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

Village Board Council Chambers
Tuesday, June 27, 2023
7:00 p.m.

1.0 **ROLL CALL**

2.0 **PUBLIC COMMENT**

3.0 **CONSENT AGENDA**

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

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

3.1 Approval of minutes from the Village Board meeting held on June 13, 2023.

3.2 **LAND USE COMMITTEE CONSENT AGENDA**

3.2.1 Presentation of minutes from the Appearance Review Commission meeting held on April 3, 2023.

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1 Members of the public that attend the above noticed meetings may address the public body during Public Comment. Members of the public that will not be attending the above noticed meetings may submit a comment in advance of a meeting by emailing their comment to publiccomment@wilmette.com. All emailed comments received two hours prior to the start of a meeting will be provided, unredacted, to the public body. Emails received at any time within two hours of the beginning of the meeting until its adjournment will be included in the draft minutes of the meeting.
3.3 Presentation of minutes from the Appearance Review Commission meeting held on May 1, 2023.

3.4 Presentation of minutes from the Housing Commission meeting held on April 18, 2023.

3.5 Zoning Board of Appeals Report, Case #2023-Z-22, 649 Prairie Avenue, regarding a request for a 5.5' accessory structure height variation to permit the installation of playground equipment in accordance with the plans submitted; adoption of Ordinance #2023-O-44.

3.6 REQUEST TO TABLE TO THE REGULAR VILLAGE BOARD MEETING OF JULY 25, 2023 - Zoning Board of Appeals Report, Case #2022-Z-57, 1326 Wilmette Avenue, regarding a request for a special use for an accessory structure in excess of 200 square feet to permit the construction of an accessory structure (shed) in accordance with the plans submitted.

3.7 Introduction of Ordinance #2023-O-33 amending the Wilmette Village Code pertaining to accessory structures and artificial turf regulations.

FINANCE COMMITTEE CONSENT AGENDA

3.8 Presentation of the May 2023 Financial Report.

ADMINISTRATION COMMITTEE CONSENT AGENDA

3.9 Notice of vacancy on the Transportation Commission due to the term expiration of Andrew Levy.

3.10 Recommendation for the reappointment of Cameron Krueger to the Board of Fire and Police Commissioners.

3.11 Recommendation for the reappointment of Robert Fogarty to the Historic Preservation Commission.

3.12 Adoption of Ordinance #2023-O-38 authorizing remote meeting participation.

MUNICIPAL SERVICES COMMITTEE CONSENT AGENDA

3.13 Adoption of Resolution #2023-R-96 authorizing the Village Manager to execute a contract in the amount not-to-exceed $49,000 with Thomas Engineering Group, LLC, Oak Park, Illinois, for topographic survey services.

3.14 Adoption of Resolution #2023-R-97 authorizing the Village Manager to execute a contract in the amount not-to-exceed $32,812 with Soil and Material Consultants, Inc., Arlington Heights, Illinois, for geotechnical services.

3.15 Adoption of Resolution #2023-R-99 authorizing the Village Manager to execute a contract in the amount not-to-exceed $39,800 with Burns &

3.16 Adoption of Resolution #2023-R-100 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $7,000 with National Power Rodding Corporation, Chicago, Illinois, for catch basin cleaning services.

PUBLIC SAFETY COMMITTEE CONSENT AGENDA

3.17 Adoption of Resolution #2023-R-101 authorizing the Village Manager to execute a contract with Unique Apparel Solutions, Elk Grove Village, Illinois, per the unit rate schedule for fire department uniforms.

JUDICIARY COMMITTEE CONSENT AGENDA

3.18 Adoption of Ordinance #2023-O-41 creating a Class W Liquor License and increasing the number of Class W Liquor Licenses (Fajita Pete’s).

3.19 Adoption of Ordinance #2023-O-43 amending the Class U-1 Liquor License (Griffin’s).

4.0 REPORTS OF OFFICERS

4.1 Request for Executive Session pursuant to Section 2(c)(11) of the Open Meetings Act pertaining to pending, probable or imminent litigation.

5.0 STANDING COMMITTEE REPORTS

5.1 LAND USE STANDING COMMITTEE REPORT

5.11 Economic Development Update.

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

5.3 ADMINISTRATION STANDING COMMITTEE REPORT

5.31 Report on the Affordable Land Trust Program by Community Partners for Affordable Housing.

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

5.5 PUBLIC SAFETY STANDING COMMITTEE REPORT
All items listed on the Consent Agenda.

5.6 JUDICIARY STANDING COMMITTEE REPORT
All items listed on the Consent Agenda.

5.7 REPORTS FROM SPECIAL COMMITTEES
6.0 **New Business**

7.0 **Adjournment**
President Plunkett called the meeting to order at 6:00 p.m.

1.0 **ROLL CALL**

President: Senta Plunkett

Trustees: Kathy Dodd  
Kate Gjaja  
Gina Kennedy  
Stephen Leonard  
Justin Sheperd  
Gerald Smith  

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

Guests Present: Jasmina Delatorre, attorney for the Gambacorta Family Limited Partnership, LLC  
Sam Gambacorta, Gambacorta Family Limited Partnership  
Mike Aiello, Architect for the 1306-1316 Wilmette development  
Peter Lemon, Kimley-Horn  

2.0 **PUBLIC COMMENT**

There was no public comment.

3.0 **CONSENT AGENDA**

Trustee Dodd moved to approve the items on the Consent Agenda as follows:
3.1 Presentation of minutes from the Village Board meeting held on May 23, 2023.

**LAND USE COMMITTEE CONSENT AGENDA**

3.2 Presentation of minutes from the Historic Preservation Commission meeting held on December 6, 2022.

3.3 Presentation of minutes from the Zoning Board of Appeals meeting held on May 3, 2023.

3.4 Presentation of minutes from the Zoning Board of Appeals meeting held on May 17, 2023.

3.5 Approval of Temporary Use Permit #2023-TU-11 to permit the Saints Joseph and Francis Xavier Back to School Bash on Saturday, August 26, 2023, at 1740 Lake Avenue, from 6 p.m. to 10 p.m.

3.6 Approval of Temporary Use Permit #2023-TU-13 to permit the Wilmette/Kenilworth Chamber of Commerce Sidewalk Sale on July 14 and 15, 2023, from 9 a.m. to 5 p.m.

3.7 REQUEST TO TABLE - Zoning Board of Appeals Report, Case #2023-Z-17, 524 Park Avenue, regarding a request for a variation to alter a legal non-conforming detached garage.

3.8 Historic Preservation Commission Report, Case #2021-HPC-03, 810 Forest Avenue, regarding a request for a Certificate of Appropriateness for window replacements on the local landmark (Wischmeyer House).

**FINANCE COMMITTEE CONSENT AGENDA**

3.9 Approval of the May 2023 Disbursement Report.

3.10 Presentation of the FY 2022 Annual Treasurer’s Report.

**ADMINISTRATION COMMITTEE CONSENT AGENDA**

3.11 Presentation of minutes from the Environmental and Energy Commission meeting held on April 10, 2023.

3.12 Presentation of minutes from the Human Relations Commission meeting held on April 18, 2023.

3.13 Approval of minutes from the Electrical Aggregation Ad Hoc Committee meeting held on May 12, 2023.

3.14 Recommendation for the appointment of Maria DiLorenzo to the Board of Fire and Police Commissioners. Waiver of rules, appointment of Maria
DiLorenzo to the Board of Fire and Police Commissioners from June 13, 2023 to June 13, 2026.

3.15 Appointment of Jeanine Friedman to the Housing Commission from June 13, 2023 to June 13, 2026.

3.16 Adoption of Resolution #2023-R-91 authorizing the Wilmette Summer Concert Series.

3.17 Adoption of Resolution #2023-R-92 approving a contract in the amount not-to-exceed $73,000 with CivicPlus, Manhattan, Kansas, for the 2023 website redesign and five (05) years of website hosting services.

3.18 Introduction of Ordinance #2023-O-38 authorizing remote meeting participation.

**MUNICIPAL SERVICES COMMITTEE CONSENT AGENDA**

3.19 Adoption of Resolution #2023-R-93 authorizing the Village Manager to execute a contract in the amount not-to-exceed $66,403 with Chastain & Associates, Ltd., Schaumburg, Illinois, for Phase II engineering services for the Old Glenview Road Resurfacing Project from Skokie Boulevard to Wilmette Avenue.

3.20 Adoption of Resolution #2023-R-94 authorizing the Village Manager to execute a contract in the amount not-to-exceed $47,816 with Monroe Truck Equipment, Monroe, Wisconsin, for equipment outfitting of one Ford Super Duty Truck chassis with dump body.

3.21 Adoption of Resolution #2023-R-84 authorizing the Village Manager to execute a contract amendment per the unit rate schedule with F. J. Kerrigan Plumbing Company, Inc., Wilmette, Illinois, for emergency utility excavation and repairs.

3.22 Adoption of Resolution #2023-R-95 authorizing the Village Manager to execute a one-year contract in the amount not-to-exceed $4,900 with M.E. Simpson Company, Valparaiso, Indiana, for accuracy testing of master water meters of wholesale customers.

3.23 Adoption of Ordinance #2023-O-37 authorizing the disposal of surplus personal property owned by the Village of Wilmette.

**JUDICIARY COMMITTEE CONSENT AGENDA**

3.24 Introduction of Ordinance #2023-O-41 creating a Class W Liquor License and increasing the number of Class W Liquor Licenses (Fajita Pete’s).

3.25 Adoption of Ordinance #2023-O-42 increasing the number of Class C-1 Liquor Licenses (Taverna Naxos).
3.26 Introduction of Ordinance #2023-O-43 amending the Class U-1 Liquor License (Griffin’s).

3.27 Presentation of minutes from the Judiciary Committee meeting held on February 28, 2023.


4.0 REPORTS OF OFFICERS

4.1 Introduction of Maria DiLorenzo who is recommended for appointment to the Board of Fire and Police Commissioners.

Ms. DiLorenzo said she is an attorney with 33 years of experience and a 24-year resident of Wilmette. She said she considers herself a corporate generalist and has a strong background in community service and pro bono work. She said she is looking forward to serving the community in her new role on the Board of Fire and Police Commissioners.

4.2 Introduction of Richard DeLeo who has been appointed to the Appearance Review Commission.

Mr. DeLeo, who previously served on the Plan Commission, thanked the Board for his appointment to the Appearance Review Commission. He said he has lived in Wilmette for 20 years and is involved in a few other community organizations. He said he is an architect and master planner with 36 years of experience in commercial development. He currently works for a consulting firm and is looking forward to promoting good design and protecting the character of the Village through his work on the Appearance Review Commission.

4.3 Proclamation designating June 2023 as LGBTQ+ Pride Month in the Village of Wilmette.

President Plunkett thanked the Human Relations Commission for promoting Wilmette as an inclusive community. She then read the proclamation designating June 2023 as LGBTQ+ Pride Month in the Village of Wilmette.

4.4 Request for Executive Session pursuant to Section 2(c)(5) of the Open Meetings Act pertaining to general discussion of whether land should be purchased or leased by the public body.

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

Village Manager Mike Braiman reminded the community Village Hall would be closed for Juneteenth on Monday, June 19. He also said the Wilmette Summer Concert Series begins Tuesday, June 20, on the Village Green. He said the Acoustics on the Corner music series will commence as well over the weekend on Friday and Saturday evenings.

He then announced the Wilmette Police Department has begun utilizing body-worn cameras and will also utilize patrol car camera technology to aid in license plate reading in conjunction with the License Plate Reader technology which has begun to be installed at entry ways into the community.

5.0 STANDING COMMITTEE REPORTS

5.1 LAND USE STANDING COMMITTEE REPORT

5.11 REMOVE FROM TABLE – Zoning Board of Appeals Report, Case #2023-Z-20, 1306-1318 Wilmette Avenue, regarding a request for a special use for a townhouse dwelling development of more than 4 dwelling units per building, more than 1 building per lot with not all units fronting a public street, a 15.71’ building separation variation, a 60.08’ combined side yard setback variation, a 39.25’ combined side yard window well setback variation and a 38.91’ combined side yard window well setback variation to permit the construction of a 14-unit townhouse development. The use shall run with the use.

Trustee Dodd moved to remove from the table Zoning Board of Appeals Report, Case #2023-Z-20, 1306-1318 Wilmette Avenue, regarding a request for a special use for a townhouse dwelling development of more than 4 dwelling units per building, more than 1 building per lot with not all units fronting a public street, a 15.71’ building separation variation, a 60.08’ combined side yard setback variation, a 39.25’ combined side yard window well setback variation and a 38.91’ combined side yard window well setback variation to permit the construction of a 14-unit townhouse development. The use shall run with the use. The motion was seconded by Trustee Smith.

All voted aye. The motion carried.

Trustee Dodd moved to approve Zoning Board of Appeals Report, Case #2023-Z-20, 1306-1318 Wilmette Avenue, regarding a request for a special use for a townhouse dwelling development of more than 4 dwelling units per building, more than 1 building per lot with not all units fronting a public street, a 15.71’ building separation variation, a 60.08’ combined side yard setback variation, a 39.25’ combined side yard window well setback variation and a 38.91’ combined side yard window well setback variation and a 38.91’ combined side yard...
window well setback variation to permit the construction of a 14-unit
townhouse development. The use shall run with the use. The motion
was seconded by Trustee Gjaja.

Community Development Director John Adler gave a summary of the
case, stating the special use requests have to do with the number of
units in a building, the number of buildings on the lot and the fact that
some do not face the street. He said the variations are related to the
combined side yards, window wells and the separation of the two
eastern units in relation to another building. At the Zoning Board of
Appeals (ZBA) meeting, there were neighbors who objected and
some who supported the case. He said the ZBA gave a negative
recommendation with a 1-6 vote. He outlined the standards and
hardships and showed a site plan depicting the setback variation and
number of units requests. He also showed an aerial photo of the site
as well as the corresponding zoning map.

The applicant’s attorney, Jasmina Delatorre, clarified that before she
joined the developer’s legal team, she sent an email in support of the
project, so she requested her email be withdrawn in light of her
current involvement. She said the Gambacorta Family Limited
Partnership is a Wilmette family wanting to make a beautiful 14-unit
townhome development in their own community. She said there are
3 different parcels in the development located in an R-2 zoning
district. She said the legal standards are there to guide development
but must be applied practically. This particular zoning calls for the
promotion of transitional development between single-family and
commercial uses. She said when they went through the ZBA
process, certain components of the Comprehensive Plan were
referred but not the entire Plan itself. She said the overall Plan is
designed to allow the community to grow and evolve, not remain
static. She said the Wilmette vision statement says Wilmette should
encourage adequate housing for a wide range of individuals and
families that make up the community. She said this may not always
be primarily single-family detached dwellings. Ms. Delatorre said in
2000 there was also acknowledgment that the Zoning Ordinance
should allow for an increase in multi-family dwelling units and
townhouse developments. She said she knows the Village is
working on a new Comprehensive Plan; however, in the new outline
for the Plan, it clearly states the desire to encourage development
and offer appropriate modern uses while keeping the Village’s
sustainability goals in mind, specifically efforts to decrease
dependence on automobiles. She said this development would be
near public transportation, which is directly in line with one of the
Village’s sustainability objectives. She said it is also close to
downtown where the businesses and restaurants would benefit from
the residents of this development’s patronage. She said overall this
development is positive to the community, and much care and
attention has been given to ensuring it will fit in with Wilmette’s design character, zoning regulations and goals.

Ms. Delatorre addressed the concern about traffic, stating the independent study performed by Kimley-Horn determined there were no detrimental effects on the neighboring properties regarding traffic issues.

Mr. Sam Gambacorta, member of the Gambacorta Family Limited Partnership and Wilmette resident, gave an overview of his family’s history in Wilmette, stating they have been here since 1930. He summarized how ownership of the site came to be with his family acquiring the properties at different times until they owned all three which total 1.1 acres. He showed a diagram depicting the portion of the alley they are requesting be vacated to straighten out the rear property line. He said Village Engineer Dan Manis reviewed this section of alley and said the proposed vacation would not impact the current use of the alley. He said they held a public meeting at the Wilmette Library and invited over 50 neighbors. Only 2 attended and were both supportive of the project.

He said they chose the location based on the zoning regulation to allow attached housing that transitions to areas of commercial properties or multi-family uses to areas with predominantly single-family detached dwellings. He said this particular site allows for continuous townhomes from the development at Park Avenue and Wilmette Avenue. He said this would become a contiguous attached series of homes from the R-2 district to the VC district.

Mr. Gambacorta said in the past there had been a developer who had tried to get approval for a development at 1314-1318 Wilmette Avenue and were told by former ZBA member Ted McKenna that he could not support the development because it was mid-block and that if they were to purchase adjacent properties, he could be supportive. Mr. Gambacorta said when 1306 Wilmette came up for sale, they purchased it to enlarge the site. He said he reached back out to Ted McKenna for his opinion, which was supportive of the project if 1306 Wilmette would be acquired. Mr. Gambacorta read a recent email Mr. McKenna sent in support of the development. He then showed current photos of the proposed location and a plat of subdivision to demonstrate where the townhome development would be positioned. He discussed the density study that was performed to determine how many units would be appropriate for the development, stating they determined the average area of land per unit was 3,396 square feet. However, after comparing other developments in the immediate area, they proposed 14 units in their development rather than 16 with an average of 3,442 square foot per unit. He said this closely matches the surrounding townhome developments.
Mr. Gambacorta then discussed a Character and Neighborhood Context Study conducted by Andy Cross of The Lakota Group. He showed an aerial photo of the proposed location for his development in relation to the other 3 townhome developments in the surrounding area. In conducting the study, Mr. Cross toured the area and made notes on the architectural characteristics of all different dwellings, which Mr. Gambacorta said were utilized in their project. He said Mr. Cross also looked at comparable developments at 601-617 Park Avenue, 1400-1416 Wilmette Avenue, 638-644/1325-1331 Central Avenue and 1300-1308/705 Park Avenue to review community characteristics. Mr. Gambacorta gave a description of their proposed development, stating there would be 14 2.5 story units consistent with the other townhomes in the neighborhood. He showed pictures of the proposed units and a landscape plan of the development. He said there will be one entrance/exit off Wilmette Avenue with an exit-only drive to the alley. He said the properties along the alley side of the development have detached garages while the others have attached garages with parking spaces in front of the garage doors. He showed a rendering of the development and the single-family home on the west property line, which indicated some privacy shrubbery to block views of the development’s patios. He also showed a picture of the detached garages off the alley and indicated on the landscape plan all the green space as well as the privacy shrubs and trees. He showed a rendering of the end units off Wilmette Avenue and highlighted the architectural characteristics used to reflect a single-family home appearance.

He requested the Board use past townhome developments as guides in assessing this project, as some of them have more variations and special use permits than he is requesting. He then showed pictures of some of these developments. He closed by stating that their proposed development has minimal variation/special use requests, fits in well with the neighborhood and will serve the needs of young, new families or residents wishing to downsize but stay within the community.

Mike Aiello, architect for the development, gave a brief presentation on the development. He addressed some concerns from the ZBA meeting regarding what could be built by right without special use or variations. He showed some street elevations of the proposed development and elevations if the development was being built by right. He said the units that would be constructed by right would be far bulkier. He said if we were to build a development by right, we would be allowed 8 units and not the 4 that was mentioned at the ZBA meeting. He said while the 14 units we are requesting is more than the 8 allowed by right, it is down from the 16 that we originally wanted to build. He said the traffic study showed minimal impact to traffic, as the one main entrance should alleviate any bottlenecking
on Wilmette Avenue. He said they have met the impervious surface coverage requirements, and the development fits in with the architectural style of Wilmette and compliments Wilmette’s traditional single-family character. He said the design includes entrances with covered porches, roof gables, chimneys, bay windows and private garages which mimic features on single-family homes. They also feature a mix of materials that are found in the neighborhood. He said we maintained the height and area of the neighborhood while providing a product that is appealing to young families and empty nesters. He said all these elements have been incorporated to make the development blend in with the surrounding properties.

Trustee Kennedy asked if Mr. Aiello thought people looking to downsize want living space on 4 floors.

Mr. Aiello said the living space is primarily 2 floors with a basement and attic.

Trustee Kennedy said even without a finished attic, that is still 3 flights of stairs for elderly people to climb.

Mr. Aiello said many people just want less square footage and the number of floors is not a factor.

Trustee Kennedy asked if Mr. Aiello thought young families would consider this development safe without fenced yards and the close proximity to Wilmette Avenue.

Mr. Aiello said he was not sure, but if the Village were to condition approval upon the installation of fencing, they would be open to it.

Trustee Dodd asked why the development is being marketed as rental units instead of for purchase.

Mr. Gambacorta said his primary focus is in the rental business in Wilmette. The plan was to build the development themselves, own the property and manage it themselves. He said there is demand for rental properties by young families and empty nesters.

Trustee Kennedy asked what the price point is for the rentals.

Mr. Gambacorta said they have not set the price yet. He said it would be similar to what the blue townhouses on Park are going for. He said the property taxes will also factor into the rent.

Trustee Kennedy asked if his lender required a financial study.

Mr. Gambacorta said we do not have a lender. He said they would finance and build themselves.
Trustee Kennedy moved on to questions regarding traffic, stating the traffic study was done over a year ago.

Peter Lemon of Kimley-Horn said they prepared the traffic study in spring of 2023 but the bulk of it was done last year.

Trustee Kennedy said the study was based on existing traffic; however, the Optima building is almost done. She asked how that would affect the traffic and if that was factored into the study that was completed.

Mr. Lemon said typically traffic impact studies contain traffic counts of existing conditions, traffic projections from development and ambient growth in the neighborhood. He said they did meet with Village staff and talked about the scope of the study. He said given the size of the development, the traffic study was “light.” He said the additional traffic that would be generated by the 14 units is pretty minimal – 7 or 8 total ins and outs during peak hours. He said this amount of traffic will not push intersections beyond capacity.

Trustee Kennedy asked what is the tipping point for the number of units that would cause impact to the traffic.

Mr. Lemon said they did some review of Wilmette Avenue and the queuing of traffic. He said the railroad crossing can cause issues but that would be occurring whether the development was there or not. He said their observations showed that the traffic queuing did not go past where the driveway would be on Wilmette Avenue, but that is not to say it could not happen. He said drivers would have the option to go west, use the alley to get to Park and go south to the signal. He reiterated that the traffic volume is not going to have a significant impact.

Trustee Kennedy said we had a very detailed traffic study in connection to Optima and one of the key concerns was Green Bay Road and the fact that most people will be traveling east. She said it is not as if you can go west on Wilmette and get to where you want to go east.

Mr. Lemon concurred and said he was involved in the study for Optima.

Trustee Kennedy said in 2022 people were not commuting downtown the way they are today and not as much as they will be next year, since businesses are trying to get people back in the office. She said she thinks that this study seems inadequate in addressing the real situation here as it exists now or in the near future when the projects are finished.
Mr. Lemon said Optima traffic has a few directions the traffic can travel and one of them is Park to Central.

Trustee Kennedy said then Park would become an arterial street.

Mr. Lemon disagreed and said it is a public street which people may choose to drive on. He said he would expect to see some additional traffic on Park from Optima but that 14 units is not going to generate a significant level of traffic.

Trustee Shepherd asked if there was a specific number of units that would be considered problematic.

Mr. Lemon said it is difficult to say; however, he would estimate it would take dozens more units to impact the traffic in the area. He said the bulk of his experience in these traffic studies is for developments that have hundreds of units. He said Metra use can also affect the traffic projections.

Trustee Kennedy said the applicant’s attorney implied that because there was no additional evidence to the contrary, we would have to automatically accept the traffic study.

Corporation Counsel Jeffrey Stein said that is not true. It is the applicant’s burden to prove they have met the standards. He said the ZBA has the right to take their own professional experiences and ideas to make their recommendations. The Village Board has the right to form their own opinion on whether the standards have been met and if a hardship exists.

President Plunkett said the Board has thoroughly reviewed the case and read all prior public comment emails and letters. She said Board members have also watched the ZBA meeting recording. She said Board members may not be asking a lot of questions regarding this case; however, that is because they have done their due diligence prior to the Board meeting. She then called for public comment.

Judith Goodie, 436 Prairie Avenue, said she heard there is a possibility of a new plan. She opposes the plan that is before the Board this evening, but if there is a new plan, it needs to go back to the ZBA and staff to be thoroughly reviewed before being considered by the Village Board. She said she opposes this plan because it contrasts the Comprehensive Plan and doubles the density that was permitted in 2000 when the Plan was written. She said there is no public benefit and would not preserve the character or scale of our present neighborhood. She suggested that if the 14-unit plan were adopted, other developers would attempt to do the same with other 50’ parcels in the surrounding area. She said the Comprehensive Plan works to avoid incremental changes that can lead to more
changes, which this could clearly do. She said zoning requirements for this size site only permit 8 units and the Board should adhere to its policies.

Margaret Smith, 1322 Wilmette Avenue, said she previously was in the home building business and built 27 houses in Wilmette. She said in all those years, she never asked for a variation for new construction, as she knew she had to conform with the rules. She said this lot is a large rectangular site, but they are asking for several variations and an alley vacation which is outrageous. She said the side yard setback variation is of concern for her because her two-flat is set toward the east side lot where the patios would be in the proposed development. She said she anticipates that residents there would be utilizing their patios for grilling, listening to music and entertaining, which may be impactful to her. She said the rendering provided by the developer is not to scale and is very deceptive. She said her bedroom windows are 4.5’ from the lot line, and the patios are 14’ from the bedroom windows, which is very close. She said before the developer began his project, there was a home next to her that was closer to her lot; however, it was not a problem because there was a side yard on that side, which no one really used, and entertaining was done in the backyard. She said this seriously injures the enjoyment of her property and sets a precedent for the R2 district. She asked why we have zoning laws if they will blatantly be disregarded. She said snow removal will also be an issue, as there is no room to pile the snow. She said she really would like to see development next to her lot as opposed to a vacant lot; however, Mr. Gambacorta’s development would seriously impact the enjoyment of her own property. She concluded by requesting the Board deny the request.

Carlos Mena, 431 Prairie Avenue, agreed with the points Judge Goodie and Ms. Smith made. He added that Prairie and Wilmette is a school crossing and it is not uncommon for Wilmette Avenue to back up from Green Bay Road to Prairie Avenue during school drop-off/pick-up or during commuting rush hour periods. He said he has friends who reside on Wilmette Avenue that find it difficult to exit their driveways during these time periods. He said the idea of 14 units emptying on Wilmette Avenue at that intersection seems dangerous with the children crossing. He said it would also be congested. He closed by saying he does not believe the development would be in character with the neighborhood.

Marie Jones, 1058 Linden Avenue, said she supports townhome developments in general, but not the proposed 14 units on this site. She said there is no good reason to give the variations, as there are no hardships. She said if the variations are granted, the precedent is set, and more developers will want to build large developments which she does not feel are appropriate in the R2 district. She said
she does not believe the authors of the Comprehensive Plan saw this as the fate of the R2 district. This is not hypothetical, as there is a large piece of property near the nursing home on Poplar Avenue and we have seen large townhouse developments in the past which have been turned down. She said the properties across the street from this site are old and there is nothing to stop the owners from banding together to create a 100’ lot and attempt to construct another large-scale development. She implored the Board to deny this request, avoid a precedent and allow the R2 district to remain a townhome and single-family district.

David Melchiorre, 1400 Washington Avenue, said we need more options like this development. He said this site is very desirable for this kind of development and the project is thoughtful and well-designed. He said there are similar developments nearby and they have only enhanced the neighborhood. He said the proposed site is not located in the middle of single-family homes. It is located near the library and downtown shops and restaurants. He said Wilmette Avenue at times can be busy but even if every unit in this development had 2 cars, it works out to be 1 car every 12.5 minutes which is not even a hiccup in the grand scheme of things. He concluded by saying when he is ready to downsize, he hopes there will be options available like this.

George Gevaris, 821 Ridge Road, said since 2017 there has been a total of 89 dwelling units brought to market and soon, we will have Optima. He said he feels Wilmette needs more multi-family housing options for those just entering the market as well as those wishing to downsize. He said he hopes the Village Board will consider the project fairly.

Meg Maris, 1200 Cleveland Street, said she is part of the Gambacorta Family Limited Partnership and has managed many rental properties within the Village. She has great relationships with all her tenants and said that many 70-somethings have expressed they actually want the stairs. She said these units are a great opportunity for a variety of people and they promote diversity and inclusivity, which is one of the Village’s goals. She concluded by saying the units will be family-managed for generations to come.

James Smith, 1319 Wilmette Avenue, said he is opposed to this new construction because the developer should be able to follow the zoning ordinances dedicated to that area. He added that traffic is already bad in the area as well. He then said it is not fair the developer’s team was allotted so much time to speak but residents were limited to 3 minutes.

Paul Wilson, 527 Park Avenue, said he went to the developer’s presentation at the library and was impressed with what they
proposed. He thought it was a great solution to a long-term vacant property. He said it fits in with the neighborhood and is a great transition from downtown to single-family homes. He said the traffic will always increase as a general rule and that 14 units will have minimal impact to traffic.

Jonathan Meyer, 1319 Central Avenue, said he is completely against this, as it is too crowded and has no green space or sidewalks. He said there was a previous proposal for half the units that was denied in 2015 and now this development wants part of the alley. He said the alley is already crowded and difficult to navigate with snow piled along the sides. He said in 2015, Mr. Gambacorta gave a presentation against the smaller project, stating it would have a drastic negative impact on the neighborhood character and lower property values. He said standard logic would say this would apply to this development as well. He said there is no hardship, and the developer has options to build something without variations or special use.

Mary Campbell, 400 block of Prairie Avenue, said she is concerned about traffic but more about the safety of the children who attend school in the area. She said traffic already gets backed up on Prairie and with more cars coming, it will make it worse. She said another traffic study should be conducted. She said she hopes the Board will take into consideration what the ZBA’s recommendations were and deny the request. She concluded by saying there are just too many units in the development.

Heidy Hammond, 423 Prairie Avenue, said she does not support the project and that she is concerned about traffic with the school being so close to the project area. She said many students walk or ride their bikes and she is concerned for their safety.

President Plunkett closed public comment.

Ms. Delatorre addressed some concerns and questions raised earlier in the evening. She said downsizing does not necessarily mean retirement or senior housing; it is a broader category. She said fences may be an appropriate condition.

She said the Board has 4 decisions they could make; approve the project, deny it, approve it with conditions or take the matter under further consideration. She then addressed her earlier comments about the traffic study, stating she did not mean to say the Board would not have the right to ask follow-up questions.

She said rental units serve a need, which is a component of the Comprehensive Plan. She clarified that there is no other “new” plan in the works and the drawing referenced earlier is to scale. She
requested the Board not presume that any of our owners would push the snow on neighboring properties. She said the Chair of the ZBA made comments that their plan for 14-units was more favorable to the neighborhood than a purely by right development. She said townhomes are allowed under R2 and the previous proposal from 2015 is not what is before the Board today, and she requested Board members disregard comments related to that. She said traffic around schools is a Village-wide issue and not caused by this development. She concluded by requesting the Board approve this application as presented and reminded the Board they can place conditions as they see fit in light of the evidence presented.

Mr. Gambacorta thanked the neighbors for their input. He said they used the Comprehensive Plan as a guide with reference to the issues raised about density, and they used what was in the Plan at the time. He said he opposed the case in 2015 because it had a main driveway running from Wilmette Avenue to the alley along his property line at 1310 Wilmette Avenue. He said as a neighbor, he did not like the idea of looking at garage doors and vehicular traffic. He said that is why when they created this project, they designed the garage doors and car activity in such a way that the neighbors would not be impacted.

Trustee Dodd asked where the crossing guards are along Wilmette Avenue. She said she knows there is one at Prairie and Wilmette Avenues.

Mr. Lemon said there is one at 15th Street and Wilmette Avenue.

Trustee Dodd said she is torn. She wants townhouses in this location and in the community. She said it is clear from the feedback we have garnered during the Comprehensive Plan rewrite that this is something residents want as well. She said she believes that the R2 district is transitional and supports this type of development. She said she does not have a concern over traffic in the area and she trusts Peter Lemon’s professional opinion. She said he has been before the Board many times and she trusts his judgment. She said the development is not big enough to impact traffic on Wilmette Avenue. She said we already have traffic at that location so maybe staff can look at that; however, it is not a reason to not support this proposal. She said she is not concerned about the alley. The alley is a public right-of-way to be utilized for the purposes of getting to and from a residence. She said she looks at the character of the neighborhood as more than just one street. She said when she drove this neighborhood, she saw many townhouses in the immediate area so she does not share the concern that this development would change the character of the neighborhood. She said she understands residents’ concern over density and hears they consider 14 units to be too many. She said her main objection is the
west side yard setback, as it will require a variance, and she does not believe a hardship exists. She then said she is a very reluctant “no,” and she is disappointed that this is where we are. She said she has been a Trustee for 6 years and has not seen an application that the Plan Commission, ZBA, staff and residents did not want. She said after all that feedback, minimal changes were made to the proposal. She said she wants townhouses on this development and asked the applicant to go back and work to revise their proposal to reflect the feedback received, particularly regarding the west side yard.

Trustee Sheperd said there are some issues with the combined side yard and the hardship required for that. He said he wants to see townhomes here but there is a scale issue which is causing contradiction with the character of the neighborhood. He said there have been variations granted to other townhome developments, Poplar Avenue in particular, where changes to the plan were made as the process evolved which caused neighbor sentiment to change from opposed to supportive.

Trustee Smith concurred that townhomes are a necessity as well as rental units, but the size and scope of the project are too big. He said it should be amended, resubmitted and reviewed. He said it appeals to affordability and downsizing, but it needs work on the size.

Trustee Kennedy said she is concerned about the traffic and safety on Wilmette Avenue. She said any addition cannot be considered minimal, as the residents on Park and Prairie Avenues have seen an increase in the traffic there. She said these are not meant to be through streets. She said she is also concerned about the character of the neighborhood. She said there is little green space and 3 trees will be removed with no space to replace them with canopy trees. She said that is out of character with the neighborhood. She said this could have been designed differently to provide for canopy trees, which is significant. She said she does not see any criteria for the variances being met and a smaller development could be built. She said she wants more townhouses in the Village, but this is too much in too small an area.

Trustee Gjaja said she appreciates the Gambacorta Family’s work on this proposal and believes they want to do the best for the community. She said she agrees that townhomes would be an excellent use on this site. She said she believes in Peter Lemon and trusts his expertise regarding the traffic study. She believes there may be traffic issues in the area but agrees the size of the development is not going to contribute heavily to the issue. She said she is a “no” vote as proposed. She would like to see something like this but not quite this.
Trustee Leonard agreed with his fellow Trustees and said every concern raised this evening could be remedied with substantially less density. He said he was intrigued by the by right plan and believes something similar to that plan would be supported by residents and Trustees alike. He asked the developer to decrease density and resubmit a new proposal. He said he would like to work with them to get something approved.

President Plunkett said much work was put into this project and knows there are many considerations that were put in because they were beneficial and those are appreciated. She said this Board believes it is too many units and the character is misaligned with what is currently there. She said the character of the neighborhood is many different homes, each with its own aesthetic that fit well with each other. She said this development is a lot of the same thing in a concentrated space that really stands out. She said she is not opposed to variations; however, with the side yard setback and back yards so close to another property, that may be difficult to overcome. She suggested redesigning the development, incorporating the feedback received and resubmitting the application.

Trustee Dodd said she has been on the Board for 6 years and has only had one townhouse application. She said while we keep saying we need and want this type of housing, we should be aware that only having one application in 6 years may indicate some roadblocks, which may need to be addressed in the upcoming drafting of the new Housing Plan.

Trustee Kennedy said if there is a barrier, that should be investigated; however, we do not see applications for developments with no variations. She said many townhomes have been constructed, but we may not have reviewed the application because they have not requested any zoning relief.

There was no further discussion on the topic.

Voting no: Trustee Dodd, Sheperd, Smith, Leonard, Gjaja, Kennedy and President Plunkett. Voting yes: none. The motion was denied.

5.2 Finance Standing Committee Report
All items listed on the Consent Agenda.

5.3 Administration Standing Committee Report
All items listed on the Consent Agenda.

5.4 Municipal Services Standing Committee Report
All items listed on the Consent Agenda.

5.5 Public Safety Standing Committee Report
No report.

5.6 **JUDICIARY STANDING COMMITTEE REPORT**
All items listed on the Consent Agenda.

5.7 **REPORTS FROM SPECIAL COMMITTEES**
No reports.

6.0 **NEW BUSINESS**

There was no new business.

7.0 **ADJOURNMENT**

Trustee Gjaja made a motion to adjourn from the Board meeting at 8:29 p.m., seconded by Smith Kennedy. All voted aye. The motion carried.

Respectfully submitted,

Karen Norwood
Deputy Village Clerk
MEETING MINUTES
Appearance Review Commission

April 3, 2023
7:00 p.m.
Village Hall Council Chambers
1200 Wilmette Avenue

Members Present:
Nada Andric
Richard Brill
Devan Castellano
Jeffrey Saad
Jonathan Zee

Members Absent:
Doug Johnson

Staff Present:
Lucas Sivertsen, Assistant Director of Community Development
Kate McManus, Planner III-AICP

Guests:
Jeff Curley, WS Development
Molly Gasperi, WS Development
Madeline Madden, Wayfair
Matt Stried, JNB Signs
John Burke, Bank of America

I. CALL TO ORDER

Chair Castellano called the meeting to order at 7:03 p.m.

II. APPROVAL OF MINUTES

Commissioner Brill moved to approve the March 6, 2023 Appearance Review Commission minutes. The motion was seconded by Commissioner Zee. Voting yes: Commissioners Andric, Brill, Castellano, Saad, and Zee. The motion carried.
III. CASES

2023-AR-01
3232 Lake Avenue

WS Development
Certificate

Ms. McManus introduced the case noting that the applicant requests changes to a previously approved plan. The proposed changes are limited to color changes to cement plaster and painted brick, color changes to the wall signs, increased boxwood plantings and clematis along the north elevation, additional plantings on one parking island, the addition of security bollards to the lighting plan, and modifications to north elevation including an enlarged window and vertical frame for climbing vine in response to the Commission’s feedback at the previous meeting.

Ms. Madden reviewed the revised renderings and said that the plaster wall features subtle lines which tie into the terracotta tiles and window mullions. She reviewed changes to the purple pinwheel and said a landscaped wall and elongated window were added to the left of the promenade. She reviewed the materials and said there are no major changes. The landscaped bed was deepened, and they reintroduced landscaping around the corner. Lighted bollards were added for safety and for traffic to ensure pedestrian safety. The bollards are in locations without plantings. Plantings were added on promenade parking area and by the employee entrance. The landscaping along the north wall includes boxwoods and planters at the front of the store. There are no changes to the plant selection. There are no changes to the signage sizes, only colors.

Commissioner Zee said he appreciates the changes and asked how the scale of the seams were determined. Ms. Madden said that the panels appear more prominent in the perspectives and the joints won’t be that noticeable. The panels are the maximum square footage that the plaster allows. The wall was white brick before, and the plaster is less busy than brick. She explained that the planes on the current building don’t exist, and the wall is the location of the former entrance. Commissioner Zee said he misses the texture of the brick and asked if the material was dictated by budget and timeline. He complimented the window and said he would prefer it to be larger. Ms. Madden said the window is limited by the ceiling height and beams. She said the door can’t be hidden because it is the fire escape to the stairwell. Commissioner Zee suggested it be painted to match the plaster.

Commissioner Brill said the north wall changes are responsive and he has no questions or comments.

Commissioner Andric thanked them for their effort and asked if there was a night version perspective. In response to questions from Commissioner Andric, Ms. Madden said the lighting is consistent and the double-height atrium window will be lit and visible from the outside. The lighting is intended to be warm and welcoming, and the window light will draw people into the store. Commissioner Andric said it is important that there is a coherent message on the lighting from all the openings with consistent brightness. She asked about the illumination of the parking lot. Ms. Madden explained that there are no plans or changes to the parking lot. Commissioner Andric asked about the experience of the customer from the parking lot to the store. Ms. Madden said the bollards mark the sidewalk and the lighting is 3000 Kelvin to convey a feeling of safety. She said any changes to parking lighting will come to the Commission at a future meeting. The current lighting plan for the site is cohesive and there are
lights under the canopy that provide a warm glow at the entrance and exit. Nice soft lighting extends over the outdoor café and the entrance location will be clear. Lighting will be similar to residential lighting. The lighting comes from the window, the double height atrium, and the safety bollards pulling you into store. She said the customer pick up area will also be well lit, but soft.

Commissioner Saad said he wasn’t able to comment previously as a Gensler employee, but that he is now able to review the project as he no longer works there. He asked for clarification on the green walls pointing out that the elevations and renderings are shown differently. Ms. Madden said there are two green walls with superstructures to anchor to the building. She explained that plaster is proposed due to issues on the lead time for brick. The opening is planned for 2024 and the terracotta tile was previously approved so there are no issues getting that material. The goal was to have the building feel cohesive with the rest of the plaza. Commissioner Saad said he prefers more color on the pinwheel. Ms. Madden said there is a brand change and corporate direction is to limit the colors to purple and white, which can stand against many other colors. The green walls, terracotta tile, interior colors, and landscaping all help to add color. Commissioner Saad said he has concerns on the materiality and going to a cheaper material.

Chair Castellano said the colors are more jarring, and the multi-color pinwheel had a more organic feel. The colorful pinwheel ties into the landscaping, which is lost with one color.

Commissioner Zee pointed out that the colors are no longer meaningful for the brand. Ms. Madden said they are open to feedback regarding color but requested approval for the building construction to move forward. She said there might be other ways to introduce color such as a mural.

Chair Castellano said she appreciates the change to the window and promenade noting the glimpse into store adds appeal. The additional parking lot landscaping is appreciated.

In response to a question from Commissioner Brill, Ms. Madden said there is an existing mechanical penthouse on the roof. It will be painted white, and the clerestory roof is in front of mechanical penthouse.

In response to a question from Commission Saad, Ms. Madden said the louvers are existing and will be painted to match. All HVAC equipment will be screened. The material is MT-06 as noted on the plans but will be white. She said material samples were provided at a previous meeting and were approved. The terracotta color was finalized.

In response to a question from Commissioner Zee, Ms. Madden said the return on the east wall is white metal.

Chair Castellano and Commissioner Zee suggested looking at the joint line patterns. Commissioner Zee said there might be ways to tie the plaster to the white metal or terracotta, so it feels more intentional. He said the gray elevations are the background and the white volumes are calling attention to themselves against the backdrop of the gray. The wall could be more intentional and unified.
Commissioner Saad said he agrees with Commissioner Zee’s comments noting that there is minimal attention paid to the north wall and the Commission’s purview is to consider all 4 elevations.

In response to a question from Commissioner Saad, Ms. McManus said the building design has previously been approved other than the revisions outlined in the case report.

Commissioner Zee said he understands the investment of the east elevation, but the experience of visitors on the north side should be considered. He suggested looking at ways to introduce more color to the pinwheel.

In response to a question from Commissioner Saad, Ms. Madden said there are 2 floors with shelving furniture areas. She said customers can’t walk through it but can see it when shopping. It consists of living and outdoor sections at the front.

Commissioner Zee moved to approve Case 2023-AR-01, 3232 Lake Avenue, conditioned upon the following:

1. The pattern of the expansion joints on the north wall should be redesigned and return to the Appearance Review Commission for review.
2. Consideration should be given to integrate more color into the signage logo and pinwheel designs. Options should return to the Appearance Review Commission for review.

The motion was seconded by Commissioner Saad. Voting yes: Commissioners Andric, Brill, Saad, Zee, and Castellano. Voting no: None. The motion carried.

2023-AR-14
1515 Sheridan Road
WS Development
Sign Variation

Ms. McManus introduced the case noting that the Commission provided a preliminary review of the proposed columns at a previous meeting. The request is for a sign variation to display two monument signs. One monument sign is permitted on the site. The Commission reviewed the design and material samples at the last meeting and the final proposal meets the height and sign regulations.

Mr. Curley said the proposal is consistent with the plans presented at the last meeting. He said there are two brick piers referred to as monument signs and they are seeking a variation to install one for a total of two. He reviewed the plan and the pier locations off Sheridan Road noting that each pier has painted black pin mounted letters. He said ground mounted lighting is proposed at the back of the pier.

Commissioner Saad said he is supportive of the request as long as the lighting temperature is appropriate.

Commissioner Andric said she is supportive of the project but noted that the sign is a little timid and the name is subdued.
Mr. Curley said Plaza del Lago is a special place and the commercial nature of the area has evolved. He said the signs are intended to be more residential in scale to express the location. He said there will be other opportunities for signage for tenants and wayfinding. He believes the signs are appropriate in scale. In response to a question from Commissioner Andric, he reiterated that ground mounted lighting is proposed.

Commissioner Saad said he likes the simplicity and quietness of the sign.

Commissioner Brill said he is comfortable with the proposal.

Commissioner Zee said he has no comments or questions.

Chair Castellano said that the scale makes sense. Hearing no further questions, she asked for public comment.

Mr. Klodzen, 1625 Sheridan Road, asked why he had just found out about the proposal. Ms. McManus said that there was a preliminary review, and this is the first variation request. Notifications were sent out as required.

Mr. Klodzen said he has concerns with sight lines issues. Mr. Sivertsen confirmed that the Engineering Department has reviewed the proposal. Mr. Klodzen debated the location of the sign and said it’s dangerous. He said people drive badly there and there was a big problem with the outdoor seating area.

In response to a question from Chair Castellano, Ms. McManus said the signs meet the zoning requirements and the Village Engineer will review again prior to a permit being issued.

Commissioner Saad suggested that the setback could be increased, and the landscaping reworked. Mr. Klodzen said there is no room to play with the location.

Mr. Curley said the driveway was slightly widened. Mr. Klodzen said there is constantly a problem with parking, and he can’t see people backing up and it’s been that way for 29 years.

Commissioner Saad said widening the turning radius helps. Mr. Klodzen said he is a civil engineer and knows that it doesn’t help.

Mr. Sivertsen said he is involved in the site plan review process and confirmed that the Village Engineer approved the location and that the columns were moved back further to provide better sight lines.

He questioned the Village Engineer’s decision noting that he can’t see in either direction when pulled out onto the sidewalk. He said the sign location doesn’t make any difference but is a dangerous situation. He said the sign should be several feet from the curb.
In response to a question from Commissioner Saad, Mr. Curley said narrowing the entry to provide a buffer from the signs would not be an improvement.

Mr. Klodzen said the speed people drive is too high and there should be a traffic signal. It took years to put a crosswalk in and no one stops. He said it is a bad situation made worse.

In response to a question from Commissioner Saad, Mr. Klodzen said his major concern is crossing Sheridan Road and pedestrians on the sidewalk. He said seniors can’t get across the street. Commissioner Saad said his concerns should be directed to the Village.

Ms. McManus stated that the concerns expressed are beyond the purview of the Commission and encouraged the resident to speak with the Village Engineer or at a Village Board meeting. The Commission doesn’t review safety, traffic, or right of way issues.

Commissioner Brill said the Commission appreciates the comments made, but that there are proper channels to go through with concerns.

Mr. Klodzen said he has tried to work with the Village on breathing charcoal fumes from Cluckers and no one takes him seriously.

Commissioner Brill said the Village Board takes public comment at meetings and can hear these concerns.

Ms. McManus said the variation request will go to the Village Board at the 2nd meeting April.

Chair Castellano encouraged Mr. Klodzen to attend that meeting to express his concerns.

Decision

Commissioner Saad moved to recommend granting a sign variation request to install an additional monument sign to display a total of 2 monument signs. The motion was seconded by Commissioner Brill. Voting yes: Commissioners Andric, Brill, Castellano, Saad, and Zee. Voting no: none. The motion carried.

Findings

The Commission finds that given the unique character of Plaza del Lago and appropriate scale of the proposed signage is reason for granting the requested sign variation. The variation will not negatively impact the character and appearance of the commercial streetscape.

Commissioner Andric moved to authorize the chairman to approve the case report for the Village Board’s April 25th meeting. Commissioner Brill seconded the motion. Voting yes: Commissioners Andric, Brill, Castellano, Saad, and Zee. Voting no: none. The motion carried.
Ms. McManus introduced the case and said that a sign variation is requested for three wall signs for the existing Five Guys location. The applicant is proposing an increase in letter height. Eighteen inches is permitted, and 22.5 inches is proposed. The wall signs meet the coverage limits and quantity of signs permitted by the local sign ordinance.

Mr. Stried said that he is the national sign provider for Five Guys. He showed images of the current sign with 18-inch letters installed in 2011. He said that at that time, there was no uniform branding, and the color of the letters were determined by the color of the building. They are proposing 18-inch letters with a border. The border increased the overall height necessitating a variation. He said the branding includes the border and explained that some landlords did not like the boxy look which is why it wasn’t proposed in 2011. He said the red border provides a contrast to the white letters.

Ms. McManus confirmed that the letter border counts toward the overall letter height.

Mr. Stried said that due to visibility restrictions with landscaping at the front and visibility from Eden’s Expressway, 30 feet per inch of letter height is what an average person can see. He said 13–14-inch letters would be too small. He noted that the backer panel is 1 inch thick.

In response to a question from Commissioner Zee, Mr. Stried said that signs are internally lit set on a timer. They will be off when it is daylight. He noted that some businesses have stacked letters, and the proposed signs are well under the allowable square footage.

Ms. McManus reviewed the coverage of each sign.

Commissioner Zee said this is a difficult request and pointed out that the new letters are inherently more legible in white. He questioned if the extra 4 inches make a difference relative to the current letters. Mr. Stried said that there are often 24-inch letters on a building of this size. He said there is an offset of the backer panel 2.5 inches from the white lettering and the border proportion is constant.

In response to a question from Commissioner Brill, Mr. Stried confirmed the letters are 18 inches, LED internally lit and said the letters will not be lit all the time. The brightness is 2000 Hanley and can be put on dimmers. He verified that the letters will not be brighter than neighboring signs.

In response to a question from Chair Castellano, Ms. McManus suggested the Commission could add a condition regarding the brightness.

Mr. Stried said they can either install less LED lights or put the signs on a dimmer switch.

In response to a question from Commissioner Brill, Mr. Stried said there are other lit signs within Eden’s Plaza. He said the backer panel is an essential part of their branding.
Commissioner Brill pointed out that people driving on Eden’s Expressway are not going to see the sign so visibility from Eden’s should not be a factor in the request. Mr. Stried said the business relies on signage and word of mouth. Commissioner Brill noted that if the back board were eliminated, it would be a conforming sign. Mr. Stried said the backer panel will not be illuminated. The sign is dimensional channel letters.

In response to a question from Commissioner Andric, Mr. Stried said he has not presented at other commission meetings, but typically there is a square footage requirement for signage. He said the 18-inch limit is in local sign ordinance and is unusual.

Commissioner Saad said the signs could be larger and the Commission has previously granted much larger variations. He has no concerns with the increased letter height.

In response to a question from Chair Castellano, Ms. McManus reviewed the signage calculations and noted that most signs are calculated by square footage and do not have a letter height limit as outlined in this local sign ordinance.

Decision

Commissioner Brill moved to recommend granting a sign variation request to install 3 wall signs exceeding the maximum allowable letter height conditioned upon the lighting intensity not exceeding seventy-five (75) footcandles when measured with a standard light meter perpendicular to the face of the sign at a distance equal to the narrowest dimension of the sign. The motion was seconded by Commissioner Saad. Voting yes: Commissioners Andric, Brill, Castellano, Saad, and Zee. Voting no: none. The motion carried.

Findings

The Commission finds that given the location of the business within Eden’s Plaza and the character of adjacent signage is reason for granting the requested sign variation. The variation will not negatively impact the character and appearance of the commercial streetscape.

Commissioner Andric moved to authorize the chairman to approve the case report for the Village Board’s April 25th meeting. Commissioner Brill seconded the motion. Voting yes: Commissioners Andric, Brill, Castellano, Saad, and Zee. Voting no: none. The motion carried.

2023-AR-12
171 Green Bay Road

Bank of America
Certificate

Ms. McManus introduced the case noting it is a request for a certificate to update exterior lighting at Bank of America. The proposal is to replace 4 exterior canopy lights and add 1 new mounted light. She reviewed the plan explaining that the fixtures are noted in orange and yellow on the plan.
John Burke, representing GMR Engineering, said they are proposing a lighting refresh under the existing canopy.

In response to a question from Chair Castellano, Mr. Burke said the fixtures will match the existing in form, color, size, and Kelvin.

In response to a question from Commissioner Saad, Mr. Burke said the lights are under the drive-through. The new wall pack is one light to illuminate parking spaces.

In response to a question from Commissioner Andric, Mr. Burke said there aren’t a lot of businesses adjacent to the property, but there is residential behind the property. He said the replacement lighting will match the existing lighting. Bank of America is doing a lighting refresh on a national scale.

In response to a question from Commissioner Zee, Mr. Burke confirmed that there are no issues with the existing lights, and they are not broken.

Commissioner Brill moved to approve Case 2023-AR-12, 171 Green Bay Road as proposed. The motion was seconded by Commissioner Zee. Voting yes: Commissioners Andric, Brill, Castellano, Saad, and Zee. Voting no: none. The motion carried.

IV. PUBLIC COMMENT

There was no public comment.

V. NEW BUSINESS

There was no new business discussed.

VI. OLD BUSINESS

There was no new business discussed.

VII. ADJOURNMENT

At 9:02 p.m., Commissioner Brill moved to adjourn the meeting. The motion was seconded by Commissioner Andric. The vote was as follows: all ayes. The motion carried.

Respectfully Submitted,

Kate McManus
Planner III - AICP
MEETING MINUTES
Appearance Review Commission

May 1, 2023
7:00 p.m.
Village Hall Council Chambers
1200 Wilmette Avenue

Members Present: Devan Castellano
Doug Johnson
Jeffrey Saad
Jonathan Zee

Members Absent: Nada Andric
Richard Brill

Staff Present: Kate McManus, Planner III-AICP

Guests: Madeline Madden, Wayfair
Joseph Ethen, Elite Wellness
Christopher Canning
Roseann Garitz
Rico Ramos
Alexis Washa, Chantilly Lace

I. CALL TO ORDER

Chair Castellano called the meeting to order at 7:01 p.m.

II. APPROVAL OF MINUTES

Approval of the April 3, 2023 Appearance Review Commission minutes was postponed.

III. CONSENT AGENDA
Ms. McManus introduced Case 2023-AR-16, 825 Green Bay Road, requesting an Appearance Review Certificate for a new wall sign for a new business.

There were no comments or questions.

Commissioner Saad moved to approve 2023-AR-16, 825 Green Bay Road, for an Appearance Review Certificate for a wall sign. Commissioner Johnson seconded the motion. Voting yes: all. Voting no: none. The motion carried.

III. CASES

2023-AR-15  WS Development
3200-3232 Lake Avenue  Sign Variation

Ms. McManus introduced the case, noting the request is for temporary signage at the Wayfair location. She explained that Village staff has been looking at the temporary signage regulations and ways to provide more flexibility to businesses. There has been an increase in requests for temporary signage and the proposed signage may help provide information about pending business openings and commercial construction taking place. Due to the potential benefits of this signage, the frequency of recent requests, and the signage’s temporary nature, guidance is being sought on streamlining the review process. The Village Board has referred this to the Land Use Committee who will take a closer look at temporary signage. A site like Wayfair doesn’t fall within regulations given the size and location of the development. The current temporary signage time frame also doesn’t fit within the timeframe required by Wayfair. The variation request numbers are large, but not surprising given the unique location and size of the building. The applicant is requesting a variation for five temporary banner signs, two on the wall and three on the construction fence.

In response to a question from Commissioner Johnson, Ms. McManus said there is a time limit for temporary banner signs of 30 days. Part of the variation request is to extend that time limit.

Mr. Silverman said this is a joint application with WS Development and appreciates the opportunity to present it to the board. He introduced himself as Wayfair’s local zoning counsel. He said Wayfair plans to display two different banner signs facing the expressway beginning in late spring or early summer to announce the store openings. The store opening sign will be replaced in winter with a now hiring sign. The signs are 1200 square feet, but the type face and massing make sense for the site. Wayfair is also proposing construction fence signage with some signs relating to Wayfair and others to WS Development. With construction activity, it is unclear what businesses are open, so the signage will help with that. The Village has restrictive requirements for temporary signs and some of the standards for review are met and others are not. He explained that the construction fence signage is divided into three distinct areas of the property which will shield construction activity. The signs will create another protective barrier.
from construction and acknowledged that the signs vary significantly from the zoning code. He reviewed the size of the proposed signs.

In response to a question from Commissioner Johnson, Mr. Silverman reviewed the total linear footage of the fence signs.

Mr. Silverman said the signage related most closely to event signage, but the size and massing requires a larger sign than is permitted. He reviewed his letter addressing the standards of review.

Commissioner Saad said the package is good, but he has a problem with going from 32 square feet to thousands of square feet. He said there might be a case for the banner along the highway, but Skokie doesn't have other construction signage. He is not comfortable with the proposed construction fence signage and asked if they wanted a continuance because he can't approve the request.

Mr. Silverman said they do not want a continuance because they have a construction timeline.

Commissioner Johnson said he sees the request as two separate parts. The building signs make sense, but he has concerns that if construction is delayed, the time frame should be more limited. He asked that timing be based on a 6-month rolling approval where the sign comes back to the Commission every 6 months. He said the fence signs have a lot of bright purple and the signs do not meet the 2nd criteria. The signs have a serious impact on the streetscape and said the construction banners should be toned down. The brightness is not helpful for brand building. He understands the need for them, but they should be limited to a 6-month time frame.

In response to a question from Commissioner Zee, Ms. McManus said the Orvis example included in the packet also requires variation. The Optima signage was approved as part of the PUD process. Commissioner Zee said he doesn’t have a problem with the signage and asked Mr. Silverman to review the linear feet for each fencing area.

In response to a question from Commissioner Zee, Ms. Madden said vehicular traffic would be allowed through the area and the sidewalk is still open as construction allows. Commissioner Zee questioned if the fencing in the interior is redundant and not visible. He said eliminating this section might be a way to reduce the request. Ms. Madden said the north fencing will be up for different durations. Commissioner Zee said he is not adverse aesthetically to purple if there is a way to reduce and stage the signage.

Mr. Silverman said the signage will be phased and the signage will go up and down.

Chair Castellano said that people in neighboring communities often do not know what is going on with Wayfair. The signage helps create excitement and interest from neighboring communities and is good for the Village. Scale wise, the signage makes sense, but she would have concerns if these were permanent. She suggested there might be some compromise on the time frame or renewal of approval.

Commissioner Johnson agreed with Chair Castellano’s comments and suggested splitting the two votes. He moved to approve the wall signs subject to a 6-month rolling approval. He agreed with the scale and
branding of the construction signage but asked that the colors be toned down and also that they be subject to a 6-month rolling approval.

In response to a question from Commissioner Zee, Ms. McManus said that a solid color would not be considered a sign and would require an Appearance Review Certificate.

In response to a question from Mr. Silverman, Commissioner Johnson said the 6-month approval is based on potential concerns with delays in construction, economics, and the condition of the sign.

Commissioner Saad said the fence signs are not suitable. The business has a right to advertise, but not to the extent proposed. He has no problem with the wall signs.

Ms. Madden reviewed the linear square footage and said white was considered but it was determined that maintenance would be more difficult. The fencing is perforated so it doesn’t read solid purple. The renderings were not included on the Skokie signage so as not to district drivers. She said Wayfair is open to compromises in order to get a positive vote.

Chair Castellano said the interior fence is unnecessary.

Ms. Madden suggested using more graphics to break up the purple.

Commissioner Johnson withdrew his previous motion and added the condition that the purple be interspersed with images limiting purple to 30%.

Commissioner Zee asked for clarification on the motion.

Ms. Madden clarified that the Skokie fencing is on a curve.

Commissioner Johnson said the images can replace purple as was done on the interior fencing.

In response to a question from Chair Castellano, Ms. McManus said the Optima signage did not have conditions placed on it but the timing was tied to construction and initial leasing of the building. The percentage was likely not discussed or noted and was not reviewed based on the temporary signage regulations.

Decision
Commissioner Johnson moved to approve 2023-AR-15, 3200-3232 Lake Avenue for a sign variation for two banner signs on the Wayfair building subject to the following condition:

1. The banner signs be reviewed by the commission every 6 months to assess sign conditions and construction scheduling.

The motion was seconded by Commissioner Zee. Voting yes: Castellano, Johnson, Saad, and Zee. Voting no: none. The motion carried.

May 1, 2023 Appearance Review Commission
Commissioner Johnson moved to authorize the chair to prepare the case report to go before the Village Board. Commissioner Saad seconded the motion. Voting yes: Castellano, Johnson, Saad, and Zee. Voting no: none. The motion carried.

Findings

The Commission finds that the proposed temporary wall signage meets the standards of review given the uniqueness of the site and location next to the expressway.

Decision

Commissioner Johnson moved to approve 2023-AR-15, 3200-3232 Lake Avenue for a sign variation for three banner signs on construction fencing subject to the following conditions:

1. The banner signs be reviewed by the commission every 6 months to assess sign conditions and construction scheduling.
2. The volume and intensity of the purple on the Skokie Boulevard construction fence signs should be decreased by flipping the graphic/color sequence on the signage (e.g. from 60/40 to 40/60).
3. The signage on the interior east fencing/Area 2 be eliminated.

The motion was seconded by Commissioner Zee. Voting yes: Castellano, Johnson, and Zee. Voting no: Saad. The motion failed.

Commissioner Johnson moved to authorize the chair to prepare the case report to go before the Village Board. Commissioner Saad seconded the motion. Voting yes: Castellano, Johnson, Saad, and Zee. Voting no: none. The motion carried.

Findings

The Commission majority finds that the proposed construction fence signage meets the standards of review subject the reduction of the overall signage and area of purple. The Commission minority finds that the proposed signage is excessive and does not meet the standards of review.

2023-AR-13
1177 Wilmette Avenue

Ms. McManus said the signage request was before the Commission for a preliminary review previously. The applicant is seeking a sign variation and Appearance Review Certificate. The proposed signage has been reduced and the variation request is for one wall sign; the other wall sign is permitted. The wall sign requires a coverage and quantity variation. The window signs also require a variation; 1 is permitted, 3 are proposed. An items of information variation is also requested. She added that the door sign is considered a window sign.
In response to a question from Chair Castellano, Ms. McManus said that one door sign is not included in the count because it contains informational matter and is exempt. She said the store hours also do not count as items of information.

Ms. McManus said the certificate includes painting the window mullions.

Mr. Canning introduced himself and explained that he previously worked with the technical assistance council on improving businesses during the recession. He said Chantilly Lace intends to carry their brand from Plaza del Lago to the Village Center and what is driving the request is the uniqueness of the existing column and larger storefront. He said the signage is balanced and symmetrical and the window signs allow the business to communicate their brand and explain that the fitting business is by appointment only. He said the existing business moved and the goal is to keep the brand identity in the new location. He reviewed the standards of review and said the signage creates excitement. The proposed sign is consistent with newer sign approvals and the wall mounted sign is complementary to the area. He said the block is tired and many of the awnings need replacement. He said that awnings are part of the brand for Valley Lodge in multiple locations. The proposed signs are part of the brand for Chantilly Lace.

Commissioner Zee said the challenging reality is because of the column and noted that is the only portion of the block with that condition. He previously suggested an awning but agreed that the neighboring awnings are tired. He appreciates the changes made, noting that the sign works better now. He asked if the door signs could be reduced.

Ms. McManus reviewed the item of information count.

Chair Castellano asked for a review of the text because it is difficult to read.

Mr. Canning said the owner would likely not be open to reducing the door text.

Commissioner Johnson thanked the applicant for listening to the feedback and making the adjustments. He said the sign is attractive and has no concerns with the door text.

Commissioner Saad thanked the applicant and said he has no concerns. He asked about the height of the letters.

Chair Castellano said she has no issues with the signs as presented.

**Decision**

Commissioner Saad moved to approve 2023-AR-13, 1177 Wilmette Avenue for a sign variation for one wall sign and three window signs and an Appearance Review Certificate. The motion was seconded by Commissioner Johnson. Voting yes: Castellano, Johnson, Saad, and Zee. Voting no: none. **The motion carried.**

Commissioner Johnson moved to authorize the chair to prepare the case report to go before the

Findings
The Commission finds that the proposed wall and window signage meets the standards of review and the hardship is driven by the existing storefront column. The wall sign will not detract from the overall character of the streetscape.

2023-AR-08 HGCT135, LLC
135 Green Bay Road Certificate

Ms. McManus introduced the case noting that the request is for a certificate for parking lot improvements including lighting, fencing, and hardscape. There is an existing building on the site that will be demolished, and the new parking lot will serve adjacent businesses. The project necessitated zoning variations which were approved in April. The demolition permit has been applied for but has not been issued yet.

Mr. Ramos, WNA Architects, introduced himself noting that he is filling in for the architect of record who could not attend the meeting. He said the applicant worked with a lighting engineer to modify the new light fixtures to ensure the lighting does not exceed .5 feet from the lot line. He reviewed the lighting specifications noting that the lights consist of a LED bulb and aluminum housing. He said the light is solar powered and the battery can be easily changed on top of the fixture. He said the fixture is chrome/ silver and the north property light shield will be fabricated preventing it from shining into the apartments nearby. He said there will be minimal impact to the ground floor and the lighting timing can be programmed. He reviewed the fencing plan and said the fence will be wood on the north and south with 6-foot posts on center. The fence is natural wood color. There will be a galvanized bumper on the south side to protect the fence and building to the south. The landscaping adjacent to Green Bay Road will screen the parking lot and there are landscape islands adjacent to the alley and within the lot. Various shrubs and shade trees are proposed and meet zoning requirements. The parking lot will be paved asphalt and they will also repave the sidewalk along Green Bay Road meeting ADA compliance.

In response to a question from Commissioner Johnson, Mr. Ramos said the lighting will be 3000 Kelvin. Mr. Johnson said the lights should be turned off no later than 10:30p.m.

In response to a question from Chair Castellano, Mr. Ramos said no invasive species are proposed on the landscape plan.

Commissioner Johnson moved to approve Case 2023-AR-08, 135 Green Bay Road, subject to the following conditions:

1. The lighting be limited to 3000 Kelvin
2. The lighting be set to a timer to turn off by 10:30p.m.

The motion was seconded by Commissioner Zee. Voting yes: Commissioners Johnson, Saad, Zee, and Castellano. Voting no: None. The motion carried.
IV. PUBLIC COMMENT

There was no public comment.

V. NEW BUSINESS

There was no new business discussed.

VI. OLD BUSINESS

There was no old business discussed.

VII. ADJOURNMENT

At 8:35 p.m., Commissioner Zee moved to adjourn the meeting. The motion was seconded by Commissioner Johnson. The vote was as follows: all ayes. **The motion carried.**

Respectfully Submitted,

Kate McManus
Planner III - AICP
MINUTES OF THE HOUSING COMMISSION
TUESDAY, APRIL 18, 2023
6:00 P.M.
WILMETTE VILLAGE HALL – VILLAGE BOARD CONFERENCE ROOM

Members Present: Jeff Head
Ryan Shannahnan
Caroline Goldstein
Earl Chase
Elissa Morgante

Members Absent: Lisa Williams

Staff Present: John Adler, Director of Community Development

Guests: Michael Blue, Teska & Associates

I. CALL TO ORDER AND ROLL CALL
Chair Head called the meeting to order at 6:02 p.m. Mr. Adler called the roll.

II. APPROVAL OF MINUTES FROM JULY 19, 2022
Commissioner Morgante moved to accept the meeting minutes as submitted and Commissioner Chase seconded the motion. The motion passed.

III. Comprehensive Plan – Review Draft Goals and Objectives and Consideration of Housing for Key Populations

Mr. Adler said the purpose of the meeting was to get the Commission support for the drafted goals and objectives. He explained the goals and objectives were drafted with the input of the Housing Commission, other Village Boards and Commissions, interested parties, staff and project consultants. He said the draft goals and objectives talk about the need to create a housing plan and update the affordable housing plan. Because of this, the commission can feel comfortable if a desirable goal or objective was overlooked during the drafting of the comprehensive plan, additional goals and objectives will most likely be identified during the housing plan creation.

Chair Head said that goal number 5 does a good job of setting the framework for more detail coming out of a housing plan. He felt the draft goals and objectives did a good job of looking ahead to the work the Commission has discussed doing.
Commissioner Goldstein recalls there was a goal around preserving affordable housing and asked where that was. Mr. Adler said it is discussed under goal 4.

Chair Head asked if the sub-area plans were predetermined when the RFP was drafted for the comprehensive plan rewrite. Mr. Adler answered yes.

Commissioner Goldstein asked if there was anything in the goals and objectives about leveraging the land trust to help create affordable housing. Mr. Adler said there is a reference to working with organizations like CPAH.

Chair Head asked if the Commission’s review was going to go into the comprehensive plan update. Mr. Adler said that the Commission is being asked to review just the goals and objectives.

Mr. Blue wanted the Commission to think of the goals and objectives have been as the heart and soul of the plan. He explained that the plan was organized around the 8 themes the Village identified for the RFP process. Each theme/chapter will have an introduction that provides some context and background, what we heard during the drafting process, the goals, and objectives, and 4-6 recommendations. For the Housing Chapter, some of what Maxine and AREA wrote will become part of the housing recommendations. He said Wilmette is unique in that many of the themes have boards/commissions that can take on the responsibility of reviewing. He said that, for obvious reasons, the Housing Commission’s work is really going to start with the housing plan.

Commissioner Chase asked if the draft comprehensive plan would come back before the commission again. Mr. Adler said the process was for the Plan Commission and Village Board to review the draft and it be shared at a public open house. He said after the recommendations are drafted, if staff or Chair Head believes they should be reviewed by the Housing Commission, that can be done. Mr. Blue was confident that the recommendations are already represented in the objectives that have been drafted for each chapter.

Chair Head wanted to clarify what was being asked of the Commission. He said the Commission should identify anything they think is problematic or anything important that isn’t being addressed. Mr. Blue agreed.

Mr. Adler explained that when a land use project is submitted, depending on the relief necessary, the goals and objectives of the plan may be used to review the project. Chair Head discussed his time on the Plan Commission and how Planned Unit Developments were reviewed on how developers would address the goals and objectives of the comprehensive plan.

Mr. Blue talked about how developers will review the comprehensive plan to identify what the Village would like to see as part of a development in Wilmette. He said Wilmette is
unique in this area by stressing the need for affordable housing as part of the Comprehensive Plan.

Commissioner Goldstein asked if the housing plan would outline how the Village is going to help/incentivize the furthering of the Village’s housing goals. Mr. Blue told an analogy about a car’s owner’s manual and its mechanic’s manual. The comprehensive plan is the owner’s manual, and the housing plan is the mechanic’s manual.

Commissioner Goldstein asked about Commissioner Chase’s question about reviewing the recommendations. Mr. Blue said that portion of the plan will be a quick read. The Commissioners talked about having staff share the recommendation via email in the future.

Chair Head asked if the Commission needed to vote on the draft goals and objectives. Mr. Adler said no and that if in the next 3 weeks a commissioner thinks of something that was missed and wants to share it, they should.

The draft Consideration of Housing for Key Populations section was discussed. Mr. Adler said Maxine from AREA did a really good job of presenting the need for various types of housing. This document also will serve as the starting off point for drafting the housing plan. He said the key populations were discussed at the beginning of the process and after Chair Head met with the Village Board’s Administration Committee.

Mr. Blue said each of the key populations has a section about policy implications. This was done to assist when creating the housing plan by identifying some things to keep in mind when looking at these groups and what needs further review. There was not a lot of data for some of these groups because they not prevalent in Wilmette yet.

Chair Head said knowing that Commissioner Chase has to leave soon, he would like to wrap up this item and encourage the Commissioners to share any additional input with staff over the next 3 weeks.

IV Discussion - Request for Proposals for Housing Consultant Services

Mr. Adler said that staff was looking for direction on what to include in the housing plan services RFP. He explained that the Village’s affordable housing plan was drafted to respond to the Illinois Housing Development Authority’s (IHDA)) request for a plan. IHDA outlined three goals for municipalities to consider. The goal Wilmette decided to adopt was trying to get 15% of new residential development to be affordable. While this has worked well over the years, having a plan that develops housing goals more specific to Wilmette makes sense.

Commissioner Goldstein asked if the Village’s plan was a broad housing plan, how would IHDA look at that. Mr. Adler said that a broader housing plan doesn’t have to forego addressing IHDA’s affordable housing plans goals, it can expand on them by identifying goals specific to Wilmette’s housing needs. He said what a land trust like CPAH does isn’t represented in the 15% of new development goal that IHDA offers to communities, and
there should be some recognition of that. The Village can answer all of IHDA’s questions but say that the 15% doesn’t have to be in a particular development when a program like CPAH is utilized. Commissioner Goldstein said that IHDA wouldn’t require the affordable units to be in a new development. Mr. Adler agreed and clarified he was talking about trying to meet the 15% IHDA identified goal for affordable units in new developments.

Chair Head said the RFP framework is there. He sees the housing plan having a chapter regarding capital A affordable housing or an addendum to the plan. Doing this under a single housing plan makes sense. The scope is, in broad strokes, putting together what Maxine has developed with and updating the affordable plan. The goal is to have a broader range of housing choices, including the capital A affordable component. We should consider the best way to reach the 15% goal, but also how we can create more opportunities for these other groups, whether it is a subsidized development or not.

Commissioner Goldstein recommended that whatever affordable housing update be done, it addresses affordable housing in a way that IHDA would support. Chair Head agreed, just that the affordable housing plan will be part of a more comprehensive housing plan.

Chair Head said one part is updating the affordable housing plan, the other part comes out of the draft comprehensive plans goals and objectives, acting as a roadmap to achieving the comprehensive plan goals. The housing plan should identify best practices. Much of what can be done will come down to density and opportunities to make different land use choices. Lot of these ideas are in the comp plan such as more density on Green Bay, Ridge and in the VC and Linden Square. What are some of the other strategies.

Commissioner Goldstein said there may be times where having the units in a new development may make sense depending on the location. This is where best practices research will help. Chair Head agreed but felt there needs to be flexibility for the Plan Commission when they review development requests.

Mr. Blue explained that the draft Consideration of Housing for Key Populations section contains policy implications for each of the key population groups that can be used to help draft the RFP. Mr. Blue recommended that the RFP tell the story of what Wilmette is looking to accomplish with the housing plan, provide a list of questions that the Commission wants answered, and outline the type of public engagement expected.

Commissioner Morgante asked what types of questions the Commission might want to ask. Mr. Blue said the types you have been discussing, such as how to best address what IHDA is looking for, what sites are best for certain types of housing, how do we deal with these populations that are outlined in the Comprehensive Plan that are important to the community.

Commissioner Morgante asked about Accessory Dwelling Units (ADU) and how a consultant may address those as they are being used in California to increase affordable housing. Chair Head said Chicago just passed an ADU ordinance. Mr. Blue said through answering the question about best practices or you can ask very specific questions about
ADUs. He said the consultant could be asked to review the zoning ordinance and identify impediments to affordable housing. He said that is a goal in the comprehensive plan draft.

Chair Head would be interested in knowing what measures municipalities take to generate internal resources for affordable housing such as a demolition fee. He would like to have a menu of options that the Village Board can review and choose from.

Mr. Adler asked if the commissioner felt that a more detailed needs assessment had to be done. The commissioners felt that the work done already provides enough information to understand what populations are currently being underserved housing wise in Wilmette and that a more detailed assessment wasn’t necessary. Chair Head pointed out that identified solutions will most likely end of providing housing for more than one of the identified underserved population groups.

The commissioners were asked to forward to staff the items they felt were important to ask a consultant to address in the housing plan.

V. PUBLIC COMMENT
Nancy Hoying introduced herself, explaining that she has been a longtime housing advocate and is a member of the Housing Our Own Wilmette Board. She thanked the Village for helping to raise funds through advertising with the vehicle sticker renewal and marketing the annual raffle. She explained that HOOW has been able to raise the amount of assistance provided and has added new participants.

VI. ADJOURNMENT
Commissioner Morgante moved to adjourn the meeting. Commissioner Goldstein seconded the motion. The meeting was thereafter adjourned at 7:25 p.m.

Respectfully Submitted,

John Adler
Director of Community Development+
REPORT TO THE BOARD OF TRUSTEES
FROM THE
ZONING BOARD OF APPEALS

Recommendation: The Zoning Board of Appeals recommends granting a request for a 5.5’ accessory structure height variation to permit the installation of a 20.5’ tall accessory structure at 649 Prairie Avenue, in accordance with the plans submitted.

Case Number: 2023-Z-22

Property: 649 Prairie Avenue

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

Applicant: McKenzie Elementary School

Nature of Application: Request for a 5.5’ accessory structure height variation to permit the installation of a 20.5’ tall accessory structure

Applicable Provisions of the Zoning Ordinance: Section 5.4
Section 13.4.A.3

Hearing Date: June 7, 2023

Date of Application: April 27, 2023

Zoning Board Vote: Chairman Reinhard Schneider Yes
Brad Falkof Not present
Didier Glattard Yes
Christine Norrick Yes
Ryrie Pellaton Not present
Bob Surman Yes
Maria Urban Yes


Report Prepared By: Lucas Sivertsen, AICP
Assistant Director of Community Development
Minutes transcribed by Gale Cerabona

Report Approved and Submitted By: Chairman Reinhard Schneider
STAFF INFORMATION AS PRESENTED TO THE ZONING BOARD OF APPEALS

Description of Property

The subject property is located on the west side of Prairie Avenue between Wilmette Avenue and Washington Avenue. The property has frontage on both Prairie Avenue on the east and 15th Street to the west. It is currently improved with a one and two-story building occupied by an elementary school. Other site improvements include an asphalt parking lot and playground, playground equipment, and a shed.

To the north and west are single-family residences in the R1-D, Single-Family Detached Residence Zoning District. To the east are single-family residences in the R1-D, Single-Family Detached Residence Zoning District and townhouses and single-family residences in the R2, Attached Residence Zoning District. To the south are a mix of single-family residences and townhouses in the R2, Attached Residence District.

Proposal

McKenzie Elementary School proposes to remodel their existing playground with new equipment and surface material. The proposed playground equipment is 20.5’ in height. Because the Zoning Ordinance limits the height of accessory structures to 15.0’ a 5.5’ accessory structure height variation is required.

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<th>Requirement</th>
<th>Required Max.</th>
<th>Existing</th>
<th>Proposed</th>
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<tr>
<td>Accessory Structure Height</td>
<td>15.0’</td>
<td>-</td>
<td>20.5’*</td>
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* Non-conforming

Other Requests at the Subject Property

- 649 Prairie Avenue Case 1985-Z-22 ZBA: Grant VB: Granted Request for a special use to expand a parking lot.
- 649 Prairie Avenue Case 2003-Z-11 ZBA: Grant VB: Granted Request for a special use to expand a parking lot.
- 649 Prairie Avenue Case 2022-Z-53 ZBA: Grant VB: Granted Request for a variation from the requirement that solar panels project no more than 2.0’ from a façade to permit the installation of solar panels

Other Accessory Structure Height Variation Requests

- 3555 Lake Avenue Case 2022-Z-17 ZBA: Deny VB: Granted Request for a request to expand 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, a 13.5’ accessory structure height variation (warming hut), a 1.0’ accessory structure
height variation (paddle tennis court fence), a 32.0’ light pole height variation (pickleball courts),
a 6.0’ light pole height variation (paddle tennis courts), a 5.0’ front yard parking space setback
variation, a 17 space parking variation, and a variation from the requirement that accessory
structures not have basement to permit the construction of eight lighted pickleball courts, a
warming hut addition, and four lighted paddle tennis courts

924 Forest Avenue  Case 2022-Z-48  ZBA: Deny  VB: Withdrawn
Request for 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 and fence without a
principal structure

911 Michigan Avenue  Case 2022-Z-22  ZBA: Grant  VB: Granted
Request for a revised request for an expansion of a special use for a social club or lodge, a special
use to permit an accessory structure in excess of 200 square feet, a 26,986.06 square foot (32.2%)
total floor area variation, a 2.5’ accessory structure height variation (parapet), a 7.16’ accessory
structure height variation (chimney), and a 5.3’ accessory structure separation variation to permit
the construction of an open pavilion

3555 Lake Avenue  Case 2017-Z-59  ZBA: Grant  VB: Granted
Request for a request for a special use to expand an existing special use (park/playground), a special
use to expand an existing special use (recreation center), a 1.0’ accessory structure height variation,
a 6.0’ light pole height variation, and a 4 space parking variation to permit the construction of two
lighted paddle tennis courts

711 Laramie Avenue  Case 2017-Z-43  ZBA: Grant  VB: Granted
Request for a request for an expansion of a special use (Public Works Facility), a 5.46’ accessory
structure height variation and a 12.16’ accessory structure height variation to permit the
construction of a roofed salt storage accessory structure and a roofed spoil bins accessory structure

2601 Old Glenview Road  Case 2016-Z-50  ZBA: Grant  VB: Granted
Request for a special use to expand an existing special use (social club or lodge), a special use for
an accessory structure in excess of 200 square feet, a special use for more than 3 detached
accessory structures, a variation from the requirement that accessory structures not have a
basement, a 23.75’ accessory structure height variation, a 13.08’ accessory structure height
variation, and a 6.58’ light pole height variation for the replacement of a paddle tennis court
warming hut and to relocate existing and add new lighted paddle tennis courts

3900 Fairway Drive  Case 2014-Z-23  ZBA: Grant  VB: Granted
Request for a 45’ and a 31’ accessory structure height variation to allow the replacement and
expansion of driving range safety netting at the Wilmette Golf Club

3555 Lake Avenue  Case 2013-Z-05  ZBA: Grant  VB: Granted
Request for a special use to expand an existing special use (parks and playgrounds over four acres
or more), a special use for a lighted paddle tennis court accessory use, a special use for a roofed
accessory structure in excess of 200 square feet, a 13.5’ accessory structure height variation, a 15.5’ accessory structure height variation, a 1.0’ accessory structure height variation, a variation from the requirement that accessory structures not have a basement, and a 14 space parking variation to permit the construction of four lighted paddle tennis courts and a warming hut

516 Lake Avenue Case 2009-Z-42 ZBA: Deny VB: Granted Request for a 321.51 square foot (2.75%) total floor area variation, a 1.92’ accessory structure height variation and an 8.88 square foot rear yard structure impervious surface coverage variation to retain a tree house and deck

1100 Laramie Avenue Case 2009-Z-23 ZBA: Grant VB: Granted Request for an expansion of a special use (school), a special use for 4 accessory structures in excess of 200 square feet each, a 14.13’ accessory structure height variation (press box), a 3.75’ accessory structure height variation (training center), a 1.17’ accessory structure height variation (concessions stand), and a variation to allow more than 3 accessory structures

Zoning Ordinance Provisions Involved

Section 5.4 outlines the variation procedures.

Section 13.4.A.3 establishes a maximum height of 15 feet for accessory buildings and structures.

Action Required

Move to recommend granting a request for a 5.5’ accessory structure height variation to permit the installation of a 20.5’ tall accessory structure at 649 Prairie Avenue, in accordance with the plans submitted.

(After the vote on the request)
Move to authorize the Chairman to prepare the report and recommendation for the Zoning Board of Appeals for case number 2023-Z-22.

CASE FILE DOCUMENTS

<table>
<thead>
<tr>
<th>Doc. No.</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Location Maps And Plans</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>
<tr>
<td>1.3</td>
<td>Topographical Survey (showing location of proposed equipment)</td>
</tr>
<tr>
<td>1.4</td>
<td>Detailed Site Plan</td>
</tr>
<tr>
<td>1.5</td>
<td>Equipment Cut-Sheet</td>
</tr>
<tr>
<td>1.6</td>
<td>Renderings</td>
</tr>
<tr>
<td>1.7</td>
<td>Existing Conditions Photographs</td>
</tr>
</tbody>
</table>
Written Correspondence and Documentation

2.0 Completed application form
2.1 Letter of application, dated April 27, 2023
2.2 Proof of ownership
2.3 Notice of Public Hearing as prepared for the petitioner, dated May 17, 2023
2.4 Notice of Public Hearing as published in the Wilmette Life, May 18, 2023
2.5 Certificate of publication
2.6 Certificate of posting, dated May 22, 2023
2.7 Affidavit of compliance with notice requirements, filed by applicant, May 22, 2023

Minutes from the June 7, 2023 meeting

3.0 COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Mr. Corey Bultemeier, Chief School Business Official for Wilmette Public School District 39
649 Prairie Avenue

3.2 Summary of presentations

3.21 Mr. Sivertsen said this is a request by McKenzie Elementary School for a 5.5’ accessory structure height variation to permit the installation of a 20.5’ tall accessory structure on the legal non-conforming structure. The Village Board will hear this case on June 27, 2023.

3.22 Mr. Bultemeier introduced himself representing McKenzie Elementary School though works at the 615 Locust Road administration building. He presented background that the McKenzie PTA has raised funds for a new playground. In addition to obtaining new equipment, a key feature is a poured in place surface allowing accessibility for children with mobility issues (who may be in wheelchairs, etc.).

Variances are requested. There would be no impact on the surrounding neighbors.

3.23 Ms. Urban asked if the structure is also accessible to the handicapped.

Mr. Bultemeier referred to the rendering of what the new equipment will look like. The area that’s taller is two layers with an umbrella structure. He illustrated same. On the second layer where there is protective fencing, the data sheet indicates the
15’ mark. Anything above it is cosmetic; protective for weather.

Those with mobility issues take advantage of this new playground. Mr. Bultemeier identified equipment not in their other playgrounds. This is the equipment the McKenzie PTA intentionally purchased to allow persons in a wheelchair to use playground equipment.

Ms. Urban summarized the tower structure is not accessible.

3.24 Mr. Glattard noted there are two playground pieces. Does this replace both of them?

Mr. Bultemeier referenced the other rendering and explained all the items are new. The one part that is staying is a climbing apparatus that is relatively new.

Mr. Glattard said the swing sets are moving then.

Mr. Bultemeier noted the ground is a loose mulch that’s made for playgrounds. The footprint of the mulch is larger than the poured in place material. The part to the north will shrink and be more compact.

3.25 Ms. Norrick is curious as Central School has new play equipment and looks kind of similar. She wondered if it was the same height.

Mr. Bultemeier said when Central’s PTA fundraised for that playground, they selected equipment (along with the Principal). The structure proposed today for McKenzie School is larger than what’s at Central School.

5.0 VIEWS EXPRESSED BY MEMBERS OF THE ZONING BOARD OF APPEALS

5.1 Mr. Surman said this is very straight-forward. The amount that is over 15’ is very small. Since it’s a playground and far away from residences, he will support it.

5.2 Mr. Glattard initially thought it was too tall for kids this age. When he saw the elevations, he realized it’s just the roof. He thinks it’s great, and it looks really nice. The playground that exists was built by a bunch of neighborhood parents of which he was one; it was a lot of fun.

5.3 Ms. Urban will support this. It’s a nice improvement and far enough away from other homes. She doesn’t believe it will have any impact except to draw children after school.

5.4 Ms. Norrick concurs.

5.5 Chairman Schneider concurs. He wishes the applicant good luck and believes children will enjoy it.
6.0 DECISION

6.1 Mr. Surman moved to recommend a request by McKenzie Elementary School for a 5.5’ accessory structure height variation to permit the installation of a 20.5’ tall accessory structure at 649 Prairie Avenue in accordance with the plan submitted. The use shall run with the use.

6.11 Mr. Glattard seconded the motion.

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

Motion carried.

6.2 Ms. Urban moved to authorize the Chairman to prepare the report and recommendation for case number 2023-Z-22.

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

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

Motion carried. Chairman Schneider stated he forgot to ask if anyone if the audience wishes to speak on this matter. There was no one in the audience to speak on this case. There was no additional communication on this case.

7.0 FINDINGS OF FACT UPON WHICH DECISION WAS BASED

A majority of the Zoning Board of Appeals finds that the request meets the variation standards of Section 5.4.F of the Zoning Ordinance. The use of the property as a school and the distance of the proposed improvement to surrounding properties are unique. The impact of the height of the structure will be minimal given the relative size of the structure and the proximity to adjacent properties. The structure will not alter the essential character of the neighborhood.
8.0 RECOMMENDATION

The Zoning Board of Appeals recommends granting a request for a 5.5’ accessory structure height variation to permit the installation of a 20.5’ tall accessory structure at 649 Prairie Avenue, in accordance with the plans submitted.
SAFETY NOTE

Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)
April 27, 2023

John Adler
Director, Community Development Department
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091

Mr. Adler,

District 39 is requesting a variance for the height of the playground structure at McKenzie Elementary School, 649 Prairie Avenue in Wilmette.

The McKenzie Elementary School PTA has raised funds to entirely cover the cost of replacing the playground to the west of the blacktop surface on the west side of McKenzie Elementary School. This PTA project will see the installation of new playground equipment along with a surface that is more inclusive to students with mobility challenges. In particular, the McKenzie community is extremely excited that upon completion the playground will allow students requiring wheelchairs to access and use the playground with fellow students. One of the new pieces of equipment is specifically designed to enable students in wheelchairs to play alongside other students.

The core piece of playground equipment has a height of 20’6” per the manufacturer’s dimensions. We’re requesting approval of a variance for this playground equipment, as it is our understanding that this height is about five feet higher than village code for this type of structure. I have included a rendering of the new playground and an equipment specification sheet for this particular piece of equipment for your reference. The portion of the equipment that exceeds the 15’ height mark is the sloped roof covering and bubble sitting upon the roofing piece. The highest part the students stand on is at the 10’ height.

A project like this is a great source of pride for the McKenzie school community. The PTA raised all of the money to fund the project and then choose the specific pieces of equipment to include in the project. District 39 has long had a strong relationship with our schools’ PTA groups and value their positive contributions to the Wilmette community. Upon completion of the project this upcoming summer, the new McKenzie playground will be a nice enhancement to the McKenzie school community. The playground replacement is currently scheduled to take place over summer break.

Please let me know if you have any questions.

Corey Bultemeier
Chief School Business Official
ORDINANCE NO. 2023-O-44

AN ORDINANCE AUTHORIZING A VARIATION PURSUANT TO THE WILMETTE ZONING ORDINANCE
(649 Prairie Avenue)

WHEREAS, McKenzie Elementary School (“Applicant”) has requested a variation from Section 13.4.A.3 of the Village of Wilmette Zoning Ordinance. Specifically, Applicant requests a 5.5’ accessory structure height variation (“Requested Variation”) to permit the installation of a 20.5’ tall accessory structure upon the subject property commonly known as 649 Prairie 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 June 7, 2023 on the foregoing application and the Requested Variation and thereafter filed with the President and Board of Trustees of the Village a report accompanied by findings of fact specifying the reasons for the report and recommending granting the requested
relief, in accordance with the plans as submitted and discussed at the public hearing, and on the condition that all other requirements of the Zoning and Building Ordinances be complied with;

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

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

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

**SECTION 3:** The Director of Community Development of the Village of Wilmette, Illinois, hereby is authorized and directed to issue the necessary permits to allow the proposed construction, in accordance with the plans as submitted at the public hearing, and on the condition that all other requirements of the Zoning and Building Ordinances be complied with.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

**PASSED** by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 27th day of June 2023, 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 27th day of June 2023.

______________________________
President of the Village of Wilmette, IL
ATTEST:

_______________________________________
Clerk of the Village of Wilmette, IL
Date: Wednesday, June 22, 2023

To: Michael Braiman, Village Manager

From: Lucas Sivertsen, Assistant Director of Community Development

Subject: 2022-Z-57 1326 Wilmette – Request to Table

The applicant will be unable to attend the June 27, 2023 meeting and has requested to be continued to the July 25, 2023 Village Board meeting.
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.7

SUBJECT: Amend the Zoning Ordinance Review of Zoning Ordinance requirements pertaining to impervious surface, accessory structures, and accessory uses – 2022-SZC-02

Amend the Zoning Ordinance - Review of Zoning Ordinance requirements pertaining to artificial turf – 2023-SZC-01

MEETING DATES: Ordinance Introduction – June 27, 2023
Ordinance Adoption – July 11, 2023

FROM: Chair Kathy Dodd and the Special Zoning Committee (Trustees Leonard and Sheperd)

BUDGET IMPACT: None

Recommended Motion
Introduce and subsequently adopt Ordinance 2023-O-33 amending the Zoning Ordinance requirements pertaining to impervious surface, accessory structures, and accessory uses (2022-SZC-02) and artificial turf (2023-SZC-01).

Background
On August 9, 2022, the Village Board appointed the Land Use Committee sitting as a Special Zoning Committee to review potential amendments to the Wilmette Zoning Ordinance regulations pertaining to generators, mechanical equipment (air conditioning units), impervious surface, accessory structures, accessory uses, and side yards adjoining a street. The Committee held its first meeting on this referral on October 18, 2022 and prioritized review of sport courts and beach houses/cabanas and boat houses.

On December 13, 2022, the Village Board appointed the Land Use Committee sitting as a Special Zoning Committee for review of zoning regulations pertaining to landscaping and screening, and exterior lighting. The first focus of the referral was artificial turf.

The Committee reviewed and provided feedback at the February 21, 2023 and April 11, 2023 meetings on these matters. This included a memorandum on artificial turf from the Environmental and Energy Commission (EEC), attached as Exhibit 4.0.

The Committee voted on April 11, 2023 to recommend the text amendments now presented for introduction and subsequent adoption under Ordinance 2023-O-33, attached as Exhibit 7.0.
Discussion

Beach Houses/Cabanas and Boat Houses
The current definition of Boat House does not restrict their use to lots adjacent to the lake. Upon review, there was concern that a Boat House up to 750 square feet could be built on any residential lot, which was not the original intention. To address this, the definition has been amended to specify that a Boat House is only on a property abutting Lake Michigan.

The ordinance currently limits Beach Houses/Cabanas to 750 square feet. A Beach House/Cabana is defined specifically as serving a pool and/or spa or on a property adjacent to Lake Michigan. In response to a recent project at 2525 Lake Avenue, there was concern raised by staff that a pool house/cabana on a typical residential lot might be too large at 750 square feet. To address this, we have removed Cabana from the Beach House definition and created a separate Pool House/Cabana definition, to distinguish Beach Houses (adjacent to Lake Michigan) from Pool Houses/Cabanas (on all other property serving a pool). Beach Houses are still permitted at 750 square feet but Pool Houses/Cabanas are limited to 300 square feet.

The development standards have been amended to state the maximum size of Boat Houses, Beach Houses, and Pool Houses/Cabanas. A new requirement is proposed to limit only one Beach House, Boat House, or Pool House/Cabana per lot.

Sport Courts
The Committee was concerned about the permitted size of sport courts on residential lots. Of the 15 sport courts (approved and pending) that were discussed at the February 21, 2023 meeting, seven were over 1,000 square feet in area. The Committee proposed to cap the size of sport courts based on the size of the lot, so that the court may be more proportional to the property. A special use may be sought for a sport court on a single-family lot in excess of the proposed limit. This wording has been drafted as part of a new sport court standards section. Sport courts located on lots other than single-family are a permitted use.

2. For lots where the principal use is a single-family dwelling, the maximum size of a sport court shall be as follows:
   
   a. A lot area less than seven-thousand, five hundred (7,500) square feet: five hundred (500) square feet.

   b. A lot area of seven-thousand, five hundred (7,500) to nine-thousand, nine-hundred ninety-nine (9,999) square feet: seven hundred and fifty (750) square feet.

   c. A lot area of ten-thousand (10,000) to fourteen thousand nine-hundred ninety-nine (14,999) square feet: one-thousand (1,000) square feet.

   d. A lot area of fifteen-thousand (15,000) square feet or more: one-thousand, five hundred (1,500) square feet.

3. For lots where the principal use is a single-family dwelling, no more than twenty-five percent (25%) of the permitted area of a sport court may be located within
the buildable area of the lot.

4. Unless otherwise permitted by this Ordinance, additional area for a sport court above that permitted by 13.4.#.2 and 13.4.#.3 above is a special use.

The Committee wanted to limit the amount of sport court that can be located in the buildable area of lot in response to two recent proposals to construct a sport court in the buildable area of a now-vacant lot adjoining an occupied home. Accordingly, the proposed text also includes a limit of no more than 25% of the sport court’s permitted area in the buildable area of a single-family lot, also in the new sport court standards section (paragraph #3 above).

Finally, the new sport court standards section includes the staff proposal to define sport courts with fencing or netting of a height in excess of the allowable as Unusual Recreation Uses (formerly Unusual Recreation Equipment, see discussion below). This change codifies the existing staff interpretation that sport courts with tall fencing be considered Unusual Recreation Equipment that requires special use approval. As a special use, this avoids the issue of demonstrating a hardship to allow a taller fence height. Rather, an applicant has to show that the sport court with the taller fencing will not be detrimental, an easier point to make for optional recreation equipment.

To get a sense of the impact of the proposed amendments, the Committee looked at 8 permitted and pre-existing sport courts, including the sport court size, the proposed allowable maximum, and the percentage of sport court in the buildable area. These site plans are attached as Exhibit 5.0.

**Unusual Recreation Uses**
The proposed draft changes the name of Unusual Recreation Equipment to Unusual Recreation Uses. The purpose of this change is to capture uses such as pickleball that may be detrimental when taking place in a residential setting. In addition to changing the name, a new Unusual Recreation Uses standards section is proposed to clarify what types of equipment and uses are included.

**Artificial Turf**
The primary motivations for discussing artificial turf were to discuss the allowable area of turf and to receive the EEC’s review of turf. The Committee felt that the proposed coverage of the entire buildable area of a lot in the 1530 Central zoning case was too much and that a limit should be applied.

To restrict the amount of allowable turf, the Committee requested a few modifications.

First, the Committee agreed to no longer allow artificial turf in an interior side yard; currently turf is permitted to encroach to 3.0’ from an interior side lot line. As proposed, turf must meet the minimum side yard setback required on the lot by the zoning district. Turf was already not permitted to encroach into a front yard, side yard adjoining a street, and rear yard of a double-frontage lot. A new artificial turf standards section is proposed listing where turf is and is not permitted.

Second, the Committee proposed removing the provision in the definition that allows turf to be considered a permeable surface. This was based on the understanding that in some cases,
specifically for putting greens, the subsurface installed is not always pervious. Also, considering turf to be an impervious surface will further limit it on a property.

The Committee decided upon limiting artificial turf in the same manner as a sport court, so that the amount of turf coverage is more proportional to the lot size. A special use may be sought for single-family property where the coverage exceeds the stated limits.

3. For lots where the principal use is a single-family dwelling, the maximum square foot coverage of artificial turf shall be as follows:
   
a. A lot area less than seven-thousand, five hundred (7,500) square feet: five hundred (500) square feet.
   
b. A lot area of seven-thousand, five hundred (7,500) to nine-thousand, nine-hundred ninety-nine (9,999) square feet: seven hundred and fifty (750) square feet.
   
c. A lot area of ten-thousand (10,000) to fourteen thousand nine-hundred ninety-nine (14,999) square feet: one-thousand (1,000) square feet.
   
d. A lot area of fifteen-thousand (15,000) square feet or more: one-thousand, five hundred (1,500) square feet.

4. For lots where the principal use is a single-family dwelling, no more than twenty-five percent (25%) of total permitted area of artificial turf may be located within the buildable area of the lot.

5. Unless otherwise permitted by this Ordinance, additional area for artificial turf above that permitted by 13.4.#.3 and 13.4.#.4 above is a special use.

Text Amendment Standards of Review
For the proposed text amendments, the Special Zoning Committee considered the following factors and standards:

2000 Comprehensive Plan – Rezoning and Text Amendments
Petitions for zoning variations, special uses, and rezonings are regularly received, and small-scale land use decisions are made accordingly. Given that a series of land use decisions may have a cumulative impact on an area over time, those decisions should be made within a planning context and with consistency.

Policy One:
When assessing the reasonableness of land use changes within the community, the following factors should be considered.
   
1. Compatibility with the existing development pattern and the zoning of nearby properties.
2. Changes in the circumstances upon which the original zoning designation was based.
3. Major changes in land uses or conditions since the zoning was established.
4. Conformance of the current zoning and the proposed zoning to the current Comprehensive Plan.
5. Satisfaction of a public need by the proposed use.
6. Suitability of the subject property for the zoned purpose and the proposed use and purpose.
7. Availability of sites for the proposed use in existing districts permitting such use.
8. Compliance of the present development of the area with existing ordinances.
9. Possible unreasonable hardship imposed by the existing zoning.
10. Likelihood of a reasonable economic benefit being realized from uses in accordance with the existing zoning.
11. Effect of proposed use and zoning on property values in the area.
12. Effect of the existing use and zoning on adjacent properties.
13. Contribution to the redevelopment of a deteriorated area.
14. Conflicts with existing or planned public improvements.
15. Impact on traffic patterns, congestion and infrastructure.
16. Impact on population density such that the demand on public facilities is adversely affected. (Including but not limited to schools, recreational areas and facilities, sewers and streets)
17. Environmental impact on the vicinity.
18. Effects on the health, safety and welfare of the neighborhood and Village.

Zoning Ordinance Approval Standards for Zoning Amendments
The reviewing committee or commission’s recommendation and Village Board decision on any zoning amendment, whether text or map amendment, must consider the following standards (highlighted in yellow), as set forth in Table 5-1: Approval Standards for Zoning Amendments below. However this is a matter of legislative discretion that is not controlled by any particular standard.
### VILLAGE OF WILMETTE, ILLINOIS
#### TABLE 5-1: APPROVAL STANDARDS FOR ZONING AMENDMENTS

<table>
<thead>
<tr>
<th>STANDARDS</th>
<th>MAP AMENDMENTS</th>
<th>TEXT AMENDMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The existing development pattern, use and zoning of nearby property.</td>
<td>X</td>
<td></td>
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<tr>
<td>2. The extent to which property values of the subject property are</td>
<td></td>
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<tr>
<td>diminished by the existing zoning.</td>
<td>X</td>
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<tr>
<td>3. The extent to which the proposed amendment promotes the public</td>
<td>X</td>
<td>X</td>
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<tr>
<td>health, safety and welfare of the Village.</td>
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<tr>
<td>4. The relative gain to the public, as compared to the hardship imposed</td>
<td>X</td>
<td>X</td>
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<td>upon the applicant.</td>
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<td>5. The suitability of the property for the purposes for which it is</td>
<td>X</td>
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<td>presently zoned, i.e., the feasibility of developing the property in</td>
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<td>question for one (1) or more of the uses permitted under the existing</td>
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<td>zoning classification.</td>
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<td>6. The length of time that the property in question has been vacant,</td>
<td>X</td>
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<td>as presently zoned, considered in the context of development in the area</td>
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<td>where the property is located.</td>
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<td>7. The evidence of community need for the use proposed by the</td>
<td>X</td>
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<td>applicant.</td>
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<td>8. The consistency of the proposed amendment with the</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Comprehensive Plan.</td>
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<tr>
<td>9. The consistency of the proposed amendment with the intent and</td>
<td></td>
<td>X</td>
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<tr>
<td>general regulations of this Ordinance.</td>
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<tr>
<td>10. Whether the proposed amendment corrects an error or omission,</td>
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<td>X</td>
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<tr>
<td>adds clarification to existing requirements, or reflects a change in</td>
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<td>policy.</td>
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<td>11. That the proposed amendment will benefit the residents of the Village</td>
<td>X</td>
<td>X</td>
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<tr>
<td>as a whole, and not just the applicant, property owner(s),</td>
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<td>neighbors of any property under consideration, or other special</td>
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<td>interest groups, and the extent to which the proposed use would be in the</td>
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<td>public interest and would not serve solely the interest of the applicant.</td>
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<tr>
<td>12. Whether the proposed amendment provides a more workable way to</td>
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<td>X</td>
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<td>achieve the intent and purposes of this Ordinance, the</td>
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<td>Comprehensive Plan, or planned public improvements.</td>
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<td>13. The extent to which the proposed amendment creates non-</td>
<td>X</td>
<td>X</td>
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<tr>
<td>conformities.</td>
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<td>14. The trend of development, if any, in the general area of the property</td>
<td>X</td>
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<td>in question.</td>
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<td>15. Whether adequate public facilities are available including, but not</td>
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<td>limited to, schools, parks, police and fire protection, roads, sanitary</td>
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<td>sewers, storm sewers, and water lines, or are reasonably capable of</td>
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<td>being provided prior to the development of the uses, which would be</td>
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<td>permitted on the subject property if the amendment were adopted.</td>
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</table>

The yellow highlighting indicates the review standards applicable to a text amendment as the standards vary slightly for text and map amendments.

### Documents Attached
1. Referral Memorandum dated August 9, 2022
2. Referral Memorandum dated December 13, 2022
3. Certificate of Publication
4. Memorandum on Artificial Turf Analysis from the Environmental and Energy Commission dated January 12, 2023
5. Eight Sport Court Installations and Data
6. Minutes of the February 21, 2023 SZC Meeting
7. Ordinance 2023-O-33
REQUEST FOR BOARD ACTION

Community Development Department

SUBJECT: Appointment of Special Zoning Committee – Review zoning regulations pertaining to generators, mechanical equipment (air conditioning units), impervious surface, accessory structures, accessory uses, and side yards adjoining a street

MEETING DATE: August 9, 2022

FROM: John Adler, Director of Community Development

BUDGET IMPACT: None

Recommended Motions

Appoint the Land Use Committee sitting as a Special Zoning Committee to review zoning regulations pertaining to generators, mechanical equipment (air conditioning units), impervious surface, accessory structures, accessory uses, and side yards adjoining a street.

Background

During the Village Board's review of several recent zoning cases, questions were raised regarding certain zoning regulations. The questions were regarding regulations pertaining to:

1) Generator and air conditioning regulations
2) Impervious surface regulations
3) Accessory structure regulations
4) Accessory use regulations
5) Side yard adjoining a street regulations

The Village Board most recently discussed generator regulations during their review of a side yard setback variation for a generator at 311 Driftwood Lane.

The Village Board most recently discussed air conditioning and side yard adjoining a street regulations during their review of a side yard adjoining a street setback variation for an air conditioning unit at 630 Linden Avenue.

The Village Board most recently discussed Impervious surface, accessory structure and accessory use regulations during their review of a request to install a sport court and artificial turf at 1526-1530 Central Avenue.
Discussion

The Land Use Committee sitting as a Special Zoning Committee will meet to review zoning regulations pertaining to generators, mechanical equipment (air conditioning units), impervious surface, accessory structures, accessory uses, and side yards adjoining a street. The review will be conducted using insight collected during the Village Board’s review of zoning relief related to the subject regulations and staff’s experience administering the requirements. In addition, to assist the Special Zoning Committee with their discussion regarding artificial turf, the Environmental and Energy Commission has been asked to review artificial turf products from an environmental perspective and report back to the Committee.

The referral is purposely broad to allow reviewing uses and structures (such as artificial turf) as they may arise during the Special Zoning Committee’s discussion. The review will consist of looking at the reasoning behind the regulations, identifying the deficiencies (if any) in the Village’s current regulations, and developing revisions to address those deficiencies.
REQUEST FOR BOARD ACTION

Village Manager’s Office

AGENDA ITEM: 3.6

SUBJECT: Appointment of Special Zoning Committee – Review zoning regulations pertaining to landscaping and screening, and exterior lighting.

MEETING DATE: December 13, 2022

FROM: Sara Phyfer, Assistant to the Village Manager

BUDGET IMPACT: None

Recommended Motions

Appoint the Land Use Committee sitting as a Special Zoning Committee to review zoning regulations pertaining to landscaping and screening, and exterior lighting.

Background

At their September 28, 2021 meeting, the Village Board formally adopted the Sustainable Communities Strategic Plan. This Plan was the culmination of several years of effort by the Environmental and Energy Commission (EEC), with contributions from members of Go Green Wilmette (GGW), the League of Women Voters, and staff.

In taking steps to implement the Plan, the EEC has a goal of encouraging native habitats. They have divided their efforts into two working groups: Dark Skies and Pollinators. At their November 28, 2022 meeting, the EEC transmitted recommendations related to the Zoning Code to support native habitats.

Discussion

The Land Use Committee sitting as a Special Zoning Committee will meet to review zoning regulations pertaining to landscaping and screening, and exterior lighting. The review will be conducted using information collected during the EEC’s research and analysis, previous Village Board reviews of zoning relief related to the subject regulations, and staff’s experience administering the requirements.

The Special Zoning Committee’s review will consist of looking at the reasoning behind the regulations, identifying deficiencies (if applicable) in the Village’s current regulations as it relates to sustainability goals and enforcement, and developing revisions to address those deficiencies.

Page 1 of 1
Sold To:
Village of Wilmette Community Development Department - CU80083896
1200 Wilmette Ave
Wilmette, IL 60091-2721

Bill To:
Village of Wilmette Community Development Department - CU80083896
1200 Wilmette Ave
Wilmette, IL 60091-2721

Certificate of Publication:

Order Number: 7400812
Purchase Order: 7400812

State of Illinois - Cook

Chicago Tribune Media Group does hereby certify that it is the publisher of the Wilmette Life. The Wilmette Life is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Wilmette, Township of New Trier, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Wilmette Life, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 3/23/2023, and the last publication of the notice was made in the newspaper dated and published on 3/23/2023.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.


Wilmette Life
In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

24th Day of March, 2023, by

Chicago Tribune Media Group

[Signature]

Jeremy Gates
NOTICE OF PUBLIC HEARING

Notice is hereby given that on Tuesday, April 11, 2023 at 11:00 a.m., the Land Use Committee of the Village of Wilmette, sitting as a Special Zoning Committee, will conduct a public hearing in the Second Floor Meeting Room of Wilmette Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois, when the matters listed below will be considered:

2022-SZC-02 Review of Zoning Ordinance requirements pertaining to generators, mechanical equipment (air conditioning units), impervious surface, accessory structures, accessory uses, and side yards adjoining a street.

Review and recommend potential amendments to the Wilmette Zoning Ordinance regulations pertaining to generators, mechanical equipment (air conditioning units), impervious surface, accessory structures, accessory uses, and side yards adjoining a street.

2023-SZC-01 Review of Zoning Ordinance requirements pertaining to artificial turf

Review and recommend potential amendments to the Wilmette Zoning Ordinance regulations pertaining to artificial turf.

Trustee Peter Barrow, Chair
Trustee Kathy Dodd
Trustee Gina Kennedy

(Constituting the Land Use Committee and Special Zoning Committee 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 hearing, please notify the Village Manager's Office at (847) 853-1516 or TDD 7-1-1 as soon as possible.

March 23, 2023 - 7400812
Date: January 12, 2023
Subject: Artificial Turf Analysis
From: Environment & Energy Commission
To: Village of Wilmette Trustees

Background
This matter was submitted to the Environment & Energy Commission (EEC) as a result of a recent zoning variance request to install artificial turf (AT) in a side yard at a Wilmette residence. AT is widely used for sports fields and playgrounds; use at residential properties is less common in the Chicago area. AT consists of three components: grass blades, a carpet backing material, and a filler material. The grass blades are extruded polyethylene or nylon with a green pigment added. The carpet backing material is a synthetic polymer, for example, polypropylene. The filler material in the past has been crumb rubber made from recycled tires. More recently the filler is silica sand which is sometimes coated. All three components, especially the crumb rubber, contain organic chemicals and heavy metal which can leach into the underlying soil and ground water. However, studies have shown that chemical volatilization and direct contact with outdoor AT does not result in any significant health impacts. The current generation of AT is reported to be much more environmentally friendly with the elimination of heavy metals and crumb rubber.

Process
Several members of the EEC read and discussed a variety of articles regarding the environmental impact of AT. These included scientific peer reviewed journals, articles from environmental groups, and manufacturers’ literature. We also reviewed municipal ordinances for several cities where AT is more frequently used in a residential setting. In addition, EEC members met with a Wilmette resident who works in the field of artificial turf. This analysis did not include research regarding the potential impact of artificial turf on neighboring properties.

Below is a summary of the advantages and disadvantages of artificial turf for use in the Village.
Advantages of Artificial Turf

Lower physical maintenance by homeowner; no mowing or fertilizing
Uses less water and reduced chance of flooding; a sports field can save up to 1 million gallons per year
More pleasing appearance as AT stays green all year
Durable and can be installed in any location; stands up to heavy use
Available for use more frequently, can be used immediately after rainfalls
Studies show no significant health impacts for children or athletes
Formerly helped address the waste disposal problem of used tires

Disadvantages of Artificial Turf

Higher cost than natural turf
The surface temperature of AT is much higher and it can emit an unpleasant smell in sunny locations when crumb rubber is used as the filler material.
Production and transportation of AT releases greenhouse gases; it has a larger carbon footprint
Organic chemicals and heavy metals can leach into the ground water as older generations of AT degrade
Soil organisms can be negatively impacted by the organic chemicals from older generations of AT
AT as decorative landscaping is inconsistent with the objective of having the maximum possible natural habitat in Wilmette
The useful life of AT is approximately 10 to 20 years after which the components are not recyclable; however, there is a market for used AT
Life cycle installation, maintenance, and disposal costs exceed that of natural turf

Conclusion

The AT market had its beginnings in California and Florida due to water restrictions. The AT market on the North Shore is growing due to greater durability and less maintenance; yards that have little sunlight and poor drainage cannot support natural turf. The lifecycle of AT is less sustainable than natural turf due to its higher greenhouse gas emissions for manufacture, installation and disposal. In addition, the quality of artificial turf products vary amongst suppliers, creating inconsistencies when assessing environmental impact. While studies show AT does not negatively impact human health, the complete environmental impact of AT is not yet fully understood. As the AT product field continues to evolve, newer products may be more environmentally friendly.
Reference Material

Title: Environmental and Health Impacts of Artificial Turf: A Review
Author(s): Cheng, HF (Cheng, Hefa); Hu, YN (Hu, Yuanan); Reinhard, M (Reinhard, Martin)
Source: ENVIRONMENTAL SCIENCE & TECHNOLOGY Volume: 48 Issue: 4 Pages: 2114-2129 DOI: 10.1021/es4044193 Published: FEB 18 2014

Title: Environmental Consequences of Rubber Crumb Application: Soil and Water Pollution
Author(s): Fort, J (Fort, Jan); Kobeticova, K (Kobeticova, Klara); Bohm, M (Bohm, Martin); Podlesny, J (Podlesny, Jan); Jelinkova, V (Jelinkova, Veronika); Vachtlova, M (Vachtlova, Martina); Bures, F (Bures, Filip); Cerny, R (Cerny, Robert)
Source: POLYMERS Volume: 14 Issue: 7 Article Number: 1416 DOI: 10.3390/polym14071416 Published: APR 2022

Title: Widespread Occurrence of Non-Extractable Fluorine in Artificial Turfs from Stockholm, Sweden
Author(s): Lauria, MZ (Lauria, Melanie Z.); Naim, A (Naim, Ayman); Plassmann, M (Plassmann, Merle); Faldt, J (Faldt, Jenny); Suhring, R (Suhring, Roxana); Benskin, JP (Benskin, Jonathan P.)
Source: ENVIRONMENTAL SCIENCE & TECHNOLOGY LETTERS Volume: 9 Issue: 8 Pages: 666-672 DOI: 10.1021/acs.estlett.2c00260 Published: AUG 9 2022

Artificial Turf Fact Sheet, Toxic Use Reduction Institute, University of Massachusetts Lowell, Nov 2021

PFAS in Artificial Turf Carpet, Toxic Use Reduction Institute, University of Massachusetts Lowell, Feb 2020

Cities with ordinances related to AT

- Orlando, FL
- Sharon, MA
- West Palm Beach, FL

Prepared by: Sarina McBride and William Munu
Nonconforming to proposed requirements

Lot Area = 28,954 sf

Sport Court = 1,750 sf

Sport Court Max = 1,500 sf

532 sf of Sport Court in buildable area

Limited to 375 sf in buildable area
Conforming to proposed requirements

Lot Area = 17,599 sf

Sport Court = 399 sf

Sport Court Max = 1,500 sf

Sport Court entirely in Required Rear Yard

Limited to 375 sf in buildable area
Nonconforming to proposed requirements

Lot Area = 13,910 sf

Sport Court = 1,800 sf

Sport Court Max = 1,000 sf

+-1,500 sf of Sport Court in buildable area

Limited to 250 sf in buildable area
Nonconforming to proposed requirements

Lot Area = 9,440 sf

Sport Court = 780 sf

Sport Court Max = 750 sf

780 sf of Sport Court in buildable area

Limited to 187.5 sf in buildable area

Print Date: 4/10/2023

Notes

Lot Area = +/- 9,440 sf
2228 Kenilworth Avenue

Conforming to proposed requirements

Lot Area = 6,683 sf

Sport Court = 449 sf

Sport Court Max = 500 sf

+-55 sf of Sport Court in buildable area

Limited to 125 sf in buildable area

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Print Date: 4/10/2023

Notes
Lot Area = 6,683 sf
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conforming to proposed requirements</td>
<td>Lot Area = 17,134 sf</td>
</tr>
<tr>
<td>Sport Court</td>
<td>Max = 1,500 sf</td>
</tr>
<tr>
<td>Sport Court</td>
<td>Limited to 375 sf in the buildable area</td>
</tr>
<tr>
<td>Entirely in Required Rear Yard</td>
<td></td>
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</tbody>
</table>

Print Date: 4/10/2023

Disclaimer: The GIS Consortium and AEP Inc. are not liable for any use, misuse, misapplication, or information of any kind provided under this map. Although the information is believed to be generally accurate, errors may exist."
Nonconforming to proposed requirements

Lot Area = 19,412 sf

Sport Court = 1,344 sf

Sport Court Max = 1,500 sf

784 sf of Sport Court in buildable area

Limited to 375 sf in buildable area

Disclaimer: The GIS Consortium and MEP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.
714 Washington Ave

Nonconforming to proposed requirements

Lot Area = 11,196 sf

Sport Court = 672 sf

Sport Court Max = 1,000 sf

460 sf of Sport Court in buildable area

Limited to 250 sf in buildable area

Washington Ave

Print Date: 4/10/2023

Notes:
Lot Area = ± 11,196 sf
MINUTES OF THE LAND USE COMMITTEE-SPECIAL ZONING COMMITTEE
TUESDAY, FEBRUARY 21, 2023
11:00 A.M.
COMMUNITY DEVELOPMENT/ENGINEERING CONFERENCE ROOM
1200 WILMETTE AVENUE, WILMETTE, ILLINOIS 60091

Members Present:  Trustee Peter Barrow, Chairman
                  Trustee Kathy Dodd
                  Trustee Gina Kennedy

Members Absent:   None

Staff Present:    John Adler, Director of Community Development
                  Lisa Roberts, Deputy Director of Community Development

I.  Call to Order

Chair Barrow called the meeting to order at 11:00 a.m. Staff called the roll. Chair Barrow altered the order of the agenda by switching the first two cases.

II.  2022-SZC-02 Review of Zoning Ordinance requirements pertaining to generators, mechanical equipment (air conditioning units), impervious surface, accessory structures, accessory uses, and side yards adjoining a street

Review and recommend potential amendments to the Wilmette Zoning Ordinance regulations pertaining to generators, mechanical equipment (air conditioning units), impervious surface, accessory structures, accessory uses, and side yards adjoining a street.

Mr. Adler said they are highlighting things they wish to get done before the current LUC is no longer in place.

Beaches, Boat Houses, and Cabanas

Chair Barrow noted suggested changes for beaches, boat houses, and cabanas are reasonable. To require beach and boat houses on the beach seems logical. The proposed maximum size of cabanas is reasonable and not controversial.

February 21, 2023 Land Use Committee Minutes

Approved April 11, 2023
Trustee Dodd asked about pergolas. Mr. Adler said they are considered at 75% for FAR. Ms. Roberts said, if they are detached, they would be capped at 200 square feet. This includes without a roof. Most pergolas are attached to the principal structure so the 200 square foot limitation would not apply.

Trustee Kennedy asked why 400 square feet for a cabana and 200 square feet for a pergola. Mr. Adler said given cabanas are currently permitted 750 square feet, staff suggested a number that was less but seemed reasonable. That said, he believes something less than 400 square feet for a cabana would also be reasonable.

Trustee Kennedy asked and Mr. Adler confirmed all of these items are included in the total FAR.

Sport Courts

Mr. Adler talked about a sport court that was also used for hockey, year round, 1718 Forest Avenue. That particular court was pushed into the buildable area so as to not exceed the 35% rear yard impervious surface coverage maximum. The sport court was around 1,400 square feet on a 50’-wide lot. After some discussion, it was asked if the amount of sport court in the buildable area should be limited. He explained where/how the sport court could be placed.

Chair Barrow said 1,500 is not restrictive. He asked if an approach was considered to have a percentage in the yard or buildable area or a combination. Mr. Adler said that Trustee Dodd had mentioned this. He noted, in the rear yard, the size of the lot helps dictate how big the rear yard is. Currently, this deep lot has a required rear yard of 40’.

Trustee Kennedy asked if that is 40’ that can’t be built on. Mr. Adler said that the principal structure would not be able to be built in that 40’ but certain accessory structures can be. It is based on the length of the lot; 20% of lot depth. He explained this is a 58x40 rear yard; 2,320 square feet. This is limited to 35% coverage for a sport court. The garage area would be included towards the maximum at 812 square feet.

Trustee Dodd said, when a sport court is located in the buildable area without a principal structure, the trouble is the size of it is visible from the street. There is nothing to block the view. She is not sure she likes the idea of it being allowed in the side yard. The home at 706 Forest Avenue was shown. The sport court runs the entire length of the home and considered two lots.

Chair Barrow said this should not be encouraged. Everyone concurred.

Chair Barrow said the house immediately to the east of his has a sport court which was highlighted.

Trustee Kennedy said that is another great example why she doesn’t like the 1,500 square feet.
Mr. Adler said the lots in Chair Barrow’s neighborhood are typically 6,000-7,500 square feet. The permitted size of a sport court could be on a sliding scale.

Trustee Dodd asked about batting cages which are problematic. Mr. Adler said these could be added to the unusual recreation equipment development standards, which is how they’ve been interpreted. Pickleball was classified as unusual recreation equipment due to noise.

Ms. Roberts said that some sport courts now have fencing/netting enclosures which aren’t conforming (as it’s taller than 6.5”). Those are now called unusual recreation equipment needing a special use. Regarding pickleball, this is not the same as equipment like a batting cage. This could be deemed unusual recreational use.

Trustee Dodd noted play sets in the right-of-way popped up everywhere during the pandemic. She asked if anything is being done as such equipment is not allowed on the parkway. An article could be noted in The Communicator regarding what’s allowed for hockey rinks, play equipment, swing sets, etc. This could also be posted on social media.

Chair Barrow said maximum sport court size can be established. He asked about location limitations. Mr. Adler noted two communities have something specific about sport courts. Northbrook requires a 6’-10’ setback (based on district) in the interior side. On the rear, they require 10’. This could be considered. Northfield requires a minimum of 40 square feet.

It was stated that sport court and artificial turf regulations should be similar.

Chair Barrow asked the Committee’s feeling towards sport courts and buildable area.

Trustee Kennedy doesn’t like the idea of sport courts being built in the buildable area primarily when there is no principal structure. The court could be quite large and visible to the street.

Trustee Dodd doesn’t believe it should be allowed. It should be restricted in the buildable area.

The Committee discussed size limitations for sport courts based on lot area. Mr. Adler recapped the limit on sport court size as discussed: Below 7,500 is 500 square feet, up to 10,000 is 750 square feet, between 10,000-15,000 would be 1,000 square feet, and above 15,000 would be 1,500 square feet.

Discussion took place regarding how to limit the area of a sport court in the buildable area. Scenarios were discussed. The area of a sport court placed in the buildable area could be limited to a maximum of 25% of the sport court area. Anything greater could be considered a special-use. Because sport courts are currently limited at 35% of the required rear yard, it may even be difficult to build what’s allowed.

III. 2022-SZC-01 Review of Zoning Ordinance requirements pertaining to artificial turf

Review and recommend potential amendments to the Wilmette Zoning Ordinance regulations pertaining to artificial turf.
It was stated that turf should not be allowed in the required front yard, side yard adjoining a street, buildable area if there is no principal structure, or in the interior side yard.

Trustee Dodd said a putting green was placed in her neighbor’s side yard. Trustee Kennedy asked if that is okay in the side yard. Mr. Adler said they don’t allow putting greens in required side yards, required front yards, or required side yards adjoining a street. They are allowed in the buildable area which might be to the side of the house. They are allowed between the interior required side yard and the house.

Trustee Dodd noted that not all putting greens are turf. Some look like a rug. Mr. Adler said that is allowed. It is considered artificial turf if it’s permeable. Appearance is not reviewed per se.

Chair Barrow said he was surprised by the EEC’s report. He noted Wilmette should not be encouraging sport courts and especially artificial turf as it’s not consistent with the trees and the natural unbuilt environment.

Trustee Dodd said it would be disconcerting to see a gigantic winter landscape with a big bright green lawn.

Trustee Kennedy also was surprised at the EEC’s report. Advantages and disadvantages were provided. One advantage was to reduce the chance of flooding; however, we have grass being replaced, which already accomplishes that. She read the disadvantage of artificial turf and concurs for Wilmette it should be further limited.

Mr. Adler said staff will return with proposed wording, including limiting artificial turf and sport courts similarly.

A question about generator regulations was asked. Chair Barrow said the whole concept about having a decibel limit but not testing it while the generator is running doesn’t seem right. Mr. Adler stated if there is a complaint/outage, a visit will ensue, and, following the outage, the resident will have to bring it back to the specifications of when it was installed. This would have met the decibels initially. This part of the code could be written better.

Trustee Dodd felt that allowing AC units and generators in a side yard adjoining a street might make sense if properly screened. In some instances that may be the less disruptive location for a neighbor. Chair Barrow was concerned about the landscaping not being maintained in the future. Mr. Adler suggested keeping this on the committee’s to do list and revisiting at a future meeting.

IV. New Business

There was no new business.

V. Public Comment

There was no public comment.
VI. Adjournment

Trustee Dodd moved to adjourn the meeting, Trustee Kennedy seconded the motion and the motion carried unanimously. The meeting was adjourned at 12:22 p.m.

The meeting was reopened at 12:23 p.m.

Trustee Kennedy moved to continue case 2022-SZC-02 to March 14, 2023 at 11:00 a.m. Trustee Dodd seconded the motion. Voting yes: Trustees Kennedy, Dodd, and Chair Barrow. Voting no: none. The motion carried.

VII. Adjournment

Trustee Dodd moved to adjourn the meeting, Trustee Kennedy seconded the motion and the motion carried unanimously. The meeting was adjourned at 12:29 p.m.

Respectfully Submitted,

Lisa Roberts, Deputy Director
Community Development

Minutes transcribed by Gale Cerabona
ORDINANCE NO. 2023-O-33

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF 2014
(Appendix A- Article 30 -- Zoning Ordinance Amendments)
(Accessory Structures and Uses)

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, on January 28, 2014, the Village Board passed ordinance 2014-O-5 which adopted the Zoning Ordinance of 2014 ("Zoning Ordinance"); and

WHEREAS, the Village has reviewed and studied its regulations regarding certain accessory structures and uses; and

WHEREAS, to further protect the public interest, the Village desires to amend the restrictions and regulations of certain accessory structures and uses; and

WHEREAS, the Land Use Committee sitting as a Special Zoning Committee, after giving due and proper notice as required by law, held public hearing on April 11, 2023 to discuss amendments to Zoning Ordinance and the requirements regarding artificial turf, sport courts, and boat houses, thereafter filed with the President and Board of Trustees of the Village a report accompanied by findings of fact specifying the reasons for amending the Zoning Ordinance; and

WHEREAS, the Village Board finds that the below amendments to the Zoning Ordinance improve the effectiveness of the Ordinance, are in keeping with the spirit of the Ordinance, meet the standards for amendments and promote the public health, safety, morals and welfare, and are otherwise in the public interest;
NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Wilmette, Cook County, Illinois, in the exercise of its home rule power as follows:

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 Wilmette Village Code, as amended, is further amended in Appendix A Zoning Ordinance, Article 30-2, Section 30-2.4 Definitions, by inserting new definitions with the text shown in underlined, bold type below for the terms “Pool House/Cabana” and “Recreational Use” to be placed in alphabetical order in Section 30-2; and by deleting text of said Section 30-2.4 in the manner shown in strikethrough type below and inserting such new text in the manner shown in underlined bold type below, so that said Section 30-2.4 shall hereafter provide as follows:

Artificial Turf. A surface of synthetic fibers made to look like natural grass that is used for sports or similar activities that originally or normally take place on grass and for residential and commercial lawns. Artificial turf that maintains permeability equal to or better than the permeability of the natural ground surface of the property where it is installed shall not count against the impervious surface requirements of the Zoning Ordinance.

Beach House/Cabana. A detached accessory structure designed for use with a swimming pool, spa or on a property that abuts Lake Michigan, which typically maintains facilities for changing clothes, storing swimming equipment and supplies, and minimal sanitary facilities.

Boat House. A detached accessory structure on a property that is contiguous to Lake Michigan designed to provide enclosed storage of boats and related equipment.

Impervious Surface. A measure of intensity of land use that represents the portion of a site that is occupied by buildings, structures, pavement, and other impervious improved surfaces that do not allow for the absorption of water. This includes any surface whether considered by industry standard to be permeable, if such surface requires routine maintenance to maintain the permeability of the surface.

Pool House/Cabana. A detached accessory structure designed for use with a swimming pool or spa, which typically maintains facilities for changing clothes,
storing swimming equipment and supplies, and minimal sanitary facilities.

Recreational Use. A structure, equipment, or activity that is used to facilitate sport, exercise, hobby, craft, or pastime that is incidental to and associated with a residential use located on the same lot.

Unusual Recreational Equipment Use. 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 3: The Wilmette Village Code, as amended, is further amended in Appendix A Zoning Ordinance, Article 30-13, Section 30-13.4 Accessory Structures and Uses, is hereby created in its entirety, by deleting text of said Section 30-13.4 in the manner shown in strikethrough type below and inserting such new text in the manner shown in underlined bold type below, so that said Section 30-13.4 shall hereafter provide as follows:

Sec. 30-13.4. Accessory structures and uses.

All accessory structures and uses are subject to the requirements of this Article and the requirements of Section 30-13.5 (Permitted Encroachments) below. Additional accessory structures not regulated in this section may be regulated by Section 30-13.5 (Permitted Encroachments) below.

(a) Accessory Structures - General Regulations. All accessory structures are subject to the following regulations, in addition to any other regulations within this Article and this Ordinance.

(1) No accessory structure may be constructed prior to construction of the principal building to which it is accessory.

(2) Only those accessory structures permitted by this section or Section 30-13.5 (Permitted Encroachments) are permitted in required yards.

(3) The maximum height of any detached accessory structure is measured from average abutting grade to the peak of the roof. No detached accessory structure may exceed fifteen (15) feet, unless otherwise permitted or limited by this Ordinance.

(4) A detached accessory structure must be located a minimum of ten (10) feet from a principal building with the exception of swimming pools, spas, patios and decks that are not subject to this separation requirement. A roofed detached accessory structure must be located a minimum of four (4) feet from another roofed detached accessory structure.
(5) For lots less than fifteen thousand (15,000) square feet, no more than two (2) detached accessory structures are permitted on a lot. For lots fifteen thousand (15,000) square feet or greater, no more than three (3) detached accessory structures are permitted on a lot.

(A) This requirement shall not apply to uses owned or operated by a Unit of Local Government.

(B) For the purposes of this requirement, fences, walls, retaining walls, arbors, trellises, playground equipment, patios, decks, swimming pools and spas, tennis and similar recreation courts, and pergolas attached to the principal structure are not considered detached accessory structures. Construction of additional detached accessory structures above that permitted by this Ordinance is a special use. However, as of the effective date of this Ordinance, a lot that exceeds the maximum number of permitted detached accessory structures may replace an existing detached garage without special approval.

(6) All detached accessory structures are limited to a maximum area of two hundred (200) square feet each, unless otherwise permitted by this Ordinance. The total area of all roofed detached accessory structures is limited to a maximum of twenty-five percent (25%) of the permitted total principal structure floor area, not including applicable floor area bonuses. Unless otherwise permitted by this Ordinance, additional area for detached accessory structures above that permitted by this Ordinance is a special use. This requirement shall not apply to uses owned or operated by a Unit of Local Government.

(7) No detached accessory structures may be designed or used for housing. Basements are prohibited except in the case of a beach house/cabana or boat house on a sloping lot, which may have a basement for storage purposes only.

(8) A detached accessory structure may be equipped with a sink, toilet, and oven or microwave oven but bathing facilities are prohibited. However a beach house/cabana or boat house may have an outdoor shower head.

(9) Upon the demolition of a principal building, any remaining non-conforming accessory structures on the same property as the demolished structure must also be demolished or altered so that they conform to this Ordinance.

(10) Accessory structures on lots containing a side yard adjoining a street, or a double-frontage lot with a no-access strip along the rear lot line, shall be treated in the same manner as allowed in any required yard that abuts a street. However, fences in rear yards of double-frontage lots with a no-access strip are treated the same as fences in rear yards of double-frontage lots without a no-access strip.

(b) Amateur (HAM) Radio Equipment.

(1) Towers that solely support amateur (HAM) radio equipment and conform to all applicable performance criteria as set forth in Section 30-13.7 (Environmental Performance Standards) are permitted only in the rear yard and must be located ten (10) feet from any lot line.
(2) Towers are limited to the maximum building height of the applicable district, unless a taller tower is technically necessary to engage successfully in amateur radio communications in accordance with Paragraph (4) below.

(3) Antenna may be ground-, building- or roof-mounted. Every effort must be made to install radio antennae in locations that are not readily visible from neighboring properties or from the public right-of-way, excluding alleys.

(4) An antenna or tower that is proposed to exceed the height limitations is a special use. The operator must provide evidence that a taller tower and/or antenna is necessary to successfully engage in amateur radio communications. In addition, the applicant must provide evidence that the tower and/or antenna do not prove a hazard to birds (i.e., minimal chance of bird strikes). As part of the application, the applicant must submit a site plan showing the proposed location of the tower and/or antenna, as well as its relation to the principal building and any additional accessory structures.

(5) Antennae and/or towers owned and operated by the Village are exempt from these requirements.

(c) Arbors or Trellises.

(1) Arbors and trellises are limited to maximum height of nine (9) feet, a maximum width of six (6) feet and a maximum depth of three (3) feet. The sum of depth in feet and width in feet is limited to eight (8) feet.

(2) Each surface of an arbor or trellis must be at least fifty percent (50%) open.

(3) No more than a total of three (3) arbors or trellises, or a combination thereof, is permitted on a lot. No more than one (1) arbor or one (1) trellis is permitted along a single lot line.

(4) Arbors attached to a principal building may not encroach more than four (4) feet into the required front, side yard adjoining a street, or rear yard, and no more than two (2) feet into the interior side yard. Attached arbors are limited to ten percent (10%) coverage of a front yard. Detached arbors are permitted encroachments in any required yard. Trellises are permitted encroachments in the interior side and rear yards.

(d) Artificial Turf

(1) Artificial turf may not be located in a required front yard, side yard adjoining a street, interior side yard, or rear yard of a double-frontage lot. Artificial turf in the rear yard must be located a minimum of three (3) feet from side and rear lot lines.

(2) Artificial turf shall be considered an impervious surface.

(3) For lots where the principal use is a single-family dwelling, the maximum square foot coverage of artificial turf shall be as follows:
a. A lot area less than seven-thousand, five hundred (7,500) square feet: five hundred (500) square feet.

b. A lot area of seven-thousand, five hundred (7,500) to nine-thousand, nine-hundred ninety-nine (9,999) square feet: seven hundred and fifty (750) square feet.

c. A lot area of ten-thousand (10,000) to fourteen thousand nine-hundred ninety-nine (14,999) square feet: one-thousand (1,000) square feet.

d. A lot area of fifteen-thousand (15,000) square feet or more: one-thousand, five hundred (1,500) square feet.

(4) For lots where the principal use is a single-family dwelling, no more than twenty-five percent (25%) of total permitted area of artificial turf as provided for in subsection 3 above, may be located within the buildable area of the lot.

(5) Any area of artificial turf on a lot in excess of the maximum areas allowed may only be authorized as a special use.

(e) Beach Houses/Cabanas or Boat Houses. Beach Houses, Boat House, Pool House/Cabana

No more than one beach house, boat house, and pool house/cabana is permitted on a lot.

(1) A beach house/cabana or boat house is permitted a maximum area of seven hundred fifty (750) square feet.

(2) A boat house is permitted a maximum area of seven-hundred fifty (750) square feet.

(3) A pool house/cabana is permitted a maximum area of three-hundred (300) square feet.

(f) Dog Runs. Dog runs shall comply with all applicable Village ordinances including the following:

(1) Location. Dog runs shall be located a minimum of three (3) feet from any side or rear lot line. Dog runs shall not be located in a front yard or side yard adjoining a street.

(2) Enclosure.
(A) Dog runs shall be enclosed with a fence or other enclosure approved by the Community Development, Engineering and Public Works Services, and Community Development Departments.

(B) Dog runs shall comply with the fence regulations set forth in Section 30-13.4.(f).

(C) Dog runs shall not utilize or adjoin the neighboring fence on any side.

(D) The enclosure of a property with a fence shall not constitute a dog run.

(3) Surfacing. Dog runs shall be constructed so as to permit proper filtering and/or drainage.

(A) Dog runs may be surfaced with one (1) or more of the following materials:

(i) Grass; and/or

(ii) In whole or in part, concrete or other impervious material, the surface of which must pitch to the perimeter when a filtration bed consisting of eight (8) inches of crushed limestone and sand, covered with a four (4) inch layer of gravel, has been installed; and/or

(iii) In whole or in part, an eight (8) inch layer of crushed limestone and sand, covered by a four (4) inch layer of gravel.

(B) The area must be properly confined to prevent a washout of the gravel, limestone, and sand.

(C) Dog runs may not be constructed or surfaced with any absorbent material which may cause nuisance odors or the inability to maintain the area in a sanitary condition.

(D) Dog runs surfaced with an impervious material must comply with the impervious surface coverage regulations set forth in the zoning district in which they are located.

(4) Cleaning. Dog runs must be cleaned at least daily or more often as necessary to prevent odors and other nuisances.

(g) Donation Boxes. Donation boxes are permitted for non-residential uses.

(1) Only one (1) donation box is permitted per zoning lot. The donation box must be related to and owned by the principal use on the site.

(2) No donation box may be located in the front yard. Donation boxes may be located in the side yard adjoining a street, interior side or rear yard but must be three (3) feet from any property line. No donation box may be located within a required parking space.

(3) The area surrounding the donation box must be kept free of any junk, debris or other material.

(4) Donation boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be free of graffiti.

(5) Donation boxes shall be locked or otherwise secured.
(6) Donation boxes shall contain the following contact information on the front of each donation box: the name, address, email, and phone number of the operator.

(7) Donation boxes shall be serviced and emptied as needed, but a minimum of every fifteen (15) days.

(8) Donation boxes shall not exceed five (5) feet in height and sixty (60) cubic feet.

(h) *Eaves.*

(1) Eaves are permitted to encroach no more than four (4) feet into a required front, side yard adjoining a street, or rear yard and no more than two (2) feet in to a side yard.

(2) Where the line of an existing eave is to be continued, the eave may encroach three (3) feet into a side yard.

(3) Eaves of detached garages located entirely in the required rear yard may encroach to within one (1) foot of the side and rear lot lines.

(i) *Fences and Walls.*

(1) *General Requirements.*

   (A) The following fences are prohibited:

      (i) Fences prohibited under Section 8-107 of the Village Code.

      (ii) Fences that do not comply with article 4 of chapter 20 of the Village Code.

      (iii) Wire fences of a gauge lighter than eleven (11).

      (iv) A variation to permit the construction or maintenance of such a fence shall not be granted.

   (B) The finished side of all fences must face the street, alley or abutting property. The finished side of a fence is defined as the smooth side or the side not containing structural supports. If structural elements are an integral part of the fence design, such elements must be centered on the line of the fence.

   (C) Strips or slats are prohibited among the links of a chain link fence.

   (D) Synthetic fiber fences must meet the following requirements:

      (i) Plumbing material is prohibited.

      (ii) All fence material must have color consistency throughout.

      (iii) Any post or horizontal component must have a minimum thickness of a twelfth (0.12) of an inch.

      (iv) All fence material must be recyclable at the conclusion of its useful life.

   (E) Gates shall not overhang any public way including sidewalks, streets, alleys, and parkways.

(2) *Fence Location, Type and Height.*
(A) Fences are permitted in a required front yard, side yard adjoining a street, and rear yard of a double-frontage lot if such fence meets the following standards:

(i) Fences are limited to a maximum height of four (4) feet, as measured from abutting grade.

(ii) Fences must be a minimum of fifty percent (50%) open as measured in Section 30-2.5.(k).

(iii) Chain link fences are prohibited.

(iv) Finials on support posts are limited to four (4) inches above the finished top of the fence.

(v) Fence piers are limited to a maximum column width of eighteen (18) inches. Columns must be set no less than eight (8) feet apart on center. However, for residential lots in the R Zoning District that are twenty thousand (20,000) square feet or more in lot area, up to four (4) columns no wider than twenty-four (24) inches and six-and-one-half (6.5) feet in height are permitted in a front yard or side yard adjoining a street.

(vi) No planter, lamp or similar decorative element that exceeds eighteen (18) inches may be installed above the finished top of the column.

(vii) Fences requiring a footing must be set back three (3) feet from the property line.

(B) Solid fences are permitted in interior side yards and rear yards, and are limited to six and one-half (6.5) feet in height. No solid fence is permitted in any required front yard, side yard adjoining the street, or in the required rear yard of a double-frontage lot, unless permitted by Paragraph (C) below.

(C) A solid fence of up to six and one-half (6.5) feet in height may be permitted in a front yard where the fence adjoins and is parallel to a portion of the streets listed in Table 13-1: Front Yard Solid Fence Exceptions. In addition, such fence is permitted along the interior sides of the front yard of properties listed below.

(D) A solid fence of up to six and one-half (6.5) feet in height may be permitted in a rear yard, side yard adjoining a street or the required rear yard of a double-frontage lot where the fence adjoins and is parallel to a portion of the streets listed in Table 13-2: Solid Fence Exceptions. In addition, such fence is permitted along the interior sides of the required rear yard of properties listed below.

A solid fence of up to eight (8) feet in height may be permitted in a rear of a double-frontage lot of the properties noted in Table 13-2. No other fence for the properties listed in Table 13-2 may exceed six and one-half (6.5) feet in height.
### VILLAGE OF WILMETTE, ILLINOIS

#### TABLE 13-1: FRONT YARD SOLID FENCE EXCEPTIONS

<table>
<thead>
<tr>
<th>ROAD</th>
<th>BLOCK</th>
<th>CROSS STREET(S)</th>
<th>PERMITTED LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheridan Road</td>
<td>1400 Block</td>
<td>Chestnut Avenue to Westerfield Drive</td>
<td>West Side Only</td>
</tr>
<tr>
<td>Skokie Boulevard</td>
<td>200 Block</td>
<td>Old Glenview Road to New Glenview Road</td>
<td>West of 208 and 234-240 Adjoining Skokie Boulevard</td>
</tr>
</tbody>
</table>

#### VILLAGE OF WILMETTE, ILLINOIS

#### TABLE 13-2: SOLID FENCE EXCEPTIONS

<table>
<thead>
<tr>
<th>ROAD</th>
<th>BLOCK</th>
<th>CROSS STREETS(S)</th>
<th>PERMITTED LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briar Drive</td>
<td>200 Block</td>
<td>Old Glenview Road to Lilac Lane</td>
<td>South Side Only</td>
</tr>
<tr>
<td>Carriage Way</td>
<td>100 Block</td>
<td></td>
<td>South Side Only</td>
</tr>
<tr>
<td>Chestnut Avenue</td>
<td>700 Block</td>
<td></td>
<td>North Side Only</td>
</tr>
<tr>
<td>Crawford Avenue</td>
<td>100-300 Blocks</td>
<td>Wilmette Avenue to Old Glenview Road</td>
<td>South Side Only</td>
</tr>
<tr>
<td>Fairway Drive</td>
<td>3900 Block</td>
<td></td>
<td>South Side Only</td>
</tr>
<tr>
<td>Hibbard Road</td>
<td>700-900 Blocks</td>
<td>Skokie Boulevard to Indianwood Road</td>
<td>South Side Only</td>
</tr>
<tr>
<td>Hunter Road</td>
<td>500 Block</td>
<td>North of Wilmette Avenue</td>
<td>West Side Only</td>
</tr>
<tr>
<td>Hunter Road</td>
<td>900-1000 Blocks</td>
<td>Lake Avenue to Iroquois Road</td>
<td>West Side Only</td>
</tr>
<tr>
<td>Illinois Road</td>
<td>3300 Block</td>
<td></td>
<td>South Side Only</td>
</tr>
<tr>
<td>(1) Illinois Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Avenue</td>
<td>2300-3000 Blocks</td>
<td>Hunter Road to Hibbard Road</td>
<td>North Side Only</td>
</tr>
<tr>
<td>Lake Avenue</td>
<td>3900-4100 Blocks</td>
<td>West of Harms Road</td>
<td>North Side Only; Chain link is permitted</td>
</tr>
<tr>
<td>Lockerbie Lane</td>
<td>100 Block</td>
<td></td>
<td>Along Cul-de-sac Adjoining Old Orchard Road</td>
</tr>
<tr>
<td>Millbrook Lane</td>
<td>100-200 Blocks</td>
<td>Old Glenview Road to Lilac Lane</td>
<td>West Side, Only Those Adjoining Briar Drive</td>
</tr>
<tr>
<td>New Glenview Road</td>
<td>2400-2900 Blocks</td>
<td>Hunter Road to Valley View Lane</td>
<td>Both Sides</td>
</tr>
<tr>
<td>New Glenview Road</td>
<td>2900-3100 Blocks</td>
<td>Valley View Lane to Hibbard Road</td>
<td>South Side Only</td>
</tr>
<tr>
<td>Location</td>
<td>Block Range</td>
<td>Description</td>
<td>Side of Road</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>----------------------</td>
<td>--------------------------------------------------</td>
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</tr>
<tr>
<td>Old Glenview Road</td>
<td>2100 Block</td>
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<td>South Side Only</td>
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<tr>
<td>Old Glenview Road</td>
<td>3000 Block</td>
<td></td>
<td>South Side Only</td>
</tr>
<tr>
<td>Pioneer Lane</td>
<td>2100 Block</td>
<td></td>
<td>South Side Only</td>
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<tr>
<td>Plum Tree Lane</td>
<td>100 Block</td>
<td></td>
<td>South Side Only</td>
</tr>
<tr>
<td>Skokie Boulevard</td>
<td>300-800 Blocks</td>
<td>New Glenview Road to Lake Avenue</td>
<td>Both Sides</td>
</tr>
<tr>
<td>Sprucewood Lane (1)</td>
<td>3200 Block</td>
<td></td>
<td>Only Those Adjoining Skokie Boulevard</td>
</tr>
<tr>
<td>Thelin Court</td>
<td>200 Block</td>
<td></td>
<td>East Side Adjoining Skokie Boulevard and North Side Adjoining New Glenview Road</td>
</tr>
<tr>
<td>Virginia Lane</td>
<td>1100 Block</td>
<td></td>
<td>West Side Adjoining Hibbard Road Only; No Closer Than 30' South of Illinois Right-of-Way</td>
</tr>
<tr>
<td>Westerfield Drive</td>
<td>801-819</td>
<td></td>
<td>South Side Only</td>
</tr>
<tr>
<td>Wilmette Avenue</td>
<td>2300-2500 Blocks</td>
<td>West of Hunter Road</td>
<td>North Side Only</td>
</tr>
</tbody>
</table>

(1) These properties may have a solid fence, in the rear yard, of up to eight (8) feet in height as permitted in Section 30-13.4(h)(2)(D).

(3) **Free Standing Walls.**

(A) Free standing walls may not be located in a required front yard, side yard adjoining a street or rear yard of a double-frontage lot. A free standing wall may be located in a side yard or rear yard no closer than three (3) feet from a lot line provided it does not exceed three (3) feet in height.

(B) Any free standing wall must be built upon a footing.

(j) **Garages, Attached and Detached.**

(1) **Attached Garages.** The following regulations apply only to single-family and two-unit dwellings constructed after the effective date of this Ordinance. Attached garages are not considered an accessory structure but are subject to the regulations of this section for attached garages.

(A) Front-loaded attached garages are limited to fifty percent (50%) of the width of the front facade of the house or twenty-two (22) feet in width, whichever is greater, as measured along the building line that faces the street.
(B) Attached front-loaded garages must be located a minimum of five (5) feet behind the main front facade of the house. This measurement is taken from the part of the front facade that is immediately adjacent to the garage, except that the measurement may be taken from the part of the house closest to the street if all of the following conditions are met:

(i) The front facade of the house is irregular, i.e., the front foundation is not a straight line.

(ii) The portion closest to the street is actual living space.

(iii) No measurement may be taken from a porch, bay window, turret or similar architectural feature that protrudes from the facade.

(C) Sub-paragraphs (A) and (B) above do not apply if more than fifty percent (50%) of the single-family homes on the same block (counting homes on both sides of the street) have garages not meeting the requirements of Sections 30-13.4.(i)(1)(A) and (B) and more than fifty percent (50%) of the single-family homes located within five-hundred (500) feet of the subject property and within the same zoning district do not meet the requirements of Sections 30-13.4.(i)(1)(A) and (B).

(2) Detached Garages. The following design standards apply to all detached garages.

(A) Detached garages are limited to the following height maximums:

(i) A detached garage with a flat roof is limited to a maximum of twelve (12) feet in height as measured from average abutting grade to the peak of the roof.

(ii) A detached garage with a pitched or mansard roof is limited to a maximum of fifteen (15) feet in height as measured from average abutting grade to the peak of the roof.

(iii) A detached garage with a pitched roof may be a maximum of eighteen (18) feet in height under the following conditions:

a. The maximum distance measured from the floor of the garage to the top of the exterior wall framing does not exceed nine (9) feet and four (4) inches.

b. Dormers or other projections outward from the plane of the roof do not exceed a height of twelve (12) feet above average abutting grade.

(iv) A detached garage with a pitched roof may be a maximum of twenty (20) feet in height under the following conditions:

a. The pitch and the roof type of the garage roof equals the primary roof pitch and roof type of the principal structure subject to review by the Zoning Administrator.
b. The maximum distance measured from the floor of the garage to the top of the exterior wall framing does not exceed nine (9) feet and four (4) inches.

c. Dormers or other projections outward from the plane of the roof do not exceed a height of twelve (12) feet above average abutting grade.

(v) A detached garage with a cross gable is limited to fifteen (15) feet in height above average abutting grade.

(B) The area above the vehicle parking spaces in a detached garage may not contain a kitchen or sleeping area.

(C) Detached garages on lots less than fifteen thousand (15,000) square feet in lot area are limited to six hundred (600) square feet in area. Detached garages on lots fifteen thousand (15,000) square feet or more in lot area are limited to eight hundred (800) square feet in area. However, a detached garage for a townhouse development in the R2 or R3 District is limited to four hundred (400) square feet of area per dwelling unit. Request for relief from this section is treated as a special use. Additional area for detached garages above that permitted by this Ordinance is a special use.

(D) No garage located in the R, R1, R2, or PCD-1 District shall contain spaces for more than four (4) vehicles.

(E) Detached garages are permitted in the rear yard and must be located a minimum of three (3) feet from any lot line. Detached garages must be located a minimum of ten (10) feet from the principal building on a lot. These distances are measured from the finished walls of the structures.

(k) **Home Occupations.**

1. The home occupation must be conducted entirely within the dwelling unit and clearly incidental and secondary to the use of the dwelling for residential purposes.

2. A home occupation may not be established prior to the member(s) of the family who are conducting the home occupation taking possession of, and residing in, the dwelling.

3. No person other than a family member residing on the premises may be employed by or engaged in part of a home occupation.

4. Vehicular traffic and on-street parking must not be increased by the home occupation.

5. The receipt, sale or shipment of deliveries is not permitted on or from the premises, with the exception of regular U.S. Mail and/or an express shipping service that is characteristic of service to residential neighborhoods.

6. A home occupation must not generate noise, solid waste, vibration, glare, fumes, odors or electrical interference beyond what normally occurs in a residential use. No outside storage or display of materials, merchandise, inventory or heavy equipment is permitted.
(7) No exterior alteration that changes the residential character of the principal building is permitted.

(8) No home occupation may provide service or instruction simultaneously to a group of more than four (4) persons while such persons are present in the dwelling unit.

(9) Any type of motor vehicle service and repair is a prohibited home occupation.

(10) Day care homes are not considered a home occupation, but rather a principal use.

(l) Mechanical Equipment.

(1) In all districts, all mechanical equipment including, but not limited to, heating, ventilating and air-conditioning (HVAC) units, may not be located in a required front yard, side yard adjoining a street or rear yard of a double-frontage lot. When located in an interior side yard or rear yard, such equipment may be no closer than ten (10) feet from a lot line.

(2) All ground-based mechanical equipment that is located between the principal building and a street must be screened from the street by non-deciduous landscaping or conforming fencing.

(3) Double-stacked mechanical equipment, i.e., condenser units stacked vertically, is prohibited for single-family, two-unit, townhouse/stacked flat dwellings in a residential district.

(4) Any mechanical equipment located on the roof of any structure must be located at least six (6) feet from any supporting wall of the building to permit safe access to the roof, and must be screened by an architectural element of the roof.

(m) Outdoor Fireplaces and Fire Pits.

(1) The chimney height on an outdoor fireplace shall not exceed fifteen (15) above average abutting grade. Fire pits shall not have a chimney.

(2) The outdoor fireplace and fire pit may not be located in a required front yard, side yard adjoining a street, or rear yard of a double-frontage lot.

(3) The outdoor fireplace and fire pit shall comply with article XVII of chapter 12 of the Village Code.

(n) Outdoor Kitchenettes. In all residential districts, outdoor kitchenettes must comply with the required front yard, side yard adjoining a street, and interior side yard setback requirements. When located entirely within the rear yard, an outdoor kitchenette may encroach no closer than three (3) feet to a lot line.

(o) Outdoor Display and Sales Areas - Accessory.

(1) All business operations must be conducted within a completely enclosed building, except for the display, but not the sale, of plants or flowers in durable containers, or fresh fruits or vegetables, provided that the display is located within fifteen (15) feet of the principal building, is not located on public property or within a public right-of-way, and does not occupy or interfere with the use of required parking spaces and aisles.

(2) Vending machines located outside of the principal building are prohibited.
(p) *Permanently Installed Stand-By Generators.*

(1) The sound rating value of stand-by generators in any residential district is limited to seventy (70) decibels at the receiving lot line under normal load. The owner must maintain the generator so that this sound level is not exceeded during its operation. However, all permanently installed stand-by generators are exempt from the noise performance standard of this Ordinance when operated during power outages.

(2) In a residential zoning district, an electrical stand-by generator must be installed a minimum of fifteen (15) feet from any side or rear lot line or five (5) feet from any side or rear lot line abutting a public alley. However, on a residential lot less than thirty (30) feet in width, the generator may be installed at the point closest to equidistant between the side lot lines that does not interfere with ingress and egress to the dwelling or a garage. All such units must be installed at ground level only with exhaust ports oriented away from adjacent property.

(3) In a non-residential zoning district, an electrical stand-by generator must be installed no less than five (5) feet from any lot line.

(4) Permanent stand-by generators may be operated for testing purposes one (1) time for a period not to exceed thirty (30) minutes in any seven (7) day period. Testing of stand-by generators in all residential districts must take place between 9:00 a.m. and 11:00 a.m. Monday through Friday.

(5) All permanent stand-by generators must be installed in accordance with the requirements of the Village Code.

(q) *Porches.*

(1) Open porches may encroach six (6) feet into any required front, side yard adjoining a street or rear yard. Steps attached to open porches in any required front or side yard adjoining a street may encroach an additional three (3) feet from the edge of the porch, for a maximum encroachment of nine (9) feet (six (6)-foot porch plus three (3)-foot step encroachment).

(2) Open porches may encroach two (2) feet into an interior side yard. Steps attached to open porches in an interior side yard may encroach an additional three (3) feet into an interior side yard but in no event have a side yard setback less than three (3) feet.

(3) Porches may not cover more than ten percent (10%) of the front yard.

(4) Stoops are not considered porches.

(5) A roof line that is the continuous extension of a porch roof shall be considered part of the porch for setback, floor area, and lot coverage porch bonus, and floor area porch bonus purposes.

(r) *Retaining Walls.*

(1) Retaining walls must be located at least one (1) foot from any property line and shall not encroach into any public right-of-way.
(2) Retaining walls, including the terracing of retaining walls for landscaping effect, shall be limited to two (2) feet in height. Retaining walls over two (2) feet in height shall be permitted only if approved by the Village Engineer.

(3) Retaining walls that exist as of the effective date of this Ordinance may be repaired and replaced, so long as there is no increase in height.

(s) Satellite Dish Antennas. Regulations in this subsection are imposed to the extent permissible under the Over the Air Reception Device Rule (OTARD) of the Federal Communications Commission.

(1) General Requirements.

(A) Satellite dish antennas must be permanently installed on a building, in the ground or on a foundation, and not mounted on a portable or movable structure.

(B) Subject to operational requirements, the dish must be of a neutral color, such as white or grey, and blend with the surroundings as best as possible. No additional signs or advertising are permitted on the satellite dish itself, aside from the logos of the satellite dish service provider or dish manufacturer.

(C) Cables and lines serving ground-mounted satellite dish antennas must be located underground.

(D) Compliance with all federal, state and local regulations is required in the construction, installation and operation of satellite dish antennas.

(E) All exposed surfaces of the antenna must be kept clean and all supports must be painted to maintain a well-kept appearance.

(F) Antennas no longer in use must be removed.

(2) Small Satellite Dish Antennas (One (1) Meter or Less in Diameter). Small satellite dish antennas, which are one (1) meter or less in diameter (thirty-nine and three-eighths (39-3/8) inches), are subject to the general requirements of Paragraph (1) above. Every effort must be made to install small satellite dish antennas in locations that are not readily visible from neighboring properties or from the public right-of-way.

(3) Large Satellite Dish Antennas (More than One (1) Meter).

(A) Residential Districts.

(i) Large satellite dish antennas are permitted only in the rear yard of residential districts, and must be setback a distance from all lot lines that is equal to the height of the dish, but in no case less than five (5) feet from any lot line.

(ii) A large satellite dish antenna must be located and screened so that it cannot be readily seen from public streets or adjacent properties. Screening includes fences and landscape located to conceal the sides and rear of the antenna and its support structure. Landscape must be, at minimum, five (5) feet tall at the time of installation.
(B) Non-Residential Districts.

(i) A large satellite dish antenna is permitted only in the rear or interior side yard and setback, and must be setback a distance from all lot lines that is equal to the height of the dish, but in no case less than five (5) feet from any lot line.

(ii) Roof-mounting is permitted only if the satellite dish antenna is in scale with the overall building mass and location, and must be screened by an architectural feature. The bottom of the satellite dish antenna may not be more than two (2) feet above the roof. The visible portion of the dish must not comprise more than twenty-five percent (25%) of the corresponding height or width of the screen.

(iii) Ground-mounted satellite dish antenna must provide screening, which includes fencing or landscape to accomplish the following:

   a. All ground-mounted accessory equipment and the lower part of the support structure must be completely screened.

   b. Where feasible, trees must be installed to the side and rear of the antenna and at a height/elevation equal to the tallest portion of the dish.

(i) Sheds and Greenhouses.

   1) Sheds and greenhouses may not be located in a required front yard, side yard adjoining a street, interior side yard or rear yard of a double-frontage lot. When located in a rear yard, sheds and greenhouses may be no closer than three (3) feet from a lot line.

   2) Sheds and greenhouses must be located a minimum of ten (10) feet from the principal building and a minimum of four (4) feet from any other roofed accessory structure.

   3) The structures are limited to ten (10) feet in height.

(u) Solar Energy Systems.

   1) A solar energy system is subject to the following development and design standards:

      (A) A solar energy system may be building- or ground-mounted, or integrated into a building.

      (B) Solar panels must be placed so that concentrated solar radiation or glare is not directed onto nearby properties or roadways.

      (C) All power transmission lines from a ground-mounted solar energy system to any structure must be located underground.

      (D) Advertising, including signs, streamers, pennants, spinners, reflectors, ribbons, tinsel, balloons, flags, banners or similar materials are prohibited. Only manufacturer and equipment information, warning signs or ownership information is permitted on any equipment of the solar energy system.
(E) A solar energy system connected to the utility grid must provide written authorization from the local utility company acknowledging and approving such connection.

(2) Building-Mounted Systems.

(A) A building mounted system may be mounted on a principal building or accessory structure in the following locations:

(i) When mounted on a roof:

a. The solar panel system is limited to one (1) foot above the maximum building height of the zoning district for the building type (principal building or accessory structure). Height is measured from the roof surface on which the system is mounted to the highest edge of the system.

b. The solar panel system must meet the required setbacks of the structure it is placed upon.

c. 1. The panels should be located no higher than three (3) feet below the ridge to allow for smoke ventilation.

2. Panels should be located in a manner that provides one (1) three (3)-foot wide clear access pathway from eave to the ridge on each roof slope where modules are located.

   Modules adjacent to a Hip or Valley shall provide one and a half (1.5) foot of clearance on both faces if modules are located on both sides, but may be placed directly adjacent to a hip or valley if modules only occupy one side.

3. A three (3)-foot perimeter should be observed around a solar panel system placed on a flat roof, pitch of 2:12 or less.

d. The Fire Chief or his/her designee may grant exceptions to the requirements contained under Section (1)(2)(A)(i)c.1., 2. and 3. above where access, pathway or ventilation requirements are reduced due to:

   • Proximity and type of adjacent exposures.
   • Alternative access opportunities (as from adjoining roofs).
   • Ground level access to the roof area in question.
   • Adequate ventilation opportunities beneath solar array (as with significantly elevated or widely-spaced arrays).
   • Adequate ventilation opportunities afforded by module set back from other rooftop equipment (example: shading or structural constraints may leave significant areas open for ventilation near HVAC equipment).
- Automatic ventilation device.
- New technology, methods, or other circumstances that ensure adequate fire department access, pathways and ventilation opportunities.

(ii) When mounted on a facade:
   a. Side and rear building facades.
   b. Front or corner building facades provided that systems are simultaneously used to shade the structure's windows.
   c. Solar panels may project up to two (2) feet from a facade.

(3) Building Integrated Photovoltaic Solar Energy Systems. Building integrated photovoltaic solar energy systems will be allowed on all building facades and roof sides provided the building component in which the system is integrated meets all required setbacks for the district in which the building is located.

(4) Free Standing Systems.
   (A) A free standing system is permitted only in the rear yard and must be setback a minimum of five (5) feet from any lot line.
   (B) A free standing system must not exceed the maximum fifteen (15) feet above adjacent grade.
   (C) Single-family residential lots twenty thousand (20,000) square feet or less in size are limited to a total of one hundred (100) square feet in area of panels. Single-family residential lots over twenty thousand (20,000) square feet are limited to a total of two hundred (200) square feet in area of panels.

(v) Sport Courts
   (1) Sport courts for all lots where the principal use is not a single-family dwelling are permitted uses; except as provided in this Section.
   (2) Sport courts where the principal use is a single-family dwelling are a special use, except as provided in this Section.
   (3) Sport courts are a permitted use for lots where the principal use is a single-family dwelling, and the maximum size of a sport court does not exceed the square footage as follows:
      (A) For lots with an area of less than seven-thousand, five hundred (7,500) square feet, a sport court shall not exceed five hundred (500) square feet.
      (B) For lots with an area of seven-thousand, five hundred (7,500) to nine-thousand, nine-hundred ninety-nine (9,999) square feet, a sport court shall not exceed seven hundred and fifty (750) square feet.
      (C) For lots with an area of ten-thousand (10,000) to fourteen thousand nine-hundred ninety-nine (14,999) square feet, a sport court shall not exceed one-thousand (1,000) square feet.
(D) For lots with an area of fifteen-thousand (15,000) square feet or more, a
sport court shall not exceed one-thousand, five hundred (1,500) square
feet.

(E) A sport court, no matter the square footage of the lot, where the principal
use is a single-family dwelling, shall not be located in more than twenty-
five percent (25%) of the buildable area of the lot.

(4) Any sport court that is an unusual recreational use, even if such sport court
meets the permitted use standards of this Section, shall be a special use.

(w) Swimming Pools, Spas and Hot Tubs. All swimming pools, spas, and hot tubs must be
reviewed and approved in administrative zoning review, and must comply with the
requirements of the Village and the following standards:

(1) Swimming pools, spas, hot tubs and related pumping and filtering equipment are
permitted in the rear yard. The swimming pool, spa, hot tub or related equipment
shall not be located between the principal building and a street.

(2) The pumping and filtering equipment must be located fifteen (15) feet from any lot
line. However, on a lot that is less than thirty-five (35) feet wide, such equipment
may be installed at a point approximately equidistant from the side lot lines.

(3) The required setbacks for swimming pools shall be increased by one (1) foot for
each foot that the swimming pool projects above grade.

(4) The swimming pool, spa, hot tub and all related equipment must be sited to meet
the following standards:

   (A) Water will not drain onto adjacent properties.

   (B) There is minimal visual and noise impact on adjacent properties.

   (C) All lighting for the swimming pool, spa or hot tub is oriented away from or
       shielded from adjacent properties.

(x) Tents. Small tents customarily used for recreational purposes are permitted and must be
located in the rear yard. Tents for entertainment, promotional or assembly purposes are
permitted as an accessory use for no longer than five (5) days and must be in conjunction
with a special event of a use located on the same lot. Tents must be removed within two
(2) days of the end of the event for which it was erected, but in no case may a tent be in
place for longer than five (5) days. Unless waived in writing by the Zoning
Administrator, every tent shall comply with the bulk requirements applicable to
accessory structures. Additionally, the size and location of tents may be restricted where
it is determined that it creates parking and/or access problems on the site.

(y) Tree Houses, Play Houses and Play Ground Equipment.

(1) Tree houses and play houses may not be located in a required front yard, side yard
adjoining a street, interior side yard or rear yard of a double-frontage lot. When
located in a rear yard, tree houses and play houses may be no closer than three (3)
feet from a lot line.
(2) Tree houses and play houses are limited to fifteen (15) feet in height above adjacent grade and may not exceed one hundred fifty (150) square feet in area.

(3) Play houses must be located a minimum of ten (10) feet from the principal building and a minimum of four (4) feet from any other roofed accessory structure.

(z) Unusual Recreation Equipment Use.

The following shall be considered unusual recreational uses:

(1) Sport courts with fencing or netting at height in excess of that permitted by Section 13.4.H.

(2) Batting cages of any size, regardless if the use of the batting cage has a mechanical component or not.

(3) Pickleball, when such activity is:
   a. occurring more than 4 hours within a day; or
   b. occurring on a location where the surface is stripped, marked, or netted for such use.

(4) Ice skating or hockey rinks are customarily installed as a non-temporary structure, which are not easily removed or altered without additional equipment or increased workforce.

(5) Any ice skating or hockey rink, including temporary rinks, with surrounding boards greater than one foot (1’) in height.

(6) Any equipment, where by the installation and character of the equipment does not must reflect the scale and location of facilities generally accepted as usual and customary in single-family detached residence districts.

(7) Any use or activity where by the level and duration of noise produced by the equipment, use of such equipment, or activity, that does not must reflect that which is accepted as usual and customary in single-family detached residence districts neighborhoods.

(aa) Wind Turbines.

(1) General Requirements.

   (A) The sound levels of the wind turbine may not exceed the decibel sound limits in the zoning district in which the wind turbine is located.

   (B) Wind turbines must be sited in a manner that does not result in significant shadow flicker impacts. Significant shadow flicker is defined as more than thirty (30) hours per year on abutting occupied buildings. The applicant has the burden of proving that the shadow flicker will not have significant adverse impact on neighboring or adjacent uses. Potential shadow flicker must be addressed either through siting or mitigation measures.

   (C) Advertising, including signs, streamers, pennants, spinners, reflectors, ribbons, tinsel, balloons, flags, banners or similar materials are prohibited.
Only manufacturer and equipment information, warning signs or ownership information is permitted on the wind turbine and equipment.

(D) A wind turbine connected to the utility grid must provide written authorization from the local utility company acknowledging and approving such connection.

(E) The wind turbine must comply with all applicable Federal Aviation Administration (FAA) regulations and all state and local regulations.

(2) Building-Mounted Wind Turbines. Wind turbines may be mounted on principal buildings and accessory structures, subject to the following:

(A) The maximum height of any wind turbine mounted on a detached accessory structure or upon a principal structure is the height limit of the applicable zoning district.

(B) The maximum height is calculated as the total height of the turbine system including the tower, and the maximum vertical height of the turbine's blades. Maximum height therefore is calculated measuring the length of a blade at maximum vertical rotation to the base of the tower.

(C) No portion of exposed turbine blades may be within twenty (20) feet of the ground. Unexposed turbine blades may be within ten (10) feet of the ground. Blades and tail vane must be a minimum of ten (10) feet from utility lines in all wind directions.

(3) Ground-Mounted Systems.

(A) The maximum height of any ground-mounted wind turbine (a tower) is the height limit of the applicable zoning district. Additional height may be granted as a special use if the tower needs additional height to exceed the tree canopy.

(B) The maximum height of any ground-mounted wind energy system is measured from grade to the length of a prop at maximum vertical rotation.

(C) No portion of exposed turbine blades may be within twenty (20) feet of the ground. Unexposed turbine blades may be within ten (10) feet of the ground. Blades and tail vane must be a minimum of ten (10) feet from utility lines in all wind directions.

(D) Ground-mounted wind turbines may be located in the rear yard only. A ground-mounted tower must be set back from all lot lines equal to one hundred ten percent (110%) of the height of the tower. Additional equipment outside of the tower, including guy wire anchors, must be ten (10) feet from any lot line.

(E) To reduce the visual impacts of a tower, the following standards must be met:

   (i) The applicant must demonstrate that the wind turbine's visual impact will be minimized for surrounding neighbors and the community. This may include, but is not limited to, siting, wind generator design or appearance, buffering, and screening of ground-mounted electrical and control equipment.
(ii) The color of the small wind energy system must either be the stock color from the manufacturer or painted with a non-reflective, unobtrusive color that blends in with the surrounding environment. Approved colors include, but are not limited to, white, off-white or gray.

(iii) Artificial lighting is prohibited unless such lighting is required by the Federal Aviation Administration (FAA).

(iv) All electrical wires associated with a ground-mounted wind turbine, other than wires necessary to connect the wind generator to the tower wiring, the tower wiring to the disconnect junction box, and the grounding wires, must be located underground.

(bb) Window Wells.

(1) Window wells may encroach up to three (3) feet into any yard but no closer than two (2) feet from a lot line.

(2) When more than one (1) window well is installed along a wall, each shall be separated at least three (3) feet from one another.

(3) Window wells shall comply with the provisions of the building code for an emergency escape window.

SECTION 3: The Wilmette Village Code, as amended, is further amended in Appendix A Zoning Ordinance, Article 30-13, Section 30-13.5 Permitted Encroachments, Table 13-5 Permitted Encroachments is further amended by deleting the text shown in strikethrough and inserting the new text shown in underlined, bold type below, so that Table 13- Permitted Encroachments shall hereafter provide as follows:

<table>
<thead>
<tr>
<th>TYPE OF ENCROACHMENT</th>
<th>YARD WHERE PERMITTED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FRONT YARD AND SIDE YARD ADJOINING A STREET</td>
</tr>
</tbody>
</table>

***
Artificial Turf
- No closer than 3’ to any lot line

***

Recreational Use and Unusual Recreational Use
Equipment (Includes Sport Courts)
- Does not include equipment located on park/playground, school or day care center site
- Must be 3’ from any lot line
- Prohibited in the front yard
- Portable basketball standards and backboards are permitted in all yards

***

SECTION 4: 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 as well adjust any cross-references to the numbering changes in any other sections of the Village Code.

SECTION 5: This Ordinance shall be in full force and effect from its passage, approval and publication as provided by law. This Ordinance shall be published in pamphlet form.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 11th day of July 2023 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 11th day of July 2023.

24
President of the Village of Wilmette, IL

ATTEST:

Clerk of the Village of Wilmette, IL

Published in Pamphlet Form on July 12, 2023.
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.8

Finance Department

SUBJECT: Presentation of the May Monthly Financial Report

MEETING DATE: June 27, 2023

FROM: Melinda Molloy, Finance Director
Erik Hallgren, Assistant Village Manager

Recommendation

The Village Board accept the monthly financial report and direct staff to place it on file.

Background

Section 6-4.1 of the Village Code reads as follows:

The Village Treasurer shall submit monthly financial reports to the Village Manager and Board of Trustees, clearly reflecting the Village’s assets and liabilities, receipts and disbursements and expended and unexpended balances of appropriation.

The Finance Director is the appointed Village Treasurer. When presenting the report, the Finance Director typically advises of significant fluctuations in revenues or expenses to the Village’s funds and discusses the impact on the year-end balance for the particular fund.

Each month, the Board will receive two reports:

- The monthly financial report (follows this memorandum)
- Monthly disbursements (separate report)

The monthly financial report includes the following:

- General Fund, Sewer Fund, and Water Fund Analysis
- Reserve Balance Summary
- Investments Summary
- Financial Report Overview
- YTD Budget Detail - direct output from our MUNIS financial system
Meeting Date: June 27, 2023

To: Village Board of Trustees

From: Melinda Molloy, Finance Director
Erik Hallgren, Assistant Village Manager

Subject: Period 5 Financial Report

2023 Year-to-Date Financial Highlights
This section highlights the overall financial status of the Village’s major operating funds including the General, Water, and Sewer Funds through Period 5.

Financial Overview

General Fund Revenues
Through Period 5, General Fund revenues are $19.64 million which is 49.2% of the annual $39.94 million budget. Revenues are up $2.5 million compared to the year-to-date budget and are 3% greater than 2022 actuals. This difference is caused by several factors including year-to-date revenue increases for non-recurring permits, investment income, and state distributed revenues such as income tax and personal property replacement taxes. In Period 5, the Village received a non-recurring permit of $621 thousand for interior and exterior permits for the Wayfair development. Combined with the anticipated sale of 1139 Wilmette Ave. in August, staff is adjusting year-end estimates up by $2.72 million.

General Fund Expenditures
Through Period 5, General Fund expenses are tracking slightly ahead of the year-to-date budget. Expenses are at $14.82 million, which is 34.9% of the annual $42.53 million budget. Expenses continue to be up due to the early delivery of equipment purchases including squad cars, dump trucks, and computer equipment; year-end projections have been adjusted accordingly. Other expenditures such as personnel, commodities, and contractual services are aligning with budget. Staff previous year-end estimate of $918 thousand, which included additional capital work has been adjusted down to $454 thousand due to additional grant monies for the Wilmette Avenue resurfacing project. This $550 thousand grant will reduce the Village share of the project.

May 2023 Financial Report
**Water Fund Revenues**
Through Period 5, Water Fund operating revenues (non-capital), are up compared to the year-to-date budget at $4.56 million, 38.9% of the annual budget. The two primary revenue sources are wholesale water sales at $2.45 million and residential water charges at $998 thousand through the first quarter. Staff is adjusting year-end estimates up by $543 thousand, which includes funds from a class action lawsuit, positive investment income, and low rainfall totals through the month of May.

**Water Fund Expenditures**
Through Period 5, Water Fund operating expenditures (non-capital) are aligned with the year-to-date budget at $3.10 million, 23.3% of the annual budget. Major expenditures including personnel, contractual services, and commodities are aligning with budget. There are nominal changes to year-end estimates.

**Sewer Fund Revenues**
Sewer Operating
Through Period 5, Sewer Fund operating revenues (non-capital), are in line with historical actuals and the budget at $1.52 million, 30.2% of the annual budget. Revenues for the sewer fund are derived from the $4.40 per CCF charge (unchanged from 2022) and track with water consumption. There are nominal changes to year-end estimates.

Stormwater
Through Period 5, stormwater revenues are $894 thousand; aligned with budget. The advanced timing of bills, which caused a revenue spike in Period 3, adjusted back in alignment with the budget in in Periods 4 and 5. Revenues for the stormwater utility support the Neighborhood Storage Project the average annual homeowner bill is $215 and is unchanged from 2022. There are nominal changes to year-end estimates.

**Sewer Fund Expenditures**
Sewer Operating
Through Period 5, Sewer Fund operating expenditures (non-capital) are slightly ahead of the year-to-date budget at $1.42 thousand. These expenditures include personnel costs, debt service, and sewer repair and maintenance services. The first installment of debt service interest costs were paid in May. There are nominal changes to year-end estimates.

Stormwater
Through Period 5, stormwater expenditures (non-capital) are in line with the year-to-date budget at $1.26 million. These expenditures include personnel costs, debt service, and the stormwater incentive program; 94% of expenses are debt service, with the first installment of debt service interest costs were paid in May. There are nominal changes to year-end estimates.

*May 2023 Financial Report*
Items of Significance

Motor Fuel Tax
Year-to-date receipts for Motor Fuel Tax are trending slightly below year-to-date budget with $476 thousand received through May. MFT funds are distributed to the Village on a population basis and the updated annual per capita rate is $40.08. The tax is comprised of two components, the initial MFT rate of $0.19 per gallon of gasoline and the Transportation Renewal Fund, which was increased in 2019 and adjusts annual based upon inflation. The current combined rate is 42.3 cents for gasoline and is projected to increase to 45.4 cents on July 1.

Income Tax
Through the month of May, Income Tax receipts have totaled $2.15 million, which is 11% less than 2022 but over 50% greater than 2018-2021 disbursements. Income tax disbursements have followed their typical trend with the largest disbursement to municipalities in the month of May following tax collections in April. As part of the State’s 2024 budget, the LGDF rate will be increased from 6.16% to 6.47%. This increase has the potential to increase Wilmette’s annual disbursement by an estimated $250 thousand.

Utility Taxes
Year-to-date receipts for utility taxes are $822 thousand; utility taxes are comprised of natural gas, electricity, and telecom. This performance is 4.3% under the year-to-date budget and is primarily attributable to electric and natural gas underperformance due to a mild winter season. Telecom, which had a multi-year trend of decline due to individuals dropping landlines has leveled out.

Personal Property Replacement Tax (PPRT)
Through May, PPRT receipts have totaled $477 thousand, which is 13% less than 2022 but greater than 2018-2021 disbursements. In May, the Illinois Department of Revenue alerted municipalities there will be an adjustment made to the allocations with the start of the new state fiscal year to correct the overallocation of funds. The potential impact to the Village is still not clear but expect to see year over year declines.
## Reserve Balance Summary

<table>
<thead>
<tr>
<th></th>
<th>General Fund</th>
<th>Water Fund</th>
<th>Sewer Fund</th>
<th>Stormwater Utility</th>
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</thead>
<tbody>
<tr>
<td><strong>2023 Expenditure Budget</strong>*</td>
<td>$40.05 M</td>
<td>$10.62 M</td>
<td>$5.22 M</td>
<td>$1.83 M</td>
</tr>
<tr>
<td><strong>2023 Target Percent</strong></td>
<td>30%</td>
<td>25%</td>
<td>25%</td>
<td>5%</td>
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<tr>
<td><strong>2023 Recommended Balance</strong></td>
<td>$12.02 M</td>
<td>$2.60 M</td>
<td>$1.38 M</td>
<td>$118k</td>
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<tr>
<td><strong>2023 Starting Balance</strong></td>
<td>$19.80 M</td>
<td>$6.08 M</td>
<td>$3.19 M</td>
<td>$919k</td>
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<tr>
<td><strong>Starting Balance Percent</strong></td>
<td>49%</td>
<td>59%</td>
<td>58%</td>
<td>39%</td>
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<tr>
<td><strong>Budget YE Balance</strong></td>
<td>$17.21 M</td>
<td>$5.95 M</td>
<td>$2.68 M</td>
<td>$757k</td>
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<tr>
<td><strong>Budget YE Balance Percent</strong></td>
<td>43%</td>
<td>57%</td>
<td>49%</td>
<td>32%</td>
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<td><strong>Estimated YE Balance</strong></td>
<td>$19.35 M</td>
<td>$6.48 M</td>
<td>$2.62 M</td>
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<td><strong>Estimated YE Balance Percent</strong></td>
<td>48%</td>
<td>62%</td>
<td>48%</td>
<td>33%</td>
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<td><strong>Projected Amount over Reserve</strong></td>
<td>$7.33 M</td>
<td>$3.88 M</td>
<td>$1.24 M</td>
<td>$666k</td>
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</table>

*The General Fund expenditure budget is $42.53 million but for the purposes of reserve calculations excludes $2.475 million in planned reserve drawdown. The baseline budget is $40.05 million*
# Investment Summary

## Village of Wilmette

**Investment Summary**

_May 31, 2023_

<table>
<thead>
<tr>
<th>Fund</th>
<th>Net Book Value of Investments</th>
<th>Maturity (Pr) Value of Investments</th>
<th>Market Value of Investments</th>
<th>Change From Prior Month</th>
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<tbody>
<tr>
<td>General Fund</td>
<td>$28,473,547.15</td>
<td>$28,473,547.15</td>
<td>$28,473,547.15</td>
<td>+660,764.11</td>
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<tr>
<td>General Fund - Bond Proceeds</td>
<td>900,732.54</td>
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<td>900,732.54</td>
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<tr>
<td>Section 105 Fund</td>
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<td>1,587,832.06</td>
<td>1,587,832.06</td>
<td>(24,887.69)</td>
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<tr>
<td>Motor Fuel Tax Fund</td>
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<td>1,374,808.00</td>
<td>1,374,808.00</td>
<td>+105,955.03</td>
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<tr>
<td>Firemen’s Pension Fund</td>
<td>56,802,985.21</td>
<td>59,076,821.64</td>
<td>56,802,985.21</td>
<td>+197,068.50</td>
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<td>Police Pension Fund</td>
<td>55,667,927.84</td>
<td>52,750,869.97</td>
<td>55,667,927.84</td>
<td>(305,368.61)</td>
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<tr>
<td>Water &amp; Sewer Operating Funds</td>
<td>13,055,922.56</td>
<td>13,055,922.56</td>
<td>13,055,922.56</td>
<td>(1,328,817.80)</td>
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<tr>
<td>Sewer Fund – Bond Proceeds</td>
<td>7,222,497.32</td>
<td>7,222,497.32</td>
<td>7,222,497.32</td>
<td>(241,484.05)</td>
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<tr>
<td>Water Fund – Bond Proceeds</td>
<td>1,082,949.17</td>
<td>1,082,949.17</td>
<td>1,082,949.17</td>
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**All Funds Deposits & Investments - May 2023**

| Total                            | $168,168,501.85               | $165,575,580.01                   | $168,168,501.85              | ($935,240.68)            |

* as per latest information provided by Illinois Firefighter’s Pension Investment Fund and Illinois Police Pension Investment Fund

---

_May 2023 Financial Report_
### General Fund

<table>
<thead>
<tr>
<th>Budget</th>
<th>Actual Total</th>
<th>Actual End-Period Variance ($</th>
<th>Variance as % of Total Budget</th>
<th>Variance as % of Prior Year</th>
<th>Variance as % of Estimate</th>
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<tbody>
<tr>
<td>2023</td>
<td>3,814,600</td>
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<tr>
<td>2022</td>
<td>3,814,600</td>
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<td>2021</td>
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<th>Variance as % of Estimate</th>
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<td>58.9%</td>
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<tr>
<td>2022</td>
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<td>2021</td>
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<td>Percent of Total Budget</td>
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<td>1,842,600</td>
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<tr>
<td>Total Budget</td>
<td>3,719,900</td>
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<td>303,500</td>
<td>(223)</td>
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<td>(20,010)</td>
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<tr>
<td>Total Budget</td>
<td>10,800,000</td>
<td>581,026</td>
<td>5.5%</td>
<td>2,650,000</td>
<td>(2,668,974)</td>
</tr>
</tbody>
</table>

VILLAGE OF WILMETTE
2023 Financial Report
Period 9 Update
VILLAGE OF WILMETTE
YEAR-TO-DATE BUDGET REPORT
AS OF 05/31/2023
FOR 2023 05
ACCOUNTS FOR:
1100
GENERAL FUND

ORIGINAL
APPROP

REVISED
BUDGET

YTD ACTUAL

MTD ACTUAL

ENCUMBRANCES

-5,923,162.51
-102,547.47
54,426.12
-1,311.08
-2,048,588.82
-1,066,230.17
-2,152,100.56
-362,946.78
-297,015.66
-161,583.16
-256,665.15
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-50,691.00
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-122,761.48
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-12,905.00
-112.00
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-81,515.00
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-19,159.00
-7,874.00
-40,094.50
-53,521.24
-2,655.00
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AVAILABLE
BUDGET

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302005
302010
302015
302020
302022
302023
302025
302030
302033
302034

PROP. TAXES - CURR
PROP. TAXES - PRIO
PROP. TAXES-LEVIES
ROAD & BRIDGE TAX
SALES TAX
HOME RULE SALES TA
INCOME TAX
UTILITY TAX - ELEC
UTILITY TAX - GAS
UTILITY TAX - TELE
WIRELESS 911 TAX
REAL ESTATE TRANSF
R.E. TRANSFER TAX
PERSONAL PROP.REPL
FUEL TAX
Hotel Tax
CIRCUIT COURT FINE
LOCALLY COLLECTED
ADJUDICATION COLLE
ANIMAL IMPOUND CHA
VEHICLE LICENSES
ANIMAL LICENSES
BUSINESS LICENSES
CONTRACTOR LICENSE
LIQUOR LICENSES
00010 BUILDING PERM
00150 ROOF PERMITS
00160 DEMOLITION PE
00170 AIR COND. PER
00180 INSPECTION FE
BUILDING PERMITS-N
00010 ELECTRICAL PE
00010 PLUMBING PERM
DRIVEWAY/R.O.W. PE
GRADING PERMITS
PAVEMENT DEGRADATI
DUMPSTER PERMITS
FENCE PERMITS
TREE REMOVAL PERMI
TREE REPLACEMENT P

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waylandt
Program ID:
glytdbud

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52.9%*
-13,352.53
88.5%*
89,573.88
37.8%
311.08 131.1%
-2,727,861.18
42.9%*
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-617,053.22
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40.1%*
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-4,645.00
36.4%*
-9,409.00
41.2%*
-13,350.00
11.0%*
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7.6%*

Page

1


## YEAR-TO-DATE BUDGET REPORT

**AS OF 05/31/2023**

### FOR 2023 05

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**VILLAGE OF WILMETTE**

**Report generated: 06/13/2023 14:48**

**User:** wayland

**Program ID:** glytdbud
## VILLAGE OF WILMETTE

### YEAR-TO-DATE BUDGET REPORT

AS OF 05/31/2023

---

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<tr>
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<th>REVISED BUDGET</th>
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<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
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### Year-to-Date Budget Report

**As of 05/31/2023**

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**General Fund**

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<th>MTD Actual</th>
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**Total Admin. Services - Gen Govt.**

1,171,614 1,171,614 588,833.49 63,397.23 199,350.96 383,429.55 67.3%

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**Finance - General Govt.**

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<th>Account</th>
<th>Original Approp</th>
<th>Revisions</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available Use/COL</th>
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<tr>
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### Year-to-Date Budget Report

**As of 05/31/2023**

#### Accounts for: General Fund

<table>
<thead>
<tr>
<th>ACCOUNTS FOR:</th>
<th>ORIGINAL</th>
<th>REVISED</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
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<th>PCT</th>
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# VILLAGE OF WILMETTE

## YEAR-TO-DATE BUDGET REPORT

**AS OF 05/31/2023**

### FOR 2023 05

<table>
<thead>
<tr>
<th>ACCOUNTS FOR:</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USE/COL</th>
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**TOTAL COMMUNITY DEVELOPMENT**

<table>
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<tr>
<th>ACCOUNTS FOR:</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USE/COL</th>
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<tbody>
<tr>
<td>11091846 BUSINESS DEVELOPMENT</td>
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<td>17,140.22</td>
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**TOTAL BUSINESS DEVELOPMENT**

<table>
<thead>
<tr>
<th>ACCOUNTS FOR:</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USE/COL</th>
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<td>11151060 CABLE TV - MISC.</td>
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## YEAR-TO-DATE BUDGET REPORT

**AS OF 05/31/2023**

### Accounts for: General Fund

<table>
<thead>
<tr>
<th>Account</th>
<th>Original Approp</th>
<th>Revised Budget</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available</th>
<th>Pct</th>
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</thead>
<tbody>
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### Accounts for: Contingency - Misc.

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<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available</th>
<th>Pct</th>
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<td>.00</td>
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<td><strong>.00</strong></td>
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<td><strong>.6%</strong></td>
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</tbody>
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### Accounts for: Engineering - Other Pub. Works

<table>
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<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available</th>
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<td>11202035</td>
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<td>131,986.63</td>
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### Year-to-Date Budget Report

**As of 05/31/2023**

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**Total Engineering - Other Pub. WO**: 6,575,003 | 6,575,003 | 556,225.96 | 183,895.90 | 4,452,911.64 | 1,565,865.40 | 76.2%**

**11233030 Streets - Public Works**

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## YEAR-TO-DATE BUDGET REPORT

**AS OF 05/31/2023**

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## VILLAGE OF WILMETTE

### YEAR-TO-DATE BUDGET REPORT

**AS OF 05/31/2023**

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<th>ACCOUNTS FOR:</th>
<th>GENERAL FUND</th>
<th>ORIGINAL APPROP</th>
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<th>YTD ACTUAL</th>
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<th>ENCUMBRANCES</th>
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<td>133,385</td>
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**TOTAL GARAGE - PUBLIC WORKS** | 0 | 0 | .00 | .00 | 448,259.43 | -448,259.43 | 100.0% |

**TOTAL TREE MAINT. - PUBLIC WORKS** | 311,155 | 311,155 | 297,641.42 | 44,692.29 | 357,721.92 | 155,791.66 | 80.8% |

**TOTAL STR. LIGHTING - PUBLIC WORKS** | 133,385 | 133,385 | 56,740.90 | 11,068.18 | 77,477.21 | -833.11 | 100.6% |
# YEAR-TO-DATE BUDGET REPORT
## AS OF 05/31/2023

**FOR 2023 05**

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<th>ACCOUNTS FOR:</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT</th>
<th>USE/COL</th>
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**VILLAGE OF WILMETTE**

Report generated: 06/13/2023 14:48  
User: waylandt  
Program ID: glytdbud
# Year-to-Date Budget Report

## Village of Wilmette

**As of 05/31/2023**

### For 2023 05

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<td>415000</td>
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**Total F&P Comm - Pub. Safety**

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**Total Police Oper. - Pub. Safety**

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*Note: Pct indicates the percentage of the budget used or available.*
### Year-to-Date Budget Report

**As of 05/31/2023**

**Accounts For:**

<table>
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<th>Account</th>
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<th>Revised Budget</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available Budget</th>
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**Accounts For:**

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<th>YTD Actual</th>
<th>MTD Actual</th>
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**Accounts For:**

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<tr>
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<th>MTD Actual</th>
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Report generated: 06/13/2023 14:48
User: wayland
Program ID: glytdbud
## YEAR-TO-DATE BUDGET REPORT
### AS OF 05/31/2023

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<th>MTD ACTUAL</th>
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**VILLAGE OF WILMETTE**

**YEAR-TO-DATE BUDGET REPORT**

**AS OF 05/31/2023**

**REPORT GENERATED: 06/13/2023 14:48**

**USER: waylandt**

**PROGAM ID: glytdbud**

**Page 14**
### Year-to-Date Budget Report

**Village of Wilmette**

**Year-to-Date Budget Report**

**As of 05/31/2023**

For 2023 05

<table>
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<tr>
<th>Accounts For:</th>
<th>Original</th>
<th>Revised</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available</th>
<th>Pct</th>
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<td><strong>Total Health</strong></td>
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<td>47,760</td>
<td>11,940.00</td>
<td>.00</td>
<td>36,490.00</td>
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<td>259,800</td>
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Program ID: glytdbud
# YEAR-TO-DATE BUDGET REPORT

AS OF 05/31/2023

## FOR 2023 05

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<th>ENCUMBRANCES</th>
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<td>.00</td>
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<td>.00</td>
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**TOTAL CAPITAL EQUIPMENT - GEN FUN**  
866,000 866,000 537,783.65 73,356.98 141,294.02 83.7%

**TOTAL GENERAL FUND**  
4,010,424 4,010,424 -4,815,731.27 -496,003.99 19,259,967.98 -10,433,812.41 360.2%

**TOTAL REVENUES**  
-41,497,710 -41,497,710 -20,317,845.31 -3,543,004.08 .00 -21,179,864.69

**TOTAL EXPENSES**  
45,508,134 45,508,134 15,502,114.04 3,047,000.09 19,259,967.98 10,746,052.28
## Year-to-Date Budget Report

### For 2023 05

**Accounts For:**

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<th>Budget</th>
<th>Available</th>
<th>Use/Col</th>
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**Total Employee Insurance Fund**

| -3,957,433 | -3,957,433 | -1,557,812.15 | -315,161.66 | .00 | -2,399,620.85 | 39.4% |

**Total Revenues**

| -3,957,433 | -3,957,433 | -1,557,812.15 | -315,161.66 | .00 | -2,399,620.85 |

**Total Expenses**

| 3,957,433 | 3,957,433 | 1,551,911.39 | 310,469.15 | .00 | 2,405,521.61 | 39.2% |

**Total Employment Insurance**

| 3,957,433 | 3,957,433 | 1,551,911.39 | 310,469.15 | .00 | 2,405,521.61 | 39.2% |

**Total Revenues**

| -3,957,433 | -3,957,433 | -1,557,812.15 | -315,161.66 | .00 | -2,399,620.85 |

**Total Expenses**

| 3,957,433 | 3,957,433 | 1,551,911.39 | 310,469.15 | .00 | 2,405,521.61 |

**User:** waylandt

**Program ID:** glytdbud
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<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
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<tr>
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<td>41,900</td>
<td>10,735.91</td>
<td>3,748.04</td>
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<td>31,164.09</td>
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<tr>
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<td>167,574</td>
<td>131,735.91</td>
<td>3,748.04</td>
<td>.00</td>
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<td>2,087.45</td>
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<tr>
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<td>-167,664</td>
<td>-167,664</td>
<td>-133,913.36</td>
<td>-3,103.34</td>
<td>.00</td>
<td>-33,750.64</td>
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<tr>
<td>TOTAL EXPENSES</td>
<td>167,574</td>
<td>167,574</td>
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<td>3,748.04</td>
<td>.00</td>
<td>35,838.09</td>
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### VILLAGE OF WILMETTE

### YEAR-TO-DATE BUDGET REPORT

**As of 05/31/2023**

<table>
<thead>
<tr>
<th>ACCOUNTS FOR:</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT</th>
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<tr>
<td>2200</td>
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<tr>
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<td>MFT REVENUE</td>
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<td>-5,382.54</td>
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</table>

**TOTAL MFT REVENUE**

-1,225,000  -1,225,000  -510,188.62  -105,465.03  .00  -714,811.38  41.6%

| 22632070 | MFT - CAPITAL IMPROV. |                |            |            |              |                  |     |
| 22632070 470100 | INFRASTRUCTURE - R | 597,400        | 597,400    | .00         | .00          | 597,400.00      | .00 | 100.0% |
| 22632070 470100 80190 | INFRASTRUCTURE | 1,200,000    | 1,200,000 | .00         | .00          | 1,200,000.00    | .00 | 100.0% |

**TOTAL MFT - CAPITAL IMPROV.**

1,797,400  1,797,400  .00  .00  1,797,400.00  .00  100.0%

**TOTAL MOTOR FUEL TAX FUND**

572,400  572,400  -510,188.62  -105,465.03  1,797,400.00  -714,811.38  224.9%

**TOTAL REVENUES**

-1,225,000  -1,225,000  -510,188.62  -105,465.03  .00  -714,811.38

**TOTAL EXPENSES**

1,797,400  1,797,400  .00  .00  1,797,400.00  .00
## Village of Wilmette

### Year-To-Date Budget Report

**As of 05/31/2023**

### For 2023 05

#### Accounts For:

<table>
<thead>
<tr>
<th>Accounts For</th>
<th>Original</th>
<th>Revised</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available</th>
<th>Pct</th>
</tr>
</thead>
<tbody>
<tr>
<td>2300 Parking Meter Fund</td>
<td>Approp</td>
<td>Budget</td>
<td>YTD Actual</td>
<td>MTD Actual</td>
<td>Encumbrances</td>
<td>Budget</td>
<td>Use/COL</td>
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<td>.00</td>
<td>.00</td>
<td>.00</td>
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<td>.0%*</td>
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<tr>
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<td>-90,000</td>
<td>.00</td>
<td>.00</td>
<td>.00</td>
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<td>-185,700</td>
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<td>.00</td>
<td>-90,156.90</td>
<td>51.5%</td>
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#### Accounts For: 410100 Regular Wages

<table>
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<th>Original</th>
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<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available</th>
<th>Pct</th>
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</thead>
<tbody>
<tr>
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<td>37,764</td>
<td>37,764</td>
<td>16,219.42</td>
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#### Accounts For: 415000 Employee Benefits

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<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available</th>
<th>Pct</th>
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<tr>
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<td>13,867</td>
<td>5,839.96</td>
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<td>60.6%</td>
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#### Accounts For: 420150 Bank Charges

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<th>Encumbrances</th>
<th>Available</th>
<th>Pct</th>
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<tr>
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<td>20,000</td>
<td>13,198.92</td>
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#### Accounts For: 430140 Supplies - Building

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<th>Encumbrances</th>
<th>Available</th>
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#### Accounts For: 448510 Rent - Commuter Lot

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# VILLAGE OF WILMETTE

## YEAR-TO-DATE BUDGET REPORT

**AS OF 05/31/2023**

### FOR 2023 05

<table>
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<th>ACCOUNTS FOR:</th>
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<th>REVISED BUDGET</th>
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<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USE/COL</th>
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<td>23763001 340110 CTA LOT REV.-COMM</td>
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<tr>
<td>23763001 340120 CTA LOT REV.-MERCH</td>
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<td>23763001 340130 CTA LOT REV.-24 HO</td>
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<tr>
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<td>23763009 410200 OVERTIME WAGES</td>
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<td>23763009 415000 EMPLOYEE BENEFITS</td>
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<td>23763009 420150 BANK CHARGES</td>
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<td>23763009 421000 CONTRACTUAL SERVICES</td>
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<td>23763009 421150 CONTRACTUAL GROUND</td>
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<td>23763009 421200 CONTRACTUAL SNOW REMOVAL</td>
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<td>23763009 430400 MATERIALS</td>
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<tr>
<td>23763009 448550 RENT - CTA LOTS</td>
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<tr>
<td>23763009 470350 CTA PARKING LOT P</td>
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<tr>
<td><strong>TOTAL PMF - CTA - ENTERPRISE</strong></td>
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<table>
<thead>
<tr>
<th>23773001 PMF - BURMEISTER - REVENUE</th>
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<tr>
<td>23773001 340200 PERMIT REV.-BURMEI</td>
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<td><strong>TOTAL PMF - BURMEISTER - REVENUE</strong></td>
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<table>
<thead>
<tr>
<th>45730909 PMF - BURMEISTER - ENTERPRISE</th>
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<tr>
<td>23773090 421000 CONTRACTUAL SERVICES</td>
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## VILLAGE OF WILMETTE

### YEAR-TO-DATE BUDGET REPORT
AS OF 05/31/2023

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<th>ACCOUNTS FOR: PARKING METER FUND</th>
<th>ORIGINAL</th>
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<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE</th>
<th>PCT USE/COL</th>
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<tr>
<td>23773090 430400 MATERIALS</td>
<td>500</td>
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<td>.00</td>
<td>500.00</td>
<td>.0%</td>
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Report generated: 06/13/2023 14:48
User:             waylandt
Program ID:       glytdbud

Page 23
# Village of Wilmette

## Year-to-Date Budget Report

### As of 05/31/2023

**For 2023 05**

### Accounts For:

<table>
<thead>
<tr>
<th>ACCOUNTS FOR:</th>
<th>ORIGINAL</th>
<th>REVISED</th>
<th>AVAILABLE</th>
<th>PCT</th>
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<td>BUDGET</td>
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<td>-3,126,000</td>
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<tr>
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<td>-496,000</td>
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<td>Interest Earnings</td>
<td>-3,625,000</td>
<td>-3,625,000</td>
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<td>IFPIF Div. &amp; Cap.</td>
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<td>General Fund Trans</td>
<td>-100,000</td>
<td>-100,000</td>
<td>.00</td>
</tr>
</tbody>
</table>

**Total Fire Pension Revenue**

| | -7,347,000 | -7,347,000 | -5,063,468.76 | -622,784.55 | .00 | -2,283,531.24 | 68.9% |

### Fire Pension Expense

<table>
<thead>
<tr>
<th>ACCOUNTS FOR:</th>
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<th>AVAILABLE</th>
<th>PCT</th>
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<td>33000095</td>
<td>Professional Services</td>
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<td>165,200</td>
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<td>Annual Audit</td>
<td>6,000</td>
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<td>33000095</td>
<td>Bank Charges</td>
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<td>0</td>
<td>78.00</td>
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<td>D.O.I. State Report</td>
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<td>33000095</td>
<td>Other Pension Admi</td>
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<td>915.00</td>
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</table>

**Total Fire Pension Expense**

| | 5,484,700 | 5,484,700 | 2,075,771.62 | 425,116.05 | .00 | 3,408,928.38 | 37.8% |

**Total Firefighters' Pension Fund**

| | -1,862,300 | -1,862,300 | -2,987,697.14 | -197,668.50 | .00 | 1,125,397.14 | 160.4% |

**Total Revenues**

| | -7,347,000 | -7,347,000 | -5,063,468.76 | -622,784.55 | .00 | -2,283,531.24 |

**Total Expenses**

| | 5,484,700 | 5,484,700 | 2,075,771.62 | 425,116.05 | .00 | 3,408,928.38 |
## VILLAGE OF WILMETTE
### YEAR-TO-DATE BUDGET REPORT
**AS OF 05/31/2023**

**FOR 2023 05**

<table>
<thead>
<tr>
<th>ACCOUNTS FOR: POLICE PENSION FUND</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
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<tr>
<td>340000001 300010 PROP. TAXES - CURR -2,455,000 -2,455,000 -1,274,432.06 0.00 0.00 -1,180,567.94 51.9%*</td>
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<tr>
<td>340000001 320000 EMPLOYEE PENSION C -559,000 -559,000 -220,885.49 -41,486.27 0.00 -338,114.51 39.5%*</td>
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<tr>
<td>340000001 360000 INTEREST EARNINGS -3,625,000 -3,625,000 -39,330.57 -10,157.83 0.00 -3,585,669.43 1.1%*</td>
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<tr>
<td>340000001 360151 IPOPIF INVESTMENT 0 0 -103,775.55 0.00 0.00 103,775.55 100.0%</td>
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<tr>
<td>340000001 360251 IPOPIF CHANGE IN M 0 0 -2,554,108.44 0.00 0.00 2,554,108.44 100.0%</td>
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<tr>
<td>340000001 374100 GENERAL FUND TRANS -100,000 -100,000 0.00 0.00 0.00 -100,000.00 0.0%*</td>
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<tr>
<td>TOTAL POLICE PENSION REVENUE -6,739,000 -6,739,000 -4,209,464.80 -51,644.10 0.00 -2,529,535.20 62.5%</td>
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<tr>
<td>340000005 POLICE PENSION EXPENSE</td>
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<tr>
<td>340000005 411000 PENSION PAYMENTS 4,230,000 4,230,000 1,634,046.36 339,459.71 0.00 2,595,953.64 38.6%</td>
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<tr>
<td>340000005 411010 PENSION CONTRIBUTI 50,000 50,000 0.00 0.00 0.00 50,000.00 0.0%</td>
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<tr>
<td>340000005 420020 PROFESSIONAL SERVI 165,200 165,200 25,315.14 7,540.00 0.00 139,884.86 15.3%</td>
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<td>340000005 420150 BANK CHARGES 8,000 8,000 65.00 13.00 0.00 65.00 100.0%</td>
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<tr>
<td>340000005 420651 D.O.I. STATE REPOR 8,000 8,000 41,090.09 0.00 0.00 41,090.09 100.0%</td>
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<td>340000005 447550 OTHER PENSION ADMI 5,000 5,000 41,090.09 0.00 0.00 41,090.09 821.8%*</td>
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</tr>
<tr>
<td>TOTAL POLICE PENSION EXPENSE 4,464,200 4,464,200 1,706,516.59 353,012.71 0.00 2,757,683.41 38.2%</td>
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<td>TOTAL POLICE PENSION FUND -2,274,800 -2,274,800 -2,502,948.21 301,368.61 0.00 2,281,414.21 110.0%</td>
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</tr>
<tr>
<td>TOTAL REVENUES -6,739,000 -6,739,000 -4,209,464.80 -51,644.10 0.00 -2,529,535.20</td>
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<td></td>
</tr>
<tr>
<td>TOTAL EXPENSES 4,464,200 4,464,200 1,706,516.59 353,012.71 0.00 2,757,683.41</td>
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## VILLAGE OF WILMETTE
### YEAR-TO-DATE BUDGET REPORT
#### AS OF 05/31/2023

FOR 2023 05

<table>
<thead>
<tr>
<th>ACCOUNTS FOR:</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT</th>
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<tbody>
<tr>
<td>350000001 IMRF REVENUE</td>
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<td>-1,942,374</td>
<td>-793,421.55</td>
<td>-155,266.28</td>
<td>.00</td>
<td>-1,148,952.45</td>
<td>40.8%</td>
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<table>
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<th>ACCOUNTS FOR:</th>
<th>ORIGINAL APPROP</th>
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<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
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<tr>
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<td>794,286</td>
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<td>TOTAL IMRF EXPENSE</td>
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<td>1,942,374</td>
<td>793,421.55</td>
<td>155,266.28</td>
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<td>.00</td>
<td>0.0</td>
<td>0.0%</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>-1,942,374</td>
<td>-1,942,374</td>
<td>-793,421.55</td>
<td>-155,266.28</td>
<td>.00</td>
<td>-1,148,952.45</td>
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<tr>
<td>TOTAL EXPENSES</td>
<td>1,942,374</td>
<td>1,942,374</td>
<td>793,421.55</td>
<td>155,266.28</td>
<td>.00</td>
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<td>ORIGINAL BUDGET</td>
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<td>ORIGINAL MTD ACTUAL</td>
<td>ORIGINAL ENCUMBRANCES</td>
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<td>PCT USE/COL</td>
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<td>-----------------</td>
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<td>.00</td>
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<td>.00</td>
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<td>.00</td>
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<td>.00</td>
<td>-245,713.05</td>
<td>10.6%</td>
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<td>39000005 SECTION 105 EXPENSE</td>
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<tr>
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<td>44,740.07</td>
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<td>275,000</td>
<td>141,703.46</td>
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<td>TOTAL SECTION 105 FUND</td>
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<td>-275,000</td>
<td>-29,286.95</td>
<td>-7,135.81</td>
<td>.00</td>
<td>-245,713.05</td>
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<tr>
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<td>275,000</td>
<td>141,703.46</td>
<td>31,448.41</td>
<td>.00</td>
<td>133,296.54</td>
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# Year-to-Date Budget Report

**As of 05/31/2023**

## Village of Wilmette

### Accounts For:

<table>
<thead>
<tr>
<th>Accounts For</th>
<th>Original</th>
<th>Revised</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Budget</th>
<th>Use/Col</th>
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<tbody>
<tr>
<td>4000</td>
<td>SEWER FUND</td>
<td>APPROP</td>
<td>BUDGET</td>
<td>YTD ACTUAL</td>
<td>MTD ACTUAL</td>
<td>ENCUMBRANCES</td>
<td>BUDGET</td>
</tr>
</tbody>
</table>

#### 40000001 Sewer Revenue

| 40000001 350100 Residential Sewer | -5,011,000 | -5,011,000 | -1,515,103.74 | 338,368.18 | .00 | -3,495,896.26 | 30.2%* |
| 40000001 350105 Stormwater Charges | -2,191,300 | -2,191,300 | -894,094.74 | 207,073.55 | .00 | -1,297,205.26 | 40.8%* |
| 40000001 360010 Int. Earnings - BO | -100,000 | -100,000 | -167,803.58 | 32,076.43 | .00 | -1,640,000.00 | 0.0%* |

**Total Sewer Revenue**

-8,942,300 | -8,942,300 | -2,577,002.06 | -577,518.16 | .00 | -6,365,297.94 | 28.8% |

#### 40807090 Sewer Maint. - Enterprise

| 40807090 410100 Regular Wages | 666,069 | 666,069 | 271,185.80 | 55,092.76 | 409,506.96 | -14,623.76 | 102.2%* |
| 40807090 410200 Overtime Wages | 10,900 | 10,900 | 4,766.64 | 305.21 | .00 | 6,133.36 | 43.7% |
| 40807090 410500 Employee Benefits | 237,283 | 237,283 | 93,156.06 | 18,961.74 | 1,000.00 | 2,428.27 | 92.6% |

**Total Sewer Maint. - Enterprise**

3,119,242 | 3,122,511 | 712,330.70 | 277,498.96 | 1,106,554.44 | 1,303,624.61 | 58.3% |

**For 2023 05**
## YEAR-TO-DATE BUDGET REPORT

**AS OF 05/31/2023**

### FOR 2023 05

<table>
<thead>
<tr>
<th>ACCOUNTS FOR:</th>
<th>4000</th>
<th>SEWER FUND</th>
<th>ORIGINAL</th>
<th>REVISED</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE</th>
<th>PCT</th>
</tr>
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<td></td>
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<td>BUDGET</td>
<td>USE/COL</td>
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<td>13,000</td>
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<td>0.0</td>
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<td>3,750</td>
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<td>0.0</td>
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<td>500.00</td>
<td>0.0%</td>
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<td>HEATING - GAS</td>
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<td>7,000</td>
<td>4,550.03</td>
<td>887.46</td>
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<td>175,443</td>
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<td>50,249.84</td>
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<td>4,579,000</td>
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<td>1,704,434.76</td>
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<td>1,200.00</td>
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<td>965,000.00</td>
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<td>40937090 450030</td>
<td>80726 G.O. BOND RET</td>
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<td>100,000</td>
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<td>0.0</td>
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<td>380,000</td>
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<td>505,352.59</td>
<td>468,472.66</td>
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<td>506,647.41</td>
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<td>80726 INTEREST EXPE</td>
<td>2,120,000</td>
<td>2,120,000</td>
<td>1,205,028.56</td>
<td>1,205,028.56</td>
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<td>914,971.44</td>
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<td>TOTAL SEWER-DEBT SERVICE-ENTERPRI</td>
<td>4,579,000</td>
<td>4,579,000</td>
<td>1,890,370.76</td>
<td>1,704,434.76</td>
<td>0.0</td>
<td>2,688,629.24</td>
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<td>14,140,000</td>
<td>14,140,000</td>
<td>631,901.88</td>
<td>300,595.21</td>
<td>3,860,794.35</td>
<td>6,158,179.31</td>
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<td>80713 ELECTRICAL IM</td>
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<td>1,900,000</td>
<td>50,875.54</td>
<td>1,932.00</td>
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<td>10,600,000</td>
<td>10,600,000</td>
<td>581,026.34</td>
<td>298,663.21</td>
<td>3,860,794.35</td>
<td>6,158,179.31</td>
<td>41.5%</td>
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<td>TOTAL SEWER CAP. IMPROV. -ENTERPR</td>
<td>14,140,000</td>
<td>14,140,000</td>
<td>631,901.88</td>
<td>300,595.21</td>
<td>5,807,474.21</td>
<td>7,700,623.91</td>
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<td>-8,942,300</td>
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### Year-to-Date Budget Report

**As of 05/31/2023**

#### Account For: 4100 Water Fund

<table>
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<tr>
<th></th>
<th>Original Alloc</th>
<th>Revised Alloc</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available Budget</th>
<th>Use/Col</th>
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<tbody>
<tr>
<td><strong>41000001 Water Revenue</strong></td>
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<td></td>
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<td>350200 Residential Water</td>
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<td>-3,211,900</td>
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<td>67,000</td>
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<tr>
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<td>.00</td>
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<td>-1,467,500</td>
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#### Account For: 41818090 Water Plant - Enterprise

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<th>Original Alloc</th>
<th>Revised Alloc</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
<th>Available Budget</th>
<th>Use/Col</th>
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<td>319.03</td>
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<td>11,800</td>
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## Year-to-Date Budget Report

**AS OF 05/31/2023**

### Original Approp. vs. Revised Budget

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<tr>
<th>ACCOUNTS FOR:</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USE/COL</th>
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<tbody>
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<td>.00</td>
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## YEAR-TO-DATE BUDGET REPORT

**AS OF 05/31/2023**

### FOR 2023 05

<table>
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<tr>
<th>ACCOUNTS FOR:</th>
<th>WATER FUND</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT</th>
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**TOTAL WATER DISTRIB. - ENTERPRISE**

1,987,256 1,990,525 537,562.41 121,479.03 497,124.45 955,837.89 52.0%

<table>
<thead>
<tr>
<th>ACCOUNTS FOR:</th>
<th>WATER MISC. - ENTERPRISE</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT</th>
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</table>

**TOTAL WATER MISC. - ENTERPRISE**

1,987,256 1,990,525 537,562.41 121,479.03 497,124.45 955,837.89 52.0%

<table>
<thead>
<tr>
<th>ACCOUNTS FOR:</th>
<th>WATER BILLING - ENTERPRISE</th>
<th>ORIGINAL APPROP</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
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**TOTAL WATER BILLING - ENTERPRISE**

2,059,155 2,059,155 342,957.31 50,585.04 271,924.56 1,444,903.13 29.8%
**VILLAGE OF WILMETTE**

**YEAR-TO-DATE BUDGET REPORT**

**AS OF 05/31/2023**

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**FOR 2023 05**

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<th>REVISED</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
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<td>419,026.27</td>
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<td><strong>TOTAL WATER CAP. IMPROV. - ENTERPR</strong></td>
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<td>2,912,500</td>
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**TOTAL REVENUES** | -11,722,720 | -11,722,720 | -4,564,819.95 | -1,332,231.06 | .00 | -7,157,900.05 |

**TOTAL EXPENSES** | 13,299,368 | 13,302,637 | 3,097,983.10 | 693,623.15 | 2,337,068.30 | 7,867,585.35 |
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<th>Revised</th>
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<th>Available</th>
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<td>0</td>
<td>-10,643.96</td>
<td>-2,427.18</td>
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<td>10,643.96</td>
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<td>TOTAL EXPENSES</td>
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<td>0</td>
<td>41,961.84</td>
<td>.00</td>
<td>.00</td>
<td>-41,961.84</td>
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# Year-to-Date Budget Report

## As of 05/31/2023

### For 2023 05

<table>
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<tr>
<th></th>
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<th>Revised Budget</th>
<th>YTD Actual</th>
<th>MTD Actual</th>
<th>Encumbrances</th>
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**END OF REPORT - Generated by Troy Wayland**
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.12

Village Manager’s Office

SUBJECT: Remote Meeting Pilot Program

MEETING DATE: Introduction: June 13, 2023
Adoption: June 27, 2023

FROM: Michael Braiman, Village Manager

BUDGET IMPACT: None

---

Recommended Motion
Move to introduce and subsequently adopt Ordinance #2023-O-38 authorizing remote meeting participation.

Updated Ordinance
Following introduction of Ordinance #2023-O-38 on June 13, 2023, it was identified that authorization for Board members to participate in meetings remotely was left out of the initial ordinance. Based upon the April 20, 2023, Administration Committee discussion, the ordinance has been amended to require authorization for remote meeting participation from the Village President for Board of Trustees meetings and the Chair of the Zoning Board for Zoning Board of Appeals meetings.

Background
The Administration Committee voted unanimously on April 20, 2023, to recommend a pilot program to allow remote meeting participation for members of the Village Board and Zoning Board of Appeals. The reasoning was that by allowing a bit of flexibility with remote attendance, board members would be encouraged not to attend meetings if they are sick. Remote meeting attendance might also make serving on the Village Board or the ZBA more feasible for community members with occasional out-of-town work commitments. And, finally, limited remote meeting attendance might limit delays in the hearing of important zoning cases due to board member absence. With the improvements in audio and visual technology and increasing familiarity with this medium through its use during the COVID pandemic, the pilot program is designed to test the effectiveness of remote meeting participation for board members and the community.
Pursuant to Section 7 of the Open Meetings Act ("OMA"), for specific reasons, elected and appointed officials may attend public meetings by video or phone. In order to do so, the Village Board must first adopt rules and regulations establishing such authorization.

Per OMA, the authorization for remote attendance is narrow and can only be used in limited circumstances. First, there must be a quorum physically present at the meeting prior to any allowance of remote attendance. Second, the Village Board must first establish rules that are not less restrictive than those provided in OMA allowing such attendance. Per OMA, the only circumstances an official may attend a meeting remotely is when that member is prevented from physically attending because of:

1. illness or disability; or
2. work related or Village business related activity; or
3. a family or other emergency.

**Discussion**

Per the OMA, the Village Board may place additional restrictions on remote meeting participation and the Administration Committee is recommending the following:

- Members may participate remotely for no more than two meetings in a 12-month period
- Remote participation must be via video
- Remote participation is not permitted for discussion, review or final action regarding a Planned Unit Development
- Members must notify the Village Clerk at least 24 hours prior to the meeting unless impractical

As a pilot program, the Ordinance will be automatically repealed one year after passage (June 27, 2024). The Administration Committee will meet prior to this date to consider whether to continue the pilot program, make remote participation permanent or take no action thereby not allowing remote participation.

**Documents Attached**

1. Updated Ordinance #2023-O-38
ORDINANCE NO. 2023-O-38

AN ORDINANCE AUTHORIZING VIDEO CONFERENCE ATTENDANCE FOR VILLAGE BOARD AND ZONING BOARD MEETINGS
(Chapter 2 – Administration)

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, pursuant to the Illinois Open Meetings Act (“OMA”), may allow a member of the Village Board to attend by video conference under certain circumstances; and

WHEREAS, the Village President and the Village Board of Trustees (“Village Board”) is desirous authorize the remote, video attendance of members of the Village Board for regularly scheduled Village Board meetings.

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 Wilmette Village Code, as amended, is further amended in Chapter 2, “Administration”; Article IV, “Corporate Authority; Practice and Procedure of the Board of Trustees”; Section 2-105 “Meetings; quorum; minutes; public notice” by inserting such new text in the manner shown in underlined bold type below, so that said Section 2-105 shall hereafter provide as follows:

Sec. 2-105. Meetings; quorum; minutes; public notice.
(a) The regular meetings of the Board of Trustees shall be held on the second and fourth Tuesday of each month of the year at 7:00 p.m. in the council chamber in the Wilmette Village Hall, unless a different time is fixed for a particular meeting and proper notice given of such time, or a particular meeting has been otherwise cancelled.

(b) A member of the Board of Trustees must be physically present at the place of any regular board meeting in order to be considered present for the purposes of constituting a quorum, in order to vote, or in order to participate in the discussion of any matter of business at said meeting, except when authorized by the Village President, a member of the Board of Trustees may attend a Village Board meeting by video conference for no more than two meetings in a 12 month period, upon the condition that there remains a physically present quorum of the members of the Board of Trustees, and only when the member is prevented from physically attending because of:

1. personal illness or disability;
2. employment purposes or the business of the public body; or
3. a family or other emergency.

For a Village Board meeting in which the discussion, determination, or final action regarding a Planned Unit Development is on the Village Board meeting’s agenda, a member of the Board of Trustees shall not be authorized to attend that board meeting by video conference.

The member of the Village Board shall notify the Village Clerk at least 24 hours before the meeting, unless impractical, so that necessary communications equipment can be arranged. Inability to make the necessary technical arrangements may result in the denial of remote attendance.

(c) A member of the Board of Trustees must be physically present at the place of any regular, special, committee-of-the-whole, standing committee, ad hoc committee, or special committee meeting, any board or commission meeting, or any other public meeting provided for by law or in this Code, in order to be considered present for the purposes of constituting a quorum, in order to vote, or in order to participate in the discussion of any matter of business at said meeting. Special meetings of the Board may be called by the President or by any three Trustees, upon at least 48 hours' notice to all Trustees of the village and the President.

(d) A majority of the President and Board of Trustees shall constitute a quorum to do business. Minutes shall be kept of all meetings of the Board, both regular and special.

(e) Public notice of all meetings, whether open or closed to the public, shall be given as follows:

(1) The Board of Trustees shall give public notice of the schedule of regular meetings at the beginning of each calendar or fiscal year and shall state the regular dates, times, and places of such meetings. Public notice of any special meeting, except a meeting held in the event of a bona fide emergency, or of any rescheduled regular meeting, or of any
reconvened meeting, shall be given at least 48 hours before such meeting, which notice shall also include the agenda for the special, rescheduled, or reconvened meeting. The validity of any action taken by the Board of Trustees which is germane to a subject on the agenda shall not be affected by other errors or omissions in the agenda. However, this requirement of public notice of reconvened meetings does not apply to any case where the meeting was open to the public and it is to be reconvened within 24 hours, or an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda. Notice of an emergency meeting shall be given as soon as practicable, but in any event prior to the holding of such meeting, to any news medium which has filed an annual request for notice as set forth below.

(2) Public notice shall be given by posting a copy of the notice at the village hall. The Board of Trustees shall supply copies of the notice of its regular meetings, and of the notice of any special, emergency, rescheduled or reconvened meeting, to any news medium that has filed an annual request for such notice. Any such news medium shall also be given the same notice of all special, emergency, rescheduled or reconvened meetings in the same manner as is given to members of the Board of Trustees provided such news medium has given the Board of Trustees an address or telephone number within the territorial jurisdiction of the Board of Trustees at which such notice may be given.

**SECTION 3:** The Wilmette Village Code, as amended, is further amended in Chapter 2, “Administration”; Article XXXVII, “Zoning Board of Appeals”; Section 2-1049 “Members” by deleting text of said Section 2-105 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 2-1049 shall hereafter provide as follows:

Sec. 2-1049. Members.

(a) All members of the Zoning Board of Appeals shall be residents of the village.

(b) The Zoning Board of Appeals shall consist of seven members appointed by the President and confirmed by the Board of Trustees. Each member so appointed shall serve for a term of five years. No member shall serve for more than two consecutive full terms.

(c) One of the members so appointed shall be named as the Chairperson of the Zoning Board of Appeals by the President and confirmed by the Board of Trustees.

(d) The President and the Board of Trustees shall have the power, after a public hearing, to remove any member of the Zoning Board of Appeals for good cause shown.

(e) Vacancies on the Zoning Board of Appeals shall be filled in the manner herein provided for the appointment of such member. When a member of the Zoning Board of Appeals has been unable or has failed to attend three consecutive meetings of the Zoning Board of
Appeals, such absence shall be construed as resignation from the Zoning Board of Appeals and the member shall be so notified in writing by the President. A vacancy thus created shall be filled in the same manner as any other vacancy.

A member of the Zoning Board of Appeals must be physically present at the place of any Zoning Board of Appeals’ meeting in order to be considered present for the purposes of constituting a quorum, in order to vote, or in order to participate in the discussion of any matter of business at said meeting, except when authorized by the Chair of the Zoning Board of Appeals, a member of the Zoning Board of Appeals may attend a Zoning Board of Appeals’ meeting by video conference for no more than two meetings in a 12 month period, upon the condition that there remains a physically present quorum of the members of the Zoning Board of Appeals, and only when the member is prevented from physically attending because of:

1. personal illness or disability;
2. employment purposes or the business of the public body; or
3. a family or other emergency.

The member of the Village Board shall notify the staff liaison at least 24 hours before the meeting, unless impractical, so that necessary communications equipment can be arranged. Inability to make the necessary technical arrangements may result in the denial of remote attendance.

(f) In making appointments to the board, the Village President may give preference to candidates who are experienced or trained in:
(1) Architecture;
(2) Real estate;
(3) The law;
(4) Finance;
(5) Urban planning;
(6) Construction and development.

SECTION 4: 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 as well adjust any cross-references to the numbering changes in any other sections of the Village Code.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval as required by law. This ordinance shall expire and be repealed one year after the passage date listed below. Upon the automatic repeal of this ordinance, Section 2-105 of Wilmette Village Code shall revert back to its previous text prior to the adoption of this ordinance. If this ordinance is
repealed, the video attendance by a member of the Board of Trustees during the prescribed time period shall not be reason to invalidate any meeting or any actions taking at a meeting.

**PASSED** by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 27th day of **June 2023** 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 27th day of **June 2023**.

**President of the Village of Wilmette, IL**

**ATTEST:**

---

**Clerk of the Village of Wilmette, IL**

**Published in Pamphlet Form on June 28, 2023.**
REQUEST FOR BOARD ACTION

Engineering & Public Works
Department

SUBJECT: Topographic Survey and Geotechnical Services

MEETING DATE: June 27, 2023

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

BUDGET IMPACT:

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<th>2023 Budget</th>
<th>$142,197</th>
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<tbody>
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<td>2023 Contracts</td>
<td>$81,812</td>
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<tr>
<td>Over/(Under) Budget</td>
<td>($60,385)</td>
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Recommended Motion

Move to approve resolution #2023-R-96 authorizing the Village Manager to execute a contract in the amount not-to-exceed $49,000 with Thomas Engineering Group, LLC, Oak Park, IL for topographic survey services.

Move to approve resolution #2023-R-97 authorizing the Village Manager to execute a contract in the amount not-to-exceed $32,812 with Soil and Material Consultants, Inc., Arlington Heights, IL, for geotechnical services.

Background

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

Topographic Survey

The purpose of the topographic survey 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 2023 contract includes collecting topographic surveys for six (6) alleys, three (3) brick streets, and eleven (11) non-brick roadways that are candidates for future capital improvement programs.

**Geotechnical**

The purpose of the geotechnical service 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 Village does not have the workforce or rigging equipment available to complete this work in-house.

The 2023 contract includes collecting geotechnical data for six (6) alleys, three (3) brick streets, one (1) parking lot, and eleven (11) non-brick roadways that are candidates for future capital improvement programs.

**Discussion**

**Topographic Survey**

The Request for Proposals (RFP) was published on the Village website and DemandStar.com on May 25, 2023. Proposals were due on June 14, 2023. The Village received submittals from eight (8) qualified firms:

<table>
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<th>Proposal Total</th>
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</thead>
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<tr>
<td>Chastain &amp; Associates, LLC</td>
<td>$49,513</td>
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<tr>
<td>IMEG Consultants Corp.</td>
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</tr>
<tr>
<td>Gasperec Elberts Consulting, LLC</td>
<td>$85,910</td>
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<td>Gewalt Hamilton Associates, Inc.</td>
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<tr>
<td>Patrick Engineering Inc.</td>
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<tr>
<td>Tecma Associates, Inc.</td>
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</tr>
<tr>
<td>Accurate Group, Inc.</td>
<td>$192,760</td>
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</table>

Thomas Engineering Group, LLC, submitted the lowest qualified proposal price for this service. The firm has no known work experience in the Village, however, based on their competitive proposal, prior work experience, and references, staff recommends awarding the topographic survey services contract to Thomas Engineering Group.

This service is expected to occur from July to September 2023.

**Geotechnical**

The Request for Proposals (RFP) was published on the Village website and DemandStar.com on May 25, 2023. Proposals were due on June 14, 2023. The Village received a submittal from one (1) qualified firm:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Proposal Total</th>
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</thead>
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<tr>
<td>Soil and Material Consultants, Inc.</td>
<td>$32,812</td>
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Soil and Material Consultants has previous work experience in the Village, serving as the consultant for this service in 2020, 2021, and 2022 with satisfactory results. Based on past proposals with similar scope, their 2023 pricing appears to be fair and competitive. For these reasons, staff recommend awarding the geotechnical contract to Soil and Material Consultants.

This service is expected to occur from July to September 2023.

**Budget Impact**

Engineering Services for Capital Projects is allocated to the below account within the General Fund. The topographic survey and geotechnical services contracts are within budget. The remaining balance from the budget line item will be used for environmental service contracts.

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<th>2023 Budget</th>
<th>Available Budget</th>
<th>These Contract Awards</th>
<th>Remaining Balance</th>
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<td>$60,385</td>
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**Documents Attached**

1. CIP Page - Engineering Services for Capital Projects
2. Resolution #2023-R-96 - Contract with Thomas Engineering Group for Topographic Survey Services (Contract attached as Exhibit A)
3. Resolution #2023-R-97 - Contract with Soil and Material Consultants for Geotechnical Services (Contract attached as Exhibit A)
Engineering & Public Works

Engineering Services for Capital Projects

Budget Projection

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Project Status

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Funding History

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<tbody>
<tr>
<td>2022</td>
<td>$217,400*</td>
</tr>
<tr>
<td>2021</td>
<td>$166,000</td>
</tr>
<tr>
<td>2020</td>
<td>$130,000</td>
</tr>
</tbody>
</table>

*Includes consultant assistance with road program oversight ($66,400).

Project Description and Justification

This CIP item includes specialty engineering services for the Road Program, Alley Reconstruction Program, Brick Street Renovation Program, Asphalt to Brick Street Reconstruction Program, and Parking Lot Paving Program. While the design and construction of these programs is managed by in-house staff, 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 2023 funding will cover the construction material testing and inspection services for 2023 work, as well as the topographic survey, geotechnical and environmental services for the preparation of future CIP projects.

<table>
<thead>
<tr>
<th>Year</th>
<th>Road Program</th>
<th>Consultant Inspection Services</th>
<th>Alley Program</th>
<th>Brick Reno</th>
<th>Asphalt to Brick Recon</th>
<th>Parking Lot Paving</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>111,000</td>
<td>83,000</td>
<td>44,000</td>
<td>12,000</td>
<td>19,000</td>
<td>9,000</td>
<td>$278,000</td>
</tr>
<tr>
<td>2024</td>
<td>114,000</td>
<td>86,000</td>
<td>45,000</td>
<td>11,000</td>
<td>18,000</td>
<td>11,000</td>
<td>$285,000</td>
</tr>
<tr>
<td>2025</td>
<td>118,000</td>
<td>89,000</td>
<td>47,000</td>
<td>11,000</td>
<td>27,000</td>
<td>9,000</td>
<td>$301,000</td>
</tr>
<tr>
<td>2026</td>
<td>189,000</td>
<td>142,000</td>
<td>48,000</td>
<td>9,000</td>
<td>20,000</td>
<td>8,000</td>
<td>$416,000</td>
</tr>
<tr>
<td>2027</td>
<td>194,000</td>
<td>146,000</td>
<td>50,000</td>
<td>9,000</td>
<td>16,000</td>
<td>34,000</td>
<td>$449,000</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.

Construction Inspection Services
The purpose of the construction inspection services is to assist Village staff with construction supervision of the Road Program and other capital projects. The scope of work for this consulting civil engineer includes contractor coordination, stakeholder communications, construction inspection, documentation of daily/weekly construction activities, pay item and quantity record keeping, and other management tasks assigned at the discretion of the Assistant Village Engineer. This was a new service added in 2022 due to the increasing size of annual capital projects over the summer months.

Project Update
Funding estimates for 2023-2027 have been updated.

Project Alternative
The alternative is to fund these services out of each respective program’s construction budget and reduce the amount of rehabilitation locations each year.

Budget Impact
This is a Recurring Expense
There are no additional costs associated with this project.
RESOLUTION NO. 2023-R-96

A RESOLUTION APPROVING A CONTRACT FOR TOPOGRAPHIC SURVEY SERVICES BETWEEN THE VILLAGE OF WILMETTE AND THOMAS ENGINEERING GROUP, LLC

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 Thomas Engineering Group, 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 foregoing findings and recitals are hereby made a part of this Resolution and are incorporated by reference as if set forth verbatim herein.

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 June 27, 2023, pursuant to the following roll call vote:

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

____________________________________

Village Clerk

Approved on **June 27, 2023**.

____________________________________

Village President

Attest:

____________________________________

Village Clerk
EXHIBIT A

CONTRACT FOR TOPOGRAPHIC SURVEY SERVICES
RESOLUTION NO. 2023-R-97

A RESOLUTION APPROVING A CONTRACT FOR GEOTECHNICAL SERVICES BETWEEN THE VILLAGE OF WILMETTE AND SOIL AND MATERIAL CONSULTANTS, INC.

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 Geotechnical Services by and between the Village of Wilmette and Soil and Material Consultants, 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 foregoing findings and recitals are hereby made a part of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The Contract for Geotechnical 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 June 27, 2023, pursuant to the following roll call vote:

AYES: __________________________________________

NAYS: __________________________________________

ABSTAIN: _______________________________________

ABSENT: _________________________________________

__________________________
Village Clerk

Approved on June 27, 2023.

__________________________
Village President

Attest:

__________________________
Village Clerk
EXHIBIT A

CONTRACT FOR GEOTECHNICAL SERVICES
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.15

Engineering & Public Works Department

SUBJECT: Capital Infrastructure Plan for Water Transmission Lines

MEETING DATE: June 27, 2023

FROM: Brigitte Ann Berger-Raish, P.E., Director of Engineering and Public Works
Guy Lam, Deputy Director of Public Works
Matt Overeem, Water/Sewer Superintendent

Recommended Motion

Move to approve resolution #2023-R-99 authorizing the Village Manager to execute a contract in the amount not-to-exceed $39,800 with Burns & McDonnell Engineering Company, Inc., Chicago, Illinois for capital infrastructure plan for water transmission mains.

Background

This project is scheduled for 2023 as part of the Village’s 10-Year Capital Improvement Program (CIP). The project includes review of the Village’s current operation and maintenance practices and the development of a capital infrastructure plan with a condition assessment for the Village’s water transmission mains (WTMs). The work is to be completed by a consulting engineering firm with qualified experienced professionals specializing in pre-stressed concrete pressure pipe (PCCP).

The Village maintains approximately 14 miles of 24-inch and 36-inch PCCP WTMs with associated valves, blowoffs and air vents. The water distribution system also includes 9.15 miles of 24-inch PCCP and 4.85 miles of 36-inch PCCP. The 36-inch transmission main on the north side of the Village was built in 1989. The middle and the southwest portion of the 24-inch transmission main was built between 1955 and 1958. The balance of the transmission main, east of Ridge Road, was built between 1930 and 1955.

The Village’s WTMs serve as the supply feed for the water distribution system and external customers (neighboring communities) and are recognized as critical infrastructure.

Discussion

In April of 2023, staff drafted specifications (RFP #23078) for the capital infrastructure plan for WTMs. Specifically, qualified firms were asked to submit proposals which address the following items:
• Provide a plan which includes short-term (1-5 years) and long-term (6-20+ years) recommendations for the inspection, maintenance, repair, and replacement of the WTM s, including descriptions, timelines, and estimated costs for each recommendation;
• The proposed plan shall evaluate the efficacy of various methods and technologies for assessing the structural integrity of the PCCP WTM s;
• The condition assessment shall include an estimated remaining service life for the WTM s, as well as estimated cost and timeframe for replacement; and,
• Propose a standard data structure for use in reporting the results of the Village’s condition assessment work to the Village Board and public.

On April 18, 2023, bid notices were sent out to engineering firms specializing in the field of PCCP, and posted on the Village’s website and www.demandstar.com. The bid opening occurred on May 11, 2023, with three bid proposals received. Denoted in the table below is a summary of the bid proposals.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Allocated Hours</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crawford, Murphy &amp; Tilly, Inc., Chicago, Illinois</td>
<td>238</td>
<td>$50,544</td>
</tr>
<tr>
<td>CDM Smith, Inc., Chicago, Illinois</td>
<td>318</td>
<td>$59,850</td>
</tr>
</tbody>
</table>

Staff checked references provided by the lowest bidder and interviewed the project team to better assess their proposal, including a review of methodology for achieving the project’s core objectives and vision of the finished product. Their reference responses and interview session were both positive and they did not take any exceptions to the RFP specification. Their proposal was succinct, on-target, and staff found the project team to be highly qualified, competent, and capable. After thorough evaluation, staff recommends awarding the contract to the lowest responsive bidder, Burns & McDonnell Engineering Company, Inc.

Project Schedule and Final Deliverables
The project timeline will take approximately 4-5 weeks in total with a targeted August start date and September completion date. The final deliverables will be used for future capital planning and operating budgets. Recommendations may be integrated as part of current capital projects.

Budget Impact
The capital infrastructure plan for the water transmission mains is allocated to the below account within the Water Fund. The total 2023 budget for this account is $75,000 of which $50,000 is allocated for the capital infrastructure plan for the water transmission mains. The proposed contract is $10,200 under budget.

<table>
<thead>
<tr>
<th>Description</th>
<th>2023 Budget</th>
<th>Contract Cost</th>
<th>Account No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Fund –Transmission Main Repair</td>
<td>$50,000</td>
<td>$39,800</td>
<td>41838090-421000-80918</td>
</tr>
</tbody>
</table>

Documents Attached
2. 23 CIP Page -Transmission Main Repairs
RESOLUTION NO. 2023-R-99

A RESOLUTION APPROVING A CONTRACT FOR CAPITAL INFRASTRUCTURE PLAN FOR WATER TRANSMISSION MAINS BETWEEN THE VILLAGE OF WILMETTE AND BURNS & MCDONNELL ENGINEERING COMPANY 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 for Capital Infrastructure Plan for Water Transmission Mains by and between the Village of Wilmette and Burns & McDonnell Engineering Company 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 foregoing findings and recitals are hereby made a part of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The Contract for Capital Infrastructure Plan for Water Transmission Mains 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 **June 27, 2023**, pursuant to the following roll call vote:

AYES: ____________________________________________

NAYS: ____________________________________________

ABSTAIN: ________________________________________

ABSENT: _________________________________________

____________________________________
Village Clerk

Approved on **June 27, 2023**.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT FOR CAPITAL INFRASTRUCTURE PLAN FOR WATER TRANSMISSION MAINS
Repairs – Water Transmission Main

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>Water Operating</td>
<td>75,000</td>
<td>160,750</td>
<td>370,000</td>
<td>150,000</td>
<td>394,500</td>
<td><strong>$1,150,250</strong></td>
<td>419,000</td>
</tr>
</tbody>
</table>

Project Status

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

Funding History

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 (YTD)</td>
<td>$5,377*</td>
</tr>
<tr>
<td>2021</td>
<td>$20,938</td>
</tr>
<tr>
<td>2020</td>
<td>$11,372</td>
</tr>
<tr>
<td>2019</td>
<td>$3,425</td>
</tr>
</tbody>
</table>

*2022 Budget $16,000

Project Description and Justification

The following maintenance projects are presented in order of priority for completion based on feedback received from sewer consultant professionals. Staff will be participating in further dialogue to review efficacy of proposed projects and refine as needed.

*Air Vent Repairs (2023 -$25,000 and 2024 -$25,750)*

This request is for repair of 10 air release and/or air vacuum valves each year (2023 & 2024) along the water transmission main (WTM). In 2023, the repairs cost $2,500 each (or $25,000 total). In 2024, the project includes a 3% increase in material and repair costs (or $25,750). Overall, there are 36 air valves in the system that are scheduled for replacement over a four-year period (2020-2024). Through 2022, 16 air vents have been replaced with the remaining 20 scheduled over 2023-2024. The vents are part of the pipe’s original construction (1971 and 1989, two north runs) and have exceeded their expected useful life.

The Village has a total of four runs of transmission main traversing across the Village. Only the two north runs (24” and 36”) have air vents while the other two stretches of transmission pipe do not (1955 and 1956 construction). In 2020, a consultant conducted a condition assessment survey of all air vents along the transmission mains and determined all 36 air vents had corroded and were inoperable. The air vents are spaced approximately 1-mile apart.

The transmission mains are pressurized at the water plant with air pockets developing as the water flows at different subsurface elevations across the Village. The changes in elevation create turbulence, promoting formation of air pockets on the top portion of the pipe. Air pockets slow down flow, restricts the movement of water and could lead to damaging pressure surges which can migrate over to the distribution system through interconnections. Therefore, the air relief vents assist by releasing air build-up and help to dissipate air pockets that can lead to pressure surges.

Surveys, Testing, Condition Assessments

In addition to the survey of the air relief vents, CDM Smith, acting as a consultant to the Village, reviewed the transmission mains to determine what improvements or repairs were needed to ensure that this critical
infrastructure remains structurally viable into the foreseeable future. In their analysis, the following projects were recommended (listed in order of priority):

2023 -$50,000
- Hire consultant to develop a Capital Infrastructure Plan for Water Transmission Mains. This is a new request submitted as part of the 2023 CIP.
- Preliminary assessment for short and long-term project development.
- The analysis will help to determine and affirm next steps for evaluating the integrity of existing pipe and determine remaining useful life.

2024 -$135,000 total
- Hydraulic Surge or Transient Study- to review the location, spacing and sizing of air release and/or air vacuum valves along the WTM ($45,000).
- The analysis will also determine the maximum and minimum pressure profiles at different transient conditions, identifying potential vulnerable points along the WTM which should be addressed further.
- Hydraulic model calibration updates and re-runs of the pressure and water age simulations ($90,000).
This is a new request submitted as part of the 2023 CIP. The Village’s model was last updated in 2014; industry best management practices recommend performing updates every 5-6 years or coincide with major system improvements (Central Avenue - Water Main Replacement 2020-21).

2025 -$320,000
- Non-destructive ultrasonic testing (NDT) at six (6) different locations for condition assessment.
- The Village’s WTM was constructed in different eras (1955, 1956, 1971 and 1989).
- Purpose is to evaluate the integrity and condition of the WTM system utilizing non-destructive ultrasonic testing to assess condition and confirm material, diameter, etc.
- Six areas will be exposed to facilitate testing; excavation and restoration efforts provided by Village.

2025 -$50,000
- Conduct a Cathodic Protection System (CPS) study, in unison with NDT.
- The WTM currently does not have any type of external corrosion protection; study will further evaluate appropriate corrosion protection measures and applications.

2026, 2027 & 2028 -$463,500 total
- This request entails spatial locating of approximately five miles on one-third of transmission main system each year. This is a new request submitted as part of the 2023 CIP.
- Outside vendor utilizes proprietary SmartBall platform which captures X and Y coordinates of the pipeline using the latest accelerometer and gyroscope technologies, advanced location algorithms, and field collected global positioning system (GPS) points (final product delivers +/- 2-foot accuracy).
- This request supports protection of Village’s critical infrastructure and addresses a vulnerability.
- The Village does not have as-builts for the transmission mains.
- The current GIS layer is based on construction plans, actual work completed and valve information.
- Some segments are 85% accurate, while others are only 33% accurate.
- As current practice, potholing is mandated to verify location (in field) ahead of planned excavation.
- If damaged, the projected cost for transmission main repairs is $75,000 to $125,000 per location.
- Each year, the Village processes ~2,000 utility locate requests (within 50-ft. of a transmission main).

2027 & 2028 -$500,000 total
- Addition of 10 blow-off hydrants on the southern 24” main.
- The blow-off hydrants allow the WTM to be drained during maintenance or repairs/construction work.
- This work can be spaced out over multiple years.
The table below is a summary of the CIP year schedule and project costs:

<table>
<thead>
<tr>
<th>Project</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>Air Vent Repairs</td>
<td>25,000</td>
<td>25,750</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$50,750</td>
<td>-</td>
</tr>
<tr>
<td>Capital Infrastructure Plan</td>
<td>50,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$50,000</td>
<td>-</td>
</tr>
<tr>
<td>Hydraulic Model Update</td>
<td>-</td>
<td>90,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$90,000</td>
<td>-</td>
</tr>
<tr>
<td>Hydraulic Surge Study</td>
<td>-</td>
<td>45,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$45,000</td>
<td>-</td>
</tr>
<tr>
<td>Non-Destructive Testing</td>
<td>-</td>
<td>-</td>
<td>320,000</td>
<td>-</td>
<td>-</td>
<td>$320,000</td>
<td>-</td>
</tr>
<tr>
<td>Cathodic (CPS) Study</td>
<td>-</td>
<td>-</td>
<td>50,000</td>
<td>-</td>
<td>-</td>
<td>$50,000</td>
<td>-</td>
</tr>
<tr>
<td>GPS Spatial Locating</td>
<td>-</td>
<td>-</td>
<td>150,000</td>
<td>154,500</td>
<td>240,000</td>
<td>$304,500</td>
<td>159,000</td>
</tr>
<tr>
<td>Blow-Off Hydrants (24&quot;)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>240,000</td>
<td>$240,000</td>
<td>260,000</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>75,000</td>
<td>160,750</td>
<td>370,000</td>
<td>150,000</td>
<td>394,500</td>
<td>$1,150,250</td>
<td>419,000</td>
</tr>
</tbody>
</table>

**Project Update**

This project page was originally submitted as part of the 2020 CIP. The subsection for Surveys, Testing and Condition Assessments was added as part of the 2021 CIP. Capital Infrastructure Plan Development, Hydraulic Model Update and GPS spatial locating were added as part of the 2023 CIP. Project estimates have increased based on updated proposals obtained from a potential vendor.

**Project Alternative**

The alternative is to delay the project and reschedule the work during later years, although, this is not recommended as the continued state of disrepair can worsen and become more destructive. If repairs are deferred for several years, the system will be exposed to increased pressure, resulting in pipe fractures. The installation of blow-off hydrants can be spaced out over multiple years.

**Budget Impact**

*This is a Non-Recurring Expense*

There are no additional costs associated with this project.
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.16

Engineering & Public Works Department

SUBJECT: Contract Amendment for Catch Basin Cleaning Services

MEETING DATE: June 27, 2023

FROM: Brigitte Ann Berger-Raish, P.E., Director of Engineering and Public Works
Guy Lam, Deputy Director of Public Works
Matt Overeem, Water/Sewer Superintendent

BUDGET IMPACT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amendment (Approved)</td>
<td>$60,325</td>
</tr>
<tr>
<td>Additional Contract Amendment (This Request)</td>
<td>$7,000</td>
</tr>
<tr>
<td>Revised Subtotal</td>
<td>$67,325</td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve resolution #2023-R-100 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $7,000 with National Power Rodding Corporation, Chicago, Illinois (NPR) for catch basin cleaning services.

Background/Discussion

This request is being presented to the Village Board as the spending authority under a previously approved contract amendment with the recommended vendor (NPR) has been exceeded. The additional spending pertains to additional catch basin cleaning services and emergency televising services as described below.

Catch Basin Cleaning Services

On January 24, 2023, the Village Board approved a contract amendment in the amount not-to-exceed $60,325 with NPR for catch basin cleaning services. This project was funded as part of the Village’s 10-year Capital Improvement Program (CIP). The contract amendment provides for routine cleaning of approximately 350 sewer structures and contributes towards the Village’s National Pollutant Discharge System (NPDES) annual permit requirements (minimum 20% of system cleaned annually or 680 of Village’s 3,400 catch basin structures). The workload is shared between in-house crews and the contractor. This work was completed during the month of May. The final quantity of structures cleaned was 354 which exceeded the spending authority by $155 (see table below).

<table>
<thead>
<tr>
<th>Catch Basin Cleaning with NPR</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Amendment -Not-to-Exceed (Approved)</td>
<td>350</td>
<td>$60,325</td>
</tr>
<tr>
<td>Final Actual</td>
<td>354</td>
<td>$60,480</td>
</tr>
<tr>
<td>Difference (or overage)</td>
<td>4</td>
<td>$155</td>
</tr>
</tbody>
</table>
**Emergency Televising Services**

In late spring, staff were made aware of an emergent situation requiring sewer televising services in the combined sewer system. A new resident had moved in on 4th Street and hired a plumber to investigate a possible sewer blockage/drainage/flow problem of their lateral connection. The home had been vacant for an extended period, dating back to 2018-2019.

Staff retained NPR to investigate and televise the resident’s sewer lateral due to their expertise and specialty equipment in troubleshooting sewer lining issues. The sewer main was lined in 2019 as part of a CIP project. Upon further investigation, the sewer lining was found intact and correctly installed, however, a section of collapsed sewer lateral pipe was discovered. The collapsed sewer lateral may have resulted, inadvertently, during installation of a new water main which also occurred in 2019. Repair of the sewer lateral will be expedited to restore service under the Village’s emergency excavation services contract.

The table below provides a cost breakdown of the additional contract amendment with NPR.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Catch Basins Cleaned - Additional (4 units)</td>
<td>$155</td>
</tr>
<tr>
<td>Emergency Televising Services (Projected)</td>
<td>$6,845</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$7,000</td>
</tr>
</tbody>
</table>

**Budget Impact**

Catch basin cleaning and emergency services is allocated to the below account within the Sewer Fund. The total 2023 budget for this account is $489,825 of which $60,325 is allocated for contractual catch basin cleaning services and $50,000 for emergency services. The YTD actual is $15,316 (other contract), which leaves remaining available funds totaling $95,009. The original contract amendment with NPR and requested additional spending authority collectively remains under budget.

<table>
<thead>
<tr>
<th>Description</th>
<th>2023 Budget</th>
<th>YTD Actual</th>
<th>Original Contract Amendment</th>
<th>Additional Contract Amendment</th>
<th>Remaining Balance</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer Fund-Catch Basin Cleaning</td>
<td>$60,325</td>
<td>-</td>
<td>$60,325</td>
<td>$155</td>
<td>($155)</td>
<td>40807090-425300</td>
</tr>
<tr>
<td>Sewer Fund-Emergency Services</td>
<td>$50,000</td>
<td>$15,316</td>
<td>-</td>
<td>$6,845</td>
<td>$27,839</td>
<td>40807090-425300</td>
</tr>
<tr>
<td>Subtotals</td>
<td>$110,325</td>
<td>$15,316</td>
<td>$60,325</td>
<td>$7,000</td>
<td>$27,684</td>
<td></td>
</tr>
</tbody>
</table>

**Documents Attached**

1. Resolution #2023-R-100 Catch Basin Cleaning and Emergency Sewer Televising Services – National Power Rodding Corporation, Chicago, Illinois (Contract Amendment attached as Exhibit A)
2. 23 CIP Page – Sewer Maintenance
RESOLUTION NO. 2023-R-100

A RESOLUTION APPROVING A CONTRACT AMENDMENT FOR CATCH BASIN CLEANING BETWEEN THE VILLAGE OF WILMETTE AND NATIONAL POWER RODDING CORPORATION

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 Catch Basin Cleaning by and between the Village of Wilmette and National Power Rodding Corporation; a copy of which is attached hereto as Exhibit A;

WHEREAS, the Village Board finds that the Contract Amendment for Catch Basin Cleaning by and between the Village of Wilmette and National Power Rodding Corporation 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 foregoing findings and recitals are hereby made a part of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The Contract Amendment for Catch Basin 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 June 27, 2023, pursuant to the following roll call vote:

AYES: ____________________________________________________________

NAYS: ____________________________________________________________

ABSTAIN: _________________________________________________________

ABSENT: _________________________________________________________

____________________________________
Village Clerk

Approved on June 27, 2023.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT AMENDMENT FOR CATCH BASIN CLEANING
Sewer Maintenance

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>Sewer Fund</td>
<td>489,825</td>
<td>488,825</td>
<td>504,250</td>
<td>515,250</td>
<td>531,800</td>
<td>$2,529,950</td>
<td>2,686,500</td>
</tr>
</tbody>
</table>

Project Status

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

Funding History

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$342,000</td>
</tr>
<tr>
<td>2021</td>
<td>$366,500</td>
</tr>
<tr>
<td>2020</td>
<td>$322,000</td>
</tr>
<tr>
<td>2019</td>
<td>$231,700</td>
</tr>
<tr>
<td>2018</td>
<td>$230,443</td>
</tr>
<tr>
<td>2017</td>
<td>$211,500</td>
</tr>
<tr>
<td>2016</td>
<td>$174,480</td>
</tr>
</tbody>
</table>

Project Description and Justification

This is a multi-year effort targeting sewer maintenance, including contractual maintenance of drainage structures, emergency, and road program sewer point repairs. The following sewer maintenance improvements are recommended in 2023:

- $50,000 for contractual assistance to perform sewer repairs which are over 10-feet in depth and cannot be repaired by in-house crews, plus emergency sewer repairs and improvements for the combined, sanitary, and storm sewer systems identified during the budget year.

- $60,325 to clean approximately 350 drainage structures (catch basins and inlets) to obtain a five-year cleaning cycle (an additional 350 units are cleaned by in-house crews). The cost projection represents a total increase of $8,700 based on unit pricing obtained through a bid process in 2020 and review of structures cleaned over the past three years. The average unit cost is $184 per structure (or $220 per catch basin and $75 per inlet); however, the final expense depends on the actual quantity of catch basins and inlets cleaned.

- $293,000 to cover the cost of televising and cleaning approximately 23 miles (14%) of main line sewers using contractual services. The Village’s sewer systems contain 64.5 miles of storm sewer mains, 48.0 miles of sanitary sewer mains, and 51.4 miles of combination sewer mains. In addition to the contractual sewer televising, the Public Works Water/Sewer crews clean at least 2% of the total sewer system. The Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) mandates that a long term Operations & Maintenance (O&M) Program be developed. The O&M program includes maintenance, cleaning, and rehabilitation. Currently, the MWRDGC does not require a specific percentage of sewer cleaning. However, based on the age of the Village’s sewers, the best management practice is to clean the sewers once every 7 years or 14% per year.
NEW for 2023-2027: $25,000 for chemical grouting of sewer pipe and structures. Chemical grouting is the method for preventing ground water infiltration into structurally sound sewers. Excessive water entering sewers (infiltration) often leads to overflow situations and sewer back-ups. Sources of infiltration are revealed through annual inspections mandated by NPDES and MWRDGC. Chemical grouting is injected through leaking joints, faults, and cracks. The most common points of infiltration occur inside manhole structures, joints, and service line connections. Overall, chemical grouting is recognized as an industry best management practice and useful tool in combating sewer defects. It also serves as a much less costly alternative to open excavation repairs. Previously, this type of sewer maintenance occurred on a case-by-case basis and was unbudgeted.

NEW for 2023-2027: $2,500 for manhole inspections (sewer condition assessment, NASSCO level 1) as required per NPDES (storm system) and MWRDGC (sanitary system). This is a new request submitted as part of the 2023 CIP and contributes to operational efficiencies by requiring the Village’s contractor to perform these inspections, coinciding with the sewer lining program (~200 manhole structures annually). The contractor routinely accesses manholes as part of sewer lining operations; however, they do not perform inspections, thus requiring in-house crews to double back to each location. Overall, 600 manhole inspections are required each year or 10% of each system (300 storm and 300 sanitary). Inspections have been performed exclusively by in-house crews. The budget amount reflects unit pricing obtained from the Village’s contractor (or $15 per manhole structure).

$59,000 has been included in 2023 to continue televising large diameter sewers. Large diameter sewer cleaning and televising will allow the Village to assess the state of the critical infrastructure and rehabilitate the sewers as necessary in advance of a potential failure. It is far less costly to rehabilitate sewers proactively than on an emergency basis. Critical large-diameter sewers could also result in significant damage to public and private property if they deteriorate to point of failure. Staff began inspecting 25% of the large diameter sewers annually in 2020 and will complete the inspections in 2023. Starting in 2024, large diameter sewer televising will be included in the regular sewer cleaning and televising program, which will inspect 14% of the total sewer system per year.

A summary of the large diameter sewers and total lineal feet throughout the Village is included here:

<table>
<thead>
<tr>
<th>Diameter (in)</th>
<th>Sanitary (ft)</th>
<th>Storm (ft)</th>
<th>Combined (ft)</th>
<th>Total (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-36</td>
<td>9,830</td>
<td>24,851</td>
<td>12,137</td>
<td>46,818</td>
</tr>
<tr>
<td>38-48</td>
<td>-</td>
<td>7,066</td>
<td>16,154</td>
<td>23,220</td>
</tr>
<tr>
<td>54-66</td>
<td>1,310</td>
<td>10,224</td>
<td>12,718</td>
<td>24,252</td>
</tr>
<tr>
<td>72-78</td>
<td>8,485</td>
<td>8,753</td>
<td>6,555</td>
<td>23,793</td>
</tr>
<tr>
<td>84-96</td>
<td>-</td>
<td>3,971</td>
<td>2,466</td>
<td>6,437</td>
</tr>
<tr>
<td>102-120</td>
<td>1,805</td>
<td>3,357</td>
<td>-</td>
<td>5,162</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>21,430</strong></td>
<td><strong>58,222</strong></td>
<td><strong>50,030</strong></td>
<td><strong>129,682</strong></td>
</tr>
</tbody>
</table>
Denoted in the table below is a breakdown of project costs.

<table>
<thead>
<tr>
<th>Project</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>Repairs &gt;10' Depth</td>
<td>50,000</td>
<td>50,000</td>
<td>52,000</td>
<td>52,000</td>
<td>54,000</td>
<td>258,000</td>
<td>282,000</td>
</tr>
<tr>
<td>CB Cleaning</td>
<td>60,325</td>
<td>60,325</td>
<td>61,500</td>
<td>61,500</td>
<td>62,800</td>
<td>306,450</td>
<td>256,600</td>
</tr>
<tr>
<td>Televise/Cleaning</td>
<td>293,000</td>
<td>351,000</td>
<td>361,000</td>
<td>372,000</td>
<td>383,000</td>
<td>1,760,000</td>
<td>1,975,000</td>
</tr>
<tr>
<td>Chemical Grout</td>
<td>25,000</td>
<td>25,000</td>
<td>27,000</td>
<td>27,000</td>
<td>29,000</td>
<td>133,000</td>
<td>157,000</td>
</tr>
<tr>
<td>Manhole Inspection</td>
<td>2,500</td>
<td>2,500</td>
<td>2,750</td>
<td>2,750</td>
<td>3,000</td>
<td>13,500</td>
<td>16,500</td>
</tr>
<tr>
<td>Televise Large Diameter</td>
<td>59,000</td>
<td></td>
<td></td>
<td>59,000</td>
<td>0</td>
<td>59,000</td>
<td>0</td>
</tr>
<tr>
<td>Subtotals</td>
<td>$489,825</td>
<td>$488,825</td>
<td>$504,250</td>
<td>$515,250</td>
<td>$531,800</td>
<td>$2,529,950</td>
<td>$2,686,500</td>
</tr>
</tbody>
</table>

**Project Update**

The funding amount for 2023 has been updated to account for recent price increases and projections for out years have been added.

**Project Alternative**

This project is critical since a reduction in maintenance of the sewer system can ultimately lead to sewer back-ups and increased flooding. Portions of the work correlate to the Village’s mandated National Pollutant Discharge Elimination System (NPDES), the Combined Sewer Overflow (CSO) permits, and annual Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) long term maintenance programs. The alternative would be a reduction to these contractual services which would place the Village in non-compliance unless additional personnel and equipment were added so the Public Works staff could perform the work in-house.

**Budget Impact**

*This is a Recurring Expense*

There are no additional costs associated with this project.
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.17

SUBJECT: Fire Department Uniforms

MEETING DATE: June 27, 2023

FROM: Brian Lambel, Fire Chief
      Ryan Menzies, Deputy Fire Chief
      Mike Minogue, Fire Lieutenant

BUDGET IMPACT:

<table>
<thead>
<tr>
<th>Description</th>
<th>2023 Budget</th>
<th>2023 Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023 Budget</td>
<td>$33,900</td>
<td>$33,900</td>
</tr>
<tr>
<td>Over/(Under)</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

Recommended Motion

Move to approve a resolution #2023-R-101 authorizing the Village Manager to execute a contract with Unique Apparel Solutions, Elk Grove Village, Illinois per the unit rate schedule for fire department uniforms.

Background

The Fire Department is made up of 44 members. All new employees receive all the necessary uniform items to perform their duties as a Wilmette Firefighter at the outset of their employment. To replace these uniform items over time, each employee receives an annual clothing allowance per the collective bargaining agreement to purchase duty uniform items such as uniform pants, shirts, socks, boots/shoes, winter wear, work-out clothing, badges, and other fire department clothing/items. Additionally, each new employee receives Class A uniforms, which are formal dress attire that is worn at special occasions such as medal presentations, promotions, memorial services, parades, and presentations.

The current ordering methodology can be administratively burdensome, requires extensive internal processing efforts, and takes a considerable amount of time to resolve order issues. Staff sought a uniform vendor that would provide an ordering system that would improve ordering efficiency and utilize a web-based ordering system that produces individual orders for employees. This would reduce bulk order processing and management by the fire department uniform liaison and help to automate the return process.
**Discussion**

In March of 2023, staff drafted specifications (RFP #22144) to establish a contract to purchase the annual requirements of firefighter uniforms and accessories on an “as-needed” basis in accordance with all specifications, terms, and conditions as noted in the RFP. Specifically, qualified vendors were asked to submit proposals which address the following items:

- Perform alterations of all uniform components as requested by the Village and shall have the capabilities, facilities, and equipment necessary to fit any and all employees with the proper size, style, and quantity of wearing apparel and/or shoes specified.
- Clothing and accessories are to be furnished and delivered F.O.B. destination to the Village’s main Fire Station between 8:00 a.m. and 4:30 p.m. local time, Monday through Friday.
- Bidder shall pick up items to be returned on the next regular delivery or within five (5) days of notification, whichever comes first; or provide the Village with a postage paid return label.
- The Village prefers using a secure online ordering system (“Website”) that is configurable based on the Village’s uniform requirements.
- Bidder shall provide one (1) staff member with a minimum of three (3) years’ experience who shall be responsible for the overall coordination of work performed and shall act as a central point of contact with the Village.

On February 28, 2023, bid notices were sent out to uniform companies specializing in the field of fire department uniforms and posted on the Village’s website and www.demandstar.com. Bids were due by March 29, 2023, at 2:00 p.m. A total of three (3) bids were received and are denoted in the table below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Demonstration</th>
<th>Met Proposal Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Time Embroidery, Inc. DBA/Unique Apparel Solutions, Elk Grove Village, Illinois</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>J.G. Uniforms, Inc., Chicago, Illinois</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>The Printing Works II, Inc., Elk Grove Village, Illinois</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Two vendors provided demonstrations of their web-based ordering system, their internal ordering process, and their uniform return processes. Based upon the proposals and demonstrations, Village Staff recommends Unique Apparel Solutions as the Fire Department uniform provider.

**Budget Impact**

Uniform purchasing is allocated to the below account within the General Fund. The budget for 2023 is $33,900 and includes a Class A uniform audit and purchase; the award amount is projected to be within budget. Future year budgets are projected to increase based upon increased uniform costs.

<table>
<thead>
<tr>
<th>Description</th>
<th>2023 Budget</th>
<th>Contract Cost</th>
<th>Account No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uniform Expense</td>
<td>$33,900</td>
<td>$33,900</td>
<td>11515020-430050</td>
</tr>
</tbody>
</table>
Documents Attached

1. Resolution #2023-R-101 Contract with Unique Apparel Solutions, Elk Grove Village, Illinois for fire department uniforms (Contract attached as Exhibit A)
RESOLUTION NO. 2023-R-101

A RESOLUTION APPROVING A CONTRACT FOR FIRE DEPARTMENT UNIFORMS BETWEEN THE VILLAGE OF WILMETTE AND ON TIME EMBROIDERY INCORPORATED DBA UNIQUE APPAREL SOLUTIONS

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 Department Uniforms by and between the Village of Wilmette and On Time Embroidery Incorporated dba Unique Apparel Solutions; 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 foregoing findings and recitals are hereby made a part of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The Contract for Fire Department Uniforms 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 June 27, 2023, pursuant to the following roll call vote:

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

____________________________________
Village Clerk

Approved on June 27, 2023.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.18

Law Department

SUBJECT: Ordinance creating Class W Liquor Licenses and Increasing the Number of Class W Liquor Licenses (Fajita Pete’s)

MEETING DATE: Ordinance Introduction – June 13, 2023
Ordinance Adoption – June 27, 2023

FROM: Jeffrey M. Stein, Assistant Village Manager/Corporation Counsel

BUDGET IMPACT: None

Recommended Motion

Move to introduce and subsequently adopt Ordinance #2023-O-41, Ordinance Creating Class W Liquor Licenses and Increasing the Number of Class W Liquor Licenses.

Background

Chicago FP1, LLC, DBA Fajita Pete’s – Wilmette (“Applicant”) has submitted an application for a new class of liquor license that would allow a restaurant that provides only takeout and delivery of food and drink, but not table service, to sell cocktails along with the sale of food at Westlake Plaza.

Currently there is no classification that would authorize the sale of alcoholic liquor at a restaurant that does not otherwise provide seating and table service. As such, a new classification of liquor license is needed to allow the Applicant to operate a takeout/delivery food business and also sell and deliver a mixed drink that is considered a "cocktail" per state law and the Wilmette Village Code.

The attached ordinance defines a new type of restaurant as a “delivery restaurant” and puts in place certain regulations regarding the sale of cocktails by a delivery restaurant. Those regulations, which are both state law and Wilmette regulations are provided below:

1. Cocktails must be:
   a. filled by the licensee; and
   b. contained in a new and rigid container; and
   c. sealed with a tamper-proof lid; and
   d. labeled with the ingredients, the licensee’s information, the volume of the container and the date in which the container was sealed; and
e. filled less than seven (7) days before the date of sale.

2. Cocktails may only be sold or delivered:
   a. by someone that is BASSET trained; and
   b. by someone that is 21 years of age or older; and
   c. by an employee or agent of the Licensee, and not a third-party delivery service; and
   d. the employee must verify the age of the individual receiving the cocktail.

Furthermore, the attached ordinance limits a Class W Liquor License only to the Westlake Plaza (which is the PCD-3 Zoning District). This can be changed in the future, but this limitation would allow the Applicant to operate its business but also allow the Village to fully vet this new type of operation taking place in other Zoning Districts of the Village.

Since there are no liquor license classifications fitting the business plan of the Applicant, in order for the Village President as Local Liquor Commissioner to issue a license, there must be one created and then one made available. The application and supporting materials by the Applicant are attached.

**Discussion**

The Judiciary Committee reviewed the application at its May 26, 2023 meeting. The Applicant indicated it is prepared to comply in all respects with the conditions for a Class W License. The committee unanimously recommended that the Village Board approve an ordinance creating a new classification of license and increase the number of licenses to allow the Village President to issue a Class W Wilmette Liquor License to the applicant.

**Budget Impact**

No Budget Impact.

**Documents Attached**

1. Ordinance No. #2023-O-41 - An Ordinance Creating Class W Liquor Licenses and Increasing the Number of Class W Licenses.
2. Fajita Pete’s - Wilmette - Application for Village of Wilmette Liquor License (with personal information redacted).
ORDINANCE NO. 2023-O-41

AN ORDINANCE CREATING A NEW CLASSIFICATION OF LIQUOR LICENSE AND INCREASING THE NUMBER OF CLASS W LIQUOR LICENSES
(Class W Fajita Pete’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, Chicago FP1, LLC dba Fajita Pete’s – Wilmette (“Applicant”), has applied for a new liquor license, including an amendment to Chapter 10, Liquor Control, of the Wilmette Village Code; and

WHEREAS, the Applicant’s current business plan of operating a delivery and carry out restaurant, without seating or consumption of food onsite, is not authorized by the Village Code to also allow the sale of alcohol; and

WHEREAS, the Applicant has requested that a new class of liquor license be created to allow the retail sale of a pre-mixed beverage that is made by the use of fermenting orange peels which is classified as a cocktail pursuant to the Wilmette Village Code, for consumption off premises; and

WHEREAS, the Village Board Judiciary Committee met on May 26, 2023, to review the application and provided an unanimous recommendation of approval to the Village Board in regards to creating a new liquor license and authorizing the number of such new licenses to 1; and
WHEREAS, the Village Board sees fit to increase the number of authorized Class W liquor licenses as set forth herein.

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 Wilmette Village Code, as amended, is further amended in Chapter 10, Liquor Control, Article I “In General” Section 10-2, “Definitions” by inserting new definitions with the text shown in underlined, bold type below for the terms “delivery restaurant” to be placed in alphabetical order in Section 10-2 as follows:

Delivery restaurant means a place of business licensed under chapter 24, without interior or exterior seating or sleeping accommodations, whose primary purpose is the sale at retail of meals and beverages for offsite consumption. The delivery restaurant meal service offered must include a complete menu offering of meals at which the service of alcoholic beverages is incidental and complementary to the service of such meals.

SECTION 3: The Wilmette Village Code, as amended, is further amended in Chapter 10, Liquor Control, Article I, In General, Section 10-9, “Classification of licenses and schedule of fees,” by creating a new Subsection 10-9(t) et. seq. “Class W Licenses,” so that said new Subsection 10-9(t) shall hereafter provide as follows:

(t) Class W Licenses, which shall authorize the retail sale, including the delivery of, cocktails for consumption off-premises at delivery restaurants located in the PCD-3 Zoning District.

(1) The Class W License shall authorize the retail sale and delivery of cocktails for consumption off the premises when sold at a delivery restaurant.

(a) Cocktails shall be sold in a container that does not exceed one gallon; and

(b) Cocktails shall be sold in conjunction with the sale of food and in the manner required by Section 10-9.5 of this Chapter; and

(2) The annual license fee for a Class W License shall be $1,000.00.

SECTION 4: 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 inserting 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></th>
<th>Class</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Class A</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Class A-1</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>Class B</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Class B-1</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Class B-2</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Class C</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Class C-1</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Class C-B</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Class C-B-1</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>Class D</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Class E</td>
<td>Unlimited</td>
</tr>
<tr>
<td>6</td>
<td>Class F</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Class G</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.

<table>
<thead>
<tr>
<th></th>
<th>Class</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Class H</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Class I</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>Class J</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>Class K</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Class L</td>
<td>2</td>
</tr>
<tr>
<td>13</td>
<td>Class M</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>Class M-1</td>
<td>3</td>
</tr>
<tr>
<td>15</td>
<td>Class N</td>
<td>0</td>
</tr>
<tr>
<td>16</td>
<td>Class O</td>
<td>0</td>
</tr>
<tr>
<td>17</td>
<td>Class P</td>
<td>1</td>
</tr>
<tr>
<td>18</td>
<td>Class Q</td>
<td>1</td>
</tr>
</tbody>
</table>

(Reserved)

(Reserved)
SECTION 5: The Wilmette Village Code, as amended, is further amended in Chapter 10, Liquor Control, Article I, In General, Section 10-21, “Hours of Sale,” by deleting the text of said Section 10-21 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 10-21 shall hereafter provide as follows:

Sec. 10-21. Hours of sale.

(a) Permitted hours of sale. Subject to the provisions of subsections (b) through (d) of this section, the permitted hours of sale for each class of liquor license shall be as set forth in the table below.

<table>
<thead>
<tr>
<th>CLASS OF LICENSE</th>
<th>PERMITTED HOURS OF SALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A, A-1, B, B-1, C, C-1, C-B, C-B-1, D, E, J, K, L, M, N, O, P</td>
<td>Sunday through Thursday: 11:00 a.m. to 12:00 midnight, Friday, Saturday, and December 31: 11:00 a.m. to 1:00 a.m.</td>
</tr>
<tr>
<td>W</td>
<td>Sunday through Thursday: 12:00 noon to 10:00 p.m., 11:00 p.m. for private parties, Friday, Saturday, and December 31: 12:00 noon to 12:00 midnight</td>
</tr>
<tr>
<td>F</td>
<td>Sunday through Friday: 8:00 a.m. to 12:00 midnight, Friday, Saturday, and December 31: 8:00 a.m. to 1:00 a.m.</td>
</tr>
<tr>
<td>G, H, I</td>
<td>Every Day: 8:00 a.m. to 10:00 p.m.</td>
</tr>
</tbody>
</table>
Every Day: 1 hour prior to the scheduled time of the first motion picture of the day but not earlier than 11:00 a.m. to 12:00 midnight

Wednesday through Sunday: 4:00 p.m. to 8:00 p.m.

Wednesday through Sunday: 4:00 p.m. to 8:00 p.m.
( on-premises sales for delivery and private events)

During Wilmette French Market but at no day and time other than Saturdays from 8:00 a.m. to 1:00 p.m.

All closing times above which are stated in the a.m. shall refer to the early morning of the day following the opening time. For example, when open on Fridays, a Class A licensee must cease selling alcoholic liquor by 1:00 a.m. Saturday morning.

(b) Special hours for the Class NR zoning district. For all liquor licenses held by businesses located within the NR Zoning District, except for Classes D and E, the hours of permitted sale shall be 11:00 a.m. to 11:30 p.m.

(c) Package sales for Class A-1, B-1, C-1, and C-B-1, and W. Notwithstanding the hours of sale set forth above, it shall be unlawful for holders of Class A-1, B-1, C-1, and C-B-1, and W licenses to sell or offer for sale at retail any alcoholic liquor in original packages for consumption off the premises after 10:00 p.m.

(d) Food sales. Licensed premises may remain open for the sale of food during the hours within which the sale of alcoholic liquor is prohibited, but no alcoholic liquor may be sold to or consumed by the public during such hours.

**SECTION 6:** 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 7: 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 27th day of June 2023 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 27th day of June 2023.

President of the Village of Wilmette, IL

ATTEST:

Clerk of the Village of Wilmette, IL

Published in Pamphlet Form on June 28, 2023
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.

<table>
<thead>
<tr>
<th>Application for CLASS[ ] Liquor License</th>
<th>Fee Tendered:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$_________</td>
</tr>
</tbody>
</table>

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__
PART A. GENERAL APPLICANT INFORMATION: to be completed by all Applicants.

Name of Applicant(s):  
CHICAGO EP1 LLC dba  
FAJITA PETE’S - WILMETTE

Check Appropriate Box:

New Application:  
Renewal Application:  
If Renewal Application, provide the following:

Current Wilmette Liquor License #: Date first issued:

Current Illinois Liquor License #

Name of Business That Will Be Selling Alcohol:

FAJITA PETE’S - WILMETTE

*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  

X Limited Liability Company  
___ Club/Association  

Date Assumed Name Filed:  
Date of Formation:  
Date of Incorporation:  
State of Incorporation:  
Date Qualified to Do Business in Illinois:  
Date Formed:  3 NOV 2021  
Date Formed:  
Stated Purpose:  
Summary of Club activities this past year:

Address of Business Premises at Which Liquor Will Be Sold:

3207 LAKE AVE, STE 6A, WILMETTE, IL 60091

Business Telephone #: TBD (owner's cell # 612-599-3218)

Business Fax #: TBD

Business Web Site and/or E-mail address: fajitapetes.com
Hours of Business Operation:

<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>
<tr>
<td>11a-8:30p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</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.)

CH RETAIL FUND II/CHICAGO WESTAKE PLAZA LLC, 3819 MAPLE AVE, DALLAS, TX

Federal Employer Identification Number: 87-3470170

Illinois Business Tax (Sales Tax) Number: 44/09-2153

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>FARMERS INSURANCE</td>
<td>BOP (incl. liquor liab.)</td>
<td>TBD</td>
<td>312-666-4424</td>
</tr>
<tr>
<td></td>
<td>UMBRELLA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WORKERS COMP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Address of any other premises within Wilmette at which liquor may be warehoused:

N/A

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>HUNTINGTON NATIONAL BANK</td>
<td>7 EASTON OVAL E129, COLUMBUS, OH 43219</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</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>Social Security #</th>
<th>Date of Birth</th>
<th>Sex</th>
<th>Title/Position</th>
<th>Telephone #</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>WYDER, THEODORE</td>
<td>M</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OWNER</td>
<td></td>
<td>40%</td>
</tr>
</tbody>
</table>

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>Social Security #</th>
<th>Date of Birth</th>
<th>Sex</th>
<th>Title/Position</th>
<th>Telephone #</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIVERO, VERNICKA</td>
<td>R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PARTNER</td>
<td></td>
<td>40%</td>
</tr>
<tr>
<td>MITCHELL, THOMAS</td>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PARTNER</td>
<td></td>
<td>10%</td>
</tr>
</tbody>
</table>

<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>Social Security #</th>
<th>Date of Birth</th>
<th>Sex</th>
<th>Title/Position</th>
<th>Telephone #</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
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<td>( )</td>
</tr>
</tbody>
</table>

<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>Social Security #</th>
<th>Date of Birth</th>
<th>Sex</th>
<th>Title/Position</th>
<th>Telephone #</th>
<th>% Owned</th>
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<td></td>
<td></td>
<td>( )</td>
<td>( )</td>
</tr>
</tbody>
</table>

Total Percentage of Stock Held by all Persons with less than a 5% interest: 10 %.

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>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Sharing Arrangement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<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>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</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>Immediate Supervisor</td>
<td>Title/Position</td>
<td>From/To</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer</th>
<th>Address</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Immediate Supervisor</td>
<td>Title/Position</td>
<td>From/To</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer</th>
<th>Address</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Immediate Supervisor</td>
<td>Title/Position</td>
<td>From/To</td>
</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>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</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.

N/A

6
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.  _  X  Are you delinquent in the payment of any Illinois Business Tax (sales, withholding, etc.)?
2.  _  X  Have you ever applied for and been denied a liquor license?
3.  _  X  Have you ever had any previous liquor license revoked?
4.  X  _  Have you ever been convicted of a felony?
5.  _  X  Do you possess a current federal wagering stamp?
6.  _  X  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.  _  X  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.  _  X  Are you, other person with an interest in the business, a public official or law enforcement officer within the jurisdiction of the Village of Wilmette?
9.  _  X  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

TO ALL MANAGERS AND PARTNERS

________________________________________________________________________

For each person listed above in Part B, provide the following citizenship information:

X United States  FOR ALL  ___ Other

If a naturalized citizen, provide the date and place of naturalization:

VERONICA RIVERO NATURALIZED ON AUG 30, 2004 IN ORLANDO, FL

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.

THEODORE WYDER
Print Name of Applicant/Authorized Agent

OWNER
Title/Position

20 Jan 2023
Date

Signature

Subscribed and sworn before me
This 20th day of January, 2023

NOTARY PUBLIC

Amended: 8/24/04
Chicago FP1 LLC
Fajita Pete’s
Fresh Fajitas Catered & Delivered
Operations Plan with Focus on Delivery of Margaritas
Coming to Wilmette in Summer of 2023
Executive Summary

Fajita Pete’s, based in Houston, TX, has been operating since 2008 and began franchising its operations in 2015. The business model of offering award-winning fajitas, mouth-watering Tex-Mex and zesty margaritas for carry out, curbside, home delivery and catering services has made the company the success it is today. Our team is excited to bring this new concept and all of its offerings to Chicagoland with our flagship store opening in Wilmette in Summer of 2023!

Mission Statement

To deliver premium quality, award-winning fajitas and fresh Tex-Mex from our kitchen to your table.
Our Team

• Theodore “Teddy” Wyder – Principal
  • Teddy is an MBA prepared (University of Minnesota - Carlson School of Management) strategic, analytical, high-performing business professional with 17+ years experience translating customers’ complex business dilemmas into profitable solutions for mid-large size operations. With a focus on both the top and bottom line, Teddy is seasoned in generating new business as well as reducing costs through improved operational and logistical efficiencies.

• Veronica Rivero – Partner
  • Veronica (Notre Dame Mendoza School of Business alum) has a very strong background in sales, marketing, advertising and finance. She is also a social media expert. A consistent over-achiever, Veronica is currently a top sales rep at the Silicon Valley-based firm, BetterUp. Veronica and Teddy are a wife and husband team.

• Drew Mitchell – Partner
  • Drew (MBA from Notre Dame’s Mendoza School of Business) is a successful entrepreneur & real estate developer, and is currently Partner at Holladay Properties. Drew was featured on the TV show Shark Tank and received a deal from Mark Cuban and Chris Sacca for his affordable real estate rental company, Rent Like a Champion.

• Jordan Curnes – Partner
  • Jordan (MBA from Duke University’s Fuqua School of Business) is the Founder of MicroTransponder, a medical device company. Jordan is a serial entrepreneur with expertise in building companies and recruiting successful management teams to accelerate growth across a number of industries.
Fajita Pete’s Company Overview

- Founded in 2008 by current Director and Manager, Pedro “Pete” Mora, and began franchising its operations in 2015
- “Fresh off the grill” fajita and Tex-Mex concept focused on a simple menu with premium quality, handmade items
- 8-10 minute delivery radius ensures food is delivered hot, fresh and on-time (our fajitas travel extremely well too!)
- 98% of gross sales related to home delivery, carry out, curbside pickup and catering services
- Currently has 32 operating locations with 100+ franchise commitments across the Midwest, South and Southwest
- Earned a spot on QSR Magazine’s list of “America’s Hottest Startup Fast Casuals” for 2020
- Listed on FastCasual.com’s “Top 100 Movers and Shakers” of fast casual restaurants in 2022
- Two-time winner of the Houston Fajita Festival (this is a very BIG deal...trust me!)
Operations Plan

• Emphasis on carry out, curbside pickup, home delivery and catering orders; no dine-in available
• Hours of operation from 11a-8:30p Mon - Sun
• Functional space is 1,040 sqft with 75% committed to BOH/Kitchen
• 2 FT employees with 15-20 PT employees
• We will employ our own delivery drivers as well as fulfill orders from 3rd party platforms
  • Special use permit granting use of our own delivery drivers was approved by the Village Board of Trustees on 1/10/2023
• Plan includes ability to serve margaritas for carry-out, curbside, delivery and catering events
  • Margaritas projected to account for 5% of gross sales
• We will not serve margaritas for in-store consumption
• Always execute exceptional customer service
  • Treat every employee like a customer and every customer like family!
Our Margaritas

- Our margaritas come ready to drink and are served frozen or on the rocks
- The beverage is manufactured and distributed by MPACT Beverage Company
- Made from lemon, lime and orange juice, cane sugar and fermented orange peels which provide the alcohol
- The product falls under the wine classification as Other Than Standard Wine
- Delivered and stored to Fajita Pete’s restaurants in 5 gallon bulk pails
- Packaging allows for easy inventory tracking by simply weighing the bucket
- No additional preparation or batching is required - just pour into margarita machine
Our Packaging

- Margaritas will be served in tamper proof packaging
  - 1 gallon, ½ gallon and 20 ounce sizes
Commitment to Safety

- In everything we do we remain committed to ensuring the safety of our employees, our clients and our community
- Extensive in-person employee training program upon hiring with supplemental online LMS with strict passing requirements
- FOH employees and delivery drivers will be SafeServ Alcohol certified (https://www.safeserv.com/ServSafe-Alcohol)
- Margaritas will be served in tamper proof packaging
- When not in use 5 gallon pails of product will be stored in a locked security unit
- Easy inventory accounting by weight allows for accurate inventory control to help prevent product from disappearing
- Background and driving record checks will be performed before hiring to ensure employees exhibit safe driving habits and comply with local and state laws
- All delivery drivers will need to provide proof of insurance upon hiring before they can begin
- Valid 21+ ID must be presented by customer for purchase and/or delivery of alcohol
- We will not offer margaritas for delivery on 3rd party platforms
- All margarita orders will be delivered or served by person of legal drinking age

50 ea SECURITY UNIT
Security Unit, stationary, 48"W x 18"D x 63"H, top and bottom shelves with plastic clips (intermediate shelves not included), 2" mesh wire grid. (2) lockable doors. (4) numbered posts. PolySeal clear epoxy finish, NSF

1 ea Limited 15 year corrosion warranty, standard
2 ea Shelf, wire, 48"W x 18"D, 1000 lb. load capacity per shelf, includes plastic clips, PolySeal clear epoxy finish
1 ea Dolly Base Frame, 48" x 18"D, for shelving unit (casters sold separately)
2 ea Plate Caster, threaded, 5" diameter, swivel with brake, non-marking polyurethane tread
2 ea Limited 15 year corrosion warranty, standard
Interior Design Concept
Interior Design Concept
Sample Menu

FAMILIA STYLE

FOR THE INDECISIVE
FAJITA TRIO $43.99
Indecisive eaters, rejoice! Chicken, beef, and shrimp fajitas and a side of Pete’s famous white queso, plus warm charros.
SERVES 3-5 / 4,041 CAL.

FOR THE WHOLE GANG
LA FAMILIA $77.99-
Fajitas plus golden fritters, large queso, and fresh charros.
CHOOSE CHICKEN • BEEF • MIXED
SERVES 5-6 / 4740-5,100 CAL.

FOR A LIMITED TIME!
FAJITAS FOR 10
CHICKEN $129.99
BEEF $144.99
CHICKEN & BEEF $149.99

NOT FAJIT

QUESADILLAS
HALF $10.99 • FULL $13.99-
590-690 CAL. / 1,090-1,300 CAL.
In-freshly made tortillas served with guacamole and sour cream.
CHOOSE CHEESE • CHICKEN • SHRIMP • VEGGIE • BEEF

PETE’S BURRITO $13.99
120-120 CAL.
Packed with rice, beans, and hot melty queso. Served with guacamole and sour cream.
CHOOSE CHICKEN • SHRIMP • VEGGIE • BEEF

CATER YOUR NEXT FIESTA WITH PETE

VEGETARIAN FJITAS
A hearty mix of sauteed veggies, mushrooms, peppers, onions, and queso.
For one: $49.99 / 5,490 CAL.
For two: $79.99 / 7,150 CAL.
For four: $149.99 / 11,900 CAL.

PREMIUM PROTEINS

CHICKEN FJITAS
For one: $14.99 / 1,740 CAL.
For two: $24.99 / 2,800 CAL.
For four: $49.99 / 5,450 CAL.

SOUR CREAM / CHILE

DRINKS

NOT RITAS

SOPREME

DESSERT

CARAMEL CHOCOLATE

PETE’S AWARD WINNING
FAJITAS
COME WITH THE WORKS

EXTRAS

NIÑOS

CATER YOUR NEXT FIESTA WITH PETE

PETE’S BURRITOS

EXTRA QUESO

PETE’S BURRITOS

DESSERT

CATER YOUR NEXT FIESTA WITH PETE

PETE’S BURRITOS

EXTRA QUESO
Consumer Trends

• The pandemic has changed food consumption habits that are here to stay...CONVENIENCE
• 60% of American consumers order takeout or delivery at least once a week
• Online ordering is growing 300% faster than in-home dining
• Source: https://www.fundera.com/resources/food-delivery-statistics

There’s a Precedent

• Delivery of alcohol is already available to residents in Wilmette via websites like Instacart and Griffin’s
• We might be the first restaurant group to ask the Village of Wilmette for a new liquor classification to serve alcohol for carry out, curbside, home delivery and catering, but we won’t be the last
LEASE AGREEMENT BETWEEN

CH RETAIL FUND II/CHICAGO WESTLAKE PLAZA, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY,

AS LANDLORD, AND

CHICAGO FP1 L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY,
D/B/A FAJITA PETE’S

AS TENANT

DATED October 18, 2022

WESTLAKE PLAZA SHOPPING CENTER
WILMETTE, ILLINOIS
BASIC LEASE INFORMATION

Lease Date: October 18, 2022

Landlord: CH Retail Fund II/Chicago Westlake Plaza, L.L.C., a Delaware limited liability company

Tenant: Chicago FP I L.L.C., an Illinois limited liability company

Premises: The area known as suite 20 containing 1,040 rentable square feet described on the plan attached as Exhibit A and located at 3217 Lake Avenue, Wilmette, Illinois 60091, being part of the shopping center commonly known as Westlake Plaza (the "Shopping Center"), which is situated on the property described in Exhibit B. The term "Shopping Center" includes the property described in Exhibit B, together with the improvements thereon, including the building in which the Premises are located (the "Building"), and such additions and other changes as Landlord may, from time to time, designate as being included within the Shopping Center. Exhibit A is attached hereto solely for the purpose of locating the Premises within the Shopping Center and depicting the general layout of the Shopping Center and shall not be deemed to be a representation, warranty or agreement by Landlord as to any information shown thereon or that the Shopping Center or stores be exactly as indicated thereon.

Term: 120 full calendar months, plus any partial month from the Commencement Date to the end of the month in which the Commencement Date falls, starting on the Commencement Date and ending at 5:00 p.m. local time on the last day of the 120th full calendar month following the Commencement Date, subject to adjustment and earlier termination as provided in the Lease. The "Commencement Date" means the earlier of the following dates:

(a) the date upon which Tenant opens the Premises to the public for business, or

(b) 120 days after the date on which Landlord tenders possession of the Premises to Tenant.

Minimum Rent: Minimum Rent shall be the following amounts for the following periods of time:

<table>
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<th>Lease Month</th>
<th>Annual Minimum Rent Rate Per Rentable Square Foot</th>
<th>Monthly Minimum Rent</th>
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<tr>
<td>1 – 24</td>
<td>$27.00</td>
<td>$2,340.00</td>
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<tr>
<td>25 – 36</td>
<td>$27.68</td>
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<tr>
<td>37 – 48</td>
<td>$28.37</td>
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<tr>
<td>49 – 60</td>
<td>$29.08</td>
<td>$2,520.27</td>
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<tr>
<td>61 – 72</td>
<td>$29.81</td>
<td>$2,583.53</td>
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<tr>
<td>73 – 84</td>
<td>$30.56</td>
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<tr>
<td>85 – 96</td>
<td>$31.32</td>
<td>$2,714.40</td>
</tr>
<tr>
<td>97 – 108</td>
<td>$32.10</td>
<td>$2,782.00</td>
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<tr>
<td>109 – 120</td>
<td>$32.90</td>
<td>$2,851.33</td>
</tr>
</tbody>
</table>

As used herein, the term "Lease Month" means each calendar month during the Term (and if the Commencement Date does not occur on the first day of a calendar month, the period from the Commencement Date to the first day of the next calendar month shall be included in the first Lease Month for purposes of determining the duration of the Term and the monthly Minimum Rent rate applicable for such partial month).

Security Deposit: $7,675.00
Rent: Minimum Rent, Additional Rent and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease.

Permitted Use: The retail operation of a “Fajita Pete’s” restaurant serving Mexican food and other items generally served in a “Fajita Pete’s” restaurant, including alcoholic beverages (and only so long as Tenant complies with all Laws including, without limitation, Tenant obtaining and complying with all necessary licenses applicable thereto) of Tenant’s Gross Sales at the Premises and notwithstanding the foregoing, Tenant shall not be entitled to use the Premises for a business that is principally devoted to the sale of alcoholic beverages throughout its operating hours, such as a bar or tavern) and non-alcoholic beverages and for no other purpose. Notwithstanding anything contained in the preceding sentence or in this Lease to the contrary, Tenant is specifically prohibited from engaging in any of the uses set forth on Exhibit K attached hereto.

Trade Name: Fajita Pete’s

Tenant's Proportionate Share: 2.48%, which is the percentage obtained by dividing (a) the number of rentable square feet in the Premises as stated above by (b) the 42,018 rentable square feet in the Shopping Center. Landlord and Tenant stipulate that the number of rentable square feet in the Premises and in the Shopping Center set forth above is conclusive and shall be binding upon them. Tenant's Proportionate Share is subject to adjustment as provided in Section 6(c) of the Lease.

Initial Liability Insurance Amount: $2,000,000

Initial Monthly Payment of Rent: The following shall constitute Tenant's initial monthly payment of Rent required pursuant to Sections 3, 6(b), 10(e) and 15(b) of the Lease, which shall be adjusted as and when required under the terms of the Lease:

Minimum Rent $2,340.00
Additional Rent
Tenant's Proportionate Share of Common Area Costs 348.49
Tenant's Proportionate Share of Insurance Costs 24.07
Tenant's Proportionate Share of Taxes 1,124.94
Total Initial Monthly Payment $3,837.50

Tenant's Address:
Prior to Commencement Date:
Chicago FP1 L.L.C
10 E Ontario St #1105
Chicago, Illinois 60611
Attention: Theodore Wyder
Telephone:
Email Address: fajitapeteschicago@gmail.com

Following Commencement Date:
Chicago FP1 L.L.C.
3207 Lake Ave #6A
Wilmette, Illinois 60091
Attention: Theodore Wyder
Telephone:
Email Address: fajitapeteschicago@gmail.com

* with a copy to Franchisor pursuant to Exhibit L.
Landlord's Address: For all Notices: Mid-America Asset Management, Inc. With a copy to: CHI Retail Fund II/Chicago Westlake
One Parkview Plaza, 9th Floor Plaza, L.L.C.
Oakbrook Terrace, Illinois 60181 3819 Maple Avenue
Attention: Kevin James Dallas, Texas 75219
Telephone: 630-954-7338 Attention: Asset Manager - Chicago
Email Address: Westlake Plaza
k james@midamericagrp.com Telephone: 214-661-8000
Email Address: wcrönin@crowholdings.com

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any
conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.
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LEASE

This Lease Agreement (this "Lease") is entered into as of October 18, 2022, between CH Retail Fund II/Chicago Westlake Plaza, L.L.C., a Delaware limited liability company ("Landlord"), and Chicago FP1 L.L.C., an Illinois limited liability company db/a Fajita Pete's ("Tenant").

1. Definitions and Basic Provisions. The definitions and basic provisions set forth in the Basic Lease Information (the "Basic Lease Information") set forth above are incorporated herein by reference for all purposes. Additionally, the following terms shall have the following meanings when used in this Lease: "Affiliate" means any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with the party in question; "Building's Structure" means the Building's exterior walls, roof, elevator shafts (if any), footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams; "Building's Systems" means the Building's HVAC system (if it serves portions of the Shopping Center in addition to or other than the Premises) and the Building's life-safety, plumbing, electrical and mechanical systems; "including" means including, without limitation; "Laws" means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants affecting this Lease or the Shopping Center, and "Law" means any of the foregoing; "Tenant's Off-Premises Equipment" means any of Tenant's equipment or other property that may be located on or about the Shopping Center (other than inside the Premises); and "Tenant Party" means any of the following persons: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, licensees, guests and invitees.

2. Premises; Construction.

   (a) Lease Grant. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

   (b) Construction and Acceptance of Premises. If Exhibit D hereto provides for Work to be performed by Landlord, then Landlord shall construct improvements in the Premises to the extent provided in Exhibit D (such Work, if any, to be performed by Landlord being herein sometimes referred to as "Landlord's Work"). Tenant shall accept possession of the Premises upon Landlord's tender of possession thereof to Tenant (with Landlord's Work, if any, Substantially Completed) and shall diligently perform the Work, if any, required to be performed by Tenant pursuant to Exhibit D (such Work, if any, to be performed by Tenant being herein sometimes referred to as "Tenant's Work") in accordance with Section 7 and Exhibit D and install its fixtures, furniture and equipment. Tenant shall pay all utility and similar costs incurred in performing Tenant's Work. By initiating Tenant's Work in the Premises (or if no Tenant's Work is to be performed by Tenant, then by occupying the Premises), Tenant shall be deemed to have accepted the Premises in their condition as of the date of such initiation of Tenant's Work (or the date of such occupancy, as the case may be), subject to the performance of punch-list items that remain to be performed by Landlord, if any. Occupancy of the Premises by Tenant prior to the Commencement Date shall be subject to all of the provisions of this Lease excepting only those requiring the payment of Minimum Rent and Additional Rent.

   (c) Tender of Possession. Landlord and Tenant anticipate that possession of the Premises will be tendered to Tenant in the condition required by this Lease on or about the date which is between forty-five (45) to seventy-five (75) days after the Lease Date (the "Estimated Delivery Date"). If Landlord is unable to tender possession of the Premises in such condition to Tenant by twenty (20) days after the Estimated Delivery Date, then tenant reserves the right to terminate lease, otherwise (1) the validity of this Lease shall not be affected or impaired thereby, (2) Landlord shall not be in default hereunder or be liable for damages therefor, and (3) Tenant shall accept possession of the Premises when Landlord tenders possession thereof to Tenant. Within ten days after request by Landlord, Tenant shall execute and deliver to Landlord a letter substantially in the form of Exhibit G hereto confirming (A) the Commencement Date and the expiration date of the initial Term, (B) that Tenant has accepted the Premises, and (C) that Landlord has performed all of its obligations (if any) with respect to the Premises (except for punch-list items, if any, specified in such letter); however, the failure of the parties to execute such letter shall
not defer the Commencement Date or otherwise invalidate this Lease. Tenant shall furnish to Landlord a certificate of occupancy from applicable authorities before commencing business in the Premises.

3. Rent.

(a) Payment. Tenant shall timely pay to Landlord Rent, without notice, demand, deduction or set-off (except as otherwise expressly provided herein) by either (i) good and sufficient check drawn on a national banking association, at Landlord's address provided for in this Lease or (ii) by Automated Clearing House ("ACH") payments, via payment instructions provided by Landlord from time to time and which ACH payments shall be the preferred method of payment, and shall be accompanied by all applicable state and local sales or use taxes. The obligations of Tenant to pay Rent to Landlord and the obligations of Landlord under this Lease are independent obligations.

(b) Minimum Rent. Minimum Rent shall be payable monthly in advance. The first monthly installment of Minimum Rent shall be payable contemporaneously with the execution of this Lease; thereafter, Minimum Rent shall be payable on the first day of each month beginning on the first day of the 2nd Lease Month. The monthly Rent for any partial month at the beginning of the Term shall equal the product of 1/365 of the annual Rent in effect during the partial month and the number of days in the partial month, and shall be due on the Commencement Date. Payment of Rent for any fractional calendar month at the end of the Term shall be similarly prorated.

(c) Intentionally Deleted.

(d) Gross Sales. As used herein, the term "Gross Sales" shall include the entire amount of the sales price, whether for cash or otherwise, of all sales of merchandise (including gift and merchandise certificates and services, and all other receipts whatsoever (including interest, time payment differentials, finance charges, service charges, credit and layaway sales), of all business conducted in or from the Premises, including mail, telephone or internet orders delivered from or received or filled at the Premises, deposits not refunded to purchasers, orders taken, although billed elsewhere, sales to employees, sales through vending machines or other devices, sales by any sublessee, concessionaire or licensee or otherwise in the Premises, and proceeds of business interruption or similar insurance. No discounts shall be deducted from any actual sale price for any selected category of customer. Each sale or layaway upon installment or credit shall be treated as a sale for the full price in the month during which such sale was made. No deduction shall be allowed for uncollected or uncollectible credit accounts, service charges, finance charges, bank card charges or postage fees. Gross Sales shall not include (1) sums collected and paid out for any sales or direct excise tax imposed by any governmental authority, (2) the exchange of merchandise between other stores of Tenant where such exchanges are made solely for the convenience of operation of Tenant's business and not for the purpose of consummating a sale made from the Premises or to deprive Landlord of the benefit of a sale which otherwise would be made from the Premises, (3) returns to shippers or manufacturers, (4) cash or credit refunds to customers for goods previously included in Gross Sales, (5) sales to Tenant's employees, or (6) sales of Tenant's fixtures.

(e) Sales Reports and Records. By the first day of each January and July Tenant shall deliver to Landlord by the 10th day of that month a statement of Gross Sales for the preceding calendar six months, certified by Tenant to be accurate, such statement shall reflect total Gross Sales and Gross Sales per rentable square foot of area in the Premises. Within 60 days after the expiration of each calendar year and within 60 days after termination of this Lease, Tenant shall deliver to Landlord a like statement of Gross Sales for the preceding calendar year (or partial calendar year), certified to be correct by an independent certified public accountant or by an officer of Tenant if Tenant is a publicly held corporation. Tenant shall furnish similar statements for any licensees, concessionaires and subtenants. All such statements shall be in such form and shall be accompanied by such supporting information as Landlord may require. If Tenant fails to timely furnish any Gross Sales statement, Landlord may charge a fee of twenty-five dollars ($25.00) per day until the required statement is furnished, from and after the 10th day following the date on which such statement was due. Tenant shall record at the time of sale, in the possession of the customer, all receipts from sales or other transactions in a cash register having a cumulative total which shall be sealed in a manner approved by Landlord, or by using other computerized, point-of-sale equipment provided that such equipment and the records produced thereby are adequate to enable the proper computation of Gross Sales. Tenant shall keep at the Premises or at Tenant's principal office within the United
States a complete and accurate set of books and records of Gross Sales and all supporting records such as tax reports, banking records, cash register tapes, sales slips and other sales records, which shall be preserved for at least 36 months after the end of the calendar year to which they relate, and if Landlord shall inspect, copy and/or audit Tenant's statements for such calendar year, such books, records and evidence shall continue to be preserved until such inspection and/or audit has been concluded. Landlord and its agents may, at any reasonable time, inspect, copy and/or audit any or all of Tenant's books and accounts, documents, records, sales tax returns, papers and files, which shall in any manner relate to Gross Sales, and at Landlord's request, Tenant shall make all such data available for such examination at such reasonable times as Landlord shall specify. If any Gross Sales statements are not submitted by Tenant or if the statements submitted are found to be incorrect to an extent of more than three percent (3%) over the figures submitted by Tenant, Tenant shall pay for Landlord's inspection or audit on demand.

(f) Additional Rent. In addition to Minimum Rent, Tenant shall pay, as "Additional Rent" hereunder: (1) Tenant's Proportionate Share of Common Area Costs, as set forth in Section 6(b), (2) Tenant's Proportionate Share of Insurance Costs, as set forth in Section 10(c), and (3) Tenant's Proportionate Share of Taxes, as set forth in Section 15(b).

4. Delinquent Payment: Handling Charges. All payments required of Tenant hereunder not received within three business days of the due date shall bear interest from the date due until paid at the lesser of eighteen percent per annum or the maximum lawful rate of interest (such lesser amount is referred to herein as the "Default Rate"); additionally, Landlord, in addition to all other rights and remedies available to it, may charge Tenant a fee equal to five percent of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, shall the charges permitted under this Section 4 or elsewhere in this Lease, to the extent they are considered to be interest under applicable Law, exceed the maximum lawful rate of interest. Notwithstanding the foregoing, the late fee referenced above shall not be charged with respect to the first occurrence (but not any subsequent occurrence) during any 12-month period that Tenant fails to make payment within three business days of the due date, until five days after Landlord delivers written notice of such delinquency to Tenant.

5. Security Deposit. Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the Security Deposit, which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default (as defined herein). Landlord may, from time to time following an Event of Default and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation Tenant fails to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Subject to the requirements of, and conditions imposed by, Laws applicable to security deposits under commercial leases, Landlord shall, within the time required by applicable Law, return to Tenant the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by Law. Landlord and Tenant agree that such deductions shall include, without limitation, all damages and losses that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any breach of this Lease by Tenant. The Security Deposit may be commingled with other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises, Landlord will assign the Security Deposit to the transferee and, upon such transfer and the delivery to Tenant of an acknowledgement of the transferee's responsibility for the Security Deposit as provided by Law, Landlord thereafter shall have no further liability for the return of the Security Deposit.


(a) Common Area. As used herein, the "Common Area" means the part of the Shopping Center designated by Landlord from time to time for the common use of all tenants, including parking areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, malls, and restrooms, all of which are subject to Landlord's sole control. Landlord may from time to time: change the dimensions and location of the Common Area, as well as the location, dimensions, identity and type of buildings; construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center; and eliminate buildings. Tenant and its employees, customers, subtenants, licensees and concessionaires shall have a non-exclusive license to use the Common Area in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same. Landlord may promulgate and modify
from time to time rules and regulations for the safety, care or cleanliness of the Shopping Center which shall be complied with by Tenant and its employees, agents, visitors and invitees. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. Landlord may designate areas in which Tenant's employees shall be required to park, and Tenant shall cause its employees to park in such areas.

(b) **Common Area Costs.** Tenant shall pay its Proportionate Share of the costs incurred by Landlord in owning, operating, administering, repairing, replacing, improving and maintaining the Common Area, plus an administration charge of five percent (5%) of all such costs (collectively, "Common Area Costs"). Common Area Costs shall include the items specified on Exhibit C. Tenant's Proportionate Share of Common Area Costs shall be paid in monthly installments, concurrently with Minimum Rent, based upon Landlord's good faith estimate, from time to time, of Common Area Costs. Tenant's initial payment is based upon Landlord's estimate of Common Area Costs for the year in question, and the monthly payments thereof (and future payments) are subject to increase or decrease as determined by Landlord from time to time to reflect an accurate estimate of actual Common Area Costs. Within 120 days (or a reasonable time thereafter) after the end of each calendar year, Landlord shall deliver to Tenant a statement of Common Area Costs for such calendar year and Tenant shall pay Landlord or Landlord shall credit Tenant (or, if such adjustment is at the end of the Term, pay Tenant), within 30 days of receipt of such statement, the amount of any excess or deficiency in Tenant's payment of its Proportionate Share of Common Area Costs for such calendar year. So long as Tenant is not in default under any of the terms, conditions, provisions and agreements to be kept and performed by Tenant under this Lease, following the calendar year after the first twelve (12) Lease Months of the Term, in no event shall controllable Common Area Costs be increased yearly by more than five percent (5%) per year on a non-cumulative basis. The limitation on increases in controllable Common Area Costs as provided for in the preceding sentence shall not limit or otherwise affect Tenant's obligation to pay Tenant's Share of any "Uncontrollable Expenses" (as hereinafter defined) or any other component of Rent under this Lease. "Uncontrollable Expenses" shall mean those Common Area Costs that, in Landlord's sole discretion and judgment, may be subject to increases which are outside of Landlord's control and shall include, without limitation, any expenses (as applicable) relating to utilities, security, storm/weather clean-up costs and snow/ice removal. In the event Tenant extends or renews the Term of this Lease beyond the initial ten year Term provided for herein, as of the commencement of any such renewal or extension term, the capped controllable Common Area Costs provided for above shall "reset" and the then current controllable Common Area Costs for the first twelve (12) Lease Months of such renewal or extension term shall thereafter not be increased yearly by more than five percent (5%) per year on a non-cumulative basis.

(c) **Tenant's Proportionate Share.** Notwithstanding any contrary provision herein, in calculating Tenant's Proportionate Share of certain items (or components thereof), the following provisions shall apply: (1) in the case of Common Area Costs, the rentable area of the Shopping Center (as used in the calculation of Tenant's Proportionate Share) shall exclude (A) the rentable square feet of premises occupied by ground lessees or owners of outparcels within the Shopping Center who do not contribute on a Proportionate Share basis to the Shopping Center's Common Area Costs because they are obligated to maintain separately certain common areas appurtenant to their ground leased or owned premises, and (B) with regard to specific Common Area Cost items, the rentable square feet of all other tenants in the Shopping Center who do not include such items within the calculation of such other tenant's share of Common Area Costs because such other tenants are individually responsible for the item in question (e.g., if an anchor tenant provides for its own landscaping and the cost of landscaping is not part of such tenant's Common Area Cost obligation, that tenant's rentable square feet shall be excluded from the rentable area of the Shopping Center in determining Tenant's Proportionate Share of landscaping costs); (2) in the case of Insurance Costs, Tenant's Proportionate Share of Landlord's cost of casualty insurance shall exclude from the rentable area of the Shopping Center (used in the calculation of Tenant's Proportionate Share) the rentable square feet of any building in the Shopping Center which is separately insured by the tenant of such building, and which tenant as a result does not contribute to Landlord's cost of casualty insurance; and (3) in the case of Taxes, Tenant's Proportionate Share of Taxes shall exclude from the rentable area of the Shopping Center (used in the calculation of Tenant's Proportionate Share) the rentable square feet of any leased building in the Shopping Center which is separately assessed and whose tenant pays such separately assessed tax amount pursuant to its lease in lieu of paying a Proportionate Share of Taxes assessed for the Shopping Center as a whole. If buildings are added to or removed from the Shopping Center, or additional areas are leased to tenants whose rentable square footage is excluded from the rentable area of the Shopping Center under the foregoing calculations, Tenant's Proportionate Share shall be appropriately adjusted.
7. **Improvements; Alterations; Repairs; Maintenance; Utilities.**

(a) **Improvements; Alterations.** Except for Landlord's Work (if any) to be performed pursuant to Exhibit D, all alterations and improvements to the Premises shall be installed at Tenant's expense only in accordance with plans and specifications which have been previously approved in writing by Landlord, which approval shall be governed by the provisions set forth in this Section 7(a). No alterations in or to the Premises may be made without Landlord's prior written consent, which shall not be unreasonably withheld or delayed; however, Landlord may withhold its consent to any alteration or addition that would adversely affect (in the reasonable discretion of Landlord) the (1) Building's Structure or the Building's Systems (including the Building's restrooms or mechanical rooms), (2) exterior appearance of the Building, (3) appearance of the Common Area, or (4) provision of services to other occupants of the Shopping Center. Notwithstanding the foregoing, Tenant shall not be required to obtain Landlord's consent for repainting, recarpeting, or other alterations, tenant improvements, alterations or physical additions to the Premises which are cosmetic in nature totaling less than $10,000 in any single instance or series of related alterations performed within a six-month period (provided that Tenant shall not perform any improvements, alterations or additions to the Premises in stages as a means to subvert this provision), in each case provided that (A) Tenant delivers to Landlord written notice thereof, a list of contractors and subcontractors to perform the work (and certificates of insurance for each such party) and any plans and specifications therefore prior to commencing any such alterations, additions, or improvements (for informational purposes only so long as no consent is required by Landlord as required by this Lease), (B) the installation thereof does not require the issuance of any building permit or other governmental approval, or involve any core drilling or the configuration or location of any exterior or interior walls of the Building, and (C) such alterations, additions and improvements will not affect (i) the Building's Structure or the Building's Systems, (ii) the provision of services to other Shopping Center tenants, or (iii) the appearance of the Shopping Center's Common Areas or the exterior of the Shopping Center. All alterations, additions, and improvements shall be constructed, maintained, and used by Tenant, at its risk and expense, in accordance with all Laws; Landlord's consent to or approval of any alterations, additions or improvements (or the plans thereof) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all applicable Laws, and Tenant shall be solely responsible for ensuring all such compliance.

(b) **Repairs; Maintenance.** Tenant shall maintain the Premises in a clean, safe, and operable condition, and shall not permit or allow any damage to any portion of the Premises. Without limiting the foregoing, Tenant shall (1) maintain the interior walls and the interior surfaces of exterior walls (including painting and other treatment thereof), store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware, floors, floor coverings and ceiling, (2) maintain, repair and replace all plate and other glass, (3) furnish, maintain and replace all electric light bulbs, tubes and tube casings, and (4) maintain all plumbing and electrical systems and all equipment (including all air conditioning, heating and ventilating equipment) and fixtures within or serving the Premises, Tenant's Off-Premises Equipment and all areas, improvements and systems exclusively serving the Premises, in each case, in good operating order and condition and in accordance with all Laws and the equipment manufacturers' suggested service programs; and Tenant shall, at its sole cost and expense, make all needed repairs and replacements to all of the foregoing items. If Landlord elects, Tenant shall enter into a preventive maintenance/service contract with a maintenance contractor approved by Landlord for servicing all air conditioning, heating and ventilating equipment serving the Premises. At Landlord's option, Landlord may enter into such a service contract covering Tenant's equipment along with other tenants of the Shopping Center, the cost of which will be included in Common Area Costs. Tenant shall keep all plumbing units, pipes and connections free from obstruction and protected against ice and freezing. Tenant shall be responsible for the cleaning and maintenance of any grease trap serving the Premises and shall enter into, and furnish to Landlord upon request a copy of, a grease trap cleaning and maintenance contract reasonably acceptable to Landlord. Tenant shall repair or replace, subject to Landlord's direction and supervision, any damage to the Shopping Center caused by a Tenant Party. If Tenant fails to make such repairs or replacements within five business days after written notice from Landlord (or such longer period as may be reasonably required provided Tenant commences to perform such required repairs or replacements within such five business-day period and proceeds diligently to completion), then Landlord may make the same at Tenant's cost. If any such damage occurs outside of the Premises, then Landlord may elect to repair such damage at Tenant's expense, rather than having Tenant repair such damage. The reasonable costs of all maintenance, repair or replacement work performed by Landlord under this Section 7 shall be paid by Tenant to Landlord within 30 days after Landlord has invoiced Tenant therefor.
(c) **Performance of Work.** All work described in this Section 7 shall be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord, which approval will not be unreasonably withheld for contractors and subcontractors that maintain the insurance coverage required by Landlord. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord, Landlord’s property management company and Landlord’s asset management company as additional insureds against such risks, in such amounts, and with such companies as Landlord may reasonably require. Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage the Shopping Center (including the Premises, the Building’s Structure and the Building’s Systems). All such work which may affect the Building’s Structure or the Building’s Systems must be approved by the Building’s engineer of record, at Tenant's expense and, at Landlord’s election, must be performed by Landlord’s usual contractor for such work. All work affecting the Building roof must be performed by Landlord’s roofing contractor and will not be permitted if it would void or reduce the warranty on the roof.

(d) **Mechanie’s Liens.** All work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic’s liens to be filed against the Premises or the Shopping Center in connection therewith. Upon completion of any such work, Tenant shall deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant shall, within ten days after Landlord has delivered notice of the filing thereof to Tenant (or earlier as necessary to prevent the forfeiture of the Shopping Center or any interest of Landlord therein or the imposition of any fine with respect thereto), either (1) pay the amount of the lien and cause the lien to be released of record, or (2) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten days after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time during the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Shopping Center or Landlord’s interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. Tenant shall defend, indemnify and hold harmless Landlord and its agents and representatives from and against all claims, demands, causes of action, suits, judgments, damages and expenses (including attorneys’ fees) in any way arising from or relating to the failure by any Tenant Party to pay for any work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party. This indemnity provision shall survive termination or expiration of this Lease.

(e) **Use of Roof.** The roof above the Premises is not part of the Premises and is exclusively reserved to Landlord, and Tenant shall not go on the roof nor install any antennae, satellite dish or other improvements on the roof without Landlord’s prior written consent.

(f) **Signs, Store Fronts.** Tenant shall not, without Landlord’s prior written consent (1) make any changes to or paint the store front; or (2) install any exterior lighting, decorations or paintings; or (3) erect or install any signs, banners, window or door lettering, placards, decorations or advertising media of any type visible from the exterior or interior of the Premises. Tenant shall have the right to install a panel on both sides of the Shopping Center’s existing monument sign, if available, in the locations approved in writing by Landlord provided such signage shall be subject to Landlord’s prior written approval and Tenant shall be responsible for all costs of the manufacturing, installation, maintenance and removal of such signage. Subject to the requirements of this paragraph and Landlord’s prior written approval of all such signage, Tenant shall be allowed to place a “Grand Opening” banner on the façade of the Premises during the first twelve (12) months following the date the Premises is open for business to the public. All signs, decorations and advertising media shall conform to the sign criteria attached as

RETAIL LEASE, Page 6
Exhibit E. Landlord may designate a uniform type of sign for the Shopping Center to be installed and paid for by Tenant. Tenant shall, on or before the Commencement Date, install all signs in accordance with Exhibit E. At the end of the Term or upon termination of Tenant’s right to possess the Premises, or upon the removal or alteration of a sign for any reason, Tenant shall repair, paint, and/or replace the building fascia surface where signs are attached. The signage attached hereto as Exhibit E-1 is approved by Landlord.

(g) Utilities. Landlord shall provide and maintain the facilities necessary to supply water, electricity, gas (if applicable), telephone service and sewage service to the Premises. Tenant shall be responsible for providing any meters or other devices for the measurement of utilities supplied to the designated point of service. Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Premises (including all tap fees and similar assessments made in connecting the Premises to such utilities) and any maintenance charges therefor. Landlord shall not be liable to Tenant, any Tenant Party or any other person or entity whatsoever, for abatement of rent as a result of, or for any other loss or damage whatsoever occurring in connection with, any interruption or failure whatsoever in utility services, and Tenant shall comply with all provisions of this Lease notwithstanding any such failure or interruption.

8. Use and Care of the Premises.

(a) Use and Operations. Subject to Section 8(h), Tenant shall continuously occupy and use the Premises only for the Permitted Use, using only the Trade Name, and shall comply with all Laws relating to this Lease and/or the use, maintenance, condition, access to, and occupancy of the Premises and will not commit waste, overload the Building’s Structure or the Building’s Systems or subject the Premises to use that would damage the Premises. Tenant shall, in good faith, continuously throughout the Term carry on in the entire Premises the type of business for which the Premises are leased, operating its business with a complete line and sufficient stock of new merchandise of current style and type, attractive displays, and in an efficient and reputable manner so as to produce the maximum amount of Gross Sales, and shall, except during reasonable periods for repairing, cleaning and decorating, keep the Premises open for business with adequate and competent personnel in attendance on all days and during all hours (including evenings) established by Landlord from time to time as store hours for the Shopping Center (which shall in no event be less than from 11:00 a.m. to 8:00 p.m. every day except holidays), and during any other days and hours when the Shopping Center is generally open to the public for business, except to the extent Tenant may be prohibited from being open for business by applicable Law.

(b) Impact on Insurance. The Premises shall not be used for any use that is disreputable, creates extraordinary fire hazards, or results in an increased rate of insurance on the Shopping Center or its contents, or for the storage of any Hazardous Materials (other than those in normal commercial and retail applications or sold as retail consumer products and then only in compliance with all Laws). If, because of a Tenant Party’s acts or because Tenant vacates the Premises, the rate of insurance on the Shopping Center or its contents increases, then Tenant shall pay to Landlord the amount of such increase on demand, and acceptance of such payment shall not waive any of Landlord’s other rights.

(c) Limitations on Operations. Tenant shall conduct its business and control each other Tenant Party so as not to create any nuisance or unreasonably interfere with other tenants, invitees, or Landlord in its management of the Shopping Center. Tenant shall not conduct or operate within or about the Premises any (1) fire, auction, bankruptcy or “going out of business” sales, (2) a “wholesale” or “factory outlet” store, (3) a cooperative store, (4) a “second hand” store, (5) a “flea market” store, (6) a “surplus” store, or (7) a store commonly referred to as a “discount house.” Tenant shall not advertise that it sells products or services at “discount,” “cut-price” or “cut-rate” prices. Tenant shall not (A) permit any objectionable or unpleasant odors to emanate from the Premises; (B) place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the Building or in the Common Area; (C) place an antenna, awning or other projection on the exterior of the Premises; (D) solicit business or distribute leaflets or other advertising material in the Common Area; (E) take any other action that would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective premises; or (F) do anything that would tend to injure the reputation of the Shopping Center. Furthermore, the Premises may not be used in any manner that would violate any exclusive use covenant or use restriction then in effect for the benefit of any tenant of the Shopping Center or violate any restrictive covenants or other covenants and restrictions then affecting the Shopping Center. If Landlord, in its sole but reasonable discretion, incurs any expense in connection
with any Tenant Party's violation of this Section, Tenant shall immediately reimburse Landlord all of Landlord's reasonable expenses therefor within 30 days following demand therefor.

(d) **Care of the Premises.** Tenant shall take good care of the Premises and shall keep the Premises clean, safe and free from deterioration and waste, and shall maintain the Premises, and conduct all business therein, in accordance with this Lease and all Laws and lawful directions of proper police officials. Additionally, Tenant shall keep the Premises and sidewalks, service ways and loading areas adjacent to the Premises neat, clean and free from dirt, rubbish, insects and pests at all times. Tenant will store all trash and garbage within the area designated by Landlord for trash pickup and removal, in receptacles of the size, design and color from time to time prescribed by Landlord and shall, at its sole expense, arrange for the regular pickup of such trash and garbage at a frequency determined by Landlord. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas from time to time prescribed by Landlord. Landlord may arrange for collection of all trash and garbage and, should Landlord exercise such election, the cost thereof will be included in Common Area Costs. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center. Tenant shall, at Tenant's sole cost and expense, obtain and maintain in effect at all times a pest control service to regularly exterminate the Premises for all pests. Such service shall exterminate the Premises as necessary to keep the Premises reasonably free from pests. If Tenant fails to provide such service to Landlord's reasonable satisfaction, Landlord shall have the right, but not the obligation, to provide such pest control as Landlord, in its sole discretion, deems appropriate, and Tenant shall be liable for all reasonable costs thereof and all shall pay all such amounts to Landlord upon demand.

(e) **Display Windows.** Tenant shall maintain all display windows in a neat, attractive condition (as determined by Landlord in its sole but reasonable discretion), and shall keep all display windows and exterior electric signs in front of the Premises lighted from dusk until 10:00 p.m. every day, including Sundays and holidays. Landlord reserves the right to connect all canopy signs in the Shopping Center, including Tenant's, to a common electrical line controlled by Landlord, in order to control the hours during which such signs are kept lighted, and all charges for the installation, maintenance and repair of such electrical line, as well as all electrical usage charges associated therewith, shall be included in Common Area Costs.

(f) **Permits and Licenses.** Tenant shall procure, at its sole expense, all permits and licenses required for its operations and the transaction of business in the Premises.

(g) **Allocation of Space within Premises.** Tenant shall warehouse, store or stock on the Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail in or from the Premises, and as is permitted under this Lease, and Tenant may use for office or non-selling purposes only such space as is reasonably required for Tenant's business. In no event, however, shall the aggregate amount of space in the Premises utilized for office or non-selling purposes exceed 20% of the gross leasable area of the Premises.

(h) **Open for Business.** If Tenant shall fail to open for business to the public in the Premises fixtures, stocked and staffed as herein provided on the date which is sixty (60) days after the Commencement Date (the **"Opening Requirement"**) the same shall constitute an Event of Default hereunder without the necessity of any notice thereof from Landlord to Tenant. Notwithstanding anything to the contrary contained in this Lease, following Tenant's satisfaction of the Opening Requirement, Tenant may thereafter cease its business operations at the Premises when in its reasonable judgment the operation of the Premises as provided herein cannot be economically justified. Such closing shall not release Tenant from any of its obligations provided herein. If Tenant elects to cease its business operations at the Premises, such cessation shall not be deemed to be an Event of Default hereunder provided that Tenant shall notify Landlord in writing (**"Tenant's Notice"**) not fewer than ninety (90) days prior to the date that Tenant intends to cease its business operations at the Premises, and Landlord shall have the option of recapturing the Premises at any time thereafter. If Landlord elects to recapture the Premises, Landlord shall provide Tenant with written notice that shall provide for a date of termination of this Lease, which shall be at least thirty (30) days from the date of Landlord's notice to terminate, and upon such termination date, both parties shall be relieved of and from any and all further liability or obligation under and pursuant to this Lease accruing from and after the termination date, provided however, Tenant shall not be relieved of its obligations pursuant to Section 20 of this Lease. Tenant may nullify such termination by reopening for continuous business to the public in the Premises fixtures, stocked and staffed as herein provided prior to the termination date set forth in Landlord's notice.
(i) **No Solicitations.** Tenant shall not engage in, nor permit its employees, agents, Affiliates or customers to engage in, solicitations, demonstrations or other activities inconsistent with first-class shopping center standards.

(j) **Compliance with Law.**

(1) **Existing Laws.** If any Laws in existence as of the date of this Lease require an alteration or modification of the Premises (a "Code Modification") and such Code Modification is not made necessary as a result of the specific use being made by Tenant of the Premises (as distinguished from an alteration or improvement which would be required to be made by the owner of any building comparable to the Shopping Center irrespective of the use thereof by any particular occupant), and (ii) is not made necessary as a result of any alteration of the Premises by Tenant, then such Code Modification shall be performed by Landlord at Landlord’s sole cost and expense.

(2) **Governmental Regulations – Landlord Responsibility.** If, as a result of one or more Laws that are not in existence as of the date of this Lease, it is necessary from time to time during the Term, to perform a Code Modification to the Shopping Center that (i) is not made necessary as a result of the specific use being made by Tenant of the Premises (as distinguished from an alteration or improvement which would be required to be made by the owner of any building comparable to the Shopping Center irrespective of the use thereof by any particular occupant), and (ii) is not made necessary as a result of any alteration of the Premises by Tenant, such Code Modification shall be performed by Landlord and cost thereof shall be included as Common Area Costs.

(3) **Governmental Regulations – Tenant Responsibility.** If, as a result of one or more Laws, it is necessary from time to time during the Term, to perform a Code Modification to the Shopping Center that is made necessary as a result of the specific use being made by Tenant of the Premises or as a result of any alteration of the Premises by Tenant, such Code Modification shall be the sole and exclusive responsibility of Tenant in all respects; provided, however, Tenant shall have the right to retract its request to perform a proposed alteration in the event that the performance of such alteration would trigger the requirement for a Code Modification.

9. **Assignment and Subletting.**

(a) **Transfers.** Except as provided in Section 9(h), Tenant shall not, without the prior written consent of Landlord, (1) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (2) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (3) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (4) sublet any portion of the Premises, (5) grant any license, concession, or other right of occupancy of any portion of the Premises, or (6) permit the use of the Premises by any parties other than Tenant (any of the events listed in Section 9(a)(1) through 9(a)(6) being a "Transfer").

(b) **Consent Standards.** Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that the proposed transferee (1) is creditworthy, (2) has a good reputation in the business community, (3) will use the Premises only for the Permitted Use and will not use the Premises in any manner that would violate any exclusive use covenant or use restriction then in effect for the benefit of any tenant of the Shopping Center or violate any restrictive covenants or other covenants, conditions and restrictions then affecting the Shopping Center, (4) does not engage in a business that competes with the business of any of the then-existing tenants of the Shopping Center, (5) does not have excessive parking requirements, (6) is not a governmental entity, or subdivision or agency thereof, (7) is not another occupant of the Shopping Center, (8) is in compliance with the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action.
relating thereto; and (9) is not a person or entity with whom Landlord is then, or has been within the six month period prior to the time Tenant seeks to enter into such assignment or subletting, negotiating to lease space in the Shopping Center or any Affiliate of any such person or entity; otherwise, Landlord may withhold its consent in its sole discretion. Additionally, Landlord may withhold its consent to any proposed Transfer if any Event of Default by Tenant then exists.

(c) Request for Consent. At least 15 business days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address of the proposed transferee and any entities and persons who own, control or direct the proposed transferee; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Within 30 days after written notice from Landlord, Tenant will reimburse Landlord for its reasonable attorneys' fees incurred in connection with considering any request for consent to a Transfer, not to exceed $2,500 per request for consent.

(d) Conditions to Consent. In connection with any proposed Transfer, the Minimum Rent for the Lease Month in which the proposed Transfer is to occur shall be increased to equal the "Prevailing Market Rate". "Prevailing Market Rate" shall mean the current market rental rate for the Premises as determined by Landlord, but shall not be more than the rate at which Landlord would offer such space or space of approximately the same size and location to a third party. In no event shall the Minimum Rent during the first Lease Month of any approved Transfer be less than the Minimum Rent reserved under this Lease prior to an approved Transfer for the same Lease Month. On receipt of Tenant’s request for a Transfer, Landlord shall quote to Tenant what the new Minimum Rent will be for the Lease Month in which the Transfer is proposed to occur, together with all remaining subsequent Lease Months during the Term as determined by Landlord’s calculation of the Prevailing Market Rate. Tenant shall then notify Landlord, in writing, no later than fifteen (15) days after it receives Landlord’s notice of such Minimum Rent for the remaining Term, as to whether or not Landlord shall consider the proposed assignment or sublet. Minimum Rent for any subsequent Lease Months of the remaining Term following any approved Transfer shall increase as provided in Landlord’s notice as provided hereinabove. If Landlord consents to a proposed Transfer, the proposed transferee shall deliver to Landlord a written agreement expressly assuming Tenant's obligations hereunder; however, any transferee of less than all the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. No Transfer shall release Tenant from its obligations under this Lease; Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while any part of the Premises are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant instructs its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment.

(e) Attornment by Subtenants. Each sublease hereunder shall be subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and each subtenant is deemed to have agreed that in the event of termination, re-entry or disposition by Landlord under this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublandlord, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be (1) liable for any previous act or omission of Tenant under such sublease, (2) subject to any counterclaim, offset or defense of such subtenant against Tenant, (3) bound by any previous modification of such sublease not approved by Landlord in writing or by any rent or additional rent or advance rent which such subtenant has paid for more than the current month to Tenant, and all such rent shall remain due and owing, (4) bound by any security or advance rental deposit made by such subtenant which is not delivered to Landlord and with respect to which such subtenant shall look solely to Tenant for refund or reimbursement, or (5) obligated to perform any work in the subleased space or to prepare it for occupancy, and in connection with such attornment, the subtenant shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such attornment. Each subtenant or licensee of Tenant shall be deemed, automatically as a condition of its occupying or using any part of the Premises, to have agreed to be bound by the terms of this Section 9(e).
(f) **Cancellation.** Landlord may, within 30 days after receipt of Tenant's written request for Landlord's consent to an assignment or subletting, cancel this Lease as to the portion of the Premises proposed to be sublet or assigned as of the date the proposed Transfer is to be effective. If Landlord cancels this Lease as to any portion of the Premises, then this Lease shall cease for such portion of the Premises and Tenant shall pay to Landlord all Rent accrued through the cancellation date relating to such portion of the Premises. Thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person) without liability to Tenant.

(g) **Additional Compensation.** Tenant shall pay to Landlord, immediately upon receipt thereof, the excess of (1) all compensation received by Tenant for a Transfer less the actual out-of-pocket costs reasonably incurred by Tenant with unaffiliated third parties (i.e., brokerage commissions and tenant finish work) in connection with such Transfer (such costs shall be amortized on a straight-line basis over the term of the Transfer in question) over (2) the Rent allocable to the portion of the Premises covered thereby.

(h) **Permitted Transfers.** Notwithstanding Section 9(a), Tenant may Transfer all or part of its interest in this Lease or all or part of the Premises (a "Permitted Transfer") to the following types of entities (a "Permitted Transferee") without the written consent of Landlord:

1. an Affiliate of Tenant;

2. any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Tenant, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities, so long as (A) Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation; and (B) the Tangible Net Worth of the surviving or created entity is not less than the Tangible Net Worth of Tenant as of the date hereof; or

3. any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Tenant's assets if such entity's Tangible Net Worth after such acquisition is not less than the Tangible Net Worth of Tenant as of the date hereof.

Tenant shall promptly notify Landlord of any such Permitted Transfer. Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity shall expressly assume in writing the obligations of Tenant hereunder. Additionally, the Permitted Transferee shall comply with all of the terms and conditions of this Lease, and the use of the Premises by the Permitted Transferee may not violate any other agreements affecting the Premises, the Shopping Center, Landlord or other tenants of the Shopping Center. No later than 30 days after the effective date of any Permitted Transfer, Tenant shall furnish Landlord with (A) copies of the instrument effecting such Permitted Transfer, (B) documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such Transfer, (C) evidence of insurance as required under this Lease with respect to the Permitted Transferee, and (D) evidence of compliance with the regulations of OFAC and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto, including the name and address of the Permitted Transferee and any entities and persons who own, control or direct the Permitted Transferee. The occurrence of a Permitted Transfer shall not waive Landlord's rights as to any subsequent Transfers. "Tangible Net Worth" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises. Any subsequent Transfer by a Permitted Transferee shall be subject to the terms of this Section 9.
10. **Insurance; Waivers; Subrogation; Indemnity.**

(a) **Tenant’s Insurance.** Effective as of the earlier of (1) the date Tenant enters or occupies the Premises, or (2) the Commencement Date and continuing throughout the Term, Tenant shall maintain the following insurance policies: (A) commercial general liability insurance in amounts of $2,000,000 per occurrence or, following the expiration of the initial Term, such other amounts as Landlord from time to time reasonably requires (and, if the use and occupancy of the Premises include any activity or matter that is or may be excluded from coverage under a commercial general liability policy [e.g., the sale, service or consumption of alcoholic beverages], Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter [including liquor liability, if applicable] in such amounts as Landlord may reasonably require), insuring Tenant, Landlord, Landlord’s property management company, Landlord's asset management company and, if requested in writing by Landlord, Landlord's Mortgagee, against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises and (without implying any consent by Landlord to the installation thereof) the installation, operation, maintenance, repair or removal of Tenant's Off-Premises Equipment, (B) insurance covering the full value of all alterations and improvements and betterments in the Premises, naming Landlord and Landlord's Mortgagee as additional loss payees as their interests may appear, (C) insurance covering the full value of all furniture, trade fixtures and personal property (including property of Tenant or others) in the Premises or otherwise placed in the Shopping Center by or on behalf of a Tenant Party (including Tenant's Off-Premises Equipment), (D) business automobile liability insurance written on an occurrence basis, including coverage for owned, non-owned and hired automobiles in the minimum amount of $1,000,000 per accident, (E) contractual liability insurance sufficient to cover Tenant’s indemnity obligations hereunder (but only if such contractual liability insurance is not already included in Tenant’s commercial general liability insurance policy), (F) worker’s compensation insurance, and (G) business interruption insurance in an amount reasonably acceptable to Landlord. The commercial general liability insurance to be maintained by Tenant may have a deductible of no more than $5,000 per occurrence; the property insurance to be maintained by Tenant may have a deductible of no more than $10,000 per occurrence; and, all other insurance to be maintained by Tenant shall have no deductible. Tenant’s insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage; Landlord’s policy will be excess over Tenant’s policy. Tenant shall furnish to Landlord certificates of such insurance at least ten days prior to the earlier of the Commencement Date or the date Tenant enters or occupies the Premises, and at least 15 days prior to each renewal of said insurance, and Tenant shall notify Landlord at least 30 days before cancellation of any such insurance policies. All such insurance policies shall be in form reasonably satisfactory to Landlord, and issued by companies with an A.M. Best rating of A-:VII or better. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, and such failure continues for more than two business days after written notice from Landlord, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance and Tenant shall pay to Landlord within 30 days after written notice from Landlord, the premium costs thereof, plus an administrative fee of 15% of such cost.

(b) **Landlord’s Insurance.** Throughout the Term of this Lease, Landlord shall maintain, as a minimum, the following insurance policies: (1) property insurance for the Shopping Center’s replacement value (excluding property required to be insured by Tenant), less a commercially reasonable deductible if Landlord so chooses, and (2) commercial general liability insurance in an amount of not less than $3,000,000. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary. The cost of all insurance carried by Landlord with respect to the Shopping Center shall be included in Insurance Costs. The foregoing insurance policies and any other insurance carried by Landlord shall be for the sole benefit of Landlord and under Landlord’s sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

(c) **No Subrogation; Waiver of Property Claims.** Landlord and Tenant each waives any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy of the types described in this Section 10 that covers the Shopping Center, the Premises, Landlord’s or Tenant’s fixtures, personal property, leasehold improvements, or business, or is required to be insured against under the terms hereof, regardless of whether the negligence of the other party caused such Loss (defined below). Additionally, Tenant waives any claim it may have against Landlord for any Loss to the extent such Loss is caused by a terrorist act. Each party shall cause its insurance carrier
to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party. Notwithstanding any provision in this Lease to the contrary, Landlord, its agents, employees and contractors shall not be liable to Tenant or to any party claiming by, through or under Tenant for (and Tenant hereby releases Landlord and its servants, agents, contractors, employees and invitees from any claim or responsibility for) any damage to or destruction, loss, or loss of use, or theft of any property of any Tenant Party located in or about the Shopping Center, caused by casualty, theft, fire, third parties or any other matter or cause, regardless of whether the negligence of any party caused such loss in whole or in part. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for damage to, any property of any Tenant Party located in or about the Shopping Center.

(d) **Indemnity.** Subject to Section 10(c), Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising from any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of, any property or inconvenience (a "Loss") (1) occurring in or on the Shopping Center (other than within the Premises) to the extent caused by the negligence or willful misconduct of any Tenant Party, (2) occurring in the Premises, or (3) arising out of the installation, operation, maintenance, repair or removal of any property of any Tenant Party located in or about the Shopping Center, including Tenant's Off-Premises Equipment. It being agreed that clauses (2) and (3) of this indemnity are intended to indemnify Landlord and its agents against the consequences of their own negligence or fault, even when Landlord or its agents are jointly, comparatively, contributively, or concurrently negligent with Tenant, and even though any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of Landlord or its agents; however, such indemnity shall not apply to the sole or gross negligence or willful misconduct of Landlord and its agents. The indemnities set forth in this Lease shall survive termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this Lease. If any proceeding is filed for which indemnity is required hereunder, the indemnifying party agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party.

(e) **Cost of Landlord's Insurance.** Tenant shall pay its Proportionate Share of the cost of the property and liability insurance carried by Landlord from time to time with respect to the Shopping Center (including all buildings, other improvements and the Common Area and Landlord's personal property used in connection therewith), which may include fire and extended coverage insurance (including extended and broad form coverage risks, mudslide, land subsidence, volcanic eruption, flood, earthquake and rent loss insurance) and comprehensive general public liability insurance and excess liability insurance, in such amounts and containing such terms as Landlord deems necessary or desirable (collectively, "Insurance Costs"). During each month of the Term, Tenant shall make a monthly payment to Landlord equal to 1/12th of its Proportionate Share of Insurance Costs that will be due and payable for that particular year. Each payment of Insurance Costs shall be due and payable at the same time as, and in the same manner as, the payment of Minimum Rent as provided herein. The initial monthly payment of Insurance Costs is based upon Landlord's good faith estimate of Tenant's Proportionate Share of the estimated Insurance Costs for the remainder of the first calendar year. The monthly payment of Insurance Costs is subject to increase or decrease as determined by Landlord to reflect accurately Tenant's estimated Proportionate Share of Insurance Costs. If, following Landlord's receipt of the bill for the insurance premiums for a calendar year, Landlord determines that Tenant's total payments of Insurance Costs are less than Tenant's actual Proportionate Share of Insurance Costs, Tenant shall pay to Landlord the difference upon demand; if Tenant's total payments of Insurance Costs are more than Tenant's actual Proportionate Share of Insurance Costs, Landlord shall retain such excess and credit it to Tenant's future payments of Insurance Costs (unless such adjustment is at the end of the Term, in which event Landlord shall refund such excess to Tenant).

11. **Subordination; Attornment; Notice to Landlord's Mortgagee.**

(a) **Subordination.** This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (each, a "Mortgage"), or any ground lease, master lease, or primary lease (each, a "Primary Lease"), that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "Landlord's Mortgagee"). Any Landlord's Mortgagee may elect, at any time, unilaterally, to make this Lease superior to its Mortgage, Primary Lease, or other interest in the Premises by so notifying Tenant in writing. The
provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall execute and return to Landlord (or such other party designated by Landlord) within ten days after written request therefor such documentation, in recordable form if required, as a Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease.

(b) **Attornment.** Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

(c) **Notice to Landlord's Mortgagee.** Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

(d) **Landlord's Mortgagee's Protection Provisions.** If Landlord's Mortgagee shall succeed to the interest of Landlord under this Lease, Landlord's Mortgagee shall not be: (1) liable for any act or omission of any prior lessor (including Landlord); (2) bound by any Rent which Tenant has paid for more than the current month to any prior lessor (including Landlord), and all such rent shall remain due and owing; (3) bound by any security or advance rental deposit made by Tenant which is not delivered or paid over to Landlord's Mortgagee and with respect to which Tenant shall look solely to Landlord for refund or reimbursement; (4) bound by any termination, amendment or modification of this Lease made without Landlord's Mortgagee's consent and written approval, except for those terminations, amendments and modifications permitted to be made by Landlord without Landlord's Mortgagee's consent pursuant to the terms of the loan documents between Landlord and Landlord's Mortgagee; (5) subject to the defenses which Tenant might have against any prior lessor (including Landlord); and (6) subject to the offsets which Tenant might have against any prior lessor (including Landlord) except for those offset rights which (A) are expressly provided in this Lease, (B) relate to periods of time following the acquisition of the Shopping Center by Landlord's Mortgagee, and (C) Tenant has provided written notice to Landlord's Mortgagee and provided Landlord’s Mortgagee a reasonable opportunity to cure the event giving rise to such offset event. Landlord's Mortgagee shall have no liability or responsibility under or pursuant to the terms of this Lease or otherwise after it ceases to own an interest in the Shopping Center. Nothing in this Lease shall be construed to require Landlord's Mortgagee to see to the application of the proceeds of any loan, and Tenant's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing any loan.

12. **Rules and Regulations.** Tenant shall comply with the rules and regulations of the Shopping Center which are attached hereto as Exhibit E. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Shopping Center and related facilities, provided that such changes are applicable to all tenants of the Shopping Center, will not unreasonably interfere with Tenant's use of the Premises and are enforced by Landlord in a non-discriminatory manner. Tenant shall be responsible for the compliance with such rules and regulations by each Tenant Party.

13. **Condemnation.**

(a) **Total Taking.** If the entire Shopping Center or Premises are taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), this Lease shall terminate as of the date of the Taking.

(b) **Partial Taking - Tenant's Rights.** If any part of the Shopping Center or Premises becomes subject to a Taking and such Taking will prevent Tenant from conducting on a permanent basis its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within 30 days after the Taking, and Minimum Rent and Additional Rent shall be apportioned as of the date of such Taking. If Tenant does
not terminate this Lease, then Minimum Rent and Additional Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.

(c) **Partial Taking - Landlord’s Rights.** If any material portion, but less than all, of the Shopping Center becomes subject to a Taking, or if Landlord is required to pay any of the proceeds arising from a Taking to a Landlord’s Mortgagee, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within 30 days after such Taking, and Minimum Rent and Additional Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, then Minimum Rent and Additional Rent shall abate as provided in the last sentence of Section 13(b).

(d) **Temporary Taking.** If all or any portion of the Premises becomes subject to a Taking for a limited period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all of the terms, conditions and covenants of this Lease, including the payment of Minimum Rent and all other amounts required hereunder. If any such temporary Taking terminates prior to the expiration of the Term, Tenant shall restore the Premises as nearly as possible to the condition prior to such temporary Taking, at Tenant’s sole cost and expense. Landlord shall be entitled to receive the entire award for any such temporary Taking, except that Tenant shall be entitled to receive the portion of such award which (1) compensates Tenant for its loss of use of the Premises within the Term and (2) reimburses Tenant for the reasonable out-of-pocket costs actually incurred by Tenant to restore the Premises as required by this Section.

(e) **Award.** If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land on which the Shopping Center is situated, the Shopping Center, and other improvements taken; however, Tenant may separately pursue a claim (to the extent it will not reduce Landlord’s award) against the condemnor for the value of Tenant’s personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.

14. **Fire or Other Casualty.**

(a) **Repair Estimate.** If the Premises or the Shopping Center are damaged by fire or other casualty (a "Casualty"), Landlord shall, within 90 days after such Casualty, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty.

(b) **Tenant’s Rights.** If a material portion of the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 270 days after the commencement of repairs (the "Repair Period"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

(c) **Landlord’s Rights.** If a Casualty damages the Premises or a material portion of the Shopping Center and (1) Landlord estimates that the damage to the Premises cannot be repaired within the Repair Period, (2) the damage to the Premises exceeds 50% of the replacement cost thereof (excluding foundations and footings), as estimated by Landlord, and such damage occurs during the last two years of the Term, (3) regardless of the extent of damage to the Premises, the damage is not fully covered by Landlord’s insurance policies plus applicable deductibles (provided that Landlord carries the insurance required hereunder) or Landlord makes a good faith determination that restoring the Shopping Center would be uneconomical, or (4) Landlord is required to pay any insurance proceeds arising out of the Casualty to a Landlord’s Mortgagee such that the remaining insurance proceeds are insufficient to cover the costs of restoration, then Landlord may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

(d) **Repair Obligation.** If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any alterations or betterments within the Premises (which shall be promptly and with due diligence repaired and restored by Tenant at Tenant’s
sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Shopping Center, and Landlord's obligation to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question (plus applicable deductible amounts). If this Lease is terminated under the provisions of this Section 14, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all alterations, improvements and betterments in the Premises (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

(c) **Continuance of Tenant's Business: Rental Abatement.** Tenant agrees that during any period of reconstruction or repair of the Premises it will continue the operation of its business within the Premises to the extent practicable, and Minimum Rent and Additional Rent for the portion of the Premises rendered untenantable by the damage shall be abated on a reasonable basis from the date of damage until the completion of Landlord's repairs (or until the date of termination of this Lease by Landlord or Tenant as provided above, as the case may be), unless the gross negligence or willful misconduct of a Tenant Party caused such damage, in which case, Tenant shall continue to pay Rent without abatement.

15. **Taxes.**

(a) **Personal Property Taxes.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises or in or on the Building or Shopping Center. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, within 30 days following written request therefor, the part of such taxes for which Tenant is primarily liable hereunder; however, Landlord shall not pay such amount if Tenant notifies Landlord that it will contest the validity or amount of such taxes before Landlord makes such payment, and thereafter diligently proceeds with such contest in accordance with Law and if the non-payment thereof does not pose a threat of loss or seizure of the Shopping Center or interest of Landlord therein or impose any fee or penalty against Landlord.

(b) **Tax Payment.** Tenant shall pay its Proportionate Share of all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Shopping Center, and any other charges, taxes and/or impositions now in existence or hereafter imposed by any governmental authority based upon the privilege of renting the Premises or upon the amount of rent collected therefor, whether they be by taxing districts or authorities presently taxing the Shopping Center or by others subsequently created or otherwise (collectively, "Taxes"). Taxes shall also be deemed to include any special taxing district assessment which is imposed in order to fund public facilities for the area in which the Shopping Center is located. Taxes shall not include federal and state taxes on income; however, if the present method of taxation changes so that, in lieu of or in addition to the whole or any part of any Taxes, there is levied on Landlord a capital tax, sales tax, or use tax directly on the rents received or a franchise tax, assessment or charge based, in whole or in part, upon such rents for the Shopping Center, then all such taxes, assessments and charges, or the part thereof so based, shall be deemed to be included within the term "Taxes" for purposes hereof. During each month of the Term, Tenant shall make a monthly payment to Landlord equal to 1/12 of its Proportionate Share of Taxes that will be due and payable for that particular year (the "Tax Payments"). Tenant authorizes Landlord to use the funds deposited with Landlord under this Section 15(b) to pay the Taxes levied or assessed against the Shopping Center. Each Tax Payment shall be due and payable at the same time as, and in the same manner as, the payment of Minimum Rent as provided herein. The initial monthly Tax Payment is based upon Landlord's good faith estimate of Tenant's Proportionate Share of Taxes for the fiscal tax year in which the Commencement Date is to occur. The monthly Tax Payment is subject to increase or decrease as determined by Landlord to reflect accurately Tenant's Proportionate Share of Taxes. If following Landlord's receipt of all Tax bills for any fiscal tax year, Landlord determines that Tenant's total Tax Payments for such period are less than Tenant's actual Proportionate Share of the Taxes, Tenant shall pay to Landlord the difference upon demand; if Tenant's total Tax Payments exceed Tenant's actual Proportionate Share of the Taxes, Landlord shall retain such excess and credit it to Tenant's future Tax Payments (unless such adjustment is at the end of the Term, in which event Landlord shall refund such excess to Tenant). Any payment to be made pursuant to this Section 15(b) with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment that would be required to be made for the full tax year as that part of such
tax year covered by the Term of this Lease bears to a full tax year. For property tax purposes, Tenant waives all rights to protest or appeal the appraised value of the Premises, as well as the Shopping Center, and all rights to receive notices of reappraisal.

(c) **Tax Consultant; Contest of Taxes by Landlord.** Landlord shall have the right to employ a tax consulting firm to attempt to assure a fair tax burden on the Shopping Center. Tenant shall pay to Landlord upon demand from time to time, as Additional Rent, Tenant's Proportionate Share of the reasonable cost of such service. Additionally, Landlord shall have the right to contest any tax assessment, valuation or levy against the Shopping Center, and to retain legal counsel and expert witnesses to assist in such contest and otherwise to incur expenses in such contest, and Tenant shall pay upon demand Tenant's Proportionate Share of any reasonable fees, expenses and costs incurred by Landlord in contesting any assessments, levies or tax rate applicable to the Shopping Center or portions thereof whether or not such contest is successful. If such contest results in a refund of Taxes in any year, Tenant shall be entitled to receive its proportionate share of such refund, pro-rated for the period with respect to which Tenant paid its share of Taxes for such year, after deducting from the refund all reasonable fees, expenses and costs incurred by Landlord in such contest.

16. **Events of Default.** Each of the following occurrences shall be an "Event of Default":

(a) **Payment Default.** Tenant's failure to pay Rent within three business days of the date due, which failure continues for five days after Landlord has delivered written notice to Tenant that the same is due; however, an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if Tenant fails to pay Rent within three business days of the date due and, during the 12 month interval preceding such failure, Landlord has given Tenant written notice of failure to pay Rent on one or more occasions.

(b) **Abandonment.** Tenant (1) abandons or vacates the Premises or any substantial portion thereof or (2) fails to continuously operate its business in the Premises for the Permitted Use set forth herein.

(c) **Attachment.** If any execution, levy, attachment, or other process of law shall occur upon Tenant's goods, fixtures or interest in the Premises.

(d) **Estoppel.** Tenant fails to provide any estoppel certificate after Landlord's written request therefor pursuant to Section 24(e) and such failure shall continue for five days after Landlord's second written notice thereof to Tenant.

(e) **Insurance.** Tenant fails to procure, maintain and deliver to Landlord evidence of the insurance policies and coverages as required under Section 10(a).

(f) **Mechanic's Liens.** Tenant fails to pay and release of record, or diligently contest and bond around, any mechanic's lien filed against the Premises or the Shopping Center for any work performed, materials furnished or obligation incurred by or at the request of Tenant, within the time and in the manner required by Section 7(d).

(g) **Other Defaults.** Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of more than 30 days after Landlord has delivered to Tenant written notice thereof; however, if such failure cannot be cured within such 30-day period (thus excluding, for example, Tenant's obligation to provide Landlord evidence of Tenant's insurance coverage) and Tenant commences to cure such failure within such 30-day period and thereafter diligently pursues such cure to completion, then such failure shall not be an Event of Default unless it is not fully cured within an additional 30 days after the expiration of the 30-day period.

(h) **Insolvency.** The filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section 16(h), any guarantor of Tenant's obligations hereunder) (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; (4) for the reorganization or modification of Tenant's capital structure; or (5) in any assignment for the
benefit of creditors proceeding; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within 90 days after the filing thereof.

17. Remedies. Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

(a) Termination of Lease. Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall pay to Landlord the sum of (1) all Rent accrued hereunder through the date of termination, (2) all amounts due under Section 18(a), and (3) an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by The Wall Street Journal, Southwest Edition, in its listing of "Money Rates" minus one percent, minus (B) the then present fair rental value of the Premises for such period, similarly discounted;

(b) Termination of Possession. Terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (1) all Rent and other amounts accrued hereunder to the date of termination of possession, (2) all amounts due from time to time under Section 18(a), and (3) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all reasonable costs incurred by Landlord in reletting the Premises. If Landlord elects to proceed under this Section 17(b), Landlord may remove all of Tenant's property from the Premises and store the same in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, without becoming liable for any loss or damage which may be occasioned thereby. Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord in its sole reasonable discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Building or Shopping Center and Landlord shall not be obligated to accept any prospective tenant unless such proposed tenant meets all of Landlord's leasing criteria. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to dispossess or exclude Tenant from the Premises shall be deemed to be taken under this Section 17(b). If Landlord elects to proceed under this Section 17(b), it may at any time elect to terminate this Lease under Section 17(a);

(c) Perform Acts on Behalf of Tenant. Perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Premises in connection therewith if necessary) in Tenant's name and on Tenant's behalf, without being liable for any claim for damages therefor, except to the extent caused by Landlord's gross negligence or willful misconduct in performing such obligation, and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease (including, but not limited to, collection costs and legal expenses), plus interest thereon at the Default Rate;

(d) Suspension of Services. Suspend any services required to be provided by Landlord hereunder without being liable for any claim for damages therefor; or

(e) Alteration of Locks. Additionally, with or without notice, and to the extent permitted by Law, Landlord may alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant.

18. Payment by Tenant; Non-Waiver; Cumulative Remedies.
(a) **Payment by Tenant.** Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing Tenant's or any other occupant's property, (3) repairing, restoring, altering, remodeling, or otherwise putting the Premises into the condition required at the expiration of Term, (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, relinquishing all or any part of the Premises (including reasonable brokerage commissions, cost of tenant finish work, and other costs incidental to such relinquishment), (5) performing Tenant's obligations which Tenant failed to perform, and (6) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the default. To the full extent permitted by law, Landlord and Tenant agree the federal and state courts of the state in which the Shopping Center is located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(b) **No Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(c) **Cumulative Remedies.** Any and all remedies set forth in this Lease: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity, (2) shall be cumulative, and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

19. **Landlord's Lien.** In addition to any statutory landlord's lien, now or hereafter enacted, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder, a security interest in all of Tenant's property situated in or upon, or used in connection with, the Premises or the Shopping Center, and all proceeds thereof (except merchandise sold in the ordinary course of business) (collectively, the "Collateral"), and the Collateral shall not be removed from the Premises or the Shopping Center without the prior written consent of Landlord until all obligations of Tenant have been fully performed. Such personality thus encumbered includes specifically all trade and other fixtures for the purpose of this Section 19 and inventory, equipment, contract rights, accounts receivable and the proceeds thereof. Upon the occurrence of an Event of Default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded to a secured party under the Uniform Commercial Code of the state in which the Premises are located (the "UCC"). To the extent the UCC requires Landlord to give to Tenant notice of any act or event and such notice cannot be validly waived before a default occurs, then five days' prior written notice thereof shall be reasonable notice of the act or event. In order to perfect such security interest, Landlord may file any financing statement or other instrument necessary at Tenant's expense at the state and county Uniform Commercial Code filing offices. Tenant grants to Landlord a power of attorney to execute and file any financing statement or other necessary instrument to perfect Landlord's security interest under this Section 19, which power is coupled with an interest and is irrevocable during the Term. Landlord may also file a copy of this Lease as a financing statement to perfect its security interest in the Collateral. Within ten days following written request therefor, Tenant shall execute financing statements to be filed of record to perfect Landlord's security interest in the Collateral.

20. **Surrender of Premises.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located therein in good repair and condition, free of Hazardous Materials placed on the Premises during the Term, broom-clean, reasonable wear and tear (and condemnation and Casualty damage not caused by Tenant, as to which Sections 13 and 14 shall control) excepted, and shall deliver to Landlord all keys to the Premises. Provided that no default by Tenant then exists under this Lease, Tenant may remove all unattached trade fixtures (which, for purposes of this sentence, shall not include carpeting, floor coverings, attached shelving, lighting fixtures, wall coverings, or similar improvements), furniture, and personal property placed in the Premises or elsewhere in the Shopping Center by Tenant (but Tenant may not remove any such item which was paid for, in whole or in part, by Landlord or any wiring or cabling unless Landlord requires such removal). Additionally,
Tenant shall remove such alterations, additions, improvements, trade fixtures, personal property, signs, equipment, wiring, conduits, cabling and furniture (including Tenant's Off-Premises Equipment) as Landlord requests; however, Tenant shall not be required to remove any addition or improvement to the Premises or the Shopping Center if Landlord has specifically agreed in writing that the improvement or addition in question need not be removed. Tenant shall repair all damage caused by such removal. All items not so removed shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items; any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights in respect of the security interest granted under Section 19. The provisions of this Section 20 shall survive the end of the Term.

21. **Holding Over.** If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at sufferance and (a) Tenant shall pay, in addition to the other Rent, Minimum Rent equal to 150% of the Rent payable during the last month of the Term, and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. The provisions of this Section 21 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

22. **Certain Rights Reserved by Landlord.** Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of the Premises, Landlord shall have the following rights:

(a) **Shopping Center Operations.** To decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Shopping Center, or any part thereof; to enter upon the Premises (after giving Tenant reasonable notice thereof, which may be oral notice, except in cases of real or apparent emergency, in which case no notice shall be required) and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Shopping Center; to interrupt or temporarily suspend Shopping Center services and facilities; to change the name of the Shopping Center; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Shopping Center;

(b) **Security.** To take such reasonable measures as Landlord deems advisable for the security of the Shopping Center and its occupants; evacuating the Shopping Center for cause, suspected cause, or for drill purposes; temporarily denying access to the Shopping Center; and closing the Shopping Center after normal business hours and on Sundays and holidays, subject, however, to Tenant's right to enter when the Shopping Center is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time;

(c) **Prospective Purchasers and Lenders.** To enter the Premises at all reasonable hours, upon reasonable prior notice, to show the Premises to prospective purchasers or lenders; and

(d) **Prospective Tenants.** At any time during the last 12 months of the Term (or earlier if Tenant has notified Landlord in writing that it does not desire to renew the Term) or at any time following the occurrence of an Event of Default which remains uncured, to enter the Premises at all reasonable hours, upon reasonable prior notice, to show the Premises to prospective tenants.

23. **Intentionally Deleted.**

24. **Miscellaneous.**

(a) **Landlord Transfer.** Landlord may transfer any portion of the Shopping Center and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder arising after the date of transfer, provided that the assignee assumes in writing Landlord's obligations hereunder arising from and after the transfer date.
(b) **Landlord's Liability.** The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Shopping Center (including the Common Area) shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Shopping Center, and Landlord (and its partners, shareholders or members) shall not be personally liable for any deficiency. The provisions of this Section shall survive any expiration or termination of this Lease.

(c) **Force Majeure.** Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

(d) **Brokerage.** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than CBRE and Terra Firma Real Estate, whose commission shall be paid by Landlord pursuant to a separate written agreement. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

(e) **Estoppel Certificates.** From time to time, Tenant shall furnish to any party designated by Landlord, within ten days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request. Unless otherwise required by Landlord's Mortgagee or a prospective purchaser or mortgagee of the Shopping Center, the initial form of estoppel certificate to be signed by Tenant is attached hereto as Exhibit II. If Tenant does not deliver to Landlord the certificate signed by Tenant within such required time period, Landlord, Landlord's Mortgagee and any prospective purchaser or mortgagee, may conclusively presume and rely upon the following facts: (1) this Lease is in full force and effect; (2) the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (3) not more than one monthly installment of Minimum Rent and other charges have been paid in advance; (4) there are no claims against Landlord nor any defenses or rights of offset against collection of Rent or other charges; and (5) Landlord is not in default under this Lease. In such event, Tenant shall be estopped from denying the truth of the presumed facts.

(f) **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information, (2) hand delivered to the intended addressee, (3) sent by a nationally recognized overnight courier service, or (4) sent by electronic mail/email transmission during normal business hours and which is followed by a confirmatory letter sent in another manner permitted hereunder. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(g) **Separability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(h) **Amendments; Binding Effect; No Electronic Records.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. Landlord and Tenant hereby agree not to conduct the transactions or communications contemplated by this Lease by electronic means, except by electronic mail/email transmission as specifically set forth in Section 24(f) (i.e., followed by a confirmatory letter sent in another manner permitted in Section 24(f)) and except for the delivery or transmission of
signatures as expressly provided in Section 24(bb); nor shall the use of the phrase "in writing" or the word "written" be construed to include electronic communications except by electronic mail/email transmissions as specifically set forth in Section 24(f) (i.e., followed by a confirmatory letter sent in another manner permitted in Section 24(f)) and except for the delivery or transmission of signatures as expressly provided in Section 24(bb). The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

(i) **Quiet Enjoyment.** Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

(j) **No Merger.** There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

(k) **No Offer.** The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(l) **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

(m) **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERWITH OR THE TRANSACTIONS RELATED HERETO.

(n) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

(o) **Recording.** Tenant shall not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, which consent may be withheld or denied in the sole and absolute discretion of Landlord and any recordation by Tenant shall be a material breach of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded without the prior written consent of Landlord.

(p) **Water or Mold Notification.** To the extent Tenant or its agents or employees discover any water leakage, water damage or mold in or about the Premises or Shopping Center, Tenant shall promptly notify Landlord thereof in writing.

(q) **Joint and Several Liability.** If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All unperformed obligations of Tenant hereunder not fully performed at the end of the Term shall survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises.
Financial Reports. Within 15 days after Landlord's request, Tenant will furnish Tenant's most recent audited financial statements (including any notes to them) to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or, failing those, Tenant's internally prepared financial statements. If Tenant is a publicly traded corporation, Tenant may satisfy its obligations hereunder by providing to Landlord Tenant's most recent annual and quarterly reports. Landlord will not disclose any aspect of Tenant's financial statements that Tenant designates to Landlord as confidential except (1) to Landlord's Mortgagee or prospective mortgagees or purchasers of the Shopping Center, (2) in litigation between Landlord and Tenant, and/or (3) if required by court order. Tenant shall not be required to deliver the financial statements required under this Section 24(r) more than once in any 12-month period unless requested by Landlord's Mortgagee or a prospective buyer or lender of the Shopping Center or an Event of Default occurs.

Landlord's Fees. Whenever Tenant requests Landlord to take any action not required of it hereunder or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's reasonable, out-of-pocket costs payable to third parties and incurred by Landlord in reviewing the proposed action or consent, including reasonable attorneys', engineers' or architects' fees, within ten days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

Telecommunications. Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to and within the Shopping Center, for the installation and operation of telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("Telecommunications Services"), for part or all of Tenant's telecommunications within the Shopping Center and from the Shopping Center to any other location without Landlord's prior written consent, not to be unreasonably withheld. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Shopping Center, applicable Laws and Landlord's policies and practices for the Shopping Center. Tenant acknowledges that Landlord shall not be required to provide or arrange for any Telecommunications Services and that Landlord shall have no liability to any Tenant Party in connection with the installation, operation or maintenance of Telecommunications Services or any equipment or facilities relating thereto. Tenant, at its cost and for its own account, shall be solely responsible for obtaining all Telecommunications Services.

Confidentiality. Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent; however, Tenant may disclose the terms and conditions of this Lease if required by Law or court order, to its attorneys, accountants, employees and existing or prospective financial partners provided same are advised by Tenant of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof (in each case, prior to disclosure). Tenant shall be liable for any disclosures made in violation of this Section by Tenant or by any entity or individual to whom the terms of and conditions of this Lease were disclosed or made available by Tenant. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

Tenant's Restriction. Neither Tenant, any Affiliate, nor its partners, shareholders or members shall, directly or indirectly, and whether as principal, partner, shareholder or otherwise, own, operate or become financially interested in any business similar to or in competition with, or using the tradename of, the business for which the Premises are leased hereunder within a radius of two (2) miles measured from the outside boundary of the Shopping Center (the "Restricted Area"). Landlord shall be entitled to all rights, remedies and recourses provided for in this Lease in enforcing the provisions of this Section. This Section shall not apply to any competing business within the Restricted Area that is being operated by Tenant on the date this Lease is executed. Nothing in this Section or in any other provision of this Lease shall be deemed to create an express or implied exclusive use covenant in favor of Tenant.

Authority. Tenant (if a corporation, partnership or other business entity) hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the
state in which the Premises are located, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so. Landlord hereby represents and warrants to Tenant that Landlord is a duly formed and existing entity qualified to do business in the state in which the Premises are located, that Landlord has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Landlord is authorized to do so.

(x) **Hazardous Materials.** The term "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any Law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Premises or in the Shopping Center. Tenant shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of Hazardous Materials on or about the Premises or the Shopping Center except in a manner and quantity necessary for the ordinary performance of Tenant's business, and then in compliance with all Laws. If Tenant breaches its obligations under this Section 24(x), Landlord may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials. Tenant shall not undertake, nor shall Tenant permit any Tenant Party to undertake, any invasive investigation, drilling or sampling of the soil or groundwater at the Premises or the Shopping Center without the prior written consent of Landlord, which consent shall be in Landlord's sole discretion. Notwithstanding anything contained in Section 10(d), Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees and cost of clean up and remediation) arising from Tenant's failure to comply with the provisions of this Section 24(x). This indemnity provision shall survive termination or expiration of this Lease.

(y) **List of Exhibits.** All exhibits and attachments attached hereto are incorporated herein by this reference.

- Exhibit A - Outline of Premises
- Exhibit B - Description of Shopping Center
- Exhibit C - Common Area Costs
- Exhibit D - Tenant Finish-Work
- Exhibit E - Sign Criteria
- Exhibit E-1 - Landlord Approved Signage
- Exhibit F - Shopping Center Rules and Regulations
- Exhibit G - Form of Confirmation of Commencement Date Letter
- Exhibit H - Form of Tenant Estoppel Certificate
- Exhibit I - Guaranty
- Exhibit J - Renewal Option
- Exhibit K - Exclusive Uses
- Exhibit L - Franchise Addendum

(z) **Determination of Charges.** Landlord and Tenant agree that each provision of this Lease for determining charges and amounts payable by Tenant (including provisions regarding Additional Rent and Tenant's Proportionate Share of Taxes and Insurance Costs) is commercially reasonable.

(aa) **Prohibited Persons and Transactions.** Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

(bb) **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Lease. To facilitate execution of this Lease, the parties may execute and exchange signature pages by facsimile or via electronic mail (*.pdf or similar file types). The parties further agree that counterparts of this Lease may be signed electronically.
via Adobe Sign, DocuSign protocol or other electronic platform. All such signatures may be used in the place of original "wet ink" signatures to this Lease and shall have the same legal effect as the physical delivery of an original signature.

25. **Other Provisions.**

(a) **Guaranty.** As additional consideration for Landlord to enter into this Lease, Tenant shall cause Guarantor (as defined in Exhibit I) to execute the guaranty, attached hereto as Exhibit I and Tenant shall deliver same to Landlord contemporaneously with Tenant's execution hereof. Tenant's failure to deliver such guaranty as required in the preceding sentence shall be an automatic Event of Default under this Lease, with no notice being necessary to Tenant, and Landlord shall be entitled to exercise any and all rights and remedies available to it hereunder, as well as at law or in equity. Additionally, if Tenant fails to deliver such guaranty, Landlord, notwithstanding anything to the contrary contained in this Lease, (1) shall not be required to perform any tenant improvement work in the Premises, (2) shall not be required to make any reimbursements or allowances in connection with any tenant improvement work, (3) shall not be required to pay any brokerage commissions to the broker or brokers representing Tenant in connection with this Lease (and Tenant shall indemnify Landlord against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under Tenant), (4) may terminate this Lease by providing Tenant five days advance written notice thereof, and (5) shall not be required to honor any renewal rights set forth in this Lease, if any.

(b) **Tenant’s Exclusive Use.** During the Term, so long as no Event of Default is occurring and Tenant has not assigned or sublet this Lease to any party other than a Permitted Transferee and Tenant is open and operating the Premises for the Permitted Use, Landlord shall not, without Tenant’s prior written consent, enter into any lease for space in the Shopping Center with another restaurant tenant whose Primary Business is the sale of fajitas or burritos or tacos. The term “Primary Business” shall mean a restaurant who derives at least 25% of its Gross Sales from the sale of fajitas or burritos or tacos. The prohibitions in this paragraph shall not apply to (i) restaurants offering dine-in service, (ii) tenants of greater than 3,000 rentable square feet, and (iii) any leases in the Shopping Center that predate this Lease including any renewals, extensions, assignments or subletting of such leases or the replacement of any existing tenant with a subsequent tenant that has substantially the same use as such existing tenant. In the event Landlord violates this paragraph and such violation continues for a period of thirty (30) days following Tenant’s written notice to Landlord of same (the “Exclusive Violation Notice”), Tenant may pay, in lieu of Minimum Rent payable hereunder (but without affecting any other rent obligations pursuant to this Lease), an amount equal to fifty percent (50%) of the Minimum Rent then effective under this Lease for so long as such violation continues provided however such reduced Minimum Rent remedy shall automatically cease following the date which is twelve (12) months following the date of Landlord’s receipt of the Exclusive Violation Notice (such date being the “Reduced Minimum Rent Deadline Date”). As of the Reduced Minimum Rent Deadline Date, Tenant’s sole option for a continuing violation of this paragraph shall be to either (i) terminate this Lease by providing written notice to Landlord and which termination shall be effective on the date which is thirty (30) days following the Reduced Minimum Rent Deadline Date (and during such thirty day period Tenant shall pay the reduced Minimum Rent and other rent amounts owing pursuant to this Lease) or (ii) immediately commence paying full Minimum Rent pursuant to the Lease and such violation of this paragraph shall thereafter be deemed waived with respect to the competing tenant which triggered such violation. However, so long as Landlord shall use commercially reasonable efforts to attempt cure a violation of the exclusive use granted by this paragraph by a rogue tenant of the Shopping Center, (i) Landlord shall not be liable for a violation by such rogue tenant, (ii) such violation by a rogue tenant shall not trigger Tenant’s remedies pursuant to this paragraph and (iii) Landlord shall not obligated to cure such violation (in the event that Landlord’s commercially reasonable efforts to attempt to so cure fail).

(c) **Franchise Addendum.** See Exhibit L attached hereto and incorporated by this reference.
LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

This Lease is executed on the respective dates set forth below, but for reference purposes, this Lease shall be dated as of the date first above written. If the execution date is left blank, this Lease shall be deemed executed as of the date first written above.

LANDLORD:  

CH RETAIL FUND II/CHICAGO WESTLAKE  
PLAZA, L.L.C., a Delaware limited liability company  

By: Retail Managers II, L.L.C.,  
a Texas limited liability company  
its Manager  

By:  
Name: Samuel E. Peck  
Title: Vice President  
Execution Date: October 18, 2022

TENANT:  

Chicago FP1 L.L.C., an Illinois limited liability  
company d/b/a Fajita Pete’s  

By:  
Name: THEODORE WYDER  
Title: CEO  
Execution Date: Oct 21, 2022
EXHIBIT A

OUTLINE OF PREMISES

This Exhibit is attached to this Lease solely for the purpose of locating the Premises within the Shopping Center and depicting the general layout of the Shopping Center and shall not be deemed to be a representation, warranty or agreement by Landlord as to any information shown hereon or that the Shopping Center or stores be exactly as indicated hereon.
EXHIBIT B

DESCRIPTION OF SHOPPING CENTER

PARCEL 1:


PARCEL 2:

THE WEST HALF OF LOT 6 (EXCEPT THE NORTH 17 FEET THEREOF) IN BUTLER'S SUBDIVISION OF THE NORTH 9 ACRES OF THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1923 AS DOCUMENT 8167992, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 7 (EXCEPT THE NORTH 17 FEET THEREOF) IN BUTLER'S SUBDIVISION OF THE NORTH 9 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 31, 1923 AS DOCUMENT #8167992 IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE EAST 1/2 OF LOT 8 (EXCEPT THE NORTH 17 FEET THEREOF) AND THE SOUTH 121.20 FEET OF THE WEST 1/2 OF LOT 8 IN BUTLER'S SUBDIVISION OF THE NORTH 9 ACRES OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE 3RD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED OCTOBER 31, 1923, AS DOCUMENT NUMBER 8167992, IN COOK COUNTY, ILLINOIS.

KNOWN AS 3207-3223 LAKE AVENUE, WILMETTE, ILLINOIS

PERMANENT INDEX NUMBERS
05-31-204-002-0000
05-31-204-004-0000
05-31-204-005-0000
05-31-204-006-0000
05-31-204-025-0000
05-31-204-027-0000
EXHIBIT C

COMMON AREA COSTS

1. All expenses related to the ownership, operation, maintenance, management (including management fees not to exceed 3.5% of monthly income from the Shopping Center), equipping, repair or security of the Shopping Center, including salaries, taxes, insurance, and employee benefits;

2. All supplies and materials used in the operation, maintenance or repair of the Shopping Center, including any exterior landscaping and holiday decorations;

3. Costs of utilities for the Common Area of the Shopping Center, including the cost of water and power for heating, lighting, air conditioning and ventilating, and operating fountains;

4. All expenses related to the repair, service, or maintenance of the Shopping Center and the equipment therein, including roof repairs and replacement, window cleaning, plumbing and electrical repair, HVAC and sprinkler system maintenance and repair, signage maintenance and repair, pest control, plate glass repair and replacement, elevator maintenance and janitorial service;

5. All capital expenditures related to the ownership, operation, maintenance and repair of the Shopping Center, including those incurred to effect a reduction in the operating expenses of the Shopping Center or which relate to a capital item installed pursuant to any Law, reserves for replacement of capital items and depreciation of machinery and equipment used in connection with the Shopping Center and its maintenance and repair.

6. Costs of cleaning, landscaping, snow and ice removal, painting, policing, providing security (if Landlord elects to provide security), fire protection, drainage, striping, repair and replacement of parking surfaces, and of complying with Laws enacted or effective after the date hereof (or interpretations hereafter rendered with respect to any existing Law).
EXHIBIT D

TENANT FINISH-WORK: ALLOWANCE

1. **Acceptance of Premises.** Except as set forth in this Exhibit, Tenant accepts the Premises in their "AS-IS" condition on the date that this Lease is entered into other than Landlord shall deliver the Premises with the HVAC serving the Premises and all mechanical, electrical and plumbing systems in sound working order as of the date of delivery.

2. **Working Drawings.**
   
   (a) **Preparation and Delivery.** On or before twenty (20) days following the Lease Date (the "Working Drawings Delivery Deadline"), Tenant shall provide to Landlord for its approval final working drawings, prepared by a design consultant reasonably acceptable to Landlord (the "Architect"), of all improvements that Tenant proposes to install in the Premises; such working drawings shall include the partition layout, ceiling plan, electrical outlets and switches, telephone outlets, drawings for any modifications to the mechanical and plumbing systems of the Building, and detailed plans and specifications for the construction of the improvements called for under this Exhibit in accordance with all applicable Laws.

   (b) **Approval Process.** Landlord shall notify Tenant whether it approves of the submitted working drawings within ten business days after Tenant's submission thereof. If Landlord disapproves of such working drawings, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall, within ten business days after such notice, revise such working drawings in accordance with Landlord's objections and submit the revised working drawings to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted working drawings within five business days after its receipt thereof. This process shall be repeated until the working drawings have been finally approved by Tenant and Landlord. If Landlord fails to notify Tenant that it disapproves of the initial working drawings within ten business days (or, in the case of resubmitted working drawings, within five business days) after the submission thereof, then Landlord shall be deemed to have approved the working drawings in question.

   (c) **Landlord's Approval; Performance of Work.** If any of Tenant's proposed construction work will affect the Building's Structure or the Building's Systems, then the working drawings pertaining thereto must be approved by the Building's engineer of record. Landlord's approval of such working drawings shall not be unreasonably withheld, provided that (1) they comply with all Laws, (2) the improvements depicted thereon do not adversely affect (in the reasonable discretion of Landlord) the Building's Structure or the Building's Systems, the exterior appearance of the Building, or the appearance of the Common Area, (3) such working drawings are sufficiently detailed to allow construction of the improvements in a good and workmanlike manner, and (4) the improvements depicted thereon conform to the rules and regulations promulgated from time to time by Landlord for the construction of tenant improvements (a copy of which has been delivered to Tenant). As used herein, "Working Drawings" means the final working drawings approved by Landlord, as amended from time to time by any approved changes thereto, and "Work" means all improvements to be constructed in accordance with and as indicated on the Working Drawings, together with any work required by governmental authorities to be made to other areas of the Building or the Shopping Center as a result of the improvements indicated by the Working Drawings (and which Work shall include Tenant building out restaurant including flooring, ADA compliant restroom, HVAC distribution, demo and re-model ceiling, new drywall, paint, lighting, electrical, gas and water distribution throughout the space). Landlord's approval of the Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use or comply with any Law, but shall merely be the consent of Landlord thereto. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and approval thereof. After the Working Drawings have been approved, Tenant shall cause the Work to be performed in accordance with the Working Drawings.

3. **Contractors; Performance of Work.** The Work shall be performed only by licensed contractors and subcontractors approved in writing by Landlord, which approval shall not be unreasonably withheld. All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as Landlord may reasonably require. Certificates of such insurance, with paid
receipts therefor, must be received by Landlord before the Work is commenced. The Work shall be performed in a
good and workmanlike manner free of defects, shall conform strictly with the Working Drawings, and shall be
performed in such a manner and at such times as and not to interfere with or delay Landlord's other contractors, the
operation of the Shopping Center, and the occupancy thereof by other tenants. All contractors and subcontractors
shall contact Landlord and schedule time periods during which they may use Shopping Center facilities in
connection with the Work (e.g., elevators, excess electricity, etc.).

4. **Construction Contracts**

(a) **Tenant's General Contractor.** Tenant shall enter into a construction contract with a
general contractor selected by Tenant and approved by Landlord in a form acceptable to Tenant's representative for
the Work, which shall comply with the provisions of this Section 4 and provide for, among other things, (1) a one-
year warranty for all defective Work; (2) a requirement that Tenant's Contractor maintain general commercial
liability insurance of not less than a combined single limit of $2,000,000, naming Landlord, Landlord's property
management company, Landlord's asset management company, Landlord's Mortgagor, Tenant, and each of their
respective Affiliates as additional insureds; (3) a requirement that the contractor perform the Work in substantial
accordance with the Working Drawings and in a good and workmanlike manner; (4) a requirement that the
contractor is responsible for daily cleanup work and final clean up (including removal of debris); and (5) those items
described in Section 4(b) (collectively, the "Approval Criteria"). Landlord shall have three business days to notify
Tenant whether it approves the proposed construction agreements. If Landlord disapproves of the proposed
construction agreements, then it shall specify in reasonable detail the reasons for such disapproval, in which case
Tenant shall revise the proposed construction agreements to correct the objections and resubmit them to Landlord
within two business days after Landlord notifies Tenant of its objections thereto, following which Landlord shall
have two business days to notify Tenant whether it approves the revised construction agreements. If Landlord fails
to notify Tenant that it disapproves of the construction agreements within three business days after the initial
construction agreements or two business days after the revised construction agreements (as the case may be) are
delivered to Landlord, then Landlord shall be deemed to have approved the construction agreements.

(b) **All Construction Contracts.** Unless otherwise agreed in writing by Landlord and Tenant,
each of Tenant's construction contracts shall: (1) provide a schedule and sequence of construction activities and
completion reasonably acceptable to Landlord, (2) be in a contract form that satisfies the Approval Criteria,
(3) require the contractor and each subcontractor to name Landlord, Landlord's property management company,
Landlord's asset management company, and Tenant as additional insured on such contractor's insurance maintained
in connection with the construction of the Work, (4) be assignable following an Event of Default by Tenant under
this Lease to Landlord and Landlord's Mortgagor, and (5) contain at least a one-year warranty for all workmanship
and materials.

5. **Change Orders.** Tenant may initiate changes in the Work. Each such change must receive the
prior written approval of Landlord, such approval not to be unreasonably withheld or delayed; however, (a) if such
requested change would adversely affect (in the reasonable discretion of Landlord) (1) the Building's Structure or
the Building's Systems, (2) the exterior appearance of the Building, or (3) the appearance of the Common Area, or
(b) if any such requested change might delay the Commencement Date, Landlord may withhold its consent in its
sole and absolute discretion. Tenant shall, upon completion of the Work, furnish Landlord with an accurate
architectural "as-built" plan of the Work as constructed, which plan shall be incorporated into this Exhibit D by this
reference for all purposes. If Tenant requests any changes to the Work described in the Working Drawings, then
such increased costs and any additional design costs incurred in connection therewith as the result of any such
change shall be added to the Total Construction Costs.

6. **Definitions.** As used herein "Substantial Completion," "Substantially Completed," and any
derivations thereof mean the Work in the Premises is substantially completed (as reasonably determined by
Landlord) in accordance with the Working Drawings. Substantial Completion shall have occurred even though
minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed.

7. **Walk-Through; Punchlist.** When Tenant considers the Work in the Premises to be Substantially
Completed, Tenant will notify Landlord and within three business days thereafter, Landlord's representative and
Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work,
8. Excess Costs. The entire cost of performing the Work (including design of and space planning for the Work and preparation of the Working Drawings and the final "as-built" plan of the Work, costs of construction labor and materials, electrical usage during construction, additional janitorial services, general tenant signage, related taxes and insurance costs, licenses, permits, certifications, surveys and other approvals required by Law, all of which costs are herein collectively called the "Total Construction Costs") in excess of the Construction Allowance (hereinafter defined) shall be paid by Tenant. Upon approval of the Working Drawings and selection of a contractor, Tenant shall promptly execute a work order agreement which identifies such drawings and itemizes the Total Construction Costs and sets forth the Construction Allowance.

9. Construction Allowance. Landlord shall provide to Tenant a construction allowance not to exceed $25.00 per rentable square foot in the Premises (the "Construction Allowance") to be applied toward the Total Construction Costs, as adjusted for any changes to the Work. No advance of the Construction Allowance shall be made by Landlord until Tenant has first paid to the contractor from its own funds (and provided reasonable evidence thereof to Landlord) the anticipated amount by which the projected Total Construction Costs exceed the amount of the Construction Allowance. Thereafter, Landlord shall pay to Tenant the Construction Allowance in multiple disbursements (but not more than once in any calendar month) following the receipt by Landlord of the following items: (a) a request for payment, (b) final or partial lien waivers, as the case may be, from all persons performing work or supplying or fabricating materials for the Work, fully executed, acknowledged and in recordable form, and (c) the Architect's certification that the Work for which reimbursement has been requested has been finally completed, including (with respect to the last application for payment only) any punch-list items, on the appropriate AIA form or another form approved by Landlord, and, with respect to the disbursement of the last 20% of the Construction Allowance: (1) the permanent certificate of occupancy issued for the Premises, (2) Tenant's occupancy of the Premises, (3) delivery of the architectural "as-built" plan for the Work as constructed (and as set forth above) to Landlord's construction representative (set forth below), and (4) an estoppel certificate confirming such factual matters as Landlord or Landlord's Mortgagee may reasonably request (collectively, a "Completed Application for Payment"). Landlord shall pay the amount requested in the applicable Completed Application for Payment to Tenant within 30 days following Tenant's submission of the Completed Application for Payment. If, however, the Completed Application for Payment is incomplete or incorrect, Landlord's payment of such request shall be deferred until 30 days following Landlord's receipt of the Completed Application for Payment. Notwithstanding anything in the contrary contained in this Exhibit, Landlord shall not be obligated to make any disbursement of the Construction Allowance during the pendency of any of the following: (A) Landlord has received written notice of any unpaid claims relating to any portion of the Work or materials in connection therewith, other than claims which will be paid in full from such disbursement, (B) there is an unboned lien outstanding against the Building or the Premises or Tenant's interest therein by reason of work done, or claimed to have been done, or materials supplied or specifically fabricated, claimed to have been supplied or specifically fabricated, to or for Tenant or the Premises, (C) the conditions to the advance of the Construction Allowance are not satisfied, or (D) an Event of Default by Tenant exists. The Construction Allowance must be used (that is, the Work must be fully complete and the Construction Allowance disbursed) within six months following the Commencement Date or shall be deemed forfeited with no further obligation by Landlord with respect thereto, time being of the essence with respect thereto.

10. Construction Management. Landlord or its Affiliate or agent shall supervise the Work and coordinate the relationship between the Work, the Building and the Building's Systems.

11. Construction Representatives. Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative: Mid-America Asset Management, Inc.
One Parkview Plaza, 9th Floor

EXHIBIT D, Tenant Finish-Work: Allowance - Page D-3
12. **Miscellaneous.** To the extent not inconsistent with this Exhibit, Sections 7(a) and 20 of this Lease shall govern the performance of the Work and Landlord's and Tenant's respective rights and obligations regarding the improvements installed pursuant thereto.
EXHIBIT E

SIGN CRITERIA

Tenant's signage shall be subject to compliance with all applicable Laws (including codes and ordinances) as well as obtaining Landlord's prior written approval.
EXHIBIT E-1

LANDLORD APPROVED SIGNAGE
EXHIBIT F

SHOPPING CENTER RULES AND REGULATIONS

The following rules and regulations shall apply to Tenant's use of Premises and the Shopping Center, and the appurtenances thereto:

1. The Common Area shall not be obstructed by Tenant or used for purposes other than parking, ingress and egress to and from the Premises and for going from one to another part of the Shopping Center.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid by Tenant.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Shopping Center without the prior written consent of Landlord. No nails, hooks or screws shall be driven or inserted in any part of the Shopping Center except by Shopping Center maintenance personnel.

4. Landlord shall provide all door locks in Tenant's Premises, at the cost of Tenant, and Tenant shall not place any additional door locks in the Premises without Landlord's prior written consent. Landlord shall furnish to Tenant a reasonable number of keys to Tenant's Premises, at Tenant's cost, and Tenant shall not make duplicates thereof.

5. Tenant shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Shopping Center or otherwise interfere in any way with other tenants or persons having business with them.

6. No machinery of any kind (other than normal office equipment) shall be operated by Tenant without Landlord's prior written consent, nor shall Tenant use or keep in the Shopping Center any flammable or explosive fluid or substance.

7. Landlord will not be responsible for lost or stolen personal property, money or jewelry from a tenant's premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

8. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.

9. Tenant shall not conduct any activity on or about the Premises or Shopping Center which will draw pickets, demonstrators, or the like.

10. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within parking spaces designated by Landlord from time to time, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot. Any vehicle parked improperly may be towed away. Tenant, Tenant's agents, employees, vendors and customers who do not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver. Landlord may place a "boot" on the vehicle to immobilize it and may levy a charge of $50.00 to remove the "boot." Tenant shall indemnify, hold and save harmless Landlord of any liability arising from the towing or booting of any vehicles belonging to a Tenant Party.

11. No tenant may enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Shopping Center unless accompanied by Landlord or the Shopping Center manager.
12. Tenant will not permit any Tenant Party to bring onto the Shopping Center any handgun, firearm or other weapons of any kind, illegal drugs or, unless expressly permitted by Landlord in writing, alcoholic beverages.
EXHIBIT G

CONFIRMATION OF COMMENCEMENT DATE

[RENTER'S ADDRESS]

Re: Lease Agreement (the "Lease") dated , 2022, between CH Retail Fund II/Chicago Westlake Plaza, L.L.C., a Delaware limited liability company ("Landlord"), and Chicago FP1 L.L.C., an Illinois limited liability company d/b/a Fajita Pete's ("Tenant"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

Ladies and Gentlemen:

Landlord and Tenant agree as follows:

1. **Condition of Premises.** Tenant has accepted possession of the Premises pursuant to the Lease. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the full and complete satisfaction of Tenant in all respects except for the punchlist items described on Exhibit A hereto (the "Punchlist Items"), and except for such Punchlist Items, Landlord has fulfilled all of its duties under the Lease with respect to such initial tenant improvements. Furthermore, Tenant acknowledges that the Premises are suitable for the Permitted Use.

2. **Commencement Date.** The Commencement Date of the Lease is , 20__.

3. **Expiration Date.** The Term is scheduled to expire on the last day of the ___th full calendar month of the Term, which date is , 20__.

4. **Landlord ACH Payment Information.** Pursuant to Section 3(a) of the Lease, Landlord's initial ACH payment information is:

   ---------------------------
   __________________________
   __________________________
   __________________________

5. **Contact Person.** Tenant's contact person in the Premises is:

   **CHICAGO FP1 LLC**

   __________________________
   __________________________
   __________________________

   Attention: __________________________
   Telephone: __________________________
   Telex: __________________________

6. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, and (b) Tenant has no
claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

7. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this letter shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this letter and the terms of the Lease, the terms of this letter shall prevail. This letter shall be governed by the laws of the state in which the Premises are located.

Please indicate your agreement to the above matters by signing this letter in the space indicated below and returning an executed original to us.

Sincerely,

______________________________________, a __________________________

By:______________________________________
Name:______________________________________
Title:______________________________________

Agreed and accepted:

Chicago FPI L.L.C., an Illinois limited liability company
d/b/a Fajita Pete’s

By: ______________________________
Name:  THEODORE WYDER
Title:  CEO
EXHIBIT A

PUNCHLIST ITEMS

Please insert any punchlist items that remain to be performed by Landlord. If no items are listed below by Tenant, none shall be deemed to exist.
EXHIBIT II

FORM OF TENANT ESTOPPEL CERTIFICATE

The undersigned is the Tenant under the Lease (defined below) between ________________, a
 ________________, as Landlord, and the undersigned as Tenant, for the Premises in the Shopping Center
 located at ________________, ______________ and commonly known as ________________, and
 hereby certifies as follows:

1. The Lease consists of the original Lease Agreement dated as of ____________, 201__, between
 Tenant and Landlord['s predecessor-in-interest] and the following amendments or modifications thereto (if none,
 please state "none"):

The documents listed above are herein collectively referred to as the "Lease" and represent the entire agreement
 between the parties with respect to the Premises. All capitalized terms used herein but not defined shall be given the
 meaning assigned to them in the Lease.

2. The Lease is in full force and effect and has not been modified, supplemented or amended in any
 way except as provided in Section 1 above.

3. The Term commenced on ________________, ___ and the Term expires, excluding any
 renewal options, on ________________, 201__, and Tenant has no option to purchase all or any part of the
 Premises or the Shopping Center or, except as expressly set forth in the Lease, any option to terminate or cancel the
 Lease.

4. Tenant currently occupies the Premises described in the Lease and Tenant has not transferred,
 assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect
 thereto except as follows (if none, please state "none"):

All monthly installments of Minimum Rent, all Additional Rent and all monthly installments of estimated
 Additional Rent have been paid when due through _________________. The current monthly installments of
 Minimum Rent and Additional Rent are:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Rent</td>
<td>$_________</td>
</tr>
<tr>
<td>Common Area Costs</td>
<td></td>
</tr>
<tr>
<td>Insurance Costs</td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$_________</td>
</tr>
</tbody>
</table>

5. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the
 Lease have been satisfied and Landlord is not in default thereunder. In addition, Tenant has not delivered any notice
 to Landlord regarding a default by Landlord thereunder.

6. As of the date hereof, there are no existing defenses or offsets, or, to the undersigned's knowledge,
 claims or any basis for a claim, that the undersigned has against Landlord and no event has occurred and no
 condition exists, which, with the giving of notice or the passage of time, or both, will constitute a default under the
 Lease.

EXHIBIT II, Form of Tenant Estoppel Certificate – Page H-1
7. No rental has been paid more than 30 days in advance and no security deposit has been delivered to Landlord except as provided in the Lease.

8. If Tenant is a corporation, partnership or other business entity, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the state in which the Premises are located and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

9. There are no actions pending against Tenant under any bankruptcy or similar laws of the United States or any state.

10. Other than in compliance with all applicable laws and incidental to the ordinary course of the use of the Premises, the undersigned has not used or stored any hazardous substances in the Premises.

11. Tenant is not itself, and is not directly or indirectly owned, controlled or supported by, a "Specially Designated National" or otherwise designated as a blocked person under any regulation of the Office of Foreign Assets Control, U.S. Department of Treasury (see: www.ustreas.gov/offices/enforcement/OFAC).

12. All tenant improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any tenant improvement work have been paid in full.

Tenant acknowledges that this Estoppel Certificate may be delivered to Landlord, Landlord's Mortgagee or to a prospective mortgagee or prospective purchaser, and their respective successors and assigns, and acknowledges that Landlord, Landlord's Mortgagee and/or such prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in disbursing loan advances or making a new loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of disbursing loan advances or making such loan or acquiring such property.

Executed as of ____________.

TENANT:

_____________________________________, a
_____________________________________

By: __________________________________
Name: ________________________________
Title: ________________________________

EXHIBIT I

GUARANTY

As a material inducement to Landlord to enter into the Lease Agreement, dated Oct 12, 2022 (the "Lease"), between Chicago FP1 L.L.C., an Illinois limited liability company d/b/a Fajita Pete’s, as Tenant, and CH Retail Fund II/Chicago Westlake Plaza, L.L.C., a Delaware limited liability company, as Landlord, Theodore Wyder, an individual ("Guarantor"), hereby unconditionally and irrevocably guarantees the complete and timely performance of each obligation of Tenant (and any assignee) under the Lease and any extensions or renewals of and amendments to the Lease. This Guaranty is an absolute, primary, and continuing, guaranty of payment and performance and is independent of Tenant's obligations under the Lease. Notwithstanding anything contained herein to the contrary following the expiration of Lease Month 60, so long as no Event of Default has occurred or is then occurring, Guarantor's maximum liability pursuant to this Guaranty, exclusive of attorneys' fees and legal costs, shall thereafter be limited to an amount that equals twelve (12) Lease Months' worth of Tenant's Minimum Rent and Additional Rent obligations pursuant to this Lease. For purposes of calculating the twelve (12) Lease Months' maximum liability, the first month shall be the date that Landlord exercises its rights pursuant to the Lease with the calculation extending through to the twelfth Lease Month thereafter. Guarantor (and if this Guaranty is signed by more than one person or entity, each Guarantor hereunder) shall be primarily liable, jointly and severally, with Tenant and any other guarantor of Tenant's obligations. Guarantor waives any right to require Landlord to (a) join Tenant with Guarantor in any suit arising under this Guaranty, (b) proceed against or exhaust any security given to secure Tenant's obligations under the Lease, or (c) pursue or exhaust any other remedy in Landlord's power.

Until all of Tenant's obligations to Landlord have been discharged in full, Guarantor shall have no right of subrogation against Tenant. Landlord may, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of the Lease, or fail to perfect, or fail to continue the perfection of, any security interests granted under the Lease. Without limiting the generality of the foregoing, if Tenant elects to increase the size of the leased premises, extend the lease term, or otherwise expand Tenant's obligations under the Lease, Tenant's execution of such lease documentation shall constitute Guarantor's consent thereto (and such increased obligations of Tenant under the Lease shall constitute a guaranteed obligation hereunder); Guarantor hereby waives any and all rights to consent thereto. Guarantor waives any right to participate in any security now or hereafter held by Landlord. Guarantor hereby waives all presentments, demand for performance, notices of nonperformance, protests, notices of protest, dishonor and notices of acceptance of this Guaranty, and waives all notices of existence, creation or incurring of new or additional obligations from Tenant to Landlord. Guarantor further waives all defenses afforded guarantors or based on suretyship or impairment of collateral under applicable Law, other than payment and performance in full of Tenant's obligations under the Lease. The liability of Guarantor under this Guaranty will not be affected by (1) the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant’s obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; (2) the rejection or disaffirmance of the Lease in any such proceeding; or (3) the cessation from any cause whatsoever of the liability of Tenant under the Lease.

Guarantor shall pay to Landlord all costs incurred by Landlord in enforcing this Guaranty (including, without limitation, reasonable attorneys' fees and expenses). The obligations of Tenant under the Lease to execute and deliver estoppel statements, as therein provided, shall be deemed to also require the Guarantor hereunder to do so and provide the same relative to Guarantor following written request by Landlord in accordance with the terms of the Lease. All notices and other communications given pursuant to, or in connection with, this Guaranty shall be delivered in the same manner required in the Lease. All notices or other communications addressed to Guarantor shall be delivered at the address set forth below. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor and shall inure to the benefit of Landlord's successors and assigns.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
Executed as of October 12, 2022.

By: Theodore Wyder
Address: 10 E Ontario St., #1105
Chicago, Illinois 60611
Telephone: 612-599-3210
Email Address: fajitapeteschicago@gmail.com
Driver's License No.: W360-8138-0258 (Illinois)

STATE OF Illinois
COUNTY OF Cook

BEFORE ME, the undersigned authority, on this day personally appeared Theodore Wyder, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of October, 2022.

Notary Public, State of Illinois

JESSICA L. LANGHAM
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 10, 2023

EXHIBIT I, Guaranty – Page 1-2
EXHIBIT J

RENEWAL OPTION

Provided no Event of Default exists and Tenant is occupying the entire Premises at the time of such
election, Tenant may renew this Lease for two (2) additional period of five (5) years each, by delivering written
notice of the exercise thereof to Landlord not earlier than 12 months nor later than six months before the applicable
expiration of the Term. Landlord and Tenant shall execute an amendment to this Lease extending the Term on the
same terms provided in this Lease, except as follows:

(a) The Minimum Rent shall be as follows:

<table>
<thead>
<tr>
<th>Lease Month</th>
<th>Annual Minimum Rent Rate Per Rentable Square Foot</th>
<th>Monthly Minimum Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>121 – 132</td>
<td>$33.72</td>
<td>$2,922.40</td>
</tr>
<tr>
<td>133 – 144</td>
<td>$34.56</td>
<td>$2,995.20</td>
</tr>
<tr>
<td>145 – 156</td>
<td>$35.42</td>
<td>$3,069.73</td>
</tr>
<tr>
<td>157 – 168</td>
<td>$36.31</td>
<td>$3,146.87</td>
</tr>
<tr>
<td>169 – 180</td>
<td>$37.22</td>
<td>$3,225.73</td>
</tr>
<tr>
<td>181 – 192</td>
<td>$38.15</td>
<td>$3,306.33</td>
</tr>
<tr>
<td>193 – 204</td>
<td>$39.10</td>
<td>$3,388.67</td>
</tr>
<tr>
<td>205 – 216</td>
<td>$40.08</td>
<td>$3,473.60</td>
</tr>
<tr>
<td>217 – 228</td>
<td>$41.08</td>
<td>$3,560.27</td>
</tr>
<tr>
<td>229 – 240</td>
<td>$42.11</td>
<td>$3,649.53</td>
</tr>
</tbody>
</table>

(b) Tenant shall have no further renewal option unless expressly granted by Landlord in
writing; and

(c) Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord
shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other
tenant inducements.

If Tenant fails to timely execute such amendment, Tenant's rights under this Exhibit shall terminate and
Tenant shall have no right to renew this Lease.

Tenant's rights under this Exhibit shall terminate if (1) this Lease or Tenant's right to possession of the
Premises is terminated, (2) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises
other than to a Permitted Transferee, or (3) Tenant fails to timely exercise its option under this Exhibit, time being of
the essence with respect to Tenant's exercise thereof.
### EXHIBIT K

**EXCLUSIVE USES**

<table>
<thead>
<tr>
<th>Tenant Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UPS Store</strong></td>
<td>Tenant shall have the exclusive at 3217-3223 Lake Avenue for mailbox rentals, stamps and meter mail, packaging and shipping services, UPS, DHL, Fed-X, and any other related overnight delivery services except that current and future tenants may use packaging and shipping services, UPS, DHL, Fed-X, and any other related overnight delivery services in the course of their business operation.</td>
</tr>
<tr>
<td><strong>Mattress Firm</strong></td>
<td>&quot;Exclusive Use&quot; shall mean the exclusive right to within the Shopping Center for the retail sales of mattresses and/or box springs.</td>
</tr>
<tr>
<td><strong>AO Sushi</strong></td>
<td>During the Lease Term, Landlord shall not permit any portion of the Shopping Center, other than the Premises, to be used by another tenant to operate a sushi restaurant or &quot;sushi to go&quot; business other than: (i) any business occupying premises in the Shopping Center directly or (as an assignee, sublessee or concessionaire) indirectly under a (A) lease that allows such business to operate as a sushi restaurant (with or without take out orders) that was executed prior to the execution of this Second Amendment but that is in effect as of the date of execution of this Second Amendment (a &quot;Prior Lease&quot;); (B) a renewal or extension of a Prior Lease; (C) a new lease that is executed by the same type of business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease (a &quot;New Lease&quot;), provided that such New Lease does not grant greater rights to use the leased premises than did the Prior Lease; or (D) a renewal or extension of a New Lease; or (ii) any business operating a sushi restaurant or &quot;sushi to go&quot; business that has been permitted to do so based upon or as a result of a bankruptcy, insolvency or similar action or is otherwise permitted to do so as a result of an action or order by a court.</td>
</tr>
<tr>
<td><strong>Supercuts</strong></td>
<td>During the Tenn, and so long as Tenant is open, operating and not in default under the lease, Landlord shall not occupy or use, nor permit to be occupied and used, any premises (other than the Premises) in the Shopping Center for the purposes of the operation of a value-oriented hair salon or barber shop; provided, however, that the above restriction shall not apply to a (a) full service salon, (b) a full price salon, or (c) &quot;blowout&quot; salons (the &quot;Exclusive Use Provision&quot;).</td>
</tr>
<tr>
<td><strong>Fit Body Bootcamp</strong></td>
<td>During the Tenn, Landlord shall not permit any portion of the Shopping Center, other than the Premises, to be used by a Competing Business. Exclusive Use shall mean the operation of a health or fitness club offering personal training services including boxing and/or crossfit training.</td>
</tr>
<tr>
<td><strong>Organic Nails</strong></td>
<td>Landlord shall not allow any other tenant in that portion of the shopping center known as 3207 Lake Avenue whose Primary Business is nail services. The term “Primary Business” shall mean a tenant who derives at least of 50% of its gross sales from the sale of nail services.</td>
</tr>
<tr>
<td><strong>Finest Fit</strong></td>
<td>Landlord will not lease any space within the shopping center to another dry cleaners/laundry without the written approval of tenant during with exception of (i) renewal of current tenant occupying the premise at 3217 Lake Ave., Suite 4c, Wilmette, IL; or (ii) replacement of such tenant with a similar use.</td>
</tr>
<tr>
<td><strong>Dunkin Donuts</strong></td>
<td>Starbucks or any bakery whose primary business is pastries or donuts.</td>
</tr>
<tr>
<td><strong>Chia Leah</strong></td>
<td>Landlord shall not enter into any lease for space in the Shopping Center with another tenant whose Primary Business is the sale of gluten free baked goods. The term</td>
</tr>
<tr>
<td><strong>Primary Business</strong></td>
<td>shall mean a tenant who derives at least of 30% of its Gross Sales from the sale of gluten free baked goods.</td>
</tr>
</tbody>
</table>
EXHIBIT L

FRANCHISE ADDENDUM

FAJITA PETE'S FRANCHISING LLC
FRANCHISE AGREEMENT
EXHIBIT F
OPTION FOR ASSIGNMENT OF LEASE

This Option for Assignment of Lease (this "Assignment") made this __ day of __, 2022 by and between Fajita Pete's Franchising LLC, a Texas limited liability company, located at 15995 N. Barkers Landing Road, Suite 111, Houston, Texas 77079 (the "Company"), Chicago FP1 L.L.C., an Illinois limited liability company d/b/a Fajita Pete's ("Franchisee") and CIF Retail Fund II/Chicago Westlake Plaza, L.L.C., a Delaware limited liability company ("Landlord") involving the Fajita Pete's Business ("Business") to be located at 3217 Lake Street, Wilmette, Illinois 60091 ("Franchise Location"), with reference to the following facts:

Franchisee and Landlord entered into a lease agreement ("Lease") to which this Assignment is attached, pursuant to the terms of which Franchisee leased the Franchise Location from Landlord to operate the Business thereon.

On October __, 20__, the Company and Franchisee executed a Franchise Agreement (the "Franchise Agreement") pursuant to the terms of which Franchisee obtained a franchise from the Company to operate the Business at the Franchise Location.

The Company, Franchisee and Landlord desire to enter into this Assignment to define the rights of the Company in and to the Franchise Location, and Landlord desires to consent to this Assignment on the terms and conditions set forth herein. This Assignment shall be construed with, and as an integral part of, the Lease.

1. Assignment. Franchisee hereby assigns, transfers and conveys to the Company, or its nominee, all of Franchisee's right, title and interest in and to the Lease, without additional charge; however, this Assignment shall become effective only upon the Company's exercise of the option granted to the Company in Section 3 herein subsequent to the occurrence of any of the following events ("Option Event(s)"):

(a) Default of Lease. If Franchisee shall be in default in the performance of any of the terms of the Lease, unless such default is cured within the period required in the Lease by either Tenant or Company.

(b) Default of Franchise Agreement. The occurrence of any acts of default which would result in the immediate termination of the Franchise Agreement, or the continuance beyond the period or periods specified in the Franchise Agreement for cure of any default by Franchisee in the performance or payments required under the Franchise Agreement, or the expiration of the Franchise Agreement.

(c) Sale of the Business. Upon Franchisee's sale of Franchisee's right, title and interest in and to the Business conducted at the Franchise Location.

2. Consent to Assignment. Landlord hereby consents to this Assignment, which consent shall remain in effect during the entire term of the Lease and any and all renewals or extensions thereof, and agrees that the Lease shall not be amended, assigned, extended or renewed, nor shall the Franchise Location be sublet by Franchisee, without the prior written consent of the Company.

3. Exercise of Option by the Company. The Company may exercise the option granted herein for a period of thirty (30) days after any Option Event (provided, in the event of a default pursuant to Section 1(a), Company must cure such default prior to exercising such option) and thereby make this Assignment unconditional by giving written notice to Franchisee and Landlord of its exercise of such option in the manner specified in Section 8 hereof and by thereafter delivering to Landlord, within ten (10) business days after Landlord requests same, a written assumption of the obligations of the Lease.

EXHIBIT L, Franchise Addendum – Page 1-1
The Company shall have no liability or obligation to the Landlord under the Lessee unless and until it executes a written assumption of the obligations of the Lease.

Subject to Section 9 of the Lease, The Company shall have the right, concurrently with or subsequent to the Company’s exercise of the option granted herein, to assign and transfer its rights under this Assignment and the Lease to an entity owned or controlled by the Company, or to a new franchisee selected by the Company to operate the Business, without the prior consent of Landlord, provided that such new entity or franchisee shall have a credit rating and a net worth adequate for the operation of the Business. In such event, such new entity or franchisee shall assume the obligations of the Lease in place and instead of the Company.

Through the term of the Franchise Agreement and any renewals thereof, Franchisee agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that such option must be exercised. Upon failure of Franchisee to so extend or renew the Lease as stated herein, Franchisee hereby appoints the Company as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Franchisee for the sole purpose of effecting such extension or renewal within the timeframes contemplated by the Lease.

4. **Termination of Rights of Franchisee.** Upon the exercise of the option granted to the Company herein, Franchisee shall no longer be entitled to the use or occupancy of the Franchise Location and all of Franchisee’s prior rights in and to the Lease will have been, in all respects, terminated and, by the terms of this Assignment, assigned to the Company or its assignee.

5. **Vacate Franchise Location.** Franchisee shall immediately vacate the Franchise Location within the period permitted by the Lease; however, in the event that Franchisee shall fail or refuse to do so, the Company shall have the right to enter the Franchise Location and take possession of the Franchise Location without being guilty of trespass or any other tort.

6. **Indemnification.** Franchisee hereby covenants and agrees to indemnify and hold Landlord and the Company harmless from and against any and all loss, costs, expenses (including attorneys’ fees), damages, claims and liabilities, however caused, resulting directly or indirectly from or pertaining to the exercise by the Company and/or Landlord of the rights and remedies granted under this Assignment.

7. **Remedies Cumulative.** The remedies granted pursuant to this Assignment are in addition to and not in substitution of any or all other remedies available at law or in equity to the Company or Landlord.

8. **Notices.**

   (a) **Writing.** All notices, requests, demands, payments, consents and other communications hereunder shall be sent pursuant to Section 24(f) of the Lease. Notices to Company shall be to:

   The Company: 15995 N. Barkers Landing Road, Suite 111
   Houston, Texas 77079

   With a copy to: Wayne P. Bunch, Jr., Esq.
   FisherBroyles, LLP
   2925 Richmond Ave., Suite 1200
   Houston, Texas 77098

   (b) **Change of Address.** Any party may change its address by giving notice of such change of address to the other parties.

9. **Franchisee Default of Lease.** In the event of termination of the Lease for any reason, subject to compliance with all applicable Lease provisions, Franchisee shall be permitted access to the Franchise Location (for a period not to exceed seven (7) days following termination) to remove any and all logo or trademark items. Such items shall include, but shall not be limited to, signage and proprietary trade dress. Franchisee shall be liable to
Landlord for repairs to the Franchise Location, made necessary by Franchisee's removal of such signs and other items. This provision shall expressly survive termination of the Lease.

10. **Miscellaneous.**

(a) **Injunction.** Franchisee and Landlord recognize the unique value and secondary meaning attached to the Company's trademarks, trade names, service marks, insignia and logo designs and the Franchise Location displaying same and agree that any noncompliance with the terms of this Assignment will cause irreparable damage to the Company and its franchisees. Franchisee and Landlord therefore agree that in the event of any noncompliance with the terms of this Assignment, the Company shall be entitled to seek both permanent and temporary injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.

(b) **Further Acts.** The parties agree to execute such other documents and perform such further, reasonable acts as may be necessary or desirable to carry out the purposes of this Assignment but at no cost to Landlord.

(c) **Heirs and Successors.** This Assignment shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

(d) **Entire Agreement.** This Assignment represents the entire understanding between the parties concerning the assignment of the Lease and supersedes all other negotiations, agreements, representations or covenants, oral or written, except any other agreement executed by the Company, Landlord and Franchisee in connection herewith. This Assignment may not be modified except by a written instrument signed by the party to be charged. The parties intend this Assignment to be the entire integration of all of their agreements in connection herewith. No other agreements, representations, promises, commitments or the like, of any nature, exist between the parties, except as set forth or otherwise referenced herein.

(e) **Waiver.** Failure by any party to enforce any rights under this Assignment shall not be construed as a waiver of such rights. Any waiver, including waiver of default, in any one (1) instance shall not constitute a continuing waiver or a waiver in any other instance.

(f) **Validity.** Any invalidity of any portion of this Assignment shall not affect the validity of the remaining portion and unless substantial performance of this Assignment is frustrated by any such invalidity, this Assignment shall continue in full force and effect.

(g) **Execution by the Company.** This Assignment shall not be binding on the Company unless and until it shall have been accepted and signed by an authorized officer of the Company.

(h) **Conflict of Provisions.** In the event of any conflict between a provision of this Assignment on the one hand, and a provision of the Lease on the other hand, the provision set forth in this Assignment shall control.

(i) **Attorneys' Fees.** If any party commences an action against any other party arising out of or in connection with this Assignment, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit, including costs and fees on appeal.

11. **Intentionally Deleted.**
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this assignment on the day and year first above written.

THE COMPANY: FAJITA PETE'S FRANCHISING LLC, a Texas limited liability company

By: ___________________________
Name: Joey Egua
Title: Managing Member

LANDLORD: CH RETAIL FUND II/CHICAGO WESTLAKE PLAZA, L.L.C., a Delaware limited liability company

By: Retail Managers II, L.L.C., a Texas limited liability company
   its Manager

   By: ___________________________
   Name: Samuel E. Peck
   Title: Vice President

FRANCHISEE: CHICAGO FP1 L.L.C., an Illinois limited liability company dba Fajita Pete's

By: ___________________________
Name: Theodor Wyder
Title: CEO
REQUEST FOR BOARD ACTION

SUBJECT: Ordinance amending the Class U-1 Liquor License – With Love the Elliott's, LLC, dba Griffin's

MEETING DATE: Introduction – June 13, 2023
Adoption – June 27, 2023

FROM: Jeffrey M. Stein, Assistant Village Manager/Corporation Counsel

BUDGET IMPACT: None

Recommended Motion

Move to introduce and subsequently adopt Ordinance No. 2023-O-43 amending the Class U-1 Liquor License.

Background

With Love the Elliotts, LLC dba Griffin’s ("Griffin’s") holds a Class U-1 Liquor License and has requested amendments to expand the permitted hours of sale and remove the cap on the number of people permitted at private events to mirror the related provisions in the Class L Liquor License. Currently, Griffin’s can only hold private events for up to eight patrons on Wednesday through Sunday. This is also the same time in which delivery of the Cocktails can be performed. The Class L License permits the sale of liquor for immediate consumption in the table seating area between the hours of 11 a.m. to 9 p.m. Monday through Thursday, 11 a.m. to 10 p.m. on Friday and Saturday and 12 noon to 7 p.m. on Sunday. There is no cap on the number of patrons permitted for private events.

The requirement that reservations for private events be made 24 hours in advance and kept in a written ledger are remaining in place. Furthermore, the restrictions that only one private event be held within a 24-hour period and only when both the Bottle Shop and Griffin’s businesses are not open to the general public will also remain.

The original Class U Liquor License holder was to operate a business at a location near 4th and Linden, but that operation has never operated. Griffin’s main business operation takes place in the Village's downtown and the hour and capacity limitations that were imposed originally are no longer needed as the secondary impacts to the Village’s downtown differ from those of an operation at 4th and Linden which has a substantially larger residential population.
**Discussion**

The Judiciary Committee reviewed the application at its May 26, 2023 meeting. The applicant’s attorney indicated the applicant is prepared to comply in all respects with the conditions of the amended Class U-1 License. The Committee unanimously recommended that the Village Board approve the amended changes to allow Griffin’s to expand their operation hours and remove the limit on the number of patrons allowed at private events.

**Budget Impact**

No Budget Impact.

**Documents Attached**

1. Ordinance No. 2023-O-43 amending the Class U-1 Liquor License.
2. Letter from Griffin’s requesting amendments to the Class U-1 Liquor License.
ORDINANCE NO. 2023-O-43

AN ORDINANCE AMENDING THE HOURS OF OPERATION AND OCCUPANCY LIMITATIONS OF CLASS U-1 LIQUOR LICENSES
(Class U-1 Griffin’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, With Love the Elliotts, LLC dba Griffin’s (“Applicant”), currently holds and operates under a Class U-1 liquor license, which duplicates a Class U liquor license; and

WHEREAS, Applicant has applied for an amendment to the hours of operation and occupancy limitations of Class U-1 (and by default Class U) liquor licenses; and

WHEREAS, the Applicant is the only holder of a Class U-1 liquor license, and there are no Class U liquor license holders; and

WHEREAS, a Class U liquor license was originally created for a location near 4th and Linden, but that operation has never operated; and

WHEREAS, the Applicant’s main business operation takes place in the Village’s downtown and the hour and capacity limitations that were imposed originally are no longer needed for this classification of license as the secondary impacts to the Village’s downtown of such an operation differ from those of an operation at 4th and Linden which has a substantially larger residential population; and

WHEREAS, the Village Board Judiciary Committee met on May 26, 2023, to review the application and provided a unanimous recommendation of approval to the Village Board in
regards to the requested amendments to the Class U (and in effect the Class U-1) liquor licenses; and

WHEREAS, the Village Board sees fit to amend the Class U liquor licenses regulations as set forth herein.

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 10-9(s), “Classification of licenses and schedule of fees,” by deleting text of said Section 10-9(s) 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 10-9(s) et. seq. “Class U-1 Licenses,” shall hereafter provide as follows:

(s) Class U Licenses, which shall authorize the retail sale of cocktails for consumption off premises and limited tastings of the same cocktails at specially held events.

(1) The Class U License shall authorize the sale of cocktails, for delivery for consumption off the premises.

(a) Cocktails must be filled and bottled on the premises by the licensee. The cocktails shall be filled and bottled in a sealed container and labeled with:

(i) the ingredients of the cocktail; and

(ii) the licensee’s name, state and local liquor license number, the address of the licensee and the licensee’s contact information; and

(iii) the volume of the container, and

(iv) the date in which the container was filled.

The container must have been filled less than 7 days before the date of sale. Any container that has been filled after 7 days shall not be sold for consumption.

(b) Cocktails may only be delivered by the licensee (which shall mean the owner, officer, director, shareholder, or employee of the licensee) as follows:
(i) Cocktails must be bottled and sealed as provided for in this Section; and

(ii) The individual delivering the cocktail must be BASSET trained and shall be 21 years of age or older; and

(iii) The individual receiving the cocktails must be the same individual that placed the order for cocktail delivery. Prior to transferring the cocktail, adequate proof of the name and age of the individual to receive the cocktail must be verified before the cocktail is delivered. If the licensee delivering the cocktail is not able to adequately and safely verify a person's age, the licensee shall cancel the sale of alcohol and return the product to the license holder.

(c) Cocktails may not be delivered by a third party delivery service.

(d) Cocktails may not be sold or delivered to another retail license establishment.

(e) Cocktails may only be delivered in accordance with this Article and with the requirements of Illinois Liquor Control Act.

(2) The Class U License shall authorize the sale of cocktails for consumption on the premises at private events.

(a) The Class U License allows for the sale of cocktails that are created onsite and are otherwise available for delivery for consumption on the premises at a private event as follows:

(i) No more than 8 patrons shall be allowed on premises at a given time; and

(ii) No more than one private event in a 24-hour period; and

(iii) Patrons must make reservations at least 24 hours in advance to the private event beginning. Reservations must be kept by the licensee in a bound book which shall be available for inspection upon the request of the Liquor Control Commissioner; and

(iv) Private events may not be held on Mondays and Tuesdays; and

(v) Private events may not take place when any business at the location is open for business to the general public, begin before 4:00 p.m. or end after 8:00 p.m. on any given day. All patrons must leave the private event location by 8:00 p.m. of the day in which the event is to be held.

(b) The Class U License does not authorize the sale of alcoholic liquor in its original package.
The annual license fee for a Class U License shall be $500.00.

(s-1) Class U-1 Licenses, which shall duplicate Class U Licenses in all regards, except that Class U-1 Licenses shall additionally authorize the off-premises retail sale of cocktails for consumption off-premises and limited tastings of cocktails at the Wilmette French Market.

(1) The Class U-1 License shall authorize the sale of cocktails, for consumption off the premises when sold at the French Market.

(a) Limited tastings may only be given away for the purpose of promoting the sale of cocktails available that day for sale at the French Market. Tastings may not be sold and may only be distributed by an individual that is BASSET trained and 21 years of age or older.

(i) Such tastings shall not exceed one ounce per tasting; and

(ii) Each patron may not receive more than one tasting of each specific varietal or type of cocktail that is being offered for sale at the French Market on that specific day; and

(b) Cocktails shall not be filled and bottled at the Wilmette French Market.

(c) Cocktails may only be sold in a sealed container. Any cocktails in an unsealed, tampered or opened container may not be sold at the Wilmette French Market; and

(d) Cocktails shall only be sold by the licensee (which shall mean the owner, officer, director, shareholder, or employee of the licensee) in the manner and form that Cocktails may otherwise be delivered as authorized for a Class U License.

(2) The outdoor, off premises sales of Cocktails authorized by a Class U-1 license shall not be applied against the limitations of the amount of Class E Licenses that are otherwise allowed to be applied for in a calendar year.

(3) For purposes of this Section only, the term “Wilmette French Market” shall mean the outdoor, open-air market that is held on Saturday from 8:00 a.m. to 1:00 p.m. at 722 Green Bay Road, Wilmette, IL that is authorized by a Market License Agreement in which the Village is the licensor.

(a) The Corporation Counsel is authorized to amend the Class U-1 License to allow a licensee to participate in a similar or like French Market, in a similar or like location should the existing French Market operations be amended or changed.

The annual license fee for a Class U-1 License shall be $1,000.00.

SECTION 4: The Wilmette Village Code, as amended, is further amended in Chapter 10, Liquor Control, Article I, In General, Section 10-21, “Hours of Sale,” by inserting new text in
the manner shown in underlined bold type below, so that said Section 10-21 shall hereafter provide
as follows:

Sec. 10-21. Hours of sale.

(a) Permitted hours of sale. Subject to the provisions of subsections (b) through (d) of
this section, the permitted hours of sale for each class of liquor license shall be as set forth in the
table below.

<table>
<thead>
<tr>
<th>CLASS OF LICENSE</th>
<th>PERMITTED HOURS OF SALE</th>
</tr>
</thead>
</table>
| A, A-1, B, B-1, C, C-1, C-B, C-B-1, D, E, J, K, L, M, N, O, P | Sunday through Thursday: 11:00 a.m. to 12:00 midnight  
Friday, Saturday, and December 31: 11:00 a.m. to 1:00 a.m. |
| B-2 | Sunday through Thursday: 12:00 noon to 10:00 p.m., 11:00 p.m. for private parties.  
Friday, Saturday, and December 31: 12:00 noon to 12:00 midnight |
| F | Sunday through Friday: 8:00 a.m. to 12:00 midnight  
Friday, Saturday, and December 31: 8:00 a.m. to 1:00 a.m. |
| G, H, I | Every Day: 8:00 a.m. to 10:00 p.m. |
| T | Every Day: 1 hour prior to the scheduled time of the first  
motion picture of the day but not earlier than 11:00 a.m. to 12:00 midnight |
| U | Sunday through Thursday: 11:00 a.m. to 12:00 midnight  
Friday, Saturday, and December 31: 11:00 a.m. to 1:00 a.m.  
Wednesday through Sunday: 4:00 p.m. to 8:00 p.m. |
| U-1 | Sunday through Thursday: 11:00 a.m. to 12:00 midnight  
Friday, Saturday, and December 31: 11:00 a.m. to 1:00 a.m.  
Wednesday through Sunday: 4:00 p.m. to 8:00 p.m.  
(on-premises sales for delivery and private events)  
During Wilmette French Market but at no day and time other than Saturdays from 8:00 a.m. to 1:00 p.m. |
All closing times above which are stated in the a.m. shall refer to the early morning of the day following the opening time. For example, when open on Fridays, a Class A licensee must cease selling alcoholic liquor by 1:00 a.m. Saturday morning.

(b) Special hours for the Class NR zoning district. For all liquor licenses held by businesses located within the NR Zoning District, except for Classes D and E, the hours of permitted sale shall be 11:00 a.m. to 11:30 p.m.

(c) Package sales for Class A-1, B-1, C-1 and C-B-1. Notwithstanding the hours of sale set forth above, it shall be unlawful for holders of Class A-1, B-1, C-1 and C-B-1 licenses to sell or offer for sale at retail any alcoholic liquor in original packages for consumption off the premises after 10:00 p.m.

(d) Food sales. Licensed premises may remain open for the sale of food during the hours within which the sale of alcoholic liquor is prohibited, but no alcoholic liquor may be sold to or consumed by the public during such hours.

SECTION 6: 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 7: 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 27th day of June 2023 according to the following roll call vote:

AYES: 

NAYS: 

ABSTAIN: 

ABSENT: 

6
Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 27th day of June 2023.

President of the Village of Wilmette, IL

ATTEST:

Clerk of the Village of Wilmette, IL

Published in Pamphlet Form on June 28, 2023
May 15, 2023

Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Dear Members of the Village Board,

WITH LOVE THE ELLIOTTS d/b/a GRIFFIN’S is requesting amendments to its Class U-1 liquor license. GRIFFIN’S is asking for an extension of permitted hours of sale. Currently, the Class U-1 license permits Private Events to be held from 4:00pm-8:00pm Wednesday through Sunday. GRIFFIN’S is asking for the permitted hours to be the same as a Class L license.

The Class U-1 license allows for private events up to eight (8) patrons. GRIFFIN’S respectfully requests that the Class U-1 license be amended to mirror the Class L language pertaining to events and all of the allowances and restrictions found in the Class L license.

Thank you for your consideration.

Griffin Elliott

[Signature]
The following memo provides an update on business development activities that have taken place over the past quarter.

**Current Conditions**

*Vacancy Rates in Village Business Districts*

The current vacancy rate is 8.23%, which is consistent with the vacancy rate over the past year. The lowest vacancy rate over the past year was in April, when it dropped to 7.75%. With the closing of Char Crews and Rosati’s at Plaza del Lago, the vacancy rate stepped back up to 8.23%. Year over year all of the commercial districts have improved vacancy rates except for Plaza del Lago and Lake & Skokie. Re-tenanting and construction projects in both areas are primary reasons for the increased vacancies which we anticipate being temporary.

Three of the vacant properties have pending leases/transactions, which will help to improve the vacancy rate. The property at 135 Green Bay Road is set to be demolished after many years remaining vacant. This property will be converted into a parking lot to accommodate a new restaurant (Taverna Naxos in the former Firefly space) and other tenants on the south end of Green Bay Road.

While the vacancy rate has remained above 7%, there has been a lot of activity in downtown Wilmette. Since the beginning of 2023, five businesses have opened or announced pending openings in downtown. Three of these businesses have moved from Plaza del Lago which is undergoing a significant restoration, site improvement, and re-tenanting project. Further information about Plaza del Lago is provided below. All five of the businesses are retail tenants including Orvis, Chantilly Lace, Hanig’s, Bleachers Sports, Music, and Framing, and Giggles and Giraffes/La Colonna.
New Business Status
Eight businesses have opened in Wilmette this year and eight businesses are under construction or recently completed construction.

<table>
<thead>
<tr>
<th>Location</th>
<th>Business Name</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1100 Central Ave</td>
<td>The Enclave Coworking</td>
<td>Open</td>
</tr>
<tr>
<td>1139 Greenleaf Ave</td>
<td>Sal’s Pizza</td>
<td>Open</td>
</tr>
<tr>
<td>3538 Lake Ave</td>
<td>North Shore Garage Doors</td>
<td>Open</td>
</tr>
<tr>
<td>1177 Wilmette Ave</td>
<td>Chantilly Lace</td>
<td>Open</td>
</tr>
<tr>
<td>101 Green Bay Rd</td>
<td>Neighborhood Loans</td>
<td>Open</td>
</tr>
<tr>
<td>332 Ridge Rd</td>
<td>Reform PT &amp; Pilates</td>
<td>Open</td>
</tr>
<tr>
<td>1837 Wilmette Ave</td>
<td>Wilmette Gas</td>
<td>Opening soon</td>
</tr>
<tr>
<td>1199 Wilmette Ave</td>
<td>Orvis</td>
<td>Open</td>
</tr>
<tr>
<td>1100 Central Ave</td>
<td>Bleacher Sports Memorabilia</td>
<td>Open</td>
</tr>
<tr>
<td>111 Green Bay Rd</td>
<td>Taverna Naxos</td>
<td>Opening soon, construction</td>
</tr>
<tr>
<td>3217 Lake Ave</td>
<td>ICHI (from the owners of Torino Ramen)</td>
<td>Opening soon, construction</td>
</tr>
<tr>
<td>70 Skokie Blvd</td>
<td>Sakura Dental</td>
<td>Opening soon, construction</td>
</tr>
<tr>
<td>1181 Wilmette Ave</td>
<td>Hanig’s</td>
<td>Opening soon, construction</td>
</tr>
<tr>
<td>1193 Wilmette Ave</td>
<td>Giggles and Giraffes/La Colonna</td>
<td>Opening soon, construction</td>
</tr>
<tr>
<td>708 12th St</td>
<td>Ni’s Kitchen</td>
<td>Opening soon, construction</td>
</tr>
<tr>
<td>505 4th St</td>
<td>Adam Siegel Studio</td>
<td>Waiting for application</td>
</tr>
<tr>
<td>1115 Central Ave</td>
<td>Eva Dean’s</td>
<td>Construction</td>
</tr>
<tr>
<td>3207 Lake Ave</td>
<td>Fajita Pete’s</td>
<td>Permit Review</td>
</tr>
<tr>
<td>279 Green Bay Rd</td>
<td>Geo Style Salon</td>
<td>Waiting for application</td>
</tr>
<tr>
<td>340 4th St</td>
<td>Wayfarer Foundation (non-profit office)</td>
<td>Special Use request 7/5 ZBA, 7/25 VB</td>
</tr>
<tr>
<td>1139 Wilmette Ave</td>
<td>Small Cheval</td>
<td>Special Use request 6/21 ZBA, 7/11 VB</td>
</tr>
<tr>
<td>3232 Lake Ave</td>
<td>Wayfair</td>
<td>Spring 2024 projected opening</td>
</tr>
</tbody>
</table>

Village Efforts
Business Assistance
Part of the success the Village has had at attracting new businesses is reducing the barriers to opening a new business and assisting businesses unfamiliar with zoning, construction, and licensing requirements. The businesses that make Wilmette unique are the small businesses who decide to invest in our community. Those businesses are sometimes first-time entrepreneurs and typically small businesses without internal resources to help guide them through the process of leasing, zoning approvals,
construction, and licensing. Helping to reduce the burden in these areas is a goal of the Village. Some of the ways in which we provide assistance include:

- **Available property listing** – maintain and post a database of all available properties. We typically know of opportunities before they are made public.
- **Outreach to prospective businesses** – we maintain records of all communication with businesses interested in Wilmette and businesses we think would be a good fit. When locations become available we reach out to these businesses.
- **Courtesy Inspections** – provide an inspection of locations with prospective businesses to identify any upgrades that may be needed prior to signing a lease or purchasing a property.

**Summer Events**
The below summer events are sponsored or supported by the Village.

**Music on the Green** – Concerts the third Tuesday of the month at 7:00 pm
- Classical Blast, June 20
- Final Say, July 18
- The Chris Karabas Band, August 15

**Acoustics on the Corner** – Friday and Saturdays
- 6-8 pm, June through September
- Rotating list of musicians

**Wilmette Art Fair** – Saturday, August 5 and Sunday, August 6
- Produced by Amdur Productions in partnership with Village of Wilmette
- Wilmette Avenue and Central Avenue street closures Friday night through Sunday
- 100 art vendors
- 5,000 people per day

**Sidewalk Sale** – Friday, July 14 and Saturday, July 15
- Retail and food vendors
- Streets remaining open
- Entertainment including evening music concert

**Block Party** – Saturday, September 9
- Noon to 10:00 pm
- Music, food, drinks and kids’ activities
- Street closures planned

**Major Developments**

**Wayfair and Edens Plaza**

**Wayfair**
The interior building permit for Wayfair was issued on May 24. Permitting for Wayfair was phased to allow the owner to start work on the project while plans for some components such as interior and site work were further developed and refined. The permit for the core and shell was issued on February 8. These plans were the first to be developed and submitted for permit review. A phased review is not typically done as it extends review...
time and reduces Village resources for other projects, however, given the importance, complexity and scope of the project it was deemed appropriate.

Given this is the first flagship store for Wayfair there were many design choices for the interior that needed to be vetted internally with Wayfair to make sure it was providing the customer experience they intended. They did not have the benefit of relying on a template like many traditional retailers have developed over years of experience. As a result, plans for the interior of the store were being modified up until last month and will likely continue to be modified during construction. These modifications will require resubmittal to the Village for code review prior to construction.

**Edens Plaza**
The Village Board’s approval of Wayfair included the requirement of the shopping center owner to refinish the existing brick on the rest of the Eden’s Plaza so that it blends in with the design for Wayfair. The responsibility of this review was placed on the Appearance Review Commission. The commission met on Monday, June 5 to review the design presentation from WS Development for their plan to stain the brick. The Commission generally liked the pattern of colors that were presented, but wanted more information on the materials used, their durability, and a physical sample to show what the stain would look like on the existing brick. The Commission voted to continue the discussion to an additionally scheduled meeting on June 21 at 4:00 pm, on-site at Eden’s Plaza, to review the samples. At the Commission’s June 21 meeting, they approved the proposed façade improvements and WS Development is now authorized to begin work. Renderings of the façade improvements can be found in the attached materials.

WS Development has additional plans for site lighting, landscaping and minor reconfiguration of the parking lot to improve circulation and reduce pedestrian/traffic conflicts (a traffic study was a requirement of the Wayfair variations previously granted by the Village Board). These changes are being reviewed by the Village’s Engineering consultant and internally with the Site Plan Review Committee. Importantly, WS Development has taken the Village’s concerns regarding pedestrian and vehicular conflicts near the Lake Avenue entrance (in front of Walgreens) seriously and proposed improvements intended to improve the situation. The Appearance Review Commission will consider these improvements on July 10.

**Plaza del Lago**
WS Development purchased Plaza del Lago in 2022 with plans to revitalize the shopping center with building and site improvements and a focus on re-tenanting, particularly as it relates to additional retail. They describe their plans for the shopping center as, “…continue its legacy as a treasured part of the community, offering a refreshed mix of contemporary retailers and services designed to serve the modern, brand-conscious customer.”

In addition to general site improvements and landscaping, which will provide a refreshment of the center, WS is also proposing some façade and interior work to the tower building as well as interior work to the building between CVS and the tower building.
Over the years, the tenant spaces were subdivided haphazardly to accommodate new tenants. The tenant spaces no longer reflect the architecture of the building. WS is proposing to reconfigure the tenant spaces so they align better with the original intent of the architecture. This will improve how the storefronts read from the street and help to better identify the tenants. Such work will require re-subdivision of some tenant spaces and allow WS to add more retailers to the shopping center. WS’s vision also included specialty second floor retail at the tower building and re-imagining of the arcade building which currently houses service businesses.

In recent months several tenants have closed and relocated from Plaza del Lago. As expected, the vacancy rate at Plaza del Lago has increased as a result of pending construction and re-tenanting. Fortunately, some businesses were able to relocate downtown. Other businesses have closed and chose not to relocate in town. Below is a summary of the recent businesses who have left or announced plans to leave:

- Char Crews – consolidated with Hinsdale store
- Rosati’s Pizza – closed due to franchise agreement issues
- Chantilly Lace – relocated to downtown
- Hanig’s – moving to downtown
- Giggles and Giraffes/La Colonna – moving to downtown
- Musick – did not relocate

The vacancies in Plaza del Lago will likely continue until construction at the shopping center is completed, the re-tenanting plan is finalized, and new leases are signed. It is expected that construction will continue through next year with new stores opening in Spring 2025. While the disruption from construction and re-tenanting will be impactful to neighbors, businesses and regular visitors to Plaza del Lago, WS Development is well experienced in this capacity and is highly confident their vision will be realized.

The Village Staff recognizes that significant change such as that which is occurring at Plaza del Lago can be concerning for the community, especially while the final vision is not yet tangible. The Staff has been incredibly impressed by WS’s past successes, professionalism and collaboration over the past two years and creativity at both Edens Plaza and Plaza del Lago. Based on the above, there is a lot of excitement that WS Development can revitalize Plaza del Lago into the regional shopping destination and economic driver of our community that it once was.

**Eva Dean’s**
Upon the Village Board’s approval of the resolution for the license agreement between the Village and Eva Dean’s, the owner has been busily at work finalizing plans and preparing for construction. The Engineering Department has reviewed construction documents for the patio and shared review comments with the owner.

Restaurant and café remodeling is continuing. Façade work was recently initiated. All construction for the restaurant and café is anticipated to be completed in August. A timeline for the patio work will be developed once permits have been issued. The intent
is for the work to be completed by this year. The Village has worked with the restaurant owner to finalize the preferred patio furniture which will cost the Village just under $14,000.

1139 Wilmette Ave (Depot Building) - Small Cheval
A request for a special use to operate a limited-service (Small Cheval) is scheduled for the July 5 Zoning Board meeting. A recommendation would be presented to the Village Board at their July 25 meeting. A sales contract for 1139 Wilmette Avenue has been approved and the sale is pending zoning approval. The sale will allow Depot Nuevo to operate until the end of the summer. Construction and remodeling are anticipated to take place through the winter with an opening in spring.

200 Skokie
The property owner, represented by Marcus Cook has indicated they have a signed lease with McDonald’s and expect them to submit for zoning review in the next few weeks. The proposed site plan has been described as a standalone building with drive-thru. A variation for a drive-thru and a special use for a limited-service restaurant would be required. Additional variations or special use may be required after plans are reviewed. The Zoning Board of Appeals would review those requests. In addition, the Appearance Review Commission would need to review all exterior modifications and signage proposed; such a review would take place if the application is approved by the Village Board.

Depending on when an application is received, it would be reviewed sometime in late summer or early fall at the earliest. The Zoning Board is currently scheduling for cases at the end of September.

Upon learning of the possibility of a McDonald’s drive-thru, the Village Manager’s Office scheduled a meeting in November of 2022 with neighbors to get their initial thoughts. Based on the feedback from the meeting, the Village shared with the property owner and McDonald’s, the challenges of getting neighborhood support, Village Staff support and ultimately Village Board approval. A similar discussion, focusing on the potential adverse impacts of a drive-thru directly adjacent to residential properties, took place between Village Staff and McDonald’s representatives in June 2023.

While the property has remained vacant, several property maintenance issues have arose including overgrown vegetation, trash, vandalism, trespassing, and disrepair of fencing. As a result, a citation was issued and multiple $25,000 judgements have been made against the property owner.

Subsequently, the owner has submitted an application to install new 8.0’ tall fencing along the property line adjacent to the residential properties to the east and north. The fence as proposed would require a height variation (the neighbors have requested the 8.0’ tall fence). This application is scheduled be heard by the Zoning Board of Appeals on July 5, with a recommendation being presented to the Village Board on July 25.
Village Board
Business Development Update

JUNE 27, 2023
Business Development Update

- Vacancy Rates and Health of Business Districts
- New Businesses in Process
- Village Events
- Significant Property Updates
  - Wayfair and Edens Plaza
  - Plaza del Lago
  - 200 Skokie (Bakers Square)
  - 1115 Central (EvaDean’s)
  - 1139 Wilmette (Small Cheval)
# Health of Business Districts

- Commercial vacancy rate at end of May was 8.2% consistent with past year
  - Village Center improved slightly
  - More turnover in Village Center
  - Plaza del Lago vacancies have doubled in last year
  - Ridge vacancies largely inactive (one new business this year)
  - Some activity at Lake & Skokie, but flat vacancy rate

<table>
<thead>
<tr>
<th>Districts</th>
<th>Storefronts</th>
<th>% of Village</th>
<th>Vacancies</th>
<th>% Vacant of District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wilmette &amp; Skokie</td>
<td>3</td>
<td>1%</td>
<td>1</td>
<td>33%</td>
</tr>
<tr>
<td>West Lake Avenue</td>
<td>10</td>
<td>3%</td>
<td>1</td>
<td>10%</td>
</tr>
<tr>
<td>Village Center</td>
<td>136</td>
<td>35%</td>
<td>5</td>
<td>4%</td>
</tr>
<tr>
<td>Skokie &amp; Old Glenview Road</td>
<td>23</td>
<td>6%</td>
<td>1</td>
<td>4%</td>
</tr>
<tr>
<td>Ridge</td>
<td>50</td>
<td>13%</td>
<td>8</td>
<td>16%</td>
</tr>
<tr>
<td>Plaza del Lago &amp; Sheridan Road</td>
<td>41</td>
<td>11%</td>
<td>8</td>
<td>20%</td>
</tr>
<tr>
<td>Linden Square</td>
<td>40</td>
<td>10%</td>
<td>2</td>
<td>5%</td>
</tr>
<tr>
<td>Lake &amp; Skokie</td>
<td>54</td>
<td>14%</td>
<td>5</td>
<td>9%</td>
</tr>
<tr>
<td>Green Bay Road (north and south)</td>
<td>31</td>
<td>8%</td>
<td>3</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Total Storefronts</strong></td>
<td><strong>388</strong></td>
<td><strong>100%</strong></td>
<td><strong>34</strong></td>
<td></td>
</tr>
</tbody>
</table>
Health of Business Districts

- Display of monthly vacancy rate over past five years
- Peak near February of 2021 reflects the impact of pandemic
- Relatively flat trend shows resiliency of Wilmette's businesses
- Despite sustained activity in leasing vacancy rate remains around 8% mark
New and Future Wilmette Businesses

Restaurants
EvaDean’s (Lad & Lassie)
Fajita Pete’s (Westlake Plaza)
Ichi (Westlake Plaza)
Ni’s Kitchen (former Noodle)
Sal’s Pizza (downtown)
Small Cheval (Depot building)
Taverna Naxos (Green Bay)

Retailers
Bleachers Sports (downtown)
Chantilly Lace (relocated to downtown)
Giggles and Giraffes/La Colonna (relocating to downtown)
Hanig’s (relocating to downtown)
Orvis (downtown)
Wayfair (Edens Plaza)

Studios
Adam Siegel Studio (art gallery in Linden Square)
Reform PT & Pilates (Ridge)

Service
Geo Style Salon (CK Nagy’s Hair and Nails)
Sakura Dental (Skokie & Old Glenview)
Wilmette Gas (Ridge)
Village Summer Events

- **Music on the Green**
  - Third Tuesday of the month
  - Classical Blast, Final Say, The Chris Karabas Band
- **Acoustics on the Corner**
  - Fridays and Saturdays, June - September
- **Wilmette Sidewalk Sale**
  - July 14-15, Friday and Saturday
- **Wilmette Art Fair**
  - August 5-6, Saturday and Sunday
  - 100 art vendors and 5,000 people per day expected
- **Block Party**
  - September 9, Saturday
  - Music, food & drink vendors, kids’ activities
  - Street closures planned
Wayfair and Edens Plaza

Conceptual rendering of brick staining and site work
Plaza del Lago
Conceptual rendering of planned façade restoration and landscaping
Significant Property Updates

- **200 Skokie (Bakers Square)**
  - ZBA application for McDonald’s anticipated
  - New building with drive-thru proposed

- **1115 Central (EvaDean’s)**
  - Interior construction anticipated through August
  - Patio plans approved

- **1139 Wilmette (Small Cheval)**
  - ZBA application for special use (limited-service restaurant)
  - Scheduled for July 5 ZBA meeting
  - Any exterior changes will be reviewed by Appearance Review Commission
Date: June 27, 2023

To: Michael Braiman, Village Manager

From: John Adler, Director of Community Development

Subject: Community Partners for Affordable Housing (CPAH) Update

As part of the Planned Unit Development approval for 1210 Central Avenue, Optima provided $1.6 million for the purposes of furthering affordable housing in Wilmette. CPAH was identified as the best partner to accomplish this using the land trust model. At that time CPAH indicated an ability to acquire 14 units that would be maintained as affordable for both rental and purchase and for various incomes. The unit mix and qualifying income as presented to the Village Board during the PUD approval process was:

- Four rental units for households up to 60% AMI
- Five Community Land Trust ownership units for households up to 80% AMI
- Five Community Land Trust ownership units for households up to 120% AMI

Rob Anthony, President of CPAH, will be at the June 27, 2023 Village Board meeting to provide information on CPAH’s progress and answer question from the Board. Mr. Anthony last provided a progress update to the Housing Commission on July 19, 2022, and the Village Board on August 9, 2022. At those meetings Mr. Anthony discussed CPAH’s successes in acquiring properties throughout the Village. He noted that a total of 8 units had already been purchased, consisting of three single family homes, one three-unit building and one two-unit building. The five rental units are within walking distance to the Village Center and Metra station. The Commission was very pleased with CPAH’s progress to date. The properties acquired were as follows:

- 240 Thelin Court, single-family home, for purchase
- 805 Lavergne Avenue, single-family home, for purchase
- 635 LeClaire Avenue, single-family home, for purchase
- 1033 Green Bay Road, three-unit building, for rent
- 178 Prairie Avenue, two-unit building, for rent
Since the last Village Board update many of the dwellings acquired by CPAH have been rented or sold and three additional single-family homes have been acquired. Mr. Anthony will provide more detail on June 27th regarding unit occupancy, new property purchases and property acquisition plans going forward. A copy of Mr. Anthony’s presentation is attached and will be shared with the Housing Commission.
Everyone should have a place to call home.
Wilmette/Optima Affordable Housing Plan

Use Optima’s $1.6 million donation to leverage approximately $1.3 million in additional funding and $1.8 million in sales proceeds to create 14 permanently affordable scattered-site homes in Wilmette (10 ownership, 4 rental) with the following targeted unit mix:

- 3 Single family homes (3bd/2bth) for households earning up to 80% AMI (approx. $74,500)
- 3 Single family homes (3bd/2bth) for households earning up to 120% AMI (approx. $111,840)
- 1 Townhome (3bd/2bth) for households earning up to 80% AMI (approx. $74,500)
- 1 Townhome (3bd/2bth) for households earning up to 120% AMI (approx. $111,840)
- 1 Condominium unit (2bd/1-2bth) for households earning up to 80% AMI (approx. $67,100)
- 1 Condominium unit (2bd/1-2bth) for households earning up to 120% AMI (approx. $100,680)
- 4 Rental apartments/condos (2bd/1bth) for households earning up to 60% AMI (approx. $50,340)
Wilmette/Optima Implementation

Original Proposed Schedule
- Year 1 (2022-2023): 4 units
- Year 2 (2023-2024): 5 units
- Year 3 (2024-2025): 3 units
- Year 4 (2025–2026): 2 units

Progress To Date (significantly ahead of schedule)
- Year 1 (2022-2023): 6 single-family homes and 5 rental units acquired (11 units total)
- Year 2 (2023-2024): 2 condos/townhomes anticipated
- Year 3 (2024-2025): 2 condos/townhomes anticipated
- Year 4 (2025-2026): 0 (project complete)
Lavergne Avenue
LeClaire Avenue
1033 Green Bay Road – 3 rental units
178 Prairie Avenue

- 2 rental units (2bd/1bth each)
- Available now for households <60% AMI
- Approx. $1200 per month
Laramie, Central, & Hibbard

3 single family homes currently being rehabilitated; to be available in late summer
Rob Anthony

847-263-7478 ext 22 (office)

ranthony@cpahousing.org
Meeting Date: June 27, 2023

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 June 27, 2023 Village Board Meeting**

3.13 Adoption of Resolution #2023-R-96 authorizing the Village Manager to execute a contract in the amount not-to-exceed $49,000 with Thomas Engineering Group, LLC, for topographic survey services.

3.14 Adoption of Resolution #2023-R-97 authorizing the Village Manager to execute a contract in the amount not-to-exceed $32,812 with Soil and Material Consultants, Inc., for geotechnical services.

3.15 Adoption of Resolution #2023-R-99 authorizing the Village Manager to execute a contract in the amount not-to-exceed $39,800 with Burns & McDonnell Engineering Company, Inc., for capital infrastructure plan for water transmission mains.

3.16 Adoption of Resolution #2023-R-100 authorizing the Village Manager to execute a contract amendment in the amount not-to-exceed $7,000 with National Power Rodding Corporation, Chicago, Illinois, for catch basin cleaning services.

3.17 Adoption of Resolution #2023-R-101 authorizing the Village Manager to execute a contract with Unique Apparel Solutions per the unit rate schedule for fire department uniforms.
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 23043

For:

Topographic Survey Services For Future Capital Improvement Projects

With:

Thomas Engineering Group, LLC
238 South Kenilworth Avenue
Oak Park, IL 60302

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 Thomas Engineering Group, LLC. 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 Thomas Engineering Group, LLC (“Consultant”) to the Village.

2. This Addendum is made pursuant to the proposal dated June 14, 2023, 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 $49,000.00, 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 July 10, 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.

12. **The Village** must receive a set of draft deliverables no later than 4:00 p.m. local time on September 15, 2023. The Village must receive all final deliverables by 4:00 p.m. local time on September 28, 2023, or within ten (10) 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>Thomas Engineering Group, LLC</td>
<td>Director</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>238 South Kenilworth Avenue</td>
<td>Engineering &amp; Public Works</td>
<td>1200 Wilmette Ave</td>
</tr>
<tr>
<td>Oak Park, IL 60302</td>
<td>1200 Wilmette Avenue</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 $1,000,000.00 (the policy shall include a 'waiver of subrogation'); and,

e. Professional Liability – $1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Consultant under this Agreement and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed $50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

All insurance required herein of Consultant shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Consultant shall require all subcontractors not protected under the Consultant’s policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Consultant. Consultant shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Consultant expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Consultant’s responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Consultant’s insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Consultant’s insurance and shall not contribute with it.

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) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Consultant’s actual or alleged violation of the FOIA or Consultant’s failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Consultant request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as reasonable attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys’ and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Consultant’s request to utilize a lawful exemption to the Village.

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 ______________________, 2023.

_____________________________________
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 ______________________, 2023.

________________________________________  __________________________
Signature                                      Title

________________________________________
Print Name

________________________________________
Print Company Name
ATTACHMENT ONE
REQUEST FOR PROPOSAL No. 23043

TOPOGRAPHIC SURVEY SERVICES FOR 
FUTURE CAPITAL IMPROVEMENT PROJECTS 
https://www.wilmette.com/government/bids-rfps/

Last Date/Time for Questions 06/09/2023
2:00 p.m. local time

Last Addendum Issued 06/12/2023
2:00 p.m. local time

Proposals Due and Opened on DemandStar.com 06/14/2023
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.

Thomas Engineering Group, LLC

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Thomas Engineering Group, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBA:</td>
<td>N/A</td>
</tr>
<tr>
<td>Address:</td>
<td>238 South Kenilworth Avenue</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Oak Park, IL 60302</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Christopher DeYoung</td>
</tr>
<tr>
<td>Phone Numbers:</td>
<td>(855) 533-1700 - main, (708) 254-2948 - survey</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:chrisd@thomas-engineering.com">chrisd@thomas-engineering.com</a></td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.thomas-engineering.com">www.thomas-engineering.com</a></td>
</tr>
<tr>
<td>Federal Employer Identification # (FEIN):</td>
<td>26-1722938</td>
</tr>
<tr>
<td>IL Secretary of State File #:</td>
<td>0241666-2</td>
</tr>
<tr>
<td>IL Department of Employment Security #:</td>
<td>4526629</td>
</tr>
<tr>
<td>IL Department of Revenue Registration #:</td>
<td>4526629</td>
</tr>
<tr>
<td>IL Department of Professional Regulation #:</td>
<td>184.005183-0014</td>
</tr>
</tbody>
</table>

Please include an explanation for any blank or “n/a” responses above.

DBA (Doing Business As) n/a: Thomas Engineering Group, LLC does not operate under a trade name trading name, or any other business name.

Please indicate below how your company heard about this RFP. Select all that apply.

- [ ] Email from the Village of Wilmette
- [x] DemandStar.com
- [ ] Other, ____________________________________________
SUMMARY PROPOSAL SHEET

Thomas Engineering Group, LLC 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>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLEY Subtotal (from Page 09)</td>
<td>$12,957.18</td>
</tr>
<tr>
<td>BRICK Subtotal (from Page 09)</td>
<td>$6,840.36</td>
</tr>
<tr>
<td>ROAD Subtotal (from Page 09)</td>
<td>$23,895.26</td>
</tr>
<tr>
<td>WATER Subtotal (from Page 10)</td>
<td>$4,676.72</td>
</tr>
<tr>
<td><strong>TOTAL SERVICE AMOUNT</strong></td>
<td><strong>$48,999.52</strong></td>
</tr>
</tbody>
</table>

TOTAL SERVICE AMOUNT IN WORDS:

Forty-Eight Thousand Nine Hundred Ninety-Nine Dollars and Fifty-Two 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.
## Estimated Hourly Breakdown

### Alley

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLS Project Manager</td>
<td>8</td>
<td>$181.56</td>
<td>$1,452.48</td>
</tr>
<tr>
<td>Technical Manager</td>
<td>25</td>
<td>$136.44</td>
<td>$3,411.00</td>
</tr>
<tr>
<td>Survey Technician 1</td>
<td>90</td>
<td>$76.58</td>
<td>$6,892.20</td>
</tr>
<tr>
<td>Survey Technician 2</td>
<td>15</td>
<td>$80.10</td>
<td>$1,201.50</td>
</tr>
<tr>
<td>Alley Total</td>
<td>138</td>
<td></td>
<td>$12,957.18</td>
</tr>
</tbody>
</table>

### Brick

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLS Project Manager</td>
<td>4</td>
<td>$181.56</td>
<td>$726.24</td>
</tr>
<tr>
<td>Technical Manager</td>
<td>12</td>
<td>$136.44</td>
<td>$1,637.28</td>
</tr>
<tr>
<td>Survey Technician 1</td>
<td>48</td>
<td>$76.58</td>
<td>$3,675.84</td>
</tr>
<tr>
<td>Survey Technician 2</td>
<td>10</td>
<td>$80.10</td>
<td>$801.00</td>
</tr>
<tr>
<td>Brick Total</td>
<td>74</td>
<td></td>
<td>$6,840.36</td>
</tr>
</tbody>
</table>

### Road

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLS Project Manager</td>
<td>13</td>
<td>$181.56</td>
<td>$2,360.28</td>
</tr>
<tr>
<td>Technical Manager</td>
<td>42</td>
<td>$136.44</td>
<td>$5,730.48</td>
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<tr>
<td>Survey Technician 1</td>
<td>175</td>
<td>$76.58</td>
<td>$13,401.50</td>
</tr>
<tr>
<td>Survey Technician 2</td>
<td>30</td>
<td>$80.10</td>
<td>$2,403.00</td>
</tr>
<tr>
<td>Brick Total</td>
<td>260</td>
<td></td>
<td>$23,895.26</td>
</tr>
</tbody>
</table>

### Water

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLS Project Manager</td>
<td>4</td>
<td>$181.56</td>
<td>$726.24</td>
</tr>
<tr>
<td>Technical Manager</td>
<td>4</td>
<td>$136.44</td>
<td>$545.76</td>
</tr>
<tr>
<td>Survey Technician 1</td>
<td>34</td>
<td>$76.58</td>
<td>$2,603.72</td>
</tr>
<tr>
<td>Survey Technician 2</td>
<td>10</td>
<td>$80.10</td>
<td>$801.00</td>
</tr>
<tr>
<td>Brick Total</td>
<td>52</td>
<td></td>
<td>$4,676.72</td>
</tr>
</tbody>
</table>

| Plat Direct Cost     |       |        | $630.00  |
| Project Total        | 524   |        | $48,999.52 |
## 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>2-04</td>
<td>9th/8th</td>
<td>Greenleaf/Central</td>
<td>492</td>
<td>20</td>
<td>$2,203.57</td>
</tr>
<tr>
<td>2-49</td>
<td>Gregory/Crescent</td>
<td>Woodbine/Broadway</td>
<td>394</td>
<td>20</td>
<td>$1,764.65</td>
</tr>
<tr>
<td>3-30</td>
<td>16th/15th</td>
<td>Washington/Spencer</td>
<td>539</td>
<td>15.5</td>
<td>$2,414.08</td>
</tr>
<tr>
<td>3-43</td>
<td>17th/16th</td>
<td>Central/Highland</td>
<td>542</td>
<td>16</td>
<td>$2,427.51</td>
</tr>
<tr>
<td>3-67</td>
<td>15th/14th</td>
<td>Gregory/Maple</td>
<td>501</td>
<td>20</td>
<td>$2,243.88</td>
</tr>
<tr>
<td>3-73</td>
<td>Isabella/Gregory</td>
<td>16th/Alley</td>
<td>425</td>
<td>16</td>
<td>$1,903.49</td>
</tr>
</tbody>
</table>

Subtotal for ALLEY $12,957.18

### 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>8th St</td>
<td>Forest Ave</td>
<td>Elmwood Ave</td>
<td>481</td>
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<td>Forest Ave</td>
<td>R&amp;R</td>
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Subtotal for BRICK $6,840.36

### ROAD

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<th>Length(^{(1)}) (ft)</th>
<th>ROW(^{(1)}) (ft)</th>
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<td>Romona Rd</td>
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Subtotal for ROAD $23,895.26
RFP No. 23043

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<td>Manor Drive</td>
<td>Lake Avenue</td>
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<td>$4,677.72</td>
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Subtotal for WATER $4,677.72

(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. Six (6) ALLEY locations with total length +/-2,893 feet and varying ROW widths.
   b. Three (3) BRICK locations with total length +/-2,612 feet and varying ROW widths.
   c. Ten (10) ROAD locations with total length +/-9,691 feet and varying ROW widths.
   d. One (1) WATER location with total length +/-1,987 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, ROAD, and WATER 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),
j. Sewer manholes, catch basins, and inlets (annotate all invert and top of frame elevations; the crew shall notify Village staff during the field work if they are unable to open a lid).

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, ROAD, and WATER: 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 the latest version of AutoCAD (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: Label Alley ID Numbers for Alley Name
   m. 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.

RFP Page 12
Village of Wilmette
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).
Topographic Survey Services for Future Capital Improvement Projects
June 14, 2023

Mr. Cliff Ruemmler  
Purchasing Manager  
Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, Illinois 60091

Re: Request for Proposal No. 23043  
Topographic Survey Services for Future Capital Improvement Projects

Dear Mr. Ruemmler:

Thomas Engineering Group, LLC (TEG) respectfully submits this proposal to the Village of Wilmette for consideration to provide topographic survey services for Future Capital Improvement Projects throughout the Village. TEG is currently prequalified by the Illinois Department of Transportation in Special Services – Surveying and has over 15 years of experience as a continuously operating entity engaged in the performance of similar work.

Our proposed team is comprised of experienced professionals with the understanding and familiarity of providing these same services for municipal clients such as the City of West Chicago, City of Aurora, Village of Indian Head Park, Village of Arlington Heights, and the Village of Westmont. Project Manager, Christopher DeYoung, P.E., PLS, has experience preparing topographic surveys for capital improvement projects on a reoccurring basis. Assisting Mr. DeYoung will be James Haitsma, Technical Manager/Lead Survey Technician and Ethan Wrigley, as well as a survey crew of additional technicians as needed.

Along with topographic surveys of roads and alleys, TEG has performed other types of surveys including plats of highway, boundary surveys, ALTA/NSPS Land Title Surveys, easement plats, plats of dedication, and bridge settlement surveys. Our survey crew also supports the needs of TEG’s Construction Management Department with construction layout, verification of contractor layout and documentation of contract quantities. This experience combined with an understanding of the information needed to execute thorough engineering projects ensures a better quality survey for our clients.

JULIE design locate coordination is not included in this RFP. This is an optional service that can be provided for an additional fee upon request. Services would include contacting and coordinating with the various utility companies and plotting the remaining utilities according to their utility atlases.

TEG has performed street topographic surveys and alley topographic surveys for various cities and villages across the Chicagoland area and looks forward to working with the Village of Wilmette. If you have any questions or require additional information, Chris DeYoung can be reached by phone at (708) 254-2948 or by e-mail at chrisd@thomas-engineering.com.

Sincerely,

thomas engineering group, llc

Kevin VanDeWoestyne, P.E., ENV SP  
Municipal Department Head
Thomas Engineering Group, LLC (TEG), founded in 2008, is a professional engineering firm focused on providing survey, planning, design, and construction engineering services to public sector clients. TEG's headquarters is located in Oak Park, with branch offices in Aurora and Oak Brook. After 15 years in business, TEG has grown to over 40 employees across three departments: Municipal, Construction, and Transportation. We have been able to retain forward-thinking engineers and technical staff to provide our clients with unparalleled service and an innovative approach to engineering.

TEG is a Limited Liability Company co-founded and owned by three partners since 2008 (Thomas Gill, III, PE, President; Greg Benske, Principal; Kevin VanDeWoestyne, PE, Principal). TEG executive team also includes Curtis Cornwell, PE, PTOE, Transportation Department Head; and Sujata Banerjee, MBA, Business Manager.

One of TEG's key talents, and a significant contributor to our growth as a firm, is providing quick solutions and turnaround to our municipal clients’ day-to-day engineering needs. This type of work is our firm’s niche. Our staff is adept at pivoting to assist municipalities with tasks or projects that cannot be completed by their current staff due to resource constraints or when outside expertise is required.

TEG's survey crew is equipped with the necessary survey equipment, office equipment, and pertinent computer software necessary to complete any request with efficiency and accuracy. TEG utilizes Global Positioning Systems (GPS) equipment, 3D Laser Scanning equipment, Robotic Total Station equipment, Standard Total Station equipment along with standard optical levels and rods. Our survey technicians understand the limitations and strengths of each piece of equipment which allows them to choose the right equipment for any given situation.

While our planning, design and field experience is substantial, our teams always partner with clients and gather the necessary project context to make the best decisions based on existing conditions. What may have worked well in one particular situation may not in another; we treat each project as an opportunity to learn and innovate through partnering with clients and stakeholders. We are confident in our abilities, knowledge, and resources, and know we will be able to serve your staff in any capacity necessary. TEG will provide the Village with the same dedication to service, expertise, innovation, and value that has enabled us to serve our clients and concurrently grow our company.

**TEG Staff Qualifications: Licenses and Certifications**

| 18 | IL Licensed Professional Engineers | PE |
| 4  | Qualified Construction Stormwater Inspectors | QCSI |
| 2  | Professional Traffic Operations Engineers | PTOE |
| 2  | Certified Floodplain Managers | CFM |
| 2  | Designated Erosion Control Inspectors | DECI |
| 2  | Certified Inspectors of Sediment and Erosion Control | CISEC |
| 2  | ISA Certified Arborists | |
| 2  | Licensed Drone Pilots | |
| 2  | Qualified MS4 LID/Green Infrastructure Inspector | QLIDI |
| 1  | IL Licensed Professional Land Surveyor | PLS |
| 1  | Envision Sustainability Professional | ENV SP |
| 1  | IL Herbicide and Pesticide Applicator | |
# Services Performed In-House

## MUNICIPAL ENGINEERING
- Capital Improvement Planning
- Local Roadway and Street Design
- Pavement Preservation and Maintenance
- Sidewalk Preservation and Maintenance
- Site Development and Drainage
- IDOT, IEPA, and Stormwater Permitting
- Grant Writing/Funding Assistance
- Assistance with CDBG Programming
- STP, LAPP, and ARRA Administration
- Municipal Phase I/II/III Program Management
- Management of MFT Programs
- Street Resurfacing and Reconstruction
- Street Condition Ratings
- Sidewalk Replacement Programs
- Development Plan Review and Inspection
- Crack Filling Programs
- Parking Lot Rehabilitation
- Pedestrian and Bicycle Facilities
- Bike/Multi-use Path Resurfacing and Reconstruction
- Storm Sewer Rehabilitation
- Watermain, Sanitary, and Storm Sewer Design
- Utility Coordination

## SURVEY
- Topographic Survey
- Legal Descriptions
- Plat and Deed Research
- Subdivision and Right-of-Way Survey and Plats
- Section Corner Resets
- Property Boundary Surveys
- Plat of Highways
- ALTA/NSPS Land Title Surveys
- Plats of Easement
- Dedication Plats
- Plats of Vacation
- Construction Layout (Roads, Utilities, Bridges)
- Control Setup
- As-built Surveys

## CONSTRUCTION AND RESIDENT ENGINEERING
- Contract Documentation
- Constructability Review
- Public Relations and Outreach
- Schedule Review
- Construction Oversight and Inspection
- Timely Record Drawing Submittals
- Maintenance of Traffic and Staging
- Project Administration

## TRANSPORTATION PLANNING AND DESIGN
- State-led and locally-led Phase I Studies
- Feasibility Studies/Alternatives Analyses
- Intersection and Interchange Design Studies
- Public Involvement
- Streetscape Planning and Design
- Traffic Engineering

## DRAINAGE AND STORMWATER MANAGEMENT
- Hydrologic and Hydraulic Analyses
- Flood Control Projects
- Water Quality BMPs
- Detention/Retention/Infiltration Design
- LDS and Drainage Tech Memorandums
- Streambank Stabilization and Realignment

## ENVIRONMENTAL
- Tree Surveys/Tree Inventories
- Tree Risk Assessment and Mitigation
- Environmental Survey Requests (ESR)
- Landscape Planting Inspections, Documentation, and Recommendations
- Landscape Maintenance Inspections and Documentation
- Selective Clearing (Removing Invasive Species and Promoting Native and Beneficial Species)
- Erosion and Sediment Control Inspections

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**thomas engineering group, llc**

**service at the highest grade**
## Client List

Below is a list of public clients that TEG has served, or is currently providing services for, through a prime contract.

<table>
<thead>
<tr>
<th>MUNICIPAL</th>
<th>COUNTY</th>
<th>STATE</th>
<th>FEDERAL</th>
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<td>IDOT In-House</td>
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Professional License

State of Illinois

Department of Financial and Professional Regulation
Division of Professional Regulation

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

DESIGN FIRM - LAND SURVEYOR/PROF ENG

THOMAS ENGINEERING GROUP LLC
238 S KENILWORTH AVE SUITE 100
OAK PARK, IL  60302

MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

The official status of this license can be verified at IDFPR.illinois.gov

LICENSE NO.
184.005183-0010
035.003817

EXPIRES:
04/30/2025

17870675

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: 3407422
City Engineering and CIP Planning Services
CITY OF WEST CHICAGO
PHASE I/II/III

PROJECT DESCRIPTION
Thomas Engineering Group (TEG) has served as the City’s Consulting Engineer for various Capital Improvement Programs since March 2008. Annual duties and responsibilities include performing City-wide surveys, traffic reviews, traffic reports, pavement analysis, conditional ratings, and roadway inventory; sidewalk analysis, conditional ratings, and inventory; CIP planning, GIS mapping, design and construction of the City’s street improvement program(s), sidewalk maintenance program, crack sealing program, pavement striping program, curb rehabilitation program, alley maintenance program, and utility replacement programs, utilizing local, MFT, STP and ARRA funds, and DuPage CDBG grant monies.

In addition, applications are routinely submitted for Federal funding resulting in receipt of over $7.5M in Federal funding (i.e., STP, LAPP, LAFO, ARRA, TCM, CDBG, and DCEO), between 2009 and 2020, for the City’s Capital Improvement Projects.

The land surveying performed in West Chicago include design topographic survey for Phase I/II engineering design which includes accurately plotting ROW lines, layout or layout verification during construction, as-built surveys along with any plats needed by the City (Dedication, Easement, Annexation, etc.).

CLIENT INFORMATION
Mehul Patel
Director of Public Works
City of West Chicago
1400 W. Hawthorne Lane
West Chicago, IL 60185
(630) 293-2255

PROJECT INFORMATION
Dates
2008 - Ongoing

Contract Cost
$10,000,000
Village Engineering Services for Capital Improvement Projects
VILLAGE OF INDIAN HEAD PARK
PHASE I/II/III

PROJECT DESCRIPTION
Thomas Engineering Group (TEG) provides comprehensive survey, design, planning, programming, cost estimating, conditional ratings and construction inspection services for all Capital Improvement Programs including roadway resurfacing, roadway repairs and reconstruction, storm water improvements, sanitary sewer rehabilitation, asphalt rejuvenation, sidewalk maintenance, pavement marking, and various infrastructure maintenance projects. TEG provides design topographic survey services for phase I/II engineering roadway design.

TEG also assists the Village Administrator and Water and Public Works Superintendents with implementation of roadway, sewer, and water capital improvement programs, stormwater management studies, geographic information system (GIS) atlases, and annual maintenance programs. Responsibilities also include securing all applicable permits needed from State, Local and Federal agencies including development and reporting for the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Infiltration/Inflow Control Program (IICP).

CLIENT INFORMATION
John DuRocher
Village Administrator
Village of Indian Head Park
201 Acacia Drive
Indian Head Park, IL 60525
(708) 246-3080
jdurocher@indianheadpark-il.gov

PROJECT INFORMATION
Dates
02/2020 - Ongoing
QUALIFICATIONS AND EXPERIENCE

PROJECT DESCRIPTION

This $4M project involved the design and construction of approximately 12,000 linear feet of water main replacement at seven (7) locations throughout the Village. Work included the replacement of existing water main with zinc coated, ductile iron water main by both open cut and directional drilling methods, storm sewer and sanitary sewer replacement with water main quality pipe where necessary, trench backfill, pavement patching, HMA surface course, driveway apron removal and replacement, and landscape restoration. The project included water main replacement at the following locations:

<table>
<thead>
<tr>
<th>Location</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>S. Audrey Lane</td>
<td>750'</td>
</tr>
<tr>
<td>S. Waverly Pl</td>
<td>475'</td>
</tr>
<tr>
<td>W. Pendleton Pl</td>
<td>1,100'</td>
</tr>
<tr>
<td>W. Estates Dr</td>
<td>700'</td>
</tr>
<tr>
<td>Hatlen Ave</td>
<td>1,200'</td>
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<tr>
<td>S. Waverly Ave</td>
<td>1,600'</td>
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<tr>
<td>W. Cottonwood Ln</td>
<td>1,275'</td>
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<tr>
<td>N. Stratton Ln</td>
<td>1,750'</td>
</tr>
<tr>
<td>E. Small Ln</td>
<td>950'</td>
</tr>
<tr>
<td>N. Deneen Ln</td>
<td>600'</td>
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</table>

TEG provided design topographic survey for this water main replacement project.

CLIENT INFORMATION

Casey Botterman
Water and Sewer Superintendent
Village of Mount Prospect
Public Works Department
1700 W. Central Road
Mount Prospect, IL 60056
(847) 870-5640
cbotterman@mountprospect.org

PROJECT INFORMATION

Dates
12/2021 - 11/2022

Contract Cost
$195,000
QUALIFICATIONS AND EXPERIENCE

Danada Square Water Main Replacement Project
CITY OF WHEATON
PHASE II

PROJECT DESCRIPTION
The City of Wheaton hired Thomas Engineering Group (TEG) to perform
topographic survey and design engineering services for the replacement
of approximately 2,700 feet (0.51 miles) of water main in the Danada
Square Shopping Complex and along State Route 56, between Cromwell
Drive and 295 feet west of West Loop Road.

TEG provided utility coordination, acquired permits for construction
from the IEPA, IDOT, and DuPage County Division of Transportation, and
provided bid assistance to the City.

CLIENT INFORMATION
Sarang Lagvankar
Senior Project Engineer
City of Wheaton
303 W Wesley Street
Wheaton, IL 60187
(630) 260-2067
slagvankar@wheaton.il.us

PROJECT INFORMATION
Dates
06/2022 - 12/2022

Contract Cost
$40,000
PROJECT DESCRIPTION

Thomas Engineering Group (TEG) provided a comprehensive analysis of the existing drainage conditions associated with the area known as "45 Acres" and its impacts on downstream properties generally throughout the watershed area of "Basin 1". The study area is located west of Wolf Road and east of Flagg Creek, between Plainfield Road and Joliet Road, which leads to the Flagg Creek tributary. Information obtained from the Comprehensive Stormwater Management Study will be used to educate residents about potential localized flooding conditions and to prioritize future capital improvement projects.

TEG performed a topographical survey of the area to confirm drainage conveyance, depressional storage areas/basins, and the storm sewer drainage system. TEG compared data obtained from its topographical survey to original development plans (circa 1974) and information/records available from the Village. Utilizing data obtained from its topographical survey, TEG developed a stormwater model for the area known as "45 Acres" as necessary to perform a Critical Duration Analysis, which provides stage-storage-discharge information for the "45 Acres", which will provide anticipated flood elevations during various storm events under multiple rainfall intensities and durations.

TEG will utilize the model to develop a list of recommendations for future Capital Improvement Projects to address drainage and flooding conditions modeled and develop a Comprehensive Stormwater Management Report for the Village. GIS was used to map out current storm structures and pipes.
Central Business District Alley Reconstruction Program
VILLAGE OF WESTMONT
PHASE I/II/III

PROJECT DESCRIPTION
Thomas Engineering Group provided planning, design, and construction engineering services for this $1.2M alley reconstruction project. The project replaced the deteriorated, poorly drained alley pavement within the Village’s central business district. Phase I of the project included investigation and alternatives analysis with a specific focus on evaluating green infrastructure and sustainable designs. Based on the alternatives analysis, the Village chose to replace the alleys with a design that included permeable brick pavers over pervious concrete pavement, and provides a new underdrain drainage system with storage under the new alley pavement. The work included permeable brick paver installation, pervious concrete installation, open graded aggregate to create the storage area under the pavement, underdrain drainage system, drainage structures for future storm run-off connections of adjacent properties, new curb & gutter, sidewalk and HMA pavement restoration.

Design and construction responsibilities included stormwater and pavement design, plan drawings and technical specifications development, bid assistance, contract administration, shop drawing review, inspection, documentation, public relations, coordination with Westmont Public Works departments, Downers Grove Sanitary District, and utility companies, and managing staff and budget. This was the first roadway project in Illinois constructed with pervious concrete pavement sub-structure underneath permeable pavers.

TEG currently provides survey, design, and construction engineering services for the Village’s annual alley program, estimated at $7M in construction cost to date.

CLIENT INFORMATION
Amy Ries
Director of Public Works
Village of Westmont
31 W. Quincy Street
Westmont, IL 60559
(630) 981-6289
aries@westmont.il.gov

PROJECT INFORMATION
Dates
04/2015 - Ongoing

Cost
$1,200,000 ($7,000,000 to date)
Mr. DeYoung has been leading the survey department at TEG since 2012. Throughout his 15-year career, Chris has leveraged both his land survey and civil engineering background to gain experience with ALTA/NSPS land title surveys, boundary surveys, design topographic surveys, as-built surveys, plat of highways preparation, utility surveys and inspections, bridge surveys, drainage surveys, floodplain surveys, river surveys.

**Phase I, II and III, City Engineering and CIP Planning Services, City of West Chicago** – Chief Surveyor. TEG provided land surveying services for the City of West Chicago under TEG’s continuing contract. Services include topographic survey for the City’s ongoing street program, sidewalk program, water main and sewer rehabilitation, and lift station rehabilitations. Projects for the City also include Easement Plats, Plats of Vacation, Dedication Plats, and Annexation Plats.

**2018-2021 MFT Survey and Drafting Services, Village of Arlington Heights** – Chief Surveyor. TEG provided land surveying services for the Village’s MFT street reconstruction program. Project included topographic surveying, drafting, and GIS services for over 3 miles of roadway throughout the village per year.

**Phase I, II and III, Village Engineering Services for Capital Improvement Projects, Village of Indian Head Park** – Chief Surveyor. TEG was hired by the Village of Indian Head Park for comprehensive design, planning, programming, cost estimating, conditional ratings and construction inspection services for all Capital Improvement Programs including roadway resurfacing, roadway repairs and reconstruction, storm water improvements, sanitary sewer rehabilitation, asphalt rejuvenation, sidewalk maintenance, pavement marking, and various infrastructure maintenance projects. TEG assists the Village Administrator and Water and Public Works Superintendents with implementation of roadway, sewer, and water capital improvement programs, stormwater management studies, geographic information system (GIS) atlases, and annual maintenance programs. Responsibilities also include securing all applicable permits needed from State, Local and Federal agencies including development and reporting for the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Infiltration/Inflow Control Program (IICP).

**Phase II and III, 2022 Water Main Replacement Project, Village of Mount Prospect** – Chief Surveyor. This $4M project involved the design and construction of approximately 12,000 linear feet of water main replacement at seven (7) locations throughout the Village. Work included the replacement of existing water main with zinc coated, ductile iron water main by both open cut and directional drilling methods, storm sewer and sanitary sewer replacement with water main quality pipe where necessary, trench backfill, pavement patching, HMA surface course, driveway apron removal and replacement, and landscape restoration.

**Phase II and III, 2021 MFT Resurfacing Project, Illinois Department of Transportation and Village of Woodridge** – Chief Surveyor. TEG provided survey, design, and construction engineering services for this $1.6M MFT funded pavement resurfacing and reconstruction project. The total length of the project was 14,643 feet over 19 project locations. The scope of work included HMA Surface Removal, HMA Paving, Sidewalk Repairs, Curb Repairs, Driveway Repairs, Utility Structure Adjustments, Pipe Underdrains, Pavement Markings, and Final Restoration. TEG prepared final plans and MFT specifications and secured IDOT approval. TEG also prepared the ILR10 NPDES permit for pavement reconstruction located in the floodplain.
Mr. Haitsma has over 20 years of experience in municipal infrastructure, transportation design and private development. He has an extensive understanding of site and route surveys for municipal facilities, roads, bridges, and utilities. His responsibilities include drafting, surveying and construction plan set preparation for state highways, bridges, local roads and private development sites. He is familiar with the latest data collection techniques using GPS, Robotic Total stations and 3D laser scanners and is fluent using CAD software such as AutoCAD, MicroStation and GEOPAK.

**Phase I, II and III, City Engineering and CIP Planning Services, City of West Chicago** – Technical Manager/Senior Survey Technician. TEG provides land surveying services for the City of West Chicago under TEG’s continuing contract. Services include topographic survey for the City’s ongoing street program, sidewalk program, water main and sewer rehabilitation, and lift station rehabilitations. Projects for the City also include Easement Plats, Plats of Vacation, Dedication Plats, and Annexation Plats.

**2018-2021 MFT Survey and Drafting Services, Village of Arlington Heights** – Survey/Drafting Technician. TEG provided land surveying services for the Village’s MFT street reconstruction program. Project included topographic surveying, drafting, and GIS services for over 3 miles of roadway throughout the Village per year.

**Phase I, II and III, Village Engineering Services for Capital Improvement Projects, Village of Indian Head Park** – Survey/Drafting Technician. TEG was hired by the Village of Indian Head Park for comprehensive design, planning, programming, cost estimating, conditional ratings and construction inspection services for all Capital Improvement Programs including roadway resurfacing, roadway repairs and reconstruction, storm water improvements, sanitary sewer rehabilitation, asphalt rejuvenation, sidewalk maintenance, pavement marking, and various infrastructure maintenance projects. TEG assists the Village Administrator and Water and Public Works Superintendents with implementation of roadway, sewer, and water capital improvement programs, stormwater management studies, geographic information system (GIS) atlases, and annual maintenance programs. Responsibilities also include securing all applicable permits needed from State, Local and Federal agencies including development and reporting for the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Infiltration/Inflow Control Program (IICP).

**Phase II and III, 2022 Water Main Replacement Project, Village of Mount Prospect** – Technical Manager/Senior Survey Technician. This $4M project involved the design and construction of approximately 12,000 linear feet of water main replacement at seven (7) locations throughout the Village. Work included the replacement of existing water main with zinc coated, ductile iron water main by both open cut and directional drilling methods, storm sewer and sanitary sewer replacement with water main quality pipe where necessary, trench backfill, pavement patching, HMA surface course, driveway apron removal and replacement, and landscape restoration.

**Phase II and III, 2021 MFT Resurfacing Project, Illinois Department of Transportation and Village of Woodridge** – Survey/Drafting Technician. TEG provided survey, design, and construction engineering services for this $1.6M MFT funded pavement resurfacing and reconstruction project. The total length of the project was 14,643 feet over 19 project locations. The scope of work included HMA Surface Removal, HMA Paving, Sidewalk Repairs, Curb Repairs, Driveway Repairs, Utility Structure Adjustments, Pipe Underdrains, Pavement Markings, and Final Restoration. TEG prepared final plans and MFT specifications and secured IDOT approval. TEG also prepared the ILR10 NPDES permit for pavement reconstruction located in the floodplain.
Mr. Wrigley is a land survey technician whose experience includes performing topographic design surveys, drainage surveys, boundary surveys and utility inspections. He also has experience with construction inspection, layout and layout verification. Ethan has a GIS background and is proficient with MicroStation.

**PROJECT TEAM**

**ETHAN WRIGLEY**

**Survey Technician**

**EDUCATION**
University of Illinois at Urbana-Champaign
Champaign, IL
Bachelor of Arts, Urban Studies and Planning

**DRAFTING/ENGINEERING SOFTWARE**
Microstation
GEOPaK
AutoCAD
ArcGIS

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<td><strong>PHASE I, II AND III, CITY ENGINEERING AND CIP PLANNING SERVICES, CITY OF WEST CHICAGO</strong> – Survey Technician. TEG provides land surveying services for the City of West Chicago under TEG’s continuing contract. Services include topographic survey for the City's ongoing street program, sidewalk program, water main and sewer rehabilitation, and lift station rehabilitations. Projects for the City also include Easement Plats, Plats of Vacation, Dedication Plats, and Annexation Plats.</td>
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**PHASE II, 2022 CDBG ROAD PROGRAM, CITY OF WARRENVILLE** – Survey Technician. The City’s 2022 Road Program received $600,000 in CDBG funding administered through the DuPage County Community Development Commission (CDC). This $1M neighborhood investment project included roadway improvements throughout the Summerlakes Square Courts Area of Maplewood Drive, Maplewood Court, Cottonwood Court, Dogwood Court, Lindenwood Drive, Linden Square, Wood Court, and Wildwood Court. The work consisted of asphalt resurfacing, asphalt pavement patching, sidewalk replacement, and curb and gutter replacement. The total length of improvements is approximately 1.2 miles. Phase II professional engineering services included field survey, data collection, analysis of existing conditions, preparation of base maps, utility coordination, determination of plan quantities, development of engineering drawings, preparation of project specifications, preparation of the bid manual, DuPage County coordination, and bid assistance. |

**PHASE II/III, FY23 – FY25 ROAD PROJECTS, CITY OF WOOD DALE** – Survey Technician. TEG was hired by the City of Wood Dale to provide final Phase II design engineering services, bid assistance, and Phase III resident engineering services for the FY23-FY25 Road Projects. Wood Dale unveiled a five-year, $51 million plan to update existing infrastructure beginning in 2023. This assignment covered three years’ worth of City funded roadway resurfacing projects between FY23-FY25. The $5.2 million FY 2023 Street Resurfacing Program consisted of improving approximately 37,500 linear feet of roadway at 35 locations in 2022 and 2023. The professional services began in the spring of 2022 to accommodate final design, advertisement, bidding, and partial construction completion by December 31, 2022. TEG assisted the City in establishing an intergovernmental agreement between Wood Dale and the Village of Bensenville for work outside of the City’s jurisdiction. During the project, the City added approximately 1,610 linear feet of water main installation to the project along Maple Avenue, between Irving Park Road and Stoneham Street. TEG completed the water main design and prepared the IEPA permit application on behalf of the City. |

**PHASE II AND III, 2022 WATER MAIN REPLACEMENT PROJECT, VILLAGE OF MOUNT PROSPECT** – Survey Technician. This $4M project involved the design and construction of approximately 12,000 linear feet of water main replacement at seven (7) locations throughout the Village. Work included the replacement of existing water main with zinc coated, ductile iron water main by both open cut and directional drilling methods, storm sewer and sanitary sewer replacement with water main quality pipe where necessary, trench backfill, pavement patching, HMA surface course, driveway apron removal and replacement, and landscape restoration. |

**PHASE I/II/III, SHORT STREET/OHIO STREET/OHIO COURT RESURFACING PROJECT** – Survey Technician. This $750K federally funded STP resurfacing project, consisted of HMA resurfacing of Short Street from IL Route 53 to Ohio Court, Ohio Court from Short Street to Ohio Street, and Ohio Street from Ohio Court to Yackley Avenue (DuPage CH 40). The total length of the project is 0.81 miles.
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:  ✓ NO ☐ YES (List below)

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

RFP Page 15
Village of Wilmette
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. NONE (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 of Work.

SIGNED AND SWORN THIS _____ DAY OF June, 2023.

Entity Name: Thomas Engineering Group, LLC

Entity Type: (circle one) Individual, d/b/a, Corporation, LLC, LLP, Joint Venture, Partnership, Other

Authorized Signature: ____________________________

Name / Title: (Print) Thomas E. Gill, President

Mailing Address: 238 South Kenilworth Avenue

City/State/Zip: Oak Park, IL 60302

Phone / Email: (708) 533-1700 / tomg@thomas-engineering.com

[Seal]

OFFICIAL SEAL ANGELICA GAL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 04/04/2024

RFP Page 17
Village of Wilmette
CERTIFICATION OF COMPLIANCE

DESCRIPTION: Topographic Survey Services For Capital Improvement Projects

Thomas Engineering Group, LLC, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: (initial all that apply)

PLEASE CHECK ALL APPLICABLE BOXES

☒ BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☒ SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☒ PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☒ EQUAL PAY ACT: Consultants, 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. 23043

a) the dangers of drug abuse in the workplace;
b) the grantee's or Consultant's policy of maintaining drug free workplace;
c) any available drug counseling, rehabilitation, and employee assistance program; and
d) the penalties that may be imposed upon employees for drug violations.

3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.

7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

8) Failure to abide by this certification shall subject the Consultant to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

☐ NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.
EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Consultant’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

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

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

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

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 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: Thomas E. Gill
(Print Name)

d/b/a Thomas Engineering Group, LLC

Business address: 238 South Kenilworth Avenue
Oak Park, IL 60302

Business Phone #: (855) 533-1700

Cell Phone #: (708) 533-1700

E-Mail Address: tomg@thomas-engineering.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](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 from 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 withhold from any payment that may be or become due such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to defective work or work that does not conform to the Contract; damage for which the Consultant is liable; state or local sales, use or excise taxes that may have been paid by Consultant or any of its Subcontractors; any lien or claim of third parties, subcontractors or suppliers regardless of merit; inability of the Consultant to complete the performance of the work; or any other failure by the Consultant to perform any of its obligations under the Contract. The Village shall be entitled to retain all amounts so withheld until the Consultant either performs the outstanding obligation or furnishes security in a form acceptable to the Village for such performance.

e. **Final Payment to Consultant**
   Upon completion of the work and approval by the Village, and upon receipt and approval of all closeout submittals required under the Contract and original final waiver(s) of lien, the Village will pay the Consultant the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Consultant shall completely repaired or replaced, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, or other Village property arising during the performance of the work or incidental thereto caused by Consultant, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Consultant.

   The acceptance by the Consultant of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the Contract. Any payment, final or otherwise, shall not release the Consultant or his sureties from any obligations under the Contract or the performance bond and payment bonds.
ATTACHMENT THREE
LOCATION MAP
Village of Wilmette
Topographic Survey Services
Location Map

ALLEY:
2-04, 2-49, 3-30, 3-43, 3-67, 3-73

BRICK:
8th St (Forest to Elmwood)
11th St (Forest to Elmwood)
Forest Ave (R&R to 11th)

ROAD:
15th St (Isabella to Wilmette)
3rd St (Maple to Linden)
Avondale Ln (End of Pave to Ridge)
Colgate St (Thornwood to Kenilworth)
Lawler Ave (Temple to Lavergne)
Miami Rd (Iroquois to Elmwood)
Pawnee Rd (Lake to Iroquois)
Pawnee Rd (Iroquois to Elmwood)
Ottawa Ln (Cul-de-sac to Blackhawk)
Romona Rd (Cul-de-sac to Cul-de-sac)

WATER:
Manor Dr (Lake to Illinois)

LEGEND:
ALLEY
BRICK
ROAD
WATER
VILLAGE LIMIT

Designed: RK
Date: 05/23/2023
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 23044

For:

Geotechnical Services For Future Capital Improvement Projects

With:

Soil and Material Consultants, Inc.
8 West College Drive, Suite C
Arlington Heights, IL  60004

The 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 Soil and Material Consultants, Inc. Do not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement is to acquire geotechnical services for the locations identified herein (“Geotechnical Services for Future Capital Improvement Projects”) within the Village of Wilmette (“Wilmette”) per the Specification shown in Attachment One (“Attachment One”) and Attachment Two (“Attachment Two”) of this document. The Agreement is for the proposal offered as a proposal by Soil and Material Consultants, Inc. (“Consultant”) to the Village.

2. This Addendum is made pursuant to the proposal dated June 13, 2023, attached as Attachment One. Together this Addendum and Attachment One and Attachment Two shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed $32,812.00, including expenses.

5. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village’s Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village’s Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village’s Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

6. Tax Exempt. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Consultant shall not charge the Village any tax incurred by the Consultant for these services.

7. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One.

8. Coordination of Work. Consultant shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the Work unless otherwise stated.

9. Supervision of Work. Consultant shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Consultant shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Consultant in the completion of the Work.
10. **Quality & 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 July 10, 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. The Village must receive all deliverables by 4:00 p.m. local time on Friday, September 15, 2023. Failure to meet the deadlines in this section will result in a penalty of $100 per working day until the Work is complete.

12. **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.

13. **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.

14. Limitation of Remedy. Village’s liability to Consultant for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

15. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

16. No Collusion. The Consultant represents and certifies that this Contract is made by the Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village’s option, be null and void.

17. Licensure and Compliance with Laws. Consultant represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Consultant shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

18. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Consultant.

19. Assignment. The Contract may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

20. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand
delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or
nationally-recognized private express courier:

Consultant
Soil and Material Consultants, Inc.
8 West College Drive, Suite C
Arlington Heights, IL 60004

Director
Director
with a copy to:
Soil and Material Consultants, Inc.
8 West College Drive, Suite C
Arlington Heights, IL 60004

Director
Director
1200 Wilmette Avenue
Wilmette, IL 60091

Director
Engineering & Public Works
1200 Wilmette Avenue
Wilmette, IL 60091

21. **Binding Effect.** The terms of this Contract shall bind and inure to the benefit of the
parties hereto and their agents, successors, and assigns.

22. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under the Contract
by any person, firm, or corporation other than the Consultant shall be made, or be valid, against the
Village.

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

24. **Illinois Prevailing Wage Act.** All Consultants 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 Consultants 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 Consultant 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 Consultant and subcontractors are responsible for ensuring their understanding and
compliance with all aspects of the IPWA.

Pursuant to the IPWA, the Consultant 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 Consultants 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.

Consultant shall defend and hold harmless the Village, for any claim, suit or action,
including costs of defense, expert witness and attorney fees, either at law, equity or in an
administrative proceeding, arising from any alleged violation of the IPWA. The requirements of this
Section shall survive the termination of the Agreement formed hereunder.
Submission of certified payroll reports to the Village for work performed after April 10, 2020 shall not be considered as compliance with the provisions of the Contract and will no longer be accepted by the Village.

25. 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, 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 $1,000,000.00 (the policy shall include a ‘waiver of subrogation’); and,

e. Professional Liability –$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Consultant under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed $50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

All insurance required herein of Consultant shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Consultant shall require all subcontractors not protected under the Consultant’s policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms
as required herein of Consultant. Consultant shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Consultant expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Consultant’s responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Consultant’s insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Consultant’s insurance and shall not contribute with it.

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) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Consultant’s actual or alleged violation of the FOIA or Consultant’s failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Consultant request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as reasonable attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to,
challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys’ and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Consultant’s request to utilize a lawful exemption to the Village.

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 __________________, 2023.

_____________________________________
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 __________________, 2023.

_____________________________________
Signature Title

______________________________
Print Name

______________________________
Print Company Name
ATTACHMENT ONE
REQUEST FOR PROPOSAL No. 23044

GEOTECHNICAL SERVICES FOR FUTURE CAPITAL IMPROVEMENT PROJECTS

https://www.wilmette.com/government/bids-rfps/

Last Date/Time for Questions 06/09/2023
2:00 p.m. local time

Last Addendum Issued 06/12/2023
2:00 p.m. local time

Proposals Due and Opened on DemandStar.com 06/14/2023
2:00 p.m. local time

ILLINOIS PREVAILING WAGE ACT APPLIES TO THIS WORK

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.

SOIL AND MATERIAL CONSULTANTS, INC.
Company Name (please print)
INSTRUCTIONS TO RESPONDENTS ON COMPLETING FORMS
GEOTECHNICAL SERVICES FOR
FUTURE CAPITAL IMPROVEMENT PROJECTS

PROPOSAL SUBMISSION FORMS, in this order

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>☐</td>
<td>......Proposal Cover Sheet (Page 1 of RFP)</td>
</tr>
<tr>
<td>☐</td>
<td>......This Instructions To Respondents Page</td>
</tr>
<tr>
<td>☐</td>
<td>......Respondent Information Sheet</td>
</tr>
<tr>
<td>☐</td>
<td>......Summary Proposal Sheet w/Detailed Fees Schedule (required)</td>
</tr>
<tr>
<td>☐</td>
<td>......Village Specifications</td>
</tr>
<tr>
<td>☐</td>
<td>......Summary of Qualifications</td>
</tr>
<tr>
<td>☐</td>
<td>......Proposal Exceptions Sheet</td>
</tr>
<tr>
<td>☐</td>
<td>......Proposal Affirmation and Certification Pages (signed)</td>
</tr>
<tr>
<td>☐</td>
<td>......Certification of Compliance (signed)</td>
</tr>
</tbody>
</table>

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:** SOIL AND MATERIAL CONSULTANTS, INC.

**DBA:**

**Address:** 8 WEST COLLEGE DRIVE, SUITE C

**City, State, Zip:** ARLINGTON HEIGHTS, IL 60004

**Contact Name:** THOMAS P. JOHNSON

**Phone Numbers:** 847-870-0544

**Email:** TJOHNSON@SOILANDMATERIALCONSULTANTS.COM

**Website:** SOILANDMATERIALCONSULTANTS.COM

**Federal Employer Identification # (FEIN):** 36-3094075

**IL Secretary of State File #:** 52168384

**IL Department of Employment Security #:** 0709225

**IL Department of Revenue Registration #:** 36.3094075

**IL Department of Professional Regulation #:** 184.000815-0002

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, email from a colleague**

Page 7
Village of Wilmette
SUMMARY PROPOSAL SHEET

Soil and Material Consultants, Inc. 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>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLEY Borings (12)</td>
<td>$6,281.00</td>
</tr>
<tr>
<td>BRICK Borings (10)</td>
<td>$6,981.00</td>
</tr>
<tr>
<td>PARKING LOT Borings</td>
<td>$2,841.00</td>
</tr>
<tr>
<td>ROAD Borings (34)</td>
<td>$12,443.00</td>
</tr>
<tr>
<td>WATER Borings (6)</td>
<td>$4,266.00</td>
</tr>
</tbody>
</table>

**TOTAL SERVICE AMOUNT** $32,812.00

**TOTAL SERVICE AMOUNT IN WORDS:**

Thirty-two thousand eight hundred twelve dollars

**REQUIRED - Detailed Fees Schedule**

Proposals must include an estimated breakdown by labor category per program, with anticipated hours and hourly billing rates for each team member. This information will be required with all pay requests.
SMC Proposal No. 21,060  
Re: Wilmette Request for Proposal No. 23044  
Geotechnical Services for Future Capital Improvement Projects  
Wilmette, Illinois

**ALLEY**

**SCHEDULE OF FEES -- PAVEMENT AND SUBSURFACE SOIL INVESTIGATION**

<table>
<thead>
<tr>
<th>Item</th>
<th>Units</th>
<th>Fee</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FIELD</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boring Layout</td>
<td>hr.</td>
<td>$ 101.00/hr.</td>
<td>$ By Client</td>
</tr>
<tr>
<td>Utility Location</td>
<td>1 hr.</td>
<td>$ 101.00/hr.</td>
<td>$ 101.00</td>
</tr>
<tr>
<td>Mobilization</td>
<td>1</td>
<td>$ 101.00/Lump Sum</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>Drilling (12 at 5.0')</td>
<td>60 ft.</td>
<td>$ 15.00/ft.</td>
<td>$ 900.00</td>
</tr>
<tr>
<td>Split Barrel Sampling</td>
<td>24 ea.</td>
<td>$ 10.00/ea.</td>
<td>$ 240.00</td>
</tr>
<tr>
<td>Pavement Coring</td>
<td>12 ea.</td>
<td>$ 125.00/ea.</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td><strong>LABORATORY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moisture Content</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unit Weight</td>
<td>1</td>
<td>$ Lump Sum</td>
<td>$ 430.00</td>
</tr>
<tr>
<td>Unconfined Compressive Strength</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Hydrometer Analysis</td>
<td>4 ea.</td>
<td>$ 95.00/ea.</td>
<td>$ 380.00</td>
</tr>
<tr>
<td>Atterberg Limits</td>
<td>4 ea.</td>
<td>$ 95.00/ea.</td>
<td>$ 380.00</td>
</tr>
<tr>
<td>pH</td>
<td>24 ea.</td>
<td>$ 20.00/ea.</td>
<td>$ 480.00</td>
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<tr>
<td><strong>REPORT</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Senior Engineer (P.E.)</td>
<td>6 hr.</td>
<td>$ 145.00/hr.</td>
<td>$ 870.00</td>
</tr>
</tbody>
</table>

Estimated Total Cost: $ 6,281.00
SMC Proposal No. 21,060  
Re: Wilmette Request for Proposal No. 23044  
Geotechnical Services for Future Capital Improvement Projects  
Wilmette, Illinois

**BRICK**

**SCHEDULE OF FEES -- PAVEMENT AND SUBSURFACE SOIL INVESTIGATION**

<table>
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<tr>
<th>Item</th>
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<td><strong>FIELD</strong></td>
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<tr>
<td>Boring Layout</td>
<td>hr.</td>
<td>$ 101.00 /hr.</td>
<td>$ By Client</td>
</tr>
<tr>
<td>Utility Location</td>
<td>1 hr.</td>
<td>$ 101.00 /hr.</td>
<td>$ 101.00</td>
</tr>
<tr>
<td>Mobilization</td>
<td>1</td>
<td>$ 101.00 /hr.</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>Drilling (10 at 10.0')</td>
<td>100 ft.</td>
<td>$ 15.00 /ft.</td>
<td>$ 1,500.00</td>
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<tr>
<td>Split Barrel Sampling</td>
<td>40 ea.</td>
<td>$ 10.00 ea.</td>
<td>$ 400.00</td>
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<tr>
<td>Pavement Coring</td>
<td>10 ea.</td>
<td>$ 125.00 ea.</td>
<td>$ 1,250.00</td>
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<td><strong>LABORATORY</strong></td>
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<tr>
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<td>1</td>
<td>$ Lump Sum</td>
<td>$ 700.00</td>
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<td>20 ea.</td>
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Estimated Total Cost: $ 6,981.00
PARKING LOT

SCHEDULE OF FEES -- PAVEMENT AND SUBSURFACE SOIL INVESTIGATION

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<tr>
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<td>1</td>
<td>$101.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Drilling (3 at 10.0')</td>
<td>30 ft.</td>
<td>$15.00/ft.</td>
<td>$450.00</td>
</tr>
<tr>
<td>Split Barrel Sampling</td>
<td>12 ea.</td>
<td>$10.00/ea.</td>
<td>$120.00</td>
</tr>
<tr>
<td>Pavement Coring</td>
<td>3</td>
<td>$125.00/ea.</td>
<td>$375.00</td>
</tr>
<tr>
<td><strong>LABORATORY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moisture Content</td>
<td>1</td>
<td>$101.00</td>
<td>$215.00</td>
</tr>
<tr>
<td>Unit Weight</td>
<td>1</td>
<td>$101.00</td>
<td>$215.00</td>
</tr>
<tr>
<td>Unconfined Compressive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strength</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydrometer Analysis</td>
<td>2</td>
<td>$95.00/ea.</td>
<td>$190.00</td>
</tr>
<tr>
<td>Atterberg Limits</td>
<td>2</td>
<td>$95.00/ea.</td>
<td>$190.00</td>
</tr>
<tr>
<td>pH</td>
<td>6</td>
<td>$20.00/ea.</td>
<td>$120.00</td>
</tr>
<tr>
<td><strong>REPORT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Engineer (P.E.)</td>
<td>4</td>
<td>$145.00/hr.</td>
<td>$580.00</td>
</tr>
</tbody>
</table>

Estimated Total Cost: $2,841.00
SMC Proposal No. 21,060  
Re: Wilmette Request for Proposal No. 23044  
Geotechnical Services for Future Capital Improvement Projects  
Wilmette, Illinois

**ROAD**

**SCHEDULE OF FEES -- PAVEMENT AND SUBSURFACE SOIL INVESTIGATION**

<table>
<thead>
<tr>
<th>Item</th>
<th>Units</th>
<th>Fee</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FIELD</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boring Layout</td>
<td>hr.</td>
<td>$ 101.00/hr.</td>
<td>$ By Client</td>
</tr>
<tr>
<td>Utility Location</td>
<td>3 hr.</td>
<td>$ 101.00/hr.</td>
<td>$ 303.00</td>
</tr>
<tr>
<td>Mobilization</td>
<td>1</td>
<td>$ Lump Sum</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>Drilling (34 at 2.0')</td>
<td>68 ft.</td>
<td>$ 15.00/ft.</td>
<td>$ 1,020.00</td>
</tr>
<tr>
<td>Split Barrel Sampling</td>
<td>34 ea.</td>
<td>$ 10.00 ea.</td>
<td>$ 340.00</td>
</tr>
<tr>
<td>Pavement Coring</td>
<td>34 ea.</td>
<td>$ 125.00 ea.</td>
<td>$ 4,250.00</td>
</tr>
<tr>
<td><strong>LABORATORY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moisture Content</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unit Weight</td>
<td>1</td>
<td>$ Lump Sum</td>
<td>$ 600.00</td>
</tr>
<tr>
<td>Unconfined</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compressive Strength</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydrometer Analysis</td>
<td>7 ea.</td>
<td>$ 95.00 ea.</td>
<td>$ 665.00</td>
</tr>
<tr>
<td>Atterberg Limits</td>
<td>7 ea.</td>
<td>$ 95.00 ea.</td>
<td>$ 665.00</td>
</tr>
<tr>
<td>pH</td>
<td>68 ea.</td>
<td>$ 20.00 ea.</td>
<td>$ 1,360.00</td>
</tr>
<tr>
<td><strong>REPORT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Engineer (P.E.)</td>
<td>12 hr.</td>
<td>$ 145.00/hr.</td>
<td>$ 1,740.00</td>
</tr>
</tbody>
</table>

Estimated Total Cost: $ 12,443.00
SMC Proposal No. 21,060  
Re: Wilmette Request for Proposal No. 23044  
Geotechnical Services for Future Capital Improvement Projects  
Wilmette, Illinois

**WATER**

**SCHEDULE OF FEES -- PAVEMENT AND SUBSURFACE SOIL INVESTIGATION**

<table>
<thead>
<tr>
<th>Item</th>
<th>Units</th>
<th>Fee</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FIELD</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boring Layout</td>
<td>hr.</td>
<td>$101.00/hr.</td>
<td>$ By Client</td>
</tr>
<tr>
<td>Utility Location</td>
<td>1 hr.</td>
<td>$101.00/hr.</td>
<td>$ 101.00</td>
</tr>
<tr>
<td>Mobilization</td>
<td>1</td>
<td>$101.00/Lump Sum</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Drilling (6 at 10.0')</td>
<td>60 ft.</td>
<td>$15.00/ft.</td>
<td>$ 900.00</td>
</tr>
<tr>
<td>Split Barrel Sampling</td>
<td>24 ea.</td>
<td>$10.00/ea.</td>
<td>$ 240.00</td>
</tr>
<tr>
<td>Pavement Coring</td>
<td>6 ea.</td>
<td>$125.00/ea.</td>
<td>$ 750.00</td>
</tr>
<tr>
<td><strong>LABORATORY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moisture Content</td>
<td>1</td>
<td>$Lump Sum</td>
<td>$ 430.00</td>
</tr>
<tr>
<td>Unit Weight</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unconfined Compressive Strength</td>
<td>2 ea.</td>
<td>$95.00/ea.</td>
<td>$ 190.00</td>
</tr>
<tr>
<td>Hydrometer Analysis</td>
<td>2 ea.</td>
<td>$95.00/ea.</td>
<td>$ 190.00</td>
</tr>
<tr>
<td>Atterberg Limits</td>
<td>2 ea.</td>
<td>$20.00/ea.</td>
<td>$ 240.00</td>
</tr>
<tr>
<td>pH</td>
<td>12 ea.</td>
<td>$20.00/ea.</td>
<td>$ 240.00</td>
</tr>
<tr>
<td><strong>REPORT</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Senior Engineer (P.E.)</td>
<td>5 hr.</td>
<td>$145.00/hr.</td>
<td>$ 725.00</td>
</tr>
</tbody>
</table>

Estimated Total Cost: $ 4,266.00
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.

1. General
   a. The Respondent shall be prequalified by the Illinois Department of Transportation (IDOT) in Geotechnical Services relevant to this work.
   b. The Respondent shall furnish all labor, materials, and equipment necessary to perform the work and prepare the reports as described herein.
   c. The Work includes full depth coring of rigid, flexible, and/or composite pavements to determine the pavement thickness.

2. Field Work
   a. The Village will provide an exhibit for each location and mark out boring locations in the field with white paint prior to the commencement of Work.
   b. The Respondent shall contact J.U.L.I.E. (1-800-892-0123 or 811) at least 48 hours prior to the start of work. The Respondent shall report any discrepancies or conflicts to the Village prior to the start of work.
   c. All streets, alleys, and parking lots must remain open to traffic and other services throughout the work. The Respondent will be responsible for providing and maintaining traffic control measures in accordance with the current edition of the MUTCD. The Village will supply “No Parking” signs at no expense to the Respondent. The “No Parking” signs must be posted at least 48-hours in advance of work.
   d. The Respondent is responsible for advancing cores (4-inch diameter) and borings to a:
      i. Depth up to 2 feet below the pavement surface on ROAD (locations identified with an “R”) to obtain the pavement cross section,
      ii. Depth of 5 feet below the pavement surface on ALLEY (locations identified with an ID #) to obtain the pavement cross section and soil boring,
      iii. Depth of 10 feet below the pavement surface on BRICK, PARKING LOT, and WATER (locations identified with an “B”, “P”, or “W”) to obtain the pavement cross section and soil boring.
   e. The Respondent shall collect at least two (2) soil pH samples at each boring location.
   f. The Respondent shall limit operations to the locations identified by the Village. Any damages caused outside of these core/boring limits shall be repaired at the Respondent’s expense. Any damage to public or private underground utilities by this work shall be reviewed on a case-by-case basis.
g. The Respondent is responsible for backfilling and compacting all boring holes. The Respondent shall fill boring holes with bituminous patching material prior to leaving each site. No spoils from the work shall be left on site. The Respondent may request to deliver excess spoils from the work site to the Public Works yard.

3. Reports
   a. The Respondent shall prepare separate reports for each program.
   b. Each report shall be sealed by a licensed Professional Engineer in the State of Illinois.
   c. Each report shall include, but is not limited to, the following:
      i. Exhibits with the identification number and location of each core.
      ii. Names of the crew members.
      iii. Graphic profiles indicate: the depth and material type of each pavement layer in the core (in inches); the depth of reinforcing steel (if any); the depth of aggregate base and sub-base (in inches); the depth of the water table (if visible). Soil boring logs shall include the depth of subgrade (in feet).
      iv. A description of the seasonally high groundwater levels.
      v. Pictures of the pavement cores.
   d. Classify soils using the USCS classification system, visually and manually.
   e. Each report shall include a summary table with the pH values obtained at each location.

4. Locations

<table>
<thead>
<tr>
<th>ALLEY:</th>
<th>No.</th>
<th>Alley ID</th>
<th>Entrances</th>
<th>Between</th>
<th># of Borings</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-04</td>
<td>2-04</td>
<td>9th/8th</td>
<td>Greenleaf/Central</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2-49</td>
<td>2-49</td>
<td>Gregory/Crescent</td>
<td>Woodbine/Broadway</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3-30</td>
<td>3-30</td>
<td>16th/15th</td>
<td>Washington/Spencer</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3-43</td>
<td>3-43</td>
<td>17th/16th</td>
<td>Central/Highland</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3-67</td>
<td>3-67</td>
<td>15th/14th</td>
<td>Gregory/Maple</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3-73</td>
<td>3-73</td>
<td>Isabella/Gregory</td>
<td>16th/Alley</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Total ALLEY Borings:</td>
<td></td>
<td></td>
<td></td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BRICK:</th>
<th>No.</th>
<th>Street</th>
<th>From</th>
<th>To</th>
<th># of Borings</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-1</td>
<td>8th St</td>
<td>Forest Ave</td>
<td>Elmwood Ave</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>B-2</td>
<td>11th St</td>
<td>Forest Ave</td>
<td>Elmwood Ave</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>B-3</td>
<td>Forest Ave</td>
<td>R&amp;R</td>
<td>11th St</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Total BRICK Borings:</td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PARKING LOT:</th>
<th>No.</th>
<th>Name</th>
<th>Entrances</th>
<th>Between</th>
<th># of Borings</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-1</td>
<td>Village Hall Lot</td>
<td>Central/Wilmette</td>
<td>R&amp;R/Village Hall</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Total PARKING LOT Borings:</td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>
### ROAD:

<table>
<thead>
<tr>
<th>No.</th>
<th>Street</th>
<th>From</th>
<th>To</th>
<th># of Borings</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-01</td>
<td>15th St</td>
<td>Isabella St</td>
<td>Wilmette Ave</td>
<td>6</td>
</tr>
<tr>
<td>R-02</td>
<td>3rd St</td>
<td>Maple Ave</td>
<td>Linden Ave</td>
<td>4</td>
</tr>
<tr>
<td>R-03</td>
<td>Avondale Ln</td>
<td>End of Pave</td>
<td>Ridge Rd</td>
<td>2</td>
</tr>
<tr>
<td>R-04</td>
<td>Colgate St</td>
<td>Thornwood Ave</td>
<td>Kenilworth Ave</td>
<td>2</td>
</tr>
<tr>
<td>R-05</td>
<td>Lawler Ave</td>
<td>Temple Ln</td>
<td>Lavergne Ave</td>
<td>9</td>
</tr>
<tr>
<td>R-06</td>
<td>Miami Rd</td>
<td>Iroquois Rd</td>
<td>Elmwood Ave</td>
<td>2</td>
</tr>
<tr>
<td>R-07</td>
<td>Ottawa Ln</td>
<td>Cul-de-sac</td>
<td>Blackhawk Rd</td>
<td>2</td>
</tr>
<tr>
<td>R-08</td>
<td>Pawnee Rd</td>
<td>Lake Ave</td>
<td>Iroquois Rd</td>
<td>2</td>
</tr>
<tr>
<td>R-09</td>
<td>Pawnee Rd</td>
<td>Iroquois Rd</td>
<td>Elmwood Ave</td>
<td>3</td>
</tr>
<tr>
<td>R-10</td>
<td>Romona Rd</td>
<td>Cul-de-sac</td>
<td>Cul-de-sac</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total ROAD Borings: 34</td>
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</tbody>
</table>

### WATER:

<table>
<thead>
<tr>
<th>No.</th>
<th>Street</th>
<th>From</th>
<th>To</th>
<th># of Borings</th>
</tr>
</thead>
<tbody>
<tr>
<td>W-1</td>
<td>Manor Dr</td>
<td>Lake Ave</td>
<td>Illinois Rd</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total WATER Borings: 6</td>
</tr>
</tbody>
</table>
SUMMARY OF QUALIFICATIONS

The Consultant must include a summary of qualifications that relate to the work described herein. The following sections, at a minimum, must be included in the submission:

1. Cover Letter
   a. Include an introduction to the firm, signed by an authorized Principal.
   b. Provide the name and contact information (phone and email) of the official authorized to answer questions regarding the Firm's proposal.

2. Qualifications and Experience
   a. Demonstrate the knowledge and experience necessary to provide geotechnical services.
   b. Describe at least five (05) other contracts of similar scope, size, and discipline to the services described herein. Indicate commencement dates, type of operation, and final outcomes of the work. The contracts must have been carried out within the past five (05) years.
   c. Provide the name, address, and phone number or email of a reference for each of the five (05) projects in section 2.b above.
   d. The Respondent shall detail relevant firm certifications and capabilities. Supporting material shall be made available upon request.

3. Project Team
   a. Identify the professional staff person who would be assigned to the work as your Project Manager.
   b. Provide resumes for all key personnel that highlight their abilities, qualifications, and experience in geotechnical services.
Village of Winnetka RFP No. 23044

To Whom it May Concern:

Soil and Material Consultants, Inc. is submitting a proposal in response to the Village of Winnetka RFP No. 23044 “Geotechnical Services for Future Capital Improvement Projects”.

Since 1981, Soil and Material Consultants, Inc., a Small Business Enterprise, has provided consulting civil engineering services in the soil and construction material fields. Our services have been used by municipal, county, state, federal and other agencies; by engineers, architects, developers, land planners, contractors and builders; by material suppliers, manufacturers, realtors and others.

Our staff averages over 20 years of experience in geotechnical investigations, pavement investigations, construction material testing, material quality control and associated services. We have provided services on more than 12,000 improvements to date. Our staff is trained and equipped to provide quality control, geotechnical, and engineering services to meet our client needs.

Services offered include geotechnical engineering, testing, inspection, and quality control of soils and construction materials. Our staff includes civil engineers, geologists, engineering technicians, supervisory personnel and supporting services. All staff work is completed under the direction of experienced Registered Professional Engineers.

SMC drill rigs are staffed with qualified personnel to obtain subsurface soil and ground water information. We provide detailed pavement and soil investigations with a full-service laboratory providing physical testing of the soil samples. We provide engineering analysis, recommendations, geotechnical and pavement investigation reports, and consultation.

Our laboratory is CCRL, AASHTO and Illinois Department of Transportation accredited to perform geotechnical investigations along with testing and inspection of HMA, PCC, Aggregates and Soils.

We support the industry by our company’s memberships in organizations including: American Society of Testing and Materials, American Society of Civil Engineers, American Public Works Association, National Society of Professional Engineers, and Illinois Society of Professional Engineers. If there are any questions feel free to contact Thomas Johnson at 847-870-0544 or at tjohnson@soilandmaterialconsultants.com

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Thomas P. Johnson, P.E.
President
SOIL AND MATERIAL CONSULTANTS, INC.

WORK EXPERIENCE AND REFERENCES

Village of Wilmette
1200 Wilmette Avenue
Wilmette, Illinois 60091
(847)853-7629
Mr. Ryan Kearney, P.E.,

Project: Road Project

Services Provided: Pavement cores, soil borings, laboratory testing of pavement cores and soils, preparation of summaries of test results, evaluation of field and laboratory data, preparation of geotechnical report with recommendations for roadway reconstruction and subgrade preparation.

Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, Illinois 60089
(847)459-2525
Mr. Kyle Johnson, P.E.,

Project(s): 2019-2021 Pavement and Utility Improvement Projects.

Services Provided: Pavement cores, soil borings, laboratory testing of pavement cores and soils, preparation of summaries of test results, evaluation of field and laboratory data, preparation of geotechnical report with recommendations for roadway reconstruction and subgrade preparation.

Village of Northbrook
655 Huehl Road
Northbrook, Illinois 60062
(847) 272-4711
Mr. Aram Beladi

Project: FY 20/21 Parking Lot Improvements

Services Provided: Pavement cores, laboratory testing of pavement cores, preparation of summaries of test results, evaluation of field and laboratory data, preparation of report with recommendations for parking lot maintenance and rehabilitation and reconstruction.
SOIL AND MATERIAL CONSULTANTS, INC.

WORK EXPERIENCE AND REFERENCES

Village of Plainfield
c/o Baxter & Woodman, Inc.
1549 Bond Street, Suite 103
Naperville, Illinois 60563
(815)459-1260
Mr. Thomas M. Slattery, P.E.,

Project: Old Town Subdivision

Services Provided: Pavement cores, soil borings, laboratory testing of pavement cores and soils, preparation of summaries of test results, evaluation of field and laboratory data, preparation of geotechnical report with recommendations for roadway reconstruction and subgrade preparation.

Village of Mundelein
c/o Gewalt Hamilton & Associates, Inc.
625 Forest Edge Drive
Vernon Hills, Illinois 60061
(847)478-9700
Mr. John R. Briggs, P.E.,

Project: 2020 MFT Program

Services Provided: Pavement cores, laboratory testing of pavement cores, preparation of summaries of test results, evaluation of field and laboratory data, preparation of report with recommendations for parking lot maintenance and rehabilitation and reconstruction.

Village of Gurnee
325 N. O’Plaine Road
Gurnee, Illinois 60031
(847) 623-7658
Mr. David P. DePino

Project: Hunt Club Road Water Main

Services Provided: Performed soil borings, laboratory testing of soils, evaluation of field and laboratory data, preparation of geotechnical report with recommendations for a new water main installation.


**Project Team**

Mr. Thomas P. Johnson will be assigned as the Project Manager. We will also provide staff as deemed appropriate, including the following:

<table>
<thead>
<tr>
<th>Name / Registration Certification / Title</th>
<th>Years of Experience</th>
<th>IDOT / Municipal Project Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas Johnson, P.E. President, Owner</td>
<td>19</td>
<td>Participated in numerous pavement and geotechnical investigations for federally, state and local agency funded maintenance and reconstruction projects. Oversees pavement and geotechnical investigations. Prepares the final geotechnical and pavement investigation reports.</td>
</tr>
<tr>
<td>Reid Steinbach, P.E. Director of Engineering</td>
<td>6</td>
<td>Participated in numerous pavement and geotechnical investigations. Manages construction testing and inspection services, schedules services and reviews field/lab reports.</td>
</tr>
<tr>
<td>Alan Quitman Technician / Driller</td>
<td>1</td>
<td>Proficient in pavement and geotechnical investigations. Laboratory testing, soil inspection, plant and field testing of concrete and bituminous mixtures and associated laboratory testing on municipal projects.</td>
</tr>
<tr>
<td>Denis Bieber Technician / Driller</td>
<td>28</td>
<td>Proficient in pavement and geotechnical investigations. Laboratory testing, soil inspection, plant and field testing of concrete and bituminous mixtures and associated laboratory testing on municipal projects.</td>
</tr>
<tr>
<td>Gerald Lundquist Technician / Driller</td>
<td>20</td>
<td>Proficient in pavement and geotechnical investigations. Laboratory testing, soil inspection, plant and field testing of concrete and bituminous mixtures and associated laboratory testing on municipal projects.</td>
</tr>
<tr>
<td>Chad Storako Technician / Driller</td>
<td>2</td>
<td>Proficient in pavement/geotechnical investigations with experience on various municipal projects.</td>
</tr>
</tbody>
</table>
Position

President of Soil and Material Consultants, Inc.

Education

University of Illinois at Chicago, Illinois
Bachelor of Science in Civil Engineering - 2001

Registered Professional Engineer in the State of Illinois (062-058735)
Attendee at various Professional Engineering and Public Works seminars.

Memberships

American Public Works Association
Illinois Society of Professional Engineers
National Society of Professional Engineers
American Society of Civil Engineers

Experience

April 2010 to Present

Director of Engineering up to November 2014 and President of the corporation since 2012. Responsible for daily operations as well as engineering services, contract administration and supplemental services on over 500 projects a year. Sets scope of services for field geotechnical investigations and laboratory testing. Evaluates soil conditions and authors reports for new improvements. Forensic studies are completed for post-construction problems. Author pavement investigation reports as well as geotechnical reports, including embankment stability analysis. Reviews and comments on evaluations and reports prepared by staff engineers. Radiation Safety Officer, certified in the operation of nuclear density meters for testing soils, aggregates, and bituminous concrete.

Qualified by the Illinois Department of Transportation in the following:
Mixture Aggregate Technician Course – 3 day
Portland Cement Concrete Level I thru Level III
Bituminous Concrete Level I thru Level III
S-33 Geotechnical Field Testing and Inspection
Construction Material Inspection Documentation

2001 to April 2010

Staff Engineer for Soil and Material Consultants, Inc. Provided and directed drilling, inspection and testing services related to soils and construction materials in the field and laboratory. Prepared draft and final engineering reports.

Involved in providing field and laboratory services. Designed and implemented various geotechnical studies and laboratory studies for paving materials and quality control. Scheduled and supervised the work of others while providing engineering oversight and evaluation. Worked on drill rig as operator and soil classifier. Completed laboratory testing supplemental to soil and construction material field services.

Authored and co-authored geotechnical reports for road reconstruction and maintenance, bridge replacements, embankment construction, site development, design of new foundations and other foundation supported improvements.
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, RESPONDENT AFFIRMS THAT IT:

1. Has carefully examined all of the documents included in this RFP, including Addenda Nos. _____ (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 Bond and 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 ___13th___ DAY OF _________ June___, 2023.

Entity Name: SOIL AND MATERIAL CONSULTANTS, INC.

Entity Type: (circle one) Individual, d/b/a, Corporation, LLC, LLP, Joint Venture, Partnership, Other

Authorized Signature:

Name / Title: (Print) THOMAS P. JOHNSON, PRESIDENT

Mailing Address: 8 WEST COLLEGE DRIVE, SUITE C

City/State/Zip: ARLINGTON HEIGHTS, IL 60004

Phone / Email: 847-870-0544 / TJOHNSON@SOILANDMATERIALCONSULTANTS.COM
CERTIFICATION OF COMPLIANCE

DESCRIPTION: Geotechnical Services For Capital Improvement Projects

_, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: (initial all that apply)

Please check all applicable boxes

☑ Barred from Bidding: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☑ Sexual Harassment: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☑ Payment of Taxes: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☑ Equal Pay Act: Consultants, 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:
   a) the dangers of drug abuse in the workplace;
   b) the grantee’s or Consultant’s policy of maintaining drug free workplace;
   c) any available drug counseling, rehabilitation, and employee assistance program; and
   d) the penalties that may be imposed upon employees for drug violations.
3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.

7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

8) Failure to abide by this certification shall subject the Consultant to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

[X] NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys’ fees and costs) arising from or related to any breach of the foregoing representation and warrant.
EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Consultant’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

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

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant’s obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

2) 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.

3) 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.

4) 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.

5) 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.

6) 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.

7) 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.
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: THOMAS P. JOHNSON
(Print Name)

d/b/a SOIL AND MATERIAL CONSULTANTS, INC.

Business address: 8 WEST COLLEGE DRIVE, SUITE C

ARLINGTON HEIGHTS, IL 60004

Business Phone #: 847-870-0544

Cell Phone #: 847-870-0544

E-Mail Address: TJOHNSON@SOILANDMATERIALCONSULTANTS.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](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 withhold from any payment that may be or become due such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to defective work or work that does not conform to the Contract; damage for which the Consultant is liable; state or local sales, use or excise taxes that may have been paid by Consultant or any of its Subcontractors; any lien or claim of third parties, subcontractors or suppliers regardless of merit; inability of the Consultant to complete the performance of the work; or any other failure by the Consultant to perform any of its obligations under the Contract. The Village shall be entitled to retain all amounts so withheld until the Consultant either performs the outstanding obligation or furnishes security in a form acceptable to the Village for such performance.

e. Final Payment to Consultant
Upon completion of the work and approval by the Village, and upon receipt and approval of all closeout submittals required under the Contract and original final waiver(s) of lien, the Village will pay the Consultant the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Consultant shall completely repaired or replaced, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, or other Village property arising during the performance of the work or incidental thereto caused by Consultant, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Consultant.

The acceptance by the Consultant of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the Contract. Any payment, final or otherwise, shall not release the Consultant or his sureties from any obligations under the Contract or the performance bond and payment bonds.
Village of Wilmette
Geotechnical Services
Location Map

ALEY:
2-04, 2-49, 3-30, 3-43, 3-67, 3-73

BRICK:
B-1 8th St (Forest to Elmwood)
B-2 11th St (Forest to Elmwood)
B-3 Forest Ave (R&R to 11th)

PARKING LOT:
P-1 Village Hall Lot

ROAD:
R-01 15th St (Isabella to Wilmette)
R-02 3rd St (Maple to Linden)
R-03 Avondale Ln (End of Pave to Ridge)
R-04 Colgate St (Thornwood to Kentworth)
R-05 Lawler Ave (Temple to Lavergne)
R-06 Miami Rd (Iroquois to Elmwood)
R-07 Pawnee Rd (Lake to Iroquois)
R-08 Pawnee Rd (Iroquois to Elmwood)
R-09 Ottawa Ln (Cul-de-sac to Blackhawk)
R-10 Romona Rd (Cul-de-sac to Cul-de-sac)

WATER:
W-1 Manor Dr (Lake to Illinois)
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 23078

For:

CAPITAL INFRASTRUCTURE PLAN FOR WATER TRANSMISSION MAINS

With:

Burns & McDonnell Engineering Company, Inc.
200 West Adams Street, Suite 2700
Chicago, IL  60606

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 Burns & McDonnell Engineering Company, Inc. Do not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement ("Agreement" or "Contract") is to assist the Village of Wilmette ("Village") in reviewing its current operation and maintenance practices for its pre-stressed concrete pressure pipe ("PCCP") water transmission mains ("WTM") and associated valves, blowoffs and air vents; and develop a capital infrastructure plan ("Plan") with a condition assessment for the WTMs ("Capital Infrastructure Plan for Water Transmission Mains" or "Work") per the Scope of Work in Attachment One ("Attachment One") of this document. The Agreement is for the proposal offered by Burns & McDonnell Engineering Company, Inc. ("Consultant") to the Village.

2. This Addendum is made pursuant to the proposal dated May 02, 2023, attached as Attachment One. Together this Addendum and Attachment One shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into Attachment One and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed $39,800.00, including expenses.

5. Payment. Consultant shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page one (1) of the invoice. Payment of invoices with the Village's Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

6. Tax Exempt. The Village is a tax-exempt municipality. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Consultant shall not charge the Village any tax incurred by the Consultant for these services.

7. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

Consultant agrees to perform no professional services during the term of this Agreement for any person, firm, corporation and/or unit of government for any project or work that may be subject to the Village’s review and/or inspection, to occur or occurring within the corporate limits of the Village without notification to the Village prior to rendering services. Consultant agrees to provide the Village with written notification whenever the Work provided under this Agreement shall require Consultant to review or
inspect work performed by any other person, firm, corporation and/or unit of government for whom Consultant is or has within the previous twelve (12) months provided professional services, or with any of Consultant’s partners or principals have a financial interest.

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.** Consultant 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.** 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.

11. **Quality of the Work.** Consultant shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Consultant performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

12. **Title and Risk of Loss.** Title to the Work shall pass to Village upon completion of the Work and acceptance by the Village. Consultant shall bear all risk of loss until title passes.

13. **Warranties.** Consultant agrees to provide warranty coverage per Attachment One and to cooperate with Village in the event Village makes any warranty claim.

14. **Timing of Work.** No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village.

15. **Limitation of Remedy.** Village’s liability to 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. Consultant’s aggregate liability to the Village for all damages connected with its services for the Project, whether or not covered by Consultant’s insurance, will not exceed $3,000,000.

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>Burns &amp; McDonnell Engineering Company, Inc.</td>
<td>Director Engineering &amp; Public Works</td>
<td>Corporation Counsel Village of Wilmette</td>
</tr>
<tr>
<td>200 West Adams Street, Suite 2700 Chicago, IL 60606</td>
<td>711 Laramie Avenue Wilmette, IL 60091</td>
<td>1200 Wilmette Ave 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, Consultant shall furnish to the Village satisfactory proof of the required
insurance coverage stated below. Such proof shall consist of certificates executed by
the respective insurance companies together with executed copies of an “Additional
Insured Endorsement” provided on standard Insurance Service Office (“ISO”) forms
which shall be made a part hereof. Use of “manuscript” or other non-standardized ISO
forms is not acceptable. Said certificates shall expressly provide that, for the duration of
the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in
coverage or amount. In addition, said certificates shall name the Village and its
Corporate authorities, officers, agents and employees as additional insureds on all
required insurance policies.

Consultant shall procure and maintain without interruption from the time
of the execution of the Contract until final payment, insurance against all claims for
injury to or death of a person or persons or damage to property, which may arise wholly
or in part from the performance of the work hereunder by Consultant or its
subcontractors. The scope of coverage shall be at least as broad as, and shall be in
amounts not less than, the following:

a. Commercial General Liability, $1,000,000 combined single limit per
occurrence for personal bodily injury and property damage. The general
aggregate shall be no less than $2,000,000;
b. Umbrella Coverage, $2,000,000 per occurrence;
c. Business Auto Liability, $1,000,000 combined single limit for bodily injury
and property damage;
d. Workers Compensation – covering all liability of the Consultant arising
under the Worker’s Compensation Act and Workmen’s Occupational
Disease Act; Employers Liability $1,000,000.00 (the policy shall include a
‘waiver of subrogation’); and,
e. Professional Liability –$1,000,000 each claim covering negligent acts,
errors, and omissions in connection with professional services to be
provided by Consultant under this Agreement and providing for
indemnification and defense for injuries arising out of same, with a
deductible not-to-exceed $50,000 without prior written approval. If the
policy is written on a claims-made form, the retroactive date must be
equal to or preceding the effective date of the Agreement. In the event
the policy is cancelled, non-renewed or switched to an occurrence form,
Consultant shall be required to purchase supplemental extending
reporting period coverage for a period of not less than three (3) years.

All insurance required herein of Consultant shall be valid and enforceable
policies, insured by insurers licensed and permitted to do business by the State of
Illinois or surplus line carriers qualified to do business in the State of Illinois. All
insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best
Company.

Consultant shall require all subcontractors not protected under the
Consultant’s policies to take out and maintain insurance of the same nature, in the
same amounts and under the same terms as required herein of Consultant. Consultant
shall confirm subcontractor compliance with the requirements stated herein prior to the
performance of any work by a subcontractor.
Consultant expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Consultant’s responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives, and assigns. Consultant’s insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Consultant’s insurance and shall not contribute with it.

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 thereunder. 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.

Village agrees to indemnify Consultant for damages, costs, and expenses (including reasonable attorney’s fees) but only to the extent caused by the negligent acts, errors or omissions of Village, its officers, directors, shareholders, Contractors, employees, agents, and its consultants. The Village’s indemnification of Consultant shall not exceed $3,000,000.
28. **Data & Document Ownership.** The Village and Consultant expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Consultant in the performance of Consultant's duties under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the Village and shall be provided to the Village by Consultant upon request of the Village, or the suspension or termination of this Agreement so long as the Village has paid all amounts due under the terms of this Agreement.

Notwithstanding the foregoing, upon request of the Village at any time, or the suspension or termination of this Agreement, Consultant shall promptly return to the Village all documents provided to Consultant by the Village during the performance of the Work.

29. **Deliverables.** 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.

30. **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 provided by or provided by Consultant to the Village, without restriction or limitation.

31. 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.

32. **Geographical Information.** All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected, or created by the Consultant in their completion or pursuit of the Contract.

33. **Use of Village’s Name, Employee Name(s), or Image(s).** The Consultant shall not use or permit the use of the Village’s name and/or logo, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.
34. **Non-exclusivity.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

35. **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.

36. **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.

37. **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.

38. **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 work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Consultant and shall be subject to approval by the Village. Consultant shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

   Subcontractors shall be under the sole direction, authority and responsibility of the Consultant and Consultant shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Consultant.

   Consultant shall be fully responsible to the Village for any and all acts and omissions of the Consultant’s suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Consultant.

   Upon receipt of payments from the Village, Consultant shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor, reflecting the percentage actually retained from payments to the Consultant on account
of such subcontractor’s work. Consultant shall require in any contract with subcontractors that each Subcontractor make payments to their subcontractors, vendors, and suppliers in similar manner.

In no case shall the Village’s consent relieve the Consultant from its obligation or change the terms of the contract. At all times the Consultant shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Consultant.

39. Illinois Freedom of Information Act. Consultant agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) days after Village issues notice of such request. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Consultant’s actual or alleged violation of the FOIA or Consultant’s failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Consultant request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant agrees to defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Consultant’s request to utilize a lawful exemption to the Village.

40. 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.

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

*Remainder of Page Intentionally Left Blank*
42. **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 __________________, 2023.

________________________
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 __________________, 2023.

________________________        ____________________
Signature        Position/Title

________________________
Print Name

________________________
Print Company Name
ATTACHMENT ONE

CONSULTANT’S PROPOSAL DATED MAY 02, 2023.
REQUEST FOR PROPOSAL

Village of Wilmette

Capital Infrastructure Plan for Water Transmission Mains

May 11, 2023 | 2:00 PM

Submitted by:
Randy Patchett
Burns & McDonnell
200 W Adams Street, Suite 2700
Chicago, IL 60606
Dear Mr. Ruemmler and Proposal Committee,

The Village of Wilmette (Village) faces challenges common to municipalities across the Midwest: aging infrastructure requiring new investment, owning and operating critical assets with unclassified risks, and rising construction costs. You need a new partner to help you take a fresh look at your entire system and strategically plan for the Village's future. The Village's existing prestressed concrete cylinder pipe (PCCP) water mains are some of the most important assets owned by the Village, and this requires careful analysis and planning to protect these important assets. With a specialization in managing and designing large-diameter PCCP water transmission mains, we are that partner and offer the Village the following benefits:

A capital project delivery perspective and big picture mentality for cost-effective project execution across multi-year programs.

As an integrated firm, we don’t just design water projects – we help you make the most of your existing infrastructure, identifying risk, anticipating future enhancements, and cost-effectively planning and designing improvements. By leveraging a holistic approach to infrastructure improvement, we can help maximize your funds and avoid rework or inefficiency in other parts of your system. Our team will be instrumental in helping the Village plan how these critical assets fit into the big picture of the Village’s future capital improvements program.

Local, technical expertise that will make the Village successful from start to finish.

Our team will be led by project manager Paul St. Aubyn, who brings more than 15 years of Chicagoland experience in large-diameter potable water transmission main condition assessment, planning, design, and construction. He’ll be joined by some of Burns & McDonnell’s top engineering specialists, who have been working on PCCP projects for a combined total of 87 years. Randy Patchett has been performing Owner’s Engineering services for Northwest Suburban Joint Action Water Agency (NSMJAWA) for over 20 years and was instrumental in planning, designing, and constructing the largest PCCP water main project in recent history in the state of Illinois, which included PCCP water transmission main relocation up to 90-inch in diameter. Charles Lawrence has over 42 years of PCCP design, planning, and condition assessment experience on some of the largest and most critical water supply systems in Illinois with large diameter
PCCP water transmission mains, including NSMJAWA, Northwest Water Commission, and DuPage Water Commission. Kyle Lebrasse, our only non-local team member, has performed similar PCCP condition assessments across the country, including 96-inch/108-inch diameter (Houston, Texas) and 42-inch diameter (Westminster, Colorado) PCCP water transmission mains. Our ability to dedicate and provide a local team of experienced PCCP engineers will provide the Village with confidence in the future.

A fresh look that will provide the Village with a road map for the future and insight in managing water system risk.

The Village needs assistance in assessing the risk and planning the future of these critical assets and a fresh look from a firm that can look holistically at the entire Village drinking water system and provide guidance at this critical juncture in the Village’s history. While some previous analysis has been performed on these pipelines, the Village will benefit from a broad review of your entire system. As a new partner for the Village, Burns & McDonnell is eager to collaborate with your team and plan for Wilmette’s best future.

Please don’t hesitate to reach out with questions related to our enclosed proposal. We hope it is just one of many future conversations.

Sincerely,

Paul St. Aubyn, PE
Project Manager
(872) 804-9958 | pdst.aubyn@burnsmcd.com

Randy Patchett, PE
Department Manager
(630) 724-3276 | rpatchett@burnsmcd.com
REQUEST FOR PROPOSAL NO. 23078
CAPITAL INFRASTRUCTURE PLAN FOR WATER TRANSMISSION MAINS
https://www.wilmette.com/purchasing/proposals-rfps/

Last Date/Time for Questions 05/02/2023
2:00 pm local time

Last Addendum Issued 05/04/2023
2:00 pm local time

Proposals Due and Opened on
DemandStar.com 05/11/2023
2:00 pm local time

Week of
Short-list Interviews 05/22/2023

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.

Burns & McDonnell Engineering Company, Inc.

Respondent Company Name (please print)
RESPONDENT INFORMATION SHEET

RFP No. 23078

CAPITAL INFRASTRUCTURE PLAN FOR WATER TRANSMISSION MAINS

Company Name: Burns & McDonnell Engineering Company, Inc.

DBA: Burns & McDonnell

Address: 200 West Adams Street, Suite 2700

City, State, Zip: Chicago, Illinois, 60606

Contact Name: Randy Patchett

Phone Numbers: (630) 724-3276

Email: rpatchett@burnsmcd.com

Website: www.burnsmcd.com

Federal Employer Identification # (FEIN): 43-0956142

IL Secretary of State File #: 5027-910-3

IL Department of Employment Security #: 110040-00

IL Department of Revenue Registration #: 1269-2360

IL Department of Professional Regulation #: 184001310-0006

Please include an explanation for any blank or “n/a” responses above. __________________

Please indicate with an “X” below how your company heard about this RFP. Select all that apply.

Email from the Village  X  DemandStar.com  Other, __________________

The Village is required to make a good faith effort to collect and publish certain demographic information for all vendors and subcontractors doing business with the Village. The Village is now required to report whether the Village’s vendors or subcontractors are a minority, women, or veteran-owned business as defined by the Illinois Public Act 102-0265. In addition, if the vendor or subcontractor is self-certifying, the Village is required to disclose if the business is certified as a small business under Small Business Administration standards.

<table>
<thead>
<tr>
<th>Business Type</th>
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(1) As defined by the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/).

(2) If Certified, provide the name of the certifying organization or state “self-certified”.

Burns & McDonnell
200 West Adams Street, Suite 2700
Chicago, Illinois, 60606
Randy Patchett (630) 724-3276 rpatchett@burnsmcd.com www.burnsmcd.com 43-0956142 5027-910-3 110040-00 1269-2360 184001310-0006

X

Page 6

Village of Wilmette
Burns & McDonnell Engineering Company, Inc. affirms that the fees quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, supervision, overhead expense, profits, appliances, transportation and delivery charges, facilities, licenses, permits and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Scope of Work included herein.

<table>
<thead>
<tr>
<th>Total Hours</th>
<th>Total Professional Fees</th>
<th>Total Expenses</th>
<th>Total Costs</th>
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<tbody>
<tr>
<td>165</td>
<td>39,367</td>
<td>433</td>
<td>39,800</td>
</tr>
</tbody>
</table>

Thirty-nine thousand eight hundred dollars

Total Costs In Words
BACKGROUND & SCOPE OF WORK
With **a combined 87 years of working experience on PCCP projects**, our Burns & McDonnell team has the knowledge and efficiency to successfully develop a condition assessment project to implement for 24” and 36” diameter PCCP potable water transmission mains. Our project team is located here in Illinois. With a majority in close proximity to the Village, it allows for quick access and an understanding of the area. Paul will lead the design team with a focus on **collaboration and engagement with the Village** to offer a fresh perspective on the drinking water system. The Burns & McDonnell team is prepared to tackle this project confirming the water transmission mains are in condition to provide safe drinking water.
About Paul
Paul is a civil and environmental engineer, project manager and project approver with experience in potable water system design and planning, including water distribution system modeling, master plans and studies, process and facility design, water main design and condition assessments. He also has experience designing and planning storm and sanitary sewer collection systems, performing sewer design, sanitary sewer system studies, flooding evaluations and consent orders. He is proficient in numerous computer applications (InfoWater, Bentley WaterGEMS, ArcGIS, AutoCAD Civil 3D and Microstation).

Relevant Experience

**Northwest Water Commission, Northwest Water Commission Pipeline Condition Assessment** // Des Plaines, IL // Paul was on the project engineering team to perform condition assessment and evaluate field investigation options and other strategies for assessing the condition and performance of a critical 60-inch diameter PCCP water transmission main in the northwest suburbs. Project team developed a Phase 1 report, identifying and summarizing various technologies and assessment strategies for further study and analysis of the PCCP water transmission main. Phase 2 work included the development of a hydraulic model to perform surge and transient analysis.

**Condition Assessment Study, DuPage Water Commission** // Elmhurst, IL // Project engineer and deputy project manager for performing a condition assessment of the DuPage Water Commission (DWC) facilities and providing recommendations for capital improvement projects for the next 35 years (2015-2050). Estimated capital improvement funding required and implemented a water rate structure that addresses the needed improvements and reflects a true cost of service model. Project included a condition assessment of approximately 200 miles and the water transmission main system, including PCCP, steel, and ductile iron pipe water mains.

**NSMJAWA Move-Illinois Design and Construction Support** // Elk Grove, IL // Paul served as project manager supporting NSMJAWA with conflicts related to roadway expansion projects proposed by agencies such as the Illinois Department of Transportation (IDOT) and the Illinois Tollway. This included the addition of a cathodic protection system on critical NSMJAWA prestressed concrete pipe (PCCP) water mains along the Tollway.

**NSMJAWA Owner’s Engineering Services** // Elk Grove, IL // Paul serves as project manager and engineer supporting NSMJAWA in managing their water transmission main distribution system, primarily composed of prestressed concrete cylinder pipelines. Tasks include reviewing engineering designs of proposed improvements for work that may impact NSMJAWA infrastructure. Recently, Paul has been providing support to NSMJAWA on the Chicago Department of Aviation I-190 project, which included an alternatives analysis for hot tapping and relocating the 60-inch-diameter PCCP water transmission main located within the pump station yard, as well as NSMJAWA’s 90-inch diameter PCCP water transmission main.
About Randy
Randy is a senior project manager and civil engineer with extensive experience in providing consulting engineering services on water resources projects. Randy’s responsibilities include developing and managing projects involving flood mitigation, stormwater management, streambank stabilization, design and construction support for barge and railroad unloading experience. Randy’s experience includes assisting clients in obtaining and complying with construction and operating permits from the U.S. Army Corps of Engineers, the Illinois DNR and the Metropolitan Water Reclamation District of Greater Chicago for work in designated waters of the state. He has provided similar services at locations throughout the Midwest.

Relevant Experience

**Shreveport Sanitary Sewer Overflow Consent Decree // Shreveport, LA**
Randy served as program delivery manager for design and construction related services for compliance with USEPA Consent Decree, sanitary sewer overflow mitigation, sanitary collection and treatment system projects and water supply, storage and distribution system projects. Led team of diverse business partners and design firms being managed by the Program in the study, design and construction of improvements to the City of Shreveport’s sanitary sewer collection system, wastewater treatment system, water supply, water storage and water treatment system. Projects include sanitary sewers, sanitary lift stations, wet weather holding facilities, wastewater treatment disinfection upgrades, raw water intake structures, water storage facilities, water booster pump stations, water transmission main and water main improvements. Utilized multiple trenchless and conventional pipeline installation technologies.

**NSMJAWA Move-Illinois Design and Construction Support // Elk Grove, IL**
Randy served as project manager supporting NSMJAWA with conflicts related to roadway expansion projects proposed by agencies such as the Illinois Department of Transportation (IDOT) and the Illinois Tollway. NSMJAWA’s system is rated to deliver 98-MGD through 58 miles of transmission main ranging from 90- to 16-inch in diameter. Responsibilities include reviewing agency design plans for potential impacts to the transmission mains and providing mitigation strategies, including protection with concrete slabs, installation of new casing pipes, or relocation of the transmission main. Also responsible for water modeling of the transmission main system to discover potential impacts on system pressures resulting from water main relocations.

**Homewood Water Delivery Progressive Design-Build // Homewood, IL**
Randy served as civil engineer. Progressive Design-Build project to provide necessary services to design and build the infrastructure required to obtain water from Hammond, IN, through a connection with Chicago Heights. The project included design of approximately 2.4 miles of 30-inch-diameter water main, design of a booster pump station and a several million-gallon reservoir, water quality and treatment evaluation, permitting, environmental investigations and a corrosion study.

**I-90 Water Main Relocation // Chicago, IL**
Randy served as project manager. Worked on the design of the relocation of the 90-inch active JAWA water main from its existing location on O’Hare Airport property to a new route that enables the construction of the new north Runway 9L/27R.
About Kyle

Kyle is a civil engineer with experience managing, designing, developing and implementing large-scale infrastructure projects related to raw and potable water. His role includes analysis and development of detailed construction plans for small and large-diameter waterlines, raw water pump stations, and miscellaneous water conveyance projects. He has also served as a project engineer on transient/water hammer modeling, pipeline condition assessments, pipeline rehabilitation projects, as well as a transmission waterline route/feasibility analysis. Kyle also currently sits on the AWWA Stainless Steel Pipe, Gate Valve, and Swing Check Valve Committees.

Relevant Experience

**Westminster Boulevard Raw Water Pipeline Extension & Assessment** // Westminster, CO // Kyle served as project manager for the project design of 2.1 miles of 42-inch diameter waterline. The design includes 2 trenchless installations, tie-ins to existing 36-inch PCCP and 42-inch steel waterlines, and cathodic protection. A route/alignment study was performed analyzing 8 different alignment alternatives and tie-in locations. It was identified the existing 36-inch PCCP and 42-inch steel waterlines may be leaking therefore a leak detection (SmartBall) assessment was performed. Kyle was responsible for the planning, design, permitting, engineering, and technical deliverables related to the condition assessment and waterline extension design. Responsible for the project schedule, budget and client communication.

**102-inch C-System Raw Water Line Emergency Leak Repair and Condition Assessment** // La Porte, TX // Kyle served as lead project engineer performing an emergency manned entry condition assessment of 2,732 feet (0.53 miles) and repair recommendations of the 102-inch leaking raw water line. The C-System conveys raw water approximately ten (10) miles from the Lynchburg Pump Station to the City of Houston (COH) East Water Purification Plant (EWPP) via a direct connection at Plant Number 3. Kyle coordinated hydraulic modeling to simulate a shutdown of the waterline and sequencing of the isolation valves to backfeed the EWPP via a newly constructed Low Lift Pump Station (LLPS) direct connection. 100 MGD of raw water was required at a minimum pressure of 15-20 psi. Coordination of Miller Pipeline was also required to perform WEKOSEAL joint repairs. Worked together with the Client and City of Houston to coordinate the shutdown and performed the manned entry assessment and observation of the internal repairs.

**HP-125, HP-130, & HP-140 96/108-inch B-System Raw Water Line Condition Assessment** // La Porte, TX // Kyle served as lead project engineer performing a manned entry condition assessment of approximately 17,100 feet (3.23 miles) of the 96-inch and 108-inch raw water line. The manned entry assessment was performed, along with a specialty electromagnetic testing (EMT) firm, Pure Technologies (Pure). Coordinated all prep work, hydraulic modeling, and field tasks related to the unmanned assessment and later the dewatering and manned assessment. The results of the PipeDiver were compared to the results of the manned entry EMT tool. The results provided were used to identify if the PipeDiver was a reliable tool for future assessments. Deficiencies were noted in two (2) percent of the joints observed and one and a half (1.5) percent of the pipe sections observed. Valves were also noted which exhibited leaking as well as one joint, which contained an active leak and was repaired with a WekoSeal internal seal.

**HP-130 60-inch Raw Water Line Condition Assessment Pilot** // La Porte, TX // Kyle served as lead project engineer developing a condition assessment prioritization matrix for the entire Coastal Water Authority Trinity Water Conveyance Distribution System (CWA TRWDS) and a schedule to assess the thirty-seven (37) waterline segments within a five (5) year Capital Improvement Plan (CIP). Developed by analyzing, evaluating and cataloging the existing record data for each line segment. The matrix he designed contains numerous variables, such as: diameter, material, age, operating pressure, historical operation and maintenance and cathodic protection history. Each variable was then scored and adjusted with a weighting factor, which was used to calculate a total score for each individual line segment. A pilot assessment was performed, along with a specialty electromagnetic testing (EMT) firm, Pure Technologies (Pure). Completed a manned entry assessment of approximately 8,500 feet (1.6 miles) of the 60-inch raw water line. Assisted with the conclusion to perform an internal repair.

*denotes experience before Burns & McDonnell
About Caleb
Caleb works as a project engineer on water, wastewater and stormwater projects. He has played significant roles in numerous projects in his time with Burns & McDonnell. These projects include water main design, infrastructure studies, site development, stormwater and sanitary system assessment and design and construction management. His experiences have given him valuable knowledge in key aspects of his field. His passion for learning and taking on responsibility makes him a valuable asset to a project team.

Relevant Experience

NSMJAWA Move-Illinois Design and Construction Support // Elk Grove, IL // Caleb worked as a project engineer for the job. His roles included construction services and conflict reviews. He supported NSMJAWA during critical construction periods to assist with pipeline observation and protection. And he has reviewed numerous utility conflicts on behalf of NSMJAWA, providing comments and insight on conflict avoidance measures as well as confirming that pipeline protection measures are accounted for.

Homewood Water Delivery Progressive Design-Build // Homewood, IL // Caleb served as project engineer. Progressive Design-Build project to provide necessary services to design and build the infrastructure required to obtain water from Hammond, IN, through a connection with Chicago Heights. The project included design of approximately 2.4 miles of 30-inch-diameter water main, design of a booster pump station and a several million-gallon reservoir, water quality and treatment evaluation, permitting, environmental investigations and a corrosion study. Aided in design and creation of construction plans and specifications. Supported permitting efforts with several different agencies. Construction observation for pipe installation and pump station construction.

West Pressure Zone Connectivity - Bowes & Highland Transmission Mains // Elgin, IL // Caleb served as project engineer. Design of new water transmission mains connecting various locations in the City’s West Pressure Zone. Project included installation of approximately 12,000 linear feet of new 20- and 24-inch diameter transmission main. Worked on the installation of over 5,500 linear feet of 24-inch water main, over 300 feet of which was installed via jack and bore method beneath an existing railroad. The project included storm sewer removal and replacement as well as bike path removal and replacement. Responsibilities included preparation of bid package, CAD drafting, traffic control design and permitting assistance.

Infrastructure Assessment // Clinton, IN // Caleb worked on a comprehensive condition assessment to enable NeCDRA to understand the cost impact of operating and maintaining the existing infrastructure at this aging facility. The work required the development of a water system management plan, wastewater system management plan, stormwater management plan, rail spur study, transportation feasibility study, telecommunications and electrical infrastructure feasibility study, natural gas management plan and transition plan for the operation and maintenance of existing utilities.
About Charles
Charles Lawrence is a cathodic protection specialist. He is an active member of the National Association of Corrosion Engineers, serving on several Technical Practice Committees, and is recognized as an expert on design of corrosion control methods and systems. He has provided corrosion engineering support for pipeline and water tank cathodic protection systems, including initial testing and recommendations, engineering design, supervision of installation and final systems testing and approval. Also, he serves as vice-chair on task groups which have authored national design standards for galvanic and impressed current cathodic protection of the interior surfaces of water storage tanks. Charles is currently chairing a committee writing a national standard for the protection of structures submerged in fresh water.

Relevant Experience

**Northwest Water Commission Corrosion Study // Des Plaines, IL**
Performed a corrosion study of a portion of the Commission's water distribution system, including PCCP transmission mains. The study identified and delineated two areas of concern for excessive corrosion; one under pavement near the area of previous leaks, and the second at a location with the pipeline at significant depth. Due to the costs of accessing the pipeline at these locations, it was recommended that they be closely monitored rather than excavated for examination and possible repair.

**Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) Cathodic Protection Design // Cook County, IL**
Performed design and contract administration of a corrosion monitoring and mitigation system for the Agency’s sixty-mile PCCP and ductile iron pipeline system. The preliminary studies provided the information to determine where significant potential for corrosion damage had occurred. The project continued into design and construction for corrosion protection in areas designated by the client, including 58 miles of 12- to 90-inch diameter pipeline in high-value areas, O’Hare Airport, and major roadways.

**Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) PCCP Corrosion Study // Cook County, IL**
Pinpointed two anomalies on the agencies twin 30” PCCP mains discovered during semi-annual corrosion surveys. Identified cause of anomalies as stray current from adjacent cathodically protected petroleum products line. Supervised excavation of the anomalies and determined the issue was cable bonds not coated at installation.

**DuPage Water Commission, 75th Street Close-Interval and Two-Cell Survey // Elmhurst, IL**
DWC had experienced some leaks on their relatively new 72” steel transmission main along 75th Street. We performed both a close-interval survey and a two-cell survey with side drains to locate areas of corrosion. A significant number of active corrosion sites were located at multiples of approximately 20 feet. Three locations were selected for excavation. These revealed that pipe joints were not properly wrapped in these locations. Given the number of indications, it was determined that excavating and repairing these defects would be too expensive and placing the pipeline under cathodic protection was recommended.

**Water Distribution System Corrosion Assessment // Rantoul, IL**
Performed evaluation of the water distribution system of the decommissioned Chanute Air Force Base, being transferred from the Federal government to the Village of Rantoul. Performed an external corrosion direct assessment (ECDA) to identify the corrosive condition of the exterior of the distribution piping as part of the asset valuation. Performed several dig-ups to calibrate the ground surface measurements.
QUALIFICATIONS AND EXPERIENCE OF TEAM

At Burns & McDonnell, our engineers, architects, construction professionals, scientists and consultants do more than simply plan, design and construct. With a mission unchanged since 1898 — make our clients successful — our professionals partner with you to solve your toughest challenges efficiently and safely. We bring an ownership mentality and work as an extension of your staff because we are not successful unless and until you are.

In 1898, our first project was a combined water and power plant for the City of Iola, Kansas. By 1924, our two founders served more than 313 clients and designed 232 waterworks, 115 sewer systems and 87 lighting plants. Since then, we have grown to more than 11,000 personnel around the world who bring extensive experience in a wide range of scientific, architectural, engineering and construction disciplines. We have people with the knowledge and background to complete virtually any project and address any challenge — whether known or unforeseen — in a timely, integrated and efficient manner. This translates to project consistency, lower costs and the ability to maintain your project schedule.

WATER SUPPLY & DISTRIBUTION

Municipalities, water districts and private industries are tasked with the continued challenge of expanding water systems to meet ever-increasing demands while maintaining existing aging systems through replacement and rehabilitation. Tackling these challenges is at the core of our experience. We have proven comprehensive technical capabilities to take your water distribution or transmission pipeline, pump station or storage project from conceptual planning, design and construction through system startup. Our diverse team of professional engineers and designers takes on projects of all sizes, whether a small diameter distribution water pipeline or a very large diameter transmission pipeline; a 1.0 million gallon-per-day (MGD) booster pump station or a 100.0-MGD high service pump station; a 1.0-MG storage tank or 20.0-MG clearwell reservoir.

We also complete condition assessments and designs for rehabilitations and retrofits to aging or outdated systems using cutting-edge technology that provides insights into your current systems and potential solutions. We provide you with cost-effective water system designs so that you can meet the needs of your customers now and in the future. Our focus is on identifying your supply, distribution and collection challenges and proposing practical, effective solutions that have passed field tests and been calibrated, modeled, designed and built to exceed expectations.
Burns & McDonnell provided engineering services, including design review, owner’s engineering and construction monitoring to NSMJAWA for the Illinois State Highway Toll Authority (Tollway) “Move Illinois” project. The “Move Illinois” project was a multi-phased project of improvements to Interstate 90 from approximately the City of Rockford to the Kennedy Expressway just east of Illinois 294.

The “Move Illinois” project was designed and constructed in two phases. The first phase included mainline widening from approximately the City of Rockford to the Fox River and was completed in 2014. The second phase included mainline widening from approximately the Fox River to Illinois 294 and was completed in 2017.

The project included the relocation of approximately seven miles of PCCP and ductile iron water main ranging from 16 inches to 90 inches in diameter, two hot taps of existing 90-inch-diameter PCCP, seven connections of new relocated water main to existing water main, design of large diameter temporary bypass piping systems and abandonment of existing systems.

Burns & McDonnell’s responsibilities on this project included attending meetings and working sessions with and on behalf of NSMJAWA, reviewing and developing intergovernmental agreements, developing conceptual designs, reviewing intermediate designs and final designs of proposed Interstate I-90 widening and advanced projects within the limits of the Water Agency’s service area.

Burns & McDonnell also provided hydraulic modeling of NSMJAWA’s 55-mile transmission main system, providing potable water to approximately 500,000 people. Burns & McDonnell also developed design criteria, standards and guidelines for protecting the existing water main and in the design and construction of the relocated water main. Burns & McDonnell developed project schedules and budget controls for NSMJAWA, including developing construction cost estimates. We also provided property acquisition and easement support, including survey and title search.

Services provided during the construction phase include participation in construction meetings, construction monitoring, shop drawing reviews and development of solutions to mitigate conflicts during construction.

Reference
Ramesh Kanapareddy
901 Wellington Avenue
Elk Grove Village, IL 60007
(847) 283-8539 | rkanaparedy@nsmjawa.com

Project Details
Start Date | 2013
End Date | Ongoing
Type of Operation | Drinking Water
Project Experience

WESTMINSTER BOULEVARD RAW WATER PIPELINE EXTENSION & PCCP ASSESSMENT // Westminster, CO

Burns & McDonnell is providing the design, permitting, engineering, easements, as well as, bid and construction phase services for approximately 2.1 miles of 42-inch diameter steel waterline. The design includes 2 trenchless installations (advanced tunnels), tie-ins to existing 36-inch PCCP and 42-inch steel waterlines, and cathodic protection. Prior to detailed engineering, a route/alignment study was performed where our team developed and analyzed 8 different alignment alternatives and tie-in locations. As part of the tie-in location analysis it was identified the existing 36-inch PCCP and 42-inch steel waterlines may be leaking and contain a cathodic protection system passed its useful life. Burns & McDonnell retained Pure Technologies and performed a leak detection (SmartBall) assessment. During the assessment, the team also performed an evaluation of the existing waterline cathodic protection system and appurtenances (such as air valves and isolation valves). Deficiencies noted during the assessment we evaluated based on criticality. Improvements identified during the (PCCP) assessment are being incorporated into the 2.1-mile pipeline extension project package to optimize cost efficiencies.

Reference
Stephanie Bleiker, PE, ENV SP
3031 W 76th Avenue
Westminster, CO 80030
303-658-2174 | sbleiker@cityofwestminster.us

Project Details
Start Date | December 2021
Design End Date | December 2023
Construction End Date | TBD
Type of Operation | Drinking Water

Project Experience

VULNERABLE PIPE IDENTIFICATION AND MITIGATION PLANNING REPORT // Wichita, KS

Wichita, Kansas, owns, operates, and maintains a water distribution system of various materials, including prestressed concrete cylinder pipeline (PCCP). Burns & McDonnell provided engineering services to evaluate and analyze a 42-inch diameter transmission main that experienced a recent break, as well as the entire system. This evaluation included the following:

- Vulnerable Pipe Identification – Identify locations of high-risk PCCP water transmission main, including soil types, operating pressures, etc.
- Vulnerable Pipe Mitigation Planning – Identify pipe assessment and inspection methods available and develop planning level cost estimates for these assessment methods, as well as the cost for replacing and/or rehabilitating vulnerable pipelines
- System Improvement Analysis – Identify network enhancements, including pressure monitoring at critical locations
- Hydraulic Modeling and Transient Analysis
- Identify and recommend operational changes to critical pump station operations

Reference
Debra Ary, P.E.
455 N. Main Street
Wichita, KS 67202
316-268-4614 | dary@wichita.gov

Project Details
Start Date | September 2022
End Date | Ongoing
Type of Operation | Drinking Water

Consistent Project Team!
With the end date of its water supply agreement drawing near, the Village of Homewood, IL, was facing the possibility of increased water supply rates and reduced reliability. After assessing long-term plans, Homewood decided not to re-sign with its current provider. This gave the Village enough time to work out an agreement to receive its treated water from a different provider: Chicago Heights, which gets its water from Hammond, IN.

As part of the transition, Homewood partnered with Burns & McDonnell to **design and construct an 11 MGD booster pump station and nearly 2.5 miles of 30-inch transmission main, using a progressive design-build approach**. The $12.25 million project, the largest public works project in Village history, is expected to be financed within the Village’s existing water fund. Under the progressive design-build delivery framework, the team could more easily facilitate collaboration between the village, designer and contractor at the earliest possible stages of the project. This collaborative approach allowed the design to progress with input from all project stakeholders. As the design evolved, our team was able to make design decisions within the context of the capital budget and life cycle cost, maximizing the value of the project and meeting the Village’s cost and schedule goals.

To begin this project, our team completed soil borings, surveys, wetland analysis and hydraulic and geotechnical analyses of the transmission main route. We have continually coordinated with the Illinois Department of Transportation, Cook County, the U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, the Village of Thornton, the City of Chicago Heights and the Illinois Environmental Protection Agency to discuss permitting and easement requirements. Our team also led the corrosion control study to mitigate the risk of corrosion within water service lines to maintain clean/safe water standards for the community.

Throughout the design-build project, our team worked to keep costs at a minimum by presenting the Village with a number of value engineering ideas.

The three-year project reached substantial completion in the summer of 2022 and was constructed on time and on budget amid a pandemic.

To achieve this, the project team collaborated closely with Homewood Public Works leadership and stakeholders in the region throughout the duration of the project, from the planning stage through construction and startup. The team hosted public meetings, stakeholder meetings and weekly client meetings and provided public relations assistance and coordination with permitting agencies.
Like many communities nationwide, the City of Shreveport, Louisiana, has a legacy network of sanitary sewer infrastructure that can sometimes overflow and spill untreated waste into area waterways during periods of wet weather. Facing an imminent 2026 deadline to comply with a federal consent decree to eliminate these overflows and program costs which have increased significantly during early implementation years, the City of Shreveport, Louisiana, has turned to a new team to assist in recalibrating this comprehensive capital program.

With entry of the Burns & McDonnell program management team earlier in 2019, a lean and flexible project approach is being rapidly deployed that will first focus on building a collaborative, communications and team-building approach between City staff, the program team and local design and construction firms. This approach is followed with a change in decision-making priorities to focus not just Consent Decree deadlines, but also the long-term viability of the utility and the needs of the community. A key element of the program will include discussions with federal and state authorities about some of the initial mandatory deadlines. The consent decree agreement was reached with the City of Shreveport in 2012.

Though the initial program was estimated at $350 million, several factors have raised that projected total. The challenge for the program management team will be to implement a portfolio of solutions that can be easily replicated across numerous basins throughout the City. Paired with other priorities for the program will be reinvestment in community assets, application of smart sewer technologies, improved local workforce development and optimized utility operations and capital delivery processes. This flexible and adaptive approach will remain focused on continual efficiencies that can reduce many aspects of the City’s overall obligation. Successful programs follow a clear vision and build a framework for repeatable, sustained success in project delivery.

With the Shreveport program quickly advancing, there will be no time for typical program ramp up. Burns & McDonnell, along with its local partners, Bonton Associates, Sustainable Engineering and Envision Communications, are implementing a Quick Start Approach, drawing from proven program success across the country to quickly evaluate program structure, bid packages, data systems, and consent decree modifications.
PROPOSED SERVICES

The Village is interested in having engineering services performed to review its current operation and maintenance procedures and develop a condition assessment program that it can implement for its existing 24” and 36” diameter PCCP potable water transmission mains. Based on discussions with representatives of the Village, the project will include:

- Review of existing available information from the Village regarding the PCCP transmission mains
- Identification and evaluation of technologies for assessing the condition of the PCCP transmission mains
- Development of a Condition Assessment Plan for the PCCP transmission mains

1 TASK 1: PROJECT KICK-OFF MEETING AND DOCUMENT REVIEW

Burns & McDonnell will coordinate and participate in a project kick-off meeting with the Village. This meeting will be held at the Village and will include the following:

- Review of project goals and objectives
- Confirmation of project scope
- Discussion of current operation and maintenance of the transmission mains by the Village
- Outline of project deliverables
- Review of project schedule
- Establishing project lines-of-communication

Prior to the kick-off meeting, Burns & McDonnell will complete a review of existing information already received from the Village, develop and submit to the Village a request for additional information anticipated to be needed for completion of the project and prepare a list of condition assessment technologies to be discussed at the meeting.

The kick-off meeting will be held within 14 calendar days of receipt of a signed copy of this proposal which will serve as the notice to proceed on the project.
TASK 2: CONDITION ASSESSMENT WORK PLAN

Following the kick-off meeting, Burns & McDonnell will review any additional documents received from the Village and develop a draft Condition Assessment Plan. The Condition Assessment Plan will take into consideration available methods and technologies for assessing the structural integrity of the PCCP transmission mains. The work plan will evaluate methods and technologies based on the following:

- Physical accessibility of transmission mains for implementing the method/technology.
- Operational impacts to transmission mains for implementing the method/technology.
  - Burns & McDonnell anticipates coordination with the Village's current water distribution system modeler to perform specific modeling scenarios to assist in evaluating operational impacts will be required. Costs for modeling are not included in this proposal.
- Reliability of method/technology. This will include the technical applicability and anticipated accuracy of the results of the method/technology in determining the structural integrity of the Village's transmission mains.
- Our experience with other regional water suppliers in implementing evaluation methods/technologies.
- Our experience with PCCP manufacturers and suppliers with pipe condition assessment technologies. Burns & McDonnell has designed and provided construction phase services using PCCP and has good working relationships with PCCP manufacturers and suppliers. We have utilized these relationships in the development of plans for other regional and municipal water suppliers.
- Budgetary cost of implementing methods/technologies or a combination of methods/technologies for assessing the condition of the Village's transmission mains.
- Short-term (0-5 years) and long-term (6-20+ years) recommendations for the inspection, maintenance, repair, and replacement of the pipelines, including description, timeline, and estimated cost for each recommendation.
- Estimated remaining service life for the pipelines.

In addition to the identification and review of available methods/technologies, Burns & McDonnell will review pipe lay schedules and information provided by the Village pertaining to the manufacture of pipe installed as part of the Village’s transmission mains. We will reach out to the pipe manufacturer to obtain available information regarding the performance history of pipe manufactured and installed at approximately the same time as the Village’s.
Upon completion of the evaluation, Burns & McDonnell will prepare a draft PCCP Condition Assessment Plan for review by the Village. Comments on the Plan will be incorporated, and a Final Condition Assessment Plan will be submitted that can be used to move forward with the physical evaluation of the PCCP and procurement of vendors to assess the transmission mains.

The draft PCCP Condition Assessment Plan will be submitted to the Village **within 74 calendar days (11 weeks)** of the notice to proceed on the project. The Final Condition Assessment Plan will be submitted within 14 calendar days of receipt of comments on the draft Plan.

In 2008, the American Waterworks Association Research Foundation (AwwaRF) published the document “Failure of Prestressed Concrete Cylinder Pipe”. This document includes technical guidance and criteria for assessing the history and performance of PCCP water transmission mains, as well as historical break data and tools for performing desktop condition assessment and predicting service life of PCCP water transmission mains. This document will be a key resource in the assessment of Wilmette’s PCCP water transmission mains. Burns & McDonnell will utilize the short and long-form qualitative assessment matrix from this document in our assessment, which will be critical in estimating and defining the risk associated with Wilmette’s PCCP transmission main system.
## FEES

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<th>Task Description</th>
<th>Associate (16)</th>
<th>Project Manager (14)</th>
<th>Senior Engineer (13)</th>
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**Engineering Services Summary**

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# RATE SHEET

## Schedule of Hourly Professional Service Billing Rates

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<tr>
<th>Position Classification</th>
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<td></td>
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### NOTES:

1. Position classifications listed above refer to the firm’s internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

5. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

6. The rates shown above are effective for services through December 31, 2023, are not subject to audit, and are subject to revision thereafter.
REFERENCE FORM
Each Respondent must supply at least three (3) names, addresses, telephone numbers and names of persons representing municipalities; to contact as performance references.

<table>
<thead>
<tr>
<th>Company Name ..........</th>
<th>Address .......................</th>
<th>City &amp; State .................</th>
<th>Telephone Number......</th>
<th>Person to Contact .......</th>
<th>E-Mail Address ............</th>
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<tbody>
<tr>
<td>Northwest Suburban Municipal JAWA</td>
<td>901 Wellington Avenue</td>
<td>Elk Grove Village, IL</td>
<td>(847) 283-8539</td>
<td>Ramesh Kanapareddy</td>
<td><a href="mailto:rkanaparedy@nsmjawa.com">rkanaparedy@nsmjawa.com</a></td>
</tr>
<tr>
<td>Village of Homewood, Illinois</td>
<td>2020 Chestnut Road</td>
<td>Homewood, IL</td>
<td>(708) 798-3000</td>
<td>John Schaefer</td>
<td><a href="mailto:jschaefer@homewoodil.gov">jschaefer@homewoodil.gov</a></td>
</tr>
<tr>
<td>City of Shreveport, Louisiana</td>
<td>505 Travis Street, Suite 300</td>
<td>Shreveport, LA</td>
<td>(318) 673-7666</td>
<td>William Daniel</td>
<td><a href="mailto:william.daniel@shreveportla.gov">william.daniel@shreveportla.gov</a></td>
</tr>
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PROPOSAL
EXCEPTIONS
SHEET
The successful Respondent’s proposal will be attached in its entirety in Attachment One to the Contract Document in Appendix Two of this RFP. The successful Respondent will be required to execute the Contract Documents in Appendix Two and Appendix Three to this RFP.

Any and all exceptions to the Scope of Work, 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: [ ] NO [X] YES (List below)

Burns & McDonnell would like to reserve the right to discuss certain issues within the contract terms and conditions that were included with the Request for Proposal. These items include the following: Contract has no Waiver of Subrogation; Contract has no Waiver of Consequential Damages; Contract has no Limitation of Liability; Conflict of Interest clause regarding working with other entities; Contract has no Mutual Indemnification; Contract has multiple Indemnification clauses.

Attach additional pages if necessary.
PROPOnal
AFFIRMATION AND CERTIFICATION
PROPOSAL AFFIRMATION AND CERTIFICATION

RFP No. 23078

PROPOSAL AFFIRMATION AND CERTIFICATION
CAPITAL INFRASTRUCTURE PLAN FOR WATER TRANSMISSION MAINS

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. [Addendum 1] (if none, write "NONE") and accepts the terms and conditions therein unless otherwise noted on the Proposal Exception Sheet.

2. Is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work.

3. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this proposal is submitted as indicated in the RFP.

4. Will cooperate with the Village 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 the Available Documents included in Appendix One to this RFP are provided for information only and that it is the Respondent’s responsibility to independently verify the information in the Available Documents. Errors resulting from use of the Available Documents shall not be cause to alter the original proposal or to request additional compensation.

6. 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.

7. Respondent affirms that the fees quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, supervision, overhead expense, profits, appliances, transportation and delivery charges, facilities, licenses, permits and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Scope of Work included herein.

8. 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:

9. The fees 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 fees with any other Respondent or with any competitor;
RFP No. 23078

10. Unless otherwise required by law, the fees quoted in this proposal have not knowingly been disclosed by Respondent, prior to opening, directly or indirectly to any other Respondent or to any competitor;

11. 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,

12. Has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; has not solicited or induced any person, firm or corporation to propose or refrain from proposing; and/or has not sought by collusion to obtain for itself any advantage over any other Respondent or over the Village.

13. They are familiar with all conditions, instructions, and contract documents governing this proposal, including the Contract terms attached in Appendix Two and Appendix Three, and that any exceptions to the Contract terms are included on the Proposal Exception Sheet.

14. 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 2 DAY OF May, 2023.

Entity Name: Burns & McDonnell Engineering Company, Inc.

Entity Type: (circle one) Individual, d/b/a, Corporation, LLC, LLP, Joint Venture, Partnership, Other

Authorized Signature: [Signature]

Name / Title: (Print) Michael Folta, Vice President

Mailing Address: 200 W Adams Street, Suite 2700

City/State/Zip: Chicago, IL 60606

Phone / Email: (630) 724-3227 mfolta@burnsmod.com
CERTIFICATION OF COMPLIANCE
CERTIFICATION OF COMPLIANCE
RFP No. 23078

DESCRIPTION:  Capital Infrastructure Plan for Water Transmission Mains

________________________________________, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: (initial all that apply)

PLEASE CHECK ALL APPLICABLE BOXES

☐ BARRED FROM BIDDING:  We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☐ SEXUAL HARASSMENT:  We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☐ PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☐ EQUAL PAY ACT: Respondents, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.

☐ CONFINED SPACE ENTRY:  We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) “In addition to complying with the permit space requirements that apply to all employers, each Respondent who is retained to perform permit space entry operations shall:  (a) obtain any available information regarding permit space hazards and entry operations from the host employer;  (b) coordinate entry operations with the host employer, when both host employer personnel and Respondent personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Respondent will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.”

☐ DRUG-FREE WORKPLACE:  We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

1) Publishing a statement:
   a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Respondents workplace.
   b) Specifying the actions that will be taken against employees for violations of such prohibition.
   c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      i) Abide by the terms of the statement; and
      ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

2) Establishing a drug free awareness program to inform employees about:
   a) the dangers of drug abuse in the workplace;
   b) the grantee's or Respondents policy of maintaining drug free workplace;

Michael Folta, Vice President

Village of Wilmette

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Village of Wilmette
RFP No. 23078

c) any available drug counseling, rehabilitation, and employee assistance program; and

d) the penalties that may be imposed upon employees for drug violations.

3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee
engaged in the performance of the contract or grant and to post the statement in a prominent place in the
workplace.

4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of
subsection (a) from an employee or otherwise receiving actual notice of such conviction.

5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation
program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

6) Assisting employees in selecting a course of action in the event drug counseling treatment and
rehabilitation is required, and indicating that a trained referral team is in place.

7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this
Section.

8) Failure to abide by this certification shall subject the Respondent to the penalties provided in Section 6 (30
ILCS 580/6) of the Act.

**NATIONAL SECURITY/USA PATRIOT ACT:** We represent and warrant that, pursuant to the requirements of
the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals,
shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially
Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are
not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We
further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as
applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by
this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked
Person.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities,
and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative,
engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses
(including reasonable attorneys’ fees and costs) arising from or related to any breach of the foregoing
representation and warrant.
RFP No. 23078

EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Respondent’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Respondent may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Respondent agrees as follows:

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

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Respondent’s obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Respondent in its efforts to comply with such Act and Rules, the Respondent will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Respondent will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Respondent will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof   (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract:  The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

2) Includes independent contractors, etc.:  The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

3) Deduction from compensation:   No Respondent, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Respondent by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

4) Recovery by injured person:   Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

5) Violations; punishment:   Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or 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.
RFP No. 23078

PLEASE CHECK THE APPLICABLE BOX

☒ There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm’s ownership, management or staff will immediately notify the Village of Wilmette in writing.

☐ There is an affiliation or business relationship between you, your management or staff, your firm, or your firm’s ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest.

PLEASE CHECK THE APPLICABLE BOX

☒ We have a good safety record with OSHA.

☐ We have had an OSHA violation within the past 5 years. (Attach explanation)

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: __________________________
(Signature)

By: Michael Foltz, Vice President
(Print Name and Title)

d/b/a Burns & McDonnell Engineering Company, Inc.

Business address: 200 W Adams Street, Suite 2700, Chicago, IL 60606

Business Phone #: (630) 724-3227

Cell Phone #: (630) 514-0855

E-Mail Address: mfo1ta@burnmsmcld.com
VILLAGE OF WILMETTE  
1200 Wilmette Ave  
Wilmette, IL 60091

Contract Amendment No. 04 for Contract No. 20034

For:

Catch Basin Cleaning

With:

National Power Rodding Corporation  
2500 W Arthington Street  
Chicago, IL  60612

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 National Power Rodding Corporation. Do not detach any portion of this document. Invalidation could result.
1. This Contract Amendment is made by the Village of Wilmette ("Village") and National Power Rodding Corporation ("Contractor"), Parties to Contract No. 20034 – Catch Basin Cleaning and Contract Amendments No. 01, No. 02 and No. 03 ("Contract” or “Agreement”).

2. For and in consideration of up to $7,000.00 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor hereto agree to add the following additional Work to the Contract:
   a. $6,845.00 for emergency televising services;
   b. $155.00 for additional catch basin cleaning.

3. This Contract Amendment No. 04 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 __________________, 2023.

__________________________________
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 __________________, 2023.

__________________________________
By

__________________________________
Position/Title

Print Company Name
END OF DOCUMENT
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 22144

For:

Fire Department Uniforms

With:

On Time Embroidery Incorporated
dba Unique Apparel Solutions
2201 Lively Blvd.
Elk Grove Village, IL  60007

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 On Time Embroidery Incorporated, dba Unique Apparel Solutions. Do not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement ("Agreement" or "Contract") is to provide the Village of Wilmette’s Fire Department with uniforms and accessories and related fitting, sewing, alteration and repair services (collectively, “Fire Department Uniforms” or “Goods” or “Work”) per the Specifications in Attachment One (“Attachment One”) of this document. The Agreement is for the bid offered by On Time Embroidery Incorporated, dba Unique Apparel Solutions (“Contractor”) to the Village.

2. This Addendum is made pursuant to the bid dated March 26, 2023, and revised April 15, 2023, attached as Attachment One. Together this Addendum and Attachment One shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into Attachment One and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Contract Term. The Initial Contract Term shall cover the period from the date the contract is signed by both parties to December 31, 2026. The Village reserves the option to renew this Contract for two (2) additional one-year periods ending December 31, 2028. Unless the Village notifies the Contractor in writing thirty (30) days prior to the expiration date, the Contract will automatically renew during these periods.

5. Total Contract Amount. The total compensation to the Contractor shall be based upon the actual amount of Work performed and Goods delivered to the Village at the unit rates in Attachment One through December 31, 2023.

On January 01, 2024, and each year thereafter for the Initial Contract Term of this Agreement and any subsequent renewal terms, the then current fixed annual unit price per item shall be adjusted upward or downward ("CPI Percentage Change") based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), “All items in Chicago-Napervile-Elgin, IL-IN-WI, all urban consumers, not seasonally adjusted”; and the Reference Base Period shall be 1982-84=100, not seasonally adjusted. The CPI Percentage Change shall be calculated as the difference between the October CPI rate in the current year less the October CPI rate in the prior year divided by the October CPI rate in the prior year, rounded to two (02) decimal places.

As an example only, if the October 2023 (current year) CPI rate is 282.423 and the October 2022 (prior year) CPI rate was 276.861, then the CPI Percentage Change amount to be applied to all unit rates as of January 01, 2024, will be an increase of 2.01% calculated as follows:

\[
\begin{align*}
\text{CPI in the current year} & = 282.423 \\
\text{Less CPI in the prior year} & = (276.861) \\
\text{Equals index point change} & = 5.562 \\
\text{Divided by prior year CPI} & = \frac{5.562}{276.861} \\
\text{Equals} & = 0.0201 \\
\text{Result multiplied by 100} & = 0.0201 \times 100 \\
\text{Equals percent change} & = 2.01%
\end{align*}
\]
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. Invoices will be paid net of any damages assessed by the Village against the Contractor as outlined in Attachment One.

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. **Shipping.** The Goods, as well as any other item to be supplied under the Contract, must be 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.
13. **Inspection.** The Village shall have the right to inspect, or to have inspected by its representative, any Goods, material, component equipment, supplies or specified herein before acceptance. Any of said items or Goods not complying with the Contract are subject to rejection at no cost to the Village. Any items or Goods rejected shall be removed from the Village and replaced at the sole expense of the Contractor. Contractor will make every effort and means available to facilitate the inspection of the Goods. Any portion of the Goods or material, which are deemed to be defective, must be rebuilt, replaced, and/or removed at Contractor’s own expense. Any omission to reject or condemn any portion of the Goods or material at the time of arrival at the Village shall not be construed to mean acceptance of the Goods or material.

Contractor shall not be relieved of its obligations to provide the Goods in accordance with the Contract either by the actions of the Village in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

The existence, exercise or non-exercise of the Village's rights to review, inspect, approve or control the quality or completeness of the Goods shall not modify the extent of Contractor's liability for damages to persons or property arising from Contractor's performance of the Contract.

At the Village's option, with respect to any Goods that the Village rejects or revokes acceptance of, Contractor shall refund or credit to the Village, or the Village may offset against amounts it owes to Contractor, the cost of such rejected Goods. Contractor's obligations under this Section are in addition to any other obligation or guarantee or warranty contained in the Contract and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

14. **Title and Risk of Loss.** Title to the Work and/or Goods shall pass to Village upon completion of the Work and acceptance by the Village. Contractor shall bear all risk of loss until title passes.

15. **Warranties.** Contractor agrees to provide warranty coverage per Attachment One, and to cooperate with Village in the event Village makes any warranty claim.

Contractor warrants that the Goods shall be new, merchantable and fit for its intended purpose and shall meet all performance, design, and other standards set forth in the Contract. Contractor further warrants that all materials and supplies that come into contact with the Goods during shipment and/or delivery are new and of the most suitable grade and quality for the purpose intended. The Goods shall be free from faults and defects and in conformance with the Contract.

Neither the final payment nor use by the Village shall constitute an acceptance of the Goods in accordance with the Contract or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective Goods and/or workmanship. Contractor or its sureties shall remedy any defects in Goods and shall be liable for the correction of all damage resulting from defective Goods.

Contractor warrants and guarantees that the Goods, and any other labor, material and equipment supplied in the performance of the Contract will be free of defects for a period of one (1) year from the date of Acceptance or, for any other period otherwise stated in the Contract, whichever is longer.
Contractor warrants that no materials or supplies purchased for the performance of this Contract 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 it has good title to all materials and supplies used in the performance of the Contract 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, delivery men, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from Contractor’s breach of this Section.

The terms of this Section shall survive the suspension, expiration or termination of this Contract.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **Assignment.** The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.
23. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Village</th>
<th>with a copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Time Embroidery Incorporated dba Unique Apparel Solutions</td>
<td>Fire Chief</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>2201 Lively Blvd.</td>
<td>Wilmette Fire Department</td>
<td>Village of Wilmette</td>
</tr>
<tr>
<td>Elk Grove Village, IL 60007</td>
<td>Wilmette, IL 60091</td>
<td>Wilmette, IL 60091</td>
</tr>
</tbody>
</table>

24. **Binding Effect.** The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

25. **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.

26. **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.

27. **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.

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. **Data & Document Ownership.** The Village and Contractor expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Contractor in the performance of Contractor’s duties under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the Village and shall be provided to the Village by Contractor upon request of the Village, or the suspension or termination of this Agreement so long as the Village has paid all amounts due under the terms of this Agreement.

Notwithstanding the foregoing, upon request of the Village at any time, or the suspension or termination of this Agreement, Contractor shall promptly return to the Village all documents provided to Contractor by the Village during the performance of the Work.

31. **Deliverables.** Contractor shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.
43. **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 __________________, 2023.

_____________________________________
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 __________________, 2023.

______________________________________  __________________________
Signature                           Position/Title

_____________________________________
Print Name

_____________________________________
Print Company Name
ATTACHMENT ONE

REQUEST FOR BID NO. 22144
REQUEST FOR ADDITIONAL INFORMATION
FIRE DEPARTMENT UNIFORMS

Last Date/Time for Questions 04/12/2023
2:00 pm local time

Last Addendum Issued 04/14/2023
2:00 pm local time

Additional Information Due By Email 04/18/2023
Sent To Purchase@Wilmette.com
2:00 pm local time

Submit Questions To: purchase@wilmette.com
Submit Responses To purchase@wilmette.com

Note: This cover sheet is an integral part of the bid documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and any successful Bidder.

ON TIME EMBROIDERY, INC. DBA UNIQUE APPAREL SOLUTIONS

Bidder Company Name (please print)
RFB No. 22144

VILLAGE OF WILMETTE
REQUEST FOR ADDITIONAL INFORMATION
NOTICE TO BIDDERS

The Village of Wilmette ("Village") is requesting additional information ("Request For Additional Information" or "RFAI") from each of the Bidders who submitted a bid for Fire Department Uniforms on 03/29/2023 ("Original Bid"). Please submit the requested additional information by 2:00 pm local time on 04/18/2023 by email to Purchase@wilmette.com.

Availability and Clarification of Documents
Any questions related to this RFAI should be submitted in writing to Cliff Ruemmler, Purchasing Manager, at Purchase@wilmette.com. Questions received by the Village, including the Village’s responses will be consolidated and distributed via email directly to the Bidders.

The deadline for submitting questions is 2:00 pm local time 04/12/2023. Bidders will provide written acknowledgment of each addendum issued with their submitted RFAI. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after 2:00 pm local time on 04/14/2023.

Confidentiality
Bidder’s response, in its entirety, is subject to the Illinois Freedom of Information Act and no part of the Bidder’s response to this RFAI will be considered confidential by the Village.

Short-list Interviews
Bidders may be asked to interview with the Village and perform a demonstration of the Bidder’s current online ordering system prior to the awarding of the contract. Interviews are expected to be conducted at a mutually agreeable time in late April and/or early May 2023, if needed.
On Time Embroidery, Inc.
dba / Unique Apparel Solutions hereby agrees to furnish to the Village all necessary
equipment, materials and labor to complete the Work in accordance with the provisions, instructions
and specifications of the Village included in the Original Bid and herein for the prices noted below:

The bid price of all new purchases are to include delivery fees, alterations, attachments, hemming
and sewing; and include the installation of all emblems, patches and insignia which shall be stocked
by the Bidder and attached at the Bidder’s facility prior to being delivered to the Village.

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<td>$</td>
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<td>$</td>
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</table>

* See exception info on Page 4

Page 3
Village of Wilmette
BID EXCEPTION SHEET
REQUEST FOR ADDITIONAL INFORMATION
FIRE DEPARTMENT UNIFORMS

Any and all exceptions to the Specifications, timing, description of Work, quantities, units of measure, materials, equipment, and/or any other part of this RFAI must be clearly and completely indicated below.

EXCEPTIONS TAKEN:  NO   X   YES  (List below)

* Class A Coat was quoted as a Firefighter 100% Polyester single breasted coat. The price includes a patch sewn on the left sleeve and a patch sewn on the right sleeve if required. Department patches would be provided by the Fire Department. American flag patches would be provided by Unique Apparel Solutions.

Attach additional pages if necessary.
BID AFFIRMATION AND CERTIFICATION
REQUEST FOR ADDITIONAL INFORMATION
FIRE DEPARTMENT UNIFORMS

IN SUBMITTING THE RFAI BID SHEET, BIDDER AFFIRMS THAT IT:

1. Has carefully examined all of the documents included in this RFAI, including Addenda Nos. _______ 3 ______ (if none, write "NONE") and accepts the terms and conditions herein unless otherwise noted on the RFAI Bid Exception Sheet;

2. Bidder’s response to this RFAI shall be incorporated, in its entirety, into the Bidder’s Original Bid submitted to the Village; and,

3. Understands that except as set forth in this RFAI, the Bidder’s Original Bid is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between the RFAI and the Original Bid, the terms of the Original Bid will prevail.


Entity Name: ON TIME EMBROIDERY, INC. DBA/UNIQUE APPAREL SOLUTIONS

Entity Type: (circle one) Individual, d/b/a, Corporation, LLC, LLP, Joint Venture, Partnership, Other

Authorized Signature: JAMES CLIFTON - CEO

Name / Title: (Print) 2201 LIVELY BLVD.

Mailing Address: ELK GROVE, IL 60007

City/State/Zip: 847-364-4371 - JIM@LSUAS.COM

Phone / Email:
REQUEST FOR BID NO. 22144

FIRE DEPARTMENT UNIFORMS
https://www.wilmette.com/purchasing/bids-rfps/

Last Date/Time for Questions 03/15/2023
2:00 pm local time

Last Addendum Issued 03/22/2023
2:00 pm local time

Bids Due and Opened on
DemandStar.com 03/29/2023
2:00 pm local time

Short-list Interviews Week of April 17th to 21st

Submit Questions To: purchase@wilmette.com
Submit Bids At: www.DemandStar.com

Note: This cover sheet is an integral part of the bid documents and is, as are all of the following
documents, part of any contract executed between the Village of Wilmette and any successful Bidder.

ON TIME EMBROIDERY, INC. DBA/UNIQUE APPAREL SOLUTIONS

Bidder Company Name (please print)

Page 1
Village of Wilmette
RFB No. 22144

INSTRUCTIONS TO BIDDERS ON COMPLETING FORMS
FIRE DEPARTMENT UNIFORMS

The following Bid Forms must be filled out completely, executed by an authorized agent, notarized and sealed, if applicable, and included in the bid per the Submission of Bids instructions.

BID SUBMISSION FORMS, in this order

☐ □.....Bid Cover Sheet
☐ □.....Bidder Information Sheet
☐ □.....Bid Sheets
☐ □.....Specifications
☐ □.....Reference Form
☐ □.....Sizing Locations
☐ □.....Bid Exceptions Sheet
☐ □.....Bid Affirmation and Certification (signed)
☐ □.....Certification of Compliance (signed)

SUCCESSFUL Bidder ONLY

The successful Bidder will be required to execute the Contract included in Appendix One to this RFB. These documents SHOULD NOT be completed at the time of bid submission.
**BIDDER INFORMATION SHEET**
**FIRE DEPARTMENT UNIFORMS**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>ON TIME EMBROIDERY, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBA:</td>
<td>UNIQUE APPAREL SOLUTIONS</td>
</tr>
<tr>
<td>Address:</td>
<td>2201 LIVELY BLVD.</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>ELK GROVE VILLAGE, IL 60007</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>JIM CLIFTON</td>
</tr>
<tr>
<td>Phone Numbers:</td>
<td>630-212-5054</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:JIM@LSUAS.COM">JIM@LSUAS.COM</a></td>
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<tr>
<td>Website:</td>
<td><a href="http://WWW.SHOPUAS.COM">WWW.SHOPUAS.COM</a></td>
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<td>IL Department of Employment Security #:</td>
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<td>IL Department of Revenue Registration #:</td>
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<td>IL Department of Professional Regulation #:</td>
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Please include an explanation for any blank or "n/a" responses above. ________________
N/A - This does not apply to our industry.

Please indicate with an “X” below how your company heard about this RFQ. Select all that apply.

- [X] Email from the Village
- [ ] DemandStar.com
- [ ] Other, ________________

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<th>Business Type (Select all that apply)</th>
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<td>Yes / No</td>
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<tr>
<td>Disabled Persons-owned</td>
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<tr>
<td>Federal SBA Qualified</td>
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(1)No response will be considered a “Not Certified” answer for that line item.
(2)If Yes, indicate the name of the certifying organization or state “self-certified” if not certified by a third-party organization. If not certified, state “N/A”

Page 6
Village of Wilmette
RFB No. 22144

BID SHEET(S)
FIRE DEPARTMENT UNIFORMS

On Time Embroidery, Inc.
dba/ Unique Apparel Solutions hereby agrees to furnish to the Village all necessary
equipment, materials and labor to complete the Work in accordance with the provisions, instructions
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Belt

- Black 2" Duty Belt

- **Unit Prices for Men's and Women's Sizes**

- $29.00 FOR SIZES 28-42, SIZES 44-50 - $31.00, SIZES 52-60 - $33.00

Footwear

- Thorogood 6in. Lightweight Safety Toe Boots

- **Unit Prices for Men's and Women's Sizes**

- 129.00 - ALL SIZES

Socks

- Cotton Socks - Pro Feet

- **Unit Prices for Men's and Women's Sizes**

- 4.00 PER PAIR - ALL SIZES
## Hats/Caps

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<th>Description</th>
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<td>White FD Dress Hat</td>
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<td>Navy FD Dress Hat</td>
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<td>Silver Cap Strap</td>
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## Uniform Accessories

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Attach additional page(s) if necessary
RFB No. 22144

SPECIFICATIONS
FIRE DEPARTMENT UNIFORMS

The following Specifications and other provisions shall govern the performance of the proposed Work and will be made a part of the Contract.

Purpose
The intent of this RFB is to establish a contract with one or more vendors whereby the Village may purchase the annual requirements of firefighter uniforms and accessories on an "as-needed" basis in accordance with all specifications, terms, and conditions herein.

Contract Period & Fees
See Appendix One

Scope of Services
General Specifications
All Work shall be on an as needed basis in accordance with specifications and conditions herein and as instructed and scheduled with the Village. The Village does not guarantee any minimum amount of expenditures for the Bidder(s) during the contract period. The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

Substitutions/Replacements
Brand names specified herein convey the type and quality of materials and construction required by the Village in the performance of the firefighters work and are to be considered the minimum acceptable standard. It is not the intent of the Village for these specifications to be proprietary; equals will be evaluated in accordance with comparable quality, technology, function ability, and suitability for the purpose intended. The Village, in its sole opinion, will determine whether the clothing and accessories offered are equal to that specified.

The Bidder must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

In the event any manufacturer discontinues any style of wearing apparel or shoe under this bid, the Bidder shall supply another style equal to or greater than the specification of that item. Substituted items shall be subject to the approval of the Village.

Bidder's Inventory
The Bidder shall notify the Village within seven (7) calendar days when out of stock on any item due to circumstances beyond its control. The Village reserves the right to procure out-of-stock items from other sources in these situations and provide the item(s) to the Bidder for processing.
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Sizing and Alterations
Bidder shall be required to perform alterations of all uniform components as requested by the Village; and shall have the capabilities, facilities, and equipment necessary to fit any and all employees with the proper size, style, and quantity of wearing apparel and/or shoes specified herein.

The professional services of a qualified representative of the awarded Bidder(s) will be required to size the Village employee(s) for their first issue of uniforms and/or other items requiring sizing. Fitting sessions will be scheduled a minimum of 05-07 days in advance of order and will be held at the Village’s main fire station or other location as agreed upon by the Village. The Bidder shall provide a list of locations where, in the event an employee is unable to attend a scheduled sizing, employees may travel to for sizing.

The Village will pay for the following alterations as needed. Examples include, but are not limited to:

1. Alterations to existing uniforms to include removal and replacement charges for name strip, rank, and/or insignia.
2. Taking in or letting out of new trouser waist for employees with waist sizes smaller or larger than normally available garments.
3. Shortening of a new long sleeved shirt if the correct size is not available due to time constraint.
4. Tapering in of a new shirt sides for personnel unable to fit in available garments.
5. Other “emergent” situations as determined by an authorized CCSO representative.

Delivery
All clothing and accessories are to be furnished and delivered F.O.B. destination to the Village’s main Fire Station at 1304 Lake Avenue, Wilmette, IL, between the hours of 8:30 am and 4:30 pm local time, Monday through Friday, excluding Federal holidays.

Bidder shall furnish an itemized delivery ticket complete with unit pricing with each order. All delivery tickets shall include the Village’s Purchase Order number. All orders shall be delivered within thirty (30) days after receipt of order. Bidder shall bag and label all orders per individual firefighter or staff member.

Returns
For items delivered incorrectly, the Bidder shall pick up items to be returned on his next regular delivery or within five (5) days of notification, whichever comes first; or provide the Village with a postage paid return label to return the item(s) via a third-party and allow full credit for items returned in original condition.

Should the Village desire to return items which were delivered in accordance with their order (not the error of the Bidder), Bidder shall accept said returns but may assess a restocking fee not to exceed ten (10) percent of the Village’s cost for that item.
RFB No. 22144
Ordering, Tracking and Reporting
The Village prefers using a secure online ordering system ("Website") that is configurable based on the Village’s uniform requirements. However, bids from vendors who do not have a dedicated website will be considered.

For Bidders with a secure Website ordering system, the Village expects it to have, at a minimum, the following functionality:

1. Authorized employees shall be able to use their unique login credentials to access the website and place orders directly through the website.
2. Available uniform options and accessories will be customized by rank.
3. The system will prohibit orders in excess of the employees annual allotment, including the ability for the Village “Administrator” to adjust the individual allotment amounts up or down during the year and/or from year-to-year.
4. The allotment tracking shall also take into account the timing processing of credits to the employee’s allotment amount.
5. Once an order is submitted by the employee, a Village supervisor should be notified electronically of the order and then be required to approve or reject individual components of said order before it is placed.
6. The website should also provide order tracking capabilities and other inquiry and reporting functions.
7. System shall track and maintain employee sizes from the initial fitting and any future fittings.
8. Orders cannot be phoned, faxed, emailed, or placed in anyway other than the web-based system.
9. The website must be able to provide a tracking and managing system for products purchased from 3rd party vendors that will be ordered by department members.
10. System must contain an appointment scheduling system that provides individual service upon arrival at the fitting center.
11. Have the ability to “bulk purchase” items not tied to specific employees.
12. “Administrator” access shall be given to one or more Village employees so that they can manage the Village’s employee list and all other facets of the Village’s requirements.
13. “Reporting” access shall be given to one or more Village employees so that they can run reports 24/7/365 as needed.

Dedicated Client Service Representative ("CSR")
The Bidder shall provide one (1) staff member with a minimum of three (3) years’ experience who shall be responsible for the overall coordination of work performed and shall act as central point of contact with the Village. The dedicated CSR shall manage the orders, deliveries, returns, and allotment tracking to assure all tasks are performed as specified in the Invitation for Bid.

The Bidder shall furnish and maintain a toll free telephone number 24 hours per day, seven (7) days per week, including weekends and holidays. Bidder shall indicate on the Bid Form a contact person’s name and telephone number for normal working hours and also for orders that shall occur after traditional working hours, nights, weekends and/or holidays.
EMBLEMS, PATCHES AND INSIGNIA LOCATIONS BY RANK
FIRE DEPARTMENT UNIFORMS

| Blue Job Shirt |
| Blue Shirt Long Sleeve Button Up |

Page 14
Village of Wilmette
<table>
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<tr>
<th>RFB No. 22144</th>
<th>Chief officer long sleeve button up with jewelry</th>
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RFB No. 22144

Fitted baseball hat

Lt. blue polo

Page 17
Village of Wilmette
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<th>Lt. T shirt</th>
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Page 19
Village of Wilmette
RFB No. 22144

Lt. white polo

Side view of Lt long sleeve
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Attach additional pages if needed.
## REFERENCE FORM
**FIRE DEPARTMENT UNIFORMS**

Each Bidder **must** supply at least three (3) names, addresses, telephone numbers and names of persons representing municipalities; to contact as performance references.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>City &amp; State</th>
<th>Telephone Number</th>
<th>Person to Contact</th>
<th>E-Mail Address</th>
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</thead>
<tbody>
<tr>
<td>GLENVIEW FIRE DEPT.</td>
<td>1215 WAUKEGAN RD.</td>
<td>GLENVIEW, IL 60025</td>
<td>847-724-2141</td>
<td>BATTALION CHIEF BRIAN BOS</td>
<td><a href="mailto:BBOS@GLENVIEW.IL.US">BBOS@GLENVIEW.IL.US</a></td>
</tr>
<tr>
<td>SCHAUMBURG FIRE DEPT.</td>
<td>101 N. ROSELLE RD.</td>
<td>SCHAUMBURG, IL 60195</td>
<td>847-885-6300</td>
<td>CHIEF JAMES WALTERS</td>
<td><a href="mailto:JWALTERS@SCHAUMBURG.COM">JWALTERS@SCHAUMBURG.COM</a></td>
</tr>
<tr>
<td>DOWNERS GROVE FIRE DEPT.</td>
<td>5420 MAIN STREET</td>
<td>DOWNERS GROVE, IL 60515</td>
<td>630-441-5770</td>
<td>DEPUTY CHIEF ROB PEKELDER</td>
<td><a href="mailto:RPEKELDER@DOWNERS.US">RPEKELDER@DOWNERS.US</a></td>
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</table>
RFB No. 22144

BID EXCEPTION SHEET
FIRE DEPARTMENT UNIFORMS

The successful Bidder's bid will be attached in its entirety in Attachment One to the Contract Document in Appendix One of this RFB. The successful Bidder will be required to execute the Contract Document in Appendix One to this RFB.

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 RFB MUST be clearly and completely indicated below.

EXCEPTIONS TAKEN: ☐ NO ☑ YES (List below)

We would need an exception to the Contract Terms and Total Contract Amount that are found on page 32 in paragraphs 4 & 5. It appears by this language that the initial pricing of this contract must be held without any increase until December 31, 2026. After that timeframe there would then be the possibility of 2, 1 year renewals with price increases based on local CPI information.

Due to current economic instability & inflation we are not able to hold initial prices until December 31, 2026. We would propose and agree to the following exception to the Contract Terms found on page 32.

1 - initial bid pricing will be held until December 31, 2023

2 - using the CPI terms of paragraph 5 on page 32 we would submit for a price increase and hold those prices from January 1, 2024 thru December 31, 2024. We would do the same for calendar years 2025 & 2026.

3 - if the option to renew is requested by the Village for fiscal years 2027 and 2028, we would agree to the current language in Paragraph 5 on page 32.

UNIFORM SHIRT - PAGE 7 - we will be providing the equivalent Horace Small brand in place of Elbeco.

Attach additional pages if necessary.

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Village of Wilmette
IN SUBMITTING THE SUMMARY BID SHEET AND OPTIONAL SERVICES SHEET, BIDDER AFFIRMS THAT IT:

1. Has carefully examined all of the documents included in this RFB, including Addenda Nos. 1 & 2 (if none, write "NONE") and accepts the terms and conditions therein unless otherwise noted on the Bid Exception Sheet.

2. Is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work.

3. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this bid is submitted as indicated in the RFB.

4. Will cooperate with the Village to supply all the necessary information to complete a background investigation of the principals of the Bidder and all employees who will perform the Work on behalf of the Bidder. The Village, at its sole discretion, may disqualify any Bidder and may void any contract previously entered into with the Bidder based upon its background investigation.

5. Understands that this Bid, in its entirety, is subject to the Illinois Freedom of Information Act and that no part of the bid will be considered confidential by the Village.

6. Bidder affirms that the prices quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, facilities, licenses, permits and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Specifications included herein.

7. Has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the RFB, if any, and the written resolution thereof by the Village is acceptable to Bidder. The RFB is generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

FURTHER, IN SUBMITTING THIS BID, BIDDER CERTIFIES THAT:

8. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

9. Unless otherwise required by law, the prices quoted in this bid have not knowingly been disclosed by Bidder, prior to opening, directly or indirectly to any other Bidder or to any competitor;
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10. This bid 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 Bidder to submit a false or sham
bid; has not solicited or induced any person, firm or corporation to bid or refrain from bidding;
and/or has not sought by collusion to obtain for itself any advantage over any other Bidder or
over the Village.

12. They are familiar with all conditions, instructions, and contract documents governing this bid,
including the Bond and Contract terms attached in Appendix One, and that any exceptions to
the Bond and/or Contract terms are included on the Bid 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 26th DAY OF MARCH, 2023

Entity Name: ON TIME EMBROIDERY, INC. DBA UNIQUE APPAREL SOLUTIONS

Entity Type: (circle one) Individual, d/b/a Corporation, LLC, LLP, Joint Venture, Partnership, Other

Authorized Signature:

Name / Title: (Print) JAMES CLIFTON - CEO

Mailing Address: 2201 LIVELY BLVD.

City/State/Zip: ELK GROVE, IL 60007

Phone / Email: 847-364-4371 / JIM@LSUAS.COM
CERTIFICATION OF COMPLIANCE

DESCRIPTION: FIRE DEPARTMENT UNIFORMS

____________________________________, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: (initial all that apply)

PLEASE CHECK ALL APPLICABLE BOXES

☒ BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☒ SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☒ PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☒ EQUAL PAY ACT: Bidders, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.

☒ CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Bidder who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Bidder personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Bidder will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

☒ DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

1) Publishing a statement:
   a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Bidders workplace.
   b) Specifying the actions that will be taken against employees for violations of such prohibition.
   c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      i) Abide by the terms of the statement; and
      ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

2) Establishing a drug free awareness program to inform employees about:
   a) the dangers of drug abuse in the workplace;
   b) the grantee's or Bidders policy of maintaining drug free workplace;

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Village of Wilmette
RFB No. 22144

c) any available drug counseling, rehabilitation, and employee assistance program; and
d) the penalties that may be imposed upon employees for drug violations.

3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee
engaged in the performance of the contract or grant and to post the statement in a prominent place in the
workplace.

4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of
subsection (a) from an employee or otherwise receiving actual notice of such conviction.

5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation
program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

6) Assisting employees in selecting a course of action in the event drug counseling treatment and
rehabilitation is required, and indicating that a trained referral team is in place.

7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this
Section.

8) Failure to abide by this certification shall subject the Bidder to the penalties provided in Section 6 (30 ILCS
580/6) of the Act.

NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of
the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals,
shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially
Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are
not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We
further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as
applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated
by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked
Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group,
entity, or nation named by the United States Treasury Department as a Specially Designated National and
Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive
Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not
engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly
on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities,
and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative,
engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses
(including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing
representation and warrant.
EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Bidders non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Bidder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Bidder agrees as follows:

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

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Bidders obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Bidder in its efforts to comply with such Act and Rules, the Bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof. (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

3) Deduction from compensation: No Bidder, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Bidder by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or 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.
RFB No. 22144

PLEASE CHECK THE APPLICABLE BOX

☐ There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

☒ There is an affiliation or business relationship between you, your management or staff, your firm, or your firm’s ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest.

PLEASE CHECK THE APPLICABLE BOX

☒ We have a good safety record with OSHA.

☐ We have had an OSHA violation within the past 5 years. (Attach explanation)

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: [Signature]

By: James Clifton CEO

(Print Name and Title)

d/b/a Unique Apparel Solutions

Business address: 2201 Lively Blvd.

Elk Grove, IL 60007

Business Phone #: 847-364-4371

Cell Phone #: 630-212-5054

E-Mail Address: JIM@LSUAS.COM

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Village of Wilmette
NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Bid ("RFB") is modified as set forth in this Addendum. The original RFB documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFB. Bidder shall take this Addendum into consideration when preparing and submitting its bid.

1.0 - BID SUBMITTAL DEADLINE

The Bid submittal deadline remains the same and is not changed by this Addendum.

2.0 - RFB – CHANGES

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<tr>
<th>Item</th>
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<tbody>
<tr>
<td>2.01</td>
<td></td>
<td>None at this time.</td>
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3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFB. To the extent that changes to the RFB are required based on the questions received, the RFB has been modified as noted in Section Two (2) of this Addendum.

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| 3.01 | Question: Are you ok with us substituting the Elbeco Button Down Shirts with the Flying Cross brand? They are comparable in style and fit. Also, what fabric are you looking for in this shirt? Poly/cotton, Poly/Rayon, or 100% polyester?  
Answer: Flying Cross is acceptable, 65 poly 35 Cotton flying for every day, 100% for dress blouse. |
| 3.02 | Question: There wasn't a manufacturer listed for the "Short Sleeve Performance Polo". Do you want a specific manufacturer or do we have the liberty of choosing?  
Answer: Blauer 8134 performance polo. |
| 3.03 | Question: What fabric do you want for the "White FD Hat"?  
Answer: 5 Star White Leatherette Midway Caps. |
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| 3.04 | **Question:** What fabric do you want for the "Navy Dress Hat"? Poly/wool, etc?  
       **Answer:** Wool. |
| 3.05 | **Question:** For the "Gold and Navy Cap Straps" do you want Cloth or Metal? If metal, do you want them expandable or with a floral finish?  
       **Answer:** Expandable metal. |
| 3.06 | **Question:** For the Black 2" Duty Belt, do you want Leather or Nylon?  
       **Answer:** Leather. |
| 3.07 | **Question:** We're unfamiliar with "Cloth Badges" please explain if possible.  
       **Answer:** Cloth badges are embroidered patches approximately 2.5" X 3" that are stitched on. The following are examples of the current badges: |
| 3.08 | **Question:** For the "Name Plate", do you want single, double, or triple lines?  
       **Answer:** Single line, all caps in brushed silver or gold. |
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| 3.09 | Question: For the "Breast Badge with #, Lt Breast Badge, and Gold Breast Badge", what do you want them to be made of (Metal or plastic)? Also, what size and shape would you like?  
Answer: Made of metal, generally circular in shape and approximately 2” X 2.5”. The following are examples of the current badges: |

4.0 - INFORMATION

The following item(s) are provided as a matter of information only to all respondents and do not modify or become part of the bid.

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| 3.01 | Question: How exactly will these orders be placed? Will each employee place their own individual order or are the individual orders combined into a bulk order?  
Answer: Orders will be placed as needed throughout the year by employee. |
| 3.02 | Question: When will orders be placed? Will orders be placed as needed throughout the year or will employees be given a time window to place orders?  
Answer: Orders will be placed as needed throughout the year. |
| 3.03 | Question: Can you please provide manufacturer names and specific item numbers for each item on the Bid Sheet?  
Answer: Available manufacturer names and/or items numbers are already provided in the RFP & addendum(s). |
3.0 - QUESTIONS AND ANSWERS

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| 3.04 | Question: Can a company submit 2 separate bids? One bid to include the online ordering system and the other without?  
Answer: Yes. |

4.0 - INFORMATION

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