of construction with the hut expansion next year, but the northern decking expansion over the Glenview water main easement was removed from the plans that were approved by the Village in May 2021. We hope that the Park District will not seek to expand the scope to include such decking or anything else, and that the Village will be vigilant on this issue and all issues of compliance with the May 10 Ordinance and the Zoning Code.

We demand better transparency and respect from both the Park District and Village, and an end to discriminatory treatment of the West of Edens neighborhood.

Thank you.

Friends of West Park Wilmette
I live at [address] and I completely agree with friends of the park. My brother and family have lived with the park as their backyard for decades. There has been enough development in it. Thank you,
Alisa Blasingame.

Sent from my iPhone

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 Shepard
Daniel Sullivan

Staff Present: Mike Braiman, Village Manager
Erik Hallgren, Assistant Village Manager
Jeffrey Stein, Corporation Counsel
John Adler, Community Development Director

Guests: Gerald Smith, Chair of the Human Relations Commission
Van Gilmer, Human Relations Commissioner
Eric Hellige, Human Relations Commissioner
Malaika Myers, Human Relations Commissioner

President Plunkett changed the order of agenda items, moving Administration Committee Item 6.31 before Land Use Committee Item 6.11.

2.0 PUBLIC COMMENT

Patrick O’Gara of 740 Laramie Avenue expressed his concern over the Wilmette Park District’s special use permit for the West Park paddle tennis facility. He said over the summer there have been pickleball players on the platform tennis courts, which is not an allowed use under the special use permit. He said his neighbor Paul made complaints about this, which he feels the Park District was trying to silence. He said he learned through a FOIA request that the Park District accused
Paul of harassment and that the Executive Director for the Park District told the Village Manager that Paul’s complaints did not merit a response.

He went on to say that in April he complained about an unpermitted fuel tank near West Park and is still awaiting a reply. He said this tank is within feet of the platform tennis courts and believes this warrants a response from the Village. He also said he appealed to the Human Relations Commission for action on these issues, but he has not received a response. He requested the Board respond to these issues.

President Plunkett said Village Manager Mike Braiman would be following up on the special use conditions at West Park in a future edition of Manager’s Notes.

3.0 **CONSENT AGENDA**

Trustee Gjaja moved to approve the Consent Agenda as follows:

3.1 Approval of minutes from the Regular Board meeting held on August 9, 2022.

**LAND USE COMMITTEE CONSENT AGENDA**

3.2 Presentation of minutes from the Appearance Review Commission meeting held on July 11, 2022.

3.3 Presentation of minutes from the Zoning Board of Appeals meeting held on July 20, 2022.

3.4 Approval of Temporary Use Permit #2022-TU-22 to hold Go Green Wilmette’s Renewable Energy Day at St. John’s Lutheran Church, 1235 Wilmette Avenue, on Saturday, September 24, 2022, from 10 a.m. to 3 p.m.

3.5 Approval of Temporary Use Permit #2022-TU-24 to hold the St. John’s Lutheran Church Good Fest at 1235 Wilmette Avenue, on Saturday, October 1, 2022, from 5 p.m. to 10:30 p.m.

3.6 Approval of Temporary Use Permit #2022-TU-25 to hold the Loyola Academy Freshman Luau Dance at 1100 Laramie Avenue on Friday, September 23, 2022, from 7 p.m. to 10 p.m.

3.7 Appearance Review Commission Report, Case #2022-AR-10, 3434 Illinois Road, regarding a request for a buffer yard landscaping requirement variation in accordance with the plans submitted; adoption of Ordinance #2022-O-55.

3.8 Appearance Review Commission Report, Case #2022-AR-14, 701 Locust Road, regarding a request for a canopy sign variation in accordance with the plans submitted; adoption of Ordinance #2022-O-56.
3.9 Plan Commission Report, Case #2022-P-02, 1100 Ridge Road, regarding a request for tentative plat approval for a two-lot subdivision in accordance with the plans submitted.

FINANCE COMMITTEE CONSENT AGENDA


ADMINISTRATION COMMITTEE CONSENT AGENDA

3.11 Adoption of Resolution #2022-R-88 authorizing THE Wilmette Block Party.

3.12 Adoption of Ordinance #2022-O-52 reducing the number of Environmental and Energy Commissioners from nine to seven (Chapter 2).


MUNICIPAL SERVICES COMMITTEE CONSENT AGENDA

3.14 Introduction of Ordinance #2022-O-54 amending the Village Code concerning residential permit parking (Chapter 14).

3.15 Approval to waive the competitive bid process for the purpose of negotiating contract terms with D. Kersey Construction Co., Northbrook, Illinois, for window replacement at Fire Station 27.

PUBLIC SAFETY COMMITTEE CONSENT AGENDA

3.16 Adoption of Resolution #2022-R-86 authorizing the Village Manager to execute a contract extension in the amount of $12,600 for a two-year term with Chicago Communications, Elmhurst, Illinois, for the maintenance of three radio consoles in the telecommunications center.

3.17 Adoption of Resolution #2022-R-87 authorizing the Village Manager to execute a contract in the amount not-to-exceed $25,760 with Nielsen Enterprises, Lake Villa, Illinois, to purchase a 2022 Can-Am Defender Max XT HD10 UTV.

3.18 Introduction of Ordinance #2022-O-57 authorizing the disposal of surplus personal property owned by the Village of Wilmette.

JUDICIARY COMMITTEE CONSENT AGENDA

3.19 Introduction of Ordinance #2022-O-55 increasing the number of Class B-1 Liquor Licenses (Buck Russell’s).
Trustee Dodd seconded the motion. Voting yes: Trustees Sullivan, Barrow, Gjaja, Kennedy, Sheperd, Dodd and President Plunkett. Voting no: none. The motion carried.

4.0 REPORTS OF OFFICERS

4.1 Request for Executive Session pursuant to Section 2 (c)(5) of the Open Meetings Act for discussion of the purchase or lease of real property for the use of the public body and Section 2 (c)(6) of the Open Meetings Act for setting the price for sale of property owned by the public body.

President Plunkett said at the September 13 Board meeting, the Village Board will vote on a resolution urging the Illinois General Assembly to expand gun safety legislation. She said Lake County and Highland Park have adopted similar resolutions and many of our neighboring communities are taking similar actions.

She then reminded the community of the upcoming Sesquicentennial events.

Village Manager Mike Braiman commended the Wilmette Police Department and officers involved in the apprehension of an armed robbery suspect last week. He said those individuals would be invited to a future Board meeting for special recognition for their professionalism and bravery.

He went on to discuss the West Park special use, stating the deadline is August 30 for completion of the mitigation conditions, and Village staff will conduct a comprehensive review of the status of the Park District’s compliance with those conditions and prepare a report for the September 13 Board meeting.

There was no report from Corporation Counsel Jeffrey Stein.

5.0 REPORT OF LIQUOR CONTROL COMMISSIONER

There was no report.

6.0 STANDING COMMITTEE REPORTS

6.3 ADMINISTRATION STANDING COMMITTEE REPORT

6.31 Presentation of the Human Relations Commission Workplan.

Trustee Dodd thanked the Human Relations Commission (HRC) for their hard work over the last 18 months. She said when the HRC was re-invigorated, we understood the scope of their work would be gradual and challenging. She said the Administration Committee (AC) reviewed and approved the framework of the Workplan in April and the HRC has been working on prioritizing the goals that will be presented tonight.
Assistant Village Manager Erik Hallgren said the HRC will present its Workplan this evening, and on tonight’s agenda, a draft Ordinance was introduced that would amend the Village Code to better align the HRC to its new goals and initiatives. He said this Ordinance will be on the September 13 Board agenda for official adoption.

Gerry Smith, Chair of the HRC, introduced HRC members Van Gilmer, Eric Hellige and Malaika Myers. He then gave a presentation (PowerPoint attached) on the proposed Workplan.

He began with a history of the Commission’s evolution and discussed a timeline of meetings. He said they started with some listening sessions to gather feedback from residents to determine concerns in the community. He said they also held community talks regarding the Comprehensive Plan rewrite and have worked on putting together a Workplan to best meet the needs of the community. Chair Smith said the HRC’s mission statement was also changed to reflect new goals that foster and promote an inclusive community where all feel safe and welcome. He said the goals are in line with HRC activities, which include heritage celebrations and focus groups. He said the HRC will constantly monitor their success and collect feedback about these activities to make changes to enhance and improve its programs. He said the heritage celebrations will be about education and bringing cultural awareness to the community. He said the goal is to advertise these celebrations on a variety of public media platforms and encourage community stakeholders to participate in the celebrations.

Chair Smith discussed the AC’s collaboration in putting together the Workplan to devise specific initiatives that will bring diversity to the community, measure community efforts, share diversity and bring the community together.

He discussed some of those initiatives, stating there is a planned realtor open house to showcase the benefits of living in Wilmette and some focus groups to measure community efforts. He said there will be unity campaigns and work on creating DEI policies and practices across all community entities. He said there will be ongoing cultural celebrations throughout the year to bring awareness and share diversity.

President Plunkett thanked the HRC for their work and said she is thrilled with the ideas and work that is planned for the future. She said she recently had a comment from a resident who said they really like the changes happening. She said they are beginning to become noticeable, which President Plunkett said is a huge compliment owed to the HRC’s work.
Trustee Dodd echoed President Plunkett’s comments and asked Chair Smith what the unity campaign will entail.

Chair Smith said there is an intergovernmental unit that is meeting, and HRC will present what they are doing and hopefully gain support and resources to move forward. He said one recent unity effort is the collaboration with the Housing Commission (HC) on affordable housing. He said collaborations with other entities and groups are what the HRC envisions.

Trustee Barrow commended the HRC for its work in moving the Commission forward from the ground up. He said it is a tribute to the HRC’s hard work and the commitment of the Village. He asked how the HRC ensures they are reaching a broad cross-section of residents at the focus groups.

Chair Smith said for the residential group, we look to the science of the survey entity who looks at how you select an appropriate target group. He said we are also working with the Comprehensive Plan consultant to understand their demographics and who they are interacting with. He said we will do our best to get a good cross-section.

Trustee Barrow asked what criteria would be used in inviting people to participate in the focus groups, i.e., age, geography, occupation, etc.

Chair Smith said we are early in the process but will probably use a component of all those attributes and ensure it is representative of a percentage across age, neighborhood and the like.

Mr. Hallgren said we are starting the engagement process with the Northern Illinois Center for Governmental Studies and one of the first components will be looking at what demographics we want to capture. He said the Comprehensive Plan focus groups targeted resident feedback already, so one of the largest groups the HRC wants to target are people outside the community to see why they decided against living in Wilmette.

Trustee Sheperd thanked the HRC for their work and said he appreciates their acceptance of the AC’s suggestions while creating the Workplan. He said the Workplan looks great.

Trustee Kennedy said it is wonderful to see this all getting off the ground. She said the AC has done a huge service to the community in revitalizing the HRC, which has done an extraordinary job.
Chair Smith said the HRC commissioners deserve recognition for their hard work and dedication to making Wilmette a better community.

Trustee Dodd thanked Mr. Hallgren for his leadership and efforts to bring the HRC to where it is today.

There was no further discussion on this topic.

6.1 LAND USE STANDING COMMITTEE REPORT

6.11 REMOVE FROM TABLE - Zoning Board of Appeals Report, Case #2022-Z-45, 3534 Forest Avenue, regarding a request for a 542.83 square foot (5.97%) total floor area variation, a 0.06’ front yard setback variation and a 0.57’ first floor height variation to permit the retention of a new home in accordance with the plans submitted.

Trustee Sullivan moved to remove from the table Zoning Board of Appeals Report, Case #2022-Z-45, 3534 Forest Avenue, regarding a request for a 542.83 square foot (5.97%) total floor area variation, a 0.06’ front yard setback variation and a 0.57’ first floor height variation to permit the retention of a new home in accordance with the plans submitted. The move was seconded by Trustee Gjaja. All voted aye. The motion carried.

Trustee Barrow moved to approve Zoning Board of Appeals Report, Case #2022-Z-45, 3534 Forest Avenue, regarding a request for a 542.83 square foot (5.97%) total floor area variation, a 0.06’ front yard setback variation and a 0.57’ first floor height variation to permit the retention of a new home in accordance with the plans submitted. The motion was seconded by Trustee Sullivan.

President Plunkett said this case comes to the Board with a negative recommendation and will require 5 votes to overturn the Zoning Board of Appeals (ZBA) recommendation.

Community Development Director John Adler summarized the case, stating the first floor is 3’ above established grade level which creates the need for the floor area variation. He said this means the 1,300 square foot basement space is also counted as floor area in calculating what is allowed on this lot. He said the small lot line variation is a result of a bay window being less than an inch too close to the lot line. He said there were no neighbor objections, and the applicant indicated the hardship was related to the way the project developed. He said originally the application was for a remodel and addition, but the calculations came in at more than 50%, so it was considered a new home at that point. He said they decided to go forward using the existing foundation, which they discovered was not
suitable for the project they presented. He said they resubmitted an application for a new home.

Mr. Adler said the ZBA felt the hardship was self-created and he suggested conditions on the approval, which would be more for anyone purchasing the property in the future so they understand the relief granted may prohibit an addition on the property. He said prior to the first floor being built slightly too high, they were under their floor area by nearly 700 square feet. He showed a survey depicting the slight encroachment for the western bay window and an aerial photo of the lot.

President Plunkett said it sounds like mistakes were made as the project progressed. She asked if staff did not realize this because there was no special sticker issued.

Mr. Adler said the process is the building inspector goes out after the house is framed, and if they did not see the sticker, they would need to alert the applicant a survey would need to be done. He said that was not done in this case.

President Plunkett said this is a rare occurrence.

Mr. Adler concurred and said the way this house proceeded through the approval process, they clearly wanted to reuse the existing structure; however, ultimately they needed to build a new home. He said the footprints between the 2 plans are very similar.

Trustee Barrow said we commonly approve plans for new homes and additions that maximize requirements on a particular lot but do not record specific Ordinances with conditions. He asked why that is recommended on this case.

Mr. Adler said if he was looking at this house without further investigation, he would assume it is under the floor area requirements, but because the basement is counted as living space, it is an unusual case.

Trustee Sheperd asked for confirmation that the sticker was not on the property when the inspection occurred so they were allowed to continue.

Mr. Adler confirmed and said there have been times where the builder has secured the sticker but not provided it to the Village. In this case, the sticker was not issued.

Trustee Gjaja asked if we had caught this at that time, what requirements would be imposed on the builder.
Mr. Adler said they should have made the choice to come in and ask for relief.

Trustee Gjaja asked about environmental impact to the neighbors.

Mr. Adler said he did not feel there would be any impact.

The applicant, Mr. Adrian Caushi, said they made mistakes which were not intentional. He said they believed their contractor was keeping the foundation the same height, but for some reason, they did not.

President Plunkett asked Corporation Counsel Jeffrey Stein to discuss the proposed conditions on the property.

Mr. Stein said after the approval, if the applicant wanted to add anything else to the property, the variation process would need to be gone through again, regardless of whether the Code changed to allow more total floor area.

He said the other condition is the recording of the Ordinance, which is a simple and inexpensive process done through Cook County.

Mr. Caushi said he is okay with these conditions.

President Plunkett said mistakes were made, but in this case, the home is smaller than we allow and there are conditions.

Mr. Stein said we need a motion to add the conditions to the Ordinance. He asked if Trustee Barrow and Trustee Sullivan agreed with the conditions. There was agreement and the conditions were added to the original motion.

Trustee Sheperd clarified that the mistake has cost the homeowner in the size of the house; however, they can go through the variation process should they decide to expand in the future.

There was no further discussion on this topic.


6.3 ADMINISTRATION STANDING COMMITTEE REPORT

6.32 Discussion of Sustainability Coordinator shared resource.

Village Manager Mike Braiman gave a presentation (PowerPoint attached) on the concept of a Sustainability Coordinator position to be shared across governmental entities. He said the
Intergovernmental Cooperation Committee has suggested the concept and it has been discussed at two previous Village Board meetings. He said the next step in the process is to determine funding and which entities have the ability to fund the position.

Mr. Braiman said they have created 3 funding and time allocation scenarios that have been shared with the different entities to bring to their governing bodies. He said the Committee would then regroup and see where the majority lies. Thus far, Wilmette Public Library and School District 39 have discussed this and prefer Scenario 3.

He showed a slide depicting the 3 scenarios, stating the Village and Park District would share the brunt of the expense, as it is anticipated that we would utilize this resource the most to implement our respective sustainability plans. He said all scenarios assume a significant workload between the Village and the Park District while the remaining entities, who do not have as great a need, would have the opportunity to utilize the resource with a handful of designated hours. He said a staff-driven Intergovernmental Sustainability Committee would be led by this position to provide assistance and feedback as all entities move their initiatives forward. He said District 39 and the Library could also use this resource at an hourly rate, should the Village and Park District agree. He said staff is looking for support from the Board for Scenario 3, and if that were the case, Village staff would include funding in the proposed budget for this new position with a final decision being made in October or November.

President Plunkett asked if this would be an employee of the Village of Wilmette.

Mr. Braiman said yes, and we would have Intergovernmental Agreements with participating entities allocating the cost and hours.

Trustee Gjaja said she and Trustee Kennedy sit on the Intergovernmental Cooperation Committee, and there is much acceptance in the advantages of sharing information and initiatives across all entities. She said different entities are working at different paces on sustainability projects; however, to jump start these initiatives, we will require more expertise than what our governmental entities have. She said it is exciting to see the interest in working together to share information and resources on concrete projects. She said we need to be realistic in the funding abilities across the entities.

Trustee Kennedy said New Trier Township has a limited portfolio of issues and responsibilities. She said Gail Eisenberg of the Township does not believe she would have authority to enter into an IGA like
this. She said District 37 may also have financial constraints that limit their participation.

Trustee Gjaja said this is not due to lack of interest; there are financial and charter constraints at play. She said we need to be aware that our participation may be at a higher level of 48%. She said she believes we have a tremendous Environmental & Energy Commission (EEC) that has expressed a strong need for this resource to truly move forward with the Sustainability Plan. She said the Commissioners are talented; however, they are volunteers who may not have the time to do the research on some of our larger initiatives. She said our staff is already stretched thin so asking them to take on more is not ideal.

Trustee Kennedy said it is also possible to do some grant writing which will affect all participating institutions. She said she is very excited about this.

President Plunkett agreed and said all of our government entities will know about it and can share the resources.

Trustee Dodd asked if all the expenses of taking on the new employee would be shared across the entities.

Mr. Braiman said yes.

Trustee Dodd said she is not surprised some entities like New Trier Township and District 37 may be prohibited by finances, as they serve more than one community. She asked why District 39 was not as interested in engaging at a higher level.

Trustee Gjaja said District 39 is fully dedicated to the education of their K-8 students and are interested in certain aspects of this new resource. However, she said they are more interested in investing in the education of their students. She said they want to stay focused on their core mission and that the sustainability efforts they have currently may not be doing more to accomplish that core goal. She said this may change in the future.

Mr. Braiman concurred and said they have an internal robust sustainability program for students. He said the Park District and Village have more external projects and initiatives planned that would benefit more from this resource.

Trustee Dodd said she can appreciate that; however, whatever we decide regarding community sustainability efforts, District 39 needs to know that is an important area in which to spend their money on.
President Plunkett said they are installing solar panels at Wilmette Junior High School so they are internally focused on this issue.

Trustee Kennedy said with the Coordinator, we will get a better sense of what everyone else is currently doing and how these projects could mesh together. She said the allocations can change down the line depending on future needs.

Trustee Sheperd said the Park District sounds very strong in their support of the resource.

Trustee Gjaja concurred and said the Village and Park District seem like they will most benefit from this position. She said while other entities may wish to work together to improve the sustainability of the community, they are not necessarily convinced this Coordinator will help them accomplish this. She said we need to get this started to determine if there is value for other entities to participate more. She said the Coordinator may also be able to bring all the entities together to emit a coordinated message regarding sustainability.

Trustee Sheperd said the Coordinator could staff EEC meetings.

Trustee Sullivan asked about FTE numbers.

Mr. Braiman said it will show as one full FTE that is offset by revenue.

He asked about total FTE.

Mr. Braiman said it would go from 225 to 227 with the caveat that not all department requests have been reviewed and considered yet.

Trustee Sullivan asked where we were at in 2008.

Mr. Braiman said probably near that number.

President Plunkett said since this is a budget item, eventually we will vote on this in the budget.

Trustee Sheperd thanked Trustees Gjaja and Kennedy for all the work on this topic.

President Plunkett called for public comment.

There was no public comment and no further discussion on this topic.

6.2 **FINANCE 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**
All items listed on the Consent Agenda.

6.6 **Judiciary Standing Committee Report**
All items listed on the Consent Agenda.

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

7.0 **New Business**
There was no new business.

8.0 **Adjournment**

At 8:43 p.m. Trustee Gjaja made a motion to adjourn to Executive Session pursuant to Section 2 (c)(5) of the Open Meetings Act for discussion of the purchase or lease of real property for the use of the public body and Section 2 (c)(6) of the Open Meetings Act for setting the price for sale of property owned by the public body. The motion was seconded by Trustee Barrow. Voting yes: Trustees Barrow, Barrow, Gjaja, Kennedy, Sheperd, Dodd and President Plunkett. Voting no: none. The motion carried.

Trustee Kennedy made a motion to adjourn from Executive Session at 9:44 p.m., seconded by Trustee Sheperd. All voted aye. The motion carried.

Trustee Sullivan made a motion to adjourn from the Board meeting at 9:45 p.m., seconded by Trustee Gjaja. All voted aye. The motion carried.

Respectfully submitted,

Karen Norwood
Deputy Village Clerk
Recommendation: The Zoning Board of Appeals recommends granting a request for a special use for unusual recreation equipment to permit the retention of a sport court at 301 Sheridan Road in accordance with the plans submitted. The use to run with the use.

Case Number: 2022-Z-35

Property: 301 Sheridan Road

Zoning District: R1-H, Single-Family Detached Residence

Applicant: Dan Neely

Nature of Application: Request for a special use for unusual recreation equipment to permit the retention of a sport court

Applicable Provisions of the Zoning Ordinance: Section 5.3
Section 13.4.X

Hearing Date: August 17, 2022
June 15, 2022

Date of Application: April 27, 2022

Zoning Board Vote:

- Acting Chairman Bob Surman: Yes
- Chairman Reinhard Schneider: Not Present
- Brad Falkof: Yes
- Didier Glattard: Yes
- Christine Norrick: Yes
- Ryrie Pellaton: Not Present
- Maria Urban: Yes

Notices:
Notice of public hearing to the applicant, May 24, 2022.
Affidavit of compliance with notice requirements dated May 27, 2022.

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  9/7/22

Date
Description of Property

The Subject Property is located on the northwest corner of Sheridan Road and Maple Avenue. The property has 95.10’ of frontage on Lake Avenue and 184’ of frontage on Maple Avenue. The property is 17,498.4 square feet in area. The property is improved with a two-story home and attached two-car garage.

To the north, south and west are properties zoned R1-H, Single-Family Detached Residence, and improved with single-family homes. To the east are properties single-family properties located in the City of Evanston.

Proposal

The petitioner is proposing to retain unusual recreation equipment, an enclosed, open air sport court, on the property. The sport court consists of a concrete pad measuring 26.0’ x 44.0’ surrounded by 10.0’ tall open netting.

The Zoning Ordinance defines usual recreation equipment as “a recreational structure or recreational equipment that is incidental to and associated with a residential use located on the same lot, but is of such a scale or operated in such a way that it has visual impact or noise impact that is not typically or customarily found on a residential lot.” Because the Zoning Ordinance classifies unusual recreation equipment as a special use in the R1-H zoning district, special use approval is required to retain the enclosed, open air sport court.

While the sport court was properly permitted before being constructed, the netting was installed later. It is the addition of the 10.0’ tall netting that results in the court being considered unusual recreation equipment.

The enclosed sport court conforms to the setback, height, and impervious surface coverage requirements of the Zoning Ordinance.

Other Unusual Recreation Special Use Requests

<table>
<thead>
<tr>
<th>Address</th>
<th>Case Number</th>
<th>ZBA:</th>
<th>VB:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1006 Forest Avenue</td>
<td>Case 2021-Z-11</td>
<td>Grant</td>
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<tr>
<td>Request for a special use for unusual recreation equipment, a 5.0’ side yard adjoining a street setback variation, and a 4.53’ side yard setback variation to permit the retention of a batting cage</td>
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<td>1111 Sheridan Road</td>
<td>Case 2020-Z-22</td>
<td>Grant</td>
<td>VB: Granted**</td>
</tr>
<tr>
<td>Request for a special use for unusual recreation equipment, a 17.8’ rear yard of a double-frontage lot setback variation, and a 180.99 (5.35%) square foot rear yard of a double-frontage lot impervious surface coverage variation to permit the retention of a seasonal batting cage (**granted with conditions)</td>
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</tr>
<tr>
<td>835 16th Street</td>
<td>Case 2013-Z-09</td>
<td>Deny</td>
<td>VB: Granted</td>
</tr>
<tr>
<td>Request for a special use for unusual recreation equipment (all season hockey rink)</td>
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</tbody>
</table>
Request for a special use for unusual recreation equipment (batting cage), a 1.0’ side yard setback variation, a 0.17’ side yard setback variation, a 0.08’ rear yard setback variation, and a 323.75 square foot (17.27%) rear yard structure impervious surface coverage variation to retain a batting cage (**granted with conditions)

Request for a special use for unusual recreation equipment to retain an existing skate board pipe

Zoning Ordinance Provisions Involved

Section 2.4 defines unusual recreation equipment as a recreational structure or recreational equipment that is incidental to and associated with a residential use located on the same lot, but is of such a scale or operated in such a way that it has visual impact or noise impact that is not typically or customarily found on a residential lot.

Section 5.3 outlines the special use procedures.

Section 8.2 references table 8-1, which lists Unusual Recreation Equipment as a special use in the R1-G zoning district.

Section 13.4.X establishes the following additional standards for Unusual Recreation Equipment:

1. The installation and character of the equipment must reflect the scale and location of facilities generally accepted as usual and customary in single-family districts.

2. The level and duration of noise produced by the use of such equipment must reflect that which is accepted as usual and customary in single-family neighborhoods.

Action Required

Move to recommend granting a request for a special use for unusual recreation equipment to permit the retention of a sport court at 301 Sheridan Road 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-35.

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>
<td></td>
</tr>
<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>Sidwell Tax Map</td>
</tr>
</tbody>
</table>
1.3 Plat of Survey
1.4 Site Plan
1.5 Landscape Plan

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 May 24, 2022
2.4 Notice of Public Hearing as published in the Wilmette Life, May 26, 2022
2.5 Certificate of publication
2.6 Certificate of posting, dated May 27, 2022
2.7 Affidavit of compliance with notice requirements, filed by applicant, May 27, 2022
2.8 Email from Rick Dean, 123 Maple Avenue, dated June 12, 2022

Minutes from the June 15, 2022 meeting

3.0 TESTIMONY, COMMENTS, AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 None

3.2 Summary of presentations

3.21 Ms. Randolph said that the applicant requested that the case be continued to the July 6, 2022 meeting since only four ZBA members were expected to be present.

6.0 DECISION

6.1 Mr. Pellaton moved to continue this case to the August 17, 2022 meeting.

6.11 Mr. Surman seconded the motion, and the vote was as follows:

Chairman Reinhard Schneider Yes
Brad Falkof Yes
Didier Glattard Not Present
Christine Norrick Not Present
Ryrie Pellaton Not Present
Bob Surman Yes
Maria Urban Yes
Motion carried.

Minutes from the August 17, 2022 meeting

3.0 COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Mr. Dan Neely, applicant
301 Sheridan Road

3.2 Summary of presentations

3.21 Ms. Roberts said this is a request for a special use for unusual recreation equipment to permit the retention of a sport court. The Village Board will hear this case on September 12, 2022.

3.22 Mr. Neely said they have had an existing netted small court (for two years) in the back of their yard on an alley. Netting was placed due to a busy alley (as it is now on Google maps and used by commercial vehicles) and for the safety of their children. He is unaware of any complaints. It is 99.8% see-through. It is disguised on the Maple side of their home with arborvitae.

3.23 Mr. Falkof asked if this case is only here because a netting was installed.

Ms. Roberts verified same stating it is above 6.5’.

3.24 Ms. Urban understands the intent of the netting due to the traffic along the alley. She asked why the netting was extended on the south and north sides.

Mr. Neely stated, per code, they are required to drop the fence to 48”; therefore, a basketball from their yard could bounce into the neighbor’s yard or alley.

3.25 Ms. Norrick asked Staff if there were other instances of netting around other sports courts.

Ms. Roberts answered yes.

3.26 Mr. Glattard clarified they are only approving the netting.

Ms. Roberts responded in the affirmative.

3.27 Acting Chairman Surman asked, and 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 Ms. Urban said she agrees it is hard to see the netting from Maple Avenue. The
netting is difficult to see as it is see-through, it is a minor request to protect children on the sport court. She is in support of this.

5.2 Mr. Glattard concurred. The netting cannot be seen, and it stops balls from entering the alley or neighbor’s yard. It is a safety issue and a good idea.

5.3 Mr. Falkof concurred. It helps to have the arborvitae and fence. He believes this is very tasteful and is in support of this.

5.4 Ms. Norrick concurred. The standards of review are met. It is a tasteful, minor safety-related netting, so she is in support.

5.3 Acting Chairman Surman concurred. It is well-designed, well-integrated, and practical. He is in support.

6.0 DECISION

6.1 Ms. Urban moved to recommend granting a request for a special use for unusual recreation equipment to permit the retention of a sport court at 301 Sheridan Road in accordance with the plans submitted. The use shall run with the use.

6.11 Mr. Glattard seconded the motion, and the vote was as follows:

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Acting Chairman Bob Surman</td>
<td>Yes</td>
</tr>
<tr>
<td>Chairman Reinhard Schneider</td>
<td>Not Present</td>
</tr>
<tr>
<td>Brad Falkof</td>
<td>Yes</td>
</tr>
<tr>
<td>Didier Glattard</td>
<td>Yes</td>
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<tr>
<td>Christine Norrick</td>
<td>Yes</td>
</tr>
<tr>
<td>Ryrie Pellaton</td>
<td>Not Present</td>
</tr>
<tr>
<td>Maria Urban</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Motion fails.

6.2 Ms. Norrick moved to authorize the Chairman to prepare the report and recommendation for case number 2022-Z-35.

6.21 Mr. Falkof seconded the motion, and the vote was as follows:

<table>
<thead>
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<td>Brad Falkof</td>
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<td>Yes</td>
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<td>Christine Norrick</td>
<td>Yes</td>
</tr>
<tr>
<td>Ryrie Pellaton</td>
<td>Not Present</td>
</tr>
<tr>
<td>Maria Urban</td>
<td>Yes</td>
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</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 unusual recreation equipment (sport court mesh netting) is consistent with the goals and policies of the Comprehensive Plan. The retention of the unusual recreation equipment will not be detrimental to or endanger the public health, safety and welfare and will not be injurious to the use or enjoyment of other property in the neighborhood. The use will not substantially diminish property values. No utilities, road access or drainage are necessary for the proposed use. There are no traffic impacts from the proposed use. The proposed use will be consistent with the community character in that other residential properties have similar equipment in their yards. There are no known archeological, historical or cultural resources that would be impacted by the proposed use. The mesh netting being mostly see through, there are no additional buffer, landscaping or public open space necessary for the proposed use.

8.0  RECOMMENDATION

The Zoning Board of Appeals recommends granting a request for a special use for unusual recreation equipment to permit the retention of a sport court at 301 Sheridan Road in accordance with the plans submitted. The use shall run with the use.
Highlighted -> Arborvitae border on South + West side

Red lines indicate netting.
April 20, 2022

Community Development Department  
Zoning Board of Appeals  
The Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, IL 60091

Dear Members of Zoning Board,

We are writing to submit our application for a special use permit. We have attached our application and all supporting documentation for your review. The permit request is for 10' containment netting along 3 sides of our existing 26 X 44 multipurpose sport court exposed to vehicle traffic located along the alley on the west side of our property at 301 Sheridan Road, Wilmette, IL 60091. (See diagram & photo)

We hope your review will find that the netting is classified as “unusual recreation equipment and meets the approval standards for special uses. Highlighting specifically:

1a- The proposed use of of a multipurpose sport court (mainly basketball and pickleball) on a busy alleyway requires netting for exterior enclosures, fencing, and separation to increase safety. This has become essential as we have seen a considerable increase in alley traffic since 2018 with the addition of our alleyway (connecting Laurel and Maple) as a “road” in most of the major mobile mapping applications i.e. Google maps and Waze. This unique situation has resulted in our alley being frequently used by commercial vehicles and additional residential traffic being redirected to avoid Sheridan Road at high traffic volume times of day. (See photos attached)

1b & c- The netting is specific to the sport court (similar to netting used for batting cages and trampolines) and is completely contained within our property and will improve safety for our 3 children on the alleyway and will not be injurious to the use or enjoyment of other properties in the neighborhood.

1d & e All surrounding properties are already fully developed. Property across the alley has sold with sport court and containment in place with no impact on property value. The proposed special use occupies an existing space, and requires no construction, alteration, or neighborhood disturbance.

1i & j- The containment netting is 99.8% see through and does not limit light or air flow to adjacent properties. To alleviate visual impact of any support structures for the netting for adjacent properties and village street view curb appeal, we have created a permanent landscaping buffer evergreen trees on the south and west side. Within the next year; the trees should reach the height of netting and completely mask netting and court from street view. (See attached landscape plan)

Thank you for taking the time to review our application.

Sincerely yours,

Dan and Tiffany Neely

Dan and Tiffany Neely
Special Use Request

In the rear of our yard we have a sport court which is 26x44 feet. We would like a special use permit for the netting around the court which is 10 feet in height. The netting (red below) is on the side of the court that runs along the alley north to south and is 44 feet in length. The Netting is also on the 2 sides of the court that runs east to west and is 26 feet in length.

44 feet

26 feet

Maple St.

Driveway

Pre-fencing Picture
Roads that are part of Google Maps as of August 2016. Note alley between Maple and Laurel.

Picture from google maps street view as of date alley added.
NOTICE OF PUBLIC HEARING

Notice is hereby given that on Wednesday, June 15, 2022 at 7:00 PM, 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-20  3434 Illinois Road
A request by Loyola Academy for a special use for an educational facility, secondary and a special use to permit an accessory structure in excess of 200 square feet to permit the installation and use of an educational garden on the property identified as Property Index Number 05-30-400-011-0000.

2022-Z-34  419 Lake Avenue
A request by Mike and Shelly Schildkraut for a 140 square foot (10%) front yard impervious surface coverage variation and a variance to permit a parking space within a required front yard on the property identified as Property Index Number 05-34-203-004-0000.

2022-Z-35  301 Sheridan Road
A request by Dan Neely for a special use for unusual recreation equipment to permit the retention of a sport court on the property identified as Property Index Number 05-35-120-029-0000.

2022-Z-34  3445 Old Glenview Road
A request by Alan Rosenfeld for a 2.0' fence height variation and fence openness variation to permit the installation of a 6.0' tall solid fence in the rear yard of a double-frontage lot on the property identified as Property Index Number 05-33-324-001-0000.

2022-Z-37  2701 Birchwood Avenue
A request by Michelle Leonardo for a 1.0' fence height variation and fence openness variation to permit the installation of a 5.0' tall solid fence in a side yard adjoining a street on the property identified as Property Index Number 05-32-120-008-0000.

Reinhard Schneider, Chairman  Rytle Pellaton
Brad Falkof  Bob Surman
Didier Ollitrud  Maria Urban
Christine Norick

(Constituting the Zoning Board of Appeals of the Village of Wilmette, Illinois)

If you are a person with a disability and need special accommodations to participate in and/or attend a Village of Wilmette public meeting, please notify the Village Manager’s Office at (847) 853-7510 (TTY (847) 853-7634) as soon as possible.
May 26, 2022 - 7216859
I'm in favor of retaining the sport court at 301 Sheridan Rd. I'm the renter of 123 Maple and the new owner of 120 Maple Ave.

Thanks,
Rick Dean
773-255-0198
ORDINANCE NO. 2022-O-58

AN ORDINANCE AUTHORIZING A SPECIAL USE PURSUANT TO THE WILMETTE ZONING ORDINANCE
(301 Sheridan Road)

WHEREAS, Dan Neely, (“Applicant”) has submitted an application for a Special Use under Section 5.3 and Section 13.4.X of the Zoning Code. Specifically, Applicant requests a Special Use for unusual recreation equipment (“Special Use”) to permit the retention of a sport court upon the property commonly known as 301 Sheridan Road, Wilmette, Cook County, Illinois, and legally described as follows (“Subject Property”):

LOT 3 AND 4 IN BLOCK 1 IN HILL AND LATHAM’S SUBDIVISION OF THE NORTH 256 FEET OF LOTS 29, 30 AND 31, IN BAXTER’S SUBDIVISION OF THE SOUTH SECTION OF OUILMETTE RESERVATION, SECTION 35, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (IN THE SOUTH SECTION OF OUILMETTE RESERVATION, TOWNSHIP 42 NORTH, RANGE 13).

WHEREAS, the Zoning Board of Appeals, after giving due and proper notice as required by law, held public hearings on June 15, 2022 and August 17, 2022, on the foregoing application for a 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 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 13th day of September 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 13th day of September 2022.

_______________________________________________________________
President of the Village of Wilmette, IL

ATTEST:

_______________________________________________________________
Clerk of the Village of Wilmette, IL
REPORT TO THE BOARD OF TRUSTEES
FROM THE
ZONING BOARD OF APPEALS

Recommendation: The Zoning Board of Appeals recommends granting a request for an expansion of a special use (wireless telecommunications equipment), a variation to permit the alteration of a legal non-conforming structure, a 7.75’ side yard setback variation (array), a 5.25’ side yard setback variation (equipment), and a 7.0’ height variation to permit the installation of new wireless telecommunication equipment including a new antenna array on the existing monopole and associated ground equipment at 20 Frontage Road in accordance with the plans submitted. The use to run with the use.

Case Number: 2022-Z-47

Property: 20 Frontage Road

Zoning District: R1-A, Single-Family Detached Residence

Applicant: Crown Castle USA Inc.

Nature of Application: Request for an expansion of a special use (wireless telecommunications equipment), a variation to permit the alteration of a legal non-conforming structure, a 7.75’ side yard setback variation (array), a 5.25’ side yard setback variation (equipment), and a 7.0’ height variation to permit the installation of new wireless telecommunication equipment including a new antenna array on the existing monopole and associated ground equipment

Applicable Provisions of the Zoning Ordinance:

Section 5.3
Section 5.4
Section 8.2
Section 8.3
Section 12.3.BB.2.a.ii
Section 12.3.BB.2.a.iii
Section 12.3.BB.3.a
Section 12.3.BB.4
Section 17.4.C
Section 17.4.D

Hearing Date: August 17, 2022

Date of Application: June 6, 2022
Zoning Board Vote:
Acting Chairman Bob Surman Yes
Chairman Reinhard Schneider Not Present
Brad Falkof Yes
Didier Glattard Yes
Christine Norrick Yes
Ryrie Pellaton Not Present
Maria Urban Yes

Notices:
Notice of public hearing to the applicant, July 26, 2022.

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]
9/7/22
STAFF INFORMATION AS PRESENTED TO THE ZONING BOARD OF APPEALS

Description of Property

The Subject Property is located on the west side of Frontage Road, approximately 108.5’ south of Riverside Drive. The Subject Property is an easement over the single-family home property at 1221 Frontage Road. The property including the house has 64.25’ of frontage on Frontage Road and has an average depth of 338.99’ and has an area of approximately 21,780.11 square feet. The property is improved with a two-story single-family residence with an attached garage and a cellular antenna pole and a service building.

The free standing tower was built prior to the property being annexed into Wilmette in 1989.

To the north, west, and south are properties zoned R1-A, Single-Family Detached Residence, and improved with single-family homes. To the east is the Eden’s Expressway. The cellular tower is a legal non-conforming structure, in that it does not meet the height requirement of the Zoning Ordinance.

Proposal

The petitioner is requesting a special use to expand an existing special use (wireless telecommunications equipment) to all the installation of a new antenna array on the existing monopole and associated ground equipment. Because the Zoning Ordinance establishes wireless telecommunications equipment as a special use, special use approval is required for the proposed changes. Because the existing monopole is non-conforming, a variation is required to structurally alter the monopole with a new array.

The new array has a south side yard setback of 7.75’. Because the Zoning Ordinance requires a side yard setback of 20.0’, a 12.25 side yard setback variation is required. The ground equipment has a south side yard setback of 14.75’. Because the Zoning Ordinance requires a side yard setback of 20.0’, a 5.25’ side yard setback variation is required.

The proposed new array has a height of 80’ to the centerline. Because the Zoning Ordinance limits the height of free standing wireless communication antennas to 73.0’, a 7.0’ height variation is required.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Required</th>
<th>Existing</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Side Yard Setback – Equipment</td>
<td>20.0’</td>
<td>10.5’</td>
<td>14.5*</td>
</tr>
<tr>
<td>Side Yard Setback – New Array</td>
<td>20.0’</td>
<td>NA</td>
<td>7.75**</td>
</tr>
</tbody>
</table>

* Non-conforming

Other Requests at the Subject Property

20 Frontage Road Case 2006-Z-33 ZBA: Grant VB: Granted
Request for a 19.9 decibel sound variation to permit the installation of a new emergency generator and a variation to structurally alter an existing legal nonconforming structure (cellular antenna
20 Frontage Road Case 2022-Z-47
Request for a variation to allow two principal buildings on a lot and a 201.75 square foot front yard coverage variation to permit the construction of a house on a lot containing a telephone antenna and service building.

20 Frontage Road Case 1991-Z-69 ZBA: Grant VB: Granted
Request for a variation to allow two principal buildings on a lot and a 201.75 square foot front yard coverage variation to permit the construction of a house on a lot containing a telephone antenna and service building.

20 Frontage Road Case 1992-P-01 PC: Grant VB: Granted with conditions
Request for tentative plat approval for a two lot subdivision.

Other Wireless Telecommunications Equipment Requests

2300 Old Glenview Road Case 2011-Z-01 ZBA: Deny VB: Withdrawn
Request for a special use for a public utility service use (personal wireless telecommunications facility) to allow the installation of cellular antennas on an existing institutional building.

1929 Elmwood Avenue Case 2008-Z-58 ZBA: Grant VB: Granted
Request for a special use for a public utility service use (personal wireless telecommunications facility) to allow the installation of a cellular antenna onto an existing chimney.

1200 Hibbard Road Case 2003-Z-71 ZBA: Grant VB: Granted
Request for a special use for a public utility service use (personal wireless telecommunications facility), a 68’ side yard setback variation, and a 60’ height variation to allow for the reconstruction and expansion of a church steeple and the installation of personal wireless antennae in the steeple on a legal nonconforming structure.

1200 Central Avenue Case 1999-Z-51 ZBA: Deny VB: Granted
Request for a special use to allow the installation of a personal wireless telecommunications facility.

1200 Wilmette Avenue Case 1996-Z-59 ZBA: Grant VB: Granted
Request for a special use and a 57’ height variation to allow the construction and operation of a 130’ telecommunications facility.

Zoning Ordinance Provisions Involved

Section 5.3 outlines the special use procedures.

Section 5.4 outlines the variation procedures.

Section 8-2 references Table 8-1, which lists Wireless Telecommunications Equipment as a special use in the R1 zoning districts.

Section 8.3 references Table 8-2, which establishes a side yard setback of 20.0’ for non-residential uses on the Subject Property.

Section 12.3.BB.2.a.ii states that free standing wireless communication antennas in excess of 73’ in
height above grade shall require a height variation for that portion above 73’.

Section 12.3.BB.2.a.iii states free standing wireless communication antenna must meet all minimum setback and yard requirements of the district and all applicable federal laws and regulations concerning its use and operation.

Section 12.3.BB.3.a states that in considering a request for approval of a wireless service facility, the Zoning Board of Appeals or the Village Board, as the case may be, must, in addition to these standards, also give due consideration and weight to whether the applicant has sought and been denied the opportunity to co-locate its personal wireless service facility on an existing antenna-supporting structure and, if the proposed site is located outside of the areas listed in Paragraph 2.a, whether the applicant has made adequate efforts to obtain a site in those areas.

Section 12.3.BB.4 states that any wireless service facility installed and operating that is a legal non-conforming use or a legal non-conforming structure, as the case may be, and is subject to the rules on non-conformities provided in the Zoning Ordinance.

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 an expansion of a special use (wireless telecommunications equipment), a variation to permit the alteration of a legal non-conforming structure, a 7.75’ side yard setback variation (array), a 5.25’ side yard setback variation (equipment), and a 7.0’ height variation to permit the installation of new wireless telecommunication equipment including a new antenna array on the existing monopole and associated ground equipment at 20 Frontage Road, 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-47.

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>
<tr>
<td>1.1</td>
<td>GIS Map</td>
</tr>
<tr>
<td>1.2</td>
<td>Sidwell Tax Map</td>
</tr>
</tbody>
</table>
1.3 Plat of Survey
1.4 Site Plan
1.5 West Elevation

**Written Correspondence and Documentation**

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0</td>
<td>Completed application form</td>
</tr>
<tr>
<td>2.1</td>
<td>Letter of application</td>
</tr>
<tr>
<td>2.2</td>
<td>Proof of ownership</td>
</tr>
<tr>
<td>2.3</td>
<td>Notice of Public Hearing as prepared for the petitioner, dated July 26, 2022</td>
</tr>
<tr>
<td>2.4</td>
<td>Notice of Public Hearing as published in the <em>Wilmette Life</em>, July 28, 2022</td>
</tr>
<tr>
<td>2.5</td>
<td>Certificate of publication</td>
</tr>
<tr>
<td>2.6</td>
<td>Certificate of posting, dated August 1, 2022</td>
</tr>
<tr>
<td>2.7</td>
<td>Affidavit of compliance with notice requirements, filed by applicant, August 9, 2022</td>
</tr>
</tbody>
</table>

**3.0 COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT**

**3.1 Persons appearing for the applicant**

<table>
<thead>
<tr>
<th>Number</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.11</td>
<td>Mr. Adam Law, attorney</td>
</tr>
<tr>
<td></td>
<td>Taft Stettinius &amp; Hollister LLP</td>
</tr>
<tr>
<td></td>
<td>111 E. Wacker Drive, Suite 2800, Chicago</td>
</tr>
</tbody>
</table>

**3.2 Summary of presentations**

3.21 Ms. Roberts said this is a request for an expansion of a special use (wireless telecommunications equipment), a variation to permit the alteration of a legal non-conforming structure, a 7.75’ side yard setback variation (array), a 5.25’ side yard setback variation (equipment), and a 7.0’ height variation to permit the installation of new wireless telecommunication equipment including a new antenna array on the existing monopole and associated ground equipment. The Village Board will hear this case on September 13, 2022.

3.22 Mr. Law noted a client representative with Crown Castle USA intended to be present this evening but was unable to attend. Their firm was brought in two days ago.

The applicant is installing a new wireless antenna array on the existing monopole which will be 80’ off the ground on a small platform of 5x7 which will house a GPS unit and radio equipment to be installed on the center portion of the property. This is being coordinated on the west side of the center lot. This minimizes visual disruption to the existing structure. This modification is commonly referred to as minor modification to an existing wireless facility of the Spectrum Act. He
explained the Act. The 5G network is being expanded. The letter in the packet was referred to, and excerpts were read. An FCC road map was referenced and explained same.

3.23 Mr. Falkof asked if there is a picture of the tower.

Mr. Law directed everyone to the site plan. He illustrated and explained the plan. The additions are marked. An aerial view was also shown.

Mr. Falkof asked if the neighbors were contacted.

Mr. Law is unaware. He spoke to Wilmette’s Corporation Counsel who understands the Spectrum Act. This type of request typically doesn’t require zoning relief because of the federal preemption.

Mr. Falkof asked if Staff is aware if the applicant contacted the neighbors.

Mr. Roberts advised she hadn’t heard from any of the neighbors.

3.24 Ms. Norrick stated the neighbors are notified by mail.

Mr. Law said letters were sent, notification in the paper was published, a sign was posted, and an affidavit of compliance with the Village’s notification requirements was completed.

3.25 Mr. Falkof asked, if he was a neighbor, would he know that a change was made? Or is everything hidden away behind the fencing?

Mr. Law illustrated the existing structure and the added platform. He noted the neighbors are shielded. It is behind the fencing. The array is 80’ off the ground. The pole is 100’. The radio arrays extend 3’ out from the pole.

Mr. Falkof asked if there is any reason for concern about safety.

Mr. Law said the FCC determined at certain heights for 5G (fifth generation), it operates at a different wavelength and is safe for human exposure. It is the same as other radio waves. It doesn’t interfere with air traffic. There are FCC guidelines on heights, distance, setbacks, etc. for safety purposes and all those requirements are being met.

Mr. Law also believes they meet all the applicable approval standards of variations and special uses. He apologized he didn’t note same in writing.

3.26 Ms. Norrick asked Staff if the 7’ height variation is for the existing pole.

Ms. Roberts said it is for the antennae at 80’.
Mr. Law said they are adding to what’s allowed.

3.27 Ms. Urban asked why the new array could not be located at the 73’ level.

Mr. Law said the array has to be within 20’ of the top of the array for regulations and safety purposes. For the side platform, the setback variation comes into play as it is trying to be hidden. It is further away from houses, less accessible in the back.

3.28 Mr. Falkof asked where the address, 20 Frontage Road, comes from.

Mr. Law believes it was assigned when it was annexed in.

Ms. Roberts concurred.

5.0 VIEWS EXPRESSED BY MEMBERS OF THE ZONING BOARD OF APPEALS

5.1 Mr. Glattard said he sees this as a minor variation and doesn’t see it impacting any neighbors as they are not present nor expressed concerns. He will support this.

5.2 Mr. Falkof concurred and will support this.

5.3 Ms. Urban said she believes it was a coincidence that it backed up to Loyola’s garden center as well. The pole is there with arrays hanging. The current configuration is lower. She will support this.

5.4 Ms. Norrick concurred. The petitioner explained the reasons why this was chosen and the hardship.

5.5 Acting Chairman Surman concurred.

6.0 DECISION

6.1 Mr. Glattard moved to recommend granting a request for an expansion of a special use (wireless telecommunications equipment), a variation to permit the alteration of a legal non-conforming structure, a 7.75’ side yard setback variation (array), a 5.25’ side yard setback variation (equipment), and a 7.0’ height variation to permit the installation of new wireless telecommunication equipment including a new antenna array on the existing monopole and associated ground equipment at 20 Frontage Road in accordance with the plans submitted. The use shall run with the use.

6.11 Mr. Falkof seconded the motion, and the vote was as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Acting Chairman Bob Surman</td>
<td>Yes</td>
</tr>
<tr>
<td>Chairman Reinhard Schneider</td>
<td>Not Present</td>
</tr>
<tr>
<td>Brad Falkof</td>
<td>Yes</td>
</tr>
<tr>
<td>Didier Glattard</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Christine Norrick  Yes
Ryrie Pellaton  Not Present
Maria Urban  Yes

Motion carried.

6.2  Ms. Norrick moved to authorize the Chairman to prepare the report and recommendation for case number 2022-Z-47.

6.21  Ms. Urban seconded the motion, and the vote was as follows:

Acting Chairman Bob Surman  Yes
Chairman Reinhard Schneider  Not Present
Brad Falkof  Yes
Didier Glattard  Yes
Christine Norrick  Yes
Ryrie Pellaton  Not Present
Maria Choca 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 and the variation standards of Section 5.4.F of the Zoning Ordinance. The proposed expanded use is consistent with the goals and policies of the Comprehensive Plan. The expanded use will not be detrimental to or endanger the public health, safety and welfare. The proposed expanded use will not be injurious to the use or enjoyment of other property in the neighborhood. The proposed expanded use will not substantially diminish property values. No utilities, road access or drainage are necessary for the proposed expansion. There are no traffic impacts from the proposed expansion. The proposed expanded use will be consistent with the community character in that the additional antennae are being located on an existing wireless telecommunications monopole. There are no known archeological, historical, or cultural resources that would be impacted by the proposed expansion. There are no additional buffer, landscaping, or public open space necessary for the proposed expansion.

The height of the existing tower was established years ago and requiring the proposed antennae to be located lower imposes upon the owner a practical difficulty. The plight of the owner was not created by the owner but by the antennae use being established at a time the property was located in unincorporated Cook County. The difficulty is peculiar to the property in question as there is only one other wireless telecommunications monopole in the Village. The additional antennae will not impair an adequate supply of light and air to adjacent property. The additional antennae will not alter the essential character of the neighborhood as it is being installed on an existing monopole.
8.0 RECOMMENDATION

The Zoning Board of Appeals recommends granting a request for an expansion of a special use (wireless telecommunications equipment), a variation to permit the alteration of a legal non-conforming structure, a 7.75’ side yard setback variation (array), a 5.25’ side yard setback variation (equipment), and a 7.0’ height variation to permit the installation of new wireless telecommunication equipment including a new antenna array on the existing monopole and associated ground equipment at 20 Frontage Road in accordance with the plans submitted. The use shall run with the use.
November 2, 2021

IL - VILLAGE OF WILMETTE
Community Development
Lucas Sivertsen, Business Development Planner
1200 WILMETTE AVE
WILMETTE, IL 60091

Via Mail

**********NOTICE OF ELIGIBLE FACILITIES REQUEST**********

RE: Request for Minor Modification to Existing Wireless Facility – Section 6409
   Site Address: 20 FRONTAGE ROAD, WILMETTE, IL 60091
   Crown Site Number: 817482 / Crown Site Name: WILMETTE/FRONTAGE
   Customer Site Number: CHCH100115A / Application Number: 559855

Dear Lucas Sivertsen, Business Development Planner:

On behalf of DISH Wireless L.L.C. ("Dish Wireless" or "Applicant"), Crown Castle USA Inc. ("Crown Castle") is pleased to submit this request to modify the existing wireless facility noted above through the collocation, replacement and/or removal of the Applicant’s equipment as an eligible facilities request for a minor modification under Section 6409¹ and the rules of the Federal Communications Commission ("FCC").²

Section 6409 mandates that state and local governments must approve any eligible facilities request for the modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. Under Section 6409, to toll the review period, if the reviewing authority determines that the application is incomplete, it must provide written notice to the applicant within 30 days, which clearly and specifically delineates all missing documents or information reasonably related to whether the request meets the federal requirements.³ Additionally, if a state or local government, fails to issue any approvals required for this request within 60 days, these approvals are deemed granted. The FCC has clarified that the 30-day and 60-day deadlines begins when an applicant: (1) takes the first step required under state or local law; and (2) submits information sufficient to inform the jurisdiction that this modification qualifies under the federal law⁴. Please note that with the submission of this letter and enclosed items, the thirty and sixty-day review periods have started. Based on this filing, the deadline for written notice of incomplete application is December 2, 2021, and the deadline for issuance of approval is January 1, 2022.

The proposed scope of work for this project includes:

---

³ See 47 CFR § 1.6100 (c)(3). ⁴ See 2020 Upgrade Order at paragraph 16.

The Foundation for a Wireless World
CrownCastle.com
Collocation of antennas, ancillary equipment and ground equipment as per plans on an existing wireless communication facility.

At the end of this letter is a checklist of the applicable substantial change criteria under Section 6409. Additionally, please find enclosed the following information in support of this request:

1. Zoning Application;
2. Construction Drawings;
3. Structural Analysis; and
4. Section 6409 Substantial Change Checklist.

As these documents indicate, (i) the modification involves the collocation, removal or replacement of transmission equipment; and (ii) such modification will not substantially change the physical dimensions of such tower or base station. As such, it is an “eligible facilities request” as defined in the FCC’s rules to which the 60-day deadline for approval applies. Accordingly, Applicant requests all authorization necessary for this proposed minor modification under Section 6409.

Our goal is to work with you to obtain approvals earlier than the deadline. We will respond promptly to any request for related information you may have in connection with this request. Please let us know how we can work with you to expedite the approval process. We look forward to working with you on this important project, which will improve wireless telecommunication services in your community using collocation on existing infrastructure. If you have any questions, please do not hesitate to contact me.

Regards,

Darren Williams
Darren Williams
Site Acquisition Specialist
Crown Castle
Agent for Applicant
(630) 480-5164
Darren.Williams@crowncastle.com

The Foundation for a Wireless World
CrownCastle.com
Section 6409 Substantial Change Checklist
Towers Outside of the Public Right of Way

The Federal Communications Commission has determined that a modification substantially changes the physical dimension of a wireless tower or base station under 47 U.S.C. § 1455(a) if it meets one of six enumerated criteria under 47 C.F.R. § 1.6100.

Criteria for Towers Outside the Public Rights of Way

<table>
<thead>
<tr>
<th>YES/NO</th>
<th>NO</th>
<th>Does the modification increase the height of the tower by more than the greater of: (a) 10% (b) or, the height of an additional antenna array plus separation of up to 20 feet from the top of the nearest existing antenna?</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES/NO</td>
<td>NO</td>
<td>Does the modification add an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet or more than the width of the tower structure at the level of the appurtenance, whichever is greater?</td>
</tr>
<tr>
<td>YES/NO</td>
<td>NO</td>
<td>Does the modification involve the installation of more than the standard number of new equipment cabinets for the technology involved or add more than four new equipment cabinets?</td>
</tr>
<tr>
<td>YES/NO</td>
<td>NO</td>
<td>Does the modification entail any excavation or deployment outside the current site by more than 30 feet in any direction, not including any access or utility easements?</td>
</tr>
<tr>
<td>YES/NO</td>
<td>NO</td>
<td>Does the modification defeat the concealment elements of the eligible support structure?</td>
</tr>
<tr>
<td>YES/NO</td>
<td>NO</td>
<td>Does the modification violate conditions associated with the siting approval with the prior approval the tower or base station other than as specified in 47 C.F.R. § 1.6100(c)(7)(i) – (iv)?</td>
</tr>
</tbody>
</table>

If all questions in the above section are answered “NO,” then the modification does not constitute a substantial change to the existing tower under 47 C.F.R. § 1.6100.
Eligible Facilities Requests for Modification to Existing Wireless Facilities Under Section 6409

On February 22, 2012, Congress enacted “collocation-by-right” legislation preemptioning delays in the process of zoning or permitting the collocation of transmission equipment on existing wireless communications facilities ("Section 6409"), and the Federal Communications Commission has adopted federal regulations to implement and enforce the provisions of Section 6409.1 Section 6409 mandates that local governments must approve “eligible facilities requests” or “EFRs” within a sixty day shot clock or they are deemed granted.

What is an EFR? An EFR is a request to collocate, replace or remove transmission equipment on an existing tower or base station that does not “substantially change” the physical dimensions of that tower or base station, as defined under federal law.

A local government may establish a process for approving EFR, subject to the federal rules:

- **Shot Clock.** Under Section 6409, a 60-day shot clock for reviewing the request starts when (1) the applicant takes the first procedural step that the local jurisdiction requires as part of its review process; and (2) the applicant submits documentation showing the modification is an eligible facilities request.

- **Scope of Review.** A state or local jurisdiction may require an application process, subject to the federal limitations. When an applicant asserts that a request is an EFR, a local government must approve the request and issue all permits that are required within the shot clock, unless it finds that the request is not covered by the federal rule.

- **Application Requirements.** When an applicant asserts that a request is an EFR, the local government may only require documentation or information that is reasonably related to whether the request meets the requirement the federal law under Section 6409.

- **Tolling and Incomplete Applications.** A local government may toll (pause) the shot clock by sending written notice of missing information within the first 30 days of the shot clock, which clearly and specifically delineates any additional information that is reasonably related to determining whether the request is covered by Section 6409.

- **Deemed Granted.** If a local government does not either approve an EFR or determine that it does not meet the federal criteria, then the request for approval is deemed granted as a matter of law once the shot clock expires. The deemed granted is effective once an applicant sends written notice to the local government.

---

Substantial Change Criteria Under Section 6409

Under Section 6409, there are six criteria that are defined as a “substantial change” to an existing tower or base station. If a proposed modification does not meet one of the six criteria, then the change is not substantial, and a local government is required to approve the request within the 60-day shot clock or it is deemed granted.

A modification is a substantial change if:

- **Height**: It increases the height of the structure by:
  - For towers outside the right-of-way: More than the greater of (a) 10% or (b) the height of one additional antenna array, plus up to 20 feet of separation from the nearest existing array.
  - For towers inside the right-of-way and base stations: More than the greater of 10% or 10 feet.

- **Width**: It involves adding an appurtenance to the body of the tower:
  - For towers outside the right of way: That would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater.
  - For towers inside the right-of-way or base stations: That would protrude from the edge of the structure by more than six feet.

- **Cabinets**: It involves installation of more than four cabinets as part of that modification. For towers inside the right of way or base stations, it is also a substantial change if it involves installation of ground cabinets where there are none, or that are more than 10% larger in height or overall volume than any existing ground cabinets.

- **Site**: It involves excavation or deployment outside of the current site, except for towers outside of the right-of-way, it involves excavation or deployment outside of the current site by more than 30 feet in any direction, not including any access or utility easements.

- **Concealment**: It would defeat the concealment elements of the eligible support structure. This only applies to a structure that is designed and originally permitted to look like something other than a wireless facility.

- **Siting Conditions**: It does not comply with the conditions in the siting approval of the eligible support structure, unless this non-compliance meets the other thresholds under Section 6409.

---

Shot Clock and Review Times Under Section 6409

On February 22, 2012, Congress enacted “collocation-by-right” legislation preempting delays in the state and local process of zoning or permitting the removal, replacement, or collocation of transmission equipment on existing wireless communications facilities (“Section 6409”), and the Federal Communications Commission has adopted federal regulations to implement and enforce the provisions of Section 6409.¹ Section 6409 mandates that local governments may not deny “eligible facilities requests” or “EFRs” within a sixty-day shot clock, or they are deemed granted.

**Application Process.** Under Section 6409, a state or local government may require an application and review whether a request is covered by the federal law, provided that its local process is consistent with federal law. The information and documentation that may be required for an EFR review is limited to that which is “reasonably related” to determining whether the request is covered under Section 6409.

**Start of the Shot Clock.** The 60-day review period starts when the applicant takes the first procedural step that the local government requires as part of its regulatory review process under Section 6409 and provides written documentation showing that a proposed modification is an EFR. If a local jurisdiction does not have a specific process for EFRs, then the first step of a standard zoning or siting review for that approval will start the shot clock.

**Tolling.** The Section 6409 review period, tolling, and shot clock operate independently of all other state, local, or federal tolling and review periods. Once the shot clock starts, it may only be tolled by the agreement of the parties or a written notice that:

- Is provided by the reviewing authority within 30 calendar days of the start of the shot clock;
- Clearly delineates all missing documents or information and specifies the publicly-available code, ordinance, instruction or procedures requiring the information; and
- Is limited to information reasonably related to whether the request meets Section 6409 requirements.

If the shot clock is properly tolled, the timeframe for review begins running again (and does not start the clock over at the beginning of the 60 days) when the applicant makes a supplemental submission. There is no restriction on the applicant’s response time. A local jurisdiction, however, has 10 calendar days from the applicant’s supplemental response to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information.

**Deemed Granted.** If the 60-day shot clock, accounting for any tolling, expires without an approval by the local jurisdiction or a finding that the request does not meet the federal requirements, the request is deemed granted.

NOTICE OF PUBLIC HEARING
Notice is hereby given that on
Wednesday, August 17, 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-35 301 Sheridan Road
A request by Dan Neely for a
special use for unusual recre-
ation equipment to permit the
retention of a sport court on the
property identified as Property
Index Number 05-35-120-029-
0000.

2022-Z-39 744 Illinois Road
A request by Nick Miller and
Mhara Phillips-Miller for a 2.0'
fence height variation and fence
openness variation to permit the
installation of a 6.0' tall solid
fence in a side yard adjoining a
street on the property identified as
Property Index Number 05-
39-201-075-0000.

2022-Z-47 20 Frontage Road
A request by Crown Castle USA,
Inc. for an expansion of a spe-
cial use, an alteration to a legal
non-conforming structure, a 5.4'
side yard setback variation and
a 7.0' height variation to permit
the installation of new wireless
telecommunication equipment
including a new antenna array
on the existing monopole and
associated ground equipment
on the property identified as
Property Index Number 05-30-
400-032-0000 and 05-30-400-
031-0000.

2022-Z-48 924 Forest Avenue
A request by Jeremy Hollis for a
special use to permit an accessory
structure in excess of 200
square feet, a variation to allow
the installation of an accessory
structure on a lot without a prin-
cipal structure, a 2.42' access-
ory structure height variation
(roof), a 4.42' accessory struc-
ture height variation (chimney),
to permit the construction of an
accessory structure without a
principal structure on the prop-
erty identified as Property Index
Number 05-27-409-011-0000.

2022-Z-49 2224 Thornwood
Avenue
A request by David and Carolyn
Hamlin for an 8.0' side yard air
conditioner condenser setback
variation to permit the instal-
lation of two air conditioner
condenser units on the prop-
erty identified as Property Index
Number 05-28-303-031-0000.

Reinhart Schneider, Chairman
Ryne Petalot
Brad Falkof
Bob Surma

Chicago Tribune - chicagotribune.com
160 N Stetson Avenue, Chicago, IL 60601
(312) 222-2222 - Fax: (312) 222-4014
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)
853-2510 (TDD: (847) 853-7634)
as soon as possible.

Published this 28th day of July
2022 in the Wilmette Life.
7/28/22 7267457
ORDINANCE NO. 2022-O-59

AN ORDINANCE AUTHORIZING SPECIAL USE AND VARIATIONS PURSUANT TO THE WILMETTE ZONING ORDINANCE
(20 Frontage Road)

WHEREAS, Crown Castle USA, Inc., (“Applicant”) has submitted a request to expand a Special Use for wireless telecommunications equipment under Section 5.3 of the Zoning Code and for certain variations from Section 8.2, Section 8.3, Section 12.3.BB.2.a.ii, Section 12.3.BB.2.a.iii, Section 12.3.BB.3.a, Section 12.3.BB.4, Section 17.4.C and Section 17.4.D of the Zoning Code. Specifically, Applicant requests to expand a Special Use for wireless telecommunications equipment (“Special Use”) and a variation to permit the alteration of a legal non-conforming structure, a 7.75’ side yard setback variation (array), a 5.25’ side yard setback variation (equipment) and a 7.0’ height variation to permit the installation of new wireless telecommunication equipment, including a new antenna array, on the existing monopole and associated ground equipment (“Requested Variations”) upon the subject property commonly known as 20 Frontage Road, Wilmette, Cook County, Illinois, and legally described as:


WHEREAS, the Zoning Board of Appeals, after giving due and proper notice as required by law, held a public hearing on August 17, 2022, on the foregoing application and request for Special Use and 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 on the
condition that the Special Use shall run with the use and shall not run with the land, and 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 Special Use and Requested
Variations are hereby granted. The Special Use shall run with the use and not run 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 construction,
in accordance with the plans as submitted at the public hearing, and 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 13th
day of September 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 13th day of September 2022.

____________________________
President of the Village of Wilmette, IL

ATTEST:

____________________________
Clerk of the Village of Wilmette, IL
REQUEST FOR BOARD ACTION

Community Development Department

SUBJECT: 2022-Z-45 3534 Forest Avenue – Adoption of Ordinance

MEETING DATE: September 13, 2022

FROM: John Adler, Director of Community Development

Recommended Motion

Adoption of Ordinance 2022-O-60 approving a request for a 542.83 square foot (5.97%) total floor area variation, a 0.06’ front yard setback variation and a 0.57’ first floor height variation to permit the retention of a new home at 3534 Forest Avenue.

Background

At the July 20, 2022 Zoning Board of Appeals meeting, the Board voted to make a negative recommendation on the request. The Village Board reviewed and voted to approve the request with conditions at the August 23, 2022 Village Board meeting.

Discussion

The Village Board is now asked to vote on the adoption of Ordinance 2022-O-60 approving a 542.83 square foot (5.97%) total floor area variation, a 0.06’ front yard setback variation and a 0.57’ first floor height variation to permit the retention of a new home at 3534 Forest Avenue conditioned upon:

1. The Subject Property shall not have added to it any additional floor area (except what is authorized by Ordinance 2022-O-60) without first obtaining zoning relief from the Village. This condition shall survive any amendments to the Zoning Ordinance that would otherwise allow such an addition without relief being required.

2. Ordinance 2022-O-60 shall be recorded against the property with the Cook County Clerk’s Office by the Applicant, at the Applicant’s expense, within 30 days of the passage of the Ordinance.
**Budget Impact**

There is no impact to the budget.

**Documents Attached**

1.0   Ordinance 2022-O-60
ORDINANCE NO. 2022-O-60

AN ORDINANCE AUTHORIZING VARIATIONS PURSUANT TO THE WILMETTE ZONING ORDINANCE
(3534 Forest Avenue)

WHEREAS, Adrian Caushi (“Applicant”) has requested variations from Section 8.3 and Section 8.3.D.2.b of the Zoning Code. Specifically, Applicant requests a 542.83 square foot (5.97%) total floor area variation, a 0.06’ front yard setback variation and a 0.57’ first floor height variation (“Requested Variations”) to permit the retention of a new home upon the subject property commonly known as 3534 Forest Avenue, Wilmette, Cook County, Illinois, and legally described as:


WHEREAS, the Zoning Board of Appeals, after giving due and proper notice as required by law, held a public hearing on July 20, 2022; and

WHEREAS, the Zoning Board of Appeals failed to provide a positive recommendation upon the Applicant’s original request; and

WHEREAS, on August 23, 2022, the Village President and Board of Trustees, in a vote of 7-0, voted to overturn the recommendation of the Zoning Board of Appeals and grant the Requested Variations.

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 that all other requirements of the Zoning and Building Ordinances and the special conditions listed in Section 4 of this Ordinance be complied with.

SECTION 4: The following special conditions shall be complied with:

1. The Subject Property shall not have added to it any additional floor area (except what is authorized by this Ordinance) without first obtaining zoning relief from the Village. This condition shall survive any amendments to the Zoning Ordinance that would otherwise allow such an addition without relief being required.

2. This Ordinance shall be recorded against the property with the Cook County Clerk’s Office by the Applicant, at the Applicant’s expense, within 30 days of the passage of this Ordinance.

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 13th day of September 2022, according to the following roll call vote:

AYES: ____________________________________________________________
NAYS: ____________________________________________________________
ABSTAIN: __________________________________________________________
ABSENT: __________________________________________________________

__________________________
Clerk of the Village of Wilmette, IL

2
APPROVED by the President of the Village of Wilmette, Illinois, this 13th day of September, 2022.

____________________________
President of the Village of Wilmette, IL

ATTEST:

____________________________
Clerk of the Village of Wilmette, IL
Attached is an email from the applicant of case 2022-Z-48 requesting that the case be tabled for one month to October 11, 2022.
Hi John. Thanks for the time on Tuesday to walk through the situation related to our 924 Forest special use request. At this time we would like to ask to table our case while we consider our options.

I am not sure if you need a specific date it is tabled to or if it can be indefinite. If you need a specific date I think we will need at least a month before we make a final decision if we are going to proceed or not.

Thanks again for all your help.

Jeremy

--
Jeremy L. Hollis

Tel: (312) 972-5641
Email: jeremy.hollis@gmail.com
SUBJECT: Resolution 2022-R-89 – Final Approval of Plat of Subdivision for 1100 Ridge Road

MEETING DATE: September 13, 2022

FROM: John Adler, Director of Community Development

Recommended Motion

Adopt Resolution 2022-R-89 for final plat approval of the two-lot subdivision of the property located at 1100 Ridge Road in accordance with plans submitted.

Background

On August 2, 2022, the Plan Commission reviewed and recommended approval of the two-lot subdivision at 1100 Ridge Road. On August 23, 2022, the Village Board concurred with the Plan Commission’s recommendation and granted tentative plat approval.

Discussion

Section 18.2.8 of the Village Code provides that when the Village Board is satisfied with the final plat, it shall adopt a resolution approving the final plat. For subdivisions not requiring the dedication of new public right-of-way, staff will review the final plat to ensure that sufficient public utility easements are provided. The Departments of Community Development and Public Works/Engineering have verified that the final plat meets the necessary requirements.

Budget Impact

There is no impact to the budget.

Documents Attached

1.0 Resolution 2022-R-89
2.0 Final Plat of Subdivision
3.0 Case 2022-P-02
WHEREAS, Jose Rodriguez ("Applicant") has requested final plat approval for a two parcels subdivision. The subdivision plat is attached hereto as Exhibit A (the “Plat”); and

WHEREAS, the Plat is for the property commonly known as 1100 Ridge Road, Wilmette, Cook County, Illinois and legally described as:

Lots 11 and 12 in Block 3 in E.T. Paul’s Subdivision of Blocks 2, 3, and 6 in E.T. Paul’s Addition to Wilmette, a subdivision of the West 1,053 feet of the South ½ of the Southeast ¼ (except the South 6.34 chains) in Section 28, Township 42 North, Range 13 East of the Third Principal Meridian, recorded September 11, 1894 as document 2100389, in Cook County, Illinois.

Property Index Numbers: 05-28-412-005-0000 and 05-28-412-006-0000.

("Subject Property")

WHEREAS, the Plan Commission, after giving due and proper notice, held a public hearing on August 2, 2022 on the foregoing application, and thereafter filed with the President and Board of Trustees of the Village a report recommending that the Village Board grant tentative approval of the plat; and

WHEREAS, the Village President and Board of Trustees granted tentative approval of the plat on August 23, 2022; and

WHEREAS, the Applicant has complied with the applicable ordinances for completion of the final plat and the Village President and Board of Trustees now grant approval of the final plat; therefore, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The foregoing findings and recitals are hereby made a part of this Resolution and are incorporated by referenced as if set forth verbatim herein.
SECTION 2: Pursuant to Section 18-12 of the Village Code, the Final Plat is hereby approved.

SECTION 3: All required village officers are authorized to sign the final plat in accord with the Village Code.

SECTION 4: This Resolution shall take effect immediately upon its passage.

ADOPTED on September 13, 2022, pursuant to the following roll call vote:

AYES: 

NAYS: 

ABSTAIN: 

ABSENT: 

____________________________
Village Clerk

Approved on September 13, 2022

____________________________
Village President

Attest:

____________________________
Village Clerk
SUBJECT: AUGUST 2022 Monthly Disbursements

MEETING DATE: September 13, 2022

FROM: Melinda Molloy, Finance Director

BUDGET IMPACT: Not Applicable

---

**Recommended Motion**

Move to approve the disbursements for the month of August 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

- August 2022 Disbursements Summary
- Village of Wilmette Disbursement Report August 2022
August 2022 Disbursements Summary
to be approved by the Village Board of Trustees
at the September 13, 2022 Village Board meeting

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
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<tr>
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<td>Payroll Disbursements</td>
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<td>8/31/2022</td>
<td>Payroll Disbursements - Fire and Police Pension</td>
<td>681,938.81</td>
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**TOTAL** $2,629,336.65

August 2022

**Accounts Payable Disbursements** (See attached Disbursement Report sorted by amount paid to Vendor):

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<th>Amount</th>
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<td>082422-3</td>
<td>7,000.00</td>
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**TOTAL** $4,493,577.40

August 2022

**Other Disbursements:**

**Transfers - Wire & ACH:**

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<tr>
<th>Description</th>
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<tr>
<td>North Suburban Employee Benefit Co-Op (July premium)</td>
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<td>North Suburban Employee Dental Co-Op (July premium)</td>
<td>14,983.00</td>
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<td>HMO-Illinois (August premium)</td>
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<td>IMRF (August)</td>
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<td>IEPA L17-4672</td>
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**TOTAL** $570,510.96

**Banking Debits:**

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<td>Transfers to the Section 125 Reimbursement Account</td>
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<td>NSCB Service Charges (07/22)</td>
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<td>Matrix/Gateway - vehicle website fees (07/22)</td>
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<td>USPS - Postage Costs (utility billing, Communicator, etc.)</td>
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<td>FedChex - AR Collection Fees</td>
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**TOTAL** $33,305.11

**Total August 2022 Disbursements** $7,726,730.12
## VILLAGE OF WILMETTE DISBURSEMENT REPORT - AUG 2022

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<tr>
<th>Vendor Name</th>
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<th>Invoice Date</th>
<th>Check</th>
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<th>YTD Vendor Total</th>
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**VILLAGE OF WILMETTE DISBURSEMENT REPORT - AUG 2022**

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REQUEST FOR BOARD ACTION

Administrative Services Department

SUBJECT: MUNIS Municipal Software Application Renewal

MEETING DATE: September 13, 2022

FROM: Peter A. Skiles, Administrative Services Director

BUDGET IMPACT:

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Recommended Motion
Move to approve Resolution 2022-R-90 authorizing the Village Manager to execute a contract with Tyler Technologies, Inc., Dallas, TX, for Annual Licensing and Support Services for the Tyler Munis Software Application in the amount of $153,510.

Background
On July 23, 2002 the Village Board approved a contract with Munis Corporation, Falmouth, ME, now Tyler Technologies, Inc., for municipal software applications, implementation services and support. The common name given to such software packages is Enterprise Resource Planning System (ERP).

An ERP is an integrated suite of software programs that uses a single database so the various departments can more easily manage and share information. Another key advantage is its ability to integrate all cash receipt transactions. ERP modules include all financial applications (general ledger, budgeting, payroll, accounts payable and receivable), utility billing, human resources, permits and inspections and work order management. Munis also provides employees with the ability to view real time human resource data on the internet via a secure encrypted internet connection. New modules for Fixed Assets, Inventory Tracking, Work Orders, Fleet and Facilities Management, and the Citizen Request Management system were added to the application in 2016.

Discussion
Support services include unlimited service calls to ensure smooth operation of all Munis modules (see attached) in use by the Village. The annual licensing agreement includes immediate access to all software updates as they become available through an internet-based updater program called Tyler Deploy. This updater is used for both minor bug fixes and updates as well as major version upgrades.
Also budgeted and included in this request are funds for the annual maintenance, hardware and software support for the Munis Self Service module, systems administration support, discounted annual conference passes and training days. Bulk mailing software expense has been eliminated due to the outsourcing of the printing and mailing function. Munis Self Service provides residents with real time access to data regarding Utility Billing, Parking Tickets and some Permits modules, including the ability to pay fees with a major credit card.

**Budget Impact**

Munis software support and licensing are allocated to the below account within the General Fund. The requested amount will be approximately $4,890 under budget.

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**Attachments**

1. Resolution #2022-R90 – Munis Municipal Software Application Renewal (Pricing Schedule Attached)
RESOLUTION NO. 2022-R-90

A RESOLUTION APPROVING A CONTRACT FOR MUNIS MUNICIPAL SOFTWARE APPLICATION BETWEEN THE VILLAGE OF WILMETTE AND TYLER TECHNOLOGIES

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 MUNIS Municipal Software Application renewal by and between the Village of Wilmette and Tyler Technologies, 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 for MUNIS Municipal Software Application renewal 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 September 13, 2022, pursuant to the following roll call vote:

AYES: ____________________________________________

NAYS: ____________________________________________

ABSTAIN: _________________________________________

ABSENT: __________________________________________

______________________________
Village Clerk

Approved on September 13, 2022.

______________________________
Village President

Attest:

______________________________
Village Clerk
EXHIBIT A

CONTRACT FOR MUNIS MUNICIPAL SOFTWARE APPLICATION RENEWAL
SUBJECT: Amendment to the Village Code Pertaining to Residential Parking Restrictions

MEETING DATE: Ordinance Introduction - August 23, 2022
Ordinance Adoption – September 13, 2022

FROM: Brigitte Berger-Raish, P.E., Director of Engineering and Public Works
Dan Manis, P.E., Village Engineer

BUDGET IMPACT: None

Recommended Motion

Move to introduce and subsequently adopt Ordinance #2022-O-54 amending the Village Code, Section 14-453(c) pertaining to residential permit parking.

The proposed text amendment was reviewed and approved by the Municipal Services Committee at their July 14, 2022 meeting.

Background

Section 14-453(c) of the Village Code allows residents on a street with a 24-hour parking restriction the ability to petition the Transportation Commission to park on adjacent streets designated as resident permit parking. This amendment to the resident permit parking section of the Village Code was originally approved by the Village Board in 2006 in response to a petition for permit parking from the residents of the 1500 block of Lake Avenue which has a 24-hour parking restriction. The proposed code change expands this parking exception to residents who live on blocks with at least a 12-hour parking restriction. This proposed code change is in response to a recent petition from residents of the 1100 block of Lake Avenue, which currently has a 15-hour parking restriction.

Per the Code, the process is initiated by a resident petition, that must be signed by sixty-seven percent (67%) of the households requesting the exception, clearly referencing the blocks in which they are seeking permit parking privileges. In addition, the Code states that at least one week before the meeting at which the Transportation Commission will be reviewing the petition seeking an exception, notice should be given to the residents of both the major street and the blocks with the resident parking designation.
Discussion

On March 10, 2022, the Transportation Commission approved the petition for the residents of the north side of the 1100 block of Lake Avenue contingent upon Village Board approval of the proposed revision to Section 14-453(c) of the Village Code.

On July 14, 2022, the Municipal Services Committee approved the proposed code change detailed below.

(c) Residents of a single side of a block on a major street defined by Section 14-114(c) that has a 24-hour parking restriction and that experience a parking hardship created by a street designated as resident permit parking under this section may petition the Transportation Commission for an exception to this section.

Staff supports the Code amendment because changing the eligibility from blocks with a 24-hour parking restriction to those with at least a 12-hour restriction will only impact Lake Avenue from 13th Street to 11th Street.

Documents Attached

1. Ordinance #2022-O-54
2. Municipal Services Committee meeting agenda materials
ORDINANCE NO. 2022-O-54

AN ORDINANCE AMENDING THE WILMETTE VILLAGE CODE CONCERNING RESIDENTIAL PERMIT PARKING
(Chapter 14)

WHEREAS, the Village of Wilmette, Cook County, Illinois, (hereinafter 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; and

WHEREAS, the Municipal Services Committee of the Village Board met on July 14, 2022 and recommended unanimously amendments to the petition requirements to for residential parking permits; and

WHEREAS, the Village Board finds that the recommendations of the Municipal Services Committee should be incorporated into the Village Code.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Wilmette, Cook County, Illinois:

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

SECTION 2: The Wilmette Village Code, as amended, is further amended in Chapter 14, Motor Vehicles and Traffic, Article XV, Residential Permit Parking, Section 14-453 by deleting the text of said Chapter 14, Article XV, Section 14-453 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 Chapter 14, Article XV, Section 14-453 shall hereafter provide as follows:

Sec. 14-453. Residential streets may be posted.

(a) Survey required.
(1) When 67 percent of the households of an affected street sign a petition requesting that said street be designated "Resident Parking Only: Permit Required," the Transportation Commission may authorize a survey of the affected street.

(2) If a survey taken by the Transportation Commission pursuant to this article for two consecutive hours over two to three weekdays discloses that the number of legally and illegally parked vehicles is greater than or equal to 70 percent of the legal capacity of a street and if, during that highest two-hour period, a license plate check shows that 30 percent or more of the parked vehicles are from outside the neighborhood and are therefore presumably using the facilities of the Business District or the Commercial District or the school, college or university, or of a mass transit facility located within one-half mile of such street, the block may be posted for "Resident Parking Only: Permit Required." Such posting shall state the hours of the day and days of the week when the permit requirement shall apply.

(b) Exceptions to survey requirement. When 67 percent of the households of an affected street sign a petition requesting that said street be designated "Resident Parking Only: Permit Required," the Transportation Commission may designate the block in question for resident permit parking without benefit of a parking survey only when:

(1) The block in question is presently posted in such a manner as to prohibit all parking whatsoever during times of day for which residential permit parking is proposed to be established; or

(2) Upon the prior written report and affirmative recommendation of both the Chief of Police and the Village Engineer, the Transportation Commission finds by a two-thirds majority of all its members that the need to establish the residential permit parking area in question is manifest from the evidence available to the commission and that delaying action to conduct a survey would result in the creation of a substantial and unusual hardship to the households on the affected street.

(c) Residents of a single side of a block on a major street defined by section 14-114(c) that has a 24-hour 12-hour or greater parking restriction and that experience a parking hardship created by a street designated as resident permit parking under this section may petition the Transportation Commission for an exception to this section. The exception will allow residents of the major street to park on the street designated resident permit parking, if the following conditions are met:

(1) The petition shall be signed by 67 percent of the households on one side of the major street requesting an exception for resident permit parking. The petition shall clearly reference the block in which they are seeking permit parking privileges; and
(2) A Transportation Commission meeting will be scheduled and the neighbors of both the major street and the block with a resident permit parking designation shall be notified at least one week prior to the meeting that the Transportation Commission will be reviewing the petition seeking an exception of this section.

**SECTION 3:** 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 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 23rd day of August 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 23rd day of August 2022.

______________________________

President of the Village of Wilmette, IL

ATTEST:

______________________________

Clerk of the Village of Wilmette, IL

Published in Pamphlet Form on August 24, 2022
Recommended Action

Motion to approve the following amendment to Section 14-453(c) of the Village Code:

(c) Residents of a single side of a block on a major street defined by Section 14-114(c) that has a 24-hour parking restriction and that experience a parking hardship created by a street designated as resident permit parking under this section may petition the Transportation Commission for an exception to this section.

Background

Section 14-453(c) of the Village Code allows residents on a street with a 24-hour parking restriction the ability to petition the Transportation Commission to park on adjacent streets designated as resident permit parking. This amendment to the resident permit parking section of the Village Code was originally approved by the Village Board in 2006 in response to a petition for permit parking from the residents of the 1500 block of Lake Avenue which has a 24-hour parking restriction. The proposed code change expands this parking exception to residents who live on blocks with at least a 12-hour parking restriction. This proposed code change is in response to a recent petition from
residents of the 1100 block of Lake Avenue, which currently has a 15-hour parking restriction.

Per the Code, the process is initiated by a resident petition, that must be signed by sixty-seven percent (67%) of the households requesting the exception, clearly referencing the blocks in which they are seeking permit parking privileges. In addition, the Code states that at least one week before the meeting at which the Transportation Commission will be reviewing the petition seeking an exception, notice should be given to the residents of both the major street and the blocks with the resident parking designation.

**Discussion**

On March 10, 2022, the Transportation Commission approved the petition for the residents of the north side of the 1100 block of Lake Avenue contingent upon Village Board approval of the proposed revision to Section 14-453(c) of the Village Code. Attachment 1 includes the agenda materials presented to the Transportation Commission.

Staff supports the Code amendment because changing the eligibility from blocks with a 24-hour parking restriction to those with at least a 12-hour restriction only impacts Lake Avenue from 13th Street to 11th Street. The only other major roadway with at least a 12-hour parking restriction, Wilmette Avenue from Hunter/Crawford to Ridge Road, would not be impacted since the adjacent cross streets do not contain residential permit parking restrictions at this time.

If approved by the Municipal Services Committee, the Code amendment will be presented to the full Village Board for approval at a future meeting.

**Documents Attached**

1. Transportation Commission meeting agenda materials
2. Meeting Notification Letter from Dan Manis to the Impacted Area
3. Section 14-453(c) of the Village Code
Meeting Date: March 10, 2022

To: Transportation Commission

From: Brigitte Berger-Raish, P.E., Dir of Engineering and Public Works
      Dan Manis, P.E., Village Engineer

Re: Petition for Parking Restriction Changes to the 900 blocks of 11th and 12th Street

---

**Recommended Action**

Motion to approve petition for resident permit parking on the 900 blocks of 11th Street and 12th Street for the residents of the north side of the 1100 block of Lake Avenue.

*This action is contingent upon approval by the Board of Trustees of a proposed revision to Section 14-453(c) of the Village Code as detailed below.*

**Background**

Section 14-453(c) of the Village Code allows residents of a single side of a block on a major street that has a 24-hour parking restriction and that experience a parking hardship created by a street designated as resident permit parking to petition the Transportation Commission for an exception to allow residents of the major street to park on an adjacent street designed resident permit parking.

The process is initiated by a resident petition, that must be signed by sixty-seven percent (67%) of the households requesting the exception, clearly referencing the blocks in which they are seeking permit parking privileges. In addition, the Code states that at least one week before the meeting at which the Transportation Commission will be reviewing the petition seeking an exception, notice should be given to the residents of both the major street and the blocks with the resident parking designation.

**Discussion**

The petition by the residents of the north side of the 1100 block of Lake Avenue seeks a resident permit parking exception to allow parking on the nearest side streets: the 900
blocks of 11th Street and 12th Street. These blocks are currently restricted to residents of their respective blocks from 8:00am to 10:00am to deter commuter parking. Approval of the exception would enable residents of the north side Lake Avenue to obtain resident permits for 11th Street and 12th Street.

The following conditions of the approval process have been met:

- Eighty-six percent (86%) of the residents of the 1100 block of Lake Avenue (north side) signed the petition requesting the resident permit parking exception;
- Letters to the impacted area were sent at least one week in advance of the Transportation Commission meeting;

The following condition of the approval process has NOT been met:

- The major street does not have a 24-hour parking restriction. Parking in the 1100 block of Lake Avenue is currently restricted 7:00am to 7:00pm (except Sunday) and 2:00am to 5:00am. Therefore, parking is restricted for a total of 15 hours a day, not 24 hours as required by the Code section.

While the requirements of the Code section have not been fully met, a 15-hour parking restriction generates a similar perceived parking hardship for the residents of the major street as a 24-hour restriction would. Staff believes the following revision would maintain the spirit of the Code and allow this exception process to be applied to more residents that experience parking hardships.

Original: Residents of a single side of a block on a major street defined by section 14-114(c) that has a 24-hour parking restriction and that experience a parking hardship created by a street designed as resident permit parking under this section may petition the Transportation Commission for an exception to this section.

Revised: Residents of a single side of a block on a major street defined by section 14-114(c) that has at least a 12-hour parking restriction and that experience a parking hardship created by a street designed as resident permit parking under this section may petition the Transportation Commission for an exception to this section.

In addition, the Village conducted a parking survey over the course of two weekdays both in the AM and PM hours and found that both blocks had a maximum of four cars parked at one time. 11th Street and 12th Street have measured parking capacities of 21 vehicles and 23 vehicles, respectively.

For these reasons, staff recommends approval of the request. If approved by the Transportation Commission, this action would not be enacted until approval by the Board of Trustees of a proposed Code revision.

Documents Attached:

1. Map Exhibit
2. Resident Petition Requesting Resident Permit Parking on 900 blocks of 11th and 12th Streets
3. Meeting Notification Letter from Dan Manis to the Impacted Area
4. Section 14-453(c) of the Village Code
Hi Tara,

The petition looks good. Please drop off the original at the Engineering & Community Development front counter on the first floor of the Village Hall when you have time. I will then place this December. You will receive notice of the meeting a couple weeks in advance.

Let me know if you need any additional information in the meantime.

Sincerely,

Dan

Daniel Manis, P.E.
Village Engineer
Engineering & Public Works | Village of Wilmette
1200 Wilmette Avenue | Wilmette, Illinois 60091
847-853-7802 (c) 847-331-0580 (m) manis@dwilmette.com

Hi Dan,

You will find the parking petition attached with the required number of signatures. Let me know if you need me to drop the original off at Village Hall and v

Thank you,
Tara (& Nate) VanderKamp

On Wednesday, September 8, 2021, 12:49:57 PM CDT, Tara VanderKamp <tvanderkamp@yahoo.com> wrote:

Hi Dan,

I hope you enjoyed the holiday weekend.

Have you had the chance to look over the attached? Please let me know if it looks good and I'll start collecting signatures.

Thanks so much!
Tara
Petition to Allow for Parking on 900 block of 11th and 12th Street

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Address</th>
<th>Comment</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amy Hague</td>
<td></td>
<td>1132 Lake Ave</td>
<td></td>
<td>9/30/21</td>
</tr>
<tr>
<td>Steve Greiner</td>
<td></td>
<td>110 Lake Ave</td>
<td>Full support</td>
<td>10/2/21</td>
</tr>
<tr>
<td>Bruce Bevillen</td>
<td></td>
<td>1118 Lake Ave</td>
<td></td>
<td>10/9/21</td>
</tr>
<tr>
<td>Jamie Halper</td>
<td></td>
<td>1120 Lake Ave</td>
<td></td>
<td>10/16/21</td>
</tr>
<tr>
<td>Tara VanderKamp</td>
<td></td>
<td>1130 Lake Ave</td>
<td>Full Support</td>
<td>10/16/21</td>
</tr>
</tbody>
</table>

Petition summary and background
Lake Avenue currently allows for extremely limited parking during the day and no overnight parking whatsoever. This presents issues for residents on Lake Avenue when needing to park additional vehicles or host out of town guests. Given that nearly all other streets in Wilmette allow for street parking we would like to be extended this option as well.

Action petitioned for
The residents of the north side of the 1100 block of Lake Avenue are seeking an exception to allow for parking on the residential permit parking on the 900 blocks of 11th Street and 12th Street.
February 24, 2022

Re: Notice of Transportation Commission Meeting

Dear Resident:

The purpose of this letter is to invite you to attend a Transportation Commission meeting on Thursday, March 10, 2022 at 7:00 PM in the Second Floor Council Chambers at Village Hall. The agenda includes discussion and action on the following petition:

Parking Restriction Changes to the 900 blocks of 11th Street and 12th Street (Lake Avenue to Forest Avenue).

- Petition by the residents of the north side of the 1100 block of Lake Avenue to obtain resident parking permits for the 900 blocks of 11th Street and 12th Street.

If the proposed change is approved, the residents on the north side of 1100 block of Lake Avenue will be eligible to obtain resident parking permits to park in the 900 block of 11th Street and 12th Street.

If you have any questions or should require any additional information, please contact me at manisd@wilmette.com or (847) 853-7602.

Sincerely,

Daniel Manis, P.E.
Village Engineer

C: Transportation Commission
Sec. 14-453. · Residential streets may be posted.

(a) Survey required.

(1) When 67 percent of the households of an affected street sign a petition requesting that said street be designated "Resident Parking Only: Permit Required," the Transportation Commission may authorize a survey of the affected street.

(2) If a survey taken by the Transportation Commission pursuant to this article for two consecutive hours over two to three weekdays discloses that the number of legally and illegally parked vehicles is greater than or equal to 70 percent of the legal capacity of a street and if, during that highest two-hour period, a license plate check shows that 30 percent or more of the parked vehicles are from outside the neighborhood and are therefore presumably using the facilities of the Business District or the Commercial District or the school, college or university, or of a mass transit facility located within one-half mile of such street, the block may be posted for "Resident Parking Only: Permit Required." Such posting shall state the hours of the day and days of the week when the permit requirement shall apply.

(b) Exceptions to survey requirement. When 67 percent of the households of an affected street sign a petition requesting that said street be designated "Resident Parking Only: Permit Required," the Transportation Commission may designate the block in question for resident permit parking without benefit of a parking survey only when:

(1) The block in question is presently posted in such a manner as to prohibit all parking whatsoever during times of day for which residential permit parking is proposed to be established; or

(2) Upon the prior written report and affirmative recommendation of both the Chief of Police and the Village Engineer, the Transportation Commission finds by a two-thirds majority of all its members that the need to establish the residential permit parking area in question is manifest from the evidence available to the commission and that delaying action to conduct a survey would result in the creation of a substantial and unusual hardship to the households on the affected street.

(c) Residents of a single side of a block on a major street defined by section 14-114(c) that has a 24-hour parking restriction and that experience a parking hardship created by a street designated as resident permit parking under this section may petition the Transportation Commission for an exception to this section. The exception will allow residents of the major street to park on the street designated resident permit parking, if the following conditions are met:

(1) The petition shall be signed by 67 percent of the households on one side of the major street requesting an exception for resident permit parking. The petition shall clearly reference the block in which they are seeking permit parking privileges; and

(2) A Transportation Commission meeting will be scheduled and the neighbors of both the major street and the block with a resident permit parking designation shall be notified at least one week prior to the meeting that the Transportation Commission will be reviewing the petition seeking an exception of this section.

June 29, 2022

Re: Notice of Municipal Services Committee Meeting

Dear Resident:

The purpose of this letter is to invite you to attend a Municipal Services Committee meeting on Thursday, July 14, 2022 at 6:30 PM in the Second Floor Training Room. The agenda includes discussion and action on the following item:

- Village Code Amendment regarding Article XV, Section 14-453, Residential Street May Be Posted.

This meeting is a follow-up to the Transportation Commission meeting held on March 10, 2022, regarding the resident petition for parking restriction changes to the 900 blocks of 11th Street and 12th Street. The petition seeks to allow residents of the north side of the 1100 block of Lake Avenue to obtain resident parking permits for the 900 blocks of 11th Street and 12th Street.

If you have any questions or should require any additional information, please contact me at manisd@wilmette.com or (847) 853-7602.

Sincerely,

Daniel Manis, P.E.
Village Engineer

C: Municipal Services Committee
Sec. 14-453. Residential streets may be posted.

(a) Survey required.

(1) When 67 percent of the households of an affected street sign a petition requesting that said street be designated "Resident Parking Only: Permit Required," the Transportation Commission may authorize a survey of the affected street.

(2) If a survey taken by the Transportation Commission pursuant to this article for two consecutive hours over two to three weekdays discloses that the number of legally and illegally parked vehicles is greater than or equal to 70 percent of the legal capacity of a street and if, during that highest two-hour period, a license plate check shows that 30 percent or more of the parked vehicles are from outside the neighborhood and are therefore presumably using the facilities of the Business District or the Commercial District or the school, college or university, or of a mass transit facility located within one-half mile of such street, the block may be posted for "Resident Parking Only: Permit Required." Such posting shall state the hours of the day and days of the week when the permit requirement shall apply.

(b) Exceptions to survey requirement. When 67 percent of the households of an affected street sign a petition requesting that said street be designated "Resident Parking Only: Permit Required," the Transportation Commission may designate the block in question for resident permit parking without benefit of a parking survey only when:

(1) The block in question is presently posted in such a manner as to prohibit all parking whatsoever during times of day for which residential permit parking is proposed to be established; or

(2) Upon the prior written report and affirmative recommendation of both the Chief of Police and the Village Engineer, the Transportation Commission finds by a two-thirds majority of all its members that the need to establish the residential permit parking area in question is manifest from the evidence available to the commission and that delaying action to conduct a survey would result in the creation of a substantial and unusual hardship to the households on the affected street.

(c) Residents of a single side of a block on a major street defined by section 14-114(c) that has a 24-hour parking restriction and that experience a parking hardship created by a street designated as resident permit parking under this section may petition the Transportation Commission for an exception to this section. The exception will allow residents of the major street to park on the street designated resident permit parking, if the following conditions are met:

(1) The petition shall be signed by 67 percent of the households on one side of the major street requesting an exception for resident permit parking. The petition shall clearly reference the block in which they are seeking permit parking privileges; and

(2) A Transportation Commission meeting will be scheduled and the neighbors of both the major street and the block with a resident permit parking designation shall be notified at least one week prior to the meeting that the Transportation Commission will be reviewing the petition seeking an exception of this section.

REQUEST FOR BOARD ACTION

AGENDA ITEMS: 3.11 AND 3.12

Engineering & Public Works Department

SUBJECT: Skokie Valley Trail Intergovernmental Agreements

MEETING DATE: September 13, 2022

FROM: Brigitte Berger-Raish, P.E., Director of Engineering and Public Works
Dan Manis, P.E., Village Engineer

BUDGET IMPACT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Grant Amount</td>
<td>$150,000</td>
</tr>
<tr>
<td>Village Reimbursement to Northfield</td>
<td>$151,320</td>
</tr>
<tr>
<td>Village Share</td>
<td>$1,320</td>
</tr>
</tbody>
</table>

Recommended Motion

Adoption of Resolution #2022-R-69 authorizing an Intergovernmental Agreement between the Village of Wilmette and Cook County for the Skokie Valley Trail project.

Adoption of Resolution #2022-R-71 authorizing an Intergovernmental Agreement between the Village of Wilmette and the Village of Northfield for the Skokie Valley Trail project.

Background

In 2017, the Villages of Glenview, Northfield, Skokie, and Wilmette partnered to begin preliminary engineering (Phase 1 study) for the Skokie Valley Trail (SVT) project with assistance from a Cook County Invest in Cook grant. The SVT project will fill an over 4-mile gap in this regional multi-use path with connectivity from Wisconsin to the City of Chicago. The SVT will be developed along the discontinued Union Pacific Railroad tracks and ComEd easement just west of Laramie Avenue. The Phase 1 study was led by the Village of Glenview and received design approval from the Illinois Department of Transportation (IDOT) in October 2021.

Discussion

In 2019, the Village of Northfield submitted a Transportation Alternatives Program (TAP) grant application through the Chicago Metropolitan Agency for Planning (CMAP) and the Village of Wilmette submitted an Invest in Cook grant application for Phase 2 design engineering. These applications were successful and both funding sources will be used to substantially offset the cost for Phase 2 of the project. The TAP grant has a value of nearly $620,000 (80% of the design contract) and the Invest in Cook grant has a value of $150,000. The value of the design contract is $774,634.
Phase 2 design will be led by the Village of Northfield and is expected to begin this Fall after the engineering agreements are approved by IDOT. Grant applications for construction funding will be submitted at a later date.

The Intergovernmental Agreement (IGA) with Cook County establishes parameters for $150,000 in County grant funds that will be used to fund the 20% local share of the larger federal TAP grant. A summary of grant proceeds is as follows:

<table>
<thead>
<tr>
<th>Skokie Valley Trail Grant Distribution ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Contract Cost</td>
</tr>
<tr>
<td>Federal TAP Grant (80%)</td>
</tr>
<tr>
<td>Local Share (20%)</td>
</tr>
</tbody>
</table>

1 Invest in Cook Grant is $150,000, resulting in a $4,927 funding shortfall

The IGA with the Village of Northfield establishes parameters for fulfilling Wilmette's Invest in Cook IGA requirements and payment of Invest in Cook grant funds from Wilmette to Northfield. This IGA also establishes the split of the $4,927 funding shortfall in which the Wilmette share is $1,320. The division of cost for the funding shortfall is based on the anticipated proportion of work in each jurisdiction.

<table>
<thead>
<tr>
<th>Skokie Valley Trail Phase 2 Design Funding Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant/Agency</td>
</tr>
<tr>
<td>Transportation Alternatives Program Grant</td>
</tr>
<tr>
<td>Invest in Cook</td>
</tr>
<tr>
<td>Village of Northfield</td>
</tr>
<tr>
<td>Village of Wilmette</td>
</tr>
<tr>
<td>Village of Glenview</td>
</tr>
<tr>
<td>Village of Skokie</td>
</tr>
</tbody>
</table>

Design Cost $ 774,634

**Budget Impact**

The Skokie Valley Bike Trail has both a revenue and expenditure account allocation in the General Fund. The projected 2022 expense of $75,000 is over budget by $24,500, this will be offset by a matching revenue increase. The remaining $76,320 expense (grant funding and Village share) is projected to be spent in 2023 and 2024 and will be offset by $75,000 in revenues. Future year budgets will be adjusted to reflect the project timeline and cost share.

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Type</th>
<th>Account Number</th>
<th>2022 Budget</th>
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<td>Skokie Valley Trail</td>
<td>Expense</td>
<td>11202035-470375-80404</td>
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<tr>
<td>Skokie Valley Trail</td>
<td>Revenue</td>
<td>11000001-375101-80404</td>
<td>50,000</td>
</tr>
</tbody>
</table>

**Documents Attached**

1. Resolution 2022-R-69
2. Intergovernmental Agreement between the Village of Wilmette and Cook County for the Skokie Valley Trail project.
3. Resolution 2022-R-71
4. Intergovernmental Agreement between the Village of Wilmette and the Village of Northfield for the Skokie Valley Trail project.
5. CIP Sheet – Skokie Valley Trail
6. Location Map
RESOLUTION NO. 2022-R-69

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILMETTE AND THE COUNTY OF COOK FOR THE SKOKIE VALLEY TRAIL PROJECT

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 an Intergovernmental Agreement with the County of Cook for the Skokie Valley Trail project (“IGA”); 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 IGA attached as Exhibit A is hereby approved.

SECTION THREE: The Village Manager is authorized to execute the IGA. Prior to executing the IGA, the Village Manager is authorized to make non-material changes and changes to the form of the IGA in 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 September 13, 2022, pursuant to the following roll call vote:

AYES: None.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

______________________________
Village Clerk

Approved on September 13, 2022.

______________________________
Village President

Attest:

______________________________
Village Clerk
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT FOR THE SKOKIE VALLEY TRAIL PROJECT
This INTERGOVERNMENTAL AGREEMENT (the “AGREEMENT”) is entered into this _____ day of ________________, 2022, by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the “COUNTY”), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the “DEPARTMENT”), and the VILLAGE OF WILMETTE, a municipal corporation of the State of Illinois (the “VILLAGE”). The COUNTY and VILLAGE are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.”

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

WHEREAS, on August 3, 2016, the Board of Commissioners unanimously approved Connecting Cook County, the COUNTY’s first long range transportation plan in 75 years;

WHEREAS, Connecting Cook County identifies five priorities to shape the COUNTY’s transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region’s role as North America’s freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today’s investments do not preclude future innovation and growth; and
- Increase investments in transportation to maintain the region’s economic competitiveness;

WHEREAS, Invest in Cook is an annual $8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of Connecting Cook County;

WHEREAS, since its creation, the Invest in Cook program has leveraged over $104 million in additional federal, state and local funds;

WHEREAS, on July 25, 2019, the COUNTY informed the VILLAGE that it had been selected for participation in the 2019 Invest in Cook Program;

WHEREAS, the COUNTY has agreed to award the VILLAGE up to $150,000 toward Phase II engineering costs.
for the construction of a 4.2-mile segment of the Skokie Valley Trail from the northernmost border of Northfield to the north side of Old Orchard Road (the “PROJECT”);

WHEREAS, the proposed segment of the Skokie Valley Trail would complete a gap in the regional trail network, providing an uninterrupted linear connection between Lake Bluff and Chicago and connecting 38 miles of existing bicycle and pedestrian facilities;

WHEREAS, on November 13, 2019, the Chicago Metropolitan Agency for Planning (“CMAP”) informed the VILLAGE OF NORTHFIELD, a municipal corporation of the State of Illinois (“NORTHFIELD”), that it had been selected for participation in the FFY 2020-2022 locally programmed Transportation Alternatives Program (“TAP-L”);

WHEREAS, CMAP has agreed to award NORTHFIELD up to $619,707 toward Phase II engineering costs for the construction of the PROJECT;

WHEREAS, the VILLAGE, NORTHFIELD, the VILLAGE OF SKOKIE, a municipal corporation of the State of Illinois (“SKOKIE”), and the VILLAGE OF GLENVIEW, a municipal corporation of the State of Illinois (“GLENVIEW”), (collectively, the “PROJECT PARTNERS”), have agreed to work jointly to complete the PROJECT, which lies within the municipal boundaries of each community;

WHEREAS, NORTHFIELD is the recipient of CMAP funds and is the lead agency for Phase II engineering and will be responsible to make payment to a professional engineering firm for all Phase II engineering costs, estimated at $774,634;

WHEREAS, the VILLAGE is the recipient of Invest in Cook funds and will act as the “lead agency” to the COUNTY as it relates to those funds, which do not include any Federal funds;

WHEREAS, the VILLAGE will enter into an agreement with NORTHFIELD to provide reimbursement for actual Phase II engineering costs, on behalf of the PROJECT PARTNERS, in an amount not to exceed $150,000;

WHEREAS, the VILLAGE will seek reimbursement from the COUNTY for actual Phase II engineering costs in an amount not to exceed $150,000;

WHEREAS, the PARTIES by this instrument will determine and establish their respective responsibilities for Phase II engineering, funding and reporting of the PROJECT;

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT;

WHEREAS, the VILLAGE, by virtue of its powers as a home rule unit of government and those set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:
I. PHASE II ENGINEERING

A. Agreements. NORTHFIELD will enter into an agreement with a professional engineering firm (the “CONSULTANT”) to perform Phase II engineering services for the PROJECT, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates. The VILLAGE will enter into an agreement with NORTHFIELD to provide reimbursement for Phase II engineering costs associated with the PROJECT. The VILLAGE will forward copies of both agreements to the COUNTY within fourteen (14) calendar days of execution.

B. Consultant Selection. As home rule units of government, the VILLAGE and NORTHFIELD are not subject to the provisions of the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq., in selecting the CONSULTANT.

C. Deliverables. The VILLAGE or CONSULTANT must submit the construction plans, specifications, special provisions and cost estimates to the COUNTY at the following stages of plan preparation:

   60% - Preliminary

   100% - Final

D. County Review. The COUNTY will review the construction plans, specifications, special provisions and cost estimates within fourteen (14) calendar days of receipt thereof. If the VILLAGE does not receive comments from the COUNTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed an approval of the plans and specifications. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the VILLAGE, CONSULTANT and other PROJECT PARTNERS.

E. Disputes. The PARTIES will work cooperatively to address and resolve any review comments and/or objections raised by the COUNTY. Any dispute(s) concerning the plans and specifications shall be resolved in accordance with Section V.I of this AGREEMENT.

F. Lead Agency. The VILLAGE, on behalf of the PROJECT PARTNERS, agrees to assume overall responsibility for this AGREEMENT, including ensuring that all required permits and joint participation and/or force account agreements are secured.

G. Meetings. The VILLAGE shall provide not less than fourteen (14) calendar days’ advance written notice to the COUNTY of the PROJECT kick-off meeting, if applicable, and any public meetings or hearings as part of the PROJECT.

H. County Permits. The VILLAGE shall apply for and the COUNTY will not unreasonably withhold any and all permits for right of access (ingress or egress) and/or temporary use of the COUNTY’s property within the PROJECT limits to the VILLAGE and/or their agents, without charge of permit fees to the VILLAGE.
I. **Submittals.** All submittals required of the VILLAGE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Design  
Attn: Noel Basquin, P.E.  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 23rd Floor  
Chicago, IL 60602  
E-mail: Noel.Basquin@cookcountyil.gov

II. **SCHEDULE AND TERMINATION**

A. **Notice to Proceed.** Execution of this AGREEMENT by the PARTIES shall be deemed a “Notice to Proceed” for the VILLAGE to commence work on the PROJECT.

B. **Schedule.** A schedule for the PROJECT is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT B.

C. **Inactivity.** The COUNTY may terminate this AGREEMENT if the Phase II engineering agreement for the PROJECT is not awarded within one (1) year after the Effective Date of this AGREEMENT, as defined in Section V.J below.

D. **IGA.** The VILLAGE may terminate this AGREEMENT if it is unable to reach a mutually agreeable intergovernmental agreement with NORTHFIELD.

E. **Suspension or Early Termination.** Subject to Section V.L. below, the VILLAGE agrees that, if the COUNTY determines that NORTHFIELD and/or the VILLAGE have failed to perform or are failing to perform, have not met or are not meeting significant PROJECT milestones or objectives, or are in default under any of the provisions of this AGREEMENT, whether due to failure or inability to perform or any other cause whatsoever, the COUNTY, after written notification to the VILLAGE of said non-compliance or default and failure by NORTHFIELD and/or the VILLAGE to correct said violations within sixty (60) calendar days, may:

1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or:
2. demand refund of any funds disbursed to the VILLAGE solely related to this AGREEMENT;
3. deduct any refunds or repayments from any funds obligated to, but not expended by the VILLAGE, solely related to this AGREEMENT;
4. temporarily withhold cash payments solely related to this AGREEMENT pending correction of deficiencies by NORTHFIELD and/or the VILLAGE;
5. disallow all or part of the cost of the activity or action not in compliance;
6. take other remedies legally available; or
7. take appropriate legal action.

In no event shall the VILLAGE’s liability to the COUNTY exceed $150,000 under this AGREEMENT.

F. **Agreement Termination Date.** Unless otherwise extended by the DEPARTMENT’s Superintendent or their designee in writing, this AGREEMENT terminates upon the
COUNTY’s receipt of the final construction plans, specifications, special provisions and cost estimates for the PROJECT and final reimbursement by the COUNTY, or November 30, 2025, whichever date is earlier.

G. Extensions. The DEPARTMENT’s Superintendent or their designee may extend in writing any deadline imposed by this section, including, but not limited to, the termination date of the AGREEMENT.

III. FINANCIAL

A. Cost Estimate. The total estimated cost of Phase II engineering services for the PROJECT is $774,634.

B. Village Cost Participation. NORTHFIELD is responsible for paying all actual Phase II engineering costs for the PROJECT, subject to reimbursement by the VILLAGE and the COUNTY as hereinafter stipulated.

C. County Cost Participation. The COUNTY agrees to reimburse the VILLAGE for 20% of actual Phase II engineering costs for the PROJECT (the “COUNTY’s SHARE”), up to a total maximum contribution of $150,000 (the “MAXIMUM CONTRIBUTION”).

D. Advance Payment. The COUNTY agrees that after execution of the intergovernmental agreement between the VILLAGE and NORTHFIELD, and upon execution of the Phase II engineering agreement for the PROJECT and within 60 days of receipt of an invoice from the VILLAGE, the COUNTY will make an advance payment to the VILLAGE in the amount of $75,000. This amount represents 50% of the COUNTY’s MAXIMUM CONTRIBUTION under this AGREEMENT.

E. Second Payment. The COUNTY agrees that upon receipt of the preliminary construction plans, specifications, special provisions and cost estimates for the PROJECT and within 60 days of receipt of an invoice from the VILLAGE, the COUNTY will make a second payment to the VILLAGE in the amount of $37,500. This amount and the advance payment to the VILLAGE represent 75% of the COUNTY’s MAXIMUM CONTRIBUTION under this AGREEMENT.

F. Final Reimbursement. The COUNTY agrees that upon receipt of the final construction plans, specifications, special provisions and cost estimates for the PROJECT and within 60 days of receipt of an invoice from the VILLAGE, the COUNTY will make a final payment to the VILLAGE for the balance of the COUNTY’s SHARE under this AGREEMENT. The amount of the final payment will be based on the actual cost of Phase II engineering services for the PROJECT and will reflect the COUNTY’s prior payments to the VILLAGE. If the prior payments made to the VILLAGE by the COUNTY exceed the COUNTY’s SHARE under this AGREEMENT, the COUNTY may require the VILLAGE to return any or all excess funds.

G. Final Reimbursement Documentation. In order to receive final reimbursement from the COUNTY, the VILLAGE must submit the following documentation along with the final invoice:

1. a cover letter addressed to the DEPARTMENT’s Bureau Chief of Design, including the name of the PROJECT and its associated section number;
2. copies of all cancelled checks paid to the CONSULTANT (or copies of the associated bank ledgers reflecting the payments), or a letter(s) from the CONSULTANT confirming payment was received for the service(s) rendered; and
3. copies of all associated invoices submitted to NORTHFIELD and/or the VILLAGE by the CONSULTANT for the service(s) rendered.

H. **Insufficient Documentation.** If the documentation submitted by the VILLAGE for final reimbursement is reasonably deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients, and uses of all funds invoiced pursuant to this AGREEMENT.

I. **Ineligible Expenditures.** It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the VILLAGE for any expenditures that are:
   1. contrary to the provisions of this AGREEMENT;
   2. not directly related to carrying out Phase II engineering services for the PROJECT;
   3. not paid by NORTHFIELD, VILLAGE or the CONSULTANT;
   4. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
   5. incurred without the consent of the COUNTY after written notice of suspension or termination of any or all of the COUNTY’s obligations under Sections II.C and II.D of this AGREEMENT; and/or
   6. in excess of the COUNTY’s MAXIMUM CONTRIBUTION under this AGREEMENT.

J. **Supplemental or Substitute Work.** Either PARTY may request, after the Phase II engineering agreement is awarded, that supplemental or costlier substitute work be added to the agreement’s scope of work. The VILLAGE will cause said supplemental or substitute work to be added to the agreement, provided that said work will not unreasonably delay the PROJECT schedule. Unless otherwise agreed to by the PARTIES in writing, whichever PARTY requested or caused said supplemental or costlier substitute work shall pay for the cost increases of said work in full.

K. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT A.

L. **Submittals.** All submittals required of the VILLAGE under this section of the AGREEMENT shall be directed to:

   Bureau Chief of Design  
   Attn: Noel Basquin, P.E.  
   Cook County Department of Transportation and Highways  
   69 W. Washington Street, 23rd Floor  
   Chicago, IL 60602  
   E-mail: Noel.Basquin@cookcountyil.gov

IV. **REPORTING**

A. **Quarterly Performance Reports.** The VILLAGE must submit quarterly performance reports to the COUNTY not later than thirty (30) calendar days after the reporting period as
Quarterly performance reports must include the following information:

1. a cover letter addressed to the DEPARTMENT’s Bureau Chief of Strategic Planning and Policy, including the name of the PROJECT and its associated section number;
2. an estimated percentage of Phase II engineering work completed for the PROJECT;
3. a statement indicating whether Phase II engineering work for the PROJECT is on, behind or ahead of schedule;
4. a record of Phase II engineering activities and expenditures to date and for the current reporting period;
5. a forecast of quarterly Phase II engineering activities and expenditures for the remainder of the PROJECT; and
6. any significant changes to the PROJECT schedule.

B. Extensions. The VILLAGE may request to extend the due date of any quarterly performance report and the COUNTY will reasonably consider any such requests.

C. Use of Reports. The COUNTY will use quarterly performance reports to compare the rate of the VILLAGE’s actual expenditures to the planned amounts in the approved PROJECT budget (EXHIBIT A) and to track Phase II engineering activities against the approved milestones in the PROJECT schedule (EXHIBIT B).

D. Final Performance Report. The VILLAGE must submit a final performance report with its request for final reimbursement. The final report should describe cumulative Phase II engineering activities, including a complete description of the VILLAGE’s achievements with respect to the PROJECT’s objectives and milestones. The COUNTY will not issue final reimbursement until the final report is submitted.

E. Report Format. The VILLAGE shall use whatever forms or documents are required for use by the COUNTY in submitting the quarterly and final performance reports.

F. Failure to Report. The VILLAGE understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.

G. Submittals. All submittals required of the VILLAGE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Strategic Planning and Policy  
Attn: Jesse Elam  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 23rd Floor  
Chicago, IL 60602  
E-mail: Jesse.Elam@cookcountyil.gov

V. GENERAL CONDITIONS

A. Authority to Execute. The PARTIES have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority
to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.

B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.

C. **Compliance with Laws, Rules and Regulations.** The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this AGREEMENT.

D. **Conflicts of Interest.** The VILLAGE understands and agrees that no director, officer, agent or employee of the VILLAGE may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.

E. **Conflict with Exhibits.** In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.

F. **Counterparts.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

G. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 19-IICBP-10-BT. The VILLAGE shall include COUNTY section number 19-IICBP-10-BT on all PROJECT-related submittals, including, but not limited to, invoices and correspondence.

H. **Designation of Representatives.** Not later than fourteen (14) calendar days after the Effective Date of this AGREEMENT, as defined in Section V.J below, each PARTY shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each representative shall have the authority, on behalf of the respective PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.

I. **Dispute Resolution.** In the event of any dispute, claim, question or disagreement arising from or relating to this AGREEMENT or the breach thereof, the PARTIES hereto shall extend their reasonable efforts to meet to settle the dispute, claim, question or disagreement. To this effect, the PARTIES shall consult and negotiate with each other in good faith and shall recognize each other’s interests as well as their mutual interests and attempt to reach a just and equitable solution that gives reasonable consideration to each PARTY’s interests and operations.
J. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT, which date shall be inserted on the first page of this AGREEMENT. This AGREEMENT shall become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.

K. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written and oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.

L. **Force Majeure.** Neither PARTY shall be liable for any delay or non-performance of their obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.

M. **Indemnification.** The VILLAGE shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys’ fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the VILLAGE, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.

The COUNTY shall indemnify, defend and hold harmless the VILLAGE and its commissioners, officers, directors, employees and agents, from and against any and all claims, liabilities, damages, losses, and expenses, including, but not limited to, legal defense costs, attorneys’ fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the COUNTY, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.

N. **Modification.** This AGREEMENT may only be modified by a written instrument executed by the DEPARTMENT’s Superintendent and an authorized representative of the VILLAGE.

O. **No Individual or Personal Liability.** The PARTIES agree that the actions taken and the representations made by each respective PARTY and by their respective corporate authorities have not been taken or made in anyone’s individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any PARTY will incur personal liability in conjunction with this AGREEMENT.

P. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to benefit any person, entity or municipality not a party to this AGREEMENT, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this AGREEMENT. This AGREEMENT is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor,
consultant, volunteer or other representative of any PARTY. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any PARTY will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.

Q. **Notices.** Unless otherwise specified, all reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY: Superintendent  
Attn: Jennifer “Sis” Killen, P.E., PTOE  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, IL 60602  
E-mail: Jennifer.Killen@cookcountyil.gov

To the VILLAGE: Village Engineer  
Attn: Dan Manis, P.E.  
Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, IL 60091  
E-mail: manisd@wilmette.com

R. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.

S. **Records Maintenance.** The VILLAGE shall maintain during the term of this AGREEMENT and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules, if applicable.

T. **Reviews and Audits.** The VILLAGE shall give the COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COUNTY funds under this AGREEMENT to necessitate any reviews or audits.

U. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.

V. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the
extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

W. **Timely Review and Approval.** Wherever in this AGREEMENT approval or review by either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.

X. **Venue and Applicable Law.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purposes of any litigation relative to this AGREEMENT and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.

Y. **Waiver of Default.** The failure by the COUNTY or VILLAGE to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or VILLAGE unless such provision is waived in writing.
IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

_____________________________  _____________________________
Toni Preckwinkle    Senta Plunkett
President     Village President
Cook County Board of Commissioners

This _____ day of __________, 2022  This _____ day of __________, 2022

ATTEST:  _________________________  ATTEST:  _________________________
County Clerk       Village Clerk

RECOMMENDED BY:    APPROVED AS TO FORM:
Kimberly M. Foxx, State’s Attorney

_____________________________  By: _____________________________
Jennifer “Sis” Killen, P.E., PTOE       Assistant State’s Attorney
Superintendent
County of Cook
Department of Transportation and Highways
## EXHIBIT A

### Funding Breakdown

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TOTAL ESTIMATED COST</th>
<th>VILLAGE SHARE</th>
<th>COUNTY SHARE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase II Engineering</td>
<td>$774,634</td>
<td>80%</td>
<td>20% (up to $150,000)</td>
</tr>
</tbody>
</table>
### EXHIBIT B

**Project Milestone Schedule**

<table>
<thead>
<tr>
<th>Month</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 2021</td>
<td>Submit Draft Phase II Engineering Agreement to IDOT</td>
</tr>
<tr>
<td>March 2022</td>
<td>Submit Executed Phase II Engineering Agreement to IDOT</td>
</tr>
<tr>
<td>September 2022</td>
<td>Phase II Engineering Agreement Approval</td>
</tr>
<tr>
<td>January 2023</td>
<td>ROW Acquisition Initiation</td>
</tr>
<tr>
<td>June 2024</td>
<td>Submit Pre-Final Plans and Estimates</td>
</tr>
<tr>
<td>August 2024</td>
<td>Submit Phase III Engineering Agreement to IDOT</td>
</tr>
<tr>
<td>August 2024</td>
<td>Submit Final Plans, Specifications and Estimates</td>
</tr>
<tr>
<td>September 2024</td>
<td>ROW Acquisition Complete</td>
</tr>
<tr>
<td>November 2024</td>
<td>Construction Letting</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2022-R-71

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILMETTE AND THE VILLAGE OF NORTHFIELD FOR THE SKOKIE VALLEY TRAIL PROJECT

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 an Intergovernmental Agreement with the Village of Northfield for the Skokie Valley Trail project (“IGA”); 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 IGA attached as Exhibit A is hereby approved.

SECTION THREE: The Village Manager is authorized to execute the IGA. Prior to executing the IGA, the Village Manager is authorized to make non-material changes and changes to the form of the IGA in 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 September 13, 2022, pursuant to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

____________________________________
Village Clerk

Approved on September 13, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR THE SKOKIE VALLEY TRAIL PROJECT
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF WILMETTE AND THE VILLAGE OF NORTHFIELD REGARDING
PAYMENT OF PHASE II ENGINEERING PROJECT EXPENSES OF THE SKOKIE VALLEY
TRAIL IMPROVEMENTS PROJECT

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”), made and entered
into on this ____ day of __________, 2022, by and between the VILLAGE OF WILMETTE, an
Illinois home rule municipal corporation (“WILMETTE”), and THE VILLAGE OF
NORTHFIELD, an Illinois home rule municipal corporation (“NORTHFIELD”), in the County
of Cook, State of Illinois, pursuant to and in accordance with the authority contained in
Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental
Cooperation Act, 5 ILCS 220/1, et seq.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10,
authorizes units of local government to contract or otherwise associate among themselves
in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any
power or powers, privileges or authority exercised or which may be exercised by a unit of
local government may be exercised and enjoyed jointly with any other unit of local
government; and

WHEREAS, the construction of a 4.2-mile segment of the Skokie Valley Trail from the
northernmost border of Northfield to the north side of Old Orchard Road would complete a gap
in the regional trail network, providing an uninterrupted linear connection between Lake Bluff and
Chicago and connecting 38 miles of existing bicycle and pedestrian facilities between Cook and
Lake Counties, multiple communities, regional and local trail networks, transit stations,
schools, and other destinations (the “Skokie Valley Trail Improvements Project”); and

WHEREAS, the Villages of Glenview (“GLENVIEW”) and Skokie (“SKOKIE”); WILMETTE and
NORTHFIELD (“PROJECT PARTNERS”) jointly applied to Cook County (“COUNTY”) for grant funding
to be used for the Skokie Valley Improvements Project - Phase I Preliminary Engineering with
GLENVIEW as the lead agency; and

WHEREAS, the Skokie Valley Improvements Project - Phase I Preliminary Engineering
Project was successfully completed in 2021; and

WHEREAS WILMETTE and NORTHFIELD (collectively referred to herein as the
“PHASE II PARTNERS”) are units of local government; and

WHEREAS the PROJECT PARTNERS jointly applied for Transportation Alternatives
Program (TAP-L) and Invest in Cook grant funding to be used for the Phase II Engineering
of the Skokie Valley Trail Improvements Project (“PHASE II ENGINEERING” ); and
WHEREAS, the Skokie Valley Trail Improvements Project, when completed, will have benefited GLENVIEW, SKOKIE, WILMETTE, NORTHFIELD and the COUNTY as each such jurisdiction will have infrastructure improved within their municipal and county limits; and

WHEREAS, the PHASE II ENGINEERING has a total estimated cost of $774,634; and

WHEREAS, the Chicago Metropolitan Agency for Planning ("CMAP") has awarded NORTHFIELD TAP-L program funding for the PHASE II ENGINEERING in FFYs 2022-2024 in the amount of $619,707; and

WHEREAS, WILMETTE has entered into an Intergovernmental Agreement with Cook County ("COUNTY IGA") governing the use of $150,000.00 in “Invest in Cook” grant funds awarded to WILMETTE for the PHASE II ENGINEERING; and

WHEREAS the remaining estimated $4,927 of PHASE II ENGINEERING expenses will be divided among the participating communities of GLENVIEW, WILMETTE, SKOKIE and NORTHFIELD based on the percentage of PHASE II ENGINEERING COSTS per Village; and

WHEREAS, the PROJECT PARTNERS have agreed that NORTHFIELD will be the lead agency with overall responsibility for the Agreement with the Chicago Metropolitan Agency for Planning; and

WHEREAS, the PROJECT PARTNERS have agreed that WILMETTE will be the lead agency with overall responsibility for the Intergovernmental Agreement with Cook County ("COUNTY"); and

WHEREAS, the PROJECT PARTNERS have agreed that NORTHFIELD will make all of the payments for the PHASE II ENGINEERING and be reimbursed by the other municipalities; and

WHEREAS this Agreement memorializes the PHASE II ENGINEERING expenses of each Party and the payment of those PHASE II ENGINEERING expenses.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, WILMETTE and NORTHFIELD agree as follows:

I. PHASE II ENGINEERING

A. Agreement. NORTHFIELD will enter into an agreement with a professional engineering firm (the “Consultant”) to perform services for the PHASE II ENGINEERING, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates. NORTHFIELD will forward copies of the agreement with the Consultant to the PROJECT PARTNERS within five (5) calendar days of execution.

B. Consultant Selection. As home rule units of government, WILMETTE and NORTHFIELD are not subject to the provisions of the Local Government
Professional Services Selection Act, 50 ILCS 510/0.01 et seq., in selecting the Consultant.

C. **Deliverables.** NORTHBUILD must submit or cause the CONSULTANT to submit the construction plans, specifications, special provisions and cost estimates to the COUNTY at the following stages of plan preparation: 60% - Preliminary and 100% - Final.

D. **County Review.** The COUNTY has agreed to review the construction plans, specifications, special provisions and cost estimates within fourteen (14) calendar days of receipt thereof. If WILMETTE, NORTHBUILD and/or the CONSULTANT does not receive comments from the COUNTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the COUNTY has agreed that a lack of response shall be deemed an approval of the plans and specifications. In the event of disapproval, the COUNTY has agreed to detail, in writing, its objections to the proposed plans and specifications for review and consideration by the CONSULTANT and PROJECT PARTNERS.

E. **Disputes.** The PROJECT PARTNERS will work cooperatively to address and resolve any review comments and/or objections raised by the COUNTY. Any dispute(s) concerning the plans and specifications shall be resolved in accordance with Section V. – General Conditions, subsection K. – Dispute Resolution of this AGREEMENT.

F. **Meetings.** NORTHBUILD shall provide not less than fourteen (14) calendar days’ advance written notice to WILMETTE, COUNTY and CMAP of the PHASE II ENGINEERING kick-off meeting, if applicable, and any public meetings or hearings as part of the PHASE II ENGINEERING.

G. **County Permits.** NORTHBUILD shall apply or cause the CONSULTANT to apply for any and all permits (issued gratis) for right of access (ingress or egress) and/or temporary use of the COUNTY’s property within the Skokie Valley Trail Improvements Project limits.

H. **Submittals.** All submittals required by the COUNTY under this section of the AGREEMENT shall be directed to:

   Bureau Chief of Design  
   Attn: Noel Basquin, P.E.  
   Cook County Department of Transportation and Highways  
   69 W. Washington Street, 23rd Floor  
   Chicago, IL 60602  
   E-mail: Noel.Basquin@cookcountyil.gov

I. **Cook County IGA.** WILMETTE may terminate this AGREEMENT if it is unable to reach a mutually agreeable Intergovernmental Agreement with the
COUNTY regarding the COUNTY’S contribution of $150,000 to the PHASE II ENGINEERING through WILMETTE.

J. **CMAP Funding.** NORTHFIELD may terminate this AGREEMENT if it is unable to obtain actual funding from CMAP regarding CMAP’s contribution of $619,707 to the PHASE II ENGINEERING through NORTHFIELD.

K. **Inactivity.** Either WILMETTE or NORTHFIELD may terminate this AGREEMENT if the PHASE II ENGINEERING CONSULTANT award is not made within one (1) year after the Effective Date of this AGREEMENT.

L. **Suspension or Early Termination.** Subject to Section II. – Financial, subsection F. – Recovery of County Funds, the PHASE II PARTNERS understand that if the COUNTY determines that NORTHFIELD and/or WILMETTE have failed to perform or are failing to perform, have not met or are not meeting significant PHASE II ENGINEERING milestones or objectives, or are in default under any of the provisions of the COUNTY IGA, whether due to failure or inability to perform or any other cause whatsoever, the COUNTY, after written notification to WILMETTE of said non-compliance or default and failure by NORTHFIELD and/or WILMETTE to correct said violations within sixty (60) calendar days, the COUNTY may:
   i. suspend or terminate the COUNTY IGA in whole or in part by written notice, and/or:
   ii. demand refund of any funds disbursed to WILMETTE;
   iii. deduct any refunds or repayments from any funds obligated to, but not expended by WILMETTE;
   iv. temporarily withhold cash payments related to the COUNTY IGA pending correction of deficiencies by NORTHFIELD and/or WILMETTE;
   v. disallow all or part of the cost of the activity or action not in compliance;
   vi. take other remedies legally available; or
   vii. take appropriate legal action.

WILMETTE shall provide to NORTHFIELD any such notification within two (2) business days after receipt of such notification from the COUNTY.

M. **Agreement Termination Date.** Unless otherwise extended by the PHASE II PARTNERS, this AGREEMENT terminates upon completion of the PHASE II ENGINEERING or November 30, 2025, whichever date is earlier.

II. **FINANCIAL**

A. **Phase II Engineering Expenses.** NORTHFIELD shall be the Party responsible for fronting the PHASE II ENGINEERING expenses, for choosing the CONSULTANT and paying the selected CONSULTANT, with the understanding and expectation that it will be reimbursed by the PROJECT PARTNERS as set forth in this AGREEMENT.
B. **Remaining Project Costs.** The PROJECT PARTNERS agree that the remaining estimated $4,927 of PHASE II ENGINEERING expenses will be divided among the PROJECT PARTNERS based on the predetermined percentage of PHASE II ENGINEERING costs per Village, as set forth in the table below. Upon completion of the Phase II Engineering and final payment to the selected CONSULTANT, NORTHFIELD will submit an invoice to each PROJECT PARTNER for their share of the remaining PHASE II ENGINEERING costs. The PROJECT PARTNERS agree to pay NORTHFIELD the amount stated in the invoice in accordance with the Local Government Prompt Payment Act.

<table>
<thead>
<tr>
<th>Village</th>
<th>Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenview</td>
<td>24.4%</td>
<td>$1,202.19</td>
</tr>
<tr>
<td>Northfield</td>
<td>44.4%</td>
<td>$2,187.58</td>
</tr>
<tr>
<td>Skokie</td>
<td>4.4%</td>
<td>$216.79</td>
</tr>
<tr>
<td>Wilmette</td>
<td>26.8%</td>
<td>$1,320.44</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$4,927</strong></td>
</tr>
</tbody>
</table>

C. **Invest in Cook Grant.** As WILMETTE received the “Invest in Cook” grant for $150,000.00, WILMETTE agrees to reimburse NORTHFIELD for its costs in the amount of the $150,000, which shall be invoiced and paid based on the below schedule:

i. Upon execution of the Agreement with the CONSULTANT, NORTHFIELD will invoice WILMETTE $75,000 (50% of the Invest in Cook grant amount) to be paid within fifteen (15) calendar days of WILMETTE’S receipt of the funds from the COUNTY.

ii. Upon the submittal of the preliminary construction plans, specifications, special provisions and construction cost estimates for the Skokie Valley Trail Improvements Project by the CONSULTANT to the COUNTY, NORTHFIELD will submit an invoice to WILMETTE for $37,500 (25% of the Invest in Cook Grant amount) to be paid within fifteen (15) calendar days of WILMETTE’S receipt of the funds from the COUNTY.

iii. Upon the submittal of the following documents for the PHASE II ENGINEERING by the CONSULTANT to the COUNTY, NORTHFIELD will submit an invoice to WILMETTE for an amount up to $37,500 (25% of the Invest in Cook Grant amount) to be paid within fifteen (15) calendar days of WILMETTE’S receipt of the funds from the COUNTY:
   1. Final construction plans
   2. Specifications
   3. Special provisions
   4. Construction cost estimates
   5. Cover letter addressed to the COUNTY’S Bureau Chief of Design, including the name of the PROJECT and its associated section number
6. Copies of all cancelled checks paid to the CONSULTANT (or copies of the associated bank ledgers reflecting the payments), or a letter(s) from the CONSULTANT confirming payment was received for the service(s) rendered

7. Copies of all associated invoices submitted to NORTHFIELD by the CONSULTANT for the service(s) rendered


D. **Insufficient Documentation.** The PHASE II PARTNERS mutually agree and understand that if the documentation submitted by the CONSULTANT to the COUNTY (in subsection C. Invest in Cook Grant above) for final reimbursement is reasonably deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients, and uses of all funds invoiced pursuant to the COUNTY IGA.

E. **Ineligible Expenditures.** The PHASE II PARTNERS mutually agree and understand that the COUNTY will not reimburse WILMETTE, and thus WILMETTE will not reimburse NORTHFIELD, for any expenditures deemed by the COUNTY to be:
   i. Contrary to the provisions of the COUNTY IGA;
   ii. Not directly related to carrying out Phase II engineering services for the PROJECT;
   iii. Not paid by the PHASE II PARTNERS or the CONSULTANT;
   iv. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
   v. Incurred without the consent of the COUNTY after written notice of suspension or termination of any or all of the COUNTY’s obligations under the COUNTY IGA; and/or
   vi. In excess of the COUNTY’s maximum contribution amount under the COUNTY IGA.

F. **Recovery of County Funds.** In accordance with the Suspension or Early Termination provisions of this Agreement, the COUNTY may make a determination that NORTHFIELD and/or WILMETTE have failed to perform or are failing to perform, have not met or are not meeting significant PHASE II ENGINEERING milestones or objectives, or are in default under any of the provisions of the COUNTY IGA, whether due to failure or inability to perform or any other cause whatsoever. In the event the COUNTY makes such a determination and the COUNTY demands a refund of any funds that WILMETTE has paid to NORTHFIELD; NORTHFIELD shall immediately pay to WILMETTE and WILMETTE shall immediately pay over to the COUNTY such amounts due to the COUNTY resulting from NORTHFIELD’s failure to abide by this AGREEMENT. In addition, if it is determined, by an arbitrator or a court of competent jurisdiction, that either WILMETTE or NORTHFIELD
has failed to abide by this AGREEMENT and those failures cause the COUNTY to disallow certain costs, then the party responsible for the disallowance shall be liable for those certain costs disallowed by the COUNTY.

G. **Supplemental or Substitute Work.** WILMETTE and NORTHFIELD acknowledge that any of the PROJECT PARTNERS may request, after the Phase II engineering agreement is awarded, that supplemental or costlier substitute work be added to the PHASE II ENGINEERING Agreement’s scope of work (“ADDITIONAL WORK”). If agreed to by all PROJECT PARTNERS, the PHASE II PARTNERS will cause said ADDITIONAL WORK to be added to the Agreement, provided that said work will not unreasonably delay the PHASE II ENGINEERING schedule. Unless otherwise agreed to by the PROJECT PARTNERS in writing, whichever PROJECT PARTNER(S) requested or caused the ADDITIONAL WORK shall pay for the cost increases of said work in full.

WILMETTE AND NORTHFIELD further acknowledge that the PROJECT PARTNER(S) requesting the ADDITIONAL WORK shall pay 100% of the additional Phase III Construction costs that are directly attributable to the ADDITIONAL WORK.

H. **Submittals.** All submittals to the COUNTY required under this section of the AGREEMENT shall be directed to, with a copy to WILMETTE:

Bureau Chief of Design
Attn: Noel Basquin, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
Noel.Basquin@cookcountyil.gov

### III. REPORTING

A. **Quarterly Performance Reports.** NORTHFIELD or the CONSULTANT must submit quarterly performance reports to WILMETTE not later than twenty (20) calendar days after the reporting period as determined by the COUNTY. Quarterly performance reports must include the following information:

i. A cover letter addressed to the COUNTY’S Bureau Chief of Strategic Planning and Policy, including the name of the Skokie Valley Trail Improvements Project and its associated section number

ii. An estimated percentage of Phase II engineering work completed for the Skokie Valley Trail Improvements Project;

iii. A statement indicating whether Phase II engineering work for the Skokie Valley Trail Improvements Project is on, behind or ahead of schedule;

iv. A record of Phase II engineering activities and expenditures to date and for the current reporting period;

v. A forecast of quarterly Phase II engineering activities and
expenditures for the remainder of the PHASE II ENGINEERING and for the Skokie Valley Trail Improvements Project; and
vi. Any significant changes to the Skokie Valley Trail Improvements Project schedule on account of the Phase II engineering services.

B. **Final Performance Report.** NORTHFIELD or the CONSULTANT must submit a final performance report to the COUNTY with a copy provided to WILMETTE (as stipulated in Section II – Financial, subsection C.i.iii.8 Invest in Cook Grant). The final report shall describe cumulative Phase II engineering activities, including a complete description of the PHASE II PARTNER’S achievements with respect to the PROJECT’s objectives and milestones. The PHASE II PARTNERS mutually agree and understand that the COUNTY will not issue final reimbursement until the final report is submitted.

C. **Submittals.** All submittals to the COUNTY required under this section of the AGREEMENT shall be directed to with a copy to WILMETTE:

Bureau Chief of Strategic Planning and Policy
Attn: Jesse Elam
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Jesse.Elam@cookcountyil.gov
IV. RECORDS MAINTENANCE & AUDITS

A. Records Maintenance. NORTHFIELD shall maintain during the term of this AGREEMENT and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all PHASE II ENGINEERING expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules, if applicable.

B. Reviews and Audits. NORTHFIELD shall give WILMETTE and the COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COUNTY funds under this AGREEMENT to necessitate any reviews or audits.

C. Notices. All submittals to the COUNTY required under this section of the AGREEMENT shall be directed to with a copy to WILMETTE and NORTHFIELD:

Superintendent
Attn: Jennifer “Sis” Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Jennifer.Killen@cookcountyil.gov

V. GENERAL CONDITIONS

A. Authority to Execute. The PHASE II PARTNERS have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PHASE II PARTNERS intend to be bound by the terms and conditions contained herein.

B. Binding Successors. This AGREEMENT shall be binding upon and inure to the benefit of the PHASE II PARTNERS and their respective successors and approved assigns.

C. Compliance with Laws, Rules and Regulations. The PHASE II PARTNERS shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this AGREEMENT.

D. Conflicts of Interest. The PHASE II PARTNERS understand and agree that no director, officer, agent or employee of the PHASE II PARTNERS may have...
an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.

E. **Conflicts with Exhibit(s).** In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.

F. **Counterparts.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

G. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 19-IICBP-10-BT. The PHASE II PARTNERS shall include COUNTY section number 19-IICBP-10-BT on all PROJECT-related submittals, including, but not limited to, invoices and correspondence.

H. **Project Location.** A map showing the PROJECT limits is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT A.

I. **Designation of Representatives.** Not later than fourteen (14) calendar days after the Effective Date of this AGREEMENT, each PHASE II PARTNER shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each representative shall have the authority, on behalf of the respective PHASE II PARTNER, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.

J. **Notices.** Unless otherwise specified, all reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:
K. **Dispute Resolution.** In the event of any dispute, claim, question or disagreement arising from or relating to this AGREEMENT or the breach thereof, the PHASE II PARTNERS hereto shall extend their reasonable efforts to meet to settle the dispute, claim, question or disagreement. To this effect, the PHASE II PARTNERS shall consult and negotiate with each other in good faith and shall recognize each other’s interests as well as their mutual interests and attempt to reach a just and equitable solution that gives reasonable consideration to each PHASE II PARTNER’S interests and operations.

L. **Force Majeure.** Neither WILMETTE nor NORTHFIELD shall be liable for any delay or non-performance of their obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.

M. **Indemnification.** The PHASE II PARTNERS agree to provide a consolidated and joint defense to any third party claims, causes of action, suits, damages, or demands, liabilities, losses, and expenses, including attorneys’ fees and administrative expenses that arise, or are alleged to have arisen, out of or in connection with this AGREEMENT. The exception to this joint defense covenant is if one PHASE II PARTNER is determined to have been solely responsible for the claim, liability or loss, in which instance the responsible PHASE II PARTNER shall hold the other PHASE II PARTNER harmless and indemnified against any of the types of losses set forth above.

i. **Modifications.** This AGREEMENT may only be modified by a written instrument executed by the PHASE II PARTNERS.

ii. **No Individual or Personal Liability.** The PHASE II PARTNERS
agree that the actions taken and the representations made by each respective PARTY and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any PHASE II PARTNER will incur personal liability in conjunction with this AGREEMENT.

iii. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to benefit any other person, entity or municipality, except GLENVIEW and SKOKIE as provided for in the recitals of this AGREEMENT and the relevant plans, not a party to this AGREEMENT, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this AGREEMENT. This AGREEMENT is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of either PHASE II PARTNER. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any PHASE II PARTNER will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.

iv. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.

v. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

vi. **Waiver of Default.** The failure by one or more of the PHASE II PARTNERS to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the PHASE II PARTNERS unless such provision is waived in writing.

vii. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the PHASE II PARTNERS concerning all matters specifically covered by this AGREEMENT and supersedes all prior written and oral agreements, commitments and understandings between the PHASE II
PARTNERS. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which either of the PHASE II PARTNERS are relying upon in entering into this AGREEMENT.

viii. **Governing Law and Venue.** This AGREEMENT shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this AGREEMENT shall be the Circuit Court of Cook County, Illinois.

ix. **Effective Date.** This AGREEMENT shall be deemed dated and become effective on the date the last of the PHASE II PARTNERS execute this AGREEMENT as set forth below.
IN WITNESS WHEREOF, WILMETTE, pursuant to authority granted by the adoption of an Ordinance by its Village Board, has caused this AGREEMENT to be executed by its President and attested by its Village Clerk, and NORTHFIELD, pursuant to authority granted by the adoption of an Ordinance by its Village Board has caused this AGREEMENT to be executed by its President and attested by its Village Clerk.

AGREED AND ACCEPTED this ___day of __________, 2022

VILLAGE OF NORTHFIELD

________________________________________
Stacy Sigman
Village Manager

AGREED AND ACCEPTED this ___day of __________, 2022

VILLAGE OF WILMETTE

________________________________________
Michael N.
Braiman Village Manager
Skokie Valley Trail

Budget Projection

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>Total</th>
<th>2028-2032</th>
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</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>6,250</td>
<td>570,000</td>
<td>210,000</td>
<td>-</td>
<td>-</td>
<td>$786,250</td>
<td>-</td>
</tr>
<tr>
<td>Grant Funding</td>
<td>37,500</td>
<td>37,500</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$75,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>43,750</td>
<td>607,500</td>
<td>210,000</td>
<td>-</td>
<td>-</td>
<td>$861,250</td>
<td>-</td>
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Project Status

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<thead>
<tr>
<th>Critical</th>
<th>Recommended</th>
<th>Contingent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X</td>
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</tbody>
</table>

Funding History

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$50,500</td>
</tr>
<tr>
<td>2018</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

Project Description and Justification

The concept of a Skokie Valley Trail was derived from Wilmette’s Bicycle Task Force over twenty years ago. The goal of the project is to convert the discontinued Union Pacific Railroad and Commonwealth Edison corridor, located west of Laramie Avenue, into a multi-use pedestrian and bike trail. The limits of the proposed trail are from Voltz Road in Northfield on the north end to Old Orchard Road in Skokie on the south. This 4.5-mile corridor fills a gap in the regional path with connectivity from Wisconsin to the City of Chicago and will provide improved access to schools and neighborhoods consistent with the Village’s Master Bike and Active Transportation Plan. The Village is partnering with Glenview, Skokie and Northfield on this effort. To date, the following grants have been secured:

<table>
<thead>
<tr>
<th>Year</th>
<th>Granting Agency</th>
<th>Grant Name</th>
<th>Lead Agency</th>
<th>Amount</th>
<th>Phase/Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>Cook County</td>
<td>Invest in Cook</td>
<td>Glenview</td>
<td>$188,000</td>
<td>Phase 1 preliminary engineering</td>
</tr>
<tr>
<td>2021</td>
<td>Cook County</td>
<td>Invest in Cook</td>
<td>Wilmette</td>
<td>$150,000</td>
<td>Phase 2 design engineering</td>
</tr>
<tr>
<td>2021</td>
<td>Federal/CMAP</td>
<td>Transportation Alternatives Program</td>
<td>Northfield</td>
<td>$620,000</td>
<td>Phase 2 design engineering</td>
</tr>
</tbody>
</table>

A financial summary is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Costs</th>
<th>Grants</th>
<th>Wilmette Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-21</td>
<td>Phase 1 Engineering Study</td>
<td>$288,000</td>
<td>$188,000</td>
<td>$25,000^1</td>
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<tr>
<td>2023-24</td>
<td>Phase 2 Design Engineering</td>
<td>$775,000</td>
<td>$620,000</td>
<td>$155,000^2</td>
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<tr>
<td>2023</td>
<td>Union Pacific Railroad Permit Costs</td>
<td>$20,000</td>
<td>$0</td>
<td>$5,000^3</td>
</tr>
<tr>
<td>2024</td>
<td>R.O.W. Acquisition &amp; Wetland Mitigation</td>
<td>$2,300,000</td>
<td>TBD</td>
<td>$570,000^4</td>
</tr>
</tbody>
</table>
## Project Update

The Village of Northfield is leading the Phase II engineering phase of the project. The engineering agreement was submitted to the Illinois Department of Transportation in Spring 2022 and is expected to be executed in Fall 2022 to allow design engineering to begin.

## Project Alternative

The alternative to funding the trail with grant funds is to fund it through local appropriations.

## Budget Impact

*This is a Non-Recurring Expense*

Additional costs associated with this project include $2,500 to $5,000 per mile per year for landscaping; $10,000 per mile for grass cutting; $950 to $1,400 for in-house personnel costs.

<table>
<thead>
<tr>
<th>Account Description</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td>11202035-470375-80404</td>
</tr>
</tbody>
</table>
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.13

Engineering & Public Works Department

SUBJECT: Topographic Survey Services for Capital Projects

MEETING DATE: September 13, 2022

FROM: Brigitte Berger-Raish, P.E., Director of Engineering and Public Works
      Dan Manis, P.E., Village Engineer
      Ryan Kearney, P.E., Project Manager

Budget Impact:

<table>
<thead>
<tr>
<th>Available Budget</th>
<th>$67,612</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Cost</td>
<td>$39,866</td>
</tr>
<tr>
<td>Over/(Under) Budget</td>
<td>($27,746)</td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve Resolution 2022-R-91 authorizing the Village Manager to execute a contract in the amount not-to-exceed $39,866 with Atlas Engineering Group, Ltd., Northbrook, IL, for topographic survey services for future capital improvement projects.

Background

The Village develops capital improvement projects to rehabilitate public infrastructure. Three of the major programs are the Road Program, the Alley Reconstruction Program, and the Brick Street Renovation Program. While Engineering staff manages the design and construction of these programs, some specialized components require the assistance from consulting firms.

The purpose of the topographic survey service is to provide Engineering staff with data on the existing locations and elevation of features found in the public right-of-way at project sites. This data is used in the background of plan sets and is essential in engineering design. The Village does not have the dedicated staff or GPS equipment available to complete this work in-house.

The 2022 contract includes collecting topographic surveys for four (4) alleys, three (3) brick streets, and eleven (11) non-brick roadway segments that are candidates for rehabilitation in future capital improvement programs.

Discussion

The Request for Proposals (RFP) was published on the Village website and DemandStar.com on August 8, 2022. Proposals were due on August 26, 2022. The Village received submittals from eight (8) qualified firms. The results of the responsive proposals are shown below:
Atlas Engineering Group, Ltd. submitted the lowest qualified proposal price for this service. The Village has not worked with the firm previously, however, based on their competitive proposal, prior work experience, and references, staff recommends awarding the Topographic Survey Services contract to Atlas Engineering Group.

The topographic survey is expected to begin in September and be completed by November 2022.

**Budget Impact**

Engineering Services for Capital Projects is allocated to the below account within the General Fund. The topographic survey services contract is within budget. The remaining balance from the budget line item will be used for Geotechnical and Environmental service contracts.

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Budget</th>
<th>2022 YTD Balance</th>
<th>Contract Award</th>
<th>2022 Remaining Balance</th>
<th>Account Number</th>
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<tbody>
<tr>
<td>Engineering Services - Road</td>
<td>$151,000</td>
<td>$67,612</td>
<td>$39,866</td>
<td>$27,746</td>
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</table>

**Documents Attached**

1. CIP Page - Engineering Services for Capital Projects
2. Resolution 2022-R-91 – Topographic Survey Services (contract attached as Exhibit A)
Engineering & Public Works

Engineering Services for Capital Projects

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>220,000</td>
<td>223,000</td>
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<td>$1,254,000</td>
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Project Status

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<th>Contingent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>X</td>
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</table>

Funding History

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<th>Year</th>
<th>Amount</th>
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<td>$166,000</td>
</tr>
<tr>
<td>2020</td>
<td>$130,000</td>
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</table>

Project Description and Justification

The Department develops Capital Improvement Projects (CIP) to rehabilitate public infrastructure. Four of the major programs are Road Program, Alley Reconstruction Program, Brick Street Renovation Program, and Parking Lot Paving Program. While the design and construction of these programs is managed by the Department, some specialized components of design and testing require assistance from consulting firms. The purpose of this program is to fund the engineering services required to implement the CIP. These services include Topographic Survey, Geotechnical, Environmental, and Construction Material Testing. The 2022 funding will cover the construction material testing services for 2022 CIP work, as well as the topographic survey, geotechnical and environmental services for the preparation of 2023 and future CIP.

<table>
<thead>
<tr>
<th>Year</th>
<th>Road Program</th>
<th>Alley Program</th>
<th>Brick Program</th>
<th>Parking Lot Paving Program</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>101,000</td>
<td>30,000</td>
<td>12,000</td>
<td>8,000</td>
<td>$151,000</td>
</tr>
<tr>
<td>2023</td>
<td>104,000</td>
<td>31,000</td>
<td>12,000</td>
<td>10,000</td>
<td>$157,000</td>
</tr>
<tr>
<td>2024</td>
<td>107,000</td>
<td>32,000</td>
<td>11,000</td>
<td>6,000</td>
<td>$156,000</td>
</tr>
<tr>
<td>2025</td>
<td>171,000</td>
<td>33,000</td>
<td>9,000</td>
<td>7,000</td>
<td>$220,000</td>
</tr>
<tr>
<td>2026</td>
<td>177,000</td>
<td>34,000</td>
<td>12,000</td>
<td>0</td>
<td>$223,000</td>
</tr>
</tbody>
</table>

The estimates above represent 4.0% of the anticipated construction cost for each program.

Topographic Survey Services

The purpose of the topographic survey services is to provide data on the existing location and elevation of features found in the public right-of-way at future CIP sites. This data will be used in the background of plan sets and is essential for engineering design. The scope of work for the consulting firm includes collecting topographic data in the field and supplying a deliverable of AutoCAD and point files. The surveys will also be incorporated into the bid documents for these programs. The Village does not have the dedicated staff or GPS equipment available to complete this work in-house.
**Geotechnical Services**
The purpose of the geotechnical services is to provide data on the existing pavement cross-sections and subgrade conditions at future CIP locations. This information will be used in engineering designs to determine the type of improvements required at each project site. The scope of work for the consulting firm includes collecting pavement core and soil boring data at various locations in the Village and preparing reports of the findings. These reports will also be incorporated into the bid documents for these programs. The Village does not have the workforce or rigging equipment available to complete this work in-house.

**Environmental Services**
The purpose of the environmental services is to develop documents that will allow the Contractor to dispose of excavated materials from the upcoming CIP sites. These reports are mandatory for the type of work associated with CIP construction. The scope of work for the consulting firm includes collecting data in the field and preparing the Illinois EPA LPC-662 and/or LPC-663 reports for the CIP Contractors. The Village does not have the trained staff and laboratory resources available to complete this work in-house.

**Construction Material Testing Services**
The purpose of the construction material services is to provide Quality Assurance (QA) testing of the new aggregate, concrete, and asphalt installed during CIP construction. This testing is required to ensure that the improvements meet Village specifications and to satisfy IDOT QC/QA requirements. The scope of work for the consulting firm includes testing construction materials to ensure they meet strength and durability parameters and preparing reports of the findings to the Village. The Village does not have the certified crew or laboratory equipment available to complete this work in-house.

**Project Update**
Funding estimates have been updated for 2022-2026. If the Village Board approves additional funding for construction, the costs under that program would increase by 4.0%. For example, an additional $1 million in Road Program construction funding would increase this program by $40,000.

**Project Alternative**
The alternative is to fund these services out of each respective program budget and reduce the amount of locations rehabilitated each year.

**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>11202035-425255</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2022-R-91

A RESOLUTION APPROVING A CONTRACT FOR TOPOGRAPHIC SURVEY SERVICES BETWEEN THE VILLAGE OF WILMETTE AND ATLAS ENGINEERING GROUP, 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 Topographic Survey Services by and between the Village of Wilmette and Atlas Engineering Group, 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 1: The above recitals are incorporated into this section one as if fully set forth.

SECTION 2: The Contract for Topographic Survey 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 September 13, 2022, pursuant to the following roll call vote:

AYES: 

NAYS: 

ABSTAIN: 

ABSENT: 

____________________________________
Village Clerk

Approved on September 13, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT FOR TOPOGRAPHIC SURVEY SERVICES
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.14

SUBJECT: Winter Holiday Décor

MEETING DATE: September 13, 2022

FROM: Brigitte Ann Berger-Raish, P.E., Director of Engineering and Public Works
Guy Lam, Deputy Director of Public Works

BUDGET IMPACT:

<table>
<thead>
<tr>
<th></th>
<th>2022 Budget Amount</th>
<th>$55,250</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD Actual</td>
<td>$34,102</td>
<td></td>
</tr>
<tr>
<td>2022 Contract Cost</td>
<td>$32,898</td>
<td></td>
</tr>
<tr>
<td>Over/(Under) Budget</td>
<td>$11,750</td>
<td></td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve resolution #2022-R-92 authorizing the Village Manger to execute a contract in the amount not-to-exceed $32,898 with Rileighs Outdoor, LLC, Allentown, Pennsylvania for winter holiday décor.

Background

Each holiday season, a contractor furnishes and installs winter holiday decorations throughout the Village. This program incorporates the suggestions of Village merchants, focusing attention to the Village Green, Downtown, Linden Square and Ridge Road business districts. The recommended vendor, Rileighs Outdoor, LLC (formerly Temple Display Ltd.) has performed this service for the Village of Wilmette since 2006. The scope of work under this contract includes:

- Installation and removal of live garland with bows on light poles
  - 185 locations total, 59-each with mini-lights affixed
- Installation and removal of 148-each winter décor hanging baskets

Village crews also support the winter holiday décor program by installing illuminated snowflakes (2’ and 4’ diameter) along Green Bay Road and within the Linden Square business district area and provide maintenance of the year-round tree lighting in the Downtown district.

Discussion

In August, staff approached Rileighs Outdoor, LLC to provide holiday décor for the 2022 winter season. Staff sought to maintain the base level of service for a second season and provide additional opportunities for feedback from the business community, including new leadership at the chamber, and residents to evaluate the overall holiday décor design.
The 2022 Budget includes $55,250 for winter holiday décor. To date $34,102 has been spent supporting the following initiatives:

- Purchase of LED light strings for maintenance of year-round tree lighting ($12,533)
- Purchase of LED illuminated holiday decorations for installation at the Village Green. This purchase helps offset the loss of the Village’s mature holiday tree and adds vibrancy to the Village Green ($21,569).
  - 10’ snowflake,
  - Celestial arches (6 ea.),
  - Gift boxes (18”, 24” and 30”)

For 2022, the vendor’s proposal is $32,898 for winter holiday décor which is slightly lower than last year’s cost ($33,737). There are a few changes to this year’s contract that include:

- Removal of the holiday tree (14’ white fir) and six trees at the Village Green (trunk and branch wrap, LED mini-lights, warm white).
  - This work will be performed by in-house crews.
- Addition of five light poles (live garland, ribbon, bows and mini-lights) for Ouilmette Way
  - As part of the Village’s 150-year celebration
- Assembly/install & disassembly/takedown of the new illuminated holiday décor items for the Village Green (snowflake, celestial arches, and gift boxes).

All other service levels (light poles with live garland, ribbon, and bows) will remain intact and unchanged from last year.

Upon review, staff recommends award of contract as the contract proposal is fair and reasonable given current market conditions and the rapid rise in labor, equipment, material, and transportation costs. Likewise, the existing vendor has proven to be a competent and capable vendor since 2006.

Installation will be scheduled for the week of November 28, 2022, and takedown scheduled for the week of January 9, 2023. The Village’s tree lighting ceremony is tentatively scheduled for Saturday, December 3, 2022.

**Budget Impact**

Winter holiday décor is a component of the following accounts within the General Fund and Parking Meter Fund. The total available budget is $55,250 and this contract will be $11,750 over budget (General Fund) for winter holiday décor. Future budgets will be adjusted to reflect the updated scope of services and pricing.

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Budget</th>
<th>YTD Actual</th>
<th>Contract Amount</th>
<th>Account No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund -Community Development</td>
<td>$50,000</td>
<td>$34,102</td>
<td>$27,648</td>
<td>11091846-420450</td>
</tr>
<tr>
<td>Business Promotion Activities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Meter Fund -Village Center</td>
<td>$3,000</td>
<td>-</td>
<td>$3,000</td>
<td>23753090-421175</td>
</tr>
<tr>
<td>Contractual Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Meter Fund -CTA Station</td>
<td>$2,250</td>
<td>-</td>
<td>$2,250</td>
<td>23763090-421000</td>
</tr>
<tr>
<td>Contractual Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$55,250</strong></td>
<td><strong>$34,102</strong></td>
<td><strong>$32,898</strong></td>
<td>**</td>
</tr>
</tbody>
</table>
Documents Attached

1. Resolution #2022-R-92 Winter Holiday Decor with Rileighs Outdoor, LLC, Allentown, Pennsylvania (Contract attached as Exhibit A)
RESOLUTION NO. 2022-R-92

A RESOLUTION APPROVING A CONTRACT FOR HOLIDAY DÉCOR INSTALLATION AND TAKEDOWN BETWEEN THE VILLAGE OF WILMETTE AND RILEIGHS OUTDOOR, 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 Holiday Décor Installation and Takedown by and between the Village of Wilmette and Rileighs Outdoor, 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 Holiday Décor Installation and Takedown 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 September 13, 2022, pursuant to the following roll call vote:

AYES: ____________________________________________
NAYS: ____________________________________________
ABSTAIN: ____________________________________________
ABSENT: ____________________________________________

____________________________________
Village Clerk

Approved on September 13, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT FOR HOLIDAY DÉCOR INSTALLATION AND TAKEDOWN
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.15

Engineering & Public Works Department

SUBJECT: Contract Amendment for Uniform Rental and Cleaning

MEETING DATE: September 13, 2022

FROM: Brigitte Ann Berger-Raish, P.E., Director of Engineering and Public Works
      Guy Lam, Deputy Director of Public Works
      Tim Amorella, Assistant Director of Water Management

BUDGET IMPACT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 Budget</td>
<td>$7,500</td>
</tr>
<tr>
<td>Original Contract Amendment Cost</td>
<td>$3,625</td>
</tr>
<tr>
<td>2nd Contract Amendment Cost - This</td>
<td>$1,110</td>
</tr>
<tr>
<td>Revised Contract Amendment Cost</td>
<td>$4,735</td>
</tr>
<tr>
<td>Over/(Under) Budget</td>
<td>($2,765)</td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve resolution #2022-R-93 authorizing the Village Manager to execute a contract amendment with Lechner and Sons, Inc., Mount Prospect, IL for uniform rental and cleaning.

Background

This request is being presented to the Village Board for approval because the vendor has requested a price increase to the existing contract and the total contract value of the original three-year term of the contract and the three-year contract extension of the contract may exceed the Village Manager's purchasing authority of $25,000. The total contract authority consists of two components:

- Expenses incurred in Year 1 to Year 3 of the contract - $13,299.48
- Projected expenses in Year 4 to Year 6 of the contract - $14,205.00
  - Includes the contract amendments

The original three-year contract for uniform rental and cleaning with Lechner and Sons was approved through a bid solicitation in 2019. Subsequently, the Village Board approved a three-year contract amendment on November 9, 2021 for the period covering March 1, 2022 until February 25, 2025.

This contract provides uniform rental and cleaning services for the Engineering and Public Works Department (30 employees) and Water Management Department (14 employees). Employees receive sets of coveralls, jackets, long sleeve button shirts, pants or combination thereof depending on the operating department and job function. The contract also supplies clean shop towels for the fleet garage and water treatment plant. Cleaning services are provided on a weekly basis. The Village is responsible for the cost of replacing any excessively worn or damaged garments.
Discussion

This March, the vendor requested a 4% increase due to the ongoing market conditions and rapid rise in labor, equipment, and material costs. In June 2022, the vendor requested an additional $15 per week for fuel surcharges. Staff is also including an additional 5% contingency to allow for any future contract increases. Collectively, these requests raise the estimated annual contract value from $3,625 to $4,735. It is expected that the fuel surcharge will be removed as fuel prices normalize.

Staff feels the requested increases are fair and equitable given current market conditions and pursuing a new contract through a Request for Bid (RFB) process will subject the Village to cost volatility. Likewise, prior bid solicitations have generated limited interest from area vendors due to the Village’s small pool of employees and number of garments issued.

For example, the Village received only two bids as part of the last bid solicitation process (in 2019) with a differential of $4,649 over a three-year term between the lowest and second lowest bidders. Even with the requested increase, the existing vendor remains below the second lowest bidder over the three-year contract period. The existing vendor has provided uniform rental and cleaning services for the Village since 2004 and has demonstrated to be a competent and capable vendor.

Therefore, staff recommends award of contract amendment with the existing vendor, Lechner and Sons, Inc., Mount Prospect, IL.

Budget Impact

Uniform rental & cleaning is allocated to various accounts within the General Fund, Municipal Garage Fund, Sewer Fund and Water Fund. Uniform rental & cleaning are a component of the below accounts and total $7,500; this contract amendment is $2,946 under the annual budget for uniform rental & cleaning. Future budgets will be adjusted to reflect unit pricing under the contract amendment.

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Budget</th>
<th>Contract Amendment #1</th>
<th>Contract Amendment #2</th>
<th>Account No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund -Uniform Expense</td>
<td>$10,625</td>
<td>$374</td>
<td>$205</td>
<td>11233030-430050</td>
</tr>
<tr>
<td>Garage Fund -Uniform Expense</td>
<td>$6,000</td>
<td>$969</td>
<td>$235</td>
<td>11273030-430050</td>
</tr>
<tr>
<td>General Fund -Uniform Expense</td>
<td>$1,735</td>
<td>$75</td>
<td>$190</td>
<td>11303030-430050</td>
</tr>
<tr>
<td>Sewer Fund -Uniform Expense</td>
<td>$5,380</td>
<td>$343</td>
<td>$110</td>
<td>40807090-430050</td>
</tr>
<tr>
<td>Water Fund -Uniform Expense</td>
<td>$5,800</td>
<td>$1,521</td>
<td>$260</td>
<td>41818090-430050</td>
</tr>
<tr>
<td>Water Fund -Uniform Expense</td>
<td>$5,550</td>
<td>$343</td>
<td>$110</td>
<td>41838090-430050</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$35,040</strong></td>
<td><strong>$3,625</strong></td>
<td><strong>$1,110</strong></td>
<td></td>
</tr>
</tbody>
</table>

¹Budgets also include line items for personal protection equipment (gloves, hard hats, safety vests, safety glasses, fall protection, hearing protection, etc.), safety work boots and additional logo uniform apparel

Documents Attached

1. Resolution #2022-R-93 Uniform Rental and Cleaning with Lechner & Sons, Inc., Mount Prospect, Illinois (Contract Amendment attached as Exhibit A)
RESOLUTION NO. 2022-R-93

A RESOLUTION APPROVING A CONTRACT AMENDMENT FOR UNIFORM RENTAL AND CLEANING BETWEEN THE VILLAGE OF WILMETTE AND LECHNER AND SONS, 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 Uniform Rental and Cleaning down by and between the Village of Wilmette and Lechner and Sons, 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 Uniform Rental and Cleaning 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 September 13, 2022, pursuant to the following roll call vote:

AYES: __________________________________________

NAYS: __________________________________________

ABSTAIN: _______________________________________

ABSENT: _________________________________________

___________________________________________
Village Clerk

Approved on September 13, 2022.

___________________________________________
Village President

Attest:

___________________________________________
Village Clerk
EXHIBIT A

CONTRACT AMENDMENT FOR UNIFORM RENTAL AND CLEANING
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.16

Engineering and Public Works Department

SUBJECT: Preventative Maintenance and Emergency Repairs of HVAC Equipment

MEETING DATE: September 13, 2022

FROM: Brigitte Ann Berger-Raish, P.E., Director of Engineering and Public Works

Guy Lam, Deputy Director of Public Works

John Ramaker, Facilities Supervisor

BUDGET IMPACT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023 Proposed Budget</td>
<td>$74,800</td>
</tr>
<tr>
<td>2023 Estimated Cost (This Contract)</td>
<td>$65,450</td>
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<tr>
<td>Over/(Under) Budget</td>
<td>($9,350)</td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve Resolution #2022-R-94 authorizing the Village Manager to execute a contract amendment with Muzik Mechanical Partners, Inc., Highland Park, Illinois for HVAC preventative maintenance, demand hourly services, and emergency repairs.

Background

This contract provides for preventative maintenance services of HVAC equipment located at nine Village facilities. Overall, there are 187 units serviced under this contract; comprised of condensing units, furnaces, air handling units, chillers, ductless split systems, variable air volume (VAV) boxes, rooftop units, exhaust fans, humidifiers, unit heaters, pumps, etc. It also includes a schedule of hourly rates for demand and emergency services during off-hours and on an as-needed-basis. Denoted in the table below is breakdown of HVAC units by facility.

<table>
<thead>
<tr>
<th>Public Facility</th>
<th>HVAC Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Facility</td>
<td>65</td>
</tr>
<tr>
<td>Fire Station No. 26</td>
<td>34</td>
</tr>
<tr>
<td>Police Department</td>
<td>32</td>
</tr>
<tr>
<td>Fire Station No. 27</td>
<td>19</td>
</tr>
<tr>
<td>Village Hall</td>
<td>14</td>
</tr>
<tr>
<td>Historical Museum</td>
<td>12</td>
</tr>
<tr>
<td>Water Plant</td>
<td>8</td>
</tr>
<tr>
<td>Metra Station</td>
<td>2</td>
</tr>
<tr>
<td>Storm Water Pumping Station (SWPS)</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>187</strong></td>
</tr>
</tbody>
</table>

The current contract has an estimated annual cost of $65,450 and was originally awarded through a request for bid process (RFB #19010) to Muzik Mechanical Partners, Inc., Highland Park, Illinois.
Park, IL on July 23, 2019 for a one-year term. The Village Board later approved a two-year contract extension at continuation of fixed unit pricing on November 24, 2020. The current contract is set to expire on December 31, 2022.

Denoted in the table below is a history of HVAC contractual maintenance costs incurred over the past 11 years.

<table>
<thead>
<tr>
<th>Year</th>
<th>Preventative Maintenance (PM)</th>
<th>Emergency Repairs (Labor and Parts)</th>
<th>Total Cost (HVAC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 (YTD)*</td>
<td>$15,150</td>
<td>$45,348</td>
<td>$60,498</td>
</tr>
<tr>
<td>2021</td>
<td>$15,150</td>
<td>$42,802</td>
<td>$57,952</td>
</tr>
<tr>
<td>2020</td>
<td>$15,150</td>
<td>$37,668</td>
<td>$52,818</td>
</tr>
<tr>
<td>2019</td>
<td>$18,921</td>
<td>$43,504</td>
<td>$62,425</td>
</tr>
<tr>
<td>2018</td>
<td>$12,790</td>
<td>$50,109</td>
<td>$62,899</td>
</tr>
<tr>
<td>2017</td>
<td>$13,938</td>
<td>$58,698</td>
<td>$72,636</td>
</tr>
<tr>
<td>2016</td>
<td>$13,250</td>
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<td>$60,494</td>
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<tr>
<td>2015</td>
<td>$12,905</td>
<td>$44,432</td>
<td>$57,337</td>
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<tr>
<td>2014</td>
<td>$12,905</td>
<td>$47,714</td>
<td>$60,619</td>
</tr>
<tr>
<td>2013</td>
<td>$12,905</td>
<td>$79,897</td>
<td>$92,802</td>
</tr>
<tr>
<td>2012</td>
<td>$12,905</td>
<td>$55,825</td>
<td>$68,730</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td><strong>$14,179</strong></td>
<td><strong>$50,295</strong></td>
<td><strong>$64,474</strong></td>
</tr>
</tbody>
</table>

*YTD expenses as of 9/6/22, includes completion of spring and fall PM services for 2022.

**Discussion**

For 2023, the existing vendor has agreed to a one-year contract amendment at a continuation of fixed unit pricing. Staff recommends approval of the contract amendment with the existing vendor as unit pricing remains cost competitive and provides cost certainty. The original bid solicitation process received a strong response (nine bids received) and going out for a new bid would subject the Village to cost volatility given current market conditions and rapid rise in labor, equipment, material, and transportation costs.

Additionally, the existing vendor has acclimated themselves to the Village’s inventory of HVAC equipment and has proven to be competent and capable. They have been dependable in providing demand and emergency response during off-hours. Their experience and knowledge with older equipment and troubleshooting repairs has been valuable to the Village.

The estimated annual contract cost of $65,450 was based on the existing vendor’s final bid proposal of $15,150 for preventative maintenance services (set fee schedule) and $50,295 for emergency/demand hourly services (projected, based on review of historical expenses). However, the vendor receives compensation for actual hours worked and materials used for emergency/demand hourly services which are scheduled on an as-needed basis.

**Budget Impact**

Contractual preventative maintenance and emergency/demand repairs of HVAC equipment is allocated to various accounts within the General Fund, Sewer Fund, Water fund and Parking Fund. Line items for HVAC maintenance are a component of the below accounts and the contract is projected to be $9,350 under the budget for HVAC services.
## AGENDA ITEM: 3.14

### Description

<table>
<thead>
<tr>
<th>Description</th>
<th>2023 Proposed Budget</th>
<th>2023 Contract Amount (est.)</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund -Contractual Services (Buildings &amp; Grounds)</td>
<td>$100,200</td>
<td>$13,360</td>
<td>11342035-421000</td>
</tr>
<tr>
<td>General Fund -Heating &amp; A/C System Repairs</td>
<td>$55,500</td>
<td>$48,500</td>
<td>11342035-423000</td>
</tr>
<tr>
<td>Sewer Fund -Maintenance Equipment (SWPS)</td>
<td>$2,400</td>
<td>$600</td>
<td>40847090-422400</td>
</tr>
<tr>
<td>Water Fund -Maintenance Equipment (Plant Operations)</td>
<td>$34,000</td>
<td>$2,195</td>
<td>41818090-422400</td>
</tr>
<tr>
<td>Parking Fund -Contractual Services (METRA)</td>
<td>$41,180</td>
<td>$795</td>
<td>23753090-421175</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$233,280</strong></td>
<td><strong>$65,450</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Documents Attached

1. Resolution #2022-R-94 - HVAC Preventative Maintenance, Demand Hourly Services and Emergency Repairs with Muzik Mechanical (Contract Amendment attached as Exhibit A)
RESOLUTION NO. 2022-R-94

A RESOLUTION APPROVING A CONTRACT AMENDMENT FOR HVAC MAINTENANCE BETWEEN THE VILLAGE OF WILMETTE AND MUZIK MECHANICAL PARTNERS, 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 HVAC Maintenance by and between the Village of Wilmette and Muzik Mechanical Partners, Inc.; a copy of which is attached hereto as Exhibit A;

WHEREAS, the Village Board finds that the Contract Amendment for HVAC Maintenance by and between the Village of Wilmette and Muzik Mechanical Partners, Inc. authorizing a potential increase in the cost of the Contract by a total of $10,000 or more or extending the time of completion by a total of thirty (30) days or more is authorized by law as this Contract Amendment is germane to the original contract as signed and it is in the best interest of the Village of Wilmette;

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 HVAC Maintenance 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 September 13, 2022, pursuant to the following roll call vote:

AYES: ________________________________________________________________

NAYS: ______________________________________________________________

ABSTAIN: __________________________________________________________

ABSENT: ____________________________________________________________

____________________________________
Village Clerk

Approved on **September 13, 2022.**

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT AMENDMENT FOR HVAC MAINTENANCE
REQUEST FOR BOARD ACTION

ENGINEERING & PUBLIC WORKS

SUBJECT: Window Replacement at Fire Station 27

MEETING DATE: September 13, 2022

FROM: Brigitte Berger-Raish, P.E. Director of Engineering and Public Works
      Guy Lam, Deputy Director of Public Works
      John Ramaker, Facilities Supervisor

BUDGET IMPACT:

<table>
<thead>
<tr>
<th></th>
<th>2022 Budget</th>
<th>Contract Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over/(Under) Budget</td>
<td>($1,690)</td>
<td>$25,310</td>
</tr>
<tr>
<td>2022 Budget</td>
<td>$27,000</td>
<td></td>
</tr>
</tbody>
</table>

---

Recommended Motion

Move to approve Resolution #2022-R-95 authorizing the Village Manager to execute a contract in the amount not-to-exceed $25,310 with D. Kersey Construction Co., Northbrook, Illinois for window replacement at Fire Station 27.

Background

The front picture windows at Fire Station 27 are scheduled for replacement in 2022 as part of the Village’s 10-Year Capital Improvement Program (CIP). The existing windows are part of the building’s original construction from 1962 and are inoperable. In 2006, both Fire Stations were remodeled, however, window replacement was excluded from the scope of work. The replacement windows will be energy efficient (thermal pane) and wood construction.

Discussion

In early summer, staff contacted several commercial window installation companies to obtain proposals for this project. However, most vendors displayed limited interest given the project’s limited scope/size and prevailing wage requirement. One vendor has been nonresponsive in submitting a proposal after displaying initial interest in the project while another vendor withdrew after refusing to provide the required bonds and insurance.

On August 23, 2022, the Village Board approved waiving the competitive bid process for the purpose to negotiate contract terms with D. Kersey Construction Co., Northbrook, Illinois for window replacement at Fire Station 27. They are a general contractor who displayed interest in the project and have amassed a portfolio of building construction projects with area municipalities, including replacement of the Village’s front entrance doors at Village Hall in 2016. They have demonstrated to be a competent and capable vendor.
Through direct negotiations, D. Kersey Construction Co. submitted pricing totaling $25,310 which is $1,690 under budget. Given current conditions in the marketplace (pricing volatility), unknowns with future product availability (supply chain disruptions) and difficulty in generating additional interest from other vendors for this project, staff recommends the award of a contract to D. Kersey Construction Co., Northbrook, Illinois. The approval of a contract ensures project completion by the first quarter of 2023 with final delivery of materials 16-weeks out.

**Budget Impact**

Window replacement is allocated to the below account within the General Fund. The 2022 Budget for this account is $27,000. However, with the anticipated project completion scheduled for early 2023, funds will be re-programmed in the 2023 Proposed Budget. The final contract will be $1,690 under the original budget amount.

<table>
<thead>
<tr>
<th>Description</th>
<th>2023 Proposed Budget</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund - Window Replacement</td>
<td>$27,000</td>
<td>11342035-460900-60505</td>
</tr>
</tbody>
</table>

**Documents Attached**

1. Resolution #2022-R-95 - Fire Station 27 Replacement Windows (Contract attached as Exhibit A)
2. 2022 CIP Page for Fire Station 27 Replacement Windows
RESOLUTION NO. 2022-R-95

A RESOLUTION APPROVING A CONTRACT FOR FIRE STATION 27 REPLACEMENT WINDOWS BETWEEN THE VILLAGE OF WILMETTE AND D. KERSEY CONSTRUCTION CO.

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 Fire Station 27 Replacement Windows by and between the Village of Wilmette and D. Kersey Construction Co.; 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 Fire Station 27 Replacement Windows 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 September 13, 2022, pursuant to the following roll call vote:

AYES: __________________________________________

NAYS: __________________________________________

ABSTAIN: _______________________________________

ABSENT: _______________________________________

____________________________________
Village Clerk

Approved on September 13, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT FOR FIRE STATION 27 REPLACEMENT WINDOWS
Fire Station #27 Window Replacement

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>27,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$27,000</td>
<td>-</td>
</tr>
</tbody>
</table>

Project Status

<table>
<thead>
<tr>
<th>Critical</th>
<th>Recommended</th>
<th>Contingent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Funding History

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1962</td>
<td>NA</td>
</tr>
</tbody>
</table>

Project Description and Justification

This project is for the replacement of the original (1962) picture windows at Fire Station 27. In 2006, both fire stations were remodeled. However, the scope of work did not include replacement of the original picture windows at Fire Station 27. The windows are inoperable. These windows will be replaced with energy efficient windows (i.e. thermal pane, wood construction).

Project Update

This project has been deferred since 2006, and in 2017, the projected replacement cost has been reduced from $50,000 to $27,000 based on updated price quotes obtained from area vendors. There are no further updates for this project.

Project Alternative

The alternative is to leave the original windows in place.

Budget Impact

This is a Non-Recurring Expense

There are no additional costs associated with this project.

<table>
<thead>
<tr>
<th>Account Description</th>
<th>General Fund – Building &amp; Grounds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
</tr>
</tbody>
</table>
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.18

SUBJECT: Contract Amendment for Weather Forecasting Services

MEETING DATE: September 13, 2022

FROM: Brigitte Ann Berger-Raish, P.E., Director of Engineering and Public Works
Guy Lam, Deputy Director of Public Works

BUDGET IMPACT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 Budget</td>
<td>$4,000</td>
</tr>
<tr>
<td>Contract Amendment Cost (Year 1 of 3)</td>
<td>$4,200</td>
</tr>
<tr>
<td>Over/(Under Budget)</td>
<td>$200</td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve resolution #2022-R-96 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $12,600 with Murray & Trettel, Inc., Palatine, Illinois for weather forecasting services.

Background

This contract provides year-round weather forecasting services for the Engineering and Public Works Department. Weather forecasting includes the following services:

- Daily Operating Forecasts (Year-Round)
- Long Range Weather Forecasts (Temperature, Precipitation and Drought)
- Warm Season Storm Warnings (High Winds, Heavy Rains)
- Winter Season Forecast
- Winter Precipitation Warnings (Ice, Sleet, Snow Accumulation and Temperature)
- Local Meteorologist available 24/7 for questions from supervisory staff

Weather forecasts are custom tailored for Wilmette, Illinois and include detailed forecasts for anomalies such as lake effect snow systems. This service is in support of Engineering and Public Work’s response to adverse weather conditions and allows the department to deploy and stage resources including materials and equipment. Weather events requiring a response may include warm weather storm damage events (street flooding, tree damage clean-up) and winter precipitation events requiring chemical treatments (anti-icing, deicing) and/or snow plowing response. Forecast notifications are sent out through an email distribution list.

Discussion

This contract amendment is for a three-year term and totals $12,600, at an annual cost of $4,200. The amendment is being presented to the Village Board as the total contract value of
the original four-year term and the three-year extension of the contract will total $28,600 and exceeds the Village Manager’s spending authority of $25,000.

The total contract authority consists of two components:
- Expenses incurred in Year 1 to Year 4 of the contract - $16,000 (or $4,000 per year)
- Proposed expenses in Year 5 to Year 7 of the contract - $12,600 (or $4,200 per year)

In reviewing the proposal, the 5% increase ($200) in annual expenses is fair and reasonable given current market conditions and rapid rise in labor, equipment, and material costs. Additionally, the pricing has remained fixed dating back to 2018 when the existing vendor began providing weather forecasting services to the Village. The vendor has demonstrated to be a competent and capable vendor. Weather forecasting is a professional service with a limited pool of local vendors. There is added benefit in being able to reach out to a local meteorologist 24/7 for updates throughout a winter storm. Therefore, staff recommends the award of a contract amendment with Murray & Trettel, Inc., Palatine, Illinois for weather forecasting services.

**Budget Impact**

Weather forecasting service is a component of the below account within the General Fund. The contract amendment cost is $4,200 (Year 1 of 3) and $200 over the annual budget for weather forecasting service. Future budgets will be adjusted to reflect unit pricing under the proposed contract amendment.

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Budget</th>
<th>Contract Amount (Year 1 of 3)</th>
<th>Account No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund -Contractual Services</td>
<td>$4,000</td>
<td>$4,200</td>
<td>11233030-421000</td>
</tr>
</tbody>
</table>

**Documents Attached**

1. Resolution #2022-R-96 Enrollment in the Weather Command Alerting System with Murray & Trettel, Inc., Palatine, Illinois (Contract Amendment attached as Exhibit A)
RESOLUTION NO. 2022-R-96

A RESOLUTION APPROVING A CONTRACT AMENDMENT FOR ENROLLMENT IN THE WEATHER COMMAND ALERTING SYSTEM BETWEEN THE VILLAGE OF WILMETTE AND MURRAY & TRETTEL, 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 Enrollment in the Weather Command Alerting System by and between the Village of Wilmette and Murray & Trettel, Inc.; a copy of which is attached hereto as Exhibit A;

WHEREAS, the Village Board finds that the Contract Amendment for Enrollment in the Weather Command Alerting System by and between the Village of Wilmette and Murray & Trettel, Inc. authorizing a potential increase in the cost of the Contract by a total of $10,000 or more and extending the time of completion by a total of thirty (30) days or more is authorized by law as this Contract Amendment is germane to the original contract as signed and it is in the best interest of the Village of Wilmette;

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 Enrollment in the Weather Command Alerting System 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 September 13, 2022, pursuant to the following roll call vote:

AYES: 

NAYS: 

ABSTAIN: 

ABSENT: 

____________________________________
Village Clerk

Approved on September 13, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT AMENDMENT FOR ENROLLMENT IN THE WEATHER COMMAND
ALERTING SYSTEM
REQUEST FOR BOARD ACTION

AGENDA ITEMS: 3.19 & 3.20

Engineering & Public Works Department

SUBJECT: Vehicle Purchases – Five (5) Ford Police Hybrid Utility Interceptors

MEETING DATE: September 13, 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>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023 Proposed CIP Budget (4 vehicles)</td>
<td>$220,000</td>
</tr>
<tr>
<td>Insurance Recovery (1 vehicle)</td>
<td>$45,685</td>
</tr>
<tr>
<td>Total Cost (5 vehicles)</td>
<td>$249,705</td>
</tr>
<tr>
<td>Over/(Under) Budget</td>
<td>($15,980)</td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve Resolution #2022-R-99 authorizing the Village Manager to execute a contract in the amount not-to-exceed $249,705 with 72 Hour LLC, dba National Auto Fleet Group, Watsonville, California to purchase five Ford Police hybrid utility interceptors.

Move to approve Resolution #2022-R-100 authorizing the Village Manager to execute a contract in the amount not-to-exceed $213,105 with Currie Motors Fleet, Frankfort, Illinois to purchase five Ford Police hybrid utility interceptors.

Background

Staff is seeking authority to negotiate with two suppliers to secure delivery of five Ford Police hybrid utility interceptors. By seeking purchasing authority with two suppliers, it increases the likelihood of the Village taking receipt of the vehicles before the end of 2023. While the two recommended motions include authority for a total of ten units between the two vendors, staff will only order five vehicles as both purchase contracts have opt-out clauses.

If both suppliers end up having availability, the Village will pursue the contract that is more cost advantageous. For cost comparison, National Auto Fleet offered the Village a unit purchase price of $49,941 and Currie Motors Fleet offered a unit purchase price of $42,621.

This request is being presented to the Village Board at this time due to recent supply chain challenges related to commercial fleet vehicles. Over the last two years, order windows supplied by auto manufacturers have been erratic with sudden start-up and shutdowns of assembly lines. Order cut-off dates have been pushed up with short notice. Last year, the Village missed an order cut-off date for a meter shop van due to these schedule shifts.
This request takes advantage of a limited window of opportunity from the manufacturer (Ford) to place orders for Police hybrid utility interceptors (2023 model year) to ensure final vehicle delivery before the end of 2023. The brief window opened on August 30, 2022, and expired on September 9, 2022, so this is a retroactive request for approval.

Postponing until the next window of opportunity will likely result in a final delivery date in 2024. This would reflect a five-year replacement cycle which is not recommended for police squad units due to their extensive use and wear and tear. During the recession the replacement cycle for police squads were shifted from a three-year timeframe to a four-year timeframe based on detailed review of fleet maintenance records. Maintaining a four-year replacement cycle is recommended to maintain emergency response capabilities and reduce maintenance and repair costs.

**Discussion**

**Unit Replacements**

This request pertains is for four units (SQ-505, SQ-508, SQ-510 and SQ-512) scheduled for replacement in 2023 as part of the Village’s capital program and one additional unit (SQ-504) was involved in a vehicle accident (total loss) and requires replacement. All five vehicles are Police patrol squads. Denoted in the table below is a summary of vehicles scheduled for replacement with this contract.

<table>
<thead>
<tr>
<th>Vehicle ID</th>
<th>Make</th>
<th>Model</th>
<th>Year (Age)</th>
<th>Department</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SQ-505</td>
<td>Ford</td>
<td>Utility Interceptor</td>
<td>2019 (3)</td>
<td>Police</td>
<td>Patrol Squad</td>
</tr>
<tr>
<td>SQ-508</td>
<td>Ford</td>
<td>Utility Interceptor</td>
<td>2019 (3)</td>
<td>Police</td>
<td>Patrol Squad</td>
</tr>
<tr>
<td>SQ-510</td>
<td>Ford</td>
<td>Utility Interceptor</td>
<td>2019 (3)</td>
<td>Police</td>
<td>Patrol Squad</td>
</tr>
<tr>
<td>SQ-512</td>
<td>Ford</td>
<td>Utility Interceptor</td>
<td>2019 (3)</td>
<td>Police</td>
<td>Patrol Squad</td>
</tr>
<tr>
<td>SQ-504</td>
<td>Ford</td>
<td>Hybrid Interceptor</td>
<td>2020 (2)</td>
<td>Police</td>
<td>Patrol Squad</td>
</tr>
</tbody>
</table>

SQ-504, SQ-508, SQ-510 and SQ-512 have traditional combustion powertrains and will be replaced with the updated vehicle model having hybrid technology (gas/electric). SQ-504 currently has a hybrid powertrain and will be replaced with another hybrid model. Ford first offered hybrid technology for utility interceptors starting with the 2020 model year. Staff recommends continued use of the hybrid powertrain as the incremental cost yields a positive return on investment (ROI). The vehicles being replaced will be evaluated for rotation into the Village’s fleet for administrative use. Any vehicles deemed unsuitable for re-use will be disposed of through an upcoming Northwest Municipal Conference live auto auction.

**National Auto Fleet Group**

The first resolution presented is for a joint purchase agreement offered through a national program (Sourcewell -National Auto Fleet Group). The vendor assigned to the contract is 72 Hour LLC, dba National Auto Fleet Group. The five Ford Police hybrid utility interceptors will be configured identically at a final cost of $49,941 per vehicle or $249,705 total. The cut-off date for orders was September 9, 2022.

**Currie Motors Fleet**

In attempt to obtain competitive pricing, staff reached out to the NWMC and Ford’s National Commercial Fleet Sales program. The NWMC does not have an active contract available, and the Ford Motor Company was not currently processing any commercial fleet orders. Staff then contacted Currie Motors Fleet, Frankfort, Illinois, the preferred vendor of the NWMC joint
purchase contract over the last several years for commercial fleet sales, specifically models from the Ford Motor Company and they were willing to provide a price quote.

The second resolution presented is for a retail price quote from Currie Motors Fleet, Frankfort, Illinois. Currie Motors Fleet offered a unit purchase price of $42,571 or $212,855 total. The cut-off date for orders was September 9, 2022.

Cost Analysis
Below is a table showing the cost comparison of the two vendors compared to the 2022 purchase price and the 2023 MSRP. The cost increase is a result of the rapid rise in labor, equipment, material, and transportation costs. This vehicle model is also favored by most law enforcement agencies across the nation and given the high demand and difficulties of the manufacturer to provide adequate supply, the price for this vehicle model has increased.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>2023 MSRP</th>
<th>2023 Price</th>
<th>2022 Price</th>
<th>Price Increase (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Auto Fleet Group</td>
<td>$51,025</td>
<td>$49,941</td>
<td>$39,000</td>
<td>28%</td>
</tr>
<tr>
<td>Currie Motors Fleet</td>
<td>$42,571</td>
<td></td>
<td></td>
<td>9%</td>
</tr>
</tbody>
</table>

Budget Impact
Purchase of the four vehicles (SQ-505, SQ-508, SQ-510 and SQ-512) is allocated to the Capital Equipment Replacement Fund (CERF) as part of the 2023 Proposed CIP Budget. Revenue from insurance recoveries will be used for purchase of the other vehicle (SQ-504). The Village received a reimbursement check in the amount of $45,685 for SQ-504. The final cost of the vehicles is $249,705, leaving a remaining balance of $15,980, which will be used for equipment outfitting. Costs for equipment outfitting are yet to be determined as the work will pursued through either a contract amendment with the existing vendor or solicited through a traditional bid process.

However, based on review of historical expenses for equipment outfitting (Police squads) and current market conditions (rapid rise in labor, material, and equipment costs), staff expects the total outfitting cost to be over budget. The preliminary equipment outfitting estimate is $9,500 per unit which would result in a total overage of $31,520. The overage would be covered by reserves in the CERF. This projection does not include any proceeds from resale of retired vehicles through auto auctions. Staff will present the Village Board with approval of a separate contract for equipment outfitting at a future meeting date.

<table>
<thead>
<tr>
<th>Vehicle ID</th>
<th>Fund</th>
<th>2023 Proposed Budget</th>
<th>Vehicle Cost (FINAL)</th>
<th>Remaining Balance</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>SQ-505</td>
<td>CERF</td>
<td>$55,000</td>
<td>$49,941</td>
<td>$5,059</td>
<td>11960070-480300-40725</td>
</tr>
<tr>
<td>SQ-508</td>
<td>CERF</td>
<td>$55,000</td>
<td>$49,941</td>
<td>$5,059</td>
<td>11960070-480300-40740</td>
</tr>
<tr>
<td>SQ-510</td>
<td>CERF</td>
<td>$55,000</td>
<td>$49,941</td>
<td>$5,059</td>
<td>11960070-480300-40750</td>
</tr>
<tr>
<td>SQ-512</td>
<td>CERF</td>
<td>$55,000</td>
<td>$49,941</td>
<td>$5,059</td>
<td>11960070-480300-40760</td>
</tr>
<tr>
<td>SQ-504</td>
<td>CERF</td>
<td>$45,685</td>
<td>$49,941</td>
<td>($4,256)</td>
<td>11960070-480300-40720</td>
</tr>
<tr>
<td>Subtotals</td>
<td></td>
<td>$265,685</td>
<td>$249,705</td>
<td>$15,980</td>
<td></td>
</tr>
</tbody>
</table>
Documents Attached

1. Resolution #2022-R-99 - Purchase of Five (5) Ford Police Hybrid Utility Interceptors (Contract attached as Exhibit A)
2. Resolution #2022-R-100 - Purchase of Five (5) Ford Police Hybrid Utility Interceptors (Contract attached as Exhibit A)
3. 2023 CIP page for SQ-505, SQ-508, SQ-510, SQ-512, and SQ-504
RESOLUTION NO. 2022-R-99

A RESOLUTION APPROVING A CONTRACT FOR PURCHASE OF FIVE FORD POLICE HYBRID UTILITY INTERCEPTORS BETWEEN THE VILLAGE OF WILMETTE AND 72 HOUR LLC, DBA NATIONAL AUTO FLEET 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 Purchase of Five Ford Police Hybrid Utility Interceptors by and between the Village of Wilmette and 72 Hour LLC, dba National Auto Fleet 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 Purchase of Five Ford Police Hybrid Utility Interceptors 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 September 13, 2022, pursuant to the following roll call vote:

AYES: __________________________________________

NAYS: __________________________________________

ABSTAIN: _________________________________________

ABSENT: __________________________________________

____________________________________
Village Clerk

Approved on September 13, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT FOR PURCHASE OF FIVE FORD POLICE HYBRID UTILITY INTERCEPTORS
RESOLUTION NO. 2022-R-100

A RESOLUTION APPROVING A CONTRACT FOR PURCHASE OF FIVE FORD POLICE HYBRID UTILITY INTERCEPTORS BETWEEN THE VILLAGE OF WILMETTE AND CURRIE MOTOR FLEET.

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 Purchase of Five Ford Police Hybrid Utility Interceptors by and between the Village of Wilmette and Currie Motors Fleet; 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 Purchase of Five Ford Police Hybrid Utility Interceptors 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 September 13, 2022, pursuant to the following roll call vote:

AYES: ____________________________________________

NAYS: ____________________________________________

ABSTAIN: _________________________________________

ABSENT: __________________________________________

____________________________________
Village Clerk

Approved on September 13, 2022.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
Vehicle Replacement

**Police Squad Vehicles**

**Budget Projection**

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>Total</th>
<th>2028-2032</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERF</td>
<td>220,000</td>
<td>220,000</td>
<td>-</td>
<td>110,000</td>
<td>220,000</td>
<td>$770,000</td>
<td>$770,000</td>
</tr>
</tbody>
</table>

**Project Status**

<table>
<thead>
<tr>
<th>Critical</th>
<th>Recommended</th>
<th>Contingent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Project Description and Justification**

The Police Department uses 10 marked squad vehicles for daily patrol and emergency response activities. The vehicles are equipped with a laptop computer, moving radar equipment, and a forward-facing video camera, which are moved from the old unit to the new unit. The estimated cost of the vehicle includes LED emergency light bar, exterior markings, and miscellaneous parts for outfitting each unit. Below is a breakdown of the units planned for replacement through 2026.

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Replacement Cost</th>
<th>In Service</th>
<th>Replacement Year</th>
<th>Miles/Hours</th>
<th>#of Breakdowns</th>
<th>Repair Cost (2 Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SQ-505</td>
<td>$55,000</td>
<td>2019</td>
<td>2023</td>
<td>78,468</td>
<td>6</td>
<td>$1,100</td>
</tr>
<tr>
<td>SQ-508</td>
<td>$55,000</td>
<td>2019</td>
<td>2023</td>
<td>61,657</td>
<td>2</td>
<td>$198</td>
</tr>
<tr>
<td>SQ-510</td>
<td>$55,000</td>
<td>2019</td>
<td>2023</td>
<td>70,805</td>
<td>9</td>
<td>$2,619</td>
</tr>
<tr>
<td>SQ-512</td>
<td>$55,000</td>
<td>2019</td>
<td>2023</td>
<td>75,935</td>
<td>9</td>
<td>$1,727</td>
</tr>
<tr>
<td>SQ-504</td>
<td>$55,000</td>
<td>2020</td>
<td>2024</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>SQ-506</td>
<td>$55,000</td>
<td>2020</td>
<td>2024</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>SQ-507</td>
<td>$55,000</td>
<td>2020</td>
<td>2024</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>SQ-511</td>
<td>$55,000</td>
<td>2020</td>
<td>2024</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>SQ-501</td>
<td>$55,000</td>
<td>2022</td>
<td>2026</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>SQ-503</td>
<td>$55,000</td>
<td>2022</td>
<td>2026</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

**Project Update**

After the vehicle is replaced, the current unit will be transferred to another department for administrative use, traded in on a new vehicle acquisition, or auctioned through the Northwest Municipal Conference or another online auction service.

**Project Alternative**

It is recommended to replace patrol vehicles every four years. The reliability of a vehicle to handle emergency responses decreases with age and use, and maintenance and repair costs increase accordingly. Another alternative would be to purchase the traditional Explorer Interceptor model for approximately $3,600 less.
Vehicle Replacement

Budget Impact

This is a Non-Recurring Expense

There are annual maintenance expenses associated with this purchase.
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.21

SUBJECT: REJECT BIDS – Forestry Aerial Boom Unit and Chipper Box Truck (T-24)

MEETING DATE: September 13, 2022

FROM: Brigitte Ann Berger-Raish, P.E., Director of Engineering and Public Works
      Guy Lam, Deputy Director of Public Works
      Andy Stockinger, Fleet Maintenance Superintendent

BUDGET IMPACT: Projected Cost $237,000

Recommended Motion

Move to reject competitive bids for the purpose to negotiate contract terms with Power Equipment Leasing Co., Romeoville, Illinois for purchase of a forestry aerial boom unit and chipper box truck.

Background

This request pertains to the purchase of one combination forestry aerial boom unit and chipper box truck originally scheduled for replacement in 2021 as part of the Village’s 10-year Capital Improvement Program (CIP). Funding was carried over to the 2022 CIP Budget due to bid timing issues and extended lead times for product delivery attributed to supply chain disruptions. The Village owns two aerial boom trucks with dedicated units supporting forestry operations and street lighting utility maintenance. The forestry aerial unit has a 60-foot working height whereas the street lighting unit has a 40-foot working height.

Based on historical averages, over the last four years, the forestry aerial truck has assisted in-house crews in providing the following parkway tree services (annual quantities):

- 210 service requests
- 75 tree removals (under 12-inches diameter)
- 500 trees pruned as part of routine 3-year cycle program (under 7-inches diameter) and additional 500 trees (view obstruction and height clearance pruning)
- Systematic removal of encroachment vegetation in alleys (20% of system), and
- Emergency storm damage response which includes clearing roadways and sidewalks of fallen trees and branches and removal of overhead hazards (cracked or broken hanging branches) during off-hours.

Discussion

In June 2022, staff drafted specifications (RFB #22063) for purchase of a forestry aerial truck (included furnishing truck chassis and equipment outfitting). Specifically, prospective bidders were asked to comply with the following:
• Navistar (International Truck) HV607 SBA or Freightliner M2-016 Truck Chassis
• Minimum 60’ articulating over-center aerial device (65’ working height) with a dielectric insulated boom system (PTO driven hydraulic pump)
• Elevator lift system (hydraulic) to extend working height additional 10’
• Minimum bucket capacity of 350 lbs.
• 17-yard capacity chip body with hydraulic dump
• Rear hinged door with latch system
• Protective metal cab guard
• Equipment and tool storage boxes
• Emergency Lighting

On July 8, 2022, bid notices were sent out to area vendors specializing in aerial lift trucks, and posted on the Village’s website and www.demandstar.com. The bid opening occurred on July 27, 2022, with one bid proposal received.

<table>
<thead>
<tr>
<th>Bid Results RFB #22063 – Forestry Aerial Truck</th>
</tr>
</thead>
<tbody>
<tr>
<td>Altec Industries, Inc., Creedmoor, North Carolina</td>
</tr>
</tbody>
</table>

Altec Industries, Inc., Creedmoor, North Carolina was the sole bidder. Altec is a manufacturer of aerial boom trucks. Their bid proposal included the Freightliner truck chassis and reflected a custom build designation which has an extended production lead time with final delivery taking up to 48-months. Staff subsequently reviewed the bid proposal and truck equipment configuration with the vendor to identify and address any non-conforming areas to achieve a standard truck build designation which has a shorter production schedule of 24-months.

During this review period, staff located a new (2023 model year) forestry aerial unit, available for immediate delivery at a local dealer (Power Equipment Leasing Co., Romeoville, Illinois). The dealer had recently acquired the unit from another aerial truck manufacturer (Versalift). Staff closely reviewed the truck build sheet and equipment configuration and could not find any exceptions to the Village’s bid specification.

The unit from Power Equipment Leasing Co. has a greater upfront cost than the unit from Altec Industries, however, it is available for immediate delivery compared to a two-year production timeline. Staff recommends the immediate delivery option is as it offers risk reduction in several areas including:

• Given current conditions in the marketplace and concerns over impacts of ongoing supply chain disruptions, there is value in certainty of having a vehicle. At this time, Altec states the build lead for production is 24-months, however, there are no guarantees, and the production schedule could be pushed out indefinitely by the manufacturer. Staff has experienced this with the Ford Motor Company (Super Duty Trucks F-250/F-450 models and Hybrid Utility Interceptors).
• The existing unit has 17 years of service, this increases the likelihood of breakdowns/repairs of major system components which have the potential to exceed the cost differential in purchase price. Also, with the residual value of the existing unit established, any repair costs incurred over the next 24-months will not be recovered through resale of the existing unit.
• If market conditions stay status quo or worsen, parts will continue to become more difficult to source (subject to backorder) and breakdowns will take longer than normal
to complete resulting in greater downtime of existing equipment. If breakdowns occur during peak demand periods, such as emergency response and storm damage clean-up events, pursuing contingencies to uphold service will be costly. For example, the cost to secure one tree crew from the Village’s contractor ranges between $2,500 to $3,600 per day (includes labor, equipment, and debris disposal) and rental fees for an aerial truck (in-house crews) is approximately $2,500-$3,000 per week.

Therefore, staff recommends rejection of the bid (RFB #22063) and authorization to negotiate with Power Equipment Leasing Co., Romeoville, Illinois for purchase of a forestry aerial boom unit and chipper box truck. Power Equipment Leasing Co. has provided indicative pricing for the forestry aerial truck, which is reflected in the projected cost. The final negotiated contract will be presented to the Village Board for approval.

Upon receipt of the new unit, staff will seek to sell the existing unit through an upcoming live auto auction. Trade-in credits were solicited as part of the purchase process, however neither vendor provided proposals that achieved the projected fair market value of $23,000.

**Budget Impact**

The purchase of the forestry aerial boom unit and chipper box truck (T-24) is allocated to the below account within the Capital Equipment Replacement Fund (CERF). The total budget is $190,000; the projected contract cost is $237,000 which will be over budget by $47,000. The overage will be covered by reserves in CERF and sale proceeds of the existing unit.

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Budget</th>
<th>Projected Cost</th>
<th>Overage</th>
<th>Account No</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERF Fund – Repl. Aerial Truck</td>
<td>$190,000</td>
<td>$237,000</td>
<td>$47,000</td>
<td>11960070-480275-40405</td>
</tr>
</tbody>
</table>

**Documents Attached**

1. 2022 CIP page for 2021 Vehicles Purchased in 2022 (Includes Forestry Aerial T-24)
Vehicle Replacement

2021 Vehicles Purchased in 2022

Budget Projection

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>2021</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERF</td>
<td>144,117</td>
<td>-</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>-</td>
<td>$96,500</td>
</tr>
<tr>
<td>Sewer</td>
<td>170,112</td>
<td>25,143</td>
<td>-</td>
<td>-</td>
<td>$195,255</td>
</tr>
<tr>
<td><strong>Subtotals</strong></td>
<td><strong>349,086</strong></td>
<td><strong>551,701</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>$900,787</strong></td>
</tr>
</tbody>
</table>

Project Status

Score

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><strong>Subtotals</strong></td>
<td><strong>$639,000</strong></td>
<td><strong>$144,117</strong></td>
<td><strong>$464,915</strong></td>
<td><strong>$609,032</strong></td>
<td></td>
</tr>
</tbody>
</table>

|          |      |                       |                  |                  |                          |
| T-35     | Water| 31,500                 | 17,520.50        | 13,979.50        | $31,500                  |
| T-42     | Water| 28,500                 | 17,336.50        | 11,163.50        | $28,500                  |
| T-25     | Water| 36,500                 | -                | 36,500           | $36,500                  |
| **Subtotals** | **$96,500** | **$34,857** | **$61,643** | **$95,500** |

|          |      |                       |                  |                  |                          |
| T-35     | Sewer| 31,500                 | 17,520.50        | 13,979.50        | $31,500                  |
| T-42     | Sewer| 28,500                 | 17,336.50        | 11,163.50        | $28,500                  |
| T-45     | Sewer| 145,000                | 135,255          | -                | $135,255                 |
| **Subtotals** | **$205,000** | **$170,112** | **$25,143** | **$195,255** |

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>CERF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td>11960070-480225-40600 (T-17)</td>
</tr>
<tr>
<td>Account Number</td>
<td>11960070-480275-40405 (T-24)</td>
</tr>
<tr>
<td>Account Number</td>
<td>11960070-480225-40256 (C-2)</td>
</tr>
<tr>
<td>Account Number</td>
<td>11960070-480300-40790 (SQ-523)</td>
</tr>
<tr>
<td>Account Description</td>
<td>Water</td>
</tr>
<tr>
<td>Account Number</td>
<td>41838090-480250-40545 (T-35) 50%</td>
</tr>
<tr>
<td>Account Number</td>
<td>41838090-480200-40505 (T-42) 50%</td>
</tr>
<tr>
<td>Account Number</td>
<td>41818090-480275-40445 (T-25) 100%</td>
</tr>
<tr>
<td>Account Description</td>
<td>Sewer</td>
</tr>
<tr>
<td>Account Number</td>
<td>40807090-480250-40545 (T-35) 50%</td>
</tr>
<tr>
<td>Account Number</td>
<td>40807090-480200-40505 (T-42) 50%</td>
</tr>
<tr>
<td>Account Number</td>
<td>40807090-480275-40450 (T-45) 100%</td>
</tr>
</tbody>
</table>
Green Fleet Analysis
Staff evaluates green fleet alternatives for vehicles scheduled for replacement within the upcoming year. Analysis for out-year purchases are not provided due to continuing advancements in green fleet technology and availability. This evaluation process applies to all vehicle types such as light-duty (i.e. passenger cars, vans, SUVs), medium-duty trucks, heavy-duty trucks and construction equipment.

When evaluating green fleet options, staff reviews each application for operational needs. If operational needs can be achieved or upheld, then staff reviews associated costs and calculates a return on investment (ROI). Ultimately, the green option must produce a positive ROI where the upfront cost is offset by savings (fuel consumption) within or equal to the expected useful life of the vehicle. Likewise, fleet maintenance staff reviews the cost of ownership and long-term maintenance implications (i.e. green fleet vs. conventional option) as part of the analysis.

Denoted in the table below are green fleet options available in the marketplace for each vehicle type.

<table>
<thead>
<tr>
<th>Light-Duty</th>
<th>Medium-Duty</th>
<th>Heavy-Duty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battery-Electric</td>
<td>Hybrid</td>
<td>Compressed Natural Gas (CNG)</td>
</tr>
<tr>
<td>Hybrid</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Village has one light-duty (T-25), three medium-duty (T-35, T-42 and T-45) and two heavy-duty (T-17 and T-24) scheduled for replacement in YR 2021 as part of the Village’s ten year Capital Improvement Program budget (see table below).

<table>
<thead>
<tr>
<th>Vehicle ID</th>
<th>Description</th>
<th>Type</th>
<th>Replacement Year</th>
<th>Green Fleet (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-25</td>
<td>Water Plant Van</td>
<td>Light-Duty</td>
<td>2021</td>
<td>Maybe</td>
</tr>
<tr>
<td>T-35</td>
<td>Water/Sewer Small Dump</td>
<td>Medium-Duty</td>
<td>2021</td>
<td>N</td>
</tr>
<tr>
<td>T-42</td>
<td>Water/Sewer Shoring Truck</td>
<td>Medium-Duty</td>
<td>2021</td>
<td>N</td>
</tr>
<tr>
<td>T-45</td>
<td>Sewer Televising Truck</td>
<td>Medium-Duty</td>
<td>2021</td>
<td>N</td>
</tr>
<tr>
<td>T-17</td>
<td>Streets Large Dump Truck</td>
<td>Heavy-Duty</td>
<td>2021</td>
<td>N</td>
</tr>
<tr>
<td>T-24</td>
<td>Forestry Aerial Truck</td>
<td>Heavy-Duty</td>
<td>2021</td>
<td>N</td>
</tr>
</tbody>
</table>

Light-Duty (T-25)
Staff researched green fleet alternatives from Ford Motor Company (FMC) for light-duty truck applications. Focus was placed on FMC as they currently are the most active vendor for municipal fleet sales (i.e. medium duty trucks) and hold the lowest bids for most joint purchase contracts.

FMC has stated they intend to release hybrid technology (i.e. gas/electric) within the next 1-2 years, however, they currently do not offer a hybrid powertrain matching operational needs for light-duty truck applications. If FMC were to release hybrid technology before purchase of this vehicle, the added upfront cost would need to fall within the following thresholds, denoted in the table below, to produce a positive return on investment (ROI). The requested budget amount includes up to $3,500 for hybrid technology.

<table>
<thead>
<tr>
<th>Miles per Gallon Improvement (%)</th>
<th>Savings per Year*</th>
<th>Return on Investment</th>
<th>Upfront Cost (Maximum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>$189</td>
<td>14</td>
<td>$2,646</td>
</tr>
<tr>
<td>35</td>
<td>$245</td>
<td>14</td>
<td>$3,430</td>
</tr>
<tr>
<td>45</td>
<td>$293</td>
<td>14</td>
<td>$4,102</td>
</tr>
<tr>
<td>50</td>
<td>$314</td>
<td>14</td>
<td>$4,396</td>
</tr>
</tbody>
</table>

*Based on 5,900 miles driven per year (2018 & 2019), 16 miles per gallon (MPG) standard engine output and $2.55 per gallon of fuel (four-year average)
Vehicle Replacement

Staff also came across a third-party vendor, XL Fleet, Boston, MA, who provides an aftermarket, hybrid technology solution. However, at an upfront cost of $14,000 per vehicle and 25% improved fuel economy, the return on investment (ROI) far exceeds the estimated useful life of the vehicle and is not recommended.

Medium-Duty (T-35, T-42 and T-45)
Staff researched green fleet alternatives from Ford Motor Company (FMC) for medium-duty truck applications. FMC has stated they intend to release hybrid technology (i.e. gas/electric engine) within the next 1-2 years, however, they currently do not offer a hybrid powertrain matching operational needs for medium-duty truck applications (i.e. F-350, F-450 truck chassis and above). Also, there are no aftermarket alternatives available at this time. XL Fleet only offers conversion options for F-150 and F-250 truck chassis.

Heavy-Duty (T-17 and T-24)
Staff researched green fleet alternatives from the principle heavy-duty truck chassis manufacturers (i.e. Navistar, Freightliner, Kenworth, Peterbilt, etc.) for large dump truck and aerial truck applications. Most of the manufacturers stated they intend to release electric hybrid technology within the next 1-2 years; however, they currently do not offer a hybrid powertrain matching operational needs. There are some prototypes currently in use for other applications. Staff believes this to be a viable green fleet alternative in the near future.

Another alternative is compressed natural gas (CNG) technology for heavy-duty trucks, which is prevalent in the solid waste industry, transport logistics (i.e. freight) and bus transportation. This technology is best suited for fleets with high fuel consumption (or mileage) and/or extended periods of engine idling. CNG has several advantages over conventional combustion engines including 20-25% reduction in emissions and more stable unit pricing as compared to petroleum products. For example, the Village’s heavy-duty fleet currently consumes B5 biodiesel and unit pricing has fluctuated between $1.08 and $3.94 per gallon over the past 10 years (2011-20). The ten-year average is $2.56 per gallon. By comparison, the national average price per gasoline gallon equivalent (GGE) of CNG falls within the range of $1.89 - $2.25 covering the same ten-year period (U.S. Dept. of Energy).

Both Freightliner and Kenworth offer CNG alternative heavy-duty vehicles for snow plowing operations, whereas Navistar (International Truck) does not. The upfront cost is $50,000 more than a traditional heavy-duty truck chassis. Therefore, with an expected useful life (EUL) of 20 years, the savings per year would need to exceed $2,500 for a positive return on investment (ROI). T-24 consumes approximately 200 gallons of B5 per year, whereas T-17 consumes approximately 300 gallons. As such, the unit price differential between B5 and CNG would need to exceed $6.10 (T-24) to $7.14 (T-17) per GGE, and on sustainable basis, to produce a positive ROI. Based on the historical pricing, the largest price differential was $1.94 (YR 2012). The closest CNG fuelling station in proximity to the Public Works Facility is located in Des Plaines, IL. According to estimates from the U.S. Dept. of Energy, new construction of CNG fuelling facilities can cost up to $1.8 million.

2020 CIP Green Fleet Update
On January 14, 2020, the Village Board approved purchase of four Police (Ford) Utility Interceptors (Hybrid). Staff recommended inclusion of the hybrid powertrain option as all four units (i.e. SQ-504, 506, 507 and 511) produced a positive ROI. The purchase of these hybrid cars will mark the start of a pilot vehicle program; determining the performance and safety of a green fleet.

A cost/benefit analysis was conducted based on a review of each vehicle’s annual miles driven, fuel economy and idling time (i.e. conventional engine vs. hybrid technology). The anticipated return on investment is favorable, falling near half of the estimated useful life of each vehicle. Since older squads are typically repurposed as rotational vehicles for other departments, these hybrid units will produce further benefit over ensuing years.
## Vehicle Replacement

<table>
<thead>
<tr>
<th>Vehicle ID</th>
<th>SQ-504</th>
<th>SQ-506</th>
<th>SQ-507</th>
<th>SQ-511</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Miles Driven (Year 2018)</td>
<td>16,854</td>
<td>22,127</td>
<td>16,371</td>
<td>20,670</td>
</tr>
<tr>
<td>MPG -Conventional Engine</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Annual Consumption (Gals)</td>
<td>843</td>
<td>1,107</td>
<td>819</td>
<td>1,034</td>
</tr>
<tr>
<td>Annual Consumption –Idling (Gals)(^1)</td>
<td>1,231</td>
<td>1,231</td>
<td>1,231</td>
<td>1,231</td>
</tr>
<tr>
<td>Subtotal –Annual Consumption (Gals)</td>
<td>2,074</td>
<td>2,338</td>
<td>2,050</td>
<td>2,265</td>
</tr>
<tr>
<td>MPG -Hybrid Engine</td>
<td>24</td>
<td>24</td>
<td>24</td>
<td>24</td>
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<tr>
<td>Annual Consumption (Gals)</td>
<td>703</td>
<td>922</td>
<td>683</td>
<td>862</td>
</tr>
<tr>
<td>Annual Consumption –Idling (Gals)(^2)</td>
<td>540</td>
<td>540</td>
<td>540</td>
<td>540</td>
</tr>
<tr>
<td>Subtotal –Annual Consumption (Gals)</td>
<td>1,243</td>
<td>1,462</td>
<td>1,223</td>
<td>1,402</td>
</tr>
<tr>
<td>Difference Annual Consumption (Gals)</td>
<td>831</td>
<td>876</td>
<td>827</td>
<td>863</td>
</tr>
<tr>
<td>Cost per Gallon (89 octane) (AVG 4-YR)</td>
<td>$2.55</td>
<td>$2.55</td>
<td>$2.55</td>
<td>$2.55</td>
</tr>
<tr>
<td>Savings per Year</td>
<td>$2,119</td>
<td>$2,234</td>
<td>$2,109</td>
<td>$2,201</td>
</tr>
<tr>
<td>Total Cost (Hybrid Engine Option)</td>
<td>$3,625</td>
<td>$3,625</td>
<td>$3,625</td>
<td>$3,625</td>
</tr>
<tr>
<td>Return on Investment [ROI] (Years)</td>
<td>1.71</td>
<td>1.62</td>
<td>1.72</td>
<td>1.65</td>
</tr>
</tbody>
</table>

\(^1\)Based on average of 7.25 hours idle time per day per squad (or 2,647 hours per year) and conversion factor of 0.465 gals per hour idle time (per FMC –conventional engine); equates to 1,231 gals.

\(^2\)Based on average of 7.25 hours idle time per day per squad (or 2,647 hours per year) and conversion factor of 0.204 gals per hour idle time (per FMC –hybrid engine); equates to 540 gals.

The new patrol units will benefit from 25% improved fuel economy and significant added fuel savings from idling (battery enabled). YR 2020 marked the first year of availability for a hybrid powertrain by the manufacturer.

Due to the COVID pandemic and manufacturer plant shutdowns, final delivery of the four units will not occur until either the fourth quarter (2020) or first quarter (2021).
REQUEST FOR BOARD ACTION

SUBJECT: Resolution to approve intergovernmental agreement for reciprocal reporting with New Trier Township High School District No. 203

MEETING DATE: September 13, 2022

FROM: Kyle Murphy, Chief of Police
      Michael Robinson, Police Commander

BUDGET IMPACT:

<table>
<thead>
<tr>
<th>2022 Budget</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 Over/(Under) Budget</td>
<td>$0</td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve Resolution #2022-R-97 authorizing the Village Manager to sign an intergovernmental agreement (IGA) for reciprocal reporting between the Village of Wilmette and the Board of Education of New Trier Township High School District No. 203.

Background

The Village of Wilmette has historically entered into IGAs for reciprocal reporting with the school districts that have a significant attendance of Wilmette students. These agreements allow for the sharing of information between the Wilmette Police Department and the school district regarding specific criminal conduct of students that reside in the Village of Wilmette. These records are kept confidential and are only shared when a public safety concern outlined in the IGA is identified. The reciprocal sharing agreements are bound by legal restrictions outlined in the Juvenile Court Act and the Illinois School Student Records Act.

An IGA for reciprocal reporting with New Trier Township High School District No. 203 was implemented in 1998 and this is an updated version of that past agreement. This new IGA is substantively the same but has been modified to reflect current legal updates.

Discussion

Staff has reviewed the proposed IGA from the New Trier Township High School District No. 203 and are recommending entering into this agreement. The concern for school safety and the increased threats of violence within the schools necessitate that the Police Department and the schools have a mechanism to share information on specific criminal acts committed or under investigation of students. The confidentiality of the students is highly protected as in any juvenile matter and will continue to only be disclosed or shared as proscribed in the Juvenile Court Act.
This IGA will be reviewed on a periodic basis by the parties involved to ensure that it is in compliance with the current legal requirements and law and will renew automatically on an annual basis unless terminated by either party.

**Budget Impact**

There is no budget impact for this agreement.

**Documents Attached**

1. Resolution #2022-R-97 - Intergovernmental agreement for reciprocal reporting between Village of Wilmette and the Board of Education of New Trier High School District No. 203
RESOLUTION NO. 2022-R-97

A RESOLUTION APPROVING A RECIPROCAL REPORTING AGREEMENT BETWEEN THE VILLAGE OF WILMETTE AND NEW TRIER HIGH SCHOOL

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 Reciprocal Reporting Agreement between the Village of Wilmette and New Trier High School (“RRA”); 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 RRA attached as Exhibit A is hereby approved.

SECTION 3: The Village Manager is authorized to execute the RRA. Prior to executing the RRA, the Village Manager is authorized to make non-material changes and changes to the form of the RRA in 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 September 13, 2022, pursuant to the following roll call vote:
AYES: ____________________________________________

NAYS: ____________________________________________

ABSTAIN: __________________________________________

ABSENT: ____________________________________________

______________________________________
Village Clerk

Approved on September 13, 2022.

______________________________________
Village President

Attest:

______________________________________
Village Clerk
EXHIBIT A

RECIPROCAL REPORTING AGREEMENT BETWEEN THE VILLAGE OF WILMETTE
AND NEW TRIER HIGH SCHOOL
INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL REPORTING BETWEEN THE VILLAGE OF WILMETTE AND THE BOARD OF EDUCATION OF NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT NO. 203

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the Board of Education of New Trier Township High School District No. 203, Cook County, Illinois ("School District"), and the Village of Wilmette, a municipal corporation ("Village") (collectively, "Parties").

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

WHEREAS, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10-20.14, 10-21.7, 10-27.1A&B, and 22-20 of the Illinois School Code, and Section 10/6(a)(6.5) of the Illinois School Student Records Act provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

WHEREAS, the School District and the Village are desirous of entering into this Agreement for the purposes of promoting safety, security, and order for the staff, students, and premises of the School District and of establishing a cooperative relationship between the School District's and the Village's law enforcement efforts;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and other good and valuable consideration, the School District and the Village agree as follows:

I. COOPERATION AND AUTHORITY
   A. General Cooperation
      1. The Superintendent of the School District will provide the Village Police Chief with a list of administrators ("School Officials") to be contacted as needed. The list will contain regular and emergency telephone and mobile numbers (if applicable), and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted. The administrators identified shall be considered the “Appropriate School Officials” for purposes of § 1-7(a)(8) of the Juvenile Court Act.

      2. The Village Police Chief will provide the Superintendent of the School District with the names and titles of a primary and two back up contacts ("Police Officials") responsible for implementing this Agreement. The officers shall provide their regular and emergency telephone and mobile numbers (if applicable).

      3. The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.
4. School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as necessary.

5. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any school building, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.

B. District Authority Over the Educational Environment

1. Collaboration between the District and the Village and respect for the important role each party plays in connection with our community’s youth are essential to the success of the mission of both Parties.

2. The Village recognizes the responsibility and authority of District Officials to manage the educational environment.

3. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for District Officials to manage.

4. The District recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with Police Officials.

5. The Parties seek to implement a partnership that creates effective and positive school student discipline that (a) is part of the District’s larger effort to address school safety and climate; (b) includes proactive and restorative methods rather than only punitive; and (c) is clear, consistent, and equitable.

6. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The District may refuse disclosure requests by Police Officials without a warrant, court order, or other exception enumerated by the Illinois School Student Records Act, 105 ILCS 10/1 et seq., and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

II. RECIPROCAL REPORTING

A. Reporting of Student Criminal Activity

1. By School Officials to Police Officials

   a. School Officials will promptly report to Police Officials the activity of students who reside within the boundaries of the Village and attend New Trier High School that involves or is suspected to involve:
i. Criminal gang activity;
ii. Criminal sexual offenses;
iii. Any violation of Article 24 of the Criminal Code, 720 ILCS 5/24-1 et seq., or weapons such as guns and knives, explosives, impact devices, or any item used as a weapon;
iv. Sale of drugs or other intoxicants;
v. Possession of drugs or other intoxicants;
vi. Fights or other violent activity which might reasonably carry over into the community;
vii. Abuse, neglect, lock-out, and runaway situations;
viii. Acts of vandalism;
ix. Hate crimes;
x. Other activities involving students which threaten the safety of students or any other person on or off District property; or
xi. Any state or federal crime occurring or which has occurred on school property or at a school event that might reasonably carry over into the community.

b. Upon receipt of a written complaint from any school personnel, School Officials shall report all incidents of battery committed against teachers, teacher personnel, administrative personnel, educational support personnel, or school employees to Police Officials. 105 ILCS 5/10-21.7.

c. School Officials will immediately report to Police Officials any time a report is made that a person with a firearm has been observed on school grounds. 105 ILCS 5/10-27.1A.

d. School Officials will immediately report to Police Officials any time a report is made of a verified incident involving drugs in the school or on school owned or leased property, including any conveyance owned, leased, or used by the school for the transport of students or school personnel. 105 ILCS 5/10-27.1B.

e. Where violence or other activity poses an imminent threat to the safety of students or any other person, the information will be shared as soon as possible; otherwise, the information will be shared not later than two business days after the information becomes known to School Officials.

f. Information shared under Section II.A.1.a above may be communicated orally and may also include the disclosure of student records in accordance with Section 10/6(a)(6.5) of the Illinois
School Student Records Act. All information disclosed and communications made under this Agreement are therefore to remain confidential and will not be disclosed to any other party, except as provided by law or court order. Section 10/6(a)(6.5) of the Illinois School Student Records Act provides that the School District may release school student records or information to juvenile authorities when necessary for the discharge of their official duties upon a request for information prior to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except under law or order of court. “Juvenile authorities” includes probation officers, law enforcement officers and prosecutors, and others as defined in Section 10/6(a)(6.5) of the Illinois School Student Records Act.

2. **By Police Officials to School Officials**

a. As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, Police Officials will share law enforcement records with School Officials that relate to the following offenses or suspected offenses with respect to a minor enrolled in one of the School District’s schools who has been taken into custody or arrested when Police Officials believe that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds and sharing the information will not (i) create a threat of harm to any person, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person’s privacy:

i. Any violation of Article 24 of the Criminal Code (720 ILCS 5/24 et seq.) (weapons);

ii. A violation of the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.);

iii. A violation of the Cannabis Control Act (720 ILCS 550/1 et seq.);

iv. A forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);

v. A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.);

vi. A violation of Section 1-2 of the Harassing and Obscene Communications Act (720 ILCS 5/26.5);
vii. A violation of the Hazing Act (720 ILCS 5/12C-50); or


b. As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, Police Officials will share information with School Officials concerning a minor who is the subject of a current police investigation that is directly related to school safety unless Police Officials believe that sharing the information will: (i) create a threat of harm to any person; (ii) jeopardize a pending or actually and reasonably contemplated investigation; (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person’s privacy. Such information may only be shared orally. An investigation means an official, systemic inquiry by Police Officials into actual or suspected criminal activity.

c. Upon request, as provided by 5 ILCS 140/2.15, Police Officials will share the following arrest and criminal history information with School Officials that relate to a student enrolled in one of the School District’s schools who is 18 years of age or older, unless Police Officials determine that disclosure would: (i) create a threat of harm to any person; (ii) jeopardize a pending or actually and reasonably contemplated investigation; (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person’s privacy:

i. Name;

ii. Any charges related to the arrest; and

iii. If the student is incarcerated.

d. As required by Section 22-20 of the Illinois School Code, Police Officials shall report to the School District’s Principal or designee whenever a student is detained for proceedings under the Juvenile Court Act or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update
the report as significant stages of the proceedings occur and with the disposition of the matter.

B. Confidentiality and Records

1. **Content of Criminal Activity Information.** All criminal activity information shall include the names of all involved persons, including School District students and minors, except in cases where the name of the victim is protected under the Rights of Crime Victims and Witnesses Act, 725 ILCS 120/1, *et seq.*, as amended, or other applicable law.

2. **Confidentiality of Records and Criminal Activity Information.** Any law enforcement and student records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information is not available to other employees, or any persons other than as authorized by this Agreement or by law.

3. **Illinois School Student Records Act.** This Section and this Agreement is intended to satisfy Section 6(a)(6.5) of the Illinois School Student Records Act 105 ILCS 10/6(a)(6.5), which authorizes a school district to release information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. The school accepts responsibility for maintenance of confidentiality by its employees.

4. **Non-Educational or School Records.**
   a. School Officials shall follow State and federal laws regarding student records.
   b. All reports and records shared by Police Officials with School Officials shall be kept in a secure location and shall not be a public record. Such information shall be kept separate from and shall not become a part of the student's official school record. The information shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

III. **OTHER TERMS AND CONDITIONS**

A. **Complete Agreement.** This Agreement sets forth all the covenants, conditions, and promises between the Parties. There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.
B. **Relationship of the Parties.** Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Village and the School District. No party shall become bound, with respect to third parties, by any representation, act, or omission of the other party. This Agreement is for the benefit of the Parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

C. **Indemnification.**

1. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Village, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the "Village Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the Village Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the "School Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.

2. To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors and assigns, in their individual and official capacities (the "School Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Village in performance of this Agreement, or any act or omission of the Village or of any employee, agent, contractor, or volunteer of the Village (the “Village Indemnitors”), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Village Indemnitors.

3. Nothing contained in Section III, Paragraph C or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the Village under the *Illinois Local Government and Governmental Employees Tort Immunity Act*.

D. **Term and Renewal.** This Agreement shall immediately take effect on the effective date, as set forth in Section III, Paragraph H of this Agreement and shall be in full force and effect for a period of one year thereafter. This Agreement shall
automatically renew for successive one-year periods unless terminated as provided below.

E. **Termination.** This Agreement may be terminated at any time upon 30 days advance written notice by either party.

F. **Amendments and Modifications.** This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.

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

H. **Assignment.** Neither party hereto may assign its respective rights or duties hereunder.

I. **Waiver of Breach.** If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.

J. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

K. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

**IN WITNESS WHEREOF,** the Parties hereto have executed this agreement by their property officers duly authorized to execute the same.

Signed: ____________________________________________  Date: _____________

Village of Wilmette

Title: __________________________________________________________
Print Name: ____________________________________________________________

Attest: ______________________________________________________________

    Village Clerk

The Board of Education of New Trier High School District 203,

By: ________________________________________ Date: ______________

    President, Board of Education

Attest: _____________________________________________________________

    Secretary, Board of Education
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.23

Law Department

SUBJECT: Ordinance Increasing the Number of Class B-1 Liquor Licenses

MEETING DATE: Ordinance Introduction – August 23, 2022
Ordnance Approval – September 13, 2022

FROM: Jeffrey M. Stein, Corporation Counsel

BUDGET IMPACT: NONE

Recommended Motion

Move to introduce and subsequently adopt Ordinance No. 2022-O-37 increasing the number of class B-1 liquor licenses.

Background

Ryan O’Donnell, owner of Buck Russell’s, located at 1137 Greenleaf Avenue, has submitted an application for a Class B-1 Liquor License which would allow the retail sale of beer, hard seltzer and wine for consumption on the premises as well as for the retail sale of beer, hard seltzer and wine in its original package or packages for consumption off the premises.

Class B-1 Regulations (which are referenced as Class A and Class B regulations) are as follows:

Class A Licenses, which shall authorize the retail sale of alcoholic liquor by restaurants without bars, as defined in this chapter, but only when such sale is incidental and complementary to the sale and consumption of meals, eaten at tables served by wait staff or bus, for consumption only on the premises where sold. Patrons may be served alcoholic beverages while waiting to be seated when no tables are available. It shall be unlawful for any holder of a Class A License to offer for sale or serve alcoholic liquor by the drink without concurrently offering for sale or serving meals to patrons. It shall be unlawful for any holder of a Class A License that provides outdoor restaurant seating in the public right-of-way, as licensed under Chapter 5 of this Code, to serve alcoholic liquor to any patron seated in the public right-of-way unless that person has purchased a meal.

Class B Licenses, which shall duplicate Class A Licenses in all regards, except that beer, hard seltzer and wine only may be served.
Class B-1 Licenses shall duplicate Class B Licenses in all regards, except that Class B-1 Licenses shall additionally authorize the retail sale of beer, hard seltzer and wine in its original package or packages for consumption off the premises, subject to the following conditions:

(A) The retail sale of any beer, hard seltzer and wine in original packages for consumption off the premises must be incidental and complementary to the sale of food for consumption off the premises. It shall be unlawful for any holder of a class B-1 License to render a bill for sale of beer, hard seltzer and wine in its original package which does not include a charge for food to be consumed off the premises.

(B) Beer, hard seltzer and wine may be sold at retail for off the premises consumption and delivered either by the licensee or a third-party delivery service.

(C) Any beer, hard seltzer and wine sold at retail in original packages for consumption off the premises cannot be sold at a price lower than that charged for consumption of the same beer, hard seltzer and wine on the premises.

(D) The licensee may fill a growler or crowler with beer for consumption off the premises, including delivery by the licensee.

The annual license fee for a Class B-1 License is $1,100.

There are no available Class B-1 Licenses. In order for the Village President as Local Liquor Commissioner to issue such a license there must be one made available. The application and supporting materials for Buck Russell’s liquor license are attached.

Discussion

The Judiciary Committee reviewed the application at its August 23, 2022 meeting. The applicant indicated that it is prepared to comply in all respects with the conditions for Class B-1 License. The Committee recommended that the Village Board increase the number of Class B-1 Licenses to allow the Village President to issue a Wilmette Liquor License to Buck Russell’s.

Budget Impact

No Budget Impact

Documents Attached

1. Ordinance No. 2022-O-37 – An Ordinance Increasing the Number of Class B-1 Liquor Licenses (Buck Russell’s)

2. The application and supporting materials by Buck Russell’s.
ORDINANCE NO. 2022-O-37

AN ORDINANCE INCREASING THE NUMBER OF CLASS B-1 LIQUOR LICENSES (BUCK RUSSELL’S)

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’s Local Liquor Licenses are issued to specific individuals or entities as the case may be, and are not transferrable; and

WHEREAS, the Village President and Board of Trustees (collectively “Village Board”) finds that Buck Russell’s has applied for a Class B-1 Liquor License which authorizes the retail sale of beer, hard seltzer and wine by restaurants and also allows for the purchase of beer, hard seltzer and wine in its original package or packages for consumption off the premises; and

WHEREAS, the Village Board Judiciary Committee met on August 23, 2022 to review the application and recommends adoption of this ordinance increasing the number of Class B-1 licenses, and;

WHEREAS, the Village Board sees fit to increase the number of authorized Class B-1 Liquor Licenses as set forth herein; 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 incorporated in this ordinance as if fully set forth.

SECTION 2: The Wilmette Village Code, as amended, is further amended in Chapter 10, Liquor Control, Article I, In General, Section 10-11, “Number of Licenses,” by deleting the text of said Section 10-11 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 Section 10-11 shall hereafter provide as follows:

**Sec. 10-11  NUMBER OF LICENSES.**

The following shall be the number of licenses to be issued in each Class:

<table>
<thead>
<tr>
<th>Class</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Class A</td>
<td>2</td>
</tr>
<tr>
<td>Class A-1</td>
<td>1</td>
</tr>
<tr>
<td>(b) Class B</td>
<td>2</td>
</tr>
<tr>
<td>Class B-1</td>
<td>4</td>
</tr>
<tr>
<td>Class B-2</td>
<td>1</td>
</tr>
<tr>
<td>I Class C</td>
<td>3</td>
</tr>
<tr>
<td>Class C-1</td>
<td>2</td>
</tr>
<tr>
<td>Class C-B</td>
<td>0</td>
</tr>
<tr>
<td>Class C-B-1</td>
<td>0</td>
</tr>
<tr>
<td>(d) Class D</td>
<td>3</td>
</tr>
<tr>
<td>Class D-1</td>
<td>0</td>
</tr>
<tr>
<td>I Class E</td>
<td>Unlimited</td>
</tr>
<tr>
<td>(f) Class F</td>
<td>1</td>
</tr>
<tr>
<td>Class F-1</td>
<td>1</td>
</tr>
<tr>
<td>(g) Class G</td>
<td>1</td>
</tr>
<tr>
<td>(h) Class H</td>
<td>1</td>
</tr>
<tr>
<td>(i) Class I</td>
<td>8</td>
</tr>
<tr>
<td>(j) Class J</td>
<td>0</td>
</tr>
<tr>
<td>Class J-1</td>
<td>1</td>
</tr>
<tr>
<td>(k) Class K</td>
<td>1</td>
</tr>
<tr>
<td>(l) Class L</td>
<td>1</td>
</tr>
<tr>
<td>(m) Class M</td>
<td>1</td>
</tr>
<tr>
<td>Class M-1</td>
<td>3</td>
</tr>
<tr>
<td>(n) Class N</td>
<td>0</td>
</tr>
<tr>
<td>(o) Class O</td>
<td>0</td>
</tr>
<tr>
<td>(p) Class P</td>
<td>1</td>
</tr>
</tbody>
</table>

On and after March 14, 1995, no further Class G Licenses shall issue and the Class G License shall be eliminated upon the expiration without renewal, or the revocation of, or the surrender of the last Class G License held prior to March 14, 1995.
(q) Class Q 1
(r) (Reserved)
(s) (Reserved)
(t) Class T 1
(u) Class U 1

**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 **September 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 13th day of **September 2022**.

______________________________
President of the Village of Wilmette, IL

**ATTEST:**

______________________________
Clerk of the Village of Wilmette, IL

Published in Pamphlet Form on September 14, 2022
APPLICATION FOR VILLAGE OF WILMETTE
LOCAL LIQUOR LICENSE*

* This Application requests information required under Chapter 11, Liquor Control, Wilmette Village Code 1993, (as amended). Failure to provide any applicable information will result in the automatic denial of a license. The acceptance of the fee herein does not constitute approval by the Village of Wilmette of the Application for a liquor license. If this Application is denied, all fees will be refunded.

Application for CLASS B-1 Liquor License

Fee Tendered: $_____

NOTE: Local liquor licenses allow the licensee to sell or offer for sale alcoholic liquor only at the premises specified in the license. Each license shall terminate one year from the date of issuance. Renewal applications shall be submitted at least 60 days prior to expiration.

Failure of licensee to comply with the liquor control requirements and restrictions set forth in Chapter 11 of the Wilmette Village Code may result in revocation or suspension of the liquor license.

FOR OFFICE USE ONLY

Date Received: ____________, 20__

Disposition: _____ Denied

_____ Granted

Date: ____________, 20__

License # ____________

Date License Issued: ____________, 20__

Date License Expires: ____________, 20__
Name of Applicant(s):  

Check Appropriate Box:  

New Application:  

Renewal Application:  

Current Wilmette Liquor License #:  

Current Illinois Liquor License #:  

Name of Business That Will Be Selling Alcohol:  

*NOTE: Renewal Applicants need only complete the sections of this Application which have changed since the original or last renewal application was submitted.*

Status of Business:  

_ Sole Proprietorship  
_ Partnership  
_ Illinois Corporation  
_ Foreign Corporation  

_ Limited Liability Company  

Date Formed:  

Stated Purpose:  

Summary of Club activities this past year:

Address of Business Premises at Which Liquor Will Be Sold:  

1137 GREENLEAF AVE, WILMETTE, 60091

Business Telephone #:  

Business Fax #:  

Business Web Site and/or E-mail address:  buckrussells.com
Hours of Business Operation: **11:00 am - 9:00 pm**

<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tues</th>
<th>Wed</th>
<th>Thurs</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

Ownership of Premises: Name and address of the owner of the property upon which the business will operate. *(Except for renewal applications, if Applicant does not own the property, a copy of the current lease must be attached. NOTE: The lease must cover the full term of the license.)*

Federal Employer Identification Number: **860-380-3708**

Illinois Business Tax (Sales Tax) Number: **4402-5342**

Insurance Policies Covering the Operation of the Business and the Business Premises:

<table>
<thead>
<tr>
<th>Insurance Company</th>
<th>Type of Policy</th>
<th>Policy #</th>
<th>Co. Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Address of any other premises within Wilmette at which liquor may be warehoused:

Identify the financial/lending institutions from which financial aid will be or has been provided to the Business:

<table>
<thead>
<tr>
<th>Name of Institution</th>
<th>Address</th>
<th>Account #</th>
<th>Amount of Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

For restaurant applicants only, attach a copy of the floor plans with complete dimensions noted. *(Not applicable for renewal applications)*
PART B. OWNERSHIP INFORMATION: to be completed by all Applicants in accordance with the Status of Business stated above in Part A. This information must be provided for each owner/officer/director/partner as well as shareholders with stock interests equal to or exceeding 5% and for any manager or agent that will be conducting the business. If there are shareholders who own less than 5% indicate the aggregate total ownership in the space provided.

Manager/Agent Conducting Business:

<table>
<thead>
<tr>
<th>Name (Last, First)</th>
<th>MI</th>
<th>Home Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>O'DONNELL, RYAN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

Social Security # | Date of Birth | Sex | Title/Position | Telephone # | % Owned |
|------------------|---------------|-----|---------------|-------------|---------|

Owners/Officers/Directors/Partners/Shareholders:

<table>
<thead>
<tr>
<th>Name (Last, First)</th>
<th>MI</th>
<th>Home Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>% Owned</th>
</tr>
</thead>
</table>

Social Security # | Date of Birth | Sex | Title/Position | Telephone # | % Owned |
|------------------|---------------|-----|---------------|-------------|---------|

<table>
<thead>
<tr>
<th>Name (Last, First)</th>
<th>MI</th>
<th>Home Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>% Owned</th>
</tr>
</thead>
</table>

Social Security # | Date of Birth | Sex | Title/Position | Telephone # | % Owned |
|------------------|---------------|-----|---------------|-------------|---------|

<table>
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<tr>
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<th>Home Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>% Owned</th>
</tr>
</thead>
</table>

Social Security # | Date of Birth | Sex | Title/Position | Telephone # | % Owned |
|------------------|---------------|-----|---------------|-------------|---------|

<table>
<thead>
<tr>
<th>Name (Last, First)</th>
<th>MI</th>
<th>Home Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>% Owned</th>
</tr>
</thead>
</table>

Social Security # | Date of Birth | Sex | Title/Position | Telephone # | % Owned |
|------------------|---------------|-----|---------------|-------------|---------|

Total Percentage of Stock Held by all Persons with less than a 5% interest: 0%.

Clubs/Associations must submit along with this Application, two (2) copies of a list of its members names and addresses.
If there is an existing and/or contemplated agreement for the sharing of profits on a basis other than the % owned stated above, or with individuals/entities not stated above, provide the following:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Sharing Arrangement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Sharing Arrangement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**PART C. SOLE PROPRIETORSHIP INFORMATION:** to be completed by Applicants operating as sole proprietorships.

Name: ________________________________
(First) (Middle) (Last)
___ Male ___ Female

Date of Birth: _________________________ Place of Birth: _________________________

Citizenship: ___ United States ___ Other
If a naturalized citizen, provide the date and place of naturalization:

__________________________________________________________

If not a U.S. citizen, attach a copy of the documentation which identifies Applicant’s legal status in this country.

Home Address: ___________________________________________

Home Phone#: ________________________ Home Fax #: ________________________

E-mail Address: __________________________

Social Security # ______________________ Driver’s License # _________________

Marital Status: ___ Married ___ Single ___ Divorced ___ Widowed

Name of Spouse: ___________________________ Maiden Name: ______________________

Social Security # of Spouse _________________

Name and Address of any Former Spouse: __________________________________________

List all previous residences for the past 10 years:

<table>
<thead>
<tr>
<th>Address</th>
<th>Own/Rent</th>
<th>From/To</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Own/Rent</th>
<th>From/To</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

5
Provide current and former employment history for the past 10 years:

<table>
<thead>
<tr>
<th>Employer</th>
<th>Address</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Immediate Supervisor</td>
<td>Title/Position</td>
<td>From/To</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employer</td>
<td>Address</td>
<td>Phone #</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Immediate Supervisor</td>
<td>Title/Position</td>
<td>From/To</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**PART D. LIQUOR LICENSE HISTORY:** to be completed by all Applicants and any other person listed above in Part B.

Indicate whether this is your first application for a liquor license:  ____ Yes  ____ No

If this is not your first application, identify each licensing authority (state, county, municipality) from which a license has been sought and the disposition of each application. If you have ever had a license denied, or if you have ever withdrawn an application, please provide a written statement setting forth the reasons and circumstances.

<table>
<thead>
<tr>
<th>State/County/Municipality</th>
<th>Granted/Denied/Withdrawn</th>
<th>Issuance Date, if any</th>
<th>Expiration Date, if any</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Provide your Federal Tax Stamp Document Control Number showing that your business been approved to sell alcoholic beverages by the Federal Bureau of Alcohol, Tobacco and Firearm.
PART E. ELIGIBILITY QUESTIONS: to be completed by all Applicants and any other person listed in Part B. above. If any question is not answered, the Application will be rejected.

YES  NO
1.  _  ✓ Are you delinquent in the payment of any Illinois Business Tax (sales, withholding, etc.)?
2.  _  ✓ Have you ever applied for and been denied a liquor license?
3.  _  ✓ Have you ever had any previous liquor license revoked?
4.  _  ✓ Have you ever been convicted of a felony
5.  _  ✓ Do you possess a current federal wagering stamp?
6.  _  ✓ Do you or any partner, officer, manager, or any stockholder owning directly or indirectly in the aggregate equal to or more than 5% of the corporate stock possess a current federal wagering stamp issued by the United States Internal Revenue Service?
7.  _  ✓ Have you ever been convicted of a gambling offense as defined and enumerated in the Illinois Liquor Control Act, 235 ILCS 5/6-2(16)?
8.  _  ✓ Are you, other person with an interest in the business, a public official or law enforcement official within the jurisdiction of the Village of Wilmette?
9.  _  ✓ Except for merchandise credit in the ordinary course of business, have you received or borrowed money, credit or anything of value directly or indirectly from any other licensee, supplier, manufacturer, importer, distributor, or representative thereof, of alcoholic products?

If the answer to any of the above questions was "yes," a written detailed explanation must be provided below:

________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________

For each Manager and/or Agent listed above in Part B, state whether he/she would be qualified to obtain a state and local liquor license. If your answer is No, provide a complete explanation.

Yes  No

________________________________________________________________________________________________________________________________________________________

For each person listed above in Part B, provide the following citizenship information:

United States  Other

If a naturalized citizen, provide the date and place of naturalization:

________________________________________________________________________________________________________________________________________________________

For each person listed above in Part B who is not a U.S. citizen, attach a copy of the documentation which identifies that person's legal status in this country.
PART F. CERTIFICATION: This Application must be signed by an owner, officer, partner or authorized agent of the business. The signature must be an original—rubber stamps are not acceptable.

I, the undersigned Applicant or authorized agent thereof, swear, affirm and certify that the matters stated in this Application are true and correct and are made upon my personal knowledge and information for the express purpose of obtaining a liquor license from the Village of Wilmette. Further, I swear, affirm and certify that the Applicant is qualified and eligible to obtain the license applied for and that the Applicant understands and agrees not to violate any of the laws of the United States of America, the State of Illinois or the Village of Wilmette.

It is understood and agreed that the Village of Wilmette will be notified within 30 days of any changes in the information stated herein. It is further agreed that all individuals, partners, officers, or managers, as well as all stockholders owning directly or indirectly in the aggregate equal to or more than 5% of the corporate stock, will be fingerprinted in connection with this Application.

Ryan O'Donnell  
Print Name of Applicant/Authorized Agent

Manager  
Title/Position

7.20.22  
Date

Signature

Subscribed and sworn before me
This 26th day of July, 2022

[Signature]

NOTARY PUBLIC

Amended: 8/24/04
CANNING & CANNING LLC  
1000 SKOKIE BOULEVARD, SUITE 355  
WILMETTE, ILLINOIS 60091  
(847) 853-7042 - FAX

CHRISTOPHER S. CANNING
DIRECT DIAL NUMBER
(847) 853-7040
canningchris@comcast.net

July 25, 2022

VIA HAND DELIVERY
Senta Plunkett
President, Village of Wilmette
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Re: Buck Russell’s Class B-1 Liquor License Application.

Dear President Plunkett and Members of the Village Board:

I am writing on behalf of Buck Russell’s regarding its application for a Class B-1 Liquor License to serve alcohol at its premises at 1137 Greenleaf Avenue in Wilmette. One of the owners of Buck Russell’s also hold a Wilmette Liquor License for Sophia’s Steak in Wilmette. That license was issued on March 2, 2020 and is a class M-1. There have been no violations of that license.

Pursuant to the Village of Wilmette Village Code any application for a liquor license must meet the requirements of Section 11 of the Code. As set forth more fully below, Buck Russell’s Application meets each element of the Standards of Review.

Buck Russell’s is seeking a Class B-1 License. Section 11-9(b)(1) of the Village Code provides in pertinent part that:
(b) Class B and B-1 Licenses.

(1) Class B Licenses, which shall duplicate Class A Licenses in all regards, except that beer, hard seltzer, and wine only may be served. The annual license fee for such license shall be $1,000.00.

(2) Class B-1 Licenses, which shall duplicate Class B Licenses in all regards, except that Class B-1 Licenses shall additionally authorize the retail sale of beer, hard seltzer, and wine in its original package or packages for consumption off the premises, subject to the following conditions:

a. The retail sale of any beer, hard seltzer, and wine in original packages for consumption off the premises must be incidental and complementary to the sale of food for consumption off the premises. It shall be unlawful for any holder of a Class B-1 License to render a bill for sale of beer, hard seltzer, and wine in its original package which does not include a charge for food to be consumed off the premises.

b. Beer, hard seltzer, and wine may be sold at retail for off the premises consumption and delivered either by the licensee or a third-party delivery service in the manner provided by this article and all other applicable laws and regulations.

c. Any beer, hard seltzer, and wine sold at retail in original packages for consumption off the premises pursuant to this section cannot be sold at a price lower than that charged for consumption of the same beer, hard seltzer, and wine on the premises.

d. The licensee may fill a growler or crowler with beer for consumption off the premises, including delivery by the licensee, in the manner provided by this article and all other applicable laws and regulations.

e. The annual license fee for such license shall be $1,100.00.

Buck Russell’s opened in Wilmette in March 2022, serving breakfast and lunch. Due to overwhelming demand from Wilmette residents, effective July 21, 2022, Buck Russell’s now offers lunch and dinner service. The new hours will be 11 am to 9 pm on Monday through Friday and 9 am to 9 pm on Saturday and Sunday. Buck Russell’s only intends to serve beer, wine and hard seltzers that are complementary to the meals being served. Since Buck Russell’s request for a Class B-1 liquor license meets the standards of review under the Village Code for this classification, Buck Russell’s asks that the Judiciary Committee to recommend approval of its application. We look forward to the opportunity to appear at the Judiciary Committee’s Public Hearing on the application and answer any questions the Committee may have. We believe that granting Buck Russell’s application, will make it an even greater addition to Wilmette’s vibrant dining community.
Thank you for your consideration of this request.

Very truly yours,

[Signature]

Christopher S. Canning
REQUEST FOR BOARD ACTION

Village Manager’s Office

SUBJECT: 2022 National Hispanic Heritage Month Recognition Proclamation

MEETING DATE: September 13, 2022

FROM: Sara Phyfer, Assistant to the Village Manager
      Erik Hallgren, Assistant Village Manager

BUDGET IMPACT: None

Recommended Motion

Proclamation designating the timeframe of September 15, 2022 to October 15, 2022 as National Hispanic Heritage Month in the Village of Wilmette.

Background

The Village’s Human Relations Commission has endorsed Village proclamations recognizing the celebration of various cultural groups including National Hispanic Heritage Month. As such, staff is providing the Village Board with pertinent information regarding the history of this celebration.

The observation of National Hispanic Heritage Month started in 1968 as Hispanic Heritage Week under President Lyndon Johnson. The observation was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15. National Hispanic Heritage Month was enacted into law on August 17, 1988, upon the approval of Public Law 100-402.

The period of September 15 to October 15 includes Independence Days for several Latin American countries and Día de la Raza on October 12, which recognizes the mixed Indigenous and European heritage of Mexico.

National Hispanic Heritage Month is observed annually in September and October to celebrate the contributions that members of the Hispanic community have made to American history, society, and culture. The theme for 2022 is *Unidos: Inclusivity for a Stronger Nation*. The theme encourages us to ensure that all voices are represented and welcomed to help build stronger communities and a stronger nation.

In proclaiming National Hispanic Heritage Month, Wilmette residents are encouraged to learn more about the various Hispanic communities and to celebrate this month with appropriate programs and activities. National Hispanic Heritage Month information and resources can be
found at www.hispanicheritagemonth.gov. Staff will promote Hispanic Heritage Month through the Village’s social media channels, Village website, and weekly E-news newsletter; these efforts are intended to recognize, celebrate, and educate on the contributions to our society that have been made by members of the Hispanic community.

**Documents Attached**

1. 2022 National Hispanic Heritage Month Proclamation
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, September 15 to October 15 is annually celebrated as National Hispanic Heritage Month to commemorate various Latin American Independence Days and honor the Hispanic community’s long-term presence and struggle for equality across our nation; and,

WHEREAS, people of Hispanic heritage have made valuable contributions to the growth of the United States and their local communities and it is critically important that we recognize their accomplishments; and

WHEREAS, the 2022 theme of Hispanic Heritage Month is, Unidos: Inclusivity for a Stronger Nation. The theme encourages us to ensure that all voices are represented and welcomed to help build stronger communities and a stronger nation.

WHEREAS, individuals are encouraged to learn about the Hispanic community and to celebrate this month to recognize the contributions that Hispanic individuals have made to our society. Resources can be found at www.hispanicheritagemonth.gov; and

NOW, THEREFORE, I, Senta Plunkett, Village President of Wilmette, Illinois, proclaim September 15 to October 15, 2022 as National Hispanic Heritage Month and call upon all people of Wilmette, Illinois, to learn more about various Hispanic communities and to celebrate this month.

Dated this 13th day of September 2022.

Senta Plunkett
Village President
REQUEST FOR BOARD ACTION

Village President & Board of Trustees

SUBJECT: Resolution Urging the Illinois General Assembly to Enact Firearm Safety Regulations

MEETING DATE: September 13, 2022

FROM: Village President Senta Plunkett

BUDGET IMPACT: None

Recommended Motion
Move to adopt Resolution #2022-R-98 urging the Illinois General Assembly to enact firearm safety regulations.

Background & Discussion
Following the horrific tragedy in Highland Park on July 4th, we know many residents of our community want to know how the Village regulates firearms and what more we can do to regulate firearms.

In 2019, the Village Board Public Safety Committee (PSC) studied the issue of gun safety and explored regulations to limit firearm related incidents in Wilmette. As part of this study, the PSC reviewed United State Supreme Court cases and State of Illinois laws regarding the ability of local municipalities to regulate both handguns and assault weapons. This review found that in 2013 the Illinois General Assembly adopted several laws pertaining to firearms and in doing so preempted the Village of Wilmette, and any other units of local government, from regulating the purchase, sale, possession, licensing, and storage of firearms. The only exception to this preemption by the State of Illinois was a 10-day window in 2013 during which communities could institute limited firearm regulations. At that time, a handful of local communities, including Highland Park, adopted ordinances banning the sale and possession of assault weapons and large-capacity magazines. The Village of Wilmette did not consider any such regulations during this 10-day window in 2013.

During the PSC’s 2019 review of firearm regulations, there were several actions the Committee identified that were taken consistent with State and Federal law. These actions included:

- Adopting an ordinance prohibiting concealed carry of firearms in Wilmette establishments which have a liquor license
• Providing at no cost stickers to businesses who wanted to prohibit concealed carry of firearms in their establishment.
• Enhanced promotion of several firearm safety programs employed by the Wilmette Police Department (more details here: https://www.wilmette.com/police/firearms-safety/)

In June 2022, the Village Board Public Safety Committee again reviewed the law regarding firearm regulations in Illinois to determine whether there was an opportunity for further regulation. As part of this review, it was affirmed that there had been no changes in State or Federal law which would allow the Village to legally regulate firearms.

On July 26, 2022, Police Chief Kyle Murphy gave a presentation at a Village Board meeting detailing the Police Department’s firearm safety programs. The presentation can be viewed here:

• Firearm safety program PowerPoint presentation
• Video of Chief Murphy’s firearm safety presentation
• Firearm safety flyer

Recognizing that the Illinois General Assembly is the only body that may either strengthen Illinois gun laws and/or allow municipalities to enact their own regulations, the Village Board has determined that it is necessary to adopt a resolution urging further action at the State level. The resolution urges the General Assembly to enact statewide regulations which include:

• Ban the sale and possession of assault style weapons as well as high-capacity magazines with the exception of military and law enforcement personnel when performing their official duties.
• Provide additional resources towards enforcing and improving the FOID card system to identify and prohibit people who are, by law, restricted from purchasing or possessing firearms.
• Enhance current “Red Flag” laws which provide the support and resources to intervene with individuals when they present a clear and present danger to themselves or others.
• Enact safe storage of firearm legislation to include funding for programs and public education initiatives.
• Enhanced funding for social and mental health services at the local level to support early intervention for individuals who may pose a threat to the community.
• Enact any and all firearm safety initiatives which may make our communities safer to live, work and raise a family.

The Resolution can be found in Attachment #1.

**Budget Impact**

There is no budget impact.

**Documents Attached**

1. Resolution #2022-R-98
RESOLUTION NO. 2022-R-98

A RESOLUTION URGING THE ILLINOIS GENERAL ASSEMBLY TO ENACT FIREARM SAFETY REGULATIONS

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) was incorporated in 1872 and established the Village of Wilmette Police Department in 1886 in order to protect the safety and well-being of Wilmette residents, visitors, businesses, and employees; and

WHEREAS, the Village desires to call for action concerning public safety crises that adversely impact the physical, emotional, and social well-being of our community; and

WHEREAS, recent mass shooting events such as the July 4 parade tragedy in neighboring Highland Park have shown that while the State of Illinois has some of the strongest gun laws in the country, these laws must be further strengthened to protect our community; and

WHEREAS, assault weapons, such as the one used in the Highland Park July 4 mass shooting which fired 83 rounds into a crowd of civilians in under a minute, are military-grade weapons, designed and configured for combat use with the sole purpose of killing as many people as possible, as quickly as possible; and

WHEREAS, gun violence is an epidemic in our society, with over 300 mass shooting events in the United States thus far in 2022; and

WHEREAS, gun violence is the leading cause of death among children and teens in this country age 19 and younger (New England Journal of Medicine); and

WHEREAS, an estimated 54% of gun owners do not lock their guns securely (John Hopkins Bloomberg School of Public Health) and in incidents of gunfire on school grounds, 76% of shooters under the age of 18 obtained the gun from their home or the homes of friends or relatives (United States Secret Service); and
WHEREAS, when the Illinois General Assembly amended the Firearm Owners Identification Card Act in 2013, it removed the Village’s previous power to adopt regulations regarding assault weapons, including the type of weapon used in the recent Highland Park mass shooting; and

WHEREAS, the Village stands in solidarity with other Illinois local governments and the State of Illinois to promote safe firearms practices and programs, but recognizes the ineffectiveness of local firearms regulations without comprehensive statewide regulations to protect our communities from gun violence:

NOW, THEREFORE, BE IT RESOLVED that the President and the Board of Trustees of the Village of Wilmette urges the Illinois General Assembly to enact further statewide firearm safety regulations including but not limited to:

SECTION 1: Ban the sale and possession of assault style weapons as well as high-capacity magazines with the exception of military and law enforcement personnel when performing their official duties.

SECTION 2: Provide additional resources towards enforcing and improving the FOID card system to identify and prohibit people who are, by law, restricted from purchasing or possessing firearms.

SECTION 3: Enhance current “Red Flag” laws which provide the support and resources to intervene with individuals when they present a clear and present danger to themselves or others.

SECTION 4: Enact safe storage of firearm legislation to include funding for programs and public education initiatives.

SECTION 5: Enhance funding for social and mental health services at the local level to support early intervention for individuals who may pose a threat to the community.
SECTION 6: Enact any and all firearm safety initiatives which may make our communities safer to live, work and raise a family.

ADOPTED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 13th day of September 2022 according to the following roll call vote:

AYES: 

NAYS: 

ABSTAIN: 

ABSENT: 

Clerk of the Village of Wilmette, Illinois

Approved on September 13, 2022.

Village President

Attest:

Village Clerk
REQUEST FOR BOARD ACTION

AGENDA ITEM 4.3

Village Manager’s Office

SUBJECT: Status of West Park Special Use Conditions

MEETING DATE: September 13, 2022

FROM: Mike Braiman, Village Manager
John Adler, Director of Community Development

BUDGET IMPACT: None

Recommended Motion
No action- informational.

Background

On April 26, 2022, the Village Board voted 7-0 to approve the Wilmette Park District’s amended application for the construction of two additional paddle tennis courts and expanded paddle hut at West Park. As part of the approved expansion of the Special Use (Ordinance No. 2022-O-29), there were multiple conditions imposed to mitigate the impact of the paddle courts upon neighboring properties. The specific components that are sought to be mitigated are noise, light, and traffic concerns.

The approved Special Use requires compliance with the following conditions by August 30, 2022:

- Installation of light shields
- Lights to be off and remain off when courts are not in use
- Landscaping

Additional conditions which must be in place prior to September 15, 2022 include signage at the site regarding court rules and a communications policy to be distributed to all players and captains notifying users of the courts to be mindful of the neighbors and respectful of their surroundings.

In addition to the above conditions, noise and parking studies must be completed no later than December 31, 2022. Failure to abide by any of the conditions would limit play at the facility to no later than 10:00 pm, which at that time the lights would have to be turned off and remain off until the next day.

Page 1 of 3
This memorandum will discuss the status of the conditions with due dates of August 30, 2022 and September 15, 2022.

**Discussion**

**Light Shields**
The Park District has installed shielding on all but one light fixture at West Park. The shielding installed is consistent with what was presented previously to the Zoning Board of Appeals and Village Board. The Park District has indicated that the remaining light will be shielded no later than when its contractor returns to the site to install the two new courts.

The Village Manager and Director of Community Development conducted a site visit on September 6, 2022 to review the efficacy of the shields. To provide context, site visits were also made to Michigan Shores and Westmoreland, both of whom have similar paddle court light fixtures. Additionally, the Village Manager visited Glenview Prairie Club, a Glenview Park District paddle tennis facility, at the suggestion of a resident.

The shields are three sided, effectively preventing light spillage from the sides and rear of the light fixtures. The front of the fixture is not shielded, which is as recommended by the Park District’s paddle court contractor to ensure appropriate lighting for the courts. Further shielding of the fixtures, particularly those which face north and therefore are visible to homes on the west side of Laramie Avenue should be considered.

Accordingly, Village Staff will work with Park District staff to review potential solutions and alternatives which may further reduce the impact of the lights for neighboring residential properties. Recognizing that this will be an iterative process in order to reach a practical, optimal solution, the Village will consider the Park District to be in tentative compliance with this condition so long as the parties continue to work cooperatively on a solution. Such a process was contemplated in Section 4 of the ordinance expanding the Special Use.

**Lights to be off and remain off when courts are not in use**
The Park District has installed push button on/off switches, timers, and vacancy sensors to ensure the lights automatically shut off at the times required by Ordinance and when the courts are not in use for periods of 30 minutes or longer (the vacancy sensors are currently programmed to turn lights off after 15 minutes). During the September 6, 2022 site visit, all courts were in use and Village Staff was unable to view the efficacy of the vacancy sensors. The Park District has provided written documentation that the sensors are installed and working and thus they are in compliance with this condition.

**Landscaping**
This condition requires landscaping to be installed in areas adjacent to and around the paddle tennis courts by August 30, 2022. After informal conversations between the Village and Park District this summer regarding a likely extension request, on August 29, 2022, the Park District formally requested an extension of this condition as it was seeking neighbor feedback on their proposed plan.

The Director of Community Development has the authority to extend the timeline and intends to do so as long as landscaping plans, to include a timeline of bidding, contract approval, and
installation are received no later than September 9, 2022. As part of this submittal, the Village has asked the Park District to clearly identify which components of the landscape plan can be installed this year, and which components should wait until Spring 2023 and to include an explanation as to why such components must wait until the following year. Upon receiving these materials, the Village will conduct a more-detailed review of the extension request and landscape plan.

Signage
This condition requires the Park District to install signage in various locations on the courts, in the manner and form approved by the Village, that notifies all users of the Courts of the appropriate rules. The Park District has indicated the signage will be installed on September 9, 2022 and Village Staff will inspect the signage to ensure conformance with the imposed condition.

Removal of Alcohol from Paddle Hut
This condition requires that alcohol be removed from the paddle hut prior to its opening at 8:00 a.m. The Park District indicates that their staff remove any such alcohol between the hours of 6:00 a.m. and 8:00 a.m. each day and thus are in compliance with this condition.

Communications Policy
This condition requires the Park District to create, distribute, and reasonably enforce a communications policy and program that is to be distributed to all players and “captains” notifying the users of the Courts to be mindful of the neighbors and respectful of their surroundings. This policy shall also include all the conditions related to the use of the Courts and the Paddle Hut that are provided for in Ordinance 2022-O-29 be communicated to all players and “captains” prior to League Play commencing each year. The Park District sent communications to paddle players on May 31, 2022 and intends to do so again at the start of the League season in mid-September. A copy of the May 31, 2022 communication, which includes a link to the Park District code of conduct, can be found in the attachments. The Park District is in compliance with this condition.

Budget Impact
There is no budget impact.

Documents Attached
1. Status of Conditions- Email dated September 7, 2022 from Park District Executive Director Steve Wilson
2. Ordinance #2022-O-29
Mike,

See below for answers in red. I will be sharing the information below in my report to the Park Board for our meeting on Monday night.

Thanks.

Steve Wilson
Executive Director
Wilmette Park District
www.wilmettepark.org
847-256-9617

Steve, 

At our September 13 Village Board meeting we will be presenting a status report regarding the Park District’s compliance with the Special Use conditions at West Park. A memorandum will be included in the agenda packet which will go out on Thursday, September 8.

Can you provide a status of each condition by Wednesday, September 7:

Section 4, 2a- Shielding of lights The light shields were installed on 6/16/2022 by Total Platform, the same company that has built the existing courts at the facility. They shields they installed are the only shields supplied by the light fixture manufacturer for these particular fixtures. The shields are the same shields that were included in the Park District’s zoning application material that went to both the Zoning Board and the Village Board as they considered our request. There is one remaining fixture that does not have a shield, and we anticipate that shield being installed no later than during the construction of the two new courts while Total Platform is on location.

Section 4, 3- Lights to be off and remain off when courts not in use The new light control system has been installed and is operational. The lights can only be turned on by a push button at the entry door
to each court. They can also be turned off by the same push button if pressed again while the lights
are on. In addition to the push button, each court has a vacancy sensor that will turn off that court’s
lights if it senses no motion on the court for a period of 15 minutes. In addition, the entire facility,
including the hut, is controlled by timers that shutoff all power at 10 pm on non-league nights, and
11 pm on league nights.

Section 4, 4a- Landscaping (see my email dated August 30 regarding timeline and required
submittals) Park District staff conveyed your requests in your 8/30 email to our landscape designer
and we will have all requested information to you no later than the close of business on 9/9/22.

Section 4, 5b- Communications policy and program distributed to all League players and captains
After the Village Board approved the Ordinance allowing for the construction of two platform tennis
courts with the related conditions, conduct expectations were sent to all active teams at the end of
May. We also put a copy of the Village Ordinance related to West Park on our Policies and Ordinance
page of our website. As this season commences, the same information will be recirculated to ensure
any new players also receive the information and returning players are reminded. Please find the
information sent last May attached for you to have a copy as well. This is the same information we
plan to circulate at the start of this season. The traditional communication channel for paddle teams
is via the team Captain, therefore this information will be supplied to the team captains at their
season kickoff meeting on 9/15/2022, and the captains will share it with their teams thereafter.
After that process has taken place, the District will follow up with an email to all participants with the
same information just before the start of the season.

Section 4, 5c- Removal of alcohol from the hut nightly The staff of the Parks and Planning
Department located at the Park District’s maintenance facility in West Park, arrive to work on a
typical day (snow days could be earlier) at 6:00 am. Upon arrival, and prior to the facility unlocking
when the power is restored to the facility by the timers at 8:00 am, all alcohol left from the night
before is removed.

Section 4, 5d- Install signage notifying users of rules Signage language has been developed and is
expected to be installed by 9/9/2022.

As an FYI, John Adler and I will be visiting the courts this evening to review the light shielding.

Thank you,
Mike

Michael Braiman
Village Manager
Village of Wilmette
847-853-7506
www.wilmette.com
May 31, 2022

Dear Wilmette Platform Tennis Club Patron:

Earlier this month, the Village of Wilmette Board unanimously approved the zoning variations required for expansion of the Wilmette Platform Tennis facility. This action will result in the addition of two new courts on the south end of the facility, as well as significant expansion of the paddle hut.

As a condition of the approval, the Village Board drafted an ordinance containing a series of conditions. Below is an outline of the conditions that will directly impact some of our players:

- During league season, court lights will be on until 11 p.m. (as they have been). When league is not in season, the lights must go off at 10 p.m.
- Court lights cannot switch on, and the hut cannot open, before 8 a.m.
- Regardless of the season, the hut must close at 11 p.m., and all players must clear out at that time.
- Amplified music is banned on the courts. This includes Bluetooth speakers.

These new conditions are written into a Village ordinance, so we have no room to wiggle on these rules. Click here to view the full ordinance, if you are interested in delving into the conditions further.

Also, the ordinance requires that we distribute the Wilmette Park District Code of Conduct to all members of Wilmette Platform Tennis Club. Click here to view our Code of Conduct.

We look forward to the Club’s expansion, and to our continued success moving into the 2022/23 season. Thank you for your ongoing support as we comply with the conditions in the Village ordinance. We realize that none of this has been, or will be, possible without that support.

Best Regards,

Jason Stanislaw
Centennial Recreation Complex General Manager
Wilmette Park District
ORDINANCE NO. 2022-O-29

AN ORDINANCE AUTHORIZING A SPECIAL USE, THE EXPANSION OF AN EXISTING SPECIAL USE AND VARIATIONS PURSUANT TO THE WILMETTE ZONING ORDINANCE

(3555 Lake Avenue)

WHEREAS, the Wilmette Park District (“Applicant”) has submitted an amended application (“Amended Application”) for the expansion of an existing special use (park/playground), a special use to expand an existing special use (recreation center), a special use for new lighting at an outdoor recreation facility and variations under Section 5.4, Section 8.2, Section 13.3.C.1.a, Section 13.3.C.1.b, Section 13.4.A.3, Section 13.4.A.7, Section 14.4.B.4 and Section 14.9.B of the Zoning Code. Specifically, Applicant requests an expansion of a special use for a park/playground, a special use for the expansion of an existing special use for a recreation center and a special use for new lighting at an outdoor recreation facility (collectively referred to as the “Special Use”), and variations for a 13.5’ accessory structure height variation (warming hut), a 1.0’ accessory structure height variation (paddle tennis court fence), a 6.0’ light pole height variation (paddle tennis courts), a 5.0’ front yard parking space setback variation and a variation from the requirement that accessory structures not have a basement (collectively referred to as the “Requested Variations”) to permit the construction of a warming hut addition and two lighted paddle tennis courts upon the subject property commonly known as 3555 Lake Avenue, Wilmette, Cook County, Illinois, and legally described as:

Lots 18 to 79, both inclusive, also vacated streets and alleys lying within the following described tract:

Beginning at the northeast corner of Lot 72, thence west to the northwest corner of Lot 18, thence south-easterly to the southwest corner of Lot 44, thence east to the southeast corner of Lot 79, thence north to the point of beginning, all in Arthur Dunas and Company’s Rapid Transit Company’s Unit Number 1, being a subdivision of that part of the north 30 acres (except the east 8 ¾ acres thereof) of the east half of the northwest quarter, lying east of the right of way of Public service Company of Northern Illinois and of the west 200 feet of the east 8 ¾ acres of north 30 acres of the east half of the northwest quarter of Section 31, Township 42 North, Range 13, East of the third principal meridian, recorded July 3, 1925 as document number 8693197, in Cook County, Illinois (“Subject Property”).

WHEREAS, the Applicant, pursuant to Ordinance 2013-O-14, has previously been granted a
special use and variations to allow for the construction and operation of four lighted paddle tennis courts and a warming hut at the Subject Property; and

WHEREAS, the Applicant, pursuant to Ordinance 2017-O-94, has previously been granted an expansion of a special use and variations to allow for the construction and operation of two additional lighted paddle tennis courts; and

WHEREAS, the Applicant represented in 2013 that the hours of operation would be 9:00 a.m. to 10:30 p.m. for the paddle courts and then in 2017 represented that the hours of operation would be from 8:00 a.m. until 10:00 p.m.; and

WHEREAS, as the Applicant has been operating the paddle courts until 11:00 p.m. despite the represented times discussed above, the Village Board desires to clarify the authorized hours of operation, which shall be provided for in this Ordinance and shall supersede the previous approvals granted by the Village Board and any provisions of the Village Code; and

WHEREAS, the above provision is meant for clarification purposes and shall not be construed to determine the validity or invalidity of any other provision or absence of another provision in this or any other ordinance, law, or resolution adopted by the Village Board; and

WHEREAS, the Zoning Board of Appeals, after giving due and proper notice as required by law, held a public hearing on April 6, 2022, on the initial application for the Special Use and Requested Variations, and

WHEREAS, the Zoning Board of Appeals failed to provide a positive recommendation upon the Applicant’s initial Application; and

WHEREAS, the Applicant submitted the Amended Application prior to the Village Board meeting, in which the Applicant reduced their original request from their initial Application to include only the relief outlined in this Ordinance; and

WHEREAS, on April 26, 2022, the Village President and Board of Trustees, in a vote of 7-0, approved the Amended Application, which contained certain agreed upon conditions; and
WHEREAS, the Amended Application includes parking spaces to be located on the Village’s Right-of-Way and as such a Village permit will be required to be obtained by the Applicant. The Village and the Applicant will, prior to the issuance of the Right-of-Way permit, address ways and methods to mitigate any damage or removal of trees that are otherwise healthy and in good condition caused by the construction of the parking spaces; and

WHEREAS, in this Ordinance, the Director of Community Development is given discretion to ensure imposed conditions and mitigations are installed and maintained, and once the Director of Community Development deems such mitigations and requirements reasonably effective and have reasonably achieved the intent of this Ordinance, the Village intends on providing documentation to the Applicant indicating that only the maintenance of such mitigations shall be further required and that no additional installations or construction will be necessary.

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 report and recommendation of the Zoning Board of Appeals of this Village has been received by the Village Board and overturned by the Village Board and the Amended Application for the Special Use and Requested Variations is granted. The Special Use shall run with the use and not with the land, and shall be further conditioned as provided for in this Ordinance.

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 Special Use, the Requested Variations, and the proposed construction and operations, in accordance with the application and plans submitted at the public hearing, and as amended and presented to the Village Board, and on the condition that all other requirements of the Zoning and Building Ordinances and the conditions
provided for in this Ordinance are met. Failure to implement, institute, install and maintain such conditions constitute grounds for additional or amended conditions, a reduction or a revocation of the Special Use or the Requested Variations.

**SECTION 4:** The following definitions shall apply to this Ordinance:

“Courts” shall mean all eight (8) (six (6) existing and two (2) proposed) paddle tennis courts located on or to be located on the Subject Property as depicted and shown in the Amended Application.

“Director” shall mean the Village of Wilmette Community Development Director.

“League” shall mean the Chicago Platform Tennis Charities (men’s league only) and North Shore Women’s Paddle Tennis League (woman’s league only) paddle tennis court leagues. The term League shall not include the “in-house” league or any other league, by any other name.

“League Play” shall mean paddle tennis matches that are scheduled on one of the Courts by the League and played by League members. League Play shall not include any non-scheduled match activity.

“Lights” shall mean all the existing lights that are used for Courts, as well as those lights to be constructed for the proposed Courts, as depicted and shown in the Amended Application.

“Paddle Hut” or “warming hut” shall be the warming hut located on the Subject Property as depicted and shown in the Applicant’s application.

The following special conditions, which were presented as part of the Amended Application, shall be complied with:

1. **HOURS OF OPERATION**

   Upon passage of this Ordinance the following provisions shall take effect:

   a. All use of the Courts and related outdoor activity shall cease no later than 10:00 p.m. and shall not begin again until sunrise the following day as follows:

      1. any use of the Courts for non-league play; and
      2. any use of the Courts, including League Play, on Friday, Saturday and Sunday; and
      3. any use of the Courts, including League Play, from April 1st to September 14th of each year.

   b. All League Play shall cease no later than 11:00 p.m. and shall not begin again until 8:00 a.m. the following day except as otherwise restricted in this subsection. A copy of League’s schedule, for each year, shall be submitted to the Director prior to the first League Play match of the season. Any amendments to the schedule shall be submitted by the Applicant to the Director prior to any such amendment taking effect. No League Play shall be permitted after 10:00 p.m. on any day after March 31st of any year and
before September 15th of any year. In addition, no League Play shall be permitted after 10:00 p.m. on every Friday, Saturday, and Sunday of the year.

c. All paddle tennis outdoor activity and outdoor related activity shall cease at 10:00 p.m., except as otherwise allowed for League Play. Such outdoor activity may relocate indoors to the Paddle Hut which shall close no later than 11:00 p.m. and no individuals, except Park District employees or vendors, may be inside the Paddle Hut after 11:00 p.m. or prior 8:00 a.m. the following morning. The Paddle Hut shall be locked and remain locked from 11:00 p.m. to 8:00 a.m. each day with access only to Park District employees or vendors. If there are violations of this provision, the Village after consulting with the Park District, shall determine, in the Village’s sole discretion, the appropriate mitigations to either reduce or eliminate such violations or reduce the hours of operation of the Paddle Hut.

2. LIGHTS

The installations required below shall be fully installed as soon as reasonably possible but in no event later than August 30, 2022, or as otherwise extended by the Director.

   a. The Lights shall have shielding installed and maintained at all times as determined by the Director. The shielding installed shall be intended to reasonably contain light to the Courts and restrict spillage of light to any area outside of the Courts. Furthermore, the shielding shall also reasonably reduce glare of the Lights that can be seen from the neighboring residential properties.

   b. The Director may require the Applicant, at the Applicant’s sole cost, to have an expert light study and report generated with the purpose of determining whether additional mitigations should be installed or whether what has been installed at the time of the study being conducted reasonably and effectively achieves the purposes of this condition.

   c. If in the opinion of the Director the shielding does not reasonably contain the light to the Courts, restrict spillage of light to areas outside of the Courts and reduce the glare of the Lights, the Director may require additional shielding or other mitigations to be installed and maintained by the Applicant.

3. LIGHTS TO BE OFF AND REMAIN OFF WHEN COURTS NOT BEING USED

The installations required below shall be fully installed no later than August 30, 2022.

   a. The Lights for each specific Court are to be off and remain off at all times each such Court is not being used for paddle tennis activity.

   b. The Lights shall be fitted or retrofitted with a system that will automatically turn off the Lights for each of the individual Courts within a reasonable period of time after activity on an individual Court has ceased. In no case shall the Lights remain on for more than 30 minutes after activity on each individual Court has ceased.

   c. The Lights for each specific Court shall be turned off and remain off at the end of the paddle tennis activity of each day, but at no time after the permitted hours of operation
provided for in this Ordinance, for the day until at least 8:00 a.m. the following day. The Lights may only be turned on manually at or after 8:00 a.m. the following day. At no point shall the Lights remain on after 10:00 p.m. on non-League Play days or after 11:00 p.m. on League Play days for any reason.

d. Notwithstanding the above, the Lights may be turned on prior to 8:00 a.m. for the purpose of Park District staff to construct, repair, and maintain (including snow removal) the Courts.

4. LANDSCAPING

The installations required below shall be fully installed no later than August 30, 2022, or as otherwise extended by the Director.

a. Landscaping, upon consultation with the Director, shall be installed and maintained upon the Subject Property, including areas adjacent to and around the Courts with the intent that such landscaping will provide a buffer between the Courts and the neighboring residential properties. The landscaping installed and maintained is intended to reasonably contain light to the Courts and restrict spillage of light to any area outside of the Courts. Furthermore, the landscaping shall also be intended to reduce the glare of the Lights that can be seen from the neighboring residential properties.

b. The Director may require the Applicant, at the Applicant’s sole cost, to have an expert light study and report generated with the purpose of determining whether additional mitigations should be installed and whether what is installed reasonably achieves the purposes of this condition.

c. If in the opinion of the Director the landscaping does not reasonably contain the light to the Courts, restrict spillage of light to areas outside of the Courts and reduce the glare of the Lights, the Director may require additional landscaping or mitigations to be installed and maintained by the Applicant.

5. CODE OF CONDUCT

Upon passage of this Ordinance the following provisions shall take effect:

a. The Applicant shall reasonably enforce violations of the Park District’s Conduct Ordinance, as well as any League rules or codes of conduct.

b. The Applicant shall create, distribute, and reasonably enforce a communications policy and program that is to be distributed to all players and “captains” notifying the users of the Courts to be mindful of the neighbors and respectful of their surroundings. This policy shall also include all the conditions related to the use of the Courts and the Paddle Hut that are provided for in this Ordinance be communicated to all players and “captains” prior to League Play commencing each year.

c. All alcohol shall be removed from the Paddle Hut nightly after the close of the Paddle Hut and prior to the opening of the Paddle Hut the next morning.
d. The Applicant shall install signage in various locations on the Courts, in the manner and form approved by the Director, that notifies all users of the Courts of the appropriate rules.

6. NOISE

The study required below shall be completed no later than December 31, 2022. The mitigations that may be required shall be implemented or installed prior to April 1, 2023, or as otherwise extended by the Director.

a. The Applicant, at the Applicant’s sole expense, shall have a new noise study conducted during peak hours of League Play. The Director shall provide the time(s) and day(s) of the week such a study shall take place. The noise shall be measured by industry standards.

b. If the study indicates that the noise level generated from the Courts (absent the ambient noise) exceeds the Village’s standards, the Director may require additional mitigations to help reduce the noise generation from the Courts. Nothing in this provision shall restrict the Applicant from applying for a variation to allow the increased sound.

c. The Applicant shall not be allowed to use any amplified sound in the exterior portion of the Subject Property. This restriction shall include amplified sound created from any speaker, television and other device.

7. PARKING

The study required below shall be completed no later than December 31, 2022, or as otherwise extended by the Director. The mitigations that may be required shall be implemented or installed prior to April 1, 2023, or as otherwise extended by the Director.

a. The Applicant, at the Applicant’s sole expense, shall have a new parking and traffic study conducted during peak hours of League Play during a time of the year that other park uses are not impacted by weather conditions. The Director shall provide the time(s) and day(s) of the week such a study shall take place.

b. If the study indicates that the parking and traffic generated from the use is in excess of reasonable parking and traffic operations, the Director may require additional mitigations to help alleviate the concerns provided for in the parking and traffic study.

c. The Applicant shall apply for a Village Right-of-Way Permit that addresses the ways and methods to mitigate any damage or removal of trees that are otherwise healthy and in good condition.

8. NATIONAL AND STATE TOURNAMENTS

The Applicant shall not be allowed to host any national paddle tennis tournaments or state paddle tennis tournaments. This restriction shall apply to any tournaments of any kind in which the Courts are to be used that have a national or statewide affiliation.
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 10th day of May 2022, according to the following roll call vote:

AYES: Trustees Gjaja, Kennedy, Sheperd, Dodd and President Plunkett.

NAYS: None.

ABSTAIN: None.

ABSENT: Trustees Sullivan and Barrow.

______________________________
Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 10th day of May 2022.

______________________________
President of the Village of Wilmette, IL

ATTEST:

______________________________
Clerk of the Village of Wilmette, IL
Meeting Date: September 13, 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 September 13, 2022 Village Board Meeting

3.9 Adoption of Resolution #2022-R-90 authorizing the Village Manager to execute a contract in the amount of $153,510 with Tyler Technologies, Inc., for annual licensing and support services for the Tyler Munis Software Application.

3.13 Adoption of Resolution #2022-R-91 authorizing the Village Manager to execute a contract in the amount not-to-exceed $39,866 with Atlas Engineering Group, Ltd., for topographic survey services for future capital improvement projects.

3.14 Adoption of Resolution #2022-R-92 authorizing the Village Manager to execute a contract in the amount not-to-exceed $32,898 with Rleigh’s Outdoor, LLC, for winter holiday décor.

3.15 Adoption of Resolution #2022-R-93 authorizing the Village Manager to execute a contract amendment with Lechner and Sons, Inc., for uniform rental and cleaning.
3.16 Adoption of Resolution #2022-R-94 authorizing the Village Manager to execute a contract amendment with Muzik Mechanical Partners, Inc., for HVAC preventative maintenance, demand hourly services and emergency repairs.

3.17 Adoption of Resolution #2022-R-95 authorizing the Village Manager to execute a contract in the amount not-to-exceed $25,310 with D. Kersey Construction Co., for window replacement at Fire Station 27.

3.18 Adoption of Resolution #2022-R-96 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $12,600 with Murray & Trettel, Inc., for weather forecasting services.

3.19 Adoption of Resolution #2022-R-99 authorizing the Village Manager to execute a contract in the amount not-to-exceed $249,705 with 72 Hour LLC dba National Auto Fleet Group for the purchase of five Ford Police hybrid utility interceptors.

3.20 Adoption of Resolution #2022-R-100 authorizing the Village Manager to execute a contract in the amount not-to-exceed $213,105 with Currie Motors Fleet, Frankfort, Illinois, to purchase five Ford Police hybrid utility interceptors.
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VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 22045

For:

TOPOGRAPHIC SURVEY SERVICES FOR
FUTURE CAPITAL IMPROVEMENT PROJECTS

With:

Atlas Engineering Group, Ltd.
3100 Dundee Road, Suite 502
Northbrook, IL 60062

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 Atlas Engineering Group, Ltd. Do not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement is to acquire services to survey alleys and roads ("Topographic Survey Services for Future Capital Improvement Projects") within the Village of Wilmette ("Village") per the Specifications shown in Attachment One ("Attachment One"), Attachment Two ("Attachment Two") and Attachment Three ("Attachment Three"), collectively, the Attachments, of this document. The Agreement is for the proposal offered as a proposal by Atlas Engineering Group, Ltd. ("Consultant") to the Village.

2. This Addendum is made pursuant to the proposal dated July 19, 2022, attached as Attachment One. Together this Addendum and the Attachments shall comprise the Agreement between the parties.

3. **Incorporation.** This Addendum is incorporated into the Attachments 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 $39,866.00, including expenses. The Village is a tax-exempt municipality.

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’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 Topographic Survey Services for Future Capital Improvement Projects as outlined in the Attachments.

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 & Accuracy of the Work.** Consultant shall perform all Work required of it under this Agreement 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 Agreement. Consultant shall be responsible for the accuracy of the Work and shall promptly make necessary revisions or corrections resulting from the Consultant’s errors, omissions or negligent acts without additional compensation. Acceptance of the Work by the Village will not relieve the Consultant of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.

11. **Timing of Work.** Consultant shall begin Work on or about September 14, 2022. 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.

12. The Village must receive a set of draft deliverables no later than 4:00 p.m. local time on November 2, 2022. The Village must receive all final deliverables by 4:00 p.m. local time on November 11, 2022, or within fifteen (15) working days upon receipt of Village comments, whichever comes first. Failure to meet the deadlines in this section will result in a penalty of $100 per working day until the Work is complete.

13. **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 and Consultant.

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 AutoCAD related information shall be compatible with the latest version by the Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.
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 Consultant.

20. **Assignment.** The Contract may not be assigned by the Village or by the Consultant 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:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Village</th>
<th>with a copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlas Engineering Group, Ltd.</td>
<td>Engineering &amp; Public Works</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>3100 Dundee Road, Suite 502</td>
<td>1200 Wilmette Avenue</td>
<td>1200 Wilmette Ave</td>
</tr>
<tr>
<td>Northbrook, IL 60062</td>
<td>Wilmette, IL 60091</td>
<td>Wilmette, IL 60091</td>
</tr>
</tbody>
</table>

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 Consultant 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. **Consultant’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. Comprehensive 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. Business Auto Liability, $1,000,000 combined single limit for bodily injury and property damage;

c. Umbrella Coverage, $2,000,000 per occurrence;

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 (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.

26. **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.
27. **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.

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 Contractor in their completion or pursuit of the Contract.

29. **Use of Village’s Name, Employee Names(s) or Image(s).** The Contractor shall not use or permit the use of the Village’s name, 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. **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.

31. **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.

32. **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.

33. **Subletting of Contract.** The Consultant may sublet portions of the Work; however each subcontract must be approved by the Village in writing prior to commencement of the 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.

In no case shall such 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.

34. **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) to 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.

35. **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.

36. **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.
37. **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                                      Title

____________________________________
Print Name

____________________________________
Print Company Name
REQUEST FOR PROPOSAL No. 22045

TOPOGRAPHIC SURVEY SERVICES FOR
FUTURE CAPITAL IMPROVEMENT PROJECTS

https://www.wilmette.com/government/bids-rfps/

| Last Date/Time for Questions | 08/22/2022 08/26/2022 |
|                             | 2:00 p.m. local time   |
| Last Addendum Issued        | 08/24/2022 08/29/2022  |
|                             | 2:00 p.m. local time   |
| Proposals Due and Opened on DemandStar.com | 08/26/2022 08/31/2022 |
|                             | 2:00 p.m. 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.

Atlas Engineering Group, Ltd.

Company Name (please print)
INSTRUCTIONS TO RESPONDENTS ON COMPLETING FORMS
TOPOGRAPHIC SURVEY SERVICES FOR
FUTURE CAPITAL IMPROVEMENT PROJECTS

PROPOSAL SUBMISSION FORMS, in this order

| ...... Proposal Cover Sheet (Page 1 of RFP) |
| ...... This Instructions to Respondents Page |
| ...... Respondent Information Sheet |
| ...... Summary Proposal Sheet w/Detailed Fees Schedule (required) |
| ...... Detailed Proposal Sheet |
| ...... Village Specifications |
| ...... Summary of Qualifications |
| ...... Proposal Exceptions Sheet |
| ...... Proposal Affirmation and Certification Pages (signed) |
| ...... Certification of Compliance (signed) |

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.
RESPONDENT INFORMATION SHEET

Company Name: Atlas Engineering Group, Ltd.

DBA:

Address: 3100 Dundee Road, Suite 502

City, State, Zip: Northbrook, IL, 60062

Contact Name: Natalia Homedi

Phone Numbers: O: 847-753-8020 | F: 847-753-8023

Email: nhomedi@aegroupltd.com

Website: www.aegroupltd.com

Federal Employer Identification # (FEIN): 14-1990721

IL Secretary of State File #: 65323419

IL Department of Employment Security #: 4592482

IL Department of Revenue Registration #: 3987-4291

IL Department of Professional Regulation #: 184.005508-0014

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, ________________________________
**SUMMARY PROPOSAL SHEET**

Atlas Engineering Group, Ltd. 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 of the Village for the not-to-exceed prices as follows:

<table>
<thead>
<tr>
<th>Subtotal (from Page 09)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLEY</td>
<td>$7,026.00</td>
</tr>
<tr>
<td>BRICK</td>
<td>$6,561.00</td>
</tr>
<tr>
<td>ROAD</td>
<td>$26,279.00</td>
</tr>
</tbody>
</table>

**TOTAL SERVICE AMOUNT $**

Thirty-nine thousand eight hundred sixty-six dollars and zero cents

**REQUIRED - Detailed Fees Schedule**

Proposals should include an estimated hourly breakdown by labor category per program, with the total hours and billing hourly rates for each team member attached as a separate page(s). This information will be required with all pay requests.
### Village of Wilmette - RFP No. 22045
#### Topographic Survey Services for Future Capital Improvement Projects

**ESTIMATED HOURLY BREAKDOWN**

By labor category per program

#### ALLEY

<table>
<thead>
<tr>
<th>Qty</th>
<th>UOM</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>hr</td>
<td>$140.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>14</td>
<td>hr</td>
<td>$120.00</td>
<td>$1,680.00</td>
</tr>
<tr>
<td>40</td>
<td>hr</td>
<td>$78.00</td>
<td>$3,120.00</td>
</tr>
<tr>
<td>28</td>
<td>hr</td>
<td>$74.50</td>
<td>$2,086.00</td>
</tr>
</tbody>
</table>

**ALLEY Total**: 83 hours, $7,026.00

#### BRICK

<table>
<thead>
<tr>
<th>Qty</th>
<th>UOM</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>hr</td>
<td>$140.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>9</td>
<td>hr</td>
<td>$120.00</td>
<td>$1,080.00</td>
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<tr>
<td>36</td>
<td>hr</td>
<td>$78.00</td>
<td>$2,808.00</td>
</tr>
<tr>
<td>34</td>
<td>hr</td>
<td>$74.50</td>
<td>$2,533.00</td>
</tr>
</tbody>
</table>

**BRICK Total**: 80 hours, $6,561.00

#### ROAD

<table>
<thead>
<tr>
<th>Qty</th>
<th>UOM</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>hr</td>
<td>$140.00</td>
<td>$420.00</td>
</tr>
<tr>
<td>43</td>
<td>hr</td>
<td>$120.00</td>
<td>$5,160.00</td>
</tr>
<tr>
<td>103</td>
<td>hr</td>
<td>$78.00</td>
<td>$8,034.00</td>
</tr>
<tr>
<td>170</td>
<td>hr</td>
<td>$74.50</td>
<td>$12,665.00</td>
</tr>
</tbody>
</table>

**ROAD Total**: 319 hours, $26,279.00

**Project Total**: 482 hours, $39,866.00
### DETAILED PROPOSAL SHEETS

#### ALLEY

<table>
<thead>
<tr>
<th>Alley ID(2)</th>
<th>Entrances</th>
<th>Between</th>
<th>Length(1) (ft)</th>
<th>ROW(1) (ft)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-22</td>
<td>End/16TH</td>
<td>Lake/3-25</td>
<td>353.0</td>
<td>16.0</td>
<td>$1,239.00</td>
</tr>
<tr>
<td>3-35</td>
<td>Ridge/17TH</td>
<td>Washington/Highland</td>
<td>1031.0</td>
<td>20.0</td>
<td>$2,543.00</td>
</tr>
<tr>
<td>3-56</td>
<td>14TH/Oak Circle</td>
<td>Wilmette/Maple</td>
<td>487.0</td>
<td>10.0/16.0</td>
<td>$1,239.00</td>
</tr>
<tr>
<td>3-71</td>
<td>Oakwood/Prairie</td>
<td>Catalpa/Wood</td>
<td>708.0</td>
<td>15.0</td>
<td>$2,005.00</td>
</tr>
</tbody>
</table>

Subtotal for ALLEY $7,026.00

#### BRICK

<table>
<thead>
<tr>
<th>Street(2)</th>
<th>From</th>
<th>To</th>
<th>Length(1) (ft)</th>
<th>ROW(1) (ft)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forest Ave</td>
<td>11TH St</td>
<td>Wilmette Ave</td>
<td>403.0</td>
<td>80.0</td>
<td>$2,112.00</td>
</tr>
<tr>
<td>Michigan Ave</td>
<td>Brick Limit</td>
<td>Lake Ave</td>
<td>280.0</td>
<td>80.0</td>
<td>$1,923.00</td>
</tr>
<tr>
<td>Oakwood Ave</td>
<td>9TH St</td>
<td>8TH St</td>
<td>519.0</td>
<td>66.0</td>
<td>$2,526.00</td>
</tr>
</tbody>
</table>

Subtotal for BRICK $6,561.00

#### ROAD

<table>
<thead>
<tr>
<th>Street(2)</th>
<th>From</th>
<th>To</th>
<th>Length(1) (ft)</th>
<th>ROW(1) (ft)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardinal Ln</td>
<td>Illinois Rd</td>
<td>Cul-de-sac</td>
<td>526.0</td>
<td>50.0</td>
<td>$1,725.00</td>
</tr>
<tr>
<td>Concord Ln</td>
<td>Vine St</td>
<td>Cul-de-sac</td>
<td>244.0</td>
<td>60.0</td>
<td>$1,537.00</td>
</tr>
<tr>
<td>Golf Ter</td>
<td>Cul-de-sac</td>
<td>Maple Ave</td>
<td>244.0</td>
<td>50.0</td>
<td>$1,537.00</td>
</tr>
<tr>
<td>Hunter Ct</td>
<td>Hunter Rd</td>
<td>Cul-de-sac</td>
<td>355.0</td>
<td>50.0</td>
<td>$1,537.00</td>
</tr>
<tr>
<td>Lacrosse Ave</td>
<td>Washington Ave</td>
<td>Lavergeve Ave</td>
<td>1561.0</td>
<td>60.0/66.0</td>
<td>$3,362.00</td>
</tr>
<tr>
<td>Linden Ave</td>
<td>Park Ave</td>
<td>Green Bay Rd</td>
<td>536.0</td>
<td>66.0</td>
<td>$2,172.00</td>
</tr>
<tr>
<td>Maple Ave</td>
<td>16TH St</td>
<td>15TH St</td>
<td>515.0</td>
<td>66.0</td>
<td>$2,023.00</td>
</tr>
<tr>
<td>New Trier Ct</td>
<td>Cul-de-sac</td>
<td>Illinois Rd</td>
<td>960.0</td>
<td>50.0</td>
<td>$2,568.00</td>
</tr>
<tr>
<td>Riverside Dr</td>
<td>Manor Dr</td>
<td>Frontage Rd W</td>
<td>1060.0</td>
<td>60.0</td>
<td>$2,866.00</td>
</tr>
<tr>
<td>Sprucewood Rd</td>
<td>Sprucewood Ln</td>
<td>Hibbard Rd</td>
<td>1158.0</td>
<td>50.0</td>
<td>$3,476.00</td>
</tr>
<tr>
<td>Thornwood Ave</td>
<td>Dartmouth St</td>
<td>Illinois Rd</td>
<td>1052.0</td>
<td>66.0</td>
<td>$3,476.00</td>
</tr>
</tbody>
</table>

Subtotal for ROADS $26,279.00

---

(1) The Length and ROW width values above are approximate limits. The Village reserves the right to adjust these limits and/or eliminate one or more of the locations above in their entirety.

(2) See the map in Attachment Three to this RFP.
VILLAGE SPECIFICATIONS

The following Specifications and other provisions shall govern the performance of the proposed Work and will be made a part of the Agreement.

The scope of services shall include, but not limited to, the following:

1. Survey:
   a. Four (4) ALLEY locations with total length +/-2,579 feet and varying ROW widths.
   b. Three (3) BRICK locations with total length +/-1,202 feet and varying ROW widths.
   c. Seven Eleven (711) ROAD locations with total length +/-8,2117,363 feet and varying ROW widths.


3. Provide a minimum of two control points at each location (with horizontal and vertical control). The crew must establish these points in the field and locate them immediately outside the limits of the road or alley.

4. Station the ROW centerline in the field with white marking paint. Stationing intervals shall not exceed 25 feet for ALLEY and 50 feet for BRICK and ROAD locations. The second station shall begin at the intersecting centerline of the adjacent ROW in the south-most intersection (for northbound alleys/streets) or west-most intersection (for east-bound alleys/streets).
   a. For ALLEY: Use continuous station numbering, starting with the next whole value at a new location.

5. Obtain cross-section elevations at each station, from ROW to ROW and at least five (5) feet beyond each boundary. The cross-section annotations in AutoCAD should align with the field survey elevation data. If not, the Respondent will need interpolate the data to provide accurate cross-section elevations at each station in AutoCAD.

6. The topographic survey data shall include spot elevations and annotations for the following items within the ROW and at least five (5) feet beyond:
   a. Street, alley, and parking lot pavement (annotate pavement material type),
   b. Sidewalk, courtesy walks, and approach walks (annotate material type),
   c. Curb and gutters (annotate the top of curb and flow line elevations),
   d. Parkways (annotate the material type if not grass),
   e. Trees and vegetation (size and locations; include canopies on a separate layer),
   f. Driveways and aprons (annotate the material type and limits),
   g. Fences, gate openings, bollards, and planters,
   h. Encountered property corners,
   i. Utility surface features (including but not limited to water, sewer, electric, gas, cable, traffic, lighting, telecom, aerial lines, sump/downspout discharge points),
k. Sewers and mains (annotate pipe material type, direction of flow, and diameter of each pipe; the Village will provide utility atlas pages during the Work for reference; the survey must show all sewer and water main lines connections between structures),

l. Sewer and water structures (including valve vault, valve box, domestic services boxes, fire hydrants, and B-Boxes; annotate type and elevation),
m. Any high points, low points, and/or apparent grade breaks, including those outside the limits of the stationing (the Village will mark out pavement berms in white paint prior to the start of work for reference),
n. Specific to ALLEY: Survey shall include corner elevations for driveway aprons, parking pads, and garage floors.
o. Specific to BRICK and ROAD: Collect additional topographic survey data at each sidewalk ramp ( annotate on a separate layer) to provide sufficient detail for ADA evaluation.

7. Collect topographic survey data of the entire area at each intersection and a minimum of 50 feet in each adjacent direction beyond the intersection point-of-curvature (about 100 total feet for Alleys and 150 total feet for Roads).

8. The topographic survey submittal must originate in AutoCAD 2022 (conversion from MicroStation will not be accepted) and shall include a consistent layer system with the following:
   a. ROW lines (must display ROW lines in the alleys accurately),
   b. ROW centerline stationing,
   c. Addresses for parcels,
   d. Pavement limits (Street, Alley, Sidewalk, and Driveways),
   e. Hatch layer for brick paver pavement,
   f. Curb lines (include back of curb and edge of pavement),
   g. Parkway limits (including tree & planter locations),
   h. Symbols and elevations for utility surface features,
   i. Annotations for interior manhole/pipe data,
   j. Sewer lines (connected to each structure),
   k. Existing surface spot elevations (displayed at each station),
   l. Specific to ALLEY and BRICK: Provide a profile view of the alley surface and existing utilities at a 1” = 2’ vertical scale.

9. Set the text, linetypes, and annotation scale to 1” = 20’.

10. Set the plot style table to “Grayscale.ctb”.

11. Prepare a legend of linetypes and symbols used in the topographic survey. Use the same layer for all linework and hatching in blocks.

12. Respondent shall attend one (1) virtual kick-off meeting and one (1) virtual AutoCAD set-up meeting.
13. The submittal for each program shall include:
   a. One (1) AutoCAD drawing (.dwg) digital file with all locations.
   b. One (1) Shapefile or Feature Class (ArcGIS) with all locations.
   c. A PDF print of each location at 1” = 20’ scale (any page size; do not create plan sheets for these prints).
   d. A digital text file for each location listing the description, northing, easting, and elevation, of each data point (list Benchmarks and Control Points first).
Village of Wilmette RFP No. 22045
TOPOGRAPHIC SURVEY SERVICES
FOR FUTURE CAPITAL IMPROVEMENT PROJECTS

Atlas Engineering Group, Ltd.
Summary of Qualifications (SOQ)

August 31, 2022
August 31, 2022

Mr. Cliff Ruemmler
Purchasing Manager
Village of Wilmette

RE: RFP No. 22045 Topographic Survey Services for Future Capital Improvement Projects

Dear Mr. Ruemmler:

Atlas Engineering Group, Ltd. (Atlas), a certified Woman-owned Business Enterprise (WBE) and a Disadvantaged Business Enterprise (DBE) is pleased to submit the enclosed proposal for the Village of Wilmette Topographic Survey Services for Future Capital Improvements Projects.

Atlas, founded in 2007, has grown into a full-service professional engineering and land surveying firm with 62 employees, providing Surveying, Construction Management, Planning, Civil and Structural Engineering, and Traffic Data Collection for public and private sector projects.

We acknowledge receipt of Addendums #1 and #2, issued on 08/24/2022 and 08/29/2022, respectively.

Atlas Survey Team has proven experience in providing superior LIDAR and conventional surveying services with a strong focus on stakeholder coordination, project controls, accurate field data collection, and quality assurance. Our proposed key personnel are veterans of the industry who have worked directly and extensively with state and private agencies throughout their careers.

Our team has completed work for various agencies including Illinois Department of Transportation (IDOT), Illinois Tollway, City of Chicago Department of Transportation (CDOT), Cook County, DuPage County, various municipalities, private sector clients, Chicago Transit Authority (CTA), Metra, and Union Pacific Railroad. This project will be successfully delivered through a team effort by qualified members who have many years of proven, successful experience on similar projects.

The Atlas team strives to serve as an extension of Village of Wilmette staff, and all personnel included in our proposal are committed and prepared to begin work immediately upon project award and issuance of the Notice to Proceed.

Should you have any questions or require additional information, please contact me at (847) 753-8020 or nhomedi@aegroupltd.com.

Sincerely,

Natalia Homedi, PE
President
Atlas Engineering Group, Ltd.
Section B

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT
Atlas Statement of Qualifications

Atlas has completed work for various agencies including IDOT, Illinois Tollway, CDOT, Cook County, DuPage County, various municipalities, private sector clients, CTA, Metra, and Union Pacific Railroad. This project will be successfully delivered through a team effort, with qualified members who have many years of proven, successful experience on similar projects.

Atlas is prequalified in Special Services (Surveying) by IDOT, and the key staff committed to this project have the certifications and required skills to execute this professional surveying project successfully. Our firm is comprised of 62 personnel who include professional engineers (PE), professional land surveyors (PLS), FE’s, and technicians familiar with a broad spectrum of engineering disciplines. Please refer to all of our IDOT prequalifications listed in our SEFC letter attached under Firm Certifications (page 12 of this document).

The Atlas staff’s extensive experience, credentials, and professional responsibility enable the firm to understand projects from every client’s perspective and ensure innovative and cost-effective solutions. Atlas achieves its goal of consistently exceeding client expectations with professional responsibility in a committed partnership.

Technical Approach

The Village’s challenges will become Atlas’ solutions through our Team’s experience, responsiveness and flexibility of having ample staffing resources consisting of multiple, experienced survey crews.

Roark Rogers, PLS, with over 25 years of experience in all phases of land surveying operations, will be the Project Manager and primary contact with Village of Wilmette. Roark will also lead day to day operations and will be responsible for QA on deliverables prior to submission to Village of Wilmette.

Our Team, in close communication with the Village of Wilmette, will perform and carry out the professional land surveying services required for topographic survey of all locations identified in the RFQ and Addendum #1 and #2. Our team has the resources and capacity to meet the Village’s needs for an exceptionally quick turnaround time for surveying projects.

Atlas is equipped with the State-of-the-Art equipment and software including Trimble SX10 Scanner with TSC 7 Controller, S5 Total Station, R10 GPS System, TSC3 Controller & DiNi Digital Level and Trimble Business Center (TBC). The Atlas Team has successfully provided professional surveying services for various agencies, including Utility Companies, with miles of experience in cross sections within right-of-ways. Atlas is flexible and efficient with sufficient staffing resources available to respond to multiple surveying challenges across the Village’s diverse needs simultaneously at multiple locations.

Why the Atlas Team

Experience
Our personnel have exceptional experience in land surveying, LIDAR scanning, utility surveying, plats, and legal descriptions for transportation projects.

Commitment
Our personnel are prepared to begin work immediately and are committed for the duration of the projects.

SBE Excellence
“Atlas Engineering performed admirably in the role of Construction Manager. They approached challenges and obstacles as opportunities to create stronger requirements and deliverables. They worked to comprehend the over-arching objective of contract requirements as well as understanding the value of communicating with stakeholder and client needs. This helped ensure congruency thru the project cycle while maintaining strong deliverables. It was a pleasure working with Atlas.”

Ed Flores, Executive Project Manager Illinois Tollway

Workload Capacity of Team

The proposed Atlas Team is currently completing their assignments and will be 100% available for this survey contract. In addition, we have reviewed our Current Workload versus our approved SEFC firm’s total annual fee capacity of $20 million and have an ample amount of capacity and the resources required to successfully complete this project.

Local Presence
Atlas’s headquarters are located in Northbrook in northern Cook County, only 20 minutes from the Village of Wilmette. The proposed staff reside in close proximity or within Cook County.
Past Performance

Atlas’ past performance on similar projects demonstrates our ability to exceed expectations on a wide spectrum of surveying and construction management projects. Our firm’s past work for IDOT and the Tollway have earned “Excellent” and “Exceeds Expectations” final performance evaluations respectively. Our Team is dedicated to bringing the same high-quality performance to this project, just as we have delivered and proven on all our assignments. Our deep bench of professional surveying staff is geared up and ready to successfully execute this surveying project.

Our Team has the credentials and the qualified, experienced staff to successfully execute this Topographic Survey Services Project with experience in diverse disciplines critical to the success of every project. Atlas successfully managed and executed similar various, simultaneous surveying and construction management projects, with "Excellent" performance evaluations. The following are some of Atlas’ representative projects of similar size and scope:

“ATLAS staff members were self-managed, consistently available, responsive to problems and concerns, took the lead in keeping the projects within the original scope and budget, perceived and managed problems effectively, early of construction problems.”

IDOT PTB 184, Item 7, Various Construction Inspection Projects, Excellent Performance Evaluation
<table>
<thead>
<tr>
<th>Project Names with Scope of Work</th>
<th>Client</th>
<th>Type</th>
<th>Contact</th>
<th>Size</th>
<th>Start/Completion</th>
<th>Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village of Buffalo Grove Topographic Survey</td>
<td>CCDOTH</td>
<td>Topographic Survey ADA/ROW</td>
<td>Ciorba Group, Inc.</td>
<td>13,200 LF</td>
<td>In Progress</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>Village of Northfield Field Surveys</td>
<td>CCDOTH</td>
<td>Topographic Survey</td>
<td>Alan Hasler, PE/ H.W. Lochner, Inc.</td>
<td>2,000 LF</td>
<td>June 2022</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>Village of Niles, Public work Plat and Surveys</td>
<td>FGM Architects</td>
<td>Plat and Topographic Survey</td>
<td>Jeff Wickenkamp, PE, CFM, D.WRE/ Hey and Assoc.</td>
<td>8+ acres</td>
<td>In Progress</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>6700-8200 W. Berwyn-PH2, MX4396532 O’Hare Grounded Replacement, 4437-4411 W Chicago Ave-PGL request</td>
<td>Nicor Peoples Gas</td>
<td>Topographic and SUE B Survey</td>
<td>Samuel A. Miller/ Milhouse Engineering &amp; Construction, Inc.</td>
<td>Various locations from 2,000 to 7,700 LF</td>
<td>Oct 2021 / Aug 2022</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>Pavement Preservation and Rehabilitation – Various routes (Quentin Rd, Schaumburg Rd)</td>
<td>Cook County</td>
<td>Topographic and SUE B Survey ADA / ROW</td>
<td>Kyle M. Duffy/ TranSystems Corporation</td>
<td>Various locations from 2,000 to 22,000 LF</td>
<td>In Progress</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>Hunter Rd. Bridge, McHenry Co. Plats of Highway for proposed ROW, set monumentation. Route 137 over Bull Creek</td>
<td>IDOT</td>
<td>Topographic and SUE B Survey ROW</td>
<td>Kenneth Cortopass / WBK Engineering, LLC</td>
<td>3,000 LF</td>
<td>Feb 2021 / Aug 2022</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>Gas main relocation – Various locations (Des Plaines, Countryside, Northlake, Elmhurst, Schiller Park, Belvidere, Rantoul, Hebron) Nicor Station relocation – Various locations</td>
<td>Nicor</td>
<td>Topographic and SUE B Survey ROW LiDAR</td>
<td>Ray Larke / ENTRUST Solutions Group (formerly EN Engineering)</td>
<td>Various locations from 2,000 to 22,000 LF</td>
<td>Jun 2019 / Jul 2022</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>Gas main relocation – Various locations (Justice, Melvin, Ludlow, Malta, Rolling Meadows, Lee)</td>
<td>Nicor</td>
<td>Topographic and SUE B Survey ROW</td>
<td>Matthew Crescenti / Kimley-Horn and Associates, Inc.</td>
<td>Various locations from 1500 to 5000 LF</td>
<td>Apr 2021 / Apr 2022</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>Project Names with Scope of Work</td>
<td>Client</td>
<td>Type</td>
<td>Contact</td>
<td>Size</td>
<td>Start/Completion</td>
<td>Outcomes</td>
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<tr>
<td>Roadway cross-sections (9-point) and ADA sidewalk details. 5 area locations in Chicago Heights.</td>
<td>Village of Chicago Heights</td>
<td>Topographic Survey ADA ROW</td>
<td>Anthony Fitzpatrick / The HOH Group, Inc.</td>
<td>87,500 LF</td>
<td>Jan 2022</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>Wolf Rd. over I-80 (PTB 196-007)</td>
<td>IDOT</td>
<td>Topographic Survey</td>
<td>Rob Deming / Primera Group Inc</td>
<td>2,000 LF</td>
<td>Oct 2020</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>Bridge repair on IL 83 over US 45 (PTB 196-007)</td>
<td>IDOT</td>
<td>Topographic and SUE B Survey ADA / ROW</td>
<td>Alexander C Lane / Infrastructure Engineering Inc</td>
<td>15,000 LF 80+ corner locations</td>
<td>Nov 2020 / Jun 2021</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>ADA ramps Peterson Ave. (PTB 196-016)</td>
<td>IDOT</td>
<td>Topographic and SUE B Survey ROW</td>
<td>2IM Group, LLC</td>
<td>3,500 LF 800 LF</td>
<td>Feb 2021 / Aug 2022</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>ADA ramps Cristal Lake, Il (PTB 196-016)</td>
<td>IDOT</td>
<td>Topographic and SUE B Survey</td>
<td>HBK Engineering, LLC</td>
<td>Various locations from 2000 to 10,000 LF</td>
<td>Oct 2017 / Dec 2021</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>Dixie Hwy between Terrace Rd. and 183rd St. (PTB 189-008)</td>
<td>IDOT</td>
<td>Topographic and SUE B Survey ROW</td>
<td>Parsons Corporation (Parsons Transportation Group)</td>
<td>10,000 LF</td>
<td>Oct 2019</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
<tr>
<td>25th St between King St and Addison Ave. - Leyden HS (PTB 189-008)</td>
<td>Tollway</td>
<td>Topographic and SUE B Survey ROW</td>
<td>Bowman Consulting Group, Ltd.</td>
<td>2,600 LF</td>
<td>Feb 2021</td>
<td>Projects completed on time and budget to client satisfaction</td>
</tr>
</tbody>
</table>
References:

Samuel A. Miller, P.E., VP / Gas Engineering
Milhouse Engineering & Construction, Inc.
333 S. Wabash Ave., Ste. 2901, Chicago, IL 60604
D: 312-994-8704 | M: 847-917-9110
Email: smiller@milhouseinc.com

Kyle M. Duffy, PE
TranSystems Corporation
222 S Riverside Plaza, Ste 610, Chicago, IL 60606
O: 312-669-5858 | F:312-276-4805 |
Email: kmduffy@transystems.com

Kenneth Cortopassi, Senior Project Manager
WBK Engineering, LLC
116 West Main Street, Suite 201, St. Charles, Illinois 60174
O: 630-443-7755 | D: 630-338-8548 |
Email: kcortopassi@wbkengineering.com

Ray Larke
ENTRUST Solutions Group
28100 Torch Parkway | Suite 400 | Warrenville, IL 60555
O: 630-432-6287 | F: 312-353-7777 |
Email: rlarke@enengineering.com

Matthew Crescenti, PE
Kimley-Horn and Associations, Inc.
4201 Winfield Rd., Suite 600, Warrenville, IL 60555
D: 331-300-3444 | M: 630-802-9500 |
Email: Matthew.Crescenti@kimley-horn.com

Anthony Fitzpatrick, P.E. / Senior Civil Engineer
The HOH Group, Inc.
623 Cooper Court, Schaumburg, IL 60173
D: 312-424-3614 | M: 708-205-1180 |
Email: aafitzpatrick@hohgroup.com

Rob Deming | PE, LEED Green Associate, VP / Transportation Department Manager
Primera Engineers Inc
550 W. Jackson Blvd., Suite 600, Chicago, IL 60661
Email: rdeming@primeraeng.com

Alexander C Lane, P.E. / Project Manager
Infrastructure Engineering Inc
One South Wacker | Suite 2650 | Chicago, IL 60606
D: 312-477-0620 | M: 312-425-564 |
Email: ALane@infrastructure-eng.com
Firm Certifications:

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 3479593
May 20, 2022

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Natalia Homedi
ATLAS ENGINEERING GROUP
3100 Dundee Road Suite # 502
Northbrook, IL 60062

Dear Natalia Homedi,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2020. Your firm’s total annual transportation fee capacity will be $20,000,000.

Your firm’s payroll burden and fringe expense rate and general and administrative expense rate totaling 140.51% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company’s indirect cost rate to the Federal Highway Administration’s Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm’s prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2021. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,

Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment
## SEFC PREQUALIFICATIONS FOR ATLAS ENGINEERING GROUP

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structures - Highway: Advanced Typical</td>
<td>X</td>
</tr>
<tr>
<td>Airports - Design</td>
<td>X</td>
</tr>
<tr>
<td>Special Plans - Traffic Signals</td>
<td>X</td>
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<tr>
<td>Special Studies - Traffic Studies</td>
<td>X</td>
</tr>
<tr>
<td>Transportation Studies - Railway Engineering</td>
<td>X</td>
</tr>
<tr>
<td>Special Services - Construction Inspection</td>
<td>X</td>
</tr>
<tr>
<td>Hydraulic Reports - Waterways: Typical</td>
<td>X</td>
</tr>
<tr>
<td>Special Studies - Location Drainage</td>
<td>X</td>
</tr>
<tr>
<td>Hydraulic Reports - Waterways: Complex</td>
<td>X</td>
</tr>
<tr>
<td>Hydraulic Reports - Pump Stations</td>
<td>X</td>
</tr>
<tr>
<td>Location Design Studies - Reconstruction/Major Rehabilitation</td>
<td>X</td>
</tr>
<tr>
<td>Special Studies - Safety</td>
<td>X</td>
</tr>
<tr>
<td>Location Design Studies - Rehabilitation</td>
<td>X</td>
</tr>
<tr>
<td>Highways - Roads and Streets</td>
<td>X</td>
</tr>
<tr>
<td>Highways - Freeways</td>
<td>X</td>
</tr>
<tr>
<td>Special Services - Surveying</td>
<td>X</td>
</tr>
<tr>
<td>Special Services - Sanitary</td>
<td>X</td>
</tr>
<tr>
<td>Airports - Construction Inspection</td>
<td>X</td>
</tr>
<tr>
<td>Structures - Highway: Simple</td>
<td>X</td>
</tr>
<tr>
<td>Location Design Studies - New Construction/Major Reconstruction</td>
<td>X</td>
</tr>
<tr>
<td>Structures - Railroad</td>
<td>X</td>
</tr>
<tr>
<td>Structures - Highway: Typical</td>
<td>X</td>
</tr>
</tbody>
</table>

X  PREQUALIFIED
A  NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S  PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST
Section C
Zia Khaliq, PMP
Vice President

Zia Khaliq, PMP is our Vice President with more than 23 years of experience in design and construction management. He has served as Project Manager and Engineer on a wide range of projects for Illinois Tollway, Illinois Department of Transportation (IDOT), and Chicago Department of Transportation (CDOT) as well as mixed use development, residential subdivision, and commercial projects. His skills and experience include Project Management, Construction Management, Contract Administration, Real Estate Development, Design – Build, Land Development, Project Controls, Risk Analysis and Mitigation, Constructability Reviews, and Value Engineering.

PROJECT EXPERIENCE

Illinois Tollway RR-21-4569 Construction Management Services for Systemwide Intelligent Transportation Systems (ITS) Services Upon Request: Project Manager responsible for client coordination, budget and schedule monitoring, supervision of Atlas field staff, invoicing, and preparation of internal monthly progress reports

DuPage County Various Construction Management Projects: Project Manager responsible for project management, client coordination and project controls of various roadway and bridge preservation projects, roadway resurfacing projects, drainage improvements, intersection improvements throughout DuPage County.

Illinois Tollway RR-18-4382 Stearns School Road Bridge Reconstruction, Gurnee, IL: Project Manager responsible for client coordination, budget and schedule monitoring, supervision of Atlas field staff, invoicing, and preparation of internal monthly progress reports

Illinois Tollway I-18-4438 I-294 Temporary ITS Relocation: Resident Engineer responsible for construction supervision, supervision of field staff, Q/A materials inspection and testing supervision, Shop Drawing reviews, monitoring and verifying compliance with contract documents, preparation of Progress Reports, Monthly Status Reports and maintaining project documentation utilizing e-Build and project closeout.

Illinois Tollway RR-16-9198, Construction Management Services Upon Request, Systemwide Non-Roadway: Resident Engineer/ Project Manager responsible for construction supervision, supervision of field staff, Q/A materials inspection and testing supervision, Shop Drawing reviews, monitoring and verifying compliance with contract documents, preparation of Progress Reports, Monthly Status Reports and maintaining project documentation utilizing e-Build and provided overall Quality Control.

Illinois Tollway RR-13-9150 Construction Management Services Upon Request, Systemwide: Resident Engineer/Documentation Engineer providing construction supervision, supervising Field Staff, Q/A materials inspection and testing supervision, Shop Drawing reviews, monitor and verify compliance with contract documents, preparation of Progress Reports, prepare ATP’s, EWO, and CO, and maintain project documentation utilizing e-Builder.

Illinois Tollway RR-15-9175 Dynamic Message Sign and Queue Detection Work: Resident Engineer performing installation of systems including:

Type II 18-character full matrix, full color high resolution LED Dynamic Message Sign (DMS) including DMS controller cabinet which houses Cisco IE-3000 switch connected to Tollway single mode fiber optic network with two Cisco Gigabit Ethernet SMF SFP modules with LC connectors, Corning WMO-85 patch panel, shelf mounted UPS unit, DIN relay and electric distribution panel. Installation, calibration, site testing of ten new pole mounted CCTV...
cameras and MVDS units. Installation of ITS cabinets (houses the stepdown transformer), Cisco IE-3000 switch, MOXA NPort serial device server, DIN Relay, terminal blocks, surge suppressors, gator patch panel. Installation of two warning flashing beacon breakaway assemblies and signs. Installation of new underground electrical duct bank and fiber optic cable installation. Splicing of fiber optic cable to existing Tollway backbone fiber optic system. Termination of electric and fiber optic cable inside Plaza 20 and M-4 Maintenance Facility Coordination with Tollway ITS maintenance and Tollway Traffic and Incident Management Center (TIMS) Operations Center for system integration and burn in.

**Illinois Tollway RR-14-9155 Systemwide Pavement Markings:** Resident Engineer responsible for adding and replacing various widths and types of pavement marking lines, letters, and symbols at various locations on the Tollway System; installation of multi-polymer and polyurea pavement markings; installation of rumble strips; raised pavement markers and maintenance of traffic.

**Illinois Tollway Open Road Tolling Test Site Located at Mile Post 42 on Northbound I-294:** This test site will be purposed by the Tollway to test new Open Road Tolling equipment to be utilized on other Tollway projects.

**Illinois Tollway RR-16-4254 Roadway and Bridge Rehabilitation Reagan Memorial Tollway M.P. 91.4 (Annie Glidden Road) to M.P. 113.3 (IL 56):** Project Manager responsible for coordination with prime consultant, Burns & McDonnell, budget and schedule monitoring, supervision of Atlas field staff, invoicing, and preparation of internal monthly progress reports.

**IDOT PTB 184-007 / C-91-228-17 Various Construction Inspection Projects, Various Routes, Various Counties:** Project Manager responsible for constructability reviews of contract plans, construction inspection, quality assurance, project documentation, project closeout and other technical services as directed by IDOT.

**CTA C19FI102349751 Small Business Enterprise (SBE) Program General Engineering Consultant Services Congress Line Improvements Phase I Utility Survey and Assessment:** Senior Project Manager responsible for management oversight of surveying staff and project delivery. Atlas provided utility survey and assessment reports for the Congress Branch right-of-way from the Dearborn Subway South Portal (STA 0+00) to Damen Avenue (STA 89+00).

**IDOT PTB 194-066 TSMO Program Plan:** Division Manager leading research and modeling support for a Transportation Systems Management and Operations (TSMO) Program Plan, including TSMO program literature and best practices review, assisting in framework development for statewide TSMO implementation, development of the congestion and reliability database using ArcGIS, corridor analysis and prioritization, travel time analyses Travel time reliability (TTR) performance measures such as travel time index, planning time index, level of travel time reliability (LOTTR), buffer index, and user delay cost will be calculated for each traffic message channel (TMC) segment by city/village/township using IDOT’S HERE probe data. This TSMO plan will help identify how IDOT can improve its capabilities to operate and manage the state’s transportation system. Upon completion, this TSMO plan will provide Strategic Direction, Program Development Direction and Specific Strategies and Actions.

**IDOT PTB 192-015 Phase II Various SCAT and Traffic Signal Coordination, Various Counties:** Project Manager leading traffic engineering services which included developing traffic signal coordination and timing for various systems located in District One and monitoring closed-loop traffic signal system. Work included data collection, data analysis, evaluation and usage of Synchro software and field observation of signal operations.

**IDOT PTB 188-029 Various Traffic Signal Coordination and Timing (SCAT) Project:** Project Manager who lead the traffic engineering group to ensure signal optimization achieved at various isolated traffic signal and traffic signal system locations within Districts 2, 3, 4, and 5. Supervised field collection of traffic counts, turning movements, signal phasing’s, signal timings, equipment inventory, and other data needed to qualify existing operating conditions and determine signal optimization alternatives. Conducted Data Analysis and utilized computer models such as HCS, SIGNAL, Synchro, TRANSYT 7F, PASSER II, and CORSIM shall run on the database for each of the selected locations. Provided recommendations for optimal signal operation plans utilizing the existing signal equipment and with minor recommended equipment enhancements. Utilized best engineering judgment to select the final plan to be recommended for implementation. Developed the approved optimization plan which was placed in operation and any necessary fine-tuning adjustments were made. Conducted effectiveness study of the optimization plan. Estimated benefits in terms of travel delay reductions, fuel savings, and reduction in carbon monoxide emissions.
Roark Rogers is a professional land surveyor with more than 25 years of experience in all phases of land surveying operations, including direction of crews, research, fieldwork, construction control and staking, boundary analysis, legal descriptions, and completion of final plats and documentation. Roark has supported numerous ALTA/NSPS Land Title Surveys, boundary surveys, route surveys and directed quality assurance (QA) / quality control (QC) project review for land development and route acquisitions with consultant teams contracted to many municipalities and other agencies, including the Illinois Tollway, Illinois Department of Transportation (IDOT), Cook County Department of Transportation and Highways (CCDOOTH), and Chicago Department of Transportation (CDOT). He is experienced with the latest data collection platforms, including scanning, GPS, robotic total station, and survey instrumentation.

**PROJECT EXPERIENCE**

**CTA Small Business Enterprise (SBE) Program General Engineering Consultant Services:** Project Manager for various task orders, performing management/schedule of crews, office personnel, and subconsultants; coordination with Chicago Transit Authority (CTA); bi-weekly meetings; e-builder updates; coordination with utilities companies; project documents and quality control records; and deliverables preparation and submission.

- **Congress Line Improvements Utility Survey and Assessment, Chicago, IL:** Phase I Congress Line projects from the Dearborn Subway South Portal (STA 0+00) to Damen Avenue (STA 89+00). Scope of work includes assessment of the existing AC electric power sources, loads, and all electrical distribution equipment at Racine Station, UIC-Halsted and IMD Stations. Survey the CTA’s drainage system, traction power/communications system, duct bank manholes and cables with recommendations for re-utilizing systems in place.
- **ASAP Logan Square Line California Station Site Survey and Title Research, Chicago, IL:** Phase I topographic and SUE utility survey to support improvements design. Includes preparation of ALTA/NSPS Land Title Survey and survey plats and legal descriptions for proposed easements and property acquisitions.
- **Forest Glen Bus Garage Boundary Survey for Buildings Demolition, Chicago, IL:** Surveying services to provide boundary survey drawings with legal descriptions for two parcels with buildings to be demolished.

**CCDOOTH 2038-18488 with Ciorba in the Village of Buffalo Grove:** Survey Manager for 2.5 miles of Right-of-way Topographic Survey within Buffalo Grove Road including ADA ramp details, CAD 1’ contours and above ground feature details.

**CCDOOTH 1655-15826 with Lochner in the Village of Northfield:** Survey Manager for WO5 JOC District 1 drainage for five field surveys within the Village along roadways for important drainage details including Invert Measure down sheets and contours with flow direction.

**Village of Niles with FGM Architects:** Survey Manager for Plat work and Topographic surveys for Niles Public Works Facilities, including Invert measure-down sheets, features, contours, and drainage flow.

**Village of Northbrook Stormwater Improvements:** Survey Manager for survey support for several years of stormwater improvements, including roadway drainage flow, ADA and Final grade check.
IDOT PTB 184/09 / C-91-237-17 IL 120 Over US 41 (Skokie Highway), Old Skokie Road, UP RR, CP RR Ramps, Greenleaf Avenue, and US 41 to Knight Avenue Phase III Project, Lake County, IL: Project Manager for survey services for the improvement of IL 120. The project consisted of 2 contracts including rehabilitation of 10 various bridge structures along IL 120 in the cities of Waukegan and Park City, and the Village of Gurnee in Lake County, Illinois. Responsible for the quality control of the construction survey layout and verification of existing conditions used for quantity takeoffs for the contractors.

CCDOTH Roselle Road and Hartford Drive Intersection, Village of Schaumburg, IL: Survey Manager responsible to support various Phase II engineering services. The scope of these projects includes improvements of signal equipment, pavement marking, signage, and ADA-compliant ramps.

IDOT PTB 188-15 / D-91-277-18 Various Land Survey Projects: Project Manager providing professional survey work to complete the Plat of Highways at IL Route 56 and IL Route 53. Survey work completed was as follows: 23 permanent Right-of-Way and Temporary Easement takes, topography, boundary analysis of 16 property index numbers, Right-of-Way analysis, 23 legal descriptions, drafting the Plat of highways, parcel area and closure reports, and setting proposed Right of Way corners.

DuPage County Division of Transportation Professional Preliminary and Design Engineering Services-Upon Request, Work Order 3 DuPage County Fairgrounds Parking Lots Resurfacing, DuPage County Illinois: Survey Project Manager providing survey for Phase II engineering services for preparation of contract documents, plans, special provisions, and cost estimates (PS&E) for Milling and Resurfacing of DuPage County Fairgrounds Parking Lots located at 2015 Manchester Road, Wheaton, Illinois. The work included Topographical survey of 2.5 Acres, preparation of Typical Sections, Drainage & Grading plans, and Erosion Control plans.

DuPage County Division of Transportation 20-DPCRR-01-FP Campus Ring Road (North) Improvements, DuPage County: Survey Project Manager providing survey for preparation of design plans and estimates for the reconstruction and rehabilitation of the County’s Campus Ring Road (North) from the east edge of County Farm Road to the entrance/exit of the Judicial Center Parking Garage (Building 509). Included removal and reconstruction of the pavement, curb & gutter, drainage improvements, erosion control measures, landscaping improvements, and design of twenty ADA ramps.

IDOT I-294 Bridge & Tollway, Village of Gurnee, IL: Project Manager/Surveyor for existing conditions and construction inspection survey for Bridge and Tollway reconstruction from IL 173 through Russell Rd. to Wisconsin border in Northern Illinois. The work included map location, control, coordinates, and elevations and coordinated safety measures for survey crews on Tollway and IDOT ROW.

CDOT Canal Street Viaduct (SN:016-6516) Adams to Madison Rehabilitation Project, Chicago, Illinois: Survey Project Manager assisting Phase II design engineering services and post-design construction services for the rehabilitation of the Canal Street Viaduct from Adams Street to Madison Street. The scope of work for the Canal St. Viaduct Project includes the removal and reconstruction of the existing bridge carrying Canal Street (SN. 016-6516).

IDOT Phase I Study for US 14 at Hartland/Hughes, Hartland Township, Illinois: Survey Project Manager providing survey for a Phase I project study for an improvement for safety at the intersection of US 14 and Hartland/Hughes.

IDOT Survey, Various Counties: Survey Crew Chief/Project Manager on two contracts overseeing various work orders for various locations through support for CAD, Field, QA/QC, and project schedule and budget. Work orders included: Senior Surveyor for plats and legal descriptions for Land Acquisitions, including 1) Project included map location, control, & coordinates; legal descriptions on Parcel takes; and Easements. 2) Coordinated safety measures for survey crews on IDOT ROW, 3) Established control in Illinois State Plane East NAD83 datum, 4) Directed & operated field surveys with GPS and Total station, 5) Processed data and responsible for review and submittal of deliverables to client for the following:

- District 1: DuPage County, IL 59 at IL 38 Survey
- District 1: Cook Co., Higgins Road at Martingale Road Survey
- District 1: DuPage County, US 34 at Columbia Avenue Survey
- District 2: Ogle County, Topography for 4000+ feet of ROW in Rochelle, IL
- District 2: Lee County, Tree survey along 2.5 miles of IL 26
State of Illinois
Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO. 035.003765
EXPIRES: 11/30/2022

LICENSED PROFESSIONAL LAND SURVEYOR

ROARK V ROGERS
3706 WEST YOUNG STREET
MCHENRY, IL 60050

DEBORAH HAGAN
SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 901559
Chris Rogers
CAD Manager

Chris Rogers is our CAD Manager with more than 30 years of experience in drafting and design in CAD format and with other associated tools. Chris has supported numerous projects involving hydrologic, stormwater management design, civil engineering, natural area restoration, stream and ravine restoration, dams, dredging, open space, recreation and habitat design, streambank/shoreline assessment and stabilization, parks, ecological restoration, wetland and habitat design, trails, and construction engineering for various state and local and commercial clients. She has an extensive knowledge of the principles of developing CAD designs and reference, excellent time management skills, and can self-direct her work. Chris collaborates and works closely with engineers, architects, and other professionals as a highly technical professional with a proven skillset.

PROJECT EXPERIENCE

CTA Small Business Enterprise (SBE) Program General Engineering Consultant Services: CAD Manager for various task orders providing management, office personnel, and subconsultants. Coordinated with CTA, holding bi-weekly meetings and providing updates via e-Builder. Worked with utilities companies. Kept project documentation and quality control records and prepared deliverables for submission.

- **Congress Line Improvements Utility Survey and Assessment, Chicago, IL:** Provided professional services for Phase I Congress Line projects, from the Dearborn Subway South Portal (STA 0+00) to Damen Avenue (STA 89+00). Scope of work included assessment of the existing AC electric power sources, loads, and all electrical distribution equipment at Racine Station, as well as the assessment of the AC power feed routes at the UIC-Halsted and IMD Stations. Surveyed the CTA’s drainage system, traction power and communications system, duct bank/manholes, and cables and made recommendations for reusing existing systems.

- **ASAP Logan Square Line California Station Site Survey and Title Research, Chicago, IL:** Phase I topographic and SUE utility survey supporting improvements design. Includes preparation of ALTA.NSPS Land Title Survey and survey plats and Legal descriptions for proposed easements and property acquisitions.

- **Forest Glen Bus Garage Boundary survey for buildings demolition, Chicago, IL:** Surveying services providing boundary survey drawings with legal descriptions for two parcels with buildings to be demolished.

CCDOTH 2038-18488 with Ciorba in the Village of Buffalo Grove: CAD Manager for 2.5 miles of Right-of-way Topographic Survey within Buffalo Grove Road including ADA ramp details, CAD 1’ contours and above ground feature details.

Village of Niles with FGM Architects: CAD Manager for Plat work and Topographic surveys for Niles Public Works Facilities, including Invert measure-down sheets, features, contours, and drainage flow.

DuPage County Division of Transportation Professional Preliminary and Design Engineering Services-Upon Request, Work Order 3 DuPage County Fairgrounds Parking Lots Resurfacing, DuPage County Illinois: CAD Manager providing CAD for survey for Phase II engineering services for preparation of contract documents, plans, special provisions, and cost estimates (PS&E) for Milling and Resurfacing of DuPage County Fairgrounds Parking Lots located at 2015 Manchester Road, Wheaton, Illinois. The work included Topographical survey of 2.5 Acres, preparation of Typical Sections, Drainage & Grading plans, and Erosion Control plans.
Nicor Gas Topographic and SUE Surveying Projects: CAD Manager responsible for CAD work from preparing and submit proposals, coordination of field crews, deliverables submission. The projects consist of provide full right-of-way topographic survey data collection along various Chicagoland streets. The survey data collected is used by gas entities for infrastructure design and/or replacement along the various routes. Scope of work includes preparation of survey and topographic drawings of all above ground utilities, utility location paint markings, building lines, curbs, traffic sensors, bus pads, concrete/asphalt seams, sidewalk, ADA ramps, poles and trees, including photo documentation.

City of Chicago Department of Aviation O’Hare International Airport Rental Car JUF Off-Site Rental Car Service Center Sites Project: CAD Manager providing CAD for stormwater improvement plans for a 66-acre site, enclosed by Bessie Coleman Drive on the west side, I-190 on the south side, Manheim Road on the east side, and new Coffey Road on the north side. The proposed site is tributary to Higgins Creek via a box culvert under Manheim Road. This site is within the limits of the O’Hare Modernization Program Stormwater Plan and the ATS Extension Project. Proposed improvements include new storm sewers, connecting to an existing trunk sewer, control structures, and a new additional bio infiltration basin.

Responsibilities entailed providing CAD for Surveying Services for the 66-acre site, including site survey, controls and elevations, construction verification, and end of project as-built topography. Directed field surveys with GPS and Total Station, supervised survey crews performing existing conditions and construction inspection surveys for topographic data for basin B along Lot E parking lot, ditch lines, outfall structures, and all existing topographic elements. Also coordinated, coordinates and elevations and contours, processed data and responsible for review and submittal of deliverables to client.

Illinois Tollway, DUR Task Order 4 Memorial: CAD Manager providing CAD for the concept design for the construction of a Memorial for fallen Illinois State Police and Tollway employees lost in the line of duty. Work included field site visits to determine existing conditions and perform initial concept design. Coordination required meeting and presenting the renderings with Illinois State Police and Tollway Maintenance and Management.

Hey and Associates, Inc., Volo, IL: CAD Manager responsible for 2D-3D drafting and design of preliminary through construction phases for civil/environmental engineering/study projects on behalf of civil, ecology, landscape, and water resources groups. Used information obtained from GPS to create site base maps and contours, trail alignment and layout, sewer design and layout, grading, erosion control, plan and profile, restoration, landscape, details, earthwork volumes, quantities, construction layout, record drawings, and wetland delineation exhibits and hydrological study exhibits. Analyzed plats, tax maps, and county records to create site maps and ownership history maps. Reviewed drawings for compliance with client and company CAD Standards. Provided computer training and technical support for in-house CAD users and established document standards and operating procedures for projects. Analyzed new computer hardware and software applications for company use.

SEC Group, Inc., McHenry, IL: Civil Engineering CAD Tech responsible for preparing CAD Layouts, preliminary, bid and construction drawings, and engineering details as directed by discipline engineers. Managed CAD production and other technical work tasks to agreed deadlines, standards (industry and project), and in accordance with the project plan. Reviewed all aspects of CAD drawings such as CAD standards and corrections of calculations. Utilized drafting, design and other applicable software for development of drawings, details, notes, quantities and cost estimates.
Osama Ali Mohammed, PhD  
Senior GIS Specialist

Osama Mohammed is our Senior Traffic and Transportation Engineer with more than 17 years of experience in design and management of complex transportation and traffic-related projects ranging from focused traffic impact studies to master plans for major cities. Osama has been a Project Manager for numerous design and installation projects and traffic studies supporting Illinois Department of Transportation (IDOT), Illinois Tollway, and county and municipal clients. As a part of his doctoral research with Saint Louis University, Osama developed a decision support system for proactive traffic management on several freeway segments in St. Louis, MO based on Missouri Department of Transportation’s (MoDOT) remote traffic microwave sensor datasets and traffic incident logs. He built a crash clearance estimation model using Machine Learning and ArcGIS techniques to predict the clearance time for the crash based on crash characteristics, historical and prevailing roadway data, and traffic stream characteristics. Osama also conducted research on developing analytical methods for deriving work zone capacities from field data.

PROJECT EXPERIENCE

IDOT PTB 194-66 TSMO Program Plan, IDOT Bureau of Operations: Project Manager responsible for providing research and modeling support for a Transportation Systems Management and Operations (TSMO) Program Plan, relevant TSMO program literature, and best practices review. Supported framework development for statewide TSMO implementation, developing the congestion and reliability database using ArcGIS; performing TSMO corridor analysis for Travel Time Reliability (TTR) performance measures such as travel time index, planning time index, level of travel time reliability (LTTTR), buffer index, and user delay cost; and assisting in preparation of Statewide TSMO Program Plan Report.

The following tasks were performed for Travel Time Reliability (TTR) performance measures using Geographic Information System (GIS):

1. Use GIS to verify 16B project data records.
2. Utilize ArcGIS Pro for segments verification between Traffic Message Channel collected from HERE data and shapefiles provided by IDOT and IL State Toll Highway Authority roadways.
3. A spatial join technique in ArcGIS was used to obtain speed and AADT information for each traffic message channel segment. The shapefiles from HERE data and those provided by IDOT were spatially tied to the traffic message channel segment framework.
4. Develop ArcGIS scripts to merge travel time parameters using the joining field method and use the traffic message channel segment ID as a unique common attribute field between the roadway traffic datasets.
5. ArcGIS was also used to calculate the exact traffic message channel length and average free flow travel time for each traffic message channel segment.
6. Quality control tests were conducted using ArcGIS, and final datasets were cleaned to identify malfunctioning TMC segments and unreliable data.

IDOT D1&3 Bureau of Programming PTB 201-047 / HPR-66-029-20; PTB 193-45 / HPR-66-029-20; PTB 185-28 / HPR-66-140-18 Field Collection of Traffic Data on Various Routes, Various Countries: Project Manager responsible for material procurement, managing field crews, performing QA/QC on weekly raw data, database management, weekly IDOT submittal preparation, and coordination with stakeholders. Provided field collection of traffic data utilizing NC-350 and NC-300 magnetic lane counters, tube counters, and Miovision Scout cameras. Configured iPads with ESRI applications suite to create weekly work assignments, locate and mark GPS locations of each station being counted, and communicate with field staff to address any issues encountered in the field. Osama
developed a customized Base Station Traffic Record Machine Count Report on iPads with ArcGIS Pro, which replaced the previous paper version, resulting in increase in accuracy of data collected and determination of the precise geographic location using ArcGIS Survey123 GeoPoints.

**PTB 188-007 Various Phase I Traffic Count Data Collection & Crash Report Production:** Project Engineer responsible for organizes crash data summaries and reports for a variety of transportation/traffic studies throughout the six-county area within District One’s Data Bank under Programming. He does this by using IDOT’s Safety Data Mart, ArcGIS, and Police Department Crash Reports Database. Osama also utilizes the Geographic Information System (GIS) for crash analysis by pre-defining roadway sections for each segment (Crash Request) by spatially joining the crash locations and distributing the crashes on these sections. Additionally, Osama builds a Geodatabase in ArcGIS for each project to compile all crash data, conduct quality control tests, and to “clean” the datasets to identify malfunctioning, unreliable crash data. Responsibilities also include reviews the final traffic crash logs using GIS database and conducts a streamlined quality control process to ensure crash logs were labeled accurately.

**Cook County Department of Transportation and Highways (CCDOTH) Pavement Preservation and Rehabilitation Program (PRPRP) North and South, Cook County:** Project Engineer responsible for Work Order #12 for the PRPRP North and South consists of finalizing the design plans, specifications and estimates for eight (8) sets of plans for eight projects. Responsible for the Typical Section (TS) plan sheets, Pavement Rehabilitation (PR) plan sheets, MOT plans, ADA Ramp plan sheets, and the Pavement Marking (PM) plans, quantity calculations, cost estimates, utilities coordination, project coordination with client. Coordination with CCODTH and TranSystems was needed for the completion of this project. Osama also prepared shapefiles for MOT plans using ArcGIS to show the detour network for the project and to provide the Work Zone signs on each route. The Geodatabase was categorized into four Shapefile layers: Freeway, Primary Road, Secondary Road, and Work Zone Area.

**IDOT PTB 188-29 Various Traffic Signal Coordination and Timing (SCAT) Projects:** Project Manager assisting subconsultant Gewalt Hamilton Associates (GHA) to ensure signal optimization at various isolated traffic signal and traffic signal system locations within Districts 2, 3, 4, and 5. Supervised field collection of traffic counts, turning movements, signal phasing and timings, equipment inventory, and other data needed to qualify existing operating conditions and determine signal optimization alternatives. Developed traffic models using macroscopic analysis and optimization software such as HCS, SIGNAL, Synchro, TRANSYT 7F, PASSER II, and CORSIM to determine operational levels of service and average vehicular delays for each of the selected locations and optimize signal timing and coordination parameters for areas with multiple, closely spaced traffic signals. Provided recommendations for optimal signal operation plans utilizing the existing signal equipment—with minor recommended equipment enhancements. Selected final plan to be recommended for implementation. Developed the approved optimization plan, guiding execution with small adjustments when necessary. Conducted effectiveness study of the optimization plan, estimating benefits in travel delay reductions, fuel savings, and reduction in carbon monoxide emissions.

**IDOT D1 Phase I Study for US 14 at Hartland/Hughes, Hartland Township, Illinois:** Project Engineer for a Phase I project study to improve safety on US 14 at Hartland/Hughes. Conducted survey, developed existing drainage plans, performed traffic count analysis and coordination with Chicago Metropolitan Agency for Planning (CMAP) for project traffic, conducted Traffic Signal Warrant Analysis (TSWA) and IDS plans review.
Kevin Luedtke
Survey Crew Chief

Kevin Luedtke is a Survey Crew Chief with more than 30 years of experience in all phases of land surveying operations, including direction of crews, research, fieldwork, construction, control and staking. Kevin is also experienced with the latest data collection platforms, robotic, scanning and survey instrumentation.

PROJECT EXPERIENCE

City of Chicago Department of Aviation O’Hare International Airport, Rental Car Joint Use Facility (JUF) Off- Site Rental Car Service Center Sites Project: Survey Crew Chief for proposed stormwater improvement plans for a 66-acre site, enclosed by Bessie Coleman Drive on the west side, I-190 on the south side, Manheim Road on the east side and new Coffey Road on the north side. Responsibilities include providing Direct field surveys with GPS and Total Station, supervise survey crews performing existing conditions and construction inspection surveys.

CTA Small Business Enterprise (SBE) Program General Engineering Consultant Services: Crew Chief for various task orders:

- Congress Line Improvements Utility Survey and Assessment, Chicago, IL: Provided professional services for Phase I Congress Line projects, from the Dearborn Subway South Portal (STA 0+00) to Damen Avenue (STA 89+00)
- ASAP Logan Square Line California Station Site Survey and Title Research, Chicago, IL: Phase I topographic and SUE utility survey supporting improvements design. Includes preparation of ALTA.NSPS Land Title Survey and survey plats and Legal descriptions for proposed easements and property acquisitions.
- Forest Glen Bus Garage Boundary survey for buildings demolition, Chicago, IL: Surveying services providing boundary survey drawings with legal descriptions for two parcels with buildings to be demolished.

Illinois Tollway PSB 18-4/05 / RR-18-4382 I-94 Stearns School Rd Bridge, Gurnee, IL: Construction Crew Chief supporting project for As-built bridge pier locations and roadway profile cross sections.

Illinois Tollway PSB 17-3/09 / I-17-4304, Tri-State Tollway Design Upon Request, Cook County, IL: Survey Crew Chief for Phase II engineering services for the preparation of contract plans, specifications and estimates for various projects such as bridge improvements over I-294, demolition contracts and design projects upon request.

CCDOTH 1628-15166 C Cook County Department of Transportation and Highways, Construction Management Services, Various: Survey Crew Chief responsible for supporting engineering analysis for various projects throughout Cook County. WO12 Pavement Preservation and Rehabilitation Program (PPRP) North and South Survey areas for ADA compliance. WO17 Pavement Preservation and Rehabilitation Program (PPRP) North and South Survey areas for Drainage Structures.

CCDOTH Roselle Road and Hartford Drive Intersection, Schaumburg, Cook County: Survey Crew Chief to support various Phase II engineering services. Project scope included topographic survey, traffic data collection, Intersection Capacity Analyses for existing and future traffic data and developed Alternate Geometric Studies for proposed safety related improvements.

Certifications/Skills
- CN (Canadian National) Safety Training Certificate
- UPRR (Union Pacific Railroad) Safety Training Certificate
- OSHA Confined Spaces
- OSHA 10-Hour
- CPR certified
- METRA Safety Training Certificate
- CSX Safety Training Certificate
- NORFOLK SOUTHERN Safety Training Certificate

Education
- Degree Studies, Land Surveying; Southern Illinois University

Software/Expertise
- AutoCAD
- Trimble R8/ TSC3
- MicroStation
- Trimble Business Center (TBC)
- Trimble SX10 Scanning
- Total Station/TSC 7
- Trimble S5/TSC3
DuPage County DOT TO #3 DuPage County Fairgrounds: Crew Chief. Location of existing conditions and full topography for new drainage design.

Nicholas Gas Various task orders for Vault and gas Mains Replacement: Providing easement/property survey, topographic survey and Level B SUE study services to aid Nicholas Gas in the design and construction of a proposed vault facility and main gas replacement projects.

Milhouse Engineering - Utilities Survey: Crew Chief. Location of existing conditions and full topography to generate contour mapping.

HBK Engineering PE/PS related services: Crew Chief. Location of existing conditions and full topography for new infrastructure design. Involved over 30 miles of Chicago streets.


IDOT D1 PTB 188-15 / D-91-277-18 Various Land Survey Projects: Survey Crew Chief for a subconsultant to Mackie Consultants project; WO1. Atlas provided professional survey work to complete the Plat of Highways at IL Route 56 and IL Route 53. Survey work completed was as follows: 23 permanent Right-of-Way and Temporary Easement takes, topography, boundary analysis of 16 property index numbers, Right-of-Way analysis, 23 legal descriptions, the Plat of highways (and control monument sheets), parcel area and closure reports and setting proposed Right of Way corners.

Illinois Tollway PSB 17-3/24 / I-17-4682 Elgin O’Hare Western Access Construction Management Upon Request: Survey Crew Chief providing Phase III engineering services that include site surveys, controls and elevations, construction verification and end of project as-built topography.

IDOT and Illinois Tollway Archer Avenue (IL 171, IDOT) and 79th Street: Conducted Level B SUE Study to map all lines within the project area and extend approximately 20’ past ROW lines or to nearest obstruction. Both are state-controlled roads. I-294 is ISTHA-controlled. Cork Avenue (South of 79th St.) is a county-controlled road.

IDOT D1 Touhy Avenue Overpass Project, Lincolnwood: Survey Crew Chief responsible for the control and construction staking for the bridge, columns and the associated trail improvements including handicap access, utilities and temporary paths for the multi-use recreation path bridge over Touhy Avenue installed for uses of the Valley Line Trail to safely cross Touhy Avenue and serve as a gateway feature for the Village of Lincolnwood.

Illinois Tollway Design Contract RR-19-9219, TO #5 Systemwide Toll Plazas, TO #6 Systemwide Toll Plaza Generator Installation, TO #7 EO-2 Workshop Plaza 99, TO #13 Plaza 41 Improvements: Crew Chief, location of existing conditions and full topography to generate contour mapping.


IDOT PTB 195-18 I-90 at I-290 Jane Byrne Interchange Phase III: Crew Chief, Settlement survey analysis at existing buildings.
Gavin Kabak is our Survey Crew Chief with years of experience in all phases of land surveying operations, including direction of crews, research, fieldwork, construction control and staking. He is also experienced with the latest data collection platforms, robotic, scanning and survey instrumentation.

**PROJECT EXPERIENCE**

**Chicago Transit Authority (CTA) Building Demolition:** Survey Crew Chief responsible for completing daily surveying tasks including topographic surveys and boundary surveys for the demolition of CTA buildings.

**Chicago Transit Authority (CTA) ASAP Logan Square Line, California Station:** Survey Crew Chief responsible for completing daily surveying tasks including topographic surveys within the project limits from ROW to ROW, manholes/vaults inspections (indicating the type, size and material), ALTA survey and scans both under and on top of the elevated CTA tracks for preparation of elevator installation on both sides of the tracks.

**CPS Northside College Prep with Site Design Group, Ltd.:** Survey Crew Chief responsible for the establishment of horizontal and vertical control points, performed topographical survey from ROW to ROW within the property of Northside College Preparatory High School. Survey to include a 25’ grid on NCP property, manhole inverts (indicating the type, size, material), detailed parking lot sketch with counted parking/handicap spots, water elevations at 100’ cross section on the North Branch Chicago River (N.B.C.R.), 50’ cross section on Kedzie Avenue and Bryn Mawr Avenue from ROW to ROW.

**DuPage County Division of Transportation, Fairgrounds Improvements:** Survey Crew Chief responsible for the establishment of horizontal and vertical control points with a level run and a set benchmark on site, topographical survey from ROW to ROW within the property of the DuPage County Fairgrounds for the development of reconstruction of parking lot and drainage improvements. Survey to include a 50’ grid with locating any low spots and drainage structures inverts.

**CDA ORD JUF Rental-Transport Road Improvements with Jacobsen/Daniels, LLC:** Survey Crew Chief responsible for completing daily surveying tasks for future improvements of the existing rental car parking lots, locations and golf course detention areas all flowing toward Stone Creek. The scope of work and the site conditions required the use of the latest survey equipment such as GPS Receivers and Robotic Total Stations locations and golf course detention areas all flowing toward Stone Creek. The scope of work and the site conditions required the use of the latest survey equipment such as GPS Receivers and Robotic Total Stations.

**Touhy Avenue Over the North Branch Chicago River (N.B.C.R) with Primera Engineers:** Survey Crew Chief responsible for completing daily surveying tasks including topographic surveys, verification of control points and detailed bridge surveys including approaches and deck survey clearances. The work consisted of full topographical survey within the project limits from ROW to ROW, including ROW investigation, and subsurface utility investigation for the designed new bridge. Survey also included staked out boreholes for core samples and cross section at ends of bridge over the N.B.C.R.

**Certifications**

- Railroad Safety Training for Metra, UPRR, BNSS, and NS
- OSHA Confined Spaces Certified

**Education**

- Degree Studies, Surveying Technologies, Oklahoma State University

**Expertise**

- Trimble Robotics
- Trimble Business Center (TBC)
- MicroStation

**CPR Certified**
Nicor Gas / Peoples Gas Various task orders: Survey Crew Chief responsible for completing full right-of-way topographic survey, including all above ground utilities, building lines, curbs, traffic sensors, bus pads, concrete/asphalt seams, sidewalk, ADA ramps, poles and trees, with photo documentation, and SUE Level B utility survey. Scanning of Nicor/Peoples Gas Pumping Stations and SUE Level A hydro-vac is performed upon client request. The survey data collected is used by gas entities for infrastructure design and/or replacement along the various routes.

Bridge Widening at Wolf Rd Over I-80 with Primera Engineers: Survey Crew Chief responsible for completing daily surveying tasks including topographic surveys, verification of control points and detailed bridge surveys including approaches and deck survey clearances. The work consisted of full topographical survey within the project limits from ROW to ROW, including ROW investigation, and subsurface utility investigation. Full scan of Wolf Rd including all aspects of the underside of Wolf Rd bridge was also performed.

Illinois Tollway I-294 Plaza 41 Improvements: Survey Crew Chief responsible for completion of daily surveying tasks including verification of control points and establishing control points. The work consisted of drainage system surveys, full topographical survey within the project limits from ROW to ROW, including cross sectioning pavement and shoulders.

Illinois Tollway I-94 Roadway and Bridge Reconstruction, M.P. 25.2 (Tri-State Tollway) M.P. 30.0 (Edens Expressway): Survey Crew Member assisted the Survey Crew Chief with completion of daily surveying tasks, including topographic surveys, verification of control points and detailed bridge surveys including approaches and deck survey clearances. The work consisted of full topographical survey within the project limits from ROW to ROW, including ROW investigation, and subsurface utility investigation.

Chicago Department of Aviation, O'Hare Modernization Program: Survey Crew Member assisted the Survey Crew Chief with establishing horizontal and vertical control points, utility mapping, drainage structure details, and topographic survey for the expansion of the O'Hare International Airport project.

Illinois Tollway PSB 17-3/09, Job No. I-17-4304, Tri-State Tollway Design Upon Request, Cook County, IL (2017-Present): Surveyor for Phase II engineering services for the preparation of contract plans, specifications and estimates for various projects such as bridge improvements over I-294 and two bridges along IL 171 including detail scanning of existing bridges, reducing safety issues.

Chicago of Chicago DWM Sewer and Water Main Replacement Projects and Special ADA Ramps: Survey Technician responsible for the establishment of horizontal and vertical control points, performed topographical survey from ROW to ROW of subject streets and performed detailed surveys of intersection corners at proposed ADA ramp locations.

Illinois Tollway 1-17-4300 Tri-State Tollway 1-294/1-290 Interchange: Survey Technician responsible for full topographical survey within the project limits from ROW to ROW, and drainage survey, scope includes cross sectioning pavement and shoulders, sound wall survey and detailed bridge survey including approaches and deck clearances.
PROPOSAL EXCEPTION SHEET

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 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)

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PROPOSAL AFFIRMATION AND CERTIFICATION

IN SUBMITTING THE SUMMARY PROPOSAL SHEET AND OPTIONAL SERVICES SHEET, RESPONDENT AFFIRMS THAT IT:

1. Has carefully examined all of the documents included in this RFP, including Addenda Nos. 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. Respondent affirms that the prices quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, 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.

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; and,

11. 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 proposal or refrain from proposing; and has not sought by collusion to obtain for itself any advantage over any other Respondent or over the Village.

12. 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 document are included on the Proposal Exception Sheet.

13. 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 19 DAY OF July, 2022

Entity Name: Atlas Engineering Group, Ltd.

Entity Type: (circle one) Individual, d/b/a Corporation LLC, LLP, Joint Venture, Partnership, Other

Authorized Signature:

Name / Title: (Print) Executive Vice President

Mailing Address: 3100 Dundee Road, Suite 502

City/State/Zip: Northbrook, IL 60062

Phone / Email: 847-753-8020 / marketing@aegroupltd.com / zkhalic@aegroupltd.com
CERTIFICATION OF COMPLIANCE

DESCRIPTION: Topographic Survey Services For Capital Improvement Projects

Altman Engineering Group, Ltd., 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

☑ BARRIED 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, Contractors, 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 of 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:
RFP No. 22045

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 counselling 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), 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 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 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.
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 firm, or your firm'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)

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: 
(Signature)

By: Eyad Homedi Atlas Engineering Group
(Print Name)

Business address: 3100 Dundee Rd. Ste#502
Northbrook, IL 60062

Business Phone #: 847-753-8020
Cell Phone #: 630-399-1042
E-Mail Address: e.homedi@aegroupltd.com
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:

   i. Manage, engage and/or discharge Consultant’s employees.

   ii. Promptly supply any necessary equipment, materials, or incidentals; and,

   iii. 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/download/Hydrant-Rig-Permit-Application-2021-Fillable_2.pdf 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.

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.

   i. 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.
ii. 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 products 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. Legally effective release(s) and waiver(s) of lien covering work for which payment is being made.
iii. 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. 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 withheld 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.
ATTACHMENT THREE
LOCATION MAP
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 22072

For:

Holiday Décor Installation and Takedown

With:

Rileighs Outdoor, LLC
Db a Temple Outdoor Decor
114-C Kirkland Circle
Oswego, IL 60543

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 Rileighs Outdoor, LLC db a Temple Outdoor Decor. Do
not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement ("Agreement" or "Contract") is to install, and subsequently takedown, the holiday lighting and other décor in the Village of Wilmette ("Village") ("Holiday Décor Installation and Takedown" or "Work") per the Specifications in Attachment One ("Attachment One") and Attachment Two ("Attachment Two") of this document. The Agreement is for the quote offered by Rileighs Outdoor, LLC dba Temple Outdoor Decor ("Contractor") to the Village.

2. This Addendum is made pursuant to the quote dated 08/11/2022, 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 $32,898.00, 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. Invoices will be paid net of any damages assessed by the Village against the Contractor 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. 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. **Shipping.** The Goods, as well as any other item to be supplied under the Contract, must be delivered by Contractor or shipped F.O.B. Village and delivered to a pre-designated location. Contractor shall be responsible for all expenses of delivering the Goods, including, but not limited to, the costs of stacking, sorting, segregating, and otherwise placing the Goods at the Village's location. Contractor shall coordinate the delivery schedule in advance with the Village and must be present on site at the time of all deliveries.

Contractor shall, at its own expense, package, crate, mark, and document the Goods in accordance with good commercial practices, and shall be responsible for any additional cost the Village incurs as a result of Contractor's failure to do so. Contractor shall insure that all containers, pallet tags, bills of lading, and invoices include proper information in accordance with the Contract, including but not limited to, Village purchase order number, Delivered To Address, quantity, shipment date, name and address of Contractor, item description and name of Village employee accepting delivery of the Goods.

12. **Title and Risk of Loss.** Title to the supplies and materials used to perform 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 Attachment Two, and to cooperate with Village in the event Village makes any warranty claim.

14. **Timing of Work.** Lighting Work shall begin on or before November 28, 2022. Installation of the garland shall start no earlier than November 30, 2022. Installation of the lights and garland shall be completed by December 02, 2022. Takedown of lights and garland shall be completed by January 11, 2023. 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.

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:**
  - Rileighs Outdoor, LLC
  - dba Temple Outdoor Decor.
  - 114-C Kirkland Circle
  - Oswego, IL 60543

- **Village:**
  - Director Engineering & Public Works
  - 1200 Wilmette 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; and,

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’).

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. 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.

27. 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.

28. **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.
29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.
39. 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: Holiday Décor Installation and Takedown

Rileighs Outdoor, LLC dba Temple Outdoor Decor, 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: Contractors, 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor's policy of maintaining drug free workplace;
c) any available drug counseling, rehabilitation, and employee assistance program; and

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 Contractor 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 Contractor’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 Contractor 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 Contractor 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 Contractor’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 Contractor in its efforts to comply with such Act and Rules, the Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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 firm, or your form’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):

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

CONTRACTOR’S QUOTE DATED 08/11/2022
## Quote Details

**Company Address:**
PO Box 4365  
Bethlehem, Pennsylvania 18018  
United States

**Created Date:** 8/11/2022  
**Expiration Date:** 9/15/2022  
**Quote Number:** 00008543

**Prepared By:** Robb Tweedy  
**Contact Name:** Guy Lam  
**Email:** rtweedy@holidayoutdoordecor.com  
**Email:** ap@wilmette.com

**Bill To Name:** Wilmette, Village of  
**Ship To Name:** Tony Muzik  
**Bill To:** TONY MUZIK  
1200 WILMETTE AVE  
Wilmette, Illinois 60091  
United States  
**Ship To:** 1200 WILMETTE AVE  
Wilmette, Illinois 60091  
United States

**Quote To:** United States  
**Ship To Phone:** 847-853-754

### Product Details

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<tr>
<th>Product Code</th>
<th>Product</th>
<th>Line Item Description</th>
<th>Price</th>
<th>Quantity</th>
<th>Total Price</th>
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<td>Install - Install - Installation and Take Down Village Center, Central Business District (CBD) - includes Wilmette Avenue, Central Avenue and 12th Street (areas located west of Green Bay Road)</td>
<td>$32,898.00</td>
<td>1.00</td>
<td>$32,898.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install - Install - Lumec light poles decorated with live garland, bows and mini-lights (26 each) - No Change - Maintain Existing Service Level</td>
<td>$0.00</td>
<td>1.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install - Install - Lumec light poles decorated with live garland and bows - NO SNOWFLAKES</td>
<td>$0.00</td>
<td>1.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install - Install - Installation of 94 Winter Decor Hanging Baskets on 47 LUMEC light poles (i.e. double brackets installed on light poles)</td>
<td>$0.00</td>
<td>1.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install - Install - Poplar and Greenleaf - listed under Village Center and CBD</td>
<td>$0.00</td>
<td>1.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install - Install - Green 12 foot poles (at 1199 Wilmette Avenue parking lot - Panera Bread) decorated with live garland and bows (7-each)</td>
<td>$0.00</td>
<td>1.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install - Install - Green 12 foot poles (N&amp;S Sides of Greenleaf) decorated with live garland, bows and mini-lights (4-each)</td>
<td>$0.00</td>
<td>1.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install - Install - 10 Winter Hanging baskets on 5 each green 12 foot poles (i.e. double brackets installed)</td>
<td>$0.00</td>
<td>1.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Account Terms

- **DUE UPON RECEIPT**
  - 20% Restocking fee on all returns
  - No returns without proper authorization
  - Custom Items are NOT returnable
  - After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

---

**QUOTE ACCEPTANCE INFORMATION**

- **Signature:**
- **Name:**
- **Title:**

---

"Please refer to our Terms and Conditions, here or at [https://holidayoutdoordecor.com/terms-conditions/]"
<table>
<thead>
<tr>
<th>Labor</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install -</td>
<td>Four poles along N&amp;S sides of Greenleaf and one pole at 1199 lot on Greenleaf</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Linden Squar or intersection of Linden Avenue and 4th Street</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Lumec Poles decorated with live garland, bows and two sets of mini-lights</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Lumec poles decorated with 2' snowflakes - (15)</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Installation of 8 Winter Decor Hanging Baskets - 4 Lumec poles (double brackets installed on poles)</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Four poles located at the intersection of Linden Ave and 4th Street</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Ridge Corridor (includes intersections with Lake Avenue, Wilmette Avenue)</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>At Ridge Road and Lake Avenue, concrete poles-decorated with live garland and bows (9)</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Installation of 10 winter hanging baskets on 5 concrete poles (double brackets installed on light poles)</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Five poles located ant intersection of Ridge and Lake Avenue</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>At Ridge Road and Wilmette Avenue, concrete poles decorated with live garland and bows (7)</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Installation of 4 Winter Hanging Baskets on 2 concrete poles (double brackets installed on light poles)</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Four poles located just south of intersection Ridge and Wilmette Avenue</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Installation and take down of (30) 6&quot; Warm White Spheres (five per tree)</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Installation and Take down of new displays purchased in 2022</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Install -</td>
<td>Village Downtown improvement project - 5 additional light poles with live garland and mini-lights and installation/take down of 10 Winter Decor Hanging Baskets</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Account Terms**

- 20% Restocking fee on all returns
- No returns without proper authorization
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

**QUOTE ACCEPTANCE INFORMATION**

Signature: ____________________________
Name: ____________________________
Title: ____________________________

**Please refer to our Terms and Conditions, here or at:** [https://holidayoutdoordecor.com/terms-conditions/](https://holidayoutdoordecor.com/terms-conditions/)
• Applicable Sales Tax will be added to Final Invoice
• All shipping is estimated at time of order. Actual shipping costs may vary.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<td>Grand Total</td>
<td>$32,898.00</td>
</tr>
</tbody>
</table>

Account Terms — DUE UPON RECEIPT

• 20% Restocking fee on all returns
• No returns without proper authorization
• Custom Items are NOT returnable
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QUOTE ACCEPTANCE INFORMATION

Signature:__________________________

Name:______________________________

Title:______________________________

*Please refer to our Terms and Conditions, here or at https://holidayoutdoordecor.com/terms-conditions/*
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 Contractor. Contractor 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 Contractor’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.

Contractor 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 Contractor in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3. Coordination of Work

If the Contractor has one or more crews working in the Village, the Contractor 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 Contractor'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 Contractor’s employees.

b. Promptly supply any necessary equipment, materials, or incidentals; and,

c. Negotiate on the Contractor’s behalf and legally commit the Contractor 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
   Contractor 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
   Contractor shall be responsible for the proper, safe, and adequate storage of all materials and equipment. The Contractor 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. Contractor 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.

   Contractor 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 Contractor may use certain Village fire hydrants under the following conditions:

   i. The Contractor 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 Contractor’s truck must be equipped with a hydrant hose connection (2.5” port). The Contractor will be required to record water usage in a logbook maintained by staff at the Public Works Yard.

   ii. The Contractor must have prior approval from the Village to utilize a hydrant other than the hydrant located at the Public Works Facility. The Contractor 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 Contractor will be responsible for supplying its own meter and RPZ device certified in the past year and approved for use by the Village. The Contractor 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. Contractor 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 Contractor 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 Contractor’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 Contractor 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 Contractor.
5. Prevention of Injury or Damage

a. Safety of Persons
Contractor 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. Contractor 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. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

Contractor 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. Contractor shall be responsible for all applicable employee safety training/education, as well as accident record maintenance.

b. Protection of Public and Private Property
Contractor 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. Contractor shall pay for any such damage, injury or loss caused by its agents, employees, or subcontractors or from the action of the elements. Contractor 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. Contractor 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. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

The Contractor 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 Contractor and deduct this cost from any payment due the Contractor.
c. **Repair of Damage**
Upon termination of the Contract, or upon completion of the work, Contractor 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 Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor. 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 Contractor is responsible for verifying the accuracy of all locations. If utilities require relocation or rerouting Contractor 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, Contractor will work continuously to restore such service to the satisfaction of the Village at no additional cost to the Village. Should Contractor 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 Contractor.

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 Contractor, is interrupted for any reason, the entire cost to restore service to the satisfaction of the Village shall be paid by the Contractor.

d. Contractor 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 Contractor 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 Contractor 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 Contractor shall continue performance of the work. No claim by
the Contractor 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 Contractor, 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 Contractor 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 Contractor of any obligations under the Contract. Changes to the Work shall be authorized in writing and executed by the Village and Contractor by means of a Change Order.

A change order for work is not necessary, and Contractor 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 Contractor or any subcontractor.

Contractor 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 Contractor and the Village as a fixed or percentage fee.

iii. By agreement on a lump sum proposal submitted by Contractor. 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 Contractor shall promptly proceed with the Work involved in the change, upon receipt of a written order by the Village.

iv. In such case, Contractor 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. Contractor 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 Contractor 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 Contractor require the Contractor to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the notice. Contractor 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 Contractor and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that work. Contractor 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, Contractor 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. Contractor 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, Contractor 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. Contractor’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 Contractor 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 Contractor or, if no further payments are due to Contractor, then the Contractor’s surety will be responsible for said payment.
11. Warranty

a. Contractor 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, Contractor shall deliver to the Village all warranties required under the Contract, or to which Contractor 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 Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in work and any resulting damage to work at its own expense. Contractor shall be liable for correction of all damage resulting from defective work. If Contractor 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 Contractor or its surety.

c. Contractor 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. Contractor warrants that no materials or supplies for the work purchased by Contractor or any Subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Contractor 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. Contractor 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 Contractor’s breach of this Section.
12. Documents

a. Ownership
   All drawings, specifications, reports, and any other project documents prepared by the Contractor 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 Contractor shall be the exclusive property of the Village.

   Contractor 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 Contractor fails to deliver a fully reproducible document. Contractor 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 Contractor pursuant to this Agreement shall be the exclusive property of the Village.

   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.
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 Contractor has been made.
   iv. Original paper copies of ALL Contractor and subcontractor waivers of lien shall be submitted with the Contractor's final invoice for payment of retention.
   v. Any other documents requested/required by the Village.

b. Contract Line Items
   The Contractor 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 Contractor 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 Contractor is liable; state or local sales, use or excise taxes that may have been paid by Contractor or any of its Subcontractors; any lien or claim of third-parties, subcontractors or suppliers regardless of merit; inability of the Contractor to complete the performance of the work; or any other failure by the Contractor to perform any of its obligations under the Contract. The Village shall be entitled to retain all amounts so withheld until the Contractor either performs the outstanding obligation or furnishes security in a form acceptable to the Village for such performance.
e. Final Payment to Contractor

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 Contractor the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Contractor 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 Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor.

The acceptance by the Contractor 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 Contractor or his sureties from any obligations under the Contract or the performance bond and payment bonds.

14. Technology

Contractor will be provided with one or more Village iPads and accompanying wireless internet access during the performance of the Work. Contractor 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.

Contractor shall have no expectation of privacy with regards to the use of the iPads, software and wireless internet access provided by the Village.

Contractor 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 Contractor. The Contractor will be financially responsible for the timely repair or replacement of any iPads provided to Contractor not returned in the same condition as when they were checked out.
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract Amendment No. 02 for Contract No. 19034

For:

Public Works & Water Plant Uniform Rental & Cleaning

With:

Lechner and Sons, Inc.
420 Kingston Ct.
Mount Prospect, IL 60056

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 Lechner and Sons, 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 Lechner and Sons, Inc. ("Contractor"), Parties to Contract No. 19034 – Public Works & Water Plant Uniform Rental & Cleaning ("Agreement" or "Contract") and Contract Amendment No. 01.

2. For and in consideration of a four (4) percent increase in unit prices for the remainder of the Contract Term in the existing Contract No. 19034 – Public Works & Water Plant Uniform Rental & Cleaning and a temporary three (3) dollar per stop fuel surcharge fee through 08/31/2022, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor hereto agree to continue with the above referenced Contract through February 25, 2025.

3. This Contract Amendment No. 02 is incorporated into the Contract 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 Contract 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 Contract 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
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract Amendment No. 01 for Contract No. 19010

For:

HVAC Maintenance

With:

Muzik Mechanical Partners, Inc.
881 Driscoll Court
Highland Park, IL 60035

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 Muzik Mechanical Partners, 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 Muzik Mechanical Partners, Inc. ("Contractor"), Parties to Contract No. 19010 – HVAC Maintenance ("Agreement" or "Contract").

2. For and in consideration of the existing unit rates in the above referenced Contract and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor hereto agree to extend the Contract Term Date from December 31, 2022, to December 31, 2023.

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 No. 22065

For:

Fire Station 27 Replacement Windows

With:

D Kersey Construction Co.
4130 Timberlane Drive
Northbrook, IL  60062

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 D Kersey Construction Co. Do not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement (“Agreement” or “Contract”) is to furnish the labor, materials and equipment for the removal and appropriate disposal of the existing windows and installation of new windows at the Village of Wilmette’s (“Village”) Fire Station No. 27 (“Fire Station 27 Replacement Windows” 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 D Kersey Construction Co. (“Contractor”) to the Village.

2. This Addendum is made pursuant to the proposal dated May 13, 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 $25,310.00, including expenses, inclusive of $500.00 for the builders risk insurance policy and $300.00 for performance and payment bonds.

5. Retention. The Village will retain 10% of the Contractor’s progress payments until Final Completion and acceptance of all Work to insure successful completion of the Work. Pursuant to the Mechanics’ Lien Act of Illinois, no payments shall be made to Contractor unless and until Contractor furnishes a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due. This statement must be made under oath or be verified by affidavit. The Village shall not be obligated to issue any payments nor shall any retained percentage become due until valid and legally effective final releases and waivers of lien have been supplied to the Village by Contractor covering work for which payment to Contractor has been previously made.

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. 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.

   Payment to Contractor will be made in accordance with the Payments and Withholdings section of Attachment Two. Invoices will be paid net of any damages assessed by the Village against the Contractor as outlined in Attachment One and Attachment Two.

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. **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.

9. **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.

10. **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.

11. **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.

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 Attachment Two, and to cooperate with Village in the event Village makes any warranty claim. The terms of this Section shall survive the suspension, expiration or termination of this Contract.

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’s purchasing manager.

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**
   D Kersey Construction Co.
   4130 Timberlane Drive
   Northbrook, IL 60062

   **Village**
   Defender
   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. **Illinois Prevailing Wage Act.** All Contractors 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 Contractors 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 Contractor 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 Contractor and subcontractors are responsible for ensuring their understanding and compliance with all aspects of the IPWA.
Pursuant to the IPWA, the Contractor 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 Contractors 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.

Contractor 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.

26. 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. Builder’s Risk against all risk of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.

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.

27. 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 delivery of the Work, but shall be extended for a period of at least one (1) year after final acceptance of the Work. Failure to furnish the required bonds within the time specified may be cause for withdrawal of the award.

28. 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.

29. 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.

30. 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.
31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. 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.

39. 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.

40. 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.
41. 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: Fire Station 27 Replacement Windows

D Kersey Construction Co., 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: Contractors, 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor'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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor'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 Contractor in its efforts to comply with such Act and Rules, the Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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.

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):
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

CONTRACTOR’S PROPOSAL DATED 05/13/2022
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 Contractor. Contractor 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 Contractor’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.

Contractor 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 Contractor in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3. Coordination of Work

If the Contractor has one or more crews working in the Village, the Contractor 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 Contractor’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 Contractor’s employees.
   b. Promptly supply any necessary equipment, materials, or incidentals; and,
   c. Negotiate on the Contractor’s behalf and legally commit the Contractor 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
      Contractor 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
      Contractor shall be responsible for the proper, safe, and adequate storage of all materials and equipment. The Contractor 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. Contractor 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.

      Contractor 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 Contractor may use certain Village fire hydrants under the following conditions:

      i. The Contractor 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 Contractor’s truck must be equipped with a hydrant hose connection (2.5” port). The Contractor will be required to record water usage in a logbook maintained by staff at the Public Works Yard.

      ii. The Contractor must have prior approval from the Village to utilize a hydrant other than the hydrant located at the Public Works Facility. The Contractor 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:

         i. https://www.wilmette.com/download/Hydrant-Rig-Permit-Application-2021-Fillable_2.pdf; or,
ii. 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 Contractor will be responsible for supplying its own meter and RPZ device certified in the past year and approved for use by the Village. The Contractor 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. Contractor 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 Contractor 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 Contractor’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 Contractor 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 Contractor.
5. Prevention of Injury or Damage

a. **Safety of Persons**
   Contractor 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. Contractor 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. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

   Contractor 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. Contractor shall be responsible for all applicable employee safety training/education, as well as accident record maintenance.

b. **Protection of Public and Private Property**
   Contractor 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. Contractor shall pay for any such damage, injury or loss caused by its agents, employees, or subcontractors or from the action of the elements. Contractor 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. Contractor 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. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

The Contractor 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 Contractor and deduct this cost from any payment due the Contractor.
c. **Repair of Damage**

   Upon termination of the Contract, or upon completion of the work, Contractor 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 Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor. 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 Contractor is responsible for verifying the accuracy of all locations. If utilities require relocation or rerouting Contractor 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, Contractor will work continuously to restore such service to the satisfaction of the Village at no additional cost to the Village. Should Contractor 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 Contractor.

   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 Contractor, is interrupted for any reason, the entire cost to restore service to the satisfaction of the Village shall be paid by the Contractor.

   d. Contractor 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 Contractor 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 Contractor 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 Contractor shall continue performance of the work. No claim by
the Contractor 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 Contractor, 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 Contractor 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 Contractor of any obligations under the Contract. Changes to the Work shall be authorized in writing and executed by the Village and Contractor by means of a Change Order.

A change order for work is not necessary, and Contractor 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 Contractor or any subcontractor.

Contractor 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 Contractor and the Village as a fixed or percentage fee.

iii. By agreement on a lump sum proposal submitted by Contractor. 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 Contractor shall promptly proceed with the Work involved in the change, upon receipt of a written order by the Village.

iv. In such case, Contractor 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. Contractor 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 Contractor 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 Contractor require the Contractor to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the notice. Contractor 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 Contractor and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that work. Contractor 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, Contractor 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. Contractor 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, Contractor 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. Contractor’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 Contractor 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 Contractor or, if no further payments are due to Contractor, then the Contractor’s surety will be responsible for said payment.
11. Warranty

a. Contractor 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, Contractor shall deliver to the Village all warranties required under the Contract, or to which Contractor 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 Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in work and any resulting damage to work at its own expense. Contractor shall be liable for correction of all damage resulting from defective work. If Contractor 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 Contractor or its surety.

c. Contractor 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. Contractor warrants that no materials or supplies for the work purchased by Contractor or any Subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Contractor 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. Contractor 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 Contractor’s breach of this Section.
12. Documents

a. Ownership
   All drawings, specifications, reports, and any other project documents prepared by the Contractor 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 Contractor shall be the exclusive property of the Village.

   Contractor 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 Contractor fails to deliver a fully reproducible document. Contractor 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 Contractor pursuant to this Agreement shall be the exclusive property of the Village.

   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.
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 Contractor has been made.
   iv. Original paper copies of ALL Contractor and subcontractor waivers of lien shall be submitted with the Contractor’s final invoice for payment of retention.
   v. Any other documents requested/required by the Village.

b. Contract Line Items
   The Contractor 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 Contractor 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 Contractor is liable; state or local sales, use or excise taxes that may have been paid by Contractor or any of its Subcontractors; any lien or claim of third-parties, subcontractors or suppliers regardless of merit; inability of the Contractor to complete the performance of the work; or any other failure by the Contractor to perform any of its obligations under the Contract. The Village shall be entitled to retain all amounts so withheld until the Contractor either performs the outstanding obligation or furnishes security in a form acceptable to the Village for such performance.
e. Final Payment to Contractor

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 Contractor the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Contractor 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 Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor.

The acceptance by the Contractor 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 Contractor or his sureties from any obligations under the Contract or the performance bond and payment bonds.

14. Technology

If required to perform the Work, Contractor will be provided with one or more Village iPads and accompanying wireless internet access during the performance of the Work. Contractor 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.

Contractor shall have no expectation of privacy with regards to the use of the iPads, software and wireless internet access provided by the Village.

Contractor 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 Contractor. The Contractor will be financially responsible for the timely repair or replacement of any iPads provided to Contractor not returned in the same condition as when they were checked out.
May 13, 2022

The Village of Wilmette
John Ramaker
1200 Wilmette Avenue
Wilmette, IL 60091

Fire Station 27
747 Illinois
Wilmette, IL 60091

John,

As per your request we submit our proposal to furnish labor, material and equipment for the removal, disposal & replacement of existing windows in the Day room of Fire Station # 27 with Weather Shield Signature Wood Clad, White Clad Exterior, White Hardware, Screens, and Low-E Glass With Argon and four pieces of insulated glass at the transom of the east elevations windows. Installation is in accordance with manufacturer guidelines, insulated cavity, cap exterior with white coil, caulking and trim as needed including touch up paint around remaining structural members at east elevation windows for the sum of Twenty Four Thousand Five Hundred Ten Dollars ($ 24,510).

Excluded: Permits & Fees, Performance Bond and Sales Tax.

Thank You for the opportunity to provide a price, if there is any additional information needed please do not hesitate to call or e-mail me.

Sincerely,

Doug Kersey
<table>
<thead>
<tr>
<th>LINE #</th>
<th>QUANTITY</th>
<th>ATTRIBUTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

P.O.: 
Location: Village of Wilmette
Job: Wilmette Fire Station

Signature Series Awning Rectangle 8219 1 Wide Complete Unit
----- Mfg Date 4/2/2018 to Present
----- Signature 2.0
----- Frame Style Casement/Awning
See weathershield.com for PG/DP information
Sizing Method Jt to Jt/Frame Size
----- R/O Size 38 1/2" X 18 1/2"
----- Jamb Size 38" X 18"
----- Glass Size 33 7/8" X 13 7/8"
Operating Code - Stationary
Aluminum Clad
Putty Sash Profile - White - AAMA 2604
----- Exterior Panel/Sash Color White
----- W/White Sash Weatherstrip
----- No Frame Nailing Fin
Standard Jamb Extension
4 9/16" Jamb Depth
Pine Interior Material Prefinished White
----- W/Wood Glazing Bead -
Insulated Low E
----- W/Out Neat Clean Glass
Glazing Bead Type - Colonial - Back Side Glzg Bd Match Interior Finish
----- W/Out Protective Film
----- Silver Spacer
----- Wilmett Airspace Gas
1 Life -

(Viewed from Exterior)
Rough Opening 38-1/2" x 18-1/2"
Overall Jamb 38" x 18"

WEATHER SHIELD
WINDOWS & DOORS
<table>
<thead>
<tr>
<th>LINE #</th>
<th>QUANTITY</th>
<th>ATTRIBUTES</th>
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<tbody>
<tr>
<td>2</td>
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<td>P.O.:&lt;br&gt;Location:&lt;br&gt;Job: Wilmette Fire Station</td>
</tr>
</tbody>
</table>

Signature Series Casement Rectangle 8219 1 Wide<br>Complete Unit<br>----- Mfg Date 4/2/2018 to Present<br>----- Signature 2.0<br>----- Frame Style Casement/Awning<br>See weathershield.com for PG/DP information<br>Sizing Method Job to Job/Frame Size<br>----- R/O Size 35 1/2" X 71 1/2"<br>----- Jamb Size 35" X 71"<br>----- Glass Size 30 7/8" X 66 7/8"<br>----- Egress Unit<br>Operating Code - Left<br>Aluminum Clad<br>Putty Sash Profile - White - AAMA 2604<br>----- Exterior Panel/Sash Color White<br>----- W/White Sash Weatherstrip<br>----- No Frame Nailing Fin<br>Standard Jamb Extension<br>4 9/16" Jamb Depth -<br>Pine Interior Material Prefinished White<br>----- W/Wood Glazing Bead -<br>Insulated Low E<br>----- W/Out Neat Clean Glass<br>Glazing Bead Type - Colonial - Back Side Glzg Bd Match Interior Finish<br>----- W/Out Protective Film<br>----- Silver Spacer<br>----- Wilnet Airspace Gas<br>1 Lite -<br>W/Standard Hardware - White -<br>----- Nested Handle<br>----- 14" Adjustable Hinge -<br>----- Dual Arm Operator<br>----- W/Concealed Snubby<br>----- Handle/Cover/Kit Ship Separate<br>W/Screen - White - NO-SEE-UM Mesh - Shipped Loose

(Viewed from Exterior)  

Rough Opening 35-1/2" x 71-1/2"  
Overall Jamb 35" x 71"**

**THIS UNIT, AND ALL OTHERS ON THIS ELEVATION, INSTALLED INTO EXISTING VERTICAL STRUCTURES.**
<table>
<thead>
<tr>
<th>LINE #</th>
<th>QUANTITY</th>
<th>ATTRIBUTES</th>
</tr>
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<tr>
<td>3</td>
<td>1</td>
<td>P.O.: Village of Wilmette Fire Station</td>
</tr>
</tbody>
</table>

Signature Series Casement Rectangle 8219 1 Wide Complete Unit
----- Mfg Date 4/2/2018 to Present
----- Signature 2.0
----- Frame Style Casement/Awning
See weathershield.com for PG/DP information
Sizing Method Jb to Jb/Frame Size
----- R/O Size 35 1/2" X 71 1/2"
----- Jamb Size 35" X 71"
----- Glass Size 30 7/8" X 66 7/8"
----- Egress Unit
Operating Code - Right
Aluminum clad
Putty Sash Profile - White - AAMA 2604
----- Exterior Panel/Sash Color White
----- W/White Sash Weatherstrip
----- No Frame Nailing Fin
Standard Jamb Extension
4 9/16" Jamb Depth -
Pine Interior Material Prefinished White
----- W/Wood Glazing Bead -
----- Insulated Low E
----- W/Out Neat Clean Glass
Glazing Bead Type - Colonial - Back Side Glzg Bd Match Interior Finish
----- W/Out Protective Film
----- Silver Spacer
----- Wilnet Airspace Gas
1 Lite -
----- W/Standard Hardware - White -
----- Nested Handle
----- 14" Adjustable Hinge -
----- Dual Arm Operator
----- W/Concealed Snubby
----- Handle/Cover/Kit Ship Separate
----- W/Screen - White - NO-SEE-UM Mesh - Shipped Loose

(Viewed from Exterior)
Rough Opening 35-1/2" x 71-1/2"
Overall Jamb 35" x 71"

East operable
LINE # | QUANTITY | ATTRIBUTES |
--- | --- | --- |
4 | 2 | P.O.: |
| | | Location: |
| | | Job: Wilmette Fire Station |

Signature Series Casement Rectangle 8219 1 Wide
Complete Unit
----- Mfg Date 4/2/2018 to Present
----- Signature 2.0
----- Frame Style Casement/Awning
See weathershield.com for PG/DP information
Sizing Method Jb to Jb/Frame Size
----- R/O Size 35 1/2" X 71 1/2"
----- Jamb Size 35" X 71" |
----- Glass Size 30 7/8" X 66 7/8"
Operating Code - Stationary
Aluminum Clad
Putty Sash Profile - White - AAMA 2604
----- Exterior Panel/Sash Color White
----- W/White Sash Weatherstrip
----- No Frame Nailing Fin
Standard Jamb Extension
4 9/16" Jamb Depth -
Pine Interior Material Prefinished White
----- W/Wood Glazing Bead -
Insulated Low E
----- W/Out Neat Clean Glass
Glazing Bead Type - Colonial - Back Side Glzg Bd Match Interior Finish
----- W/Out Protective Film
----- Silver Spacer
----- Wilmette Airspace Gas
1 Lite -

(Viewed from Exterior)

Rough Opening 35-1/2" x 71-1/2"
Overall Jamb 35" x 71"
Contract No. 22065
Printed: 05/12/2022 04:44 PM

All lead times and delivery dates are approximate and are subject to change. Contact your Inside Sales support team with questions.

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<tr>
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<td>Location:</td>
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<td>Job: Wilmette Fire Station</td>
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<tr>
<td></td>
<td></td>
<td>Signature Series Generic Mull and Stack Combination 1 Wide</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Complete Unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Signature 2.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>----- Frame Style Casement/Awning</td>
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<td>See weathershield.com for PG/DP information</td>
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<tr>
<td></td>
<td></td>
<td>Aluminum Clad</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- White - AAMA 2604</td>
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<tr>
<td></td>
<td></td>
<td>----- Exterior Panel/Sash Color White</td>
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<tr>
<td></td>
<td></td>
<td>----- W/White Sash Weatherstrip</td>
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<tr>
<td></td>
<td></td>
<td>----- No Frame Nailing Fin</td>
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<td></td>
<td></td>
<td>4 9/16&quot; Jamb Depth</td>
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<td></td>
<td></td>
<td>Pine Interior Material Prefinished White</td>
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<tr>
<td></td>
<td></td>
<td>----- W/Wood Glazing Bead</td>
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<tr>
<td></td>
<td></td>
<td>----- Insulated Low E</td>
</tr>
<tr>
<td></td>
<td></td>
<td>----- W/Out Neat Clean Glass</td>
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<td></td>
<td></td>
<td>Glazing Bead Type - Colonial - Back Side Glzd Bd Match Interior Finish</td>
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<tr>
<td></td>
<td></td>
<td>W/Out Protective Film</td>
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<tr>
<td></td>
<td></td>
<td>----- Silver Spacer</td>
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<td></td>
<td></td>
<td>----- Wilbert Airspace Gas</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 Lite</td>
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<tr>
<td></td>
<td></td>
<td>----- W/Standard Hardware - White - W/Sash Locks</td>
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<tr>
<td></td>
<td></td>
<td>----- 14&quot; Adjustable Hinge</td>
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<td></td>
<td></td>
<td>----- Dual Arm Operator</td>
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<td></td>
<td></td>
<td>----- Handle/Cover/Kit Ship Separate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>W/Screen - White - NO-SEE-UM Mesh - Shipped Loose</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0 1/16&quot; - Horizontal Spread Mull</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0 1/16&quot; - Vertical Spread Mull</td>
</tr>
</tbody>
</table>

(Viewed from Exterior)

Rough Opening 70-1/2" x 78-9/16"
Overall Jamb 70" x 78-1/16"

North Elevation
Contract No. 22065
Printed: 05/12/2022 04:44 PM

All lead times and delivery dates are approximate and are subject to change. Contact your Inside Sales support team with questions.

<table>
<thead>
<tr>
<th>LINE #</th>
<th>QUANTITY</th>
<th>ATTRIBUTES</th>
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<td>6</td>
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<td>P.O.:</td>
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<tr>
<td></td>
<td></td>
<td>Location:</td>
</tr>
<tr>
<td></td>
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<td>Job: Wilmette Fire Station</td>
</tr>
</tbody>
</table>

**Signature Series Casement Rectangle 8219 1 Wide**

- Complete Unit
- Mfg Date 4/2/2018 to Present
- Signature 2.0
- Frame Style Casement/Awning
- See weathershield.com for PG/DP information
- Sizing Method Jo to Jo/Frame Size
- R/O Size 35 1/2" X 39 1/2"
- Jamb Size 35" X 39"
- Glass Size 30 7/8" X 34 7/8"
- Egress Unit
- Operating Code - Left
- Aluminum Clad
- Putty Sash Profile - White - AAMA 2604
- Exterior Panel/Sash Color White
- W/White Sash Weatherstrip
- No Frame Nailing Fin
- Standard Jamb Extension
- 4 9/16" Jamb Depth
- Pine Interior Material Prefinished White
- W/Wood Glazing Bead
- Insulated Low E
- W/Out Neat Clean Glass
- Glazing Bead Type - Colonial - Back Side Glzg Bd Match Interior Finish
- W/Out Protective Film
- Silver Spacer
- W/Inset Airspace Gas
- 1 Lite
- W/Standard Hardware - White
- Nested Handle
- 14" Adjustable Hinge
- Dual Arm Operator
- W/Concealed Snubber
- Handle/CoverKit Ship Separate
- W/Screen - White - NO-SEE-UM Mesh - Shipped Loose

(Viewed from Exterior)

Rough Opening 35-1/2" x 39-1/2"
Overall Jamb 35" x 39"

South Elevation Kitchen

$0.00
$0.00
$0.00
$0.00

Thank you for choosing Weather Shield Windows & Doors

This order is subject to and governed by Weather Shield Mfg., Inc.’s Standard Terms and Conditions of Sale. Please click on the ‘Home’ tab of your WSOneSource dashboard and select Admin in the upper right corner to view or print this document.
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract Amendment No. 02 for Contract No. 19150

For:

Enrollment in the Weather Command Alerting Service

With:

Murray and Trettel, Inc.
600 N First Bank Drive, Suite C
Palatine, IL  60067-8185

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 Murray and Trettel, 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 Murray and Trettel, Inc. ("Contractor"), Parties to Contract No. 19150 – Enrollment in the Weather Command Alerting Service ("Agreement" or "Contract") and Contract Amendment No. 01.

2. For and in consideration of $4,200.00 per annum and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor hereto agree to extend the termination date of the above referenced Agreement from November 30, 2022, to November 30, 2025.

3. This Contract Amendment No. 02 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
9/6/2022

Quote ID: **32745**
Order Cut Off Date: **TBA**

Andy Stockinger  
Village of Wilmette  
Vehicle Maintenance  
711 Laramie  
Wilmette, Illinoi's, 60091

Dear Andy Stockinger,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**Five (5) New/Unused (2023 Ford Police Interceptor Utility (K8A) AWD, )** and delivered to your specified location, each for

<table>
<thead>
<tr>
<th></th>
<th>One Unit (MSRP)</th>
<th>One Unit</th>
<th>Total % Savings</th>
<th>Extended Unit's (5)</th>
<th>Total Savings</th>
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<tbody>
<tr>
<td>Contract Price</td>
<td>$51,025.00</td>
<td>$49,940.72</td>
<td>2.125%</td>
<td>$249,703.60</td>
<td>$5,421.40</td>
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<td>Tax (0.0000 %)</td>
<td>$0.00</td>
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<td>Tire fee</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$49,940.72</strong></td>
<td></td>
<td><strong>$249,703.60</strong></td>
<td></td>
<td><strong>$5,421.40</strong></td>
</tr>
</tbody>
</table>

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

---

https://www.nationalautofleetgroup.com/OrderReques/SSDPrint/32745?ssdType=OrderRequest&ws=True&se=True&tsb=0&pg=1+National...
Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com
Fax: (831) 480-8497
Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com
Use the upfitter of your choice: www.NAFGpartner.com
Vehicle Status: ETA@NationalAutoFleetGroup.com
General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572
### Vehicle Configuration Options

#### ENGINE

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>99W</td>
<td>ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)</td>
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#### TRANSMISSION

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>44B</td>
<td>TRANSMISSION: 10-SPEED AUTOMATIC, (STD)</td>
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#### PRIMARY PAINT

<table>
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<tr>
<td>LK</td>
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#### PAINT SCHEME

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<td>STANDARD PAINT</td>
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#### SEAT TYPE

<table>
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<tbody>
<tr>
<td>96</td>
<td>CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks</td>
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#### AXLE RATIO

<table>
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<tr>
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<td>3.73 AXLE RATIO, (STD)</td>
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#### ADDITIONAL EQUIPMENT

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<th>Code</th>
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<tr>
<td>19K</td>
<td>H8 AGM BATTERY (850 CCA/92-AMP)</td>
</tr>
<tr>
<td>549</td>
<td>HEATED SIDEVIEW MIRRORS</td>
</tr>
<tr>
<td>51R</td>
<td>DRIVER ONLY LED SPOT LAMP (UNITY)</td>
</tr>
<tr>
<td>153</td>
<td>FRONT LICENSE PLATE BRACKET</td>
</tr>
<tr>
<td>16D</td>
<td>BADGE DELETE, -inc: Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost)</td>
</tr>
<tr>
<td>66C</td>
<td>REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on</td>
</tr>
</tbody>
</table>
inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included

<table>
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<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>43A</td>
<td>REAR AUXILIARY LIF TGATE LIGHTS, -inc: Red/blue LED lights, Located beneath liftgate glass in applique panel, LED lights only, Wiring and controller not included</td>
</tr>
<tr>
<td>86T</td>
<td>TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY, -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)</td>
</tr>
<tr>
<td>59E</td>
<td>KEYED ALIKE - 1435X</td>
</tr>
<tr>
<td>52P</td>
<td>HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches</td>
</tr>
<tr>
<td>43D</td>
<td>DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened</td>
</tr>
<tr>
<td>17T</td>
<td>SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA, -inc: Deletes 3rd row overhead map light</td>
</tr>
<tr>
<td>76P</td>
<td>PRE-COLLISION ASSIST W/PEDESTRIAN DETECTION, -inc: forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use</td>
</tr>
<tr>
<td>76R</td>
<td>REVERSE SENSING SYSTEM</td>
</tr>
<tr>
<td>67V</td>
<td>FRONT &amp; REAR POLICE WIRE HARNESS CONNECTOR KIT, -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector</td>
</tr>
</tbody>
</table>

**OPTION PACKAGE**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>500A</td>
<td>ORDER CODE 500A</td>
</tr>
</tbody>
</table>
## 2023 Fleet/Non-Retail Ford Police Interceptor Utility AWD

### WINDOW STICKER

#### 2023 Ford Police Interceptor Utility AWD

<table>
<thead>
<tr>
<th>CODE</th>
<th>MODEL</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>K8A</td>
<td>2023 Ford Police Interceptor Utility AWD</td>
<td>$47,165.00</td>
</tr>
</tbody>
</table>

#### OPTIONS

<table>
<thead>
<tr>
<th>CODE</th>
<th>Option Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>99W</td>
<td>ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)</td>
<td>$0.00</td>
</tr>
<tr>
<td>44B</td>
<td>TRANSMISSION: 10-SPEED AUTOMATIC, (STD)</td>
<td>$0.00</td>
</tr>
<tr>
<td>LK</td>
<td>DARK BLUE</td>
<td>$0.00</td>
</tr>
<tr>
<td>96</td>
<td>CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks</td>
<td>$0.00</td>
</tr>
<tr>
<td>19K</td>
<td>3.73 AXLE RATIO, (STD)</td>
<td>$0.00</td>
</tr>
<tr>
<td>549</td>
<td>H8 AGM BATTERY (850 CCA/92-AMP)</td>
<td>$110.00</td>
</tr>
<tr>
<td>51R</td>
<td>HEATED SIDEVIEW MIRRORS</td>
<td>$60.00</td>
</tr>
<tr>
<td>51R</td>
<td>DRIVER ONLY LED SPOT LAMP (UNITY)</td>
<td>$395.00</td>
</tr>
<tr>
<td>153</td>
<td>FRONT LICENSE PLATE BRACKET</td>
<td>$0.00</td>
</tr>
<tr>
<td>16D</td>
<td>BADGE DELETE, -inc: Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost)</td>
<td>$0.00</td>
</tr>
<tr>
<td>66C</td>
<td>REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included</td>
<td>$455.00</td>
</tr>
<tr>
<td>43A</td>
<td>REAR AUXILIARY LIFTGATE LIGHTS, -inc: Red/blue LED lights, Located beneath liftgate glass in applique panel, LED lights only, Wiring and controller not included</td>
<td>$395.00</td>
</tr>
<tr>
<td>86T</td>
<td>TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY, -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)</td>
<td>$60.00</td>
</tr>
<tr>
<td>59E</td>
<td>KEYED ALIKE - 1435X</td>
<td>$50.00</td>
</tr>
<tr>
<td>52P</td>
<td>HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches</td>
<td>$160.00</td>
</tr>
<tr>
<td>43D</td>
<td>DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened</td>
<td>$25.00</td>
</tr>
<tr>
<td>17T</td>
<td>SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA, -inc: Deletes 3rd row overhead map light</td>
<td>$50.00</td>
</tr>
<tr>
<td>76P</td>
<td>PRE-COLLISION ASSIST W/PEDESTRIAN DETECTION, -inc: forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use</td>
<td>$145.00</td>
</tr>
<tr>
<td>76R</td>
<td>REVERSE SENSING SYSTEM</td>
<td>$275.00</td>
</tr>
<tr>
<td>67V</td>
<td>FRONT &amp; REAR POLICE WIRE HARNESS CONNECTOR KIT, -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren</td>
<td>$185.00</td>
</tr>
</tbody>
</table>
controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector

500A ORDER CODE 500A $0.00

Please note selected options override standard equipment

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>$49,530.00</td>
</tr>
<tr>
<td>Advert/ Adjustments</td>
<td>$0.00</td>
</tr>
<tr>
<td>Manufacturer Destination Charge</td>
<td>$1,495.00</td>
</tr>
<tr>
<td><strong>TOTAL PRICE</strong></td>
<td><strong>$51,025.00</strong></td>
</tr>
</tbody>
</table>

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.
### Standard Equipment

#### MECHANICAL

<table>
<thead>
<tr>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed)</td>
</tr>
<tr>
<td>Transmission: 10-Speed Automatic</td>
</tr>
<tr>
<td>3.73 Axle Ratio</td>
</tr>
<tr>
<td>GVWR: 6,840 lbs (3,103 kgs)</td>
</tr>
<tr>
<td>50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.</td>
</tr>
<tr>
<td>Transmission w/Oil Cooler</td>
</tr>
<tr>
<td>Automatic Full-Time All-Wheel</td>
</tr>
<tr>
<td>Engine Oil Cooler</td>
</tr>
<tr>
<td>80-Amp/Hr 800CCA Maintenance-Free Battery</td>
</tr>
<tr>
<td>Hybrid Electric Motor 220 Amp Alternator</td>
</tr>
<tr>
<td>Class III Towing Equipment -inc: Hitch</td>
</tr>
<tr>
<td>Trailer Wiring Harness</td>
</tr>
<tr>
<td>Police/Fire</td>
</tr>
<tr>
<td>1670# Maximum Payload</td>
</tr>
<tr>
<td>Gas-Pressurized Shock Absorbers</td>
</tr>
<tr>
<td>Front And Rear Anti-Roll Bars</td>
</tr>
<tr>
<td>Electric Power-Assist Steering</td>
</tr>
<tr>
<td>19 Gal. Fuel Tank</td>
</tr>
<tr>
<td>Dual Stainless Steel Exhaust</td>
</tr>
<tr>
<td>Permanent Locking Hubs</td>
</tr>
<tr>
<td>Strut Front Suspension w/Coil Springs</td>
</tr>
<tr>
<td>Multi-Link Rear Suspension w/Coil Springs</td>
</tr>
<tr>
<td>Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control</td>
</tr>
<tr>
<td>Lithium Ion Traction Battery</td>
</tr>
</tbody>
</table>

#### EXTERIOR

<table>
<thead>
<tr>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheels: 18&quot; x 8&quot; 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps</td>
</tr>
<tr>
<td>Tires: 255/60R18 AS BSW</td>
</tr>
<tr>
<td>Steel Spare Wheel</td>
</tr>
<tr>
<td>Spare Tire Mounted Inside Under Cargo</td>
</tr>
<tr>
<td>Clearcoat Paint</td>
</tr>
<tr>
<td>Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook</td>
</tr>
<tr>
<td>Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent</td>
</tr>
<tr>
<td>Body-Colored Bodyside Cladding and Black Wheel Well Trim</td>
</tr>
</tbody>
</table>
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights

ENTERTAINMENT

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Integrated Roof Antenna
1 LCD Monitor In The Front

INTERIOR

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Fleet Telematics Modem Selective Service Internet Access
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim - inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features - inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts - inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer
2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Date: 09/08/2022
## 2023 Police Interceptor Utility AWD Base (K8A)
Price Level: 320

### As Configured Vehicle

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Vehicle</strong></td>
<td></td>
<td>$47,165.00</td>
</tr>
<tr>
<td>K8A</td>
<td>Base Vehicle Price (K8A)</td>
<td></td>
</tr>
</tbody>
</table>

### Packages

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>500A</td>
<td>Order Code 500A</td>
<td>N/C</td>
</tr>
<tr>
<td>Includes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmission: 10-Speed Automatic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.73 Axle Ratio</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GVWR: 6,840 lbs (3,103 kgs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tires: 255/60R18 AS BSW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheels: 18” x 8” 5-Spoke Painted Black Steel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes polished stainless steel hub cover and center caps.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unique HD Cloth Front Bucket Seats w/Vinyl Rear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radio: AM/FM/MP3 Capable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2” color LCD screen center stack smart display.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Powertrain

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>99W</td>
<td>Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).</td>
<td>Included</td>
</tr>
<tr>
<td>44B</td>
<td>Transmission: 10-Speed Automatic</td>
<td>Included</td>
</tr>
<tr>
<td>STDAX</td>
<td>3.73 Axle Ratio</td>
<td>Included</td>
</tr>
<tr>
<td>STDGV</td>
<td>GVWR: 6,840 lbs (3,103 kgs)</td>
<td>Included</td>
</tr>
</tbody>
</table>

### Wheels & Tires

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>STDTR</td>
<td>Tires: 255/60R18 AS BSW</td>
<td>Included</td>
</tr>
<tr>
<td>STDWL</td>
<td>Wheels: 18” x 8” 5-Spoke Painted Black Steel</td>
<td>Included</td>
</tr>
<tr>
<td>Includes polished stainless steel hub cover and center caps.</td>
<td>Included</td>
<td></td>
</tr>
</tbody>
</table>

### Seats & Seat Trim

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Unique HD Cloth Front Bucket Seats w/Vinyl Rear</td>
<td>Included</td>
</tr>
</tbody>
</table>
2023 Police Interceptor Utility AWD Base (K8A)
Price Level: 320

As Configured Vehicle (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>86T</td>
<td>Tail Lamp/Police Interceptor Housing Only</td>
<td>$60.00</td>
</tr>
<tr>
<td>86T</td>
<td>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</td>
<td></td>
</tr>
</tbody>
</table>

Other Options

PAINT                                     STD
119WB 119" Wheelbase                       STD
STDRD Radio: AM/FM/MP3 Capable            Included
86T  Tail Lamp/Police Interceptor Housing Only $60.00
   Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.
66C  Rear Lighting Solution                $455.00
   Recommend using ultimate wiring package (67U).
   Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.
67V  Front & Rear Police Wire Harness Connector Kit $185.00
   For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector.
43D  Dark Car Feature                      $25.00
   Courtesy lamps disabled when any door is opened.
43A  Rear Auxiliary Liftgate Lights         $395.00
   Recommend using ready for the road package (67H) or ultimate wiring package (67U).
   Red/blue LED lights. Located beneath liftgate glass in applique panel. LED lights only. Wiring and controller not included.
51R  Driver Only LED Spot Lamp (Unity)     $395.00
52P  Hidden Door-Lock Plunger              $160.00
   Includes rear-door controls inoperable (locks, handles and windows). Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.
68G  Rear-Door Controls Inoperable          N/C
   Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
### 2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>59E</td>
<td>Keyed Alike - 1435x</td>
<td>$50.00</td>
</tr>
<tr>
<td>76P</td>
<td>Pre-Collision Assist w/Pedestrian Detection</td>
<td>$145.00</td>
</tr>
</tbody>
</table>

*Includes forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use.*

| 549  | Heated Sideview Mirrors                               | $60.00|
| 76R  | Reverse Sensing System                                | $275.00|
| 19K  | H8 AGM Battery (850 CCA/92-amp)                       | $110.00|

#### Emissions

| 425  | 50 State Emission System                              | STD   |
|      | Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine. |       |

#### Interior Color

| 96_01 | Charcoal Black w/Unique HD Cloth                      | N/C   |
|       | Front Bucket Seats w/Vinyl Rear                       |       |

#### Exterior Color

| LK_01 | Dark Blue                                             | N/C   |

| SUBTOTAL | $49,480.00 |
| Destination Charge | $1,495.00 |
| TOTAL      | $50,975.00 |
2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

### Warranty

#### Standard Warranty

<table>
<thead>
<tr>
<th>Warranty Type</th>
<th>Distance</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic</strong></td>
<td>36,000 miles</td>
<td>36 months</td>
</tr>
<tr>
<td><strong>Powertrain</strong></td>
<td>100,000 miles</td>
<td>60 months</td>
</tr>
<tr>
<td><strong>Corrosion Perforation</strong></td>
<td>Unlimited</td>
<td>60 months</td>
</tr>
<tr>
<td><strong>Roadside Assistance</strong></td>
<td>60,000 miles</td>
<td>60 months</td>
</tr>
<tr>
<td><strong>Hybrid Electrical Components</strong></td>
<td>100,000 miles</td>
<td>96 months</td>
</tr>
</tbody>
</table>
## 2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

### Pricing Summary - Single Vehicle

<table>
<thead>
<tr>
<th>Description</th>
<th>MSDP</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vehicle Pricing</strong></td>
<td></td>
</tr>
<tr>
<td>Base Vehicle Price</td>
<td>$47,165.00</td>
</tr>
<tr>
<td>Options</td>
<td>$2,315.00</td>
</tr>
<tr>
<td>Colors</td>
<td>$0.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fleet Discount</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fuel Charge</td>
<td>$0.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$1,495.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$50,975.00</td>
</tr>
<tr>
<td><strong>Discount Adjustments</strong></td>
<td></td>
</tr>
<tr>
<td>Discount Adjustments</td>
<td>-$8,404.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$42,571.00</td>
</tr>
</tbody>
</table>

Orders are Subject to Plant Cancellation

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.