

Village of



There will be a regular meeting of the Village Board of Trustees at Village Hall, 419 Richmond Road; Kenilworth, IL. The public may attend in person or by utilizing the following link:

[TEAMS MEETING LINK](#)

If you do not have access to a computer, you may attend via telephone:

+1 872-242-8055

**Meeting ID: 750 583 154#**

## **Village Board of Trustees**

### **Meeting Agenda**

February 18, 2025 at 7:00 p.m.

**I. Call to Order / Roll Call**

**II. Approval of Minutes**

A. Village Board – January 21, 2025

**III. Village President's Report**

**IV. Approval of the Warrant List**

**V. Regular Scheduled Business**

**A. Items for Consideration by Omnibus Vote**

1. Adoption of an Ordinance Declaring Equipment as Surplus and Authorizing the Sale or Disposal Thereof (Public Works Equipment)
2. Approval of a Resolution Approving Change Order Number 1 for the Construction Observation Services with GZA Geoenvironmental Inc. by Increasing the Contract Price by \$4,990 for a Final Contract Amount of \$47,449
3. Adoption of an Ordinance Authorizing the Execution of an Intergovernmental Agreement with the Illinois Public Works Mutual Aid Network (IPWMAN) for Assistance in Emergencies and Disasters
4. Approval of a Resolution Approving a Second Amendment to the Intergovernmental Agreement Between the Village of Kenilworth and the Kenilworth Park District

**B. Items for Consideration by Individual Vote**

5. Approval of a Resolution Waiving Competitive Bidding Requirements and Approving a Contract with Teska Associates, Inc. for the Zoning Code Update Project in the Amount Not to Exceed \$87,000
6. Approval of a Resolution Approving a Façade Improvement Grant Agreement with JECS Properties, LLC Concerning 636 Green Bay Road
7. Adoption of an Ordinance Amending Title III. Administration, Chapter 32 Departments of the Village of Kenilworth Code of Ordinances Concerning Police Department
8. Adoption of an Ordinance Approving a Third Amendment to the Purchase and Sale Agreement with John Michael and Daniel Michael Regarding the Property Located at 604 Green Bay Road

**VI. Report from Staff**

- A. Community Development
- B. Finance
- C. Police
- D. Public Works
- E. Legal Counsel
- F. Village Manager

**VII. Business from the Public**

**VIII. Executive Session**

**IX. Adjourn**

VILLAGE OF



KENILWORTH, IL

**Village Board of Trustees  
Meeting  
January 21, 2025**

**Call to Order**

President Kaz called to order the meeting of the Board of Trustees of the Village of Kenilworth at 7:00 p.m. on January 21, 2025.

**Roll Call**

**President Kaz requested a roll call, and the results were as follows:**

Trustees:

Trustee Tim Ransford	Present
Trustee Christopher Ottsen	Present
Trustee Amy Hannus	Present
Trustee Walter Kelly	Present
Trustee John Gottschall	Absent
Trustee Matthew Lojkovic	Absent
President Cecily Kaz	Present

**A quorum was present in person.**

**Others Recorded as in Attendance:**

*Village Officials and Staff:*

Michael Gagnon	Village Clerk
Jaramee Finn	Village Treasurer
Kathy Thake	Village Manager
Heather McFarland	Assistant to the Village Manager
Greg Jones	Village Attorney
Bryan Carlson	Village Police Chief
Jordan Schmidt	Management Analyst
Molly Burns	Management Analyst
Don Leicht	Superintendent of Public Works

1 **Others, signing in as displayed in Participant List:**

2 Michael Blue  
3 Carol Brobeck  
4 David Joyce  
5

6 **Approval of Minutes**

7  
8 President Kaz asked if there any questions or comments regarding the following minutes:  
9

- 10 A. Village Board – December 9, 2024  
11 B. Village Board – Special Meeting – December 16, 2024  
12 C. Village Board – Closed Session – November 18, 2024 (Approval, No Release)  
13 D. Village Board - Closed Session – December 9, 2024 (Approval, No Release)  
14

15 Hearing none, she asked for a motion to approve the minutes as presented. Trustee Kelly so moved, and  
16 Trustee Ottsen seconded the motion.  
17

18 **A roll call vote was taken as follows:**

19  
20 For: Ransford, Ottsen, Hannus, Kelly  
21

22 Opposed: None  
23

24 The roll call tally was four votes in favor, and none opposed. President Kaz declared the minutes approved.  
25

26 **Village President’s Report**

27  
28 President Kaz used her remarks to urge everyone to prepare properly for recent extreme weather conditions  
29 and expressed hope that weather relief will come quickly.  
30

31 **Approval of the Warrant List**

32  
33 President Kaz then asked Trustee Kelly to report on the Warrant List. He highlighted Class A warrant  
34 payments for improvements to Green Bay Road infrastructure, shoreline protection work, beach renovation  
35 project expenses, and annual fees for Automated License Plate Reader services. Class B warrants were  
36 primarily payroll disbursements. He went on to recommend the approval of the warrants as presented.  
37

38 Hearing no further questions from the Board, President Kaz asked for a motion to approve these warrants as  
39 presented. Trustee Kelly so moved, and Trustee Hannus seconded the motion to approve the Class A warrants  
40 in the amount of \$504,552.52 and to ratify the Class B warrants in the amount of \$213,497.64.  
41

42 **A roll call vote was taken as follows:**

43  
44 For: Ransford, Ottsen, Hannus, Kelly  
45

46 Opposed: None  
47

1 The roll call tally was four votes in favor, and none opposed. President Kaz declared the warrants approved  
2 and ratified.

3

4 **Regular Scheduled Business**

5

6 President Kaz began the regular scheduled business by reading aloud the Items for Consideration by Omnibus  
7 Vote.

8

**A. Items for Consideration by Omnibus Vote**

9

1. Approval of a Resolution Authorizing the Use of the Municipal Partnering Initiative (MPI)  
Contractual Pricing Pursuant to Government Joint Purchasing Act, 30 ILCS 525/0.01, et.  
seq., with Advanced Tree Care for the 2025 Tree Trimming Program in the Amount of  
\$25,000

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**B. Items for Consideration by Individual Vote**

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2. Presentation and Consideration of Zoning Code Update Framing Elements as  
Recommended by the Ad Hoc Zoning Code Review Workgroup (Teska)

President Kaz opened the discussion of this item by asking Trustee Hannus, chair of the ad hoc working group (the “working group”) addressing the Zoning Code Update to bring the Board up to date regarding the progress of this effort. Trustee Hannus reviewed the reasons why the Village is addressing a Zoning Code Update, provided examples of activities affected by the Village Zoning Code, described past efforts to respond to zoning code deficiencies relative to the present one and characterized the working group makeup as comprehensive and detailed. She went on to outline the process the working group followed to gather and assess resident concerns and suggestions and articulated the desire to reach consensus among the Board this evening that the direction the working group was pursuing fit the Board’s vision for ultimate success of the effort. She outlined the overall process being followed by the working group, the present point in that process the working group has reached, the concepts and values the working group sees as essential to a

1 successful revision of the zoning code and introduced Mr. Michael Blue and Ms. Carol Brobeck of Teska  
2 Associates, professional consultants for zoning code formation.

3  
4 Mr. Blue began his remarks by addressing a Trustee inquiry regarding the difference between building codes  
5 and zoning codes. He went on to present in greater detail the activity undertaken by the working group to  
6 date. He outlined the tasks undertaken by the working group, the results of fact-finding open house  
7 discussions conducted with residents, and finally the policy recommendations that emerged from these  
8 efforts.

9  
10 He presented a detailed description of working group membership, reviewed the technical audit of the  
11 present code, and expanded on the notion of policy implications for various approaches to zoning code  
12 changes. He summarized the findings of the open house discussions including a discussion of the role of the  
13 Village in setting a zoning code, the approach to architectural decision-making, the ultimate status of auxiliary  
14 dwelling units on resident properties, the need to address minor zoning questions differently than more  
15 consequential changes, the difference between expansion and modernization of a dwelling and addressing  
16 the suitability of new construction.

17  
18 He then shifted the discussion to what the Village was trying to accomplish by updating the zoning code. He  
19 referred to resident research questionnaire and suggested that the Village has a long-standing commitment to  
20 addressing zoning concerns and this effort is in keeping with that commitment, that there is a constant flow of  
21 activity, both residential and commercial that requires attention, and updating the code will simplify and  
22 harmonize that process, that the code should not be dictatorial as much as instructional and supportive, and  
23 that there should be freedom to pursue options within the code but also thresholds for amplified review.  
24 Trustees clarified the tension between revitalizing older homes and engaging in the preservation of homes,  
25 noting that Kenilworth has a high concentration of homes that are 100 years old and older.

26  
27 Mr. Blue then turned to administration of zoning code review. He described circumstances where the process  
28 of zoning code review can be streamlined, expanded on resident attitudes regarding structures on properties  
29 that are separate from the main dwelling unit and how they should be treated under the code, the desirability  
30 of a public review process that emphasizes transparency, and then asked the Board to reach consensus  
31 around the suggested direction the working group is taking so the next iteration of work to clarify and define  
32 the proposed changes to the code more fully can be pursued. Trustees clarified the suggested direction that  
33 the working group is pursuing emphasizing the need to preserve property rights, simplify the application  
34 process, preserve the importance of the existing main dwelling unit, pursue best practices in zoning, and  
35 remain sensitive to resident input. Given the history of the Village, special emphasis was placed on the need  
36 for architectural review. Resident input identified this as a crucial consideration. Trustees went on to discuss  
37 how the zoning code will address the aspects of acceptability that go beyond architectural considerations, the  
38 process under which a property owner can appeal changes to their vision brought on by zoning code  
39 enforcement, and the articulation of broad themes in specific zoning code language. Mr. Blue responded to  
40 these discussions to the Board's satisfaction. Trustees then asked the working group to review the history of  
41 zoning code updates undertaken by neighboring communities to learn from their experiences. Mr. Blue, Ms.  
42 Brobeck and the Trustees concluded their discussion around how the code will be formalized and what  
43 support documentation will be generated in the process.

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2 President Kaz summarized the Board’s consensus as supportive of the direction the working group is taking  
3 and encouraged the working group to continue their efforts, thanking them for the time and energy they have  
4 expended so far. Village staff briefly recounted immediate next steps to everyone’s agreement.  
5

6 President Kaz then turned to Reports from Staff asking Police Chief Carlson to discuss a recent Public Safety  
7 Committee meeting among other topics.  
8

9 **Report from Staff**

- 10 A. Community Development
- 11 B. Finance
- 12 C. Police

13 Chief Carlson explained the Public Safety Committee discussed the ongoing recruitment effort underway and  
14 highlighted work by Village staff to revamp its’ outdated recruitment process. He alerted the Board that  
15 formal resolution of the changes will be presented for approval at the February Board of Trustees meeting.  
16 He looked forward to a rejuvenated effort to fill present vacancies in the Police Department. He went on to  
17 characterize recent police activity as quiet, reviewed the ongoing effort to update the Village “House Key”  
18 retention program and to review security features and procedures for Village properties. He then described  
19 an initiative by the Winnetka Fire Department to conduct a North Shore regional disaster response drill which  
20 would require participation by the Village. Trustees clarified the impact of personnel vacancies on existing  
21 police staff. That concluded Chief Carlson’s remarks.  
22

- 23 D. Public Works
- 24 E. Legal Counsel

25 Village Attorney Jones had no formal report.

- 26 F. Village Manager
- 27 Village Manager Thake had no formal report  
28

29 **Business from the Public**

30  
31 President Kaz then opened the meeting to business from the public. Mr. David Joyce, a resident of  
32 Kenilworth, spoke up about the disposition of property owned by the Village located at 604 Green Bay Road.  
33 He offered his thoughts regarding the present disposition as a developed property, the state grant activity  
34 taking place in neighboring communities for open space enhancements, recent Tax Increment Fund activity,  
35 and possible cooperation with the Kenilworth Park District to develop the property as a public park. President  
36 Kaz thanked Mr. Joyce for his interest in Village activities, reviewed the present status of the property relative  
37 to the Village, and assured Mr. Joyce that the Board would take his comments under consideration.  
38

39 **Adjourn**

40  
41 Having no further business, President Kaz asked for a motion to adjourn the meeting. Trustee Ransford so  
42 moved, and Trustee Ottsen seconded the motion.  
43

44 **A roll call vote was taken as follows:**

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For: Ransford, Ottsen, Hannus, Kelly

Opposed: None

President Kaz declared the meeting adjourned at 8:34 p.m.



## Request for Board Action

**Agenda Item:** IV – Warrant List

**Considered By:**  
Village Board

**Date:**  
02/18/25

**Staff Contact:** Katarzyna Thake, Administration  
Nicole Giddens, Lauterbach & Amen

**Subject:** Approval of the Warrant List

**Summary:** Warrants are presented for consideration and approval in two different classifications. Class A warrants are those payments which are submitted to the Village Board for review and approval. For these warrants, no payment has been issued. Class B warrants are payments that have already been made and are submitted to the Village Board for ratification. Employee payroll is typically included in the Class B warrants total when presented, but not shown on check listing since payroll is paid from the payroll account.

Payments which are of particular note are highlighted on the warrant list.

**Policy:** Village financial activity is governed by a combination of the Village Code and financial policies of the Village.

**Recommendation:** The Village Manager submits the following for review and consideration:

- **Class A Warrant List (attached) totaling \$544,144.65 - 84 disbursements**
- **Class B Warrant List (attached) and Payroll totaling \$269,035.20**
  - Class B Check Register = \$129,066 1 disbursements
  - Employee Payroll, January 23 \$68,075.19
  - Employee Payroll, January 9 \$71,894.01
  - Payroll expenses do not appear on the Class B Warrant List printout but are ratified with the Class B Warrants
- **Check Numbering:**
  - Last check number approved – GEN 41268, 444(A) & 446(E) – January 21<sup>st</sup>
  - Start/End Checks Class B - GEN 447(A)
  - Start/End Check Class A - GEN 41269 - 41329, 448(E) – 450(E) & 451(A) – 470(A)
- **Voided Checks and Cause**
  - None

CHECK REGISTER FOR VILLAGE OF KENILWORTH  
 CHECK DATE FROM 02/18/2025 - 02/20/2025  
 CLASS A WARRANTS FOR 2/18/2025  
 TO BE APPROVED

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank GEN GENERAL OPERATING					
Check Type: ACH Transaction					
02/19/2025	GEN	451 (A)	AMAZON CAPITAL SERVICES	WIRELESS PRESSURE MAT DOORBELL SYSTEM	59.99
02/19/2025	GEN	452 (A)	AMERICAN LEGAL PUBLISHING CORP	CODIFICATION UPDATES - JANUARY 2025	153.65
02/19/2025	GEN	453 (A)	ANCEL, GLINK, DIAMOND, BUSH, DICANN	LEGAL SERVICES - NOVEMBER 25	7,008.50
02/19/2025	GEN	454 (A)	BS&A	BS&A ONLINE PERMIT SERVICE 071124-012325	92.00
02/19/2025	GEN	455 (A)	CINTAS CORPORATION	2ND WEEK OF JANUARY UNIFORM RENTAL	50.66
				4TH WEEK OF JANUARY UNIFORM RENTAL	50.66
				4TH WEEK OF JANUARY UNIFORM RENTAL	50.66
				1ST WEEK OF FEBRUARY UNIFORM RENTAL	50.66
					<u>202.64</u>
02/19/2025	GEN	456 (A)	CIORBA GROUP INC	WOODSTOCK ROADWAY AND DRAINAGE IMP DESIG	4,493.23
02/19/2025	GEN	457 (A)	CRYSTAL MANAGEMENT &	MONTHLY CLEANING SERVICES - FEBRUARY	1,155.00
02/19/2025	GEN	458 (A)	GRAINGER	FUEL ADDITIVE FOR SQUAD CAR 614 & 2 EYE	107.43
				FIRE HOSE NOZZLE	36.14
				NITRILE GLOVES AND KITCHEN CLEANER	114.18
				REPLACEMENT WELDING SHIELD FOR HELMET	97.72
				SENSOR KIT FOR FAUCETS VH RESTROOM	192.14
					<u>547.61</u>
02/19/2025	GEN	459 (A)	GRANITE TELECOMMUNICATIONS	POTS TELEPHONE LINES FEB 2025	226.00
02/19/2025	GEN	460 (A)	GZA GEOENVIRONMENTAL, INC	CONST. OFFICE SUPPORT & CONST. FIELD OBS	8,832.22
				PAYMENT #2 - CONSTRUCTION OFFICE SUPPORT	3,727.31
					<u>12,559.53</u>
02/19/2025	GEN	461 (A)	INTERDEV, LLC	CONTRACT IT SVC - JANUARY 2025	4,429.17
02/19/2025	GEN	462 (A)	INTERNATIONAL CYBERNETICS COMPANY	ROADWAY CONDITION ANALYSIS - PROJECT CLO	2,415.00
02/19/2025	GEN	463 (A)	JOHN KENO AND COMPANY, INC.	SHORELINE PROTECTION - AWARDED VB 101524	53,761.00
02/19/2025	GEN	464 (A)	LAUTERBACH & AMEN, LLP	ACCOUNTING SERVICES - DECEMBER	7,350.00
02/19/2025	GEN	465 (A)	NORTH SUBURBAN EMPLOYEE COOP	MEDICAL INSURANCE - JANUARY 2025	32,014.06
02/19/2025	GEN	466 (A)	NORTH SUBURBAN EMPLOYEE COOP	DENTAL INSURANCE - JANUARY 2025	1,879.00
02/19/2025	GEN	467 (A)	OSAGE	NOVEMBER TREE INSPECTIONS	318.75
				JANUARY TREE INSPECTIONS	255.00
					<u>573.75</u>
02/19/2025	GEN	468 (A)	PEERLESS NETWORK, INC.	PHONES (VH, PD) 011524-021425	350.72
02/19/2025	GEN	469 (A)	SAFE BUILT	DEC 2024 BUILDING INSPECTIONS AND PLAN R	263.28
				DECEMBER 2024 BUILDING INSPECTIONS AND P	2,976.41
					<u>3,239.69</u>
02/19/2025	GEN	470 (A)	SHERWIN-WILLIAMS	PAINT SUPPLIES TO PAINT OFFICE VH	213.40
				PAINT FOR ADMIN OFFICE	67.46
					<u>280.86</u>
				Total ACH Transaction:	<u>132,791.40</u>

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Check Date	Bank	Check	Vendor Name	Description	Amount
Check Type: EFT Transfer					
02/19/2025	GEN	448 (E)	FIRST NATIONAL BANK OF OMAHA	CONSTANT CONTACT SUBSCRIPTION 011225-021 CERTIFIED MAIL - CODE ENFORCEMENT, UB PO POSTAGE FOR IDOT LETTERS DOMAIN RENEWAL VOK.ORG - 2025 INTERNET SERVICE VILLAGE HALL - JANUARY	66.00 344.99 146.00 23.17 219.55 <hr/> 799.71
02/19/2025	GEN	449 (E)	FIRST NATIONAL BANK OF OMAHA	OTTERBOX PHONE CASE FOR 600 AND 4 PACK D STORAGE BINS FOR KPD HOUSEKEY STORAGE FIREARMS RANGE SUPPLIES-SHIMS, MAGNETS FIREARMS RANGE EQUIPMENT-AIR COMPRESSOR FIREARMS RANGE EQUIPMENT-AIR COMPRESSOR	46.67 43.99 36.38 45.14 144.87 <hr/> 317.05
02/19/2025	GEN	450 (E)	FIRST NATIONAL BANK OF OMAHA	ARBORIST CLASS AND CERTIFICATE LOCK WAS RE KEYED FOR CONFERENCE ROOM VH STARTER REPAIR FOR CHIPPER CREDIT FOR TAX REBATE ON PURCHASE CREDIT FOR TAX REBATE	49.99 53.00 252.33 (49.29) (37.78) <hr/> 268.25
Total EFT Transfer:					<hr/> 1,385.01
Check Type: Paper Check					
02/19/2025	GEN	41269	ADDIS LAW GROUP	PROSECUTION SERVICES - COURT - JAN 2025	350.00
02/19/2025	GEN	41270	ADVANCED TREE CARE	2025 WINTER TREE TRIMMING VB AWARD 01-21	25,000.00
02/19/2025	GEN	41271	AHERN FIRE PROTECTION	IT ROOM FIRE SUPPRESSION SYSTEM	11,659.00
02/19/2025	GEN	41272	AMAZON CAPITAL SERVICES	COPIER PAPER FOR ADMIN	23.51
02/19/2025	GEN	41273	AMERICAN PLANNING ASSOCIATION - IL	FINDINGS OF FACT TRAINING - COMMISSIONER	100.00
02/19/2025	GEN	41274	AT&T	287303835671X2032025 JANUARY PW CELL PHO 287303836344X02032025 6 PD PHONES DEC262	187.15 215.78 <hr/> 402.93
02/19/2025	GEN	41275	BURRIS EQUIPMENT	VENTRAC FRONT WINDSHIELD (BRANCH CRACKED)	399.84
02/19/2025	GEN	41276	Chicago Tank Removal	BD Bond Refund	625.00
02/19/2025	GEN	41277	CLARK BAIRD SMITH LLP	LEGAL FEES - JANUARY 2025	247.50
02/19/2025	GEN	41278	CLASSIC GARDEN ORNAMENTS, LTD.	GREEN BAY/PARK PLANTERS - SHERIDAN STYLE	9,726.00
02/19/2025	GEN	41279	COLLEGE OF DUPAGE	POLICE APPLICANT BACKGROUND CLASS (605 & STREET LIGHTS ELECTRIC 120924-010925	298.00 845.23
02/19/2025	GEN	41280	COM ED-STREET LIGHTS		
02/19/2025	GEN	41281	COMED	PRESSURE REDUCTION STATION ELECTRIC 1226 BOOSTER PUMP STATION ELECTRIC 122624-012 MAHONEY PARK ELECTRIC 122624-012825 WATER TOWER ELECTRIC 123124-013125	64.53 307.53 27.11 72.88 <hr/> 472.05
02/19/2025	GEN	41282	CORE & MAIN LP	6" TEE FOR HYDRANT CUT IN ON EARLSTON	1,175.04
02/19/2025	GEN	41283	DEVELOPMENT SERVICES CENTER	FIREARMS RANGE PAPER TARGETS QTY 400	131.88
02/19/2025	GEN	41284	EHLS/LIFEWAY MOBILITY CHICAGO	TROUBLE SHOOT AND REPAIR ELEVATOR AT BEA	876.00

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02/19/2025	GEN	41285	EMS MANAGEMENT & CONSULTANTS	AMBULANCE FEE DEC. 2024 OCTOBER 24 AMBULANCE FEE NOVEMBER 2024 AMBULANCE FEE	127.10 175.03 204.45 <u>506.58</u>
02/19/2025	GEN	41286	FIRE SAFETY CONSULTANTS, INC.	FIRE SUPPRESSION INSPECTION - 542 ABBOTS	240.00
02/19/2025	GEN	41287	GEWALT HAMILTON ASSOC., INC	ENG PLAN REVIEW SERVICES - DECEMBER 24 GENERAL ENGINEERING REVIEW - DECEMBER 24 604 GB RD ENG PLAN REVIEW - DEC. 24	2,437.44 744.00 100.00 <u>3,281.44</u>
02/19/2025	GEN	41288	GIS CONSORTIUM	2024 GIS CONSORTIUM FEE	680.00
02/19/2025	GEN	41289	GLENBROOK AUTO PARTS INC	REVERSE ALARM FOR 5 YARD DUMP TRUCK WINDSHIELD WASHER NOZZLE AND HOSE CONNEC	48.01 36.98 <u>84.99</u>
02/19/2025	GEN	41290	IACP-INTERN ASSOC CHIEFS OF POLICE	IACP ACTIVE DUES FROM 01/01/2025 THRU 12	220.00
02/19/2025	GEN	41291	ID CHECKING GUIDE, INC.	2025 ID CHECKING GUIDE X 3 FOR SQUAD CAR	75.50
02/19/2025	GEN	41292	ILLINOIS CITY MANAGEMENT ASSN	MARCH VM PROFESSIONAL DEVELOPMENT	65.00
02/19/2025	GEN	41293	ILLINOIS MUNICIPAL LEAGUE	VILLAGE DUES 2025	350.00
02/19/2025	GEN	41294	J.G. UNIFORMS INC	UNIFORMS - SILVA (CAP, CAP STRAP, GOLD C	139.00
02/19/2025	GEN	41295	JULIE INC	2025 ANNUAL ASSESSMENT INVOICE (2024 ACT	1,085.70
02/19/2025	GEN	41296	KLOEPFER CONSTRUCTION, INC	WATER MAIN BREAK REPAIR ESSEX AND MELROS	2,560.00
02/19/2025	GEN	41297	KRAM DIGITAL SOLUTIONS, INC	2025 SEASON BEACH PASSES	837.00
02/19/2025	GEN	41298	LAW ENFORCEMENT RECORDS MGR OF IL	LERMI MEMBERSHIP JAN 2025-DEC 2025	40.00
02/19/2025	GEN	41299	LECHNER AND SONS	1ST WEEK OCTOBER MAT RENTAL TRAIN STATIO 2ND WEEK OF OCTOBER MAT RENTAL TRAIN STA 3RD WEEK OF OCTOBER MAT RENTAL TRAIN STA 4TH WEEK OCTOBER MAT RENTAL TRAIN STATIO 1ST WEEK OF DECEMBER MAT RENTAL 4TH WEEK DECEMBER MAT RENTAL TRAIN STATI 1ST WEEK JANUARY MAT RENTAL TRAIN STATIO 2ND WEEK OF JANUARY MAT RENTAL TRAIN STA	48.18 48.18 48.18 48.18 48.18 51.56 51.56 51.56 <u>395.58</u>
02/19/2025	GEN	41300	LEXIPOL LLC	ANNUAL LAW ENFORCEMENT POLICY MANUAL & D	6,666.53
02/19/2025	GEN	41301	MECOR, INC.	LED BULBS FOR STREET LIGHTS	698.50
02/19/2025	GEN	41302	MID AMERICAN WATER OF	FIRE HYDRANT AND PARTS FOR EARLSTON FIRE HYDRANT AND PARTS FOR EARLSTON	6,375.66 666.59 <u>7,042.25</u>
02/19/2025	GEN	41303	MILLEN ACE HARDWARE	4 KEYS FOR NEW BIKE LOCK AT PW YARD GALVANIZED PLUG FOR SINK. 13 W T5 SMALL BULBS 10 W T5 SMALL BULBS FASTNERS FOR WALL BRACKET KEYS (2) FOR VILLAGE & TRAIN LOBBY BULLE KEYS FOR TRAIN STATION CREDIT FOR PURCHASES	8.96 2.51 32.36 26.98 1.15 10.76 8.96 (45.85) <u>45.83</u>

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02/19/2025	GEN	41304	MJ Brothers, Inc.	BD Bond Refund	1,990.00
02/19/2025	GEN	41305	NICOR	BOOSTER PUMP GAS 122024-012225 PUBLIC WORKS GAS 122024-012225 WATER PLANT GAS 122124-012225 WATER TOWER GAS 122024-012225	148.70 229.18 250.04 53.05
					<hr/>
					680.97
02/19/2025	GEN	41306	NORTHERN WEATHERMAKERS HVAC	WATER PLANT BOILER REPAIR	4,061.45
02/19/2025	GEN	41307	NOVA FIRE PROTECTION, INC	4" CROSS ON FIRE SUPPRESSION EMERGENCY RE	2,310.00
02/19/2025	GEN	41308	PACE ANALYTICAL SERVICES, LLC	JANUARY BACT T WATER SAMPLE	60.00
02/19/2025	GEN	41309	QUADIENT FINANCE USA, INC.	POSTAGE PURCHASE JANUARY 2025	268.32
02/19/2025	GEN	41310	QUALIFICATION TARGETS INC	PD TARGET MATERIALS	299.87
02/19/2025	GEN	41311	Ragsdale	BD Bond Refund	2,500.00
02/19/2025	GEN	41312	ROSE PEST SOLUTIONS, INC.	SEMI-ANNUAL PEST CONTROL	86.00
02/19/2025	GEN	41313	Ross Kwasteniet	ESCROW REFUND 240 KENILWORTH AVE	2,500.00
02/19/2025	GEN	41314	SOYFER ELECTRIC, INC.	T5 LIGHT BULBS	160.00
02/19/2025	GEN	41315	STAPLES, INC.	OFFICES SUPPLIES FOR PD	165.65
02/19/2025	GEN	41316	STATE OF ILLINOIS	BOILER INSPECTION BY THE STATE FIRE MARS	100.00
02/19/2025	GEN	41317	SUN-TIMES MEDIA	220 MELROSE AVE ZBA LEGAL NOTICE	266.00
02/19/2025	GEN	41318	SUNRISE TREE SERVICE, INC.	STUMP GRIND 515 STERLING DISEASED ELM REMOVED ON PARK DR BLVD	175.00 2,525.00
					<hr/>
					2,700.00
02/19/2025	GEN	41319	SUPERIOR INDUSTRIAL SUPPLY CO.	FREIGHT FOR TOWEL DISPENSERS	30.00
02/19/2025	GEN	41320	TESKA ASSOCIATES	ONGOING PLANNING SRVCS DEC 2024	2,717.19
02/19/2025	GEN	41321	TRADITIONAL TREE CARE	REMOVAL OF 4 DEAD/DISEASED PARKWAY TREES	5,125.00
02/19/2025	GEN	41322	US Waterproofing	BD Bond Refund	2,250.00
02/19/2025	GEN	41323	VERIZON WIRELESS	CELL SERVICE FOR METER READ - 010425-020	214.12
02/19/2025	GEN	41324	VILLAGE OF GLENVIEW	JOINT DISPATCH SERVIES Q1 2025 (JAN,FEB,	56,544.25
02/19/2025	GEN	41325	VILLAGE OF WINNETKA	FIRE PROTECTION SERVICES 2025 - 1ST INST	239,578.92
02/19/2025	GEN	41326	Walter Keefe & Sons	BD Bond Refund	2,500.00
02/19/2025	GEN	41327	WILMETTE AUTO BODY	SAFETY INSPECTION OF VEHICLE 116	40.00
02/19/2025	GEN	41328	WILMETTE TRUCK & BUS SERVICE	SAFETY VEHICLE STATE MANDATE INSPECTIONS	80.00
02/19/2025	GEN	41329	ZAFIRO PAPASTRATAKOS // ZTP STUDIO	2025 PERMIT COORDINATION / CODE ENFORCEM	5,336.62
					<hr/>
					409,968.24
					<hr/> <hr/>

GEN TOTALS:

Total of 84 Checks:	544,144.65
Less 0 Void Checks:	0.00
Total of 84 Disbursements:	<hr/> 544,144.65

02/12/2025 11:27 AM  
User: JSCHMIDT  
DB: Kenilworth

CHECK REGISTER FOR VILLAGE OF KENILWORTH  
CHECK DATE FROM 01/23/2025 - 02/12/2025  
CLASS B WARRANTS FOR 2/18/2025  
TO BE RATIFIED

Check Date	Bank	Check	Vendor Name	Description	Amount
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Bank GEN GENERAL OPERATING

Check Type: ACH Transaction

02/04/2025	GEN	447 (A)	INTERGOVERNMENTAL RISK MGT AGENCY	2025 ANNUAL IRMA CONTRIBUTION	129,066.00
				Total ACH Transaction:	129,066.00

GEN TOTALS:

Total of 1 Checks:	129,066.00
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	129,066.00



## Request for Board Action

**Agenda Item:** V.A.1

**Considered By:**  
Village Board

**Date:**  
02/18/25

**Staff Contact:** Donald Leicht, Superintendent

**Subject:** Adoption of an Ordinance Declaring Certain Public Works Department Property as Surplus and Authorizing the Sale or Disposal Thereof

**Summary:** Pursuant to State Code, the Village is required to declare property surplus and cause it to be sold or disposed of if it no longer benefits the Village. Village property can only be deemed surplus through adoption of an Ordinance by the Board of Trustees. It is recommended that the Village Board adopt an Ordinance authorizing the sale of certain Public Works Department equipment.

**Background of Matter:** The Village regularly replaces equipment after it has passed its useful life. In order to dispose or sell equipment that is no longer of use to the Village, the Village Board must first declare the items as surplus property.

Items determined to have no useful purpose for the Village include a 2002 Toro single stage snow blower, an LED rooftop strobe light, MSA supplied air respirator for confined spaces, HACH Velocity Flow Meter, and two (2) HACH Flow loggers used to collect the data. All items presented are surplus and are obsolete, or not in working order. If approved, the items will be disposed of or placed in an online auction.

**Policy:** Property owned by the Village must be determined to be surplus for it to be sold or disposed of. An Ordinance is required to effectuate the action.

**Financial Impact:** Any revenue generated from the sale of surplus property will be applied to the General Fund.

**Recommendation:** The Public Works Superintendent recommends that the Village Board consider and adopt the attached Ordinance as presented.

**Attachment:**

- Proposed Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DECLARING CERTAIN PUBLIC WORKS DEPARTMENT PROPERTY  
AS SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF**

Passed by the Board of Trustees this \_\_ day of \_\_\_\_\_, 2025

Published by the Board of Trustees this \_\_ day of \_\_\_\_\_, 2025

Printed and published in pamphlet form by authority of the President and Board of Trustees

VILLAGE OF KENILWORTH, ILLINOIS

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Village Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DECLARING CERTAIN PUBLIC WORKS DEPARTMENT PROPERTY AS SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF**

**WHEREAS**, the President and Board of Trustees may designate property that is no longer needed by the Village to provide services or that does not otherwise benefit the Village as surplus property; and

**WHEREAS**, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees may authorize the sale or disposal of surplus property; and

**WHEREAS**, the President and Board of Trustees have determined that it is no longer necessary or useful, or in the best interests of the Village, to retain the items listed in Exhibit A attached to this ordinance, currently owned by the Village ("***Sale Property***"); and

**WHEREAS**, the President and Board of Trustees have determined that it is in the best interest of the Village to sell or dispose the surplus property;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF KENILWORTH, COOK COUNTY, ILLINOIS**, as follows:

**SECTION 1. RECITALS.** The foregoing recitals are incorporated in this Ordinance as the findings of the President and Board of Trustees.

**SECTION 2. SALE OF SURPLUS PROPERTY.** Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the Public Works Superintendent is hereby authorized and directed to sell or dispose of the property listed in Exhibit A.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be effective following its passage, approval, and publication in pamphlet form in the manner required by law.

This \_\_day of \_\_\_\_\_, 2025

AYES:  
NAYS:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Cecily Kaz  
Village President

ATTEST:

\_\_\_\_\_  
Michel Gagnon  
Village Clerk

## **EXHIBIT A**

- 2002 Toro Single stage snow blower
- LED rooftop strobe light
- MSA supplied air respirator (used for water plant confined spaces)
- Hach flow meter
- Two (2) Hach 900 flow logger



## Request for Board Action

**Agenda Items:** V.A.2

**Considered By:**  
Village Board

**Date:**  
02/18/25

**Staff Contact:** Heather McFarland, Administration

**Subject:** Resolution Approving Change Order Number 1  
for the Construction Observation Services with GZA Geoenvironmental Inc. by  
Increasing the Contract Price by \$4,990 for a Final Contract Amount of \$47,449

**Summary:** Changing conditions at Kenilworth Beach in late 2024 necessitated further evaluation to determine whether scope changes would be required for the ongoing shoreline protection project. GZA, who provides observation services for the project, prepared construction alternatives and supplementary information for the Village to consider. The work associated with these services was completed in January 2025 and requires a change order of \$4,990.

**Background of Matter:** An agreement with GZA Geoenvironmental Inc. to provide construction observation services for the shoreline protection project was approved by the Village Board at a special meeting on October 15, 2024. The original agreement amount was \$43,000.

Due to unforeseen conditions at Kenilworth Beach during construction, water depths increased along the alignments of the existing groins. The increase in depth resulted in the need for additional stone to complete the construction. To offset the expense, GZA prepared several project alternatives for consideration at the Village's request.

GZA's analysis of alternatives is beyond the originally approved scope of work and requires a change order. The increase in the contract amount is \$4,990, from \$42,459 to a new total of \$47,449. Since the increase is above 5% of the approved agreement amount, Village Board approval of the change order is required.

Staff recommend that the Village Board approve the change order for GZA's services.

**Financial Impact:** A change order in the amount of \$4,990 will be paid for through Fund 28 where the observation services were budgeted for 2025. The change order is an unbudgeted expense.

**Recommendation:** Village Staff recommend that the Village Board approve the change order in the amount of \$4,990 for construction observation services.

**Attachments:**

- Resolution Approving the Change Order
- GZA Change Order
- Resolution 2024-25 adopted on October 15, 2024
- Executed contract adopted on October 15, 2024

**VILLAGE OF KENILWORTH  
RESOLUTION NO. 2025 - \_\_\_\_**

**RESOLUTION APPROVING CHANGE ORDER NUMBER 1 FOR THE  
CONSTRUCTION OBSERVATION SERVICES WITH GZA GEOENVIRONMENTAL INC.  
BY INCREASING THE CONTRACT PRICE BY \$4,990 FOR A FINAL CONTRACT  
AMOUNT OF \$47,449**

**WHEREAS**, the Village of Kenilworth (“**Village**”) is an Illinois municipal corporation organized and operating in accordance with the State of Illinois Constitution and the Illinois Municipal Code 65 ILCS 5/1, *et seq.*) (“**Code**”); and

**WHEREAS**, the Corporate Authorities adopted Resolution 2024-25 on October 15, 2024 and authorized a contract (“**Contract**”) with GZA Geoenvironmental for Construction Observation Services for the Village as part of the Beach Improvement Shoreline Protection Project in the Amount of \$42,459 (“**Project**”); and

**WHEREAS**, additional services are now required to in connection with construction of the Project; and

**WHEREAS**, at the request of the Village, the scope of the Project required adjustment to ensure improvements were constructed in keeping with the Village’s standards and budgetary requirements; and

**WHEREAS**, the change in scope requires an increase in the Contract amount through a Change Order; and

**WHEREAS**, the Change Order will increase the Contract by \$4,990 from its original amount of \$42,459 for a new total of \$47,449; and

**WHEREAS**, the Village Purchasing Manual requires Village Board approval of any change order that increases the Contract price by 5% or more; and

**WHEREAS**, the Village Board agrees to authorize and approve Change Order Number 1 for the Project; and

**WHEREAS**, the Village will proceed with a Budget Amendment Ordinance at the end of the year to account for the budget increase in Fiscal Year 2025; and

**WHEREAS**, based on the recommendation of the Village Manager, the Village Board makes the following findings and determinations in accordance with the Section 2 of the Purchasing Manual regarding changes to the Contract:

1. The Change Order recommended in Exhibit A, which is attached hereto and made a part hereof, modifies the Contract.
2. The Change Order is made necessary by circumstances not foreseeable at the time the Contract was signed and is germane to the Contract as originally signed.
3. The change is in the best interests of the Village to complete this project.

**WHEREAS**, the Village Board find that it is in the Village’s best interests to approve the Change Order attached as Exhibit A, that doing so will promote the public health, safety, morals, and welfare; and

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

**SECTION 1:** Each recital set forth above is incorporated by reference into this Section 1.

**SECTION 2:** The Village Board approves Change Order Number 1 and authorizes an increase in the Contract price from \$42,459 by \$4,990, for a total new Contract amount of \$47,449, all as more fully set forth in Exhibit A.

**SECTION 3:** The Corporate Authorities of the Village of Kenilworth authorize and direct the Village Manager, to execute the Change Order on the Village's behalf and to take all actions necessary to implement the Change Order's terms.

**SECTION 4:** Each section, paragraph, clause and provision of this Resolution is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision.

**SECTION 5:** This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

**PASSED:** This \_\_\_ day of February, 2025

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 16<sup>th</sup> day of February, 2025.

---

President of the Village of Kenilworth  
Cook County, Illinois

**ATTESTED AND FILED** in my office this \_\_\_ day of February, 2025, and published in pamphlet form as provided by law in the Village of Kenilworth, Illinois.


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Village Clerk

**Exhibit "A"**

**Change Order Number 1**

(attached)

 <b>GZA GeoEnvironmental, Inc.</b> 915 Harger Road, Suite 330, Oak Brook, Illinois 60523 630-684-9100	<h2 style="margin: 0;">CHANGE ORDER #1</h2>
---	---

<b>To:</b>	Ms. Kathy Thake, Village Manager	<b>Job Name:</b>	Kenilworth Beach Improvements, Construction Observation	<b>Date:</b>	1/10/25
<b>Client Information:</b>	Village of Kenilworth 419 Richmond Road Kenilworth, Illinois 60043-1140	<b>Job Location:</b>	Kenilworth Beach 1 Kenilworth Avenue Kenilworth, Illinois	<b>Project No.:</b>	20.0157933.30
<b>Client Phone/Email:</b>	847-251-1666 / <a href="mailto:kthake@vok.org">kthake@vok.org</a>	<b>Existing Contract Amount:</b>	\$42,459		
		<b>P.O./Contract Date:</b>	8/15/24		

**Change Order Information**

**We agree to make the change(s) specified below:**

During project construction, several significant storms were recorded, with a couple of events with sustained east and northeast winds. These storms produced significant bottom scour and deepening of the water depths along the alignments of the Steel Sheet Piling (SSP), north and south groins. A Memorandum was issued on December 23, 2024,<sup>(1)</sup> to summarize the need for additional stone materials and potential alternatives to mitigate for contractor change orders.

On January 2, 2025, a second Memorandum<sup>(2)</sup> was provided to answer questions received from the Village. In addition, GZA conducted a presentation with the Village representatives on January 6, 2025. Based on the input received, GZA created alternate design plans, computer volumetric analysis, and calculations for the additional materials needed with construction cost estimates and coordinate with the contractor. A Preferred Plan was selected, and a contractor Change Order was drafted.

**Cost**


The time and materials cost incurred for the additional engineering scope of work, as described above, is \$4,990, as follows:

Associate Principal/Project Manager	11 hours @\$190/hr	\$2,090
Engineer I	20 hours @\$145/hr	<u>\$2,990</u>
	<b>Total</b>	<b>\$4,990</b>

1. Memorandum, Change in Conditions Consideration, Alternate Designs for Review, Kenilworth, Illinois, dated December 23, 2024, GZA File No. 20.0157933.30.
2. Memorandum, Responses to Questions and Additional Considerations, Alternate Designs for Review, Kenilworth, Illinois, dated January 2, 2025, GZA File No. 20.0157933.30.

<b>Contract Information:</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Lump Sum	T&M	Total Contract Change Amount	Estimated Contract Change Amount
	<input checked="" type="checkbox"/>	Increase	<input type="checkbox"/> Decrease	by this Change Order: \$
				4,990.00
				Net change by previous Change Orders: \$
				N/A
				Original Contract Amount: \$
				42,459.00
				Revised Contract Amount including this Change Order: \$
				47,449.00

NOTE: This Change Order becomes part of and in conformance with the existing contract. In all other respects, the Agreement remains the same.

GZA GEOENVIRONMENTAL, INC.		VILLAGE OF KENILWORTH	
Printed Name:	Dan Veriotti, P.E.	Printed Name:	
Date:	1/10/25	Date:	
Signature:		Signature:	

**Please return one signed copy to GZA.**



Known for excellence.  
Built on trust.

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
T: 630.684.9100  
F: 630.684.9120  
www.gza.com

January 7, 2025  
File No. 20.0157933.30

Mr. Derek Schwanebeck, Project Manager  
John Keno and Company, Inc.  
8623 West Bryn Mawr Avenue, Suite 501  
Chicago, Illinois 60631-3525

Re: Request for Proposal/Contract Change Order  
Kenilworth, Illinois

Dear Mr. Schwanebeck:

GZA GeoEnvironmental, Inc. (GZA) reviewed the survey data you collected part of the Change in Conditions and discussed the information with the Village of Kenilworth ("Village"). GZA worked on a few alternate designs and plans to reduce the construction costs and reduce the additional materials needed for the project due to wave scouring (deeper near-shore water depths encountered) in the vicinity of the Steel Sheet Piling (SSP) groin alignments. Based on the Village meeting on January 6, 2024, the decision is to proceed with the following, as summarized below.

1. South Groin:

- Reduce the crest elevation of the stone breakwater by 1 foot to 582.0 feet International Great Lakes Datum of 1985 (IGLD 85);
- Provide additional core stone to compensate for the average computed 2.5 feet of water depth increase;
- Keep two layers of armor stone as initially designed; and
- Reduce the stone structure length by 10 feet (to 40 feet instead of 50 feet per original design). In the attached plans, this is labeled South Groin Alternative 2, Cross-Section E-E'.

2. North Groin:

- Use the additional design cross-sections to close the gap (average 23 feet) as measured from the SSP bulkhead, labeled I-I' and H-H' in the attached plans. These cross-sections are provided with two layers of armor stone (no core) in shallow water depths (average 575.8 feet IGLD 85).
- The cross-section I-I' has a crest with of 10'-10", while H-H' has a width of 15'-3", in order to provide a smooth transition to the full built revetment crest;
- Cross-section I-I' will start along the existing building lower SSP bulkhead, with no stone placed on the concrete cap; and
- Maintain the design crest elevation of 583.0 feet IGLD 85.

3. Torpedo Sand and Bird's Eye Sand:

- Eliminate the Torpedo sand contract quantity of 1,200 cubic yards (CYDS), but keep the 4,260 CYDS of Bird's Eye sand.



4. Independent Engineering Costs:

GZA performed an independent analysis of the revised construction costs based on the items listed above and as summarized below.

- North Groin used armor stone: 1,910 tons;
- North Groin Core used stone: 140 tons;
- North Groin armor needed to close 23-foot gap: 261 tons;
- Core stone total imported: 150 tons, 10 tons stored on-site (not placed);
- Contract armor stone remaining quantity (includes the placed stone at the south groin): 540 tons;
- South Groin additional core stone needed based on approved Alternative 2 (40-ft): 64 tons; and
- South Groin armor stone needed to build Alternative 2 (40-ft): 615 tons.

A net Change Order of \$9,086.60 is calculated based on our estimated material quantities.

**Table 1. Engineer Independent Opinion of Project Costs**

Net Balance (Proposed Change Order)			
North Groin (Core Stone)	70 tons additional		\$8,281.00
North Groin (Armor Stone)	Use 261 tons to close gap		\$0.00
South Groin Alternative 2 (40 Ft), Core	54 tons core, additional		\$6,388.20
South Groin Alternative 2 (40 Ft), Core	Use 10 tons available		\$1,183.00
South Groin Alternative 2 (40 Ft), Armor	Use 279 tons available		\$0.00
South Groin Alternative 2 (40 Ft), Armor	336 tons additional		\$55,574.40
Torpedo Sand (Credit)	Remove from contract		\$62,340.00
North Groin and South Groin Alt. 2 Total			\$9,086.60

GZA can provide our .dwg files for the volumetric analysis (built elevation models) and Excel estimates. Please provide the following:

- Independent contractor verification of the Engineer estimates and a written response letter; and
- If instructed/approved to proceed with the work, a verification survey by collecting spot elevations at the South Groin to make sure the water depths are the same as assumed in our calculations.

GZA appreciates the opportunity to be of assistance. Please feel free to contact the undersigned at (224) 275-2123 or via email at [dan.veriotti@gza.com](mailto:dan.veriotti@gza.com) if you have questions.

Very truly yours,

**GZA GeoEnvironmental, Inc.**

Dan Veriotti, P.E.  
 Associate Principal/Coastal Engineer/VP

J:\157900to157999\157933 Kenilworth\30 Const Obs\Project Control\FINAL 20.0157933.30 Request for CO\_Kenilworth 1-7-25.docx

Attachments: Project Plans

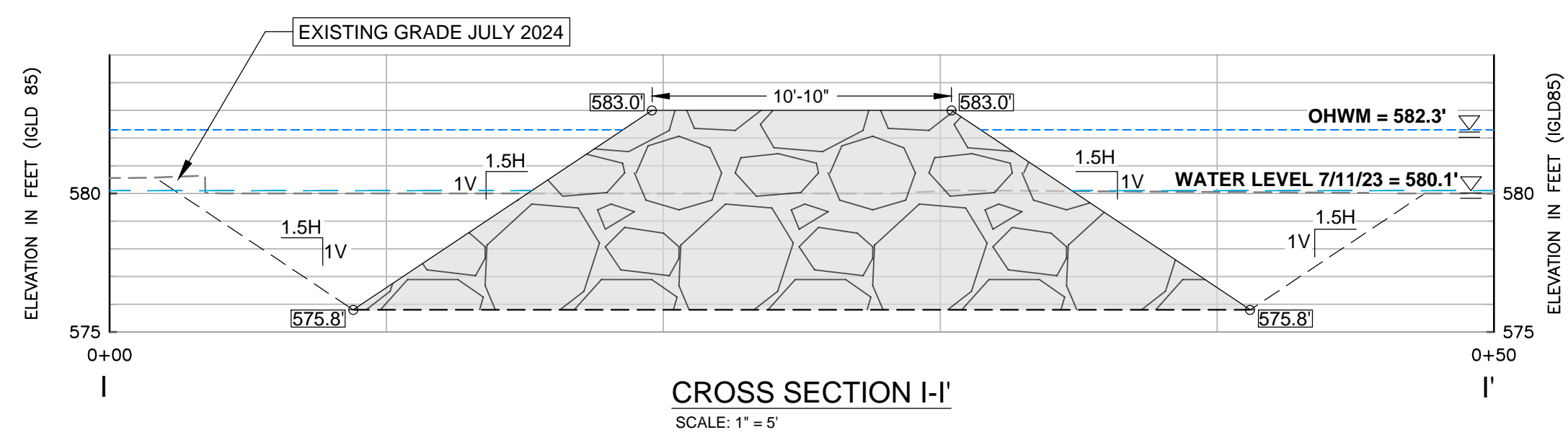
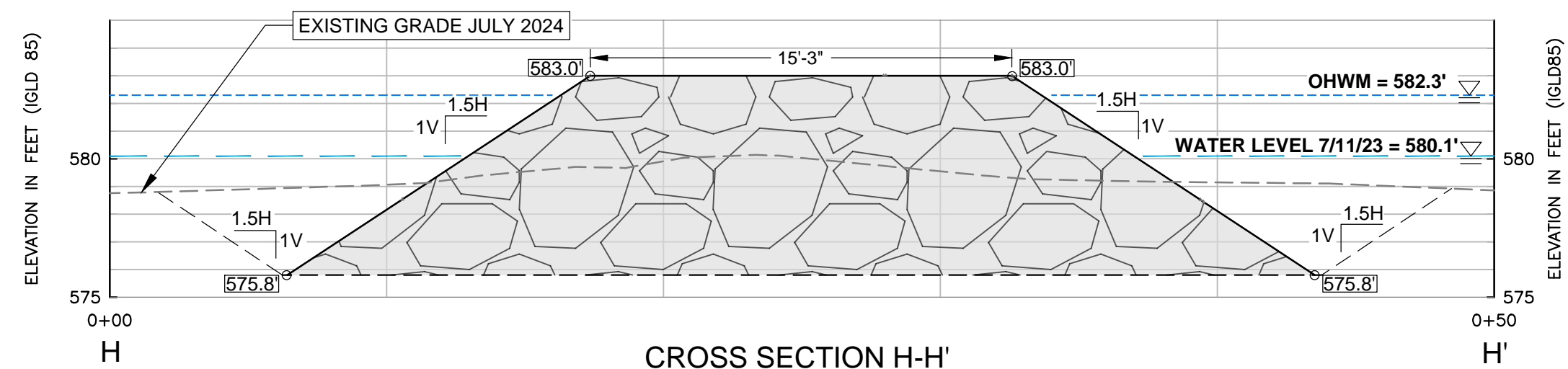
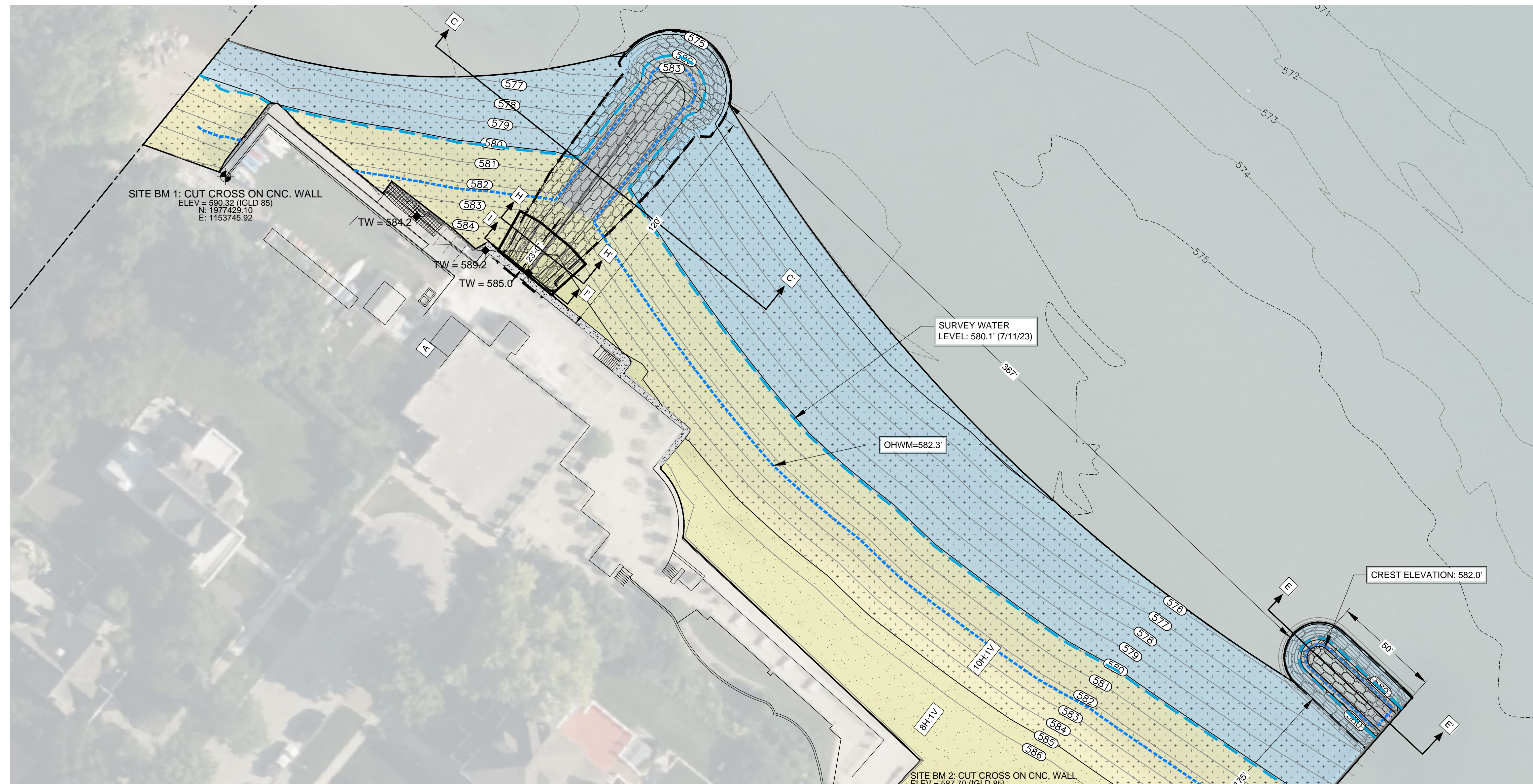
cc: Kathy M. Thake, Village of Kenilworth Manager



**ATTACHMENT 1**

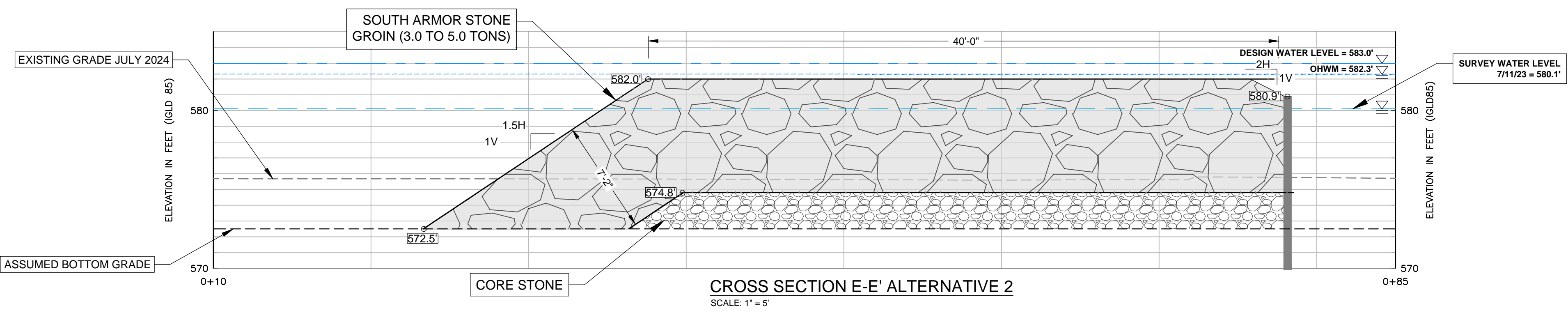
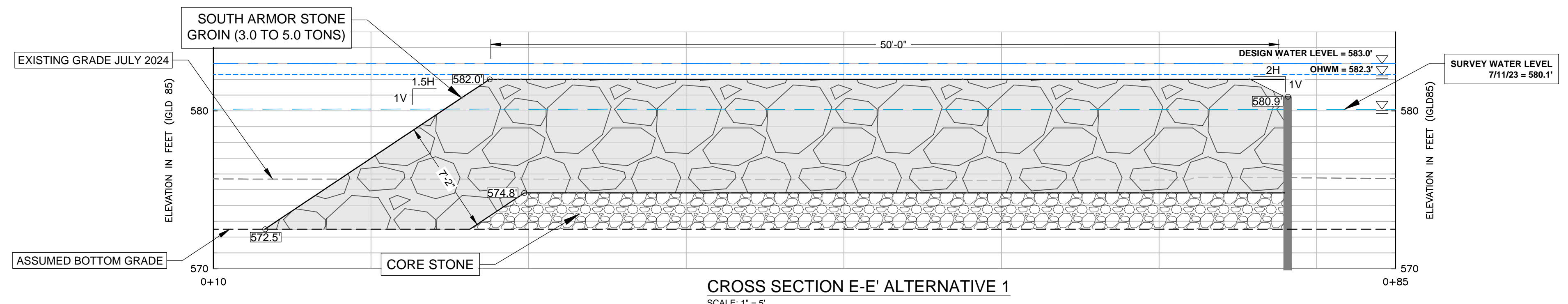
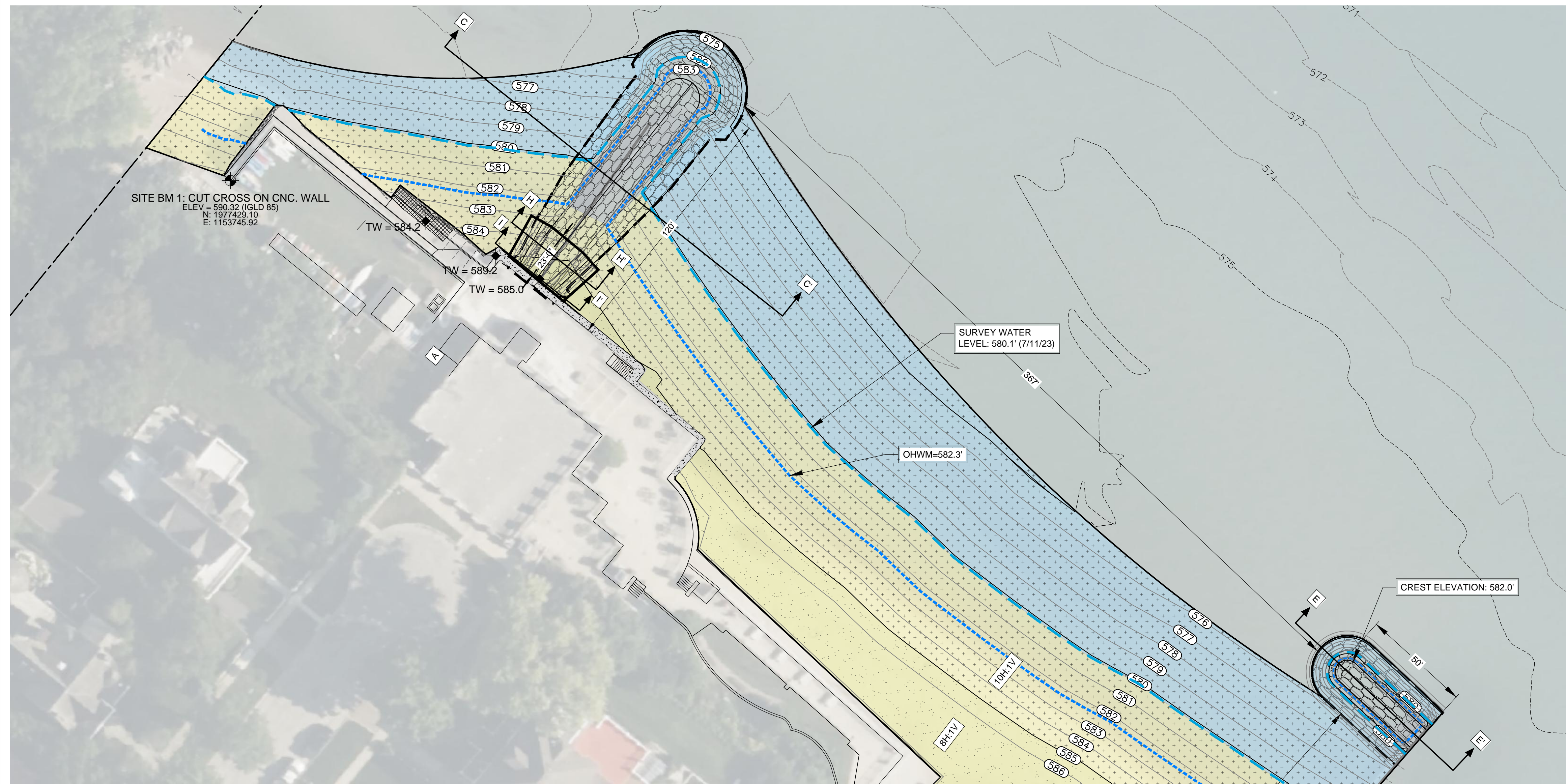
**Project Plans**

© 2024 - GZA GeoEnvironmental, Inc. GZA--\157900\157993\157933 KENILWORTH\20 SHORELINE PROTECTION D-E\FIGURES\1 DWG\GZA\_20.0157933.20\_FINAL BID PACKAGE\_V8\_SOUTHERNBEACHWATER.DWG ADDITIONAL CROSS SECTIONS DECEMBER 20, 2024 11:03AM COLIN BYRON



NO.	ISSUE/DESCRIPTION	BY	DATE
UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.			
<b>KENILWORTH BEACH IMPROVEMENTS</b> 37 KENILWORTH AVE KENILWORTH, IL 60043			
<b>CROSS SECTIONS H-H' AND I-I'</b>			
PREPARED BY:	GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PREPARED FOR:	MR. PATRICK BRENNAN VILLAGE OF KENILWORTH 419 RICHMOND ROAD KENILWORTH, ILLINOIS 60043
PROJ MGR: DV	REVIEWED BY: DV	CHECKED BY: DV	DRAWING NO. <b>9</b>
DESIGNED BY: DV	DRAWN BY: CJB	SCALE: AS NOTED	
DATE: DECEMBER, 2024	PROJECT NO. 20.0157933.20	REVISION NO.	

© 2024 - GZA GeoEnvironmental, Inc. GZA-15790070157990\157933 KENILWORTH\20 SHORELINE PROTECTION D-E\FIGURES\1 DWG\GZA\_20.0157933\_20\_FINAL BID PACKAGE\_V8\_SOUTHBREAKWATER.DWG ADDITIONAL CROSS SECTIONS (2) DECEMBER 20, 2024 11:03AM COLIN BYRON



NO.	ISSUE/DESCRIPTION	BY	DATE
UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.			
<b>KENILWORTH BEACH IMPROVEMENTS</b> 37 KENILWORTH AVE KENILWORTH, IL 60043			
<b>SOUTH BREAKWATER ALTERNATIVES</b>			
PREPARED BY:	GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PREPARED FOR:	MR. PATRICK BRENNAN VILLAGE OF KENILWORTH 419 RICHMOND ROAD KENILWORTH, ILLINOIS 60043
PROJ MGR: DV	REVIEWED BY: DV	CHECKED BY: DV	DRAWING NO. <b>10</b>
DESIGNED BY: DV	DRAWN BY: CJB	SCALE: AS NOTED	
DATE: DECEMBER, 2024	PROJECT NO: 20.0157933.20	REVISION NO.	

**VILLAGE OF KENILWORTH  
RESOLUTION NO. 2024-25**

**A RESOLUTION APPROVING A CONSTRUCTION OBSERVATION SERVICES  
AGREEMENT WITH GZA GEOENVIRONMENTAL INC. IN THE AMOUNT NOT TO EXCEED  
\$43,000**

**WHEREAS**, the Village of Kenilworth ("**Village**") is an Illinois municipal corporation organized and operating in accordance with the Illinois Municipal Code (65 ILCS 5/1, *et seq.*) and the Constitution of the State of Illinois; and

**WHEREAS**, GZA GeoEnvironmental Inc. ("**GZA**"), is a Massachusetts corporation authorized to do business in the State of Illinois that performs construction observation services; and

**WHEREAS**, the Village is authorized to enter into contracts for the employment of outside professionals who require technical training or knowledge (65 ILCS 5/2-3-8; 8-7-1(b)); and

**WHEREAS**, the Village desires to contract with GZA to perform construction observation services for the Village as part of the Village's Beach Improvement Shoreline Protection Project, subject to the terms and conditions of the Construction Observation Services Agreement, which is attached hereto and made a part hereof as **Exhibit A** ("**Agreement**"); and

**WHEREAS**, the corporate authorities of the Village have reviewed the Agreement and determined that it is in the best interests of the Village and its residents to execute the Agreement with GZA.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

**Section 1. Recitals and Exhibits.** The foregoing recitals and all exhibits attached to this Resolution are incorporated as though fully set forth in this Section.

**Section 2. Agreement Approved.** The Agreement, attached hereto and made a part hereof as **Exhibit A**, is approved, subject to Village Manager and Village Attorney review, and the Village President and Village Clerk are authorized to execute the Agreement.

**Section 3. Authority.** The Village Manager is authorized and directed to take all steps necessary to implement and enforce the Agreement's terms.

**Section 4. Conflict.** In the event a conflict exists between this Resolution's terms and the terms of any other Village ordinance or resolution, the terms of this Resolution shall control.

**Section 5. Severability.** If any part, subsection or clause of this Resolution is deemed unconstitutional, invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining parts, subsections, and clauses not affected thereby shall remain fully valid and enforceable to the fullest extent permitted by law.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon its passage and approval as provided by law.

Passed this 15<sup>th</sup> day of October, 2024.

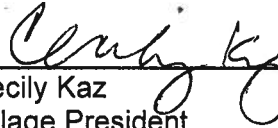
AYES: Kelly, Gottschall, Lojkovic, Hannus, Ottsen

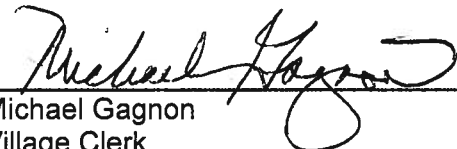
NAYS: None

ABSENT: Ransford

ABSTAIN: None

Approved this 15<sup>th</sup> day of October, 2024.

  
\_\_\_\_\_  
Cecily Kaz  
Village President

  
\_\_\_\_\_  
Michael Gagnon  
Village Clerk

**EXHIBIT A**

**VILLAGE OF KENILWORTH  
CONSTRUCTION OBSERVATION  
SERVICES AGREEMENT FOR  
KENILWORTH BEACH  
IMPROVEMENTS  
(SHORELINE PROTECTION)**

[attached]

**VILLAGE OF KENILWORTH  
CONSTRUCTION observation  
SERVICES AGREEMENT FOR  
KENILWORTH BEACH  
IMPROVEMENTS  
(SHORELINE PROTECTION)**

**THIS AGREEMENT** is dated as of the 15 day of October, 2024 ("**Agreement**") and is by and between the **VILLAGE OF KENILWORTH**, an Illinois municipal corporation ("**Village**") and the Engineer identified in Subsection 1A below ("**Engineer**"). The Village and Engineer may be referred to individually as "**Party**" and jointly as "**Parties**."

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

**SECTION 1. ENGINEER.**

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

**GZA GeoEnvironmental Inc. ("GZA")  
915 Harger Road Suite 330  
Oak Brook, Illinois 60523  
224-275-2123  
Dan Veriotti, P.E.  
Associate Principal/Coastal Engineer/VP  
[dan.veriotti@gza.com](mailto:dan.veriotti@gza.com)**

**B. Project Description.** The Engineer will provide construction observation services as described in **Exhibit A ("Services")**.

**C. Representations of Engineer.** The Engineer has provided a description of the Services, a copy of which is attached as **Exhibit A** to this Agreement ("**Proposal**"). The Engineer represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the construction observation services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized firms providing services of a similar nature.

**D. Agreement Amount.** The total amount billed by the Engineer for the Services under this Agreement shall not exceed **\$42,459 ("Agreement Amount")**, as outlined in **Exhibit A**, unless amended pursuant to Subsection 8A of this Agreement.

**SECTION 2. SCOPE OF SERVICES.**

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

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

**C. Commencement: Time of Performance.** The Engineer shall commence the Services immediately upon receipt of written notice from the Village that this Agreement **32**

been fully executed by the Parties and payment by the Village to the Engineer shall be made in accordance with Exhibit A. The Engineer shall diligently and continuously prosecute the Services until the completion of the Services, as determined by the Village Manager (“**Time of Performance**”).

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

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

**A. Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village. All reimbursable expenses should be incorporated in the proposed project cost. If the services of an outside Engineer or professional are recommended/needed, those costs shall be listed separately from the Agreement Amount.

**B. Invoices and Payment.** The Engineer shall be paid as provided in **Exhibit A**. The Engineer shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Engineer. The Village shall pay to the Engineer the amount billed in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

**C. Records.** The Engineer shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Engineer for Services performed under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

**D. Claim In Addition To Agreement Amount.** If the Engineer wishes to make a claim for additional compensation as a result of action taken by the Village, the Engineer shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Engineer, the Engineer shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

**E. Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Engineer.

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

### **SECTION 4. PERSONNEL: SUBENGINEERS.**

**A. Key Project Personnel.** The Engineer identified in Section 1A shall be primarily responsible for carrying out the Services. The Engineer’s obligations, rights, and duties under

this Agreement shall not be assigned unless assignment is made in accordance with Subsection 8B.

**B. Availability of Personnel.** The Engineer shall provide all personnel necessary to complete the Services. The Engineer shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to the termination of personnel or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation of personnel.

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

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

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

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

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

## **SECTION 6. WARRANTY: INDEMNIFICATION: INSURANCE.**

**A. Warranty of Services.** The Engineer warrants that the Services shall be performed in accordance with the standard of care and diligence practiced by civil Engineers in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

**B. Indemnification.** To the full extent provided by law, the Engineer shall, without regard to the availability or unavailability of any insurance, either of the Village or the Engineer, indemnify, hold harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Engineer's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Engineer, except to the extent caused by the sole negligence of the Village. However, the Consultant shall have no upfront duty to defend the Village for claims related to the performance of professional services under the professional liability policy, but shall reimburse defense costs to the same extent of Consultant's indemnity obligation herein.

**C. Insurance.** Contemporaneous with the Engineer's execution of this Agreement, the Engineer shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Village Manager may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Manager may impose in the exercise of their sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. The Engineer shall, at all times during the term of this Agreement, maintain and keep in force, at the Engineer's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.

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

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

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

**B. Conflict of Interest.** The Engineer represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Engineer or this Agreement; (2) as of the date of this Agreement neither the Engineer nor any person employed or associated with the Engineer has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Engineer nor any person employed by or associated with the Engineer shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any

manner or degree with the performance of the obligations under this Agreement.

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

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

**E. Patriot Act Compliance.** The Engineer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Engineer further represents and warrants to the Village that the Engineer and its 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. The Engineer hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, 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 representations and warranties in this subsection.

**F. Prevailing Wage Act.** The Services include only professional construction oversight services and the Engineer agrees and warrants that it will not undertake any work, task, or service for which a prevailing wage is owed in accordance with the Prevailing Wage Act (820 ILCS 130/.01 *et seq.*).

**G. Drug-Free Workplace.** Engineer agrees to comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*

**H. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days' prior written notice to the Engineer. In the event that this Agreement is so terminated, the Engineer shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit A.

**I. Term.** The term of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire by the Time of Performance, as specified in Subsection 2C. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Engineer or any right of indemnification of the Village by the Engineer.

**J. Compliance with Laws and Grants.** Engineer shall give all notices, pay all

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

Engineer shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Engineer's, or its subcontractor's, performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

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

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

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

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

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

**M. Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Engineer to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Engineer, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.

**N. Mutual Cooperation.** The Village agrees to cooperate with the Engineer in the performance of the Services, including meeting with the Engineer and providing the Engineer

with such non-confidential information that the Village may have that may be relevant and helpful to the Engineer's performance of the Services. The Engineer agrees to cooperate with the Village in the performance of the Services to complete the Services and with any other Engineers engaged by the Village.

**O. News Releases, Marketing and Public Statements.** The Engineer shall not issue any news releases, utilize the Services provided in any marketing material or make other public statements regarding the Services without prior written approval from the Village Manager.

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

## **SECTION 8. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement 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 Engineer.

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

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

**D. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Kenilworth  
419 Richmond Road  
Kenilworth, Illinois 60043  
Attention: Village Manager  
E-mail: [kthake@vok.org](mailto:kthake@vok.org)

With a copy to:  
Ancel Glink, P.C.  
140 South Dearborn St., 6<sup>th</sup> Flr.  
Chicago, IL 60603  
Attention: Gregory W. Jones  
E-mail: [gjones@ancelglink.com](mailto:gjones@ancelglink.com)

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

GZA GeoEnvironmental Inc. ("GZA")  
915 Harger Road Suite 330  
Oak Brook, Illinois 60523  
224-275-2123  
Attention: Dan Veriotti, P.E., Associate Principal/Costal Engineer/VP  
Email: dan.veriotti@gza.com

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

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

**G. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**H. Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**I. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Engineer with respect to the Services.

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

**K. Exhibit.** Exhibits A are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

**L. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law, but shall be construed as cumulative and shall be in addition to every other right, remedy, or benefit now or hereafter existing in law, equity, or by statute.

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



ATTEST:

By: Michael Gagnon  
Michael Gagnon  
Village Clerk

VILLAGE OF KENILWORTH

By: Cecily Kaz  
Cecily Kaz  
Village President

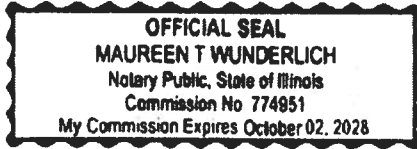
ATTEST:

By: Maureen T. Wunderlich  
Title: Administrative Executive

ENGINEER

By: [Signature]  
Its: \_\_\_\_\_

#1711510\_v2



**EXHIBIT A**

**SERVICES**

**Attached**



Known for excellence.  
Built on trust.

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
T: 630.684.9100  
F: 630.684.9120  
www.gza.com

August 2, 2024  
File No. 20.P000151.25

Ms. Dawn Wucki-Rossbach, Acting Village Manager  
Village of Kenilworth  
419 Richmond Road  
Kenilworth, Illinois 60043

Re: Proposal for Construction Observation Services  
Kenilworth Beach Improvements  
Kenilworth, Illinois

Dear Ms. Wucki-Rossbach:

GZA GeoEnvironmental, Inc. (GZA) is pleased to provide this proposal to the Village of Kenilworth ("Village"/"Client") for the Kenilworth Beach improvements in Kenilworth, Illinois ("Property").

**BACKGROUND**

GZA was responsible for the shoreline assessment, coastal master planning, preparation of construction plans, regulatory permitting, and Contractor bid assistance. Based on the received bids on March 14, 2024, we understand that the project will proceed with construction in Fall 2024. Based on recent meetings, the Village decided to proceed with the following proposed lakefront improvements:

- Armor stone along the north groin alignment with a reduced crest elevation (583.0 feet versus the permitted 585.5 feet). We understand this is based on feedback that reducing the crest elevation is a priority for Lake Michigan views.
- Straight "I" north groin stone armoring, without the "T" extension on any side of the groin.
- Sand fill, ramp, and concrete repairs per the original permitted design layout.

From a coastal protection standpoint, reducing the groin crest elevation significantly reduces the structure stone material stability (with increased wave overtopping energy over the lower crest), ability to attenuate the incoming wave energy during storm waves for coastal protection, along with the stability of the sand fill, especially on the north side of the structure. The sand losses will likely be greater with the adopted low-crest elevation and will require annual monitoring to proactively plan for nourishment. It is noted that annual monitoring is also a regulatory permitting requirement by the Illinois Department of Natural Resources (IDNR). During Year 1 (immediately after project completion), GZA will complete an aerial survey of the built breakwater and beach grades, while transects (lines perpendicular to the shoreline) will be established and surveyed in the water to create beach profile plots. The aerial survey will establish reference points to monitor stone displacement on the groin crest.

GZA will prepare revised Issued for Construction Plans based on the lower north groin elevation and revise the other design details as necessary. A proposal for these services is being provided under separate cover. We will coordinate with the regulatory agencies as a courtesy to inform them about the reduced crest elevation. GZA will also prepare and submit a revised bid form to the Contractor for reduced armor stone quantities.

We are presenting this proposal for the services listed above and part-time construction observation services, assuming the "I" north breakwater will be implemented.



This a draft estimated construction schedule to complete the project is as follows:

- Notice to proceed: September 3, 2024 (no work during the beach season, May 27-September 2, 2024);
- Contractor mobilization: September 4-6, 2024;
- North and south groins armor stone construction: September 9-November 29, 2024;
- Sand fill: December 2-13, 2024;
- Construction break (no work) until May 1, 2025; and
- Concrete repairs and project complete by May 27, 2025, ready for the beach opening.

We have accounted for 17 total weeks with active construction. The Contractor is expected to work up to six days per week, nine hours per day. GZA will act as the part-time Resident Engineer during construction. We have assumed that GZA will be present on-site for two days, on average, each week. If during construction it becomes apparent that phasing the proposed work is a preferred approach or some tasks need to be accelerated, we will work with the Village to adjust our construction services.

## SCOPE OF SERVICES

### 1. Construction Office Support: Review and Approve Contractor Submittals

GZA shall be responsible for the review, approval, and coordination of submittals that the Contractor must provide for approval, as outlined in the specifications. If a submittal is rejected or sent back for resubmission, GZA shall check the resubmitted item(s) until it is finally approved. At a minimum, the following are expected to be reviewed and approved:

- Traffic control plan and material delivery routes.
- Sand and stone material specifications, provided by the quarry, and concrete submittals.
- Evaluate and determine acceptability of Contractor proposed substitute or “or-equal” materials or equipment.
- Evaluate Contractor change order requests and discuss with the Village our review and recommendation.
- Upon acceptance of the change order by the Village, finalize the change order and provide documentation to the Contractor and project file.
- Review Contractor change proposals related to the design, acceptability of the work, or technical engineering matters.
- Provide sketches for Contractor guidance and resolving issues arising from actual field conditions encountered.
- Provide Request for Information (RFI) contract requests: interpretation of amount, quantity, acceptability when some items are in question with respect to the contract documents.
- Review contactor pay applications and make recommendations for Village payment.
- Review Contractor schedules, progress schedule, schedule of submittals, and schedule of values.
- Project close-out and final pay application.

We budgeted eight hours per week for five weeks and five hours per week for 12 weeks, for a total of 100 man-hours.



## 2. Field Observations

GZA shall be responsible for providing the part-time Resident Engineer to observe conformance with the design plans and specifications, issue the Contractor punch-list and perform project close-out tasks. We have assumed that part-time observations will be required, with our Oak Brook office representatives attending the field visits. GZA will have the following main field responsibilities:

- Conduct a pre-construction meeting, and prepare and distribute the agenda and meeting minutes.
- Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values prepared by the Contractor, and consult with the Design Engineer concerning acceptability.
- Attend meetings with the Contractor and subcontractors, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
- Provide email updates to the Engineer and the Village regarding meetings with the Contractor and subcontractors.
- Conduct daily on-site inspections of all work in progress.
- Prepare daily inspection reports to determine if the work is progressing in accordance with contract documents.
- Report to the Village and the Engineer whenever the Resident Engineer believes any portion of the work will not produce a completed project, conforming with the contract documents, or will imperil the integrity of the project design as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made.
- Advise the Engineer whether any part of the work in progress should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection, or approval.
- Verify that the Contractor maintains adequate equipment operating and maintenance records.
- Report to the Engineer when clarifications and interpretations of the contract documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer.
- Advise the Engineer and the Contractor of the commencement of any portion of the work requiring a Shop Drawing or Sample submittal for which the Resident Engineer believes that the submittal has not been approved by the Engineer.
- Submit, via email, bi-weekly updates to the Village summarizing the resident inspection progress.
- Create the Contractor punch list and final walk-through with the Village.

We have budgeted three hours per day for field observations, two days a week for the project duration, for a total of 102 man-hours with additional travel time and mileage (29 miles one way).

## 3. As Built Site Survey

GZA will conduct an aerial survey for the built stone structures and the beach grades. Survey along beach transects will be collected and a base map created showing the as-built conditions. A pdf plot will be created and submitted to the Village with 1-foot contours and spot elevations shown on the stone crests. The project monitoring plan will create reference points and transects that can be useful to proactively determine the need for structure maintenance (due to displaced stone if applicable) and beach nourishment if there are sand loses, for budgetary planning purposes.



**QUALIFICATIONS AND TEAM EXPERIENCE**

**GZA**, based in Oak Brook, Illinois, will provide the services described above. There are 35 full-time employees in the office with seven Illinois-registered professional engineers. Resumes for the project team described below are provided in **Attachment 1**.



**DAN VERIOTTI, P.E. | PROJECT MANAGER/LEAD ENGINEER**

Mr. Veriotti has over 27 years of specialized Lake Michigan coastal experience. He has graduate degrees in Coastal Science and Engineering from the University of Michigan and served as Engineer of Record and Lead Engineer on numerous Great Lakes projects. He leads GZA’s Great Lakes practice area for services that include hazard vulnerability assessments and mitigation for Lake Michigan shoreline, bluff, and ravine projects. Mr. Veriotti has led multiple large, multi-disciplinary coastal construction projects, including the Lake Superior resilient shoreline (over \$25M) program. Mr. Veriotti will serve as Project Manager responsible for the internal coordination of staff and project tasks, along with leading the field observation services. He will be assisted by any of the team members listed below, to be on-site as needed.



**IAN MOSBRUCKER | GEOTECHNICAL ENGINEER**

Mr. Mosbrucker is a geotechnical engineer with over nine years of geotechnical engineering and marine construction experience. He has been involved in over 45 Lake Michigan coastal projects in Illinois and Wisconsin with in-water construction of coastal improvements.



**BEN YAHR, RLA | LANDSCAPE ARCHITECT**

Mr. Yahr has over 18 years of experience providing design and project management support for Great Lakes waterfront, public access, park, open space design, and ecological restoration projects. Some of his relevant experience includes specialized construction observations for marine projects.



**COLIN BYRON, EIT | STAFF ENGINEER**

Mr. Byron has over four years of experience providing design and construction observations for Lake Michigan projects. He was involved in both part-time and full-time observations and prepared the Village design plans for the lakefront improvements.



## Selected Project Abstracts and References

### Beach Coastal Improvements - Lake Forest, Illinois

**Challenge:** The private property (approximately 290 feet long) has an aged coastal protection system. In particular, the south steel sheet piling groin with armor stone is failing and cannot maintain a sandy beach to protect the shoreline. The near-shore area is exposed and does not have any sediment cover.

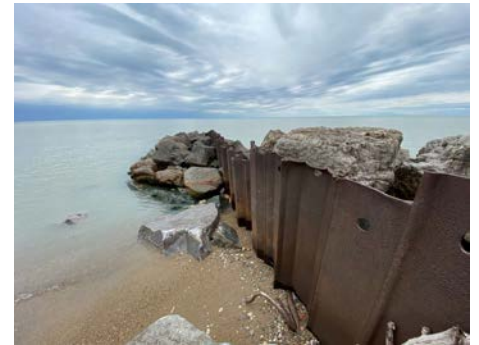
**Solution:** The owner commissioned GZA to perform data collection, analysis, prepare construction plans, obtain regulatory permits, and improve various areas of the property. GZA conducted the following, among other tasks:

- A site assessment with aerial and detailed photographs and measurements;
- Repair priorities were formulated with construction cost estimates;
- A Master Plan was selected with a detached breakwater, two beach cells, and sand fill;
- Regulatory permitting;
- Coastal analysis;
- Preparation of construction plans; and
- Full-time construction observations.

The project is in the regulatory permitting phase and is expected to be constructed in Fall 2024.

### Client Reference:

Tom Kapfer, Owner  
[tpkapfer@gmail.com](mailto:tpkapfer@gmail.com) / (O): (847) 739-3216 / (M): (847) 421-7368





**Lake Michigan Coastal Improvements - Various Sites in Illinois and Wisconsin**

**Challenge:** The occurrence of extreme water levels and storms during the last six years on Lake Michigan resulted in critical shoreline erosion for both residential and public properties. Municipal infrastructure and public safety were at high risk.

**Solution:** In the last three years, GZA completed over 45 shoreline design studies to quantify the severity of bluff slope and toe damages, prioritizing the repairs to be performed with construction cost estimates. GZA’s services also included data collection (topographic and bathymetric survey, soil borings); coastal analysis (water levels, offshore waves, wave transformation - computer modeling and desktop, overtopping rates); geotechnical analysis (slope stability); bluff drainage - surface and groundwater; selection of a permanent vegetation cover; design development for coastal protection; regulatory permitting; preparation of construction plans; bid assistance; and construction observation. Some of these projects were constructed between 2020 and 2023, and some new sites will be under construction in 2024. The restoration of lost habitat was one of the priorities of the project.

In order to prevent further erosion of the toe of the bluff, which would continue to contribute to future slides, GZA designed new or improved toe stone revetments or stone groins to protect the bluff. Most times, GZA provided contractor means and methods for building the project from the land or water side. GZA was also responsible for the project construction administration phase.

**Client Reference:**

Cardinal Capital - commercial developer, residential bluffs

Jack Riechl: [jreichl@cardinalcapital.us](mailto:jreichl@cardinalcapital.us)

Ozaukee County Planning and Parks Department

Matt Aho: [maho@co.ozaukee.wi.us](mailto:maho@co.ozaukee.wi.us)

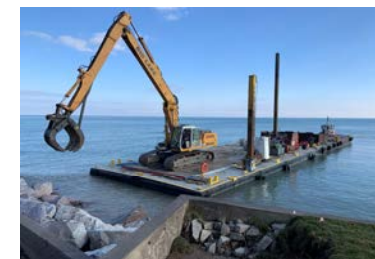
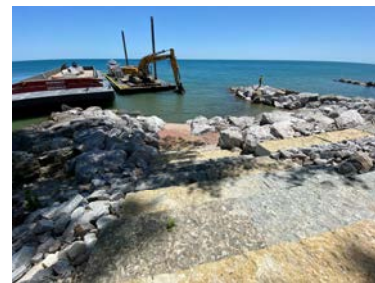
Andrew Struck: [astruck@co.ozaukee.wi.us](mailto:astruck@co.ozaukee.wi.us)

M&R Development

Gary Thalheimer - Sr. Vice President: [gthalheimer@mandrdevelopment.com](mailto:gthalheimer@mandrdevelopment.com)

(312) 317-1430

**Completion:** 2020-2024; and ongoing.





**Beach Design - Cells 1 and 2, Lake Forest, Illinois**

**Challenge:** Historically, this section of Lake Forest shoreline was eroding and was not able to protect the existing park and natural resources. All of the recreational activities were threatened by the coastal erosion.

**Solution:** The Lake Forest Illinois Park Commission commissioned design studies for the project and construction was completed in 1987, during high water levels. The implemented shoreline protection system consists of rubblemound breakwaters and beach cells working together. The breakwaters reduce the incoming wave energy and contain the beach sand; the beach dissipates the wave energy and provides an important recreational component.

GZA was commissioned to assess the existing beach and structure conditions and design an appropriate program to supplement new sand to the north beach cells. The intent is to apply the same design to all of the other project areas. This work included a detailed assessment of the beach, breakwaters, data analysis, wave runup calculations, and preparation of construction plans and regulatory coordination. GZA provided bid assistance and periodic construction administration services. The project was initially constructed with quarry coarse sand (called Bird’s Eye). With time, a material contamination with fine sand was documented, which flattened the beach slope and increased the wave runup and damage to the walkway and parking area. A combination of Torpedo sand (medium) and Bird’s Eye (coarse) was designed for the project. The construction was completed in October 2022, for Cell 1. GZA also collected the topographic and bathymetric survey data for future monitoring. GZA’s team provided the services in-house and continues to work on all of Lake Forest’s project phases, carefully planning and designing the proposed improvements, and providing shoreline and building protection along with a wider beach. Beach Cell 2 will receive contractor bids on July 24, 2024 with construction scheduled in October 2024. GZA provided construction administration services for Beach Cell 1 and will provide the same for beach Cell 2 in Fall 2024.



**Client Reference:**

City of Lake Forest (3 projects)  
 Mr. Chuck Myers, Superintendent of Parks and Forestry  
[MyersC@cityoflakeforest.com](mailto:MyersC@cityoflakeforest.com) / (847) 810-3565

**Completion:** 2022 (cell 1)-2024, and ongoing (cell 2).





**Racine Harbor Breakwater Repairs - Racine, Wisconsin**

**Challenge:** The original Racine Harbor (“Harbor”) structures’ original breakwaters were constructed over 100 years ago. Storm damages were recorded at high water levels, in addition to the structures aging. Racine County initiated a monitoring program for the Harbor, as typical design useful life for Great Lakes coastal structures is 25 to 50 years, if annual maintenance is provided. The Harbor structures are subject to annual significant waves, typically over 10 feet during storms with a long fetch over Lake Michigan, especially from the northeast. Significant deterioration of the coastal structures subject to significant wave and ice conditions has been observed with time. Periodic maintenance monitoring work is required to proactively identify the need for short- and long-term repairs and plans for funding, given the considerable cost of the marine repairs.

**Solution:** Racine County commissioned GZA to perform data collection, analysis, prepare construction plans, and improve various areas of the Harbor in the last three years. GZA conducted the following, among other tasks:

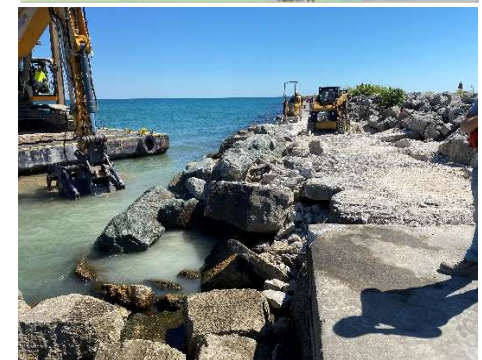
- A detailed monitoring study (above and below the water) with aerial, topographic, and bathymetric surveys and diving investigation;
- Repair priorities were formulated with construction cost estimates;
- An engineering planning study was conducted to create public space with access in under-utilized areas in the Harbor;
- Regulatory permitting;
- Coastal analysis;
- Preparation of north breakwater repair construction plans; and
- Full-time construction observation.

In addition, GZA assisted the County with various studies and documentation materials in support of Federal grant applications.

**Client Reference:**

James Winsjansen, Racine County Public Works Facilities Maintenance Supervisor  
[james.winsjansen@racinecounty.com](mailto:james.winsjansen@racinecounty.com) / (262) 939-4124

**Completion:** 2020-2024.





**Joliet Park Lakefront Improvements – Green Bay, Wisconsin**

**Challenge:** Significant storms at high water levels have eroded the bluff slope, damaged the existing vegetation, and threatened the recreational use of the shoreline for walking, existing City of Green Bay infrastructure, and the use of the parking lot at the north end of the property.

**Solution:** The City of Green Bay, along with the Wisconsin Department of Natural Resources (WDNR), commissioned a Living Shoreline project, which will protect the shoreline (2,300 feet long), offer recreational opportunities, and provide a beach and continuous public access path at the toe of the bluff slope. The parking lot will be reconfigured and expanded.



GZA is the lead consultant for the coastal and geotechnical design, working on alternatives that will be incorporated in the site Master Plan. After a Preferred Alternative is selected for implementation, GZA will prepare plans and specifications for contractor bidding. Services provided included site survey, correction of soil borings, coastal and geotechnical analyses, and preparation of design plans. The project areas were prioritized based on coastal risk/level of erosion.



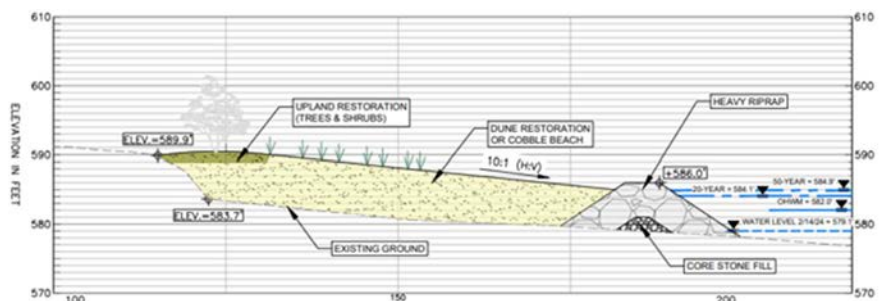
The Living Shoreline design concept uses “green” design elements (native vegetation in combination with low-crested rock sills and imported sand fill) to stabilize the shoreline. Living shorelines provide numerous habitat benefits and protect of shorelines from waves and storms. The project includes small rock sills, sand fill, topsoil, bluff slope stabilization and revegetation with native plants, tree clearing and removal, and invasive species control, along with a near-shore stone reef for fish spawning. GZA uses its Design with Nature Studio practice to work together with coastal and geotechnical engineers on this project. The design is underway, and it is anticipated that the project will be constructed in 2025.



**Client Reference:**

Dan Ditscheit, PLA, Director City of Green Bay Parks  
[Dan.Ditscheit@greenbaywi.gov](mailto:Dan.Ditscheit@greenbaywi.gov), (920) 448-3381

**Completion:** 2024-2025.





**COST**

The cost for the scope of work, as described above, is \$42,459, on a time and materials basis at our approved hourly unit rates, as follows:

Task 1 - Construction Office Support	\$15,940
Task 2 - Construction Field Observations	\$18,278
Task 3 - Site Survey	<u>\$ 8,241</u>
Total	\$42,459

This amount is based on the anticipated scope of work outlined above, which represents our present judgment as to the level of effort requested. This budget estimate includes no allowance for additional services or analyses. An invoice will be delivered following the submission of the report and payment will be required within 30 days of the invoice date. The budget anticipates submittal of electronic reports and includes GZA’s labor and other incidental material required for the completion of the above-mentioned scope of work. Updated estimates and costs incurred can be provided at the Village’s request.

**SCHEDULE**

We are available to begin our services within about one week after receiving authorization to proceed.

**CONDITIONS OF ENGAGEMENT**

The conditions of engagement are expected to be in accordance with our executed Village of Kenilworth contract conditions (approved on June 21, 2023).

**ACCEPTANCE**

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to us, followed by the execution of the contract. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

GZA appreciates the opportunity to be of assistance. Please feel free to contact the undersigned at (224) 275-2123 or via email at [dan.verioti@gza.com](mailto:dan.verioti@gza.com) if you have questions.

Very truly yours,

**GZA GeoEnvironmental, Inc.**

Dan Veriotti, P.E.  
Associate Principal/Coastal Engineer/VP

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Attachments: Resumes



This Proposal for Services and conditions of engagement are hereby accepted and executed by a duly authorized signatory, who by execution hereof warrants that he/she has full authority to act for, in the name, and on behalf of the Village of Kenilworth.

**VILLAGE OF KENILWORTH**

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

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

The Proposal for Services and conditions of engagement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.



**ATTACHMENT 1**  
**Project Team Resumes**



## Dan Veriotti, P.E.

Associate Principal/Coastal Engineer

### Summary of Experience

Mr. Veriotti has over 25 years of experience with feasibility studies/master planning, coastal and water resources engineering, wetlands; waterfront design development for marinas, harbors, shoreline protection structures, dredging and beaches; technical studies (coastal processes, river hydraulics); data collection; structural analysis; regulatory coordination; and construction administration; developed strategic partnerships and working relationships with federal (USACE-Chicago, Buffalo, and Detroit, EPA) and state agencies, and public and private clients, as well as other private consulting firms. Led multi-disciplinary teams for complex projects throughout the Great Lakes.

### Relevant Project Experience

#### COASTAL/ECOSYSTEM RESTORATION

**Kenilworth Beach Lakefront Design, Kenilworth, Illinois.** Project Manager, Engineer of Record and lead designer for shoreline protection measures to create an improved recreational beach and resilient system protecting the building. The project is expected to be constructed in the spring 2024. The project includes repairs to the steel sheet piling north groin and a new "T" armor store groin, along with improvements to the south groin and beach nourishment. The existing concrete boat launch will be replaced, and concrete structural repairs to the building bulkhead provided.

**Kenilworth Beach Lakefront Design Master Plan, Kenilworth, Illinois.** Project Manager and lead designer for the proposed shoreline protection measures that were presented to the public and adopted for implementation. Schematic design for various alternatives with construction costs estimates. Working closely with the Village Lakefront Committee.

**Kenilworth Beach and Building Condition Assessment Study, Kenilworth, Illinois.** Project Manager and lead investigator for assessing the condition of the shoreline, beach, structures, building (inside and outside), making recommendations for improvements with construction cost estimates.

**Bluff Slope Rehabilitation, Lake Forest, Illinois.** Project Manager for Lake Michigan bluff survey data collection, Geotechnical analysis (slope stability), preparation of slope rehabilitation construction plans (using a geoweb, topsoil fill and native plant seeding), regulatory permitting, contractor bidding and construction observations.

**Upper Bluff Slope Rehabilitation, Lake Forest, Illinois.** Project Manager for Lake Michigan bluff survey data collection, Geotechnical analysis (slope stability), preparation of slope rehabilitation construction plans (using a soldier pile retaining wall), slope regrading, fill and native plant seeding), regulatory permitting, contractor bidding and construction observations.

**Steep Slope Development Study, Winnetka, Illinois.** Project Manager for Lake Michigan summary of existing development ordinances (Lake Forest, Highland Park, Glencoe, Kenilworth, Lake Bluff, Wilmette, Winnetka), case studies, practical considerations, recommendations for development rules.

**Lake Erie Water Authority Shoreline Restoration, Town of Evans, NY.** Principal in charge for survey data collection, soil borings and geotechnical analysis, coastal analysis,

### Education

MSc Coastal Engineering,  
MSc Water Resources/Coastal Hydraulics  
University of Michigan

### Licenses & Registrations

Professional Engineer:  
Illinois #62061867  
Wisconsin #40519  
Minnesota #55678  
Indiana #PE11011490  
Iowa #P24479  
Michigan #6201052333  
Ohio #PE.73884  
Pennsylvania #PE076278

### Areas of Specialization

- Shoreline Site Investigations
- Numerical Analysis
- Coastal Engineering
- Design/Construction Plans
- Construction Administration
- Regulatory Permitting
- Marina Design
- Dredging
- Beneficial Use of Dredged Material
- Wetland Design
- Stream Bank Stabilization
- Site Habitat Restoration



## Dan Veriotti, P.E.

Associate Principal/Coastal Engineer

development of alternative layouts, preparation of construction documents, regulatory coordination (Town of Evans, USACE-Buffalo), contractor bidding, full-time construction observations. The project will restore the eroded bluff slope along 500 feet of shoreline, protect the existing critical infrastructure, and improve the existing large Lake Erie outfall.

**Niagara River Ecosystem Restoration, Grand Island, NY.** Principal in charge for survey data collection, soil borings and geotechnical analysis, coastal analysis, development of alternative layouts, preparation of design documents and coordination with stakeholders: New York State Parks, Recreation & Historic Preservation, Coastal States Organization, Buffalo Niagara Waterkeeper. The project will restore the eroded bluff slope along 3,200 feet of shoreline, create aquatic, emergent, Coastal wetland, and upper terrestrial habitat. Treatment wetlands will be provided at the existing stormwater outfalls into the river.

**Duluth Resilient Shoreline, Duluth, Minnesota.** Project/Program Manager, Engineer of Record and lead principal engineer for data collection (topographic, bathymetric, underwater investigation and aerial survey), coastal analysis including desktop and 2-D wave modeling, regulatory permitting, design and construction documents for the shoreline restoration (Coastal structures and beaches), recreational amenities (wood boardwalk, paved Lakewalk, access paths), stormwater management (infrastructure, green vegetated swales), full time construction administration in different shoreline areas (Canal Park, Lakewalk, Lakewood Water Intake, various Outfalls) within a 10-mile-long area. The construction for various sites was completed between 2018 and 2021. A resilient shoreline (armor stone revetment, concrete wall) was provided to limit the wave overtopping and protect the recreational amenities and City infrastructure; the projects were funded by FEMA, with a construction budget of over \$20M. The stone revetment for the largest site (Canal Park, 3,500 lineal feet of shoreline) included 80,000 tons of revetment with 6-9 tons armor and 10-12 tons toe stone. The series of implemented projects with approximately \$20M budget also included site assessment studies, grant support documents, coordination, and presentations with FEMA representatives.

**Lake Superior Outfalls.** Project Manager and lead principal engineer for data collection, Coastal analysis, formulation of alternatives with construction cost estimates, selection of preferred alternatives, preparation of construction plans, regulatory coordination and construction administration. The seven outfalls are maintained and owned by the City of Duluth and MnDOT and vary in pipe size and type of structure. Significant shoreline and outfall damages were recorded between 2017 and 2019, along with pipe sedimentation and full blockage. The implemented solutions include more robust designs and a significant reduction in the expected maintenance.

**Racine Harbor Studies, Racine, Wisconsin.** Project Manager and lead principal engineer for data collection (topographic, bathymetric and aerial survey), site assessment for the Coastal structures, underwater investigation, computer analysis of cross-sections, volumetric calculations for sediment accretion/erosion rates, and alternative formulation for repairs with construction cost estimates. Detailed Monitoring Report of the coastal structures part of the periodic Racine County monitoring program, Environmental Assessment of the existing water quality, terrestrial and aquatic habitat. Feasibility study for shoreline stabilization and partial small harbor fill to create new habitat using annual maintenance dredged material. Assistance with FEMA funding applications and meeting attendance. Periodic aerial survey of the Harbor, site inspections and reports. Preparation of regulatory permitting documents for the north breakwater with construction cost estimate.

**Shoreline Protection, Wisconsin.** Principal in Charge for approximately 20 projects at various locations; services included data collection (topographic, bathymetric survey), geotechnical analysis for slope stability, coastal analysis including desktop and 2-D wave modeling, regulatory permitting, design and construction documents for the shoreline restoration and bluff slope. Contractor bidding and periodic construction administration.

**Shoreline Protection, Ogden Dunes, Indiana.** Project Manager, Engineer of Record and lead engineer for a shoreline protection design structure (armor stone revetment) placed along a deteriorated Steel Sheet Piling bulkhead. The shoreline is 1 mile long and was severely impacted by the significant storms at high water levels. The revetment was constructed with 3 to 5.5 tons armor. Other services include Coastal analysis, permitting support, coordination with the National Park Service (NPS) and field construction administration. The construction was completed in May 2021, with Phase II scheduled in the Spring 2024.

**Rosewood Beach Shoreline Rehabilitation, Highland Park, Illinois.** Project Manager for data collection, detailed numerical analysis (shoreline evolution, water levels, wave climate, and sediment transport) and design development of project layout (general arrangement plan, breakwaters, beach fill-45,000 CYDS, and cross-sections) and detailed coastal calculations. The project provides



## Dan Veriotti, P.E.

Associate Principal/Coastal Engineer

a stable shoreline and ecosystem habitat restoration (both land and water-based). The project was constructed in 2015 with funding from the Great Lakes Fishery and Ecosystem Restoration (GLFER) and managed by USACE-Chicago.

**Lake Forest Park Monitoring Study, Lake Forest, Illinois.** Project Manager, Lead Coastal and Field Investigator for collecting and analyzing data (survey, jet probes) for rubblemound and vertical structures, beaches, marina basin, floating dockage, as part of the on-going periodic monitoring program. The study assessed the condition of all structures and beach cells and made recommendations for short (1-2 years) and long-term (5+ years) maintenance requirements, along with identified priorities. Performed a preliminary Coastal analysis to identify project risks at higher water levels. Computer volumetric calculations for beach loss/accretion, engineering analysis for beach runup. Identifying priorities for maintenance and repairs, development of short and long-term budget plans. Conducted a presentation of the study findings to the City Council.

**Lake Forest Park Beach Studies, Lake Forest, Illinois.** Project Manager, Lead Coastal Engineer for north cell beach nourishment alternatives (types of sand, placement options), construction cost estimates, regulatory permitting, construction plans and specifications. Periodic construction observations and City presentations.

**Bay View Wetland and Shoreline Restoration, Milwaukee, Wisconsin.** Project Manager and Lead engineer for data collection, site analysis and design development for wetland restoration in a Coastal site subject to water level variations and induced Lake Michigan storm surges. The project included regulatory coordination, meetings with various stakeholders and preparation of plans and specifications for: submerged and emergent wetland, new channel for improved site hydrology, bio-engineered stable shoreline/slopes, upland forest, northern pike spawning and islands for bird habitat.

**Design and Implementation of Remedy Assessment for Kinnickinnic River, Milwaukee, Wisconsin.** Project Manager for historic data review, design of a post-remediation survey, field sampling plan, implementation of the survey (data collection and analysis) and data analysis (pre- and post-remediation comparison) to determine the effectiveness of the dredging operations conducted by EPA in 2008. 180,000 cubic yards of contaminated material with very high concentrations of PAHs, PCBs, and heavy metals were removed, and a clean sand cap provided-the stability of this cap material was analyzed. The project included coordination efforts with USEPA, local stakeholders (WIDNR, MMSD), and USACE-Buffalo, Detroit.

**Indiana Dunes National Lakeshore, Chesterton, Indiana.** Project Manager for comprehensive EIS and Shoreline Restoration and Management Plan: data collection, technical analysis (shoreline evolution, water levels, wave climate, and sediment transport) and development of restoration alternatives including sediment by-pass for beach nourishment) for 20 miles of shoreline. The main goals are to stabilize the shoreline and provide aquatic and land-based habitat opportunities. The project included a significant public participation component and meetings with stakeholders and was funded by the NPS and USACE.

**Hammond Beach Shoreline Study, Hammond, Indiana.** Project Manager for Coastal analysis, historic data review, and design of a beach shoreline protection system. This project, funded by Indiana DNR Coastal Program/NOAA includes conceptual design for site restoration, with a focus on protecting the bird sanctuary area and the upland vegetation. The site has known contamination levels due to previous industrial slag fill, with an increased risk of contaminant migration to Lake Michigan during high lake water levels. The project provided clean sand capping alternatives and bio-engineering techniques for the bluff slope, and public participation phases.

**Thermal Plume Analysis, Chesterton, Indiana.** Project Manager for computer modeling studies of the Bailly-NIPSCO water discharge temperature distribution. Services provided included 2-and 3-Dimensional modeling analysis of the thermal plume, conceptual design and cost estimates for outfall channel alternate options, and draft feasibility of re-locating the Lake Michigan plant water intake in deep water.

**Water Intake Feasibility Study, Chesterton, Indiana.** Project Manager and Lead engineer for a comprehensive technical study for NIPSCO, which included: computer modeling studies of the water discharge temperature distribution, 2-and 3-Dimensional modeling analysis of the thermal plume, sediment transport, shoreline morphological analysis, conceptual design and cost estimates for outfall channel alternate options, and feasibility of re-locating the Lake Michigan plant water intake in deeper water. Stone porous dike design of the water intake and construction cost estimates for intake alternatives and mechanical additions/pumping station. Compliance with the new EPA 316 (b)-fish entrainment and impingement rules.



## Dan Veriotti, P.E.

Associate Principal/Coastal Engineer

**Sustainable Coastal Planning, Highland Park, Illinois.** Project Manager for Millard and Moraine Parks: data collection, site meetings and presentations, formulation of design alternatives with construction cost estimates and recommendations for implementation. The PDHP received a NOAA/IDNR Coastal Management grant to address the ravine erosion, improve public access, and provide fish habitat evaluation, and opinion of probable construction costs. Public coordination tasks.

**Coastal Ravines Restoration, Highland Park, Illinois.** Project Manager for the Coastal Ravines program; various task orders working for the City. Field investigations, data collection, hydrology analysis, Coastal calculations, design of ravine improvements (outfall, beach, fish passage structures, ravine bank/bed, bluff slope, and access stone path), alternative formulation and evaluation, and opinion of probable construction costs. Public coordination tasks. Various sites within the City limits, including Moraine Park, Millard Park, Maple Lane, Sycamore Place. Regulatory coordination-local, State, Federal.

**Illinois Interim Shoreline Erosion Study, Illinois.** Project Manager for a technical study funded by the Coastal Zone Management, INDNR and USACE Chicago. Data collection over 22 miles of shoreline (Wilmette to Waukegan Harbor), performing structure inventory, classification, Coastal analysis-FEPS, risk assessment, and feasibility/economic analysis of implementing a Shoreline Coastal Protection Plan (with a focus on stable shoreline and habitat restoration) on a large scale. Coastal calculations, development of structures, beach nourishment and construction cost estimates.

**Central Avenue Parking Lot Design, Highland Park, Illinois.** Project Manager for Project Manager for data collection (survey, concrete coring), final design, construction plans and specifications for bulkhead rehabilitation/improvements (Steel Sheet Piling and new concrete cap), and construction administration services. The project was constructed in 2017.

**Northerly Island Master Plan, Chicago, Illinois.** Project Coastal engineer for the technical analysis, site investigation and data collection, formulation of shoreline restoration alternatives, with construction cost estimates and recommended implementation phases. Participated in numerous project design charrettes, public meetings, and regulatory coordination.

**Rock Run Rookery, Joliet, Illinois.** Project Coastal Engineer for a multi-disciplinary team, for a water resources-focused Forest Preserve District of Will County site located at the confluence of Rock Run and Des Plaines River. The project included a HEC-RAS hydraulic analysis, final design, regulatory permitting and construction administration for a trail system, shoreline revetments, boat launch, fishing piers, shelters, roadway improvements, and fixed boardwalk structures. The site is subject to frequent flooding and required detailed analysis for no impacts to the river flood conveyance capacity with the proposed paved trail fill.

**Stormwater Relief Outfall Study, Winnetka, Illinois.** Project Manager for feasibility study evaluating Lake Michigan outfall alternatives, part of the Village of Winnetka Stormwater Relief Tunnel (8-foot diameter pipe with a peak design outfall over 900 cfs). Services provided included coastal analysis, development and analysis of various outfall alternatives, preparation of construction costs, and early coordination with regulatory agencies for permitting input.

**Morris Waterfront Study, Morris, Illinois.** Project Manager and lead engineer for proposed multi-use recreational and housing development, Illinois River HEC-RAS study -steady and unsteady (Marseilles Pool) to determine impacts of the proposed development on the 50- and 100-Yr events, coordination with regulatory agencies and preparation of FEMA LOMA (Letter of Map Amendment).

**Renewable Energy Program, Various Sites, Illinois.** Project Manager for various tasks and projects in support of the Illinois solar farm development program, such as: site Civil Engineering, wetland delineation, natural resources inventories, decommissioning plans, drain tile surveys, stormwater management plans, hydrology and hydraulics studies, regulatory coordination. Participated in numerous project public and regulatory permitting meeting. Clients: Microgrid Energy (15 sites), One Energy (5 sites), Summit Ridge Energy (8 sites), Nexamp (4 sites), Dynamic Energy (3 sites), BayWa re (1 large site over 1,000 acres), Cypress Creek Renewables (75+ sites).

**Lake Ontario Shoreline Assessment Study, New York.** Project Manager, Lead Coastal and Survey Coordinator for a technical study funded by the USACE-Buffalo collecting and analyzing data along approximately 100 miles of shoreline. This study was conducted for the US Army Corps of Engineers, as part of the IJC management efforts of the Great Lakes water levels. The project inventoried and classified the shore protection structures, identifying erosion risks and priorities for rehabilitation. An electronic project geodatabase was created, which will be used in the FEPS (Flooding and Erosion Prediction System).



## Dan Veriotti, P.E.

Associate Principal/Coastal Engineer

**Cleveland Harbor RSM Section 204, Toledo, Ohio.** Project Manager for technical analysis and plan development for beneficially using dredged material from the Cleveland Harbor federal navigational areas to create ecosystem restoration/habitat. Services provided include numerical analysis (water levels, wave climate, and coastal engineering design calculations), evaluation of available dredging alternatives, and design for habitat islands, shoreline improvements, geotechnical analysis, and constructability/cost estimating.

**Toledo Harbor RSM Section 204, Toledo, Ohio.** Project Manager for Project Manager for the feasibility study and design of three offshore habitat islands located in Maumee Bay, western Lake Erie Basin. The islands are designed to accommodate over 20M CYDS of maintenance dredged material removed from the federal navigation channel. The islands provide terrestrial and aquatic habitat opportunities. Services included coastal analysis (including numerical analysis for wave climate and water levels), breakwater/revetment design, island location and layout, geotechnical analysis, constructability, and cost estimating.

**North Coast Harbor, Cleveland, Ohio.** Project manager for a site assessment study, coastal analysis, marina market evaluation study and economic impact analysis of a proposed marina with 53 slips (up to 80 feet long) and utilities. Prepared the Boating Infrastructure Grant (BIG) Tier II application and was successful in obtaining \$1.96M from the US Fish and Wildlife. With a City of Cleveland \$500k, the marina was constructed in 2013.

**Ryerson Stream Mitigation, Greene County, Pennsylvania.** Principal lead engineer for the shoreline restoration (hydraulic analysis, evaluation of erosion control alternatives, bank armoring, fish habitat structures), preparation of construction plans and specifications. The project was constructed in 2020.

**Pictured Rocks National Lakeshore Shoreline Restoration, Munising, Michigan.** Project Manager and Lead engineer for a technical study funded by the USACE-Detroit and the National Parks Service. Responsible for the shoreline rehabilitation study, which included: field data collection (sediment samples, structure survey and inventory), technical analysis (shoreline evolution, water levels, wave climate, and sediment transport) and development of restoration alternatives for Sand Point area shoreline. Formulated short and long-term alternatives; recommended a monitoring plan and prepared conceptual design plans, construction cost estimates and regulatory coordination.

**Muskegon Hartshorn Marina, Muskegon, Michigan.** Project manager, lead, and engineer of record for a new marina with a new breakwater, 275 slips (fixed and floating), new ramps, utilities, restrooms, pump-out and de-icing system and construction administration. New concrete sidewalks and paving per ADA requirements. The project was constructed in 2003.

**USCG Station Modifications, St. Joseph, Michigan.** Project manager and lead engineer for a physical modeling study aimed to quantify the wave energy at the location of the station breakwater and boat moorings. Formulation of breakwater alternatives, design of the selected option, plans and project report. The project was constructed in 2005.

**Harbor Shores Golf Course, Benton Harbor, Michigan.** Project lead engineer for designing one of the holes, wood boardwalk and the water irrigation study for the prestigious 18-hole Jack Nicklaus signature course. The project was constructed in 2010.

**St. Clair Boat Harbor, Muskegon, Michigan.** Project manager, lead and engineer of record for a new marina 132 slips (fixed and floating), new ramps, utilities, restrooms, pump-out, boat ramp, and fish cleaning station. New concrete sidewalks and parking lot per ADA requirements. The project was constructed in 2004.

**Ox Creek Wetland Design, Benton Harbor, Michigan.** Project Manager for technical analysis, final design, and construction administration of a 2-acre wetland mitigation site located in the proximity of the Ox Creek confluence with Paw Paw River. Services provided included a wetland delineation, review of environmental contamination studies, hydrology and hydraulics analysis, monitoring data (groundwater table installed well), design of clean cap alternatives and evaluation, bank stabilization alternatives, plant schedule, regulatory agency coordination, preparation of final design plans, bidding, and construction administration. The project was constructed in 2002.

**Shoreline Restoration, Various Sites, Michigan.** Project Manager and Lead engineer for various private property sites with direct Lake Michigan shoreline. Data collection, technical analysis, preparation of construction plans and specifications, and construction administration. The projects were constructed between 2000 and 2005.



## Dan Veriotti, P.E.

Associate Principal/Coastal Engineer

**Stormwater Management Plan, Pilot Study, Detroit, Michigan.** Project lead engineer for implementing measures to reduce the peak stormwater inflow to the sewer system; data collection, XPSWMM modeling of the system with proposed improvements, with a target of significant reduction for the storms up to the 25-YR event.

**Harbor and Boat Ramp Dredging Various Sites, Michigan.** Project manager and lead engineer for hydraulic and/or mechanical dredging for harbors and boat launch ramp dredging and construction administration (Muskegon, Grand Haven, St. Joseph, Leland, Manistee, Cedar River, Lac La Belle, East Tawas Pigeon Lake).

### Selected Papers and Presentations

"Resilient Shorelines" Center for Watershed Protection 2021 National Watershed & Stormwater Conference, May 2021.

"Duluth, MN Resilient Shoreline" St. Louis River Conference, April 2021.

"Great Lakes Site Restoration: Examples and Lessons Learned", 2015 Energy Forum Industry Days-Rosemont, April 2015.

"Indiana Dunes National Lakeshore: Shoreline Restoration and Management Plan", American Planning Association Conference-Chicago, April 2013. With Costa Dillon, National Park Service.

"Regional Sediment Budget", 5th National Conference on Ecosystem Restoration –Chicago, August 2013.

"Optimization of Source Water and Intake Protection Zones", West Shore Water Producers Association Conference-Glencoe, May 2010.

"Shoreline Rehabilitation in Highland Park, Illinois", American Shore and Beach Preservation Association Conference-Chicago, October 2008.

"Making Waves", Waterfront Review, Issue 3, September 2007 Waterfront Expo UK.

"Beach Fill Material Stability in Illinois", December 2021 for the Illinois Coastal Zone Management and City of Lake Forest.

"Man-Made Resilient Shorelines" for the EAGLE Michigan WRD, August 2021.

"Great Lakes Resilient Shorelines" AIPG National Conference, September 2023.

"Niagara River Ecosystem Restoration", ASBPA Conference, October 2023.



## Ian J. Mosbrucker, P.E.

Geotechnical Engineer/Project Manager

### Summary of Experience

Mr. Mosbrucker is a Geotechnical Engineer with over six years of industry experience. His experience has been distributed between coastal engineering, construction quality assurance/quality control (QA/QC), and geotechnical engineering projects.

### Relevant Project Experience

#### COASTAL ENGINEERING

Mr. Mosbrucker has been involved in the design, management, oversight, and permitting of multiple residential coastal engineering projects along the western shore of Lake Michigan. Projects have ranged in size from 100 to over 800 linear feet of shoreline with issues involving bluff instability, toe erosion, overtopping of existing protection systems, and flooding.

#### **Bluff Stability Evaluation and Revetment Design, Bayside, Wisconsin.**

Mr. Mosbrucker modeled and designed a bluff regrade, bluff drainage system, and shoreline revetment for a residential property experiencing a nearly 80-foot-high slump/block failure along the Lake Michigan bluff. The bluff regrade, drainage, and revetment were designed to minimize effects on neighboring properties while providing a cost-effective, long-term solution to bluff instability caused by seepage and toe erosion at the site.

#### **Pleasant Prairie Flood Bank, Revetment, and Drainage System, Pleasant Prairie, Wisconsin.**

This low-lying site required a coastal protection system consisting of a flood bank, revetment, and drainage system combination to protect a house that had been hit by waves during multiple Lake Michigan storms the prior winter. Mr. Mosbrucker designed the site protection system, regularly coordinated with the contractor, and is currently assisting the owner with local and state level permitting requirements.

**Mt. Pleasant Revetment, Mt. Pleasant, Wisconsin.** Mr. Mosbrucker managed and coordinated this project from the initial site investigation to the final site inspection upon completion of work. Mr. Mosbrucker's revetment design was determined to be exempt from state permitting by the Wisconsin Department of Natural Resources (WDNR) officials, thus allowing for quick turnaround. From the initial signing of contract with GZA to the completion of construction, the project took under four months to complete.

**Whitefish Bay Bluff Regrade and Revetment, Whitefish Bay, Wisconsin.** After conducting a full site investigation, including a bathymetry study and geotechnical borings, Mr. Mosbrucker designed a regraded bluff slope and revetment for this 730-foot-long site. The regraded bluff slope required a detailed slope stability analysis to account for the failing bluff toe and large quantity of heterogeneous fill soils at the site. The revetment was designed to minimize the quantity of imported materials by working in tandem with the existing concrete fill revetment present at the site.

#### GEOTECHNICAL ENGINEERING

Mr. Mosbrucker's work consists of performing geotechnical borings by classifying soils and writing reports to provide recommendations for foundation design and settlement.

**LNG Storage Plant, Whitewater, Wisconsin.** Mr. Mosbrucker led a geotechnical investigation consisting of 20 geotechnical borings, electrical resistivity testing, MASW

### Education

B.S., Geological Engineering, University of Wisconsin-Madison, 2014

B.S., Geology and Geophysics, University of Wisconsin-Madison, 2014

### Licenses & Registrations

Professional Engineer

Wisconsin, #47165-6

Michigan, #6201309701

### Areas of Specialization

- Coastal Protection Design
- Coastal Site Investigation
- Slope Stability Analysis
- Seepage Analysis
- Construction QA/QC
- Façade Restoration Inspection
- Ropes Access
- Subsurface Characterization
- Shallow and Deep Foundation Analysis
- Settlement Analysis
- Geotechnical Instrumentation Installation and Monitoring
- Soils Technician
- Pressuremeter Testing
- Soils Laboratory Testing
- Geotechnical Modeling



## Ian J. Mosbrucker, P.E.

Geotechnical Engineer/Assistant Project Manager

testing, crosshole seismic testing, and infiltration testing. He also contributed to writing the project report and evaluating the site seismic response analysis that was performed by others.

**Silica Mine Processing Plant, Kermit, Texas.** Mr. Mosbrucker traveled to southwest Texas to oversee geotechnical drilling for a silica mine processing plant. Mr. Mosbrucker managed two sonic drill rigs while classifying soil samples and successfully dealing with difficult site conditions. Multiple subcontractors were coordinated through Mr. Mosbrucker during the two-week project.

**Power Plant Expansion, Elwood, Illinois.** Mr. Mosbrucker classified soil and rock core samples while in charge of monitoring the geotechnical drilling process. In addition to Standard Penetration Testing, 30+ Shelby tube samples were taken and used to create a detailed Geotechnical Data Report, which was provided to the design engineering firm.

**Jones Island, Milwaukee, Wisconsin.** The project was conducted at the Milwaukee Metropolitan Sewage District's (MMSD) treatment facility and consisted of multiple geotechnical soil borings and the installation of vibrating wire piezometers, thermistors, and SONDEX settlement systems. Instrumentation was installed to investigate ongoing settlement and sinkhole issues in a roadway on MMSD's campus. Mr. Mosbrucker monitored the geotechnical instrumentation over several months and contributed to the calculations package and final project report.

**Titletown Development, Green Bay, Wisconsin.** Mr. Mosbrucker was responsible for logging the majority of the 50+ geotechnical soil borings across the approximately 35-acre site. Information collected from the geotechnical borings was used by Mr. Mosbrucker and other GZA engineers to calculate settlement potential and bearing capacities across the site. Mr. Mosbrucker also performed multiple Atterberg tests and sieve analyses on soil samples collected at the site.

### CONSTRUCTION OVERSIGHT AND QA/QC

Mr. Mosbrucker has conducted fieldwork consisting of in-situ soil testing and assessment of site conditions to ensure that quality and design criteria are being satisfied. Hand testing equipment such as Static Cone Penetrometers, Dynamic Cone Penetrometers, and Nuclear Density Gauges, are normally required. He has also reported testing results and field notes to the client in memorandum and report formats.

**Milwaukee Federal Building Restoration, Milwaukee, Wisconsin.** From April to November in both 2018 and 2019, Mr. Mosbrucker was appointed the project on-site engineer for a multimillion-dollar façade restoration project in downtown Milwaukee. Tasks charged to him varied from inspection of work quality, additional work inspections, coordinating with site superintendents, documenting work progress, and performing noise monitoring. Work was conducted between the times of 4:00 p.m. and 3:00 a.m. on scaffolding, swing stages, and on rope rappel.

**Titletown Development, Green Bay, Wisconsin.** Mr. Mosbrucker spent three months on-site in 2016, providing a variety of QA/QC services to the client. Services included 15+ proof rolls; 200+ nuclear density tests; auger cast pile inspections; grout QC; pipe pile installation observations; and utility installation observations. Mr. Mosbrucker organized and reported test results to the client on a biweekly basis.

**BMO Harris Vibration Monitoring Program, Milwaukee, Wisconsin.** Mr. Mosbrucker was tasked with installing, regularly monitoring, and maintaining five vibration monitors at a sensitive downtown demolition site. Regular exceedances of the vibration limits at the beginning of the project led to Mr. Mosbrucker coordinating with the demolition contractor to resolve the high amplitude vibration issues.

### Certifications/Training

- OSHA 40-Hour Hazardous Waste Operations & Emergency Response
- Nuclear Gauge Safety Operations
- Confined Space Training
- MSHA Training
- Slope Access Technician – Level 1

### Affiliations/Memberships

- Association of Environmental and Engineering Geologists



**Ian J. Mosbrucker, P.E.**

Geotechnical Engineer/Assistant Project Manager



## Benjamin Yahr, ASLA

Landscape Architect

### Summary of Experience

Mr. Yahr has over 18 years of experience providing creative design and project management support for waterfront, public access, park and open space design, and ecological restoration projects throughout the Great Lakes Region, Canada, the Caribbean, and Australia. Mr. Yahr thrives on bringing new approaches, technology, and techniques such as UAVs (drones) to the design process to improve efficiency, client service, and the environmental components of projects. As a key leader of conceptual, design development, and final design teams; Mr. Yahr coordinates marketing and business development activities, field services, the production of landscape architecture, ecological restoration, civil, and coastal engineering design and bid documents; and is well versed in UAV services, CAAD, GIS, and 3d visualization for design analysis and communication.

### Relevant Project Experience

#### COASTAL/ECOSYSTEM RESTORATION

**Shoreline Assessment, Repair & Monitoring, Ogden Dunes, Indiana.** Project landscape architect, CAD manager, and UAV survey leader for restoring damaged shoreline in a small Lake Michigan community. Project tasks included development of shoreline repair and protection alternatives, site survey and mapping, construction documents, and post construction monitoring.

**Monitoring & Engineering Services, Racine, Wisconsin.** Landscape architect and UAV manager for analysis of coastal structures, habitat, and water quality at a Great Lakes harbor as part of ongoing monitoring contracts in 2017, 2020, and 2022. Mr. Yahr supported detailed site investigations through the use UAV mapping technology and worked to identify and design improvements to restore ecosystem services throughout the harbor; and assisted in developing bid documents for the repair of damaged sections of the north breakwater.

**Resilient Shoreline Damage Assessment and Repair, Duluth, Minnesota.** Project landscape architect and UAV mapping manager for extensive waterfront analysis and design project following significant damage during the fall of 2017. The project team analyzed the extent of the damage, and documented areas to be repaired, using UAV data to fast-track the project schedule and perform detailed comparisons of pre- and post-storm conditions. Mr. Yahr led aerial survey efforts and the design and documentation of repair alternatives for lakefront paths, boardwalks, beaches, harbors, and railroads for emergency repairs. Tasks included USACE permit applications, design development, final design, and engineering services during construction.

**Kinnickinnic River Reach 2a, Milwaukee, Wisconsin.** Landscape architect for final design of urban stream restoration project based on the removal of deteriorated concrete and creation of a naturalized channel through park land on the Kinnickinnic River. Project tasks include preparation of vegetation plans for channel restoration alternatives, development of construction documents, operations and maintenance manuals, plans and costs for vegetation, engineering services during construction, and monitoring of vegetation establishment.

### Education

BSc- Landscape Architecture,  
Certificate – Environmental Studies  
University of Wisconsin

### Licenses & Registrations

Landscape Architect:  
Wisconsin #583-14  
Illinois #157001697  
Minnesota #50787  
Michigan #62010523333  
Ohio #1301298

### Areas of Specialization

- Landscape Architecture
- Ecological Restoration Design
- Public Access Design
- Field Services
- CADD/GIS
- Visualization
- Shoreline Site Investigations
- Coastal Design
- Design/Construction Plans
- Construction Administration
- Regulatory Permitting
- Marina Design
- Dredging
- Beneficial Use of Dredged Material
- Wetland Design
- Stream Bank Stabilization
- Site Habitat Restoration



## Benjamin Yahr, ASLA

Landscape Architect

**South Shore Breakwater Rehabilitation, Milwaukee, Wisconsin.** Project landscape architect and survey manager for the investigation of damage to shoreline and breakwaters at South Shore and Bay View Parks. Project tasks included UAV topographic data collection, basemap creation, and preparation of permit applications and construction drawings for emergency repairs.

**Menomonee River Streambank Stabilization, Milwaukee, Wisconsin.** Project landscape architect for final design of approximately 200 feet of highly eroded urban riverbank. The riverbank had rapidly eroded and receded over recent years and was restored into a natural channel with native vegetation buffers. Tasks include site investigations, conceptual design, construction plans, technical specifications, bid services, and engineering services during construction.

**Milwaukee County Grounds Vegetation Management, Milwaukee, Wisconsin.** Landscape architect for emergency erosion control and vegetation management project at MMSD's Milwaukee County Grounds facility. Project tasks include site investigations to document invasive species, coordination with WDNR, bid services, engineering services during construction, and the development of plans and specifications to reduce the density of invasive vegetation and provide naturalized vegetation for stability and habitat.

**Western Milwaukee Phase 2b, Milwaukee, Wisconsin.** Project landscape architect for nearly a half mile of flood protection and urban stream restoration. Project tasks include landscape architecture, operations and maintenance planning, public & stakeholder input support through renderings and preference surveys, engineering services during construction, and vegetation monitoring.

**Visualization of Great Lakes Coastal Wetland Response, Lakes Huron, Ontario, Erie, and St. Clair.** Mr. Yahr worked with Environment and Climate Change Canada (ECCC) to analyze and produce photorealistic visualizations of coastal and riparian wetland changes in response to future water level change projections.

**Minnesota Point Beach Nourishment Monitoring, Duluth, Minnesota.** Mr. Yahr worked with the USGS to conduct field, UAV, and data management services to monitor beach profiles after sand from dredging activities had been placed as beach nourishment.

**Underwood Creek Long Term Monitoring, Milwaukee, Wisconsin.** Mr. Yahr worked with the USGS to conduct UAV surveys of a previously restored reach of Underwood Creek. The drone data will be used in conjunction with flood stage data, ground water data, and H&H models to document elevations, floodplains, and conditions during floods.

**Phragmites Scouting and Treatment Monitoring, Southeast Wisconsin.** Mr. Yahr worked with the USDA/NRCS to conduct UAV surveys of wetlands in Rock, Walworth, and Jefferson counties on public land and private easements varying in size from 40 to 1,800 acres. The surveys are used to identify the extent of invasive phragmites vegetation to be treated; and to assess treatment success on a yearly basis.

**Milwaukee River Habitat Enhancement Project, Milwaukee, Wisconsin.** Project landscape architect for the design of potential improvements at Lincoln Park Oxbow and Estabrook Park Falls. Mr. Yahr led efforts to design a relocated canoe portage route. The team worked to achieve habitat, sediment, recreational, and flood risk objectives for this MMSD project.

**Shoreline and Beach Restoration Solutions, Pictured Rocks National Lakeshore, Michigan.** Project landscape architect for the development of conceptual alternatives to preserve and enhance damaged portions of Lake Superior shoreline. Project tasks included existing conditions documentation, alternative analysis, feasibility level plans and cross sections, and cost estimates.

**Shoreline Restoration Alternatives, Indiana Dunes National Lakeshore, Indiana.** Project landscape architect for proposed restoration of 20 miles of shoreline between Michigan City and Gary, Indiana. Services provided included technical analysis (water levels, wave climate, and sediment transport) along with development of shoreline restoration options (beach nourishment, sediment by-pass plants, and shoreline erosion structures) with construction cost estimates.

**South Shore Beach Relocation Study, Milwaukee, Wisconsin.** Project manager and project landscape architect analyzing the feasibility of recreating a public swimming beach within a County Park. Project tasks include background research, coordination with stakeholders, scientists, and computer modelers, stakeholder and public meetings, site and park design, stormwater management planning, and the development of beach alternatives.

**Milwaukee River Parkway Habitat Improvement and Interpretive Access Design- Milwaukee, Wisconsin.** Project manager and landscape architect for park design, bluff stabilization, and public access project in collaboration with the River Revitalization Foundation and Milwaukee County Parks. Project includes design of stairs, trails, bioswales, habitat restoration, slope grading, urban



## Benjamin Yahr, ASLA

Landscape Architect

plazas, and environmental education nodes to provide meaningful enhancements to nearly 500 feet of degraded urban park and riverway. Project tasks included successful grant applications securing funding for the project.

**Harbor and Beach Improvement Feasibility Study, Cornucopia, Wisconsin.** Project landscape architect for USACE feasibility study investigating alternatives to improve federal structures in the Lake Superior harbor to enhance the local economy and ecosystem services. Project tasks included stakeholder meetings, coordination with USACE officials, alternatives generation, evaluation matrix generation, cost estimation, and report preparation.

**South Beach Park Enhancement Marquette, Michigan.** Project manager and landscape architect for the development of conceptual plans for beach and dune enhancement at a recreational beach on Lake Superior. Project tasks included client meetings, background research, conceptual design, grading plans, report preparation, and coordination with engineers and scientists.

**Boardman River Dam Removal Alternatives Study, Traverse City, Michigan.** Project team member and designer for a study to examine the impacts of several proposed dam removal alternatives along the Boardman River, a tributary to Lake Michigan in northern Michigan. Project tasks include the development of alternatives for sediment management, volume calculations, preliminary restoration plans and management techniques, and visualization.

**Feasibility Study, Bailey's Harbor, Wisconsin.** Project landscape architect for the investigation of alternatives to maintain access to rural harbor to protect local economy. Long term sedimentation and potential storm damage frequently limited access to the Lake Michigan harbor. Project tasks included development of conceptual alternatives, bathymetry data collection and processing, and stakeholder meetings.

**Thompson's West End Park, Washburn, Wisconsin.** Project Manager and landscape architect for conceptual masterplanning project of the expansion and redesign of a 27-acre park located along the shores of Lake Superior in Bayfield County. The project involves improving and expanding habitat, camping, park facilities, and overall integration of the site to the natural and urban waterfront of Washburn.

**Public Access Trail, Port Washington, Wisconsin.** Project landscape architect and designer for conceptual public access trail leading out of downtown Port Washington. Project features bike and pedestrian trails and bridges, parking area, beach enhancement, shore protection, an ADA accessible fishing pier, prairie restoration, wetland creation and enhancement, and a canoe/kayak launch.

**Town Plaza Design Competition, Boulder Junction, Wisconsin.** Project manager and landscape architect for development of preliminary plans for a public plaza that will be a major landmark for the Town of Boulder Junction. The proposed plaza includes grading and drainage, circulation design, a four-season pavilion, a performance stage, a splash pad, an adventure playground, signage, seating areas, and areas for public art and events.

**North 30th Street Wet Weather Relief Project, Milwaukee, Wisconsin.** Project manager and landscape architect as part of a multidisciplinary team completing final design for improvements to reduce flooding in the northern portion of the 30th Street Industrial Corridor. The MMSD project included conceptual and final design for the proposed stormwater management basins, investigation the feasibility of green infrastructure elements, and coordinating the conceptual routing of a greenway corridor. Tasks include elements of park design, renderings, GI design, public and stakeholder involvement, conceptual design, and final design documentation.

**Kinnickinnic River Reach 2a Preliminary Engineering, Milwaukee, Wisconsin.** Project manager and landscape architect as part of a multidisciplinary team completing preliminary engineering for the restoration of over two miles of river in urban Milwaukee. The existing concrete channel has deteriorated, and will be removed to create a naturalized river. Project tasks include preparation of vegetation plans for channel restoration alternatives, development of construction and operations and maintenance costs for vegetation, and creation of 3d renderings for stakeholder and public meetings.

**Olin Park Beach Enhancement - Madison, Wisconsin.** Project landscape architect and designer for conceptual beach enhancements at the popular but underutilized city beach. Phased improvement plans and cost estimates were prepared for the Clean Lakes Alliance non-profit group. Proposed improvements included ADA access, site amenities, and coastal structures to contain an expanded beach, grading and terracing to improve access and comfort, and accommodations for future public pier.



## Benjamin Yahr, ASLA

Landscape Architect

**Harambee+Riverworks Green Infrastructure Best Management Practices Plan- Milwaukee, Wisconsin.** Project manager and landscape architect for creation of a green infrastructure plan for an industrial, commercial, and residential neighborhood in Milwaukee. The plan investigated the feasibility, prioritization, and spatial applicability of 14 green infrastructure best management practices to achieve the Milwaukee Metropolitan Sewerage District's goal of capturing the first ½ inch of rainfall.

**30th Street Corridor Neighborhood Green Infrastructure Planning Pilot Project- Milwaukee, Wisconsin.** Project manager and landscape architect for the creation of a neighborhood scale watershed management plan including design and implementation concepts for a residential area within an industrial corridor. The plan demonstrated the practices that would be required to meet the Milwaukee Metropolitan Sewerage District's capture, treatment, and storage goals in pilot area which could eventually be scaled throughout the city.

**Central Avenue Park Boat Launch Ramp, Highland Park, Illinois.** Project manager and landscape architect for the replacement of a deteriorating boat launch ramp for the Park District of Highland Park. Project features include a concrete boat launch ramp, floating access pier, stormwater management features, connections to adjacent recreational facilities, and conceptual park masterplanning. Project tasks included site analysis, site survey, conceptual design, client meetings, meetings with regulatory officials, and preparation of permit application materials.

**Bender Park Dredging Access Road, Milwaukee, Wisconsin.** Project manager and landscape architect for the development of alternatives for the stabilization of a construction access road created by dismantling an existing coastal structure. Project elements included a multiuse pathway that would facilitate dredging and allow for public access. Project tasks included site analysis, client meetings, coordination with structural and coastal engineers, cost estimates, materials investigation, meetings with regulatory officials, conceptual design, drawing production, and technical report production.

**Habitat Creation & Beneficial Use of Dredge Material, Cleveland, Ohio.** Project landscape architect for the selection of potential disposal sites for dredge spoils from the Cuyahoga River and Cleveland Harbor with the USACE. Five sites were evaluated, and preliminary engineering concepts were developed to provide storage of dredge material, and creation of habitat and potential recreational use.

**Anchor Bay Reconnaissance Study, Anchor Bay, Michigan.** Project landscape architect for reconnaissance level study performed for the Clinton River and Anchor Bay Area of Concern (AOC). Services provided included identification of project impairments, data gathering, development of watershed conceptual model, coordination with regional stakeholders, and formulation of a Strategic Plan for Beneficial Use Impairments (BUI) delisting along with Fact Sheets for nine sites.

**Toledo Harbor Island Restoration, Toledo, Ohio.** Project landscape architect for the preliminary design and feasibility evaluation of three habitat islands located in Maumee Bay in western Lake Erie. The islands are designed to accommodate over 20 million cubic yards of maintenance dredge material removed from the federal navigation channel. The islands provide over 1,000 acres of terrestrial and aquatic habitat at a cost of over \$750m. Baird services included coastal analysis, breakwater/revetment design, island location and layout, geotechnical analysis, constructability and cost estimating.

**Marion Mill Pond Ecosystem Restoration, Marion, Michigan.** Conceptual designer for dam removal and restoration options for a river channel and 26-acre impoundment and park in central Michigan. Tasks included analyzing existing conditions, comparing reference reaches, establishing natural channel design characteristics, researching and specifying natural grade control and habitat structures, analyzing construction phasing options, designing channel alignment alternatives, coordinating with USACE officials, coordinating with Environmental Assessment documentation, and specifying preliminary vegetation planting plans and lists.

**North Coast Transient Harbor, Cleveland, Ohio.** Designer and project team member for a 53 slip transient boat marina submitted for Federal Boating Infrastructure Tier II Grant. The proposed marina adjacent to the Rock and Roll Hall of Fame in downtown Cleveland will include dockage for boats up to 80 feet in length, ADA accessible dockage, and elements of "Green" marina design. Project tasks included marina layout, existing market conditions studies, economic justifications, determination of anticipated slip mix, cost estimating, and preparation of Grant application reports and materials. The project was subsequently selected to receive BIG Tier II funding.

## Benjamin Yahr, ASLA

Landscape Architect

**2016 Olympic Games Bid, Chicago, Illinois.** Project team member for the preparation of a feasibility study to incorporate modifications to the existing government breakwaters in Monroe Harbor to accommodate the rowing, sailing, kayaking, and triathlon venue for the 2016 Olympic Games. Coastal, structural and geotechnical engineering services were provided including comprehensive wind, wave and water levels analyses followed with extensive numerical modeling and design of proposed alternatives.

**Port Vincent Waterfront, Port Washington, Wisconsin.** Waterfront designer for over 7,000 LF of Lake Michigan waterfront. Proposed improvements include stabilization of 100-ft high bluffs, creation of 15 acres of environmental corridor and over 10 acres of accessible public park space and beachfront. The \$60m+ project also included a hotel resort and conference center, a PGA championship golf course, and residential development including condominiums, estate and single-family lots. Project tasks include site analysis, on-site conceptual design, design development, grading plans, cost estimates, visualization of design alternatives, final design, project team liaison, and regulatory permit preparation, and stakeholder meetings.

**Desmond Landing, Port Huron, Michigan.** Project landscape architect responsible for the design and production of drawings for the development of over one mile of urban waterfront along the St. Clair River. Master plan includes extensive public access and park opportunities, a specialty boat basin for display vessels, fixed and floating dockage systems, amphitheater, island development, fishing access, steel bulkhead walls, boardwalk, diver access, cobble beaches, wetland areas, and habitat creation. Technical issues include wave protection, stormwater management, and water quality.

**Gary Urban Waterfront Revitalization, Buffington, Indiana.** Project landscape architect and design team member responsible for the master plan development of a public urban waterfront complex. Master plan includes a 400-slip phased full service municipal marina, mooring accommodations for a large entertainment barge, park space, beach elements, public boat launch facility and dockage for transient craft and display vessels including a World War II Heavy Cruiser. Tasks include site analysis, site survey, stakeholder meetings, and permitting.

**Hastings Park, Rockley Beach & Boardwalk - Bridgetown, Barbados.** Project landscape architect, project task manager, and on-site construction representative for Public Park providing access to approximately 2km of newly restored beach systems and a continuous seaside boardwalk. Beach and boardwalk are accessible to the public and include significant site amenities, shore protection, and landscaping. Local residents and tourists utilize the waterfront Hastings Park for art fairs, concerts, and public events. Project tasks include site analysis, survey, on-site conceptual design, photo simulation, public participation, design development, cost estimates, visualization, final design, and construction services. Completed project was submitted to the ASLA National Professional Awards competition.

**Barbados West Coast Beach and Reef Design, Holetown, Barbados.** Project landscape architect for restoration of beaches and continuous public access along approximately 1.5km of shoreline. Final design elements included a 3-dimensional physical model, a series of offshore breakwaters, reef enhancements, natural stone structures, lagoon drainage enhancements, access stairs, connecting public parks space, and walkways in a unique partnership between the Government of Barbados and a group of local hoteliers. Project tasks included site analysis and survey, meetings with stakeholders, interface with engineers interpreting physical and computer model results, design visualization, construction document preparation, and coordination with onsite construction administration staff.

**Hodges Bay Resort, Antigua.** Designer for beach, pool, and boardwalk system within a residential revitalization master planning project. Project proposes creation vegetated headlands to contain swimming beaches. Other features include overlooks, shade structures, small boat access, a restored fishing pier, and natural area.

**Marine Facilities and Tanker Berth, Abaco, Bahamas.** Project team member for layout of berthing structures for a fuel offloading facility adjacent to a new power generation plant. Activities included conceptual, permitting, and final design documentation, and on-site assistance for geotechnical investigations.

**Tropicalia Boating Facility, Dominican Republic.** Project landscape architect and conceptual designer for master planning of a specialty boating facility for a new waterfront development. Proposed boating facility included a public promenade and pier approximately 400 feet long and 20 feet wide to be landscaped, and include a shade structure for general use as well as special dining experiences and wedding ceremonies. Project tasks include conceptual design, grading plans, and design development drawings.



## Colin Byron, E.I.T.

Engineer I

### Summary of Experience

Mr. Byron is a geotechnical engineer and has professional experience in coastal, bluff, and geotechnical site evaluations, as well as experience with preparing construction plans, regulatory permit preparation, CAD drafting, 3D modeling and quantity takeoffs.

### Relevant Project Experience

#### COASTAL/BLUFF EVALUATION AND RESTORATION

**Caledonia Revetment, Bluff Regrading, and Drainage, Caledonia, Wisconsin.** Performed a bluff evaluation and bathymetry study for the 900-foot-long site on Lake Michigan. He also modeled the slope regrading, drainage system and revetment design, prepared quantity takeoffs and construction plans, and assisted with preparing the regulatory permit.

**Virmond Park Bluff Evaluation and Groundwater Investigation, Mequon, Wisconsin.** Assisted with the bluff evaluation and groundwater investigation of the nearly 130-foot-high bluff that was experiencing failures. He also prepared site plans and geologic cross-sections of the site.

**Mt. Pleasant Revetment and Bluff Regrading, Mt. Pleasant, Wisconsin.** Assisted with the revetment and bluff evaluation and performed the bathymetry study of the site on Lake Michigan. He also modeled the bluff regrading and revetment design, and prepared quantity takeoffs and construction plans for the project.

**Pleasant Prairie Revetment and Drainage System, Pleasant Prairie, Wisconsin.** Assisted with the site evaluation and performed the bathymetry study for the site on Lake Michigan. He also prepared construction plans for the revetment and drainage design for the project.

**Whitefish Bay Revetment and Bluff Regrading, Whitefish Bay, Wisconsin.** Modeled the bluff regrading and revetment design, balanced the earthwork, assisted with regulatory permit preparation and prepared construction plans for the 600-foot-long project on Lake Michigan.

**Belgium Revetment, Belgium, Wisconsin.** Assisted with the site evaluation and performed the bathymetry survey for the 600-foot-long site on Lake Michigan. He also drafted the revetment design, prepared quantity takeoffs, and prepared construction plans for the 600-foot-long project on Lake Michigan.

**Whitefish Bay Revetment, Whitefish Bay, Wisconsin.** Assisted with the site investigation and bathymetry study for the 300-foot-long site on Lake Michigan. He also prepared a geologic cross-section, drafted the revetment design, prepared quantity takeoffs, and prepared construction plans for the project.

### Education

B.S.E., Geological Engineering and Geoscience, University of Wisconsin-Madison, 2019

### Licenses & Registrations

Engineer-in-Training WI #1513524

### Areas of Specialization

- Coastal and Bluff Site Investigation
- Coastal Restoration Construction Plan Preparation
- Geotechnical Field Work
- CAD Drafting & 3D Modeling
- Land Surveying and Data Collection

**EXHIBIT B**  
**INSURANCE COVERAGES**

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:  
\$500,000 injury-per occurrence  
\$500,000 disease-per employee  
\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit  
Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Engineer against all sums that Engineer may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation  
Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of Kenilworth, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, Engineers, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____



## Request for Board Action

**Agenda Item:** V.A.3

**Considered By:**  
Village Board

**Date:**  
02/18/25

**Staff Contact:** Donald Leicht, Public Works Superintendent

**Subject:** Adoption of an Ordinance Authorizing the Execution of an Intergovernmental Agreement with the Illinois Public Works Mutual Aid Network (IPWMAN) for Assistance in Emergencies and Disasters

**Summary:** The Illinois Public Works Mutual Aid Network (IPWMAN) is a network of government agencies that provide assistance to neighboring communities. The Village has been a member of IPWMAN since 2020. Recently, IPWMAN reconstructed their bylaws which require all members to enter into a new agreement. As part of the updates, IPWMAN is no longer a nonprofit organization and is now listed as an intergovernmental agency. Staff recommends authorizing the execution of an Intergovernmental Agreement (IGA) with IPWMAN.

**Background of Matter:** The Public Works Department consists of four full-time employees, the Superintendent, and three Maintenance Workers. Due to the Department's size, during an emergency or disaster, it may easily become overwhelmed and be unable to meet expectations or respond in a timely manner due to the limited manpower of a small department.

In 2020, staff reviewed solutions that would provide additional resources in the event of a disaster or emergency. The Village Board authorized entering into an agreement with IPWMAN to ensure support in emergency situations. Those registered with IPWMAN are offered mutual aid and recovery assistance from other public works agencies within the network. There are currently 50 participating agencies located in Cook County alone, and over 380 membered agencies altogether.

Recently, IPWMAN made changes to its bylaws. The updates consist of allowing aid to be used for day-to-day operations and training, along with providing a revised process for future amendments, as well as changing the status of the agency from a non-profit to an intergovernmental agency. Due to these changes, an updated agreement is required. To ensure the Village maintains access to the resources provided by IPWMAN, staff recommends authorizing the execution of an IGA with IPWMAN.

**Financial Impact:** The 2025 membership dues are \$100. This amount has been included in the 2025 budget in anticipation of approval.

**Recommendation:** Staff recommends that the Village Board adopt an Ordinance authorizing the execution of an intergovernmental agreement with IPWMAN for Assistance in Emergencies and Disasters.

**Attachments:**

- Proposed Ordinance
- Illinois Public Works Mutual Aid Agreement

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN) FOR ASSISTANCE IN EMERGENCIES AND DISASTERS**

Passed by the Board of Trustees this \_\_ day of February, 2025

Published by the Board of Trustees this \_\_ day of February, 2025

Printed and published in pamphlet form  
by authority of the President and Board of Trustees

VILLAGE OF KENILWORTH, ILLINOIS

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Village Clerk

**VILLAGE OF KENILWORTH**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN) FOR ASSISTANCE IN EMERGENCIES AND DISASTERS**

**WHEREAS**, the Village of Kenilworth is a unit of local government organized under the laws of the State of Illinois; and

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

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

**WHEREAS**, Section 5 of the “**Intergovernmental Cooperation Act**”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering in to the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to enter into an intergovernmental agreement to secure to each the benefits of the mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible.

**NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF KENILWORTH, COUNTY OF COOK, STATE OF ILLINOIS**, as follows:

**SECTION 1:** That the Village Manager and the Public Works Superintendent be and are hereby authorized to execute an Agreement for participation in the **Illinois Public Works Mutual Aid Network (IPWMAN)**, a copy of said Agreement being attached hereto and being made a part hereof as Exhibit A.

Passed this \_\_ day of February, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_ day of February, 2025.

---

Cecily Kaz  
Village President

Attest:

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Michael Gagnon  
Village Clerk

**Exhibit “A”**

**Illinois Public Works Mutual Aid Network (IPWMAN) Agreement**

(attached)

# **An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement**

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among \_\_\_\_\_ ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

*WHEREAS*, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

*WHEREAS*, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

*WHEREAS*, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

*WHEREAS*, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

*WHEREAS*, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

*WHEREAS*, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

*WHEREAS*, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

*WHEREAS*, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

*WHEREAS*, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

*WHEREAS*, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

*NOW, THEREFORE*, the Parties agree as follows:

## **SECTION I: PURPOSE**

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

## **SECTION II: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

### **SECTION III: RESPONSIBILITY OF PARTIES**

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

#### **SECTION IV: ANNUAL REVIEW**

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

#### **SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE**

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

#### **SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES**

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

#### **SECTION VII: SUPERVISION AND CONTROL**

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

### **SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

### **SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST**

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

## **SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES**

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

## **SECTION XI: WORKERS' COMPENSATION**

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

## **SECTION XII: INSURANCE**

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

## **SECTION XIII: INDEMNIFICATION**

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

#### **SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID**

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

#### **SECTION XV: NOTICE OF CLAIM OR SUIT**

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

#### **SECTION XVI: AMENDMENTS**

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

#### **SECTION XVII: ADDITIONAL PARTIES**

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

### **SECTION XVIII: NOTICES**

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

### **SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION**

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

### **SECTION XX: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

### **SECTION XXI: SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

### **SECTION XXII: EFFECTIVE DATE**

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

### **SECTION XXIII: WAIVER**

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

### **SECTION XXIV: EXECUTION OF COUNTERPARTS**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

### **SECTION XXV: PRIOR IPWMAN AGREEMENTS**

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By-Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

### **SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

*NOW, THEREFORE*, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

# Signature Page

Approved and executed this \_\_\_\_\_ day \_\_\_\_\_ of 20 \_\_\_\_\_.

For the Agency (Insert Name): \_\_\_\_\_

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

Its: \_\_\_\_\_

*Attest*

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

Its: \_\_\_\_\_

**APPROVED**

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

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

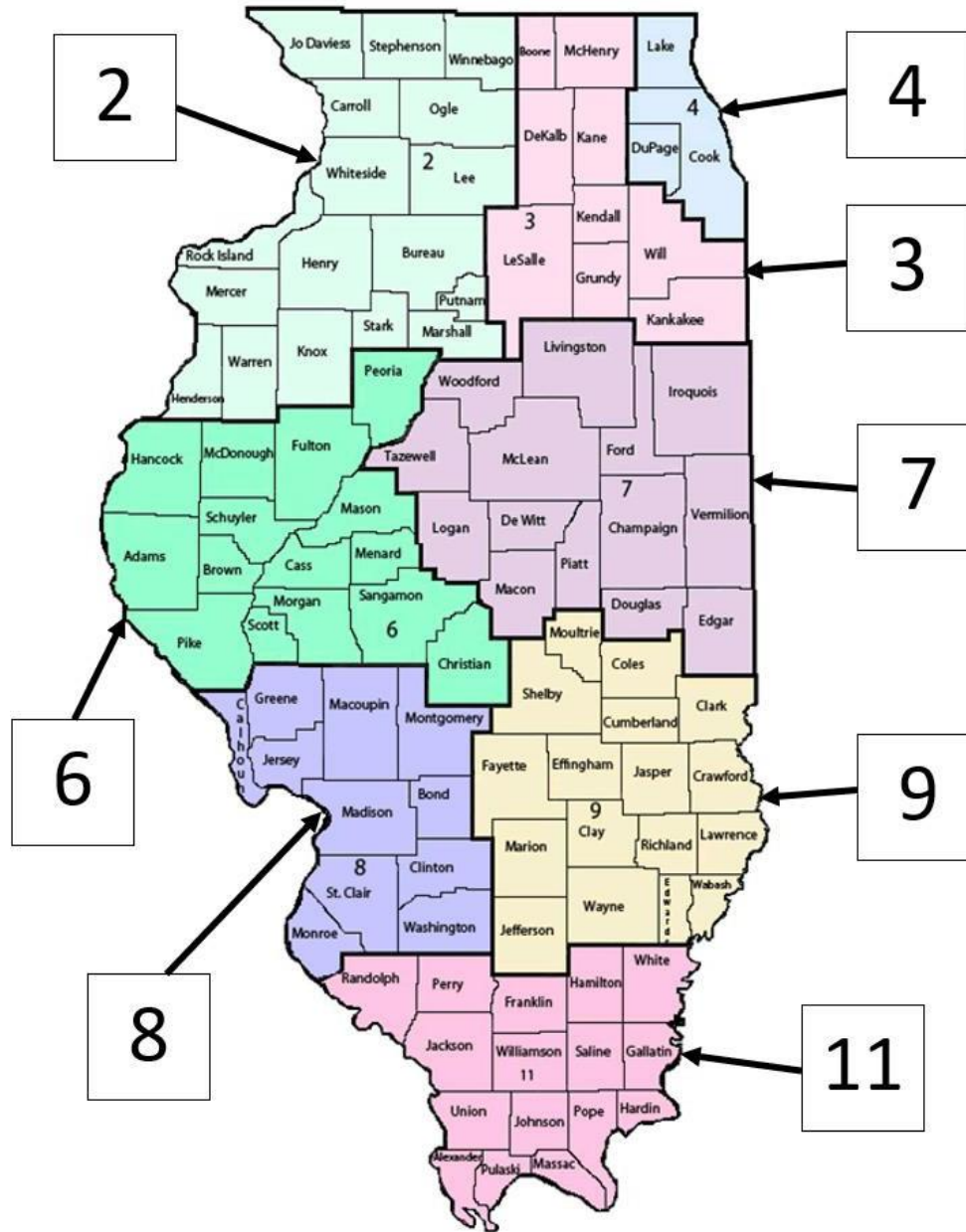
Vince Kilcullen  
President, IPWMAN Board of Directors

Attest: \_\_\_\_\_

Joe Cronin  
Secretary, IPWMAN Board of Directors

*Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.*

Exhibit 1—IPWMAN Region Map



# IPWMAN Region Map



## Request for Board Action

**Agenda Item:** V.A.4.

**Considered By:**  
Village Board

**Date:**  
02/18/25

**Staff Contact:** Katarzyna Thake, Village Manager

**Subject:** A Resolution Approving a Second Amendment to the Intergovernmental Agreement Between the Village of Kenilworth and the Kenilworth Park District

**Summary:** The Intergovernmental Agreement (“IGA”) Between the Village of Kenilworth and the Kenilworth Park District lapsed on March 19, 2024. Pursuant to the Appendix IV Term and Termination, both parties may agree to a renewal of five (5) years. The second amendment outlines the renewal through March 19, 2029.

**Background of Matter:** In 2019, the Village and the Kenilworth Park District entered into a Intergovernmental Agreement on March 19, 2019 (as amended, “Agreement”) for the maintenance of public properties and facilities, providing for the shared use of equipment on a fair and equitable long-term basis, apportioning fair responsibility for costs associated with these agreements between the parties, and increasing the efficient delivery of services to the residents of Kenilworth. Subsequently, on March 21, 2023, the Village entered into a First Amendment to further define the Intergovernmental Agreement as it relates to beautification of Village properties.

On March 19, 2024, the IGA lapsed due to several factors, including the transition of Village Managers. As leadership changed, institutional knowledge and priorities shifted, leading to delays in the review and renewal process. Additionally, competing demands on staff time and resources contributed to the oversight, as the focus was on pressing operational and infrastructure matters. While the lapse was unintentional, the Village remains committed to updating the terms of the IGA to ensure efficient services are delivered to the residents of Kenilworth.

**Financial Impact:** There is no financial impact for the extension of the term pursuant to the Intergovernmental Agreement.

**Recommendation:** It is recommended that the Village Board review and approve a Resolution Approving a Second Amendment to the Intergovernmental Agreement Between the Village of Kenilworth and the Kenilworth Park District

**Attachments:**

- Resolution Approving a Second Amendment to the Intergovernmental Agreement Between the Village of Kenilworth and the Kenilworth Park District
- Second Amendment to the IGA – Exhibit 1
- First Amendment to the IGA - supplemental information
- March 2019 Intergovernmental Agreement – supplemental information

**VILLAGE OF KENILWORTH  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A SECOND AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF KENILWORTH AND THE KENILWORTH PARK DISTRICT**

**WHEREAS**, the Village of Kenilworth (“Village”) is an Illinois municipal corporation organized and operating in accordance with the Illinois Municipal Code (65 ILCS 5/1, *et seq.*) and the Constitution of the State of Illinois (“Constitution”); and

**WHEREAS**, the Kenilworth Park District (“Park District”) is an Illinois unit of local government organized and operating in accordance with the Illinois Park District Code (70 ILCS 1205/1, *et seq.*); and

**WHEREAS**, Article VII, Section 10 of the Constitution authorizes units of government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides additional powers to units of government that work together; and

**WHEREAS**, for many years, the Village and the Park District have partnered for the maintenance of public properties and facilities, providing for the shared use of equipment on a fair and equitable long-term basis, apportioning fair responsibility for costs associated with these agreements between the parties, and increasing the efficient delivery of services to the residents of Kenilworth; and

**WHEREAS**, on or about March 14, 2019, the Village and Park District entered into an Intergovernmental Agreement addressing shared facilities, equipment, and related matters (as amended, the “Agreement”); and

**WHEREAS**, on or about March 21, 2023, the Village and Park District amended the Agreement to address tree removal protocols; and

**WHEREAS**, the Village and the Park District now wish to further amend the Agreement to extend the Agreement’s term through March 19, 2029, all as set forth in the Second Amendment to the Intergovernmental Agreement attached as Exhibit 1 (“Second Amendment”), and the Village finds that doing so is in the best interests of the Village, the Park District, and their residents and constituents, respectively;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

**Section 1.**     **Recitals and Exhibits.** The foregoing recitals and all exhibits attached to this Resolution are incorporated as though fully set forth in this Section.

**Section 2.**     **Amendment Approved.** The Second Amendment attached as Exhibit 1 is approved.

**Section 3.**     **Authority.** The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Second Amendment. The Village Manager is authorized to take all actions necessary to enforce the Second Amendment’s terms.

**Section 4.**      **Conflict.** In the event a conflict exists between this Resolution’s terms and the terms of any other Village ordinance or resolution, the terms of this Resolution shall control.

**Section 5.**      **Effective Date.** This Resolution shall take effect immediately upon its passage and approval as provided by law.

Passed this \_\_\_ day of February, 2025.

AYES:  
NAYS:  
ABSENT:  
ABSTAIN:

Approved this \_\_\_ day of February, 2025.

\_\_\_\_\_  
Cecily Kaz  
Village President

\_\_\_\_\_  
Michael Gagnon  
Village Clerk

Exhibit 1

**SECOND AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF KENILWORTH AND THE KENILWORTH PARK DISTRICT**

[attached]

**SECOND AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF KENILWORTH AND THE KENILWORTH PARK DISTRICT**

**THIS SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (“*Second Amendment*”) is made as of the \_\_\_ day of \_\_\_\_\_, 2025 between the VILLAGE OF KENILWORTH, an Illinois municipal corporation (“*Village*”), and the KENILWORTH PARK DISTRICT an Illinois park district and body corporate and politic. (“*Park District*”).**

In consideration of the recitals and the mutual covenants and agreements set forth below, the parties hereby agree as follows:

**SECTION 1. RECITALS.**

**A.** The Village and the Park District (collectively, the “*Parties*”) entered into an Intergovernmental Agreement on March 19, 2019 (as amended, “*Agreement*”) for the maintenance of public properties and facilities, providing for the shared use of equipment on a fair and equitable long-term basis, apportioning fair responsibility for costs associated with these agreements between the parties, and increasing the efficient delivery of services to the residents of Kenilworth.

**B.** The Village and the Park District entered into a First Amendment to the Agreement on March 21, 2023 (“*First Amendment*”).

**C.** The Parties now desire to further amend the Agreement to extend the Agreement’s term through March 19, 2029.

**D.** The Parties find that there is a public purpose and benefit to amending the Agreement as set forth in this Second Amendment.

**SECTION 2. AMENDMENT TO AGREEMENT.** The Agreement is hereby amended as follows:

**A. Appendix IV Term and Termination, Subsection A. Initial Term and Renewals Terms.** The subsection shall be amended to reflect that the Parties have agreed to renew the Agreement’s term for a period of five (5) years commencing on March 19, 2024 and ending on March 19, 2029.

### **SECTION 3. MISCELLANEOUS.**

- A. **Capitalized Terms; Conflict.** Any capitalized term used herein but not defined herein, shall have the meaning given to such term in the Agreement. In the event of any conflict between the terms and conditions hereof and those set forth in the Agreement, the terms and conditions of this Second Amendment shall control.
- B. **Binding Effect.** This Second Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.
- C. **One Agreement.** The Agreement, First Amendment, and this Second Amendment shall be construed as one instrument. The terms and provisions of the Agreement not specifically modified by this Second Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged, or otherwise altered by this Second Amendment. The terms and provisions of the Agreement are incorporated herein by reference as if fully stated herein.
- D. **Final Form.** This Second Amendment represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the Parties. There are no unwritten oral agreements between the Parties.
- E. **Authority.** Each Party represents and warrants to the other that it has the requisite authority to enter into this Second Amendment, and each party shall, upon request, provide evidence of such authority acceptable to the other at the time of execution of this Second Amendment.
- F. **Counterparts and Electronic Signatures.** It is hereby agreed that electronic and photocopies of signatures shall be deemed an original and shall be binding on this Second Amendment. This Second Amendment may be signed and countersigned at different times and all countersignatures shall be binding and of full force and effect.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE:

ATTEST:

**VILLAGE OF KENILWORTH**

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

By: \_\_\_\_\_  
Cecily Kaz, Village President

PARK DISTRICT:

ATTEST:

**KENILWORTH PARK DISTRICT**

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
John Hart, Park Board President

**1<sup>st</sup> Amendment to the  
Intergovernmental Agreement Between the  
Village of Kenilworth and the Kenilworth Park District. for the  
Maintenance of Public Properties and Facilities, Shared Use of  
Equipment and Shared Costs**

**THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED MARCH 19, 2019 (“*First Amendment*”)** is made as of the 21<sup>st</sup> day of March, 2023 between the **VILLAGE OF KENILWORTH**, an Illinois municipal corporation (“*Village*”), and the **KENILWORTH PARK DISTRICT** an Illinois park district and body corporate and politic. (“*Park District*”).

In consideration of the recitals and the mutual covenants and agreements set forth below, the parties hereby agree as follows:

**SECTION 1. RECITALS.**

**A.** The Village and the Park District (“*Parties*”) entered into an Agreement on March 19, 2019 (“*Agreement*”) for the maintenance of public properties and facilities, providing for the shared use of equipment on a fair and equitable long-term basis, apportioning fair responsibility for costs associated with these agreements between the parties, and increasing the efficient delivery of services to the residents of Kenilworth.

**B.** The Parties desire to amend the Agreement, among other reasons, to assist the Park District in reducing ongoing expenses related to its obligations under the Agreement.

**C.** The Parties find that there is a public purpose and benefit to amending the Agreement.

**SECTION 2. AMENDMENTS TO AGREEMENT.** The amendments listed below shall be incorporated into the Agreement:

**A. General Agreement, Subsection 8.** The subsection shall be deleted excepting the title and replaced with: “The District shall notify the Village in writing of any dead or dangerous trees observed on the properties listed on Exhibit B. It shall be the responsibility of the Village to remove any dead or dangerous trees and nothing herein shall require the District to conduct tree safety inspections for said properties.”

**B. General Agreement, Subsection 9.** The sentence shall be modified to specify that the services shall be provided during the regular days and hours of the District.

- C. General Agreement, Subsection 11.** A new subsection shall be created and titled, “Planting Irrigation.” The description shall be: “The Village shall take steps to reduce the amount of time the District staff spends irrigating the plantings at the Kenilworth Fountain and the Kenilworth Train Station. A soaker hose shall be installed at the Kenilworth Fountain that includes a timer system to automatically start/stop the irrigation. Additionally, the Village shall explore options to purchase and install a drip irrigation system for the planter boxes at the Kenilworth Train Station. The system shall be installed after the facility remodeling is completed by Metra Rail which is expected to occur in 2023.
- D. General Agreement, Subsection 12.** A new subsection shall be created and titled, “Seeding, Fertilizing, Mulching, and Weed/Pest Control.” The description shall be: “The District shall offer turf maintenance recommendations to the Village for seeding, fertilizing, weed/pest control, and adding mulch to the properties listed in Exhibit B. Should the Village determine it necessary to implement the recommended maintenance, the commodities used (e.g., fertilizer) for the maintenance shall be purchased by the Village. The labor related to the maintenance activities shall be provided by the District. The timing of the performance of the maintenance activities to be performed shall be exclusively determined by the District.
- E. Appendix 1, Definitions, Landscaping Services.** Delete all references to tree removal or tree trimming services to be performed by the District. It is the intention of the Parties that the updated language in the General Agreement, Subsection 8 shall prevail.
- F. Appendix 1, Definitions, Tree Removal Services.** Delete the subsection in its entirety.
- G. Appendix 1, Park District Obligations.** In Subsection A, delete all references to “tree maintenance services.” In the first sentence of the subsection, delete “commodities”. Further, in the fourth sentence of the subsection, related to the provision of \$3,500 of contractual tree maintenance services shall be deleted.

(Signature Page Follows)

March 15, 2023

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE:

VILLAGE OF KENILWORTH

ATTEST:

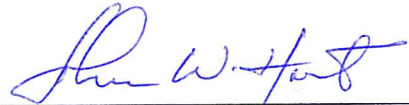
By:   
Cecily Kaz, Village President

  
Village Manager

PARK DISTRICT:

KENILWORTH PARK DISTRICT

ATTEST:

By:   
John Hart, Park Board President

By:   
Executive Director

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
VILLAGE OF KENILWORTH  
AND  
KENILWORTH PARK DISTRICT**

GENERAL AGREEMENT | Pages 2-4

RATIFICATION ORDINANCE | Pages 5-6

APPENDIX I: DEFINITIONS AND RULES OF CONSTRUCTION | Pages 7-10

APPENDIX II: INSURANCE MUTUAL RELEASE, AND IDEMNIFICATION | Pages 11-12

APPEDIX III: DISPUTE RESOLUTION | Page 13

APPENDIX IV: TERM: TERMINATION | Pages 14-15

EXHIBIT A: VILLAGE PROPERTY AND PARK SPACES | Page 16

EXHIBIT B: SCHEDULE 1 – PARK DISTRICT SERVICES | Pages 17-19

EXHIBIT C: DIAGRAM OF DISTRICT AREA AT PUBLIC WORKS & TERMS OF USE | Pages 20-21

## GENERAL AGREEMENT

The following terms have been agreed upon by the Executive Director of the Kenilworth Park District and the Village Manager of the Village of Kenilworth. A further explanation of terms used within this General Agreement can be found in APPENDIX II: DEFINITIONS AND RULES OF CONSTRUCTION.

### **1. Shared Vehicles and Equipment**

- Parties agree to share vehicles and equipment
- User of equipment/vehicles responsible for any repairs/replacement resulting from time of use
- User responsible for fueling equipment/vehicle
- User responsible for returning equipment/vehicle in same condition as when borrowed
- Vehicle/Equipment subject to availability at discretion of Public Works Superintendent and Executive Director
- Must submit certification of training in use of equipment or licensing as required (i.e., CDL)

### **2. Shared Facilities**

- Parties agree to share Village Hall, Assembly Hall, Village House, and the Public Areas of each
- Visiting party agrees to pay direct staffing costs + 5% administrative fee for use
- Visiting party responsible for any damage/loss resulting from use
- Property/Public area use is subject to availability

### **3. Fringe Benefits**

- Village of Kenilworth agrees to allow Kenilworth Park District to participate in Health, Dental, Vision, and Life Insurance through NSEBC
  - Kenilworth Park District to be directly billed by companies when possible
  - If Village required to conduct billing, District to be billed monthly by Village
  - Village to serve as Point of Contact for employee insurance orientation and questions
  - District to pay Village \$750/Year for management of fringe benefits
  - District is not a member of NSEBC and does not have a position on its Board of Directors

### **4. Gasoline and Diesel Fuel**

- Kenilworth Park District shall have access to and use diesel and gasoline fuel tanks at the Public Works Facility
- District shall log all usage on Village-provided forms
- District agrees to share 10% of cost for new electronic fuel management system if implemented
- Village will bill District monthly at cost with no administration fee

### **5. Public Works Facility Shared Use**

- District shall have access and use of area at the Public Works Facility depicted on Exhibit A
- Area may be changed from time to time as agreed upon by both parties
- Village to bill District its pro rata share of utility expenses equal to District Area÷ Total Public Works Area (currently 22%)
- District shall be responsible for all maintenance of its assigned area

- Village shall maintain building, property and common areas
- District shall reimburse Village for use of refuse and landscaping dumpsters in excess of the typical disposal of refuse from public refuse containers on Village and District property
- District to pay pro rata share of HVAC & roof replacement expenses

**6. *Water Usage and Billing***

- District shall establish water accounts for its facilities and pay for water utilized
- Water used to irrigate Village properties shall be metered but not charged to the District
- Water drawn from hydrants and other distribution system sources where it is not possible to have a permanent water meter shall be metered and tracked on an annual basis
- Kenilworth Park District will not be subject to the System Improvement Charge imposed upon water accounts
- The Public Works Superintendent shall coordinate meter usage and logging
- The District shall use care to conserve water and protect the water distribution system
- No automatic irrigation shall be utilized by the District on Village property without permission of the Village

**7. *Park District In-Kind Services to Village***

- The District shall provide in-kind services to the Village in lieu of paying rent for area utilized at the Public Works facility
- The District shall, at its own expense, maintain the properties listed in Exhibit B in a like and similar fashion as they maintain similar District properties except as noted in EXHIBIT B: SCHEDULE 1

**8. *Tree Removal Services***

- Tree Removal services to be provided by the District to Village, as defined within this agreement
- District agrees to budget an annual amount for contractual tree removal services, which shall be capped at \$3,500/year
- Costs above the amount shall be the responsibility of the Village
- District agrees to notify Village once the cap is met and no further tree removals shall take place without prior Village authorization

**9. *Snow Removal***

- The District shall remove snow/ice accumulations from the sidewalks and parking lot at Village Hall on regular business days of the District between the hours of 8:30am and 5:00pm

**10. *General Terms***

- Each party agrees to repair any damage caused to the property of the other party in the performance of their obligations under this Agreement
- Parties agree to notify one another should they observe damage or unsafe conditions on the other parties property requiring attention
- Parties agree to mutually indemnify one another as outlined in APPENDIX III
- Items 3-4 subject to vendor/consortium authorization for arrangement
  - If Village changes vendors, Village is under no obligation to ensure District will still be able to participate under new vendor contract, but Village shall strive to include District in new arrangement
  - Village shall notify Park District of any changes 30 days prior

- Parties to pay all invoices within 45 days
  - If amount billed is disputed by either party, party agrees to pay and protest
  - If party does not pay timely, billing party shall have right to immediately terminate service with 5 days' notice and shall be under no obligation to restore service
  - Parties agree to electronically submit all invoices for payment.
    - Invoices to be submitted via email to Executive Director/Village Manager

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
VILLAGE OF KENILWORTH  
AND  
KENILWORTH PARK DISTRICT**

**THIS AGREEMENT** is effective as of March 19, 2019, by and between the **VILLAGE OF KENILWORTH**, an Illinois municipal corporation ("*Village*"), and the **KENILWORTH PARK DISTRICT** ("*Park District*"), an Illinois park district and body corporate and politic.

WHEREAS, the Village is an Illinois non-home rule municipality organized and operating under the Illinois Municipal Code ("*Code*"); and

WHEREAS, the Park District is an Illinois park district organized and operating under the Illinois Park Code ("*Park Code*"); and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government; and

WHEREAS, the Village and Park District wish to enter into an intergovernmental agreement providing for the maintenance of public properties and facilities, providing for the shared use of equipment on a fair and equitable long-term basis, apportioning fair responsibility for costs associated with these agreements between the parties, and increasing the efficient delivery of services to the residents of Kenilworth.

WHEREAS, This Agreement is entered through the powers granted in Article VII, Section 10 of the Illinois Constitution of 1970 and pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* The Parties to this Agreement acknowledge and agree this is, except as otherwise provided in this Agreement,

WHEREAS, The Village has been, and will remain during the Term of this Agreement, the sole employer of those personnel providing the "*Administrative Services*" set forth herein; and the Village will provide certain other resources, including facilities and utilities as described in this Agreement. The Park District has been, and will remain during the Term of this Agreement, the sole employer of the personnel providing the "*District Services*" set forth herein.

WHEREAS, The Village and the Park District desire to, and do hereby, terminate the following agreements upon the effective date of this new agreement which shall be March 19, 2019: (1) that certain Amended and Supplemental Intergovernmental Agreement between the Parties dated November 13, 1967 and (2) that certain Lease of the Public Works Facility by and between the Parties dated February 1, 2000; and the Intergovernmental Agreement between the Parties effective June 1, 2011.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, the Village and the Park District hereby agree TO ALL ASPECTS OF THIS AGREEMENT:

**IN WITNESS HEREOF**, the Village has caused this Agreement to be executed by the Village President and attested by the Village Clerk and the official seal of the Village of Kenilworth

to be hereunto affixed, and the Park District has caused this Agreement to be executed by its President and attested by its Secretary and the Park District's official seal to be hereunto affixed, as of the day and year first above written.

**KENILWORTH PARK DISTRICT**

By: *Neider Higgins*  
President

Attest: *[Signature]*  
Secretary  
(SEAL)

**VILLAGE OF KENILWORTH**

By: *Ann Poth*  
Village President

Attest: *[Signature]*  
Village Clerk  
(SEAL)

## APPENDIX I: DEFINITIONS AND RULES OF CONSTRUCTION

Definitions. Whenever used in this Agreement, the following terms shall have the following meanings, unless a different meaning is required by the context:

***“Administration Department”***: The department of the Village providing the Administrative Services.

***“Administrative Services”***: Services and activities associated with including Park District employees in the following: a) providing and renewing Fringe Benefit programs for Park District employees, b) day to day administration of Fringe Benefits and claims processing for Park District employees; c) any other service that falls within the reasonable and customary services provided by the Village to the Park District.

***“Capital Equipment”***: Equipment, purchased with a value equal to or in excess of \$5,000 at the time of acquisition and anticipated to be utilized by Park District as well as the Village.

***“Effective Date”***: March 19, 2019

***“Fringe Benefit”***: The Medical, Dental, Employee Assistance Program, Vision and Life Insurance benefits offered to Village Employees in which the Park District employees shall be permitted to participate on the same terms as offered to Village Employees.

***“Initial Term”***: The initial term of this Agreement as provided in Section 13 of this Agreement.

***“IRMA”***: The Intergovernmental Risk Management Agency, an intergovernmental risk management pool for the provision of self-insurance by municipalities and other units of local government.

***“Kenilworth Assembly Hall”***: The Kenilworth Assembly Hall (formerly the Kenilworth Club) located at 410 Kenilworth Avenue, Kenilworth, Illinois.

***“Landscaping Services”***: Services and activities associated with, and necessary for, the maintenance and upkeep of the general landscaping of the Village Property and Park Spaces. These shall include, without limitation, activities such as mowing, seeding, fertilizing, lawn aeration, trimming of trees and bushes, seasonal plantings, collection and removal of leaves and debris. These services are set forth on Schedule 1 attached hereto and made a part hereof. Snow removal services are included during regular business hours of 7:00 am to 3:30 pm and only as specified in Schedule 1. The Parties may modify Schedule 1 as they shall reasonably agree and in light of the purposes and intent of this Agreement.

***“Loaned Equipment”***: The equipment, motor vehicles, tools and implements of (i) the Park District, and (ii) the Village Public Works Department, that may be loaned for shared use pursuant to Section 8 of this Agreement.

***“Park District In-Kind Services”***: Those services provided by the Park District to the Village from time to time, to assist the Village in public works and other non-police operations including, without limitation, activities such as responding to severe weather and other unusual events, flood and drainage management and mitigation, clearing of trees and debris from public streets, maintenance, repair and upkeep projects for public infrastructure, tree planting, tree removal, and snow removal of public property. Landscaping Services is not included in District In-Kind Services.

***“Park District Programs and Services”***: All park and recreation programs and services provided or operated by the Park District pursuant to the Park District Code, 70 ILCS 1205/1-1 *et seq.*

***“Park District-Provided Services”***: The Landscaping Services, Tree Maintenance Services, and the District In-Kind Services.

***“Party” or “Parties”***: The Village and the Park District.

***“Public Works Department”***: The Village Public Works Department.

***“Public Works Facility”***: The building and surrounding real estate owned by the Village commonly known as 347 Ivy Court, Kenilworth, Illinois.

***“Renewal Term”***: Any five (5) year period or part thereof for which this Agreement is renewed pursuant to this Agreement.

***“Special Services”***: Services planned, prepared, and/or performed by the Village for Park District Programs and Services and for community organizations using land or facilities owned by the Park District, including arrangements for Village personnel attendance at: (i) special events on a hire-back basis, (ii) special community education, open houses or other informational events, and (iii) private special events.

***“Term”***: The Initial Term and any Renewal Terms.

***“Tree Removal Services”*** shall mean the pruning or removal of trees or limbs from Village Property, as identified by the Village pursuant to written order, performed by the Park District either through the use of Park District employees and equipment, rented equipment, or contracted removal services.

***“Village Property and Park Spaces”***: The Village Hall, the Public Works Facility, and all Village-owned public park land, facility grounds, landscape islands, boulevard medians, and public rights of way within the corporate limits of the Village from time to time, as listed in, and depicted on Exhibit A as of the Effective Date.

***“Village Hall”***: That portion of the building sometimes known as the Stuart Memorial Building, located on the real estate commonly known as 419 Richmond Road, Kenilworth, Illinois, that is leased to the Village by the owner of such building. The building is located on real estate owned by the Village

***“Village House”***: The building and surrounding real estate owned by the Park District and used or leased by the School District commonly referred to as the Village House, located at 600 Ivy Court, Kenilworth, Illinois

**Village Obligations.**

- A. **Provision of Administrative Services.** The Village, by and through the Administration Department, shall provide Administrative Services to the Park District, except as otherwise mutually agreed upon by the Parties. The Park District shall be treated as an integral part of the Village’s Administration Department’s duties and responsibilities.
- B. **Hours of Operation.** The Administration Department shall be available and provide service to the Park District at the same days and hours, and at the same service level, as such Services are provided within the Village to Village operations.

- C. Services Disruption. The Parties understand and agree disruptions in Administrative Services may occur from time to time during the Term of this Agreement. Disruptions may occur due to a variety of causes, including, without limitation, equipment failure, personnel problems, labor issues or severe weather. If the Village anticipates a disruption in Administrative Services, or if Services are in fact disrupted, for any reason, then the Village shall immediately notify the Executive Director by whatever means are practical under the circumstances of such anticipated or actual disruption and shall inform the Executive Director of the nature of the disruption as well as the expected length of time Administrative Services will be disrupted. The Village shall also notify the Executive Director promptly after Administrative Services are restored.
- D. Provision of Special Services. The Village shall make good faith efforts to provide Special Services reasonably requested by the Park District and community organizations. Such Special Services shall be provided only as specified and approved by the Village Manager on a pre-arranged and pre-scheduled basis taking into consideration the availability of resources and the effect that provision of such Special Services may have upon the operations of the Village. The Village Manager shall have the authority to assess reasonable and customary charges to the recipients of such Special Services in those instances requiring additional duty services.
- E. Inclusion in Procurement Contracts. Unless agreed by Parties otherwise, the Village shall include service and equipment to the Park District in the contracts for Fringe Benefits as provided for herein. The Executive Director shall communicate the needs of the Park District to the Village Manager or his/her designee. The Parties may, in light of the goals of this Agreement and the interests of the citizens of Kenilworth, include other procurement contracts where mutually desired.
- F. Service Standards. The Executive Director shall keep the Administration Department informed of any service issues and changes to any contracts for services being provided to the Village. The Village shall have the right to change vendors and shall use reasonable efforts to include the Park District when changing vendors and procuring services for the District, but the Village shall have final authority over the decision as to contractor or inclusion of the District and no guarantee of continuing inclusion is made as a part of this Agreement.

**Park District Obligations.**

- A. Provision of District Services - Landscaping Services, Tree Maintenance Services, and Park District In-Kind Services. The Park District shall provide all labor, commodities and equipment for the Landscaping Services and Tree Maintenance Services. In addition, the Park District shall provide Park District In-Kind Services to the Village upon the request of Village and as mutually agreed between the Parties. There shall be no compensation paid by the Village for the Landscaping Services. The Park District shall provide, on an annual basis, the first \$3,500.00 of Contractual Tree Maintenance Services. The Park District shall provide Park District In-Kind Services at no cost to the Village unless said Park District In-Kind Services as requested by the Village involve the payment of overtime to Park District employees, in which case the Village shall pay the differential cost of the overtime paid by the Park District. The Park District shall give the Village Administration advanced notice of any service that will incur overtime and await approval from them prior to initiating work. In instances where such Park District In-Kind Services are able to be scheduled in advance, the Village shall schedule the requested Services in

a manner that will take into account the need to maintain Park District properties without degradation of their condition for Park District Programs and Services.

- B. Service Standards. The Park District will provide the Landscaping Services, Tree Maintenance Services, and the Park District In-Kind Services in the same manner in which it provides and performs similar services generally for its own Park District properties, including all personnel, labor, supplies and equipment and including the timing of providing such services.

**APPENDIX II: INSURANCE, MUTUAL RELEASE, AND IDEMNIFICATION**

**Insurance.**

- A. **Coverage Provided.** The Village is a member of IRMA and the Park District is a member of PDRMA. Pursuant to their respective memberships in IRMA and PDRMA, each Party will provide the following coverage for their respective buildings, facilities, equipment and personnel: Commercial General Liability;
1. Business Auto Liability for vehicles used in the provision of services under this Agreement;
  2. Vehicle Property Damage for any equipment used in the provision of Services under this Agreement, regardless of whether owned by the Village or the Park District, or held in joint ownership by the Parties;
  3. First Party Property except for real property owned or leased;
  4. Workers' Compensation for employees who perform any of the categories of services under this Agreement; and
  5. Employers' Liability for employees who perform any of the categories of services under this Agreement.
- B. **Mutual Defense.** Except as provided elsewhere regarding Loaned Equipment and as provided in Exhibit B regarding Environmental Conditions, in the event that either Party is sued or otherwise faces a claim from a third-party for damages, demands, costs, fees or expenses relating to matters arising from this Agreement (including without limitation claims for damages), the sued Party will notify the other Party, and the Parties will conduct a mutual defense against the claim and will share costs and otherwise cooperate to defend against any such claims.
- C. **Mutual Releases.** Except as provided elsewhere regarding Loaned Equipment and Exhibit B regarding Environmental Conditions, the Parties, and each of them, hereby release any claims that any such Party may have against the other relating to or arising from this Agreement or its implementation, whether occurring before or after the execution of this Agreement; provided that any Party may bring an action against the other Parties for contribution in connection with any third-party claim to the extent that the claim relates to the act or omission of another Party; and provided further that nothing in this Section will limit the ability of any Party to enforce the terms of this Agreement.
- C. **Mutual Indemnification.** In the event of claims for damages, demands, costs or fees against any of the Parties arising from activities or services provided under this Agreement:
1. The Village will indemnify and hold harmless the Park District from and for any and all liability, personal injuries, property damage, claims, causes of action, damages, losses, and other obligations to the extent caused by the acts or omissions of the Village, or its officers, officials, employees, agents, attorneys, representatives, or contractors.
  2. The Park District will indemnify and hold harmless the Village from and for any and all liability, personal injuries, property damage, claims, causes of action, damages, losses, and other obligations to the extent caused by the acts or omissions of the Park District, or its officers, officials, employees, agents, attorneys, representatives, or contractors.

D. Workers' Compensation. Notwithstanding any provision of this Agreement to the contrary, each Party to this Agreement shall be responsible for worker's compensation claims made by its employees. Accordingly, all worker's compensation claims made by a Party's employee shall be charged solely and exclusively to that Party's respective insurer.

F. Loaned Equipment Claims.

1. Insurance. In the event of any claim, cause of action, suit or demand, with the exception of workers' compensation claims, arising out of the operation of Loaned Equipment pursuant to Section 8 of this Agreement, whether or not performed by the borrowing Party, or its contractors, agents and/or employees, any and all costs and expenses, including all attorney's fees and court costs incurred in defending any claim, cause of action, suit or demand shall be charged solely to the borrowing Party's insurance coverage, not to the lending Party's coverage. Should such claim, cause of action, suit or demand fall outside the scope of the coverage provided, any and all costs and expenses related to such claim, cause of action, suit or demand shall be the sole and exclusive responsibility of the borrowing Party.

2. Indemnification. With respect to the borrowing of Loaned Equipment as provided in this Agreement, the borrowing Party agrees to indemnify, release and hold the owner/lending Party harmless from any and all liability, causes of action, suits, damages or demands of whatsoever nature arising out of the conduct of the borrowing Party, its contractors, agents and/or employees (whether or not authorized) while they are using the Loaned Equipment. The borrowing Party further agrees to reimburse the owner/Lending Party, its officers, agents, employees and servants, for any and all attorney's fees and court costs incurred by any of such parties in defending any claim, cause of action, suit or demand for which indemnification has been agreed. The costs and expenses, including attorney's fees and court costs incurred in defending any claim, cause of action, suit or demand, for which indemnification has been agreed, will be solely and exclusively charged to the borrowing Party's coverage.

3. Release. Any Party borrowing Loaned Equipment, as provided for under this Agreement, hereby waives, releases, and discharges its rights of recovery against such owner/lending Party, by subrogation or otherwise, for any loss and damage arising out of the operation or use of such Loaned Equipment.

**APPENDIX III: DISPUTE RESOLUTION**

- A. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If either Party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party written notice, delivered as provided in Section 16 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein.
  
- B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 12, the Park District and the Village shall continue to fulfill the terms of this Agreement to the fullest extent possible. The Village shall continue to provide Administrative Services and Special Services, and the use of Village property to the Park District as provided by this Agreement. The Park District shall continue to provide all Park District Services and make all payments to the Village for Administrative Services and the use of Park District property as provided by this Agreement, including all payments about which the Park District has or may have a dispute.
  
- C. Remedies. Provided the Parties have met their obligations under Section 12.A, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Section 12.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

#### APPENDIX IV: TERM AND TERMINATION

- A. Initial Term and Renewal Terms. The Initial Term of this Agreement shall be for a period commencing on March 19, 2019 through March 19, 2024. Thereafter, this Agreement shall renew for successive terms of five (5) years each upon the mutual written agreement of both parties, unless otherwise terminated as provided in this Agreement.
- B. Termination. This Agreement may be terminated pursuant to one of the following procedures:
1. By written amendment to this Agreement duly authorized by the appropriate legislative action of both of the Parties; or
  2. By written notice served by the party desiring to terminate this Agreement upon the other Party, specifically stating that the Party sending the notice is exercising its right to terminate this Agreement. Such a notice shall be effective only at the end of the Initial Term or any Renewal Term and only if served upon the other Party not less than twelve (12) months prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable.

#### Procedures in the Event of Termination.

- A. Agreement to Meet and Confer. In the event either Party provides written notice as set forth above, each Party agrees to: (i) appoint, delegate and authorize one member of its Corporate Authorities to meet and confer with the appointed, delegated and authorized member of the Corporate Authorities of the other Party promptly thereafter to discuss the reasons for the termination notice and whether there are circumstances under which the Parties might mutually agree to continue their cooperative relationship under this Agreement, and (ii) require their designee to faithfully report the nature of such discussions to their respective Corporate Authorities. The Parties agree to use their best efforts and to work in good faith through this meeting process to resolve all issues precipitating the notice of termination. These efforts shall continue for a period of not less than three months following the notice ("**Meet and Confer Period**").
- B. Disposition of Property. In the event this Agreement is terminated without renewal, the Parties' ownership of, and the procedure for disposition of jointly owned property shall be as follows:
1. For the purposes of appraisal and disposition under this Section, each piece of Equipment and Vehicle shall include all equipment and tools typically carried on that classification of Equipment or Vehicle.
  2. For each piece of Equipment and each Vehicle, the fair market value will be determined by an appraiser mutually selected by the Parties hereto, or if they cannot agree, then by a panel of three (3) appraisers, one selected by the Village, one selected by the Park District, and the third appraiser selected by the first two appraisers. The cost of the services of all such appraisers shall be divided equally between the Parties.
  3. A list of the jointly owned Equipment and Vehicles shall be compiled. The Parties shall, on an alternating basis, select from the list a piece of Equipment or Vehicle which the party wants to retain, until the list is exhausted and no jointly owned Equipment or Vehicles remain. Lots shall be drawn to determine which Party makes the first selection. The Corporate

Authorities of each Party shall designate those persons authorized to make selections on that Party's behalf. For each item selected, the selecting Party shall pay to the non-selecting party the percentage allocation (of the original purchase price share of the non-selecting party) of the appraised fair market value of the piece of Equipment or Vehicles selected.

4. If any portion of the ownership interest Equipment or Vehicle is titled to the non-retaining Party, such Party shall execute such title documents as are necessary to transfer its interest in Equipment or Staff Vehicle to the retaining Party upon receipt of proper payment for the item.

**EXHIBIT A: VILLAGE PROPERTY AND PARK SPACES**

**(TO BE ADDED)**



**EXHIBIT B: SCHEDULE 1 – PARK DISTRICT SERVICES**

- Village Hall: 419 Richmond Rd.
  - Cut Grass
  - Edge sidewalks
  - Trim bushes as needed
  - Plant flowers as needed
  - Water plants & flowers as needed
  - Weed control as needed
  - Mulch
  - Fertilize turf
  - Spring and fall cleanup
  - Clean commuter parking lot as requested or as needed
  - Litter removal as needed
  - Turf pest control as needed
  - Install memorial plaques (as requested)
  - Dirt and grass seed as needed
  
- Water Tower Park
  - Cut grass
  - Edge sidewalks
  - Trim bushes as needed
  - Water plants and flowers as needed
  - Fertilize turf
  - Weed control as needed
  - Mulch
  - Pest control as needed
  - Spring & fall cleanup
  - Dirt and grass seed as needed
  - Pick up litter as needed
  
- Mahoney East Park
  - Cut grass
  - Edge sidewalks
  - Trim bushes as needed
  - Water plants and flowers as needed
  - Fertilize turf
  - Weed control as needed
  - Mulch
  - Pest control as needed
  - Spring & fall cleanup
  - Dirt and grass seed as needed
  - Pick up litter as needed
  - Maintain Benches as needed
  - Weekly Weeding (with Garden Club)
  - Maintain Walking Paths
  - Maintain temporary fencing as needed
  
- Mahoney West
  - Cut grass
  - Edge sidewalks
  - Trim bushes as needed
  - Water plants and flowers as needed

- Fertilize turf
- Weed control as needed
- Mulch
- Pest control as needed
- Spring & fall cleanup
- Dirt and grass seed as needed
- Pick up litter as needed
- Maintain Benches as needed
- Weekly Weeding (with Garden Club)
- Maintain Walking Paths
- Maintain temporary fencing as needed
- Maintain birdbath
- Park Drive
  - Cut grass
  - Edge sidewalks
  - Trim bushes as needed
  - Water plants and flowers as needed
  - Fertilize turf
  - Weed control as needed
  - Mulch
  - Pest control as needed
  - Spring & fall cleanup
  - Dirt and grass seed as needed
  - Pick up litter as needed
- Green Bay Road
  - Cut grass
  - Edge sidewalks
  - Trim bushes as needed
  - Water plants and flowers as needed
  - Fertilize turf
  - Weed control as needed
  - Mulch
  - Pest control as needed
  - Spring & fall cleanup
  - Dirt and grass seed as needed
  - Pick up litter as needed
- 8 Traffic Islands
  - Cut grass
  - Edge sidewalks
  - Trim bushes as needed
  - Water plants and flowers as needed
  - Fertilize turf
  - Weed control as needed
  - Mulch
  - Pest control as needed
  - Spring & fall cleanup
  - Dirt and grass seed as needed
  - Pick up litter as needed
- Kenilworth & Sheridan Urns
  - Plant Flowers
  - Water Flowers
  - Weed Control
  - Trimming

- Greenbay Road Parking Lots
  - Cut grass
  - Edge sidewalks
  - Trim bushes as needed
  - Water plants and flowers as needed
  - Fertilize turf
  - Weed control as needed
  - Mulch
  - Pest control as needed
  - Spring & fall cleanup
  - Dirt and grass seed as needed
  - Pick up litter as needed
- Robsart & 10<sup>th</sup>
  - Cut grass
  - Edge sidewalks
  - Trim bushes as needed
  - Water plants and flowers as needed
  - Fertilize turf
  - Weed control as needed
  - Mulch
  - Pest control as needed
  - Spring & fall cleanup
  - Dirt and grass seed as needed
  - Pick up litter as needed
- Public Works Facility
  - Cut grass
  - Edge sidewalks
  - Trim bushes as needed
  - Water plants and flowers as needed
  - Fertilize turf
  - Weed control as needed
  - Mulch
  - Spring & fall cleanup
  - Dirt and grass seed as needed
  - Clean inside of Building (Assigned Areas)
  - Pick up litter as needed
- Train Station
  - Plant Flowers in station boxes
  - Plant Flowers in around Fountain located at the intersection of Kenilworth Ave. and Richmond Rd.
  - Water Flowers
  - Weed Control
  - Maintain Boy Scout Nursery on Richmond Rd. (Section North of Train Station)
    - Cut grass
    - Edge sidewalks
    - Trim bushes as needed
    - Fertilize turf
    - Weed control as needed
    - Mulch
    - Pest control as needed
    - Spring & fall cleanup
    - Dirt and grass seed as needed

- West End of Tunnel/Underpass
  - Leaf Removal
  - Weed Control
  - Pick up litter as needed

**EXHIBIT C: DIAGRAM OF DISTRICT AREA AT PUBLIC WORKS & TERMS OF USE  
(DIAGRAM TO BE ADDED)**

1. Use. The Facility shall be used and occupied only for operations of the Kenilworth Park District except that no such use shall (a) violate any certificate of occupancy or law, ordinance or other governmental regulation in effect from time to time affecting the Facility or the use thereof, (b) cause injury to the improvements, (c) cause the value or usefulness of the Facility or any part thereof to diminish, (d) constitute a public or private nuisance or waste, (e) authorize the Park District to use, treat, store or dispose of hazardous or toxic materials on the real estate, or (f) render the insurance on the Facility void or the insurance risk more hazardous. The Park District shall not use or occupy the Facility contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto.

2. Fire Protection. The Park District shall conform with all applicable fire codes of any governmental authority, and with the rules and regulations of Village's fire underwriters and their fire protection engineers, including, without limitation, the installation of adequate fire extinguishers.

3. Alterations. The Park District shall not create any openings in the roof or exterior walls, or make any other alterations, improvements and additions ("Alterations") to the Facility without Village's prior written consent, which consent Village may, in its discretion, withhold.

4. Environmental Conditions.

A. "Environmental Conditions" Defined. As used in this Agreement, the phrase "Environmental Condition" shall mean: (a) any adverse condition relating to surface water, ground water, drinking water supply, land, surface or subsurface strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light and odors, or (b) any condition which may result in a claim of liability under the Comprehensive Environment Response Compensation and Liability Act, as amended ("CERCLA"), or the Resource Conservation and Recovery Act ("RCRA"), or any claim of violation of the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act ("TSCA"), or any claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment or with the health and safety of employees or members of the general public, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter promulgated by the state in which the Facility is located, or any political subdivision thereof, relating to such matters (collectively "Environmental Laws").

B. Compliance By Tenant. The Park District shall, at all times during the Agreement Term, comply with all Environmental Laws applicable to the Facility and shall not, in the use and occupancy of the Facility, cause or contribute to, or permit or suffer any party claiming by, through or under the Park District, to cause or contribute to any Environmental Condition. Without limiting the generality of the foregoing, the Park District shall not, without the prior written consent of the Village, receive, keep, maintain or use on or about the Facility any substance as to which a filing with a local emergency planning committee, the State Emergency Response Commission or the fire department having jurisdiction over the Facility is required pursuant to §311 and/or §312 of CERCLA, as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA") (which latter

Act includes the Emergency Planning and Community Right-To-Know Act of 1986); in the event the Park District makes a filing pursuant to

SARA, or maintains substances as to which a filing would be required, the Park District shall simultaneously deliver copies thereof to the Village or notify the Village in writing of the presence of those substances.

C. Environmental Indemnify. The Park District will protect, indemnify and save harmless the Village, and all of its agents, trustees, officers and employees, from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) of whatever kind or nature, contingent or otherwise, known or unknown, incurred or imposed, based upon any Environmental Laws or resulting from any Environmental Condition which is caused or contributed to by the use or occupancy of the Facility by the Park District or any party claiming by, through or under the Park District. In case any action, suit or proceeding is brought against any of the parties indemnified herein by reason of any occurrence described in this Section 4.C, the Park District will, at the Park District's expense, by counsel approved by the Village, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended. The obligations of the Park District under this Section 4.C shall survive the expiration or earlier termination of this Lease.

D. Testing and Remedial Work. The Village may conduct tests in or about the Facility for the purpose of determining the presence of any Environmental Condition. If such tests indicate the presence of an Environmental Condition caused or contributed to by the use or occupancy of the Facility by the Park District or any party claiming by, through or under the Park District, the Park District shall, in addition to its other obligations hereunder, reimburse the Village for the cost of conducting such tests. Without limiting the Park District's liability under Section 4.C hereof, in the event of any such Environmental Condition, the Park District shall promptly and at its sole cost and expense, take any and all steps necessary to remedy the same, complying with all provisions of applicable law and with Section 3 hereof, or shall, at the Village's election, reimburse the Village for the cost to the Village of remedying the same. The reimbursement shall be paid by the Park District to the Village in advance of the Village's performing such work based upon the Village's reasonable estimate of the cost thereof, and upon completion of such work by the Village, the Park District shall pay to the Village any shortfall promptly after the Village bills the Park District therefor, or the Village shall promptly refund to the Park District any excess deposit, as the case may be.



## Request for Board Action

**Agenda Item:** V.B.5

**Considered By:**

**Date:**

Village Board

02/18/25

**Staff Contact:** Heather McFarland, Administration

Village Board

01/21/25

Committee of the Whole

08/21/24

**Subject:** Approval of a Resolution Waiving Competitive Bidding Requirements and Approving a Contract with Teska Associates, Inc. for the Zoning Code Update Project in the Amount Not to Exceed of \$87,000

**Summary:** At the January 21, 2025, meeting, the Village Board provided consensus on goals to guide a future zoning code update. Teska Associates has since provided a proposal to complete the work with these goals in mind. It is recommended that the Village Board waive competitive bidding requirements and approve the proposal.

**Background of Matter:** A comprehensive update to the Zoning Code was identified as a Village Board goal for both the 2024 and 2025 fiscal years. To date, the Village's planning consultant, Teska Associates, has completed an audit of the Zoning Code and worked with an ad hoc workgroup to identify project framing elements. With these steps completed, Teska Associates has now submitted a proposal to draft updates to the Code.

Teska's proposal includes several notable components to carry the project to completion:

- **Code Update:** Draft an update of the Zoning Code in consultation with staff and the Village Attorney. If necessary, staff may consult with an architect to provide insight on potential design impacts from the updated language. The update will touch all sections of the Zoning Code and the Business District Design Guidelines.
- **Commission Review:** Once the draft language has been reviewed internally, the ad hoc Zoning Code Update Workgroup will meet to review the changes in sections. Up to eight meetings have been anticipated in the proposal. In addition, to codify the changes, a public hearing by the Plan Commission and review by the Village Board will be required. The proposal anticipates up to three meetings for the former and two for the latter.
- **Public Engagement:** The proposal considers several avenues for public input through surveys, mailed newsletters, web-based content, and workshops.

To complete the work, Teska proposes a not-to-exceed amount of \$87,000. The approved 2025 Budget projected \$82,500 for Teska's work to update the Zoning Code. To account for enhanced public engagement throughout the project, additional meetings and surveys were incorporated into the scope of work at staff's request. This added scope of work resulted in an increased proposal amount. Should the additional services not be needed, the invoiced amount will decrease accordingly.

Teska has been serving as the Village's planner consistently since January 2024. In light of their familiarity with the Code, prior involvement with this project, and quality of work, it is

recommended that competitive bidding requirements be waived and the contract approved. Teska's proposal and contract are included in the packet for the Village Board's review.

**Financial Impact:** The proposed work would be billed hourly at a not-to-exceed amount of \$87,000. The 2025 Budget included \$82,500 for Teska's work, which is \$4,500 less than the proposal amount.

Legal review fees will be billed separately and have been included in the 2025 Budget.

**Recommendation:** It is recommended that the Village Board waive competitive bidding requirements and award a contract for the Zoning Code Update Project to Teska Associates in the amount not to exceed of \$87,000.

**Attachments:**

- Proposed Resolution
- Proposed Contract and Scope of Work

**VILLAGE OF KENILWORTH  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND  
APPROVING A CONTRACT WITH TESKA ASSOCIATES, INC. FOR THE  
ZONING CODE UPDATE PROJECT IN THE AMOUNT NOT TO EXCEED OF \$87,000**

**WHEREAS**, the Village of Kenilworth (“Village”) has identified the need to comprehensively review and update the Village Zoning Code (collectively, the “Work”); and

**WHEREAS**, the Illinois Municipal Code (65 ILCS 5/2-2-12) and other applicable law authorizes the Village to enter into agreements and to take other acts necessary to exercise its statutory powers; and

**WHEREAS**, the Village solicited a written proposal from Teska Associates, Inc. (“Consultant”) for the issuance of a contract to complete the Work (“Contract”); and

**WHEREAS**, upon reviewing the Consultant’s proposal, the Village has determined that Teska Associates is the most qualified proposer for the Contract, based upon experience and references; and

**WHEREAS**, the Village desires to enter into the Contract with Consultant, in the not to exceed amount of \$87,000; and

**WHEREAS**, pursuant to Section 1 General Provisions of the Kenilworth Purchasing Manual, provides an exception to the Formal Bidding process when professional services are sought.

**WHEREAS**, pursuant to Section 8 General Provisions of the Kenilworth Purchasing Policy, professional services shall be solicited through a Request for Proposals (RFP) and Qualification Based Selection Procedures

**WHEREAS**, the Village President and Board of Trustees have determined that it is appropriate to waive Request for Proposal for the performance of the Work and the execution of the Contract based on the Consultant’s prior work with the Village including the zoning code audit conducted in 2024; and

**WHEREAS**, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to approve the Contract with Consultant in the not to exceed amount of \$87,000;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

**Section 1. Recitals.** The foregoing recitals and all exhibits attached to this Resolution are incorporated into and made a part of this Resolution by this reference.

**Section 2. Waiver of Competitive Bidding Requirements.** The advertising and bidding requirements for the performance of the Work and for the execution of the Contract are hereby waived in accordance with Section 31.45(C)(6) of the Village Code.

**Section 3. Approval of Contract.** The Village President and Board of Trustees hereby approve the Contract with Consultant for the performance of the Work, in the not to exceed amount of \$87,000, in substantially the form attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

**Section 4. Execution of Contract.** The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract. The Village Manager is authorized to take all actions necessary to enforce the Contract's terms.

**Section 5. Effective Date.** This Resolution will be in full force and effect upon its passage, by a vote of two-thirds of the Board of Trustees, and approval in the manner provided by law.

Passed this \_\_\_ day of February, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_ day of February, 2025.

---

Cecily Kaz  
Village President

Attest:

---

Michael Gagnon  
Village Clerk

**EXHIBIT A**  
**CONTRACT**  
[attached]

**VILLAGE OF KENILWORTH  
PROFESSIONAL SERVICES  
AGREEMENT FOR  
ZONING CODE UPDATE**

**THIS AGREEMENT** is dated as of the \_\_\_ day of February, 2025 ("**Agreement**") and is by and between the **VILLAGE OF KENILWORTH**, an Illinois municipal corporation ("**Village**") and the Consultant identified in Subsection 1A below.

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

**SECTION 1. CONSULTANT.**

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

Teska Associates, Inc. ("Consultant")  
627 Grove Street  
Evanston, Illinois 60201  
Telephone: (847) 869-2015

**B. Project Description.** The Consultant will provide services to update the Village's Zoning Code as further described in Exhibit A ("**Work**").

**C. Representations of Consultant.** The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit A to this Agreement ("**Services**"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**D. Agreement Amount.** The total amount billed by the Consultant for the Services under this Agreement shall not exceed **\$87,000**, as outlined in Exhibit B, inclusive of reimbursable expenses, unless authorized in writing by the Village Manager or amended pursuant to Subsection 8A of this Agreement.

**SECTION 2. SCOPE OF SERVICES.**

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

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

**C. Commencement: Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties. The Consultant shall diligently and continuously prosecute the Services until the completion of the Work, but in no event later than 10 days after the date of the execution of this Agreement.

**D. Reporting.** The Consultant shall regularly report to the Village Manager 125

his designee, regarding the progress of the Services during the term of this Agreement.

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

**A. Agreement Amount.** The total amount billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village. All reimbursable expenses should be incorporated in the proposed project cost. If the services of an outside consultant or professional are recommended/needed, those costs shall be listed separately from the Agreement Amount.

**B. Compensation Basis.** The Consultant shall be reimbursed for services performed based upon the number of hours worked multiplied by the agreed upon rate of pay for the job title of the person performing the service inclusive of reimbursable expenses up to the Agreement Amount.

**C. Invoices and Payment.** The Consultant shall be paid as provided in Exhibit B. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Consultant the amount billed within 50 days after its receipt and approval of such an invoice.

**D. Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

**E. Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

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

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

### **SECTION 4. PERSONNEL: SUBCONTRACTORS.**

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

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

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

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

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

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

**B. No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential

Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

#### **SECTION 6. WARRANTY: INDEMNIFICATION: INSURANCE.**

**A. Warranty of Services.** The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

**B. Indemnification.** The Consultant agrees to indemnify, save harmless the Village against all damages, liability, claims, losses, and expenses (including reasonable attorneys' fee) to the extent caused by the Consultant's negligent performance of the Services or any negligent failure to meet the representations and certifications set forth in this Agreement.

**C. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement. For good cause shown, the Village Manager may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.

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

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

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

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no 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.

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

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

**E. Patriot Act Compliance.** The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its 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. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, 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 representations and warranties in this subsection.

**F. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit C.

**G. Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall commence on February 19, 2025 and shall continue through December 31, 2025, unless terminated pursuant to the terms of this Agreement. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.

**H. Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits,

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

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

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

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

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

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

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

K. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

**L. Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village.

**M. News Releases, Marketing and Public Statements.** The Consultant shall not issue any news releases, utilize the Services provided in any marketing material or make other public statements regarding the Services without prior written approval from the Village Manager.

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

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

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

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

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

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

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

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

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

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

## **SECTION 8. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

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

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

**D. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Kenilworth  
419 Richmond Road  
Kenilworth, Illinois 60043  
Attention: Village Manager  
E-mail: [pbrennan@vok.org](mailto:pbrennan@vok.org)

With a copy to:  
Ancel Glink, P.C.  
140 South Dearborn St. 6<sup>th</sup> Flr.  
Attention: Kenilworth Counsel  
Email: [gjones@ancelglink.com](mailto:gjones@ancelglink.com)

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

Teska Associates, Inc. ("Consultant")  
627 Grove Street  
Evanston, Illinois 60201  
Telephone: (847) 869-2015

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

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

**G. Time.** Time is of the essence in the performance of this Agreement.

**H. Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**I. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

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

**K. Exhibit.** Exhibits A, B, and C are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit A and the text of this Agreement, the text of this Agreement shall control.

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

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

***[SIGNATURES FOLLOW ON NEXT PAGE]***

ATTEST:

**VILLAGE OF KENILWORTH**

By: \_\_\_\_\_  
Heather McFarland  
Assistant to the Village Manager

By: \_\_\_\_\_  
Katarzyna Thake  
Village Manager

ATTEST:

**CONSULTANT**

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

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

DRAFT

**EXHIBIT A**

**Scope of Services**

DRAFT

**EXHIBIT B**

**AGREEMENT AMOUNT**

**Cost / Schedule:**

We propose to conduct the scope of work outlined here for a not to exceed cost of \$87,000. Work will be invoiced monthly based on hours of work performed at the hourly rates below, plus any direct expenses. NOTE: Approximately \$6,000 to \$6,500 of the overall project budget is anticipated to be associated with developing and drafting the design guidelines section of the updated ordinance.

Depending on the scheduling of meetings, the update is projected to be complete by the end of 2025.

Based on estimated hours to complete the Tasks described in the Scope of services and the hourly rates, we estimate the cost for each Task of the update to be around:

Task 1: Review Update Needs	\$1,000
Task 2: Public Engagement	\$14,000
Task 3: Draft Ordinance Update	\$65,000
<u>Task 4: Adoption</u>	<u>\$7,000</u>
Total:	\$87,000

**Kenilworth Zoning Update – Teska Hourly Rates:**

Michael Blue:	\$175/hour
Carol Brobeck:	\$130/hour
Other Associates:	\$120/hour
Other Principals:	\$145/hour to 175/hour



**EXHIBIT C**  
**INSURANCE COVERAGES**

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:  
\$500,000 injury-per occurrence  
\$500,000 disease-per employee  
\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of Kenilworth, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____

## Memorandum

**To:** Heather McFarland, Assistant to the Village Manager, Village of Kenilworth  
**From:** Michael Blue, FAICP, Vice President of Planning, Teska Associates, Inc.  
**Date:** February 10, 2025  
**RE:** **Kenilworth Zoning Update –Work Program and Proposal**

Having completed the Zoning Audit process, we are pleased to provide the Village with this proposal to work with you on updating the Village of Kenilworth Zoning Ordinance. The project would be conducted in keeping with the work program outlined below.

### **Task 1: Review Zoning Assessment and Update Needs**

As a first step to the update, the consultant will meet with Village Staff to review how approaches to policy issues raised during the zoning audit and workshops with Village officials will be incorporated into the update process. A preliminary project schedule will be discussed, particularly the timing of public engagement steps. The structure (table of contents) of the updated ordinance will be reviewed and the order in which ordinance sections are to be prepared will also be outlined. To that point, we recommend that the update begin with the administrative and district standards, as those are the most complex and inform policy direction for other ordinance sections.

### **Task 2: Public Engagement**

Public involvement will be incorporated into the update as described here:

- ***Village Website and Outreach:*** The Village’s website will be used as a platform to post information about the update and invite public comments. Project related content for the website will be provided by the consultant and may include periodic project info sheets, informational pages about zoning concepts to be applied in the update, notes of how the code is being revised, and the draft code when it is completed.
- ***Public Open Houses:*** Up to two open houses will be conducted as part of the zoning update. An initial open house could be held at the start of the process to invite community feedback to zoning and development issues. A second open house could be held once the full text of the update is completed to share key policy and regulatory directions of the update. The consultant would prepare informational displays and public comment tools for each open house, which can be held at the Village Hall or other location as determined by the Village.

- **Survey:** To invite further community participation in the process, up to 2 community surveys would be conducted. The consultant will prepare and host the community survey(s) online, asking questions to draw further insight into the zoning policy questions raised in the Zoning Audit and other issues that may arise during the update process. The Village will promote the survey(s) through its web based and mailed community outreach tools; Teska will provide content for these outreach efforts.
- **Newsletter Mailings:** The consultant will prepare up to two brief newsletter mailings as part of the zoning update process. An initial newsletter could be conducted early in the process to raise awareness about the zoning update, provide background information on the role of zoning, and invite participation through the survey and website. A second mailing could summarize key recommendations in the update. Mailing of the information will be managed by the Village and may include physical mailing of a flyer, or notice to the community by postcard of information available online. Content and layout of the mailing would be provided by the consultant.
- **Workgroup:** The Workgroup that facilitated the Zoning Audit process is anticipated to remain involved in the Update. They will be asked to review and provide recommendations on the draft code. The group will be asked to meet up to eight times over the update process to review draft sections of the update (as outlined in Task 3), and then to review the full code once completed.

### **Task 3: Draft Ordinance Update**

The consultant will prepare a draft updated zoning ordinance for the Village of Kenilworth. The update will be prepared one section at a time, with each draft section shared with Village staff for review and comment. Each will be provided with a memorandum describing the main changes and the intent of changes from the current ordinance. Staff review will include review by the Village Attorney, who will be asked to specifically address any concerns regarding legal or procedure elements of the update (as well as any other substantive comments). The consultant, Village staff and Village Attorney, will meet to discuss each draft section, which will then be revised per the discussions.

The Village will identify a small number of volunteer architects, serving on Village Commissions or otherwise available, to review section of the draft ordinance update related to bulk and design standards regulating the bulk and appearance of new or substantially renovated structures subject to standards of the zoning ordinance. These designers may also be asked to provide insights on how potential new standards might be interpreted and applied by those submitting architectural plans.

The update will include regulations covered in the current ordinance, address points raised in the Zoning Audit, and be structured around the numbering convention of the Village code. Sections of the current ordinance will be organized into a more modern and conventional outline, akin to that noted below:

- Section 1 Title, Intent and Purpose
- Section 2 Definitions
- Section 3 General Provisions
- Section 4 Zoning Districts and Zoning District Map
- Section 5 Residential Districts
- Section 6 Business Districts

- Section 7 Special Districts
- Section 8 Off Street Parking and Loading
- Section 9 Design Guidelines
- Section 10 Signs
- Section 11 Nonconforming Buildings, Structures and Uses
- Section 12 Administration and Enforcement
- Section 13 Planned Unit Developments
- Section 14 Violations & Penalties

Over the course of the update process, related groups of sections for which staff review has been completed (with summary memorandums) will be considered by the Workgroup. This process will be conducted with the committee over up to eight (8) workshop meetings to facilitate a thorough discussion. Once the full draft zoning ordinance is compiled, it will be provided to the Workgroup for their final review and comment and one meeting.

We will work with Village staff to define logical groups of drafted sections to be reviewed by the Workgroup at its workshops. Suggested groupings are listed below, with the anticipation that the first two groupings may each require two meetings.

- Review Grouping 1: Administration and Enforcement  
Planned Unit Developments
- Review Grouping 2: Zoning Districts and Zoning District Map  
Residential, Business, and Special Districts
- Review Grouping 3: General Provisions
- Review Grouping 4: Design Guidelines
- Review Grouping 5: Off Street Parking and Loading  
Signs  
Nonconforming Buildings, Structures and Uses
- Review Grouping 6: Definitions  
Title, Intent and Purpose  
Violations & Penalties

**Task 4: Adoption**

The draft ordinance update, review memos, and other appropriate background information that was prepared will be provided to the Village for posting on its website for community review in advance of the second open house. Feedback from the website and open house will be summarized and provided to the Plan Commission for the public hearing. The consultant will present the draft ordinance at the public hearing, attending up to three meetings with the Plan Commission.

The consultant will present the final draft of the zoning to the Village Board for adoption, attending up to two meetings with the Council.

**Cost / Schedule:**

We propose to conduct the scope of work outlined here for a not to exceed cost of \$87,000. Work will be invoiced monthly based on hours of work performed at the hourly rates below, plus any direct expenses. NOTE: Approximately \$6,000 to \$6,500 of the overall project budget is anticipated to be associated with developing and drafting the design guidelines section of the updated ordinance.

Depending on the scheduling of meetings, the update is projected to be complete by the end of 2025.

Based on estimated hours to complete the Tasks described in the Scope of services and the hourly rates, we estimate the cost for each Task of the update to be around:

Task 1: Review Update Needs	\$1,000
Task 2: Public Engagement	\$14,000
Task 3: Draft Ordinance Update	\$65,000
Task 4: Adoption	\$7,000
Total:	\$87,000

Kenilworth Zoning Update – Teska Hourly Rates:

Michael Blue:	\$175/hour
Carol Brobeck:	\$130/hour
Other Associates:	\$120/hour
Other Principals:	\$145/hour to 175/hour



## Request for Board Action

**Agenda Item:** V.B.6

**Considered By:**  
Village Board

**Date:**  
02/18/25

**Staff Contact:** Heather McFarland, Administration

**Subject:** Approval of a Resolution Approving a Façade Improvement Grant Agreement with JECS Properties, LLC Concerning 636 Green Bay Road

**Summary:** A Façade Improvement Grant application was submitted by JECS Properties for reimbursement of public facing improvements at 636 Green Bay Road in the amount of \$15,000. The proposed improvements are eligible under program guidelines and have been approved via a Certificate of Appropriateness by the Architectural Review Commission. It is recommended that the Village Board award grant funding to the applicant following the completion of work in the amount of \$15,000.

**Background of Matter:** JECS Properties submitted a Façade Improvement Grant application to the Village late last year related to public facing improvements at 636 Green Bay Road. The improvements listed in their request include foundation and masonry work, windows, a revolving door, signage, awning and streetscape improvements. Renovations are being made to update the former garage building into a future luxury day spa. Eligible grant improvements are estimated to cost the owner \$318,481.

A Certificate of Appropriateness was approved for the improvements by the Architectural Review Commission (ARC) on July 17, 2024. Subsequently, JECS Properties received a building permit in September 2024 and began construction. The Façade Improvement Grant program stipulates that funding requests be received and approved prior to work commencing at the site. Outstanding eligible work as part of JECS's approved project totals \$87,975.94. The Façade Improvement Grant reimburses 50% of the cost of improvements up to a maximum of \$15,000. Given the cost of the remaining work, the applicant would be eligible for the maximum funding amount.

An internal group comprised of the Village Manager, Planner, and Assistant to the Village Manager reviewed JECS's request and found that it meets Program criteria. The improvements undertaken by JECS add a new functional space to the Business District with a fresh exterior, which will result in an enhanced streetscape. Renderings of the improvements approved by the ARC are included in the application.

Village staff recommend the Village Board approve a Façade Improvement Grant Agreement for eligible improvement with JECS Properties.

**Financial Impact:** TIF Funds were allocated for the Façade Improvement Grant in the FY 2025 Budget. Adequate funding exists to reimburse the applicant up to \$15,000 for their work.

**Recommendation:** It is recommended that the Village Board approved the Façade Improvement Grant Agreement with JECS Properties, LLC concerning 636 Green Bay Road.

**Attachments:**

- Proposed Resolution
- Façade Grant Agreement
- Façade Grant Application

**VILLAGE OF KENILWORTH  
RESOLUTION NO. 2025-\_\_**

**A RESOLUTION APPROVING A FAÇADE IMPROVEMENT GRANT AGREEMENT WITH  
JECS PROPERTIES, LLC CONCERNING 636 GREEN BAY ROAD**

**WHEREAS**, the Village of Kenilworth (“*Village*”) is an Illinois municipal corporation organized and operating in accordance with the Illinois Municipal Code (65 ILCS 5/1, *et seq.*) (“*Code*”) and the Constitution of the State of Illinois; and

**WHEREAS**, on or about July 15, 2019, the Village Board passed certain ordinances pursuant to the Tax Increment Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (“*TIF Act*”) establishing the Green Bay Road Redevelopment Project Area (“*TIF District*”); and

**WHEREAS**, on or about August 19, 2024, the Village Board passed an ordinance establishing the Kenilworth Façade Improvement Grant Program (“*Façade Program*”), adopting rules and regulations related thereto, and designating TIF District revenue as the Façade Program’s funding source; and

**WHEREAS**, JECS Properties, LLC (“*Applicant*”), an Illinois limited liability company, owns the property commonly known as 636 Green Bay Road (“*Property*”); and

**WHEREAS**, the Property is located in the TIF District, and the Applicant submitted to the Village an application seeking Façade Program funding for certain improvements the Applicant wishes to make to the Property; and

**WHEREAS**, the TIF Act (65 ILCS 5/11-74.4-3(q)(3)), the Code (65 ILCS 5/8-1-2.5), and other applicable law authorize the Village to use TIF District revenue to fund the rehabilitation, reconstruction, repair, and remodeling of privately-owned buildings; and

**WHEREAS**, the Village wishes to approve the Façade Improvement Grant Agreement attached as Exhibit 1 (“*Agreement*”) to establish the terms and conditions of the Façade Program funding the Village will provide to the Applicant;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

**Section 1.**     **Recitals and Exhibits.** The foregoing recitals and all exhibits attached to this Resolution are incorporated as though fully set forth in this Section.

**Section 2.**     **Agreement Approved.** The Agreement attached as Exhibit 1 is approved, subject to Village Attorney review, and the Village President and Village Clerk are authorized and directed to execute the Agreement on the Village’s behalf.

**Section 4.**     **Authority.** The Village Manager is authorized and directed to take all steps necessary to implement and enforce the Agreement’s terms.

**Section 5.**     **Conflict.** In the event a conflict exists between this Resolution’s terms and the terms of any other Village ordinance or resolution, the terms of this Resolution shall control.

**Section 6.**     **Severability.** If any part, subsection, or clause of this Resolution is deemed unconstitutional, invalid, or otherwise unenforceable by a court of competent jurisdiction, the remaining

parts, subsections, and clauses not affected thereby shall remain fully valid and enforceable to the fullest extent permitted by law.

**Section 7.** **Effective Date.** This Resolution shall take effect immediately upon its passage and approval as provided by law.

Passed this \_\_\_ day February, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_ day of February, 2025.

---

Cecily Kaz  
Village President

---

Michael Gagnon  
Village Clerk

Exhibit 1

**Façade Improvement Grant Agreement with JECS Properties, LLC  
Concerning 636 Green Bay Road, Kenilworth, Illinois**

[attached]

**THIS DOCUMENT  
PREPARED BY AND  
AFTER RECORDING  
RETURN TO:**

Village of Kenilworth  
Attn: Village Manager  
419 Richmond Road  
Kenilworth, IL 60043

---

Above space reserved for recorder's use

**FAÇADE IMPROVEMENT GRANT AGREEMENT**

**BY AND BETWEEN**

**THE VILLAGE OF KENILWORTH**

**AND**

**JECS PROPERTIES, LLC**

**(636 Green Bay Road, Kenilworth, Illinois)**

## FAÇADE IMPROVEMENT GRANT AGREEMENT

**THIS FAÇADE IMPROVEMENT GRANT AGREEMENT** ("**Agreement**"), is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025 ("**Effective Date**"), and is by and between the **VILLAGE OF KENILWORTH**, an Illinois municipal corporation with offices located at 419 Richmond Road, Kenilworth, Illinois ("**Village**") and **JECS Properties, LLC**, an Illinois limited liability company with offices located at 1231 Linden Ln., Glenview, IL 60025 ("**Recipient**") (the Village and Recipient are collectively referred to as "**Parties**" and sometimes individually as a "**Party**").

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

### **SECTION 1. RECITALS.**

A. The Recipient holds legal title to the property commonly known as 636 Green Bay Rd., Kenilworth, Illinois, legally described in Exhibit A ("**Property**").

B. The Recipient is renovating the Property with the intention of operating a day spa business ("**Business**") beginning in 2025.

C. On or about August 19, 2024, the Village approved Ordinance No. \_\_\_\_ establishing the Kenilworth Façade Improvement Grant Program ("**Program**") allowing property owners and tenants to apply for and receive grant funds for certain purposes.

D. The Program is funded exclusively by tax revenue generated by the Green Bay Road Redevelopment Project Area established by the Village in accordance with the Tax Increment Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) ("**TIF Act**") on or about July 15, 2019.

E. The Recipient submitted the application attached as Exhibit B ("**Application Documents**") seeking a Program grant.

F. The Recipient specifically seeks a grant to make certain improvements to the Business and / or the Property, as more fully described on Exhibit C ("**Improvements**").

G. The Improvements' cost exceeds the Recipient's ability to realize a reasonable return on its investment and remain a viable and competitive business in the Village.

H. Pursuant to the TIF Act, the Illinois Municipal Code (65 ILCS 5/8-1-2.5), and other applicable law, the Village is authorized to provide Program funds to undertake the Improvements.

I. The Village find that it is necessary and desirable to provide the Recipient with Program funds in the amount of \$15,000, and that doing so is consistent with Program rules and regulations, including, without limitation, the Program policy (collectively, "**Program Rules**").

## **SECTION 2. FACADE GRANT AWARD.**

A. Subject to this Agreement's terms, the Village agrees to provide to the Recipient a grant in the amount of fifteen thousand and no/100ths (\$15,000) dollars ("**Award**") to allow the Recipient to undertake the Improvements.

B. Upon completing installing the Improvements and the Village's issuance of a full and binding certificate of compliance affirming completion of the Improvements in accordance with this Agreement and all Village codes, rules, and regulations, as amended, the Recipient shall submit to the Village: (1) a properly executed statement / bill of sale showing the full cost of the Improvements, including, without limitation, labor, materials, and equipment necessary to install the Improvements; (2) proof of payment of all costs associated with the Improvements; (3) final lien waivers from all of Recipient's contractors, subcontractors, employees, or individuals providing any services concerning the Improvements; and (4) all other documentation reasonably requested by the Village Manager concerning the Improvements, the Property and the Business (collectively, "**Recipient Documents**").

C. Within thirty (30) days of receiving a complete set of Recipient Documents, the Village will issue a check to the Recipient in the amount of the Award. In no case shall the Village's payment exceed the Award amount, regardless of the amount of any costs incurred by the Recipient.

## **SECTION 3. MAINTENANCE.**

A. Upon Recipient's completion of the Improvements pursuant to this Agreement and at all times during this Agreement's term, the Recipient shall be responsible for preserving and maintaining the Improvements in the condition and state set forth on Exhibit C and in full compliance with all Village codes, rules, and regulations, as amended, including, without limitation, this Agreement and the Program Rules.

B. The Village Manager or her designee ("**Manager**") may, upon reasonable notice, periodically review the progress and condition of the Improvements. Such inspections shall not replace or be a substitute for any required inspection by the Village or other entity with jurisdiction over the Property. All improvements the Village finds not to be in compliance with this Agreement shall be immediately remedied by the Recipient and deficient or improper Improvements shall promptly be replaced and made to comply with this Agreement.

## **SECTION 4. DEFAULT; CLAWBACK; REMEDIES.**

A. If, within three (3) years of the date the Village delivers the Award to the Recipient, the Recipient relocates its Business outside of the Village, ceases Business operations, fails to comply with the terms of this Agreement, fails to comply with Program Rules, or fails to maintain the Improvements in the condition and state set forth on Exhibit C (collectively, "**Default Event**"), the Recipient must refund the Village in accordance with the following:

<u>Timing of Default Event</u>	<u>Percentage of Award that must be refunded</u>
Within 1 year of Award payment	100%
Within 2 years of Award payment	67%
Within 3 years of Award payment	33%

B. If the Recipient fails for any reason whatsoever to: (1) apply for and obtain all permits and approvals necessary to construct the Improvements within 6 months of the Effective Date; (2) apply for and receive from the Village a full and binding certificate of compliance for the Improvements within 12 months of the Effective Date; and (3) obtain all Village, county, state, and federal certificates, licenses, and permissions necessary to operate the Improvements within 12 months of the Effective Date, this Agreement and the Parties' rights and obligations hereunder will automatically terminate, and the Recipient shall not be entitled to receive any Award.

C. If the Recipient fails for any reason whatsoever to complete the Improvements in conformity with Exhibit C and the terms of this Agreement, then upon written notice given by the Manager to the Recipient, this Agreement shall terminate and all the Village's obligations and duties under this Agreement, including, without limitation, the payment of the Award to the Recipient, shall become null and void.

D. In the event that the Recipient fails for any reason whatsoever to pay any amount owed pursuant to Section 4.A., or otherwise violates any provision of this Agreement or Program Rules, the Village may pursue, and hereby reserves, any and all remedies, including, without limitation, all remedies available at law or in equity. This Section 4.D. shall survive the voluntary or involuntary termination of this Agreement.

**SECTION 5. INSURANCE AND INDEMNIFICATION.**

A. Insurance. Recipient will procure and deliver to the Village evidence of such insurance policies, at the Recipient's cost and expense, and shall maintain in full force and effect through the term of this Agreement, a policy or policies of commercial general liability insurance and, during any period of constructing the Improvements, contractor's liability insurance, with liability coverage under the commercial general liability insurance to be not less than one million and no/100 (\$1,000,000.00) dollars each occurrence and two million and no/100 (\$2,000,000.00) dollars aggregate. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village Attorney to protect the Village and the Recipient against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Property. Each such policy shall name the Village as an additional insured. Any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereunder. The Village shall be given written notice at least thirty (30) days prior to any cancellation or material amendment of any policy required hereunder.

B. Village Review. The Recipient acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property, including, without limitation, the issuance of any approvals, permits, certificates, or acceptances for the Property or the Village's approval of this Agreement, that the Village's review and approval of those plans and issuance of

those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Recipient, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

C. Village Procedure. The Recipient acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

D. Indemnity. The Recipient releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to defend, indemnify, and hold harmless the Village and its elected and appointed officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, investigations, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the Improvements, the Property, or the Agreement, including, without limitation, actions or claims arising from or related to the Prevailing Wage Act (820 ILCS 30/0.01, *et seq.*) ("**Act**"). The Recipient further covenants and agrees to pay for or reimburse the Village and its elected and appointed officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, and expenses incurred in connection with investigating, defending against, or otherwise in connection with any such losses, claims, damages, liabilities, investigations, or causes of action. The Village shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive this Agreement's voluntary or involuntary termination.

The Recipient understands and acknowledges that, depending on how the Recipient uses the Award, the Award and any work or labor the Recipient purchases with the Award may become subject to the Act. The Recipient covenants and agrees to comply with, and to contractually obligate and cause its construction manager, any general contractor, each subcontractor or other applicable entity or person to comply with the applicable requirements of the Act. All contracts subject to the Act shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the prevailing wage rates are revised, the revised rates shall apply to all such contracts. The Recipient shall provide the Village with copies of all such contracts entered into by the Recipient or others to evidence compliance with this Section. The Recipient together with its contractors, subcontractors, agents, employees and others may be obligated to provide such documents, information and certifications, including appropriate payroll certifications, as are necessary to comply with the Act. The Recipient will maintain segregated accounting records detailing expenses incurred and paid for with public and private funds.

## **SECTION 6. RECIPIENT'S OBLIGATIONS.**

### **A. Construction of Improvements.**

1. Construction. The Recipient shall construct and install the Improvements on the Property in substantial compliance with the project scope, site plans,

architectural plans and elevations, engineering plans, and plats, as appropriate, submitted to and approved by the Village. Further, the Recipient will at all times operate and maintain the Improvements, Business, and Property in compliance with all applicable Village, state, and federal laws, ordinances, rules, and regulations, including, without limitation, all applicable zoning ordinances, building codes, environmental codes, life safety codes, and tax ordinances, rules, and regulations of the Village, as the same may be amended from time to time.

2. Construction Permits. No construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until the Recipient has received approval from all necessary Village commissions, boards, and departments, and has been issued valid and binding building permits. Further, no business operation or occupancy of the Property may occur prior to the issuance of a full and binding occupancy certificate.
3. Fees, Costs, and Expenses. The Recipient shall be responsible for and pay all Village imposed fees on the construction and operation of the Business, including, without limitation: a) all Village costs incurred administering the Program and the Agreement; b) all Village costs incurred drafting and negotiating this Agreement, including legal fees and expenses; and c) the Village's costs and fees incurred enforcing this Agreement, including reasonable legal fees, expenses, and appeal costs and fees.
4. Modifications to Improvements. For the time period beginning on the Effective Date and ending on the third anniversary of the date the Village delivers the Award to the Recipient, the Recipient shall not enter into any Agreement or contract or take any action or inaction to alter, change or remove the Improvements, or the approved design thereof, nor shall Recipient undertake any other changes, by contract or otherwise, to the Improvements unless such changes are first submitted to the Manager, and any additional review body designated by the Manager, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in Exhibit C.

B. Certificate of Assistance. The Recipient agrees to place a certificate, in a form provided by the Village, indicating the Recipient is a participant in the Program, in the front window or other location on the premises that is visible to the public during this Agreement's term.

C. Ongoing Reporting. The Recipient agrees to provide the Village in writing, within 15 days of the Village's request, all information necessary to satisfy the Village's annual reporting requirements under the TIF Act, as amended, including, without limitation, the number of jobs retained and created by the Business and the Recipient's projected return on investment. This Section 6.C shall survive this Agreement's voluntary or involuntary termination.

**SECTION 7. TERM.**

Except as otherwise provided herein, this Agreement's term shall begin on the Effective Date and end on the third anniversary of the date the Village delivers the Award to the Recipient.

**SECTION 8. GENERAL PROVISIONS.**

A. Recording. This Agreement shall be recorded with the Office of the Cook County Clerk, Recording Division, at Recipient's expense. All contracts and deeds of conveyance relating to the Property, or any part thereof, and all contracts conveying an ownership interest in the Business, shall be subject to the provisions of this Agreement.

B. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

C. Assignment. No part of this Agreement may be assigned by any of the Parties hereto without prior written consent of the other Parties.

D. Program. The Recipient represents and warrants that the statements and representations in the Application Documents are true, accurate, and complete. Recipient's failure to provide truthful, accurate, or complete Application Documents, shall constitute a Default Event and relieve the Village of its duties and obligations under this Agreement, including, without limitation, payment of the Award.

E. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties hereto. All prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect.

F. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the Parties pursuant to all applicable statutory procedures.

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

H. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights of any other rights.

I. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier,

or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

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

JECS Properties, LLC  
c/o Chethan Shetty  
1231 Linden Ln.  
Glenview, IL 60025

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

Village of Kenilworth  
419 Richmond Road  
Kenilworth, Illinois 60043  
Attn: Village Manager

With a copy to:

Ancel Glink, P.C.  
140 South Dearborn Street, 6th Floor  
Chicago, Illinois 60603  
Attn: Gregory W. Jones

J. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute relating to this Agreement shall be in the Cook County Circuit Court, Cook County, Illinois.

K. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

L. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement, and any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

M. Exhibits. All exhibits attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. Any conflict between the terms of this Agreement and its exhibits shall be resolved in favor of this Agreement.

N. Authority to Execute.

1. The Village. The Village hereby represents to the Recipient that the persons executing this Agreement on its behalf have been properly authorized to do so by its Village Board.

2. The Recipient. The Recipient hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Recipient will (a) result in a breach or default under any agreement to which the Recipient is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Recipient or the Property are subject, and to which the Recipient has actual or constructive knowledge.

O. Freedom of Information Act Compliance. The Recipient agrees to maintain, without charge, all records and documents concerning or relating to this Agreement and the Property in accordance with the Freedom of Information Act 5 ILCS 140/1, *et seq.* (“**FOIA**”). Upon Village’s request, the Recipient shall produce all records requested by Village within the timeframe requested by Village, and if additional time is needed to compile the requested records, the Recipient shall promptly notify the Village. In the event that either party is found to have not complied with FOIA due to the other party’s failure to produce documents or otherwise appropriately respond to a request under FOIA, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys’ fees and penalties.

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties have set their hands and seals as of the date first written above.

**VILLAGE OF KENILWORTH,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Cecily Kaz, Village President

**ATTEST:**

By: \_\_\_\_\_  
Michael Gagnon, Village Clerk

Dated: \_\_\_\_\_

**JECS PROPERTIES, LLC,**  
an Illinois limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** \_\_\_\_\_, the \_\_\_\_\_ of **JECS PROPERTIES, LLC**, an Illinois limited liability company, is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Signature of Notary

Seal

My Commission expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Cecily Kaz and Michael Gagnon, the Village President and Village Clerk, respectively, of the **VILLAGE OF KENILWORTH**, an Illinois municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Signature of Notary

Seal

My Commission expires: \_\_\_\_\_

Exhibit A

**Property's Legal Description**

LOTS 4, 5, AND 6 IN JAMES R. BROWN'S ADDITION TO KENILWORTH (EXCEPT THE NORTHEASTERLY 20 FEET TAKEN FOR A ROAD), A SUBDIVISION OF 8 ACRES IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 05-28-103-056-0000, 05-28-103-057-0000, and 05-28-103-058-0000

Commonly Known As: 636 Green Bay Rd., Kenilworth, Illinois

Exhibit B

**Application**

[Attached]

# Façade Improvement Grant Application

Date 12/18/24

Property Address 636 Green Bay Rd., Kenilworth

## Applicant Information

Applicant Name JECS Properties, LLC

Address 1231 Linden Ln., Glenview, IL 60025

Email chethan.shetty@thefitzmed.com Phone 630-484-5186

Property Owner Information (If Different from the Applicant)  
Name \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

## Ownership Details

Check the appropriate category and attach proof of ownership and all relevant additional ownership information to this application.

Individual  Joint Tenants/Tenants in Common  Land Trust  Trust

Corporation  Limited Liability Company  Partnership

If the property is held in a trust, also include a certified copy of the trust agreement or a simple affidavit (under oath before a notary) as to who are the beneficiaries of the trust.

## Consultants (as applicable)

Architect Name Leigh Anne Heusdens / Nine 4 Nine Architectural Design LLC Information

Address 949 W. Wolcott Ave., Chicago, IL 60622

Email lheusdens@icloud.com Phone 773-936-9866

**Does the Business Meet all Eligibility Criteria?**  Yes  No

- Applicant is the property owner or lessee of the subject property
- There are no unresolved code enforcement complaints on the subject property
- The property is commercially operated and located in the B: Business District and TIF District

- Funding was not awarded through this Program for subject property improvements within the preceding twelve months

**Proposed Improvements (check all that apply)**

Exterior Door or Window    Exterior Lighting    Awnings    Sign Replacement or Repair    ADA Improvements    Exterior Painting    Landscaping / Streetscape Elements  
 Façade Construction / Repair    Roof Visible from the Street    Other: \_\_\_\_\_

**Proposed Improvement – Cost Estimate**  
 \$ 318,481

**Proposed Improvements – Description**

Please describe the scope of the proposed project below or as an attachment. Include a summary of the building’s current condition, areas to be improved and how, as well as any proposed materials or colors:

636 Green Bay Rd. is a car repair garage that is being renovated for a future intended use as a luxury day spa. Exterior renovations include foundation and masonry work to remove the 2 garage doors on Green Bay Rd., install new windows, and a new revolving door entry and ADA accessible front entry. A Certificate of Appropriateness has already been granted and a building permit was issued (permit # PB24-0167). We are attaching our Certificate of Appropriateness application materials, which give further information about the project and materials.

**Application/Owner Acknowledgements**

**Kenilworth Code of Ethics**

On a Separate Sheet of Paper, list and attach the name, address and nature and extent of any current or potential interest that any village officer or employee may have in or with respect to the owner, the Applicant, or the property.

If none, Check here:

**Certification**

By execution of this application in the space provided below, the applicant and owner(s) do hereby certify, acknowledge, agree and affirm to the Village of Kenilworth that:

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon property, and into any structures located therein, for the purposes of conducting any inspections that may be necessary in connection with this application.
2. I (We) have carefully read this application, the Kenilworth Building Regulations and fully understand the terms and provisions of each.
3. I (We) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.

4. The Information contained in this application is true and correct.

**Applicant's** **Signature(s)**  
Signature: 

Printed Name: Chethan Shetty

Date: 12/18/24

Signature (Property Owner): 

Printed Name: Chethan Shetty, as Manager of JECS Properties, LLC

Date: 12/18/24

### **Applicant Checklist**

- Application: Completed application for Façade Improvement Grant Program
- Proof of Ownership: Title Policy or Deed. If applicable, Certified Copy of Trust Agreement and / or Simple Affidavit identifying Trust beneficiaries. If a tenant, written approval from the property owner must be provided
- Cost Estimate: Line item estimate of proposed improvements
- Photos: Photos of the building's existing exterior façade
- Site Plan and Plat of Survey
- Renderings or Drawings to Scale of Proposed Improvements
- W9

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Commitment Number:

**CCHI2205863LD**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Authorized Officer or Agent  
Michael J. Nolan

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**Transaction Identification Data for reference only:**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: chicagocommercial@ctt.com	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

**Order Number: CCHI2205863LD****Property Ref.: 636 Green Bay Road, Kenilworth, IL 60043****SCHEDULE A**

1. Commitment Date: August 19, 2022
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
 Proposed Insured: Jecs Properties, LLC, an Illinois limited liability company  
 Proposed Policy Amount: \$1,300,000.00
  - (b) ALTA Loan Policy 2006  
 Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy  
 Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
 Chicago Title Land Trust Company, a Corporation of Illinois as Trustee under Trust Agreement Dated May 7, 2004 and Known as Trust Number 01-041093
5. The Land is described as follows:  
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

LOTS 4, 5, AND 6 IN JAMES R. BROWN'S ADDITION TO KENILWORTH (EXCEPT THE NORTHEASTERLY 20 FEET TAKEN FOR A ROAD), A SUBDIVISION OF 8 ACRES IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Name and Address of Title Insurance Company: Chicago Title Insurance Company  
10 South LaSalle Street, Suite 3100  
Chicago, IL 60603

### SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

**END OF SCHEDULE B, PART I**

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Name and Address of Title Insurance Company: Chicago Title Insurance Company  
10 South LaSalle Street, Suite 3100  
Chicago, IL 60603

### SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

#### General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. The Company may pay current year Cook County taxes when furnished an original tax bill at or before the time the Company is requested to make payments. If an original tax bill is not furnished, the Company will pay current taxes via ACH payment, which results in an additional \$7.00 duplicate tax bill fee payable to Cook County and collected from the taxpayer at closing.
9. Effective June 1, 2009, if any document of conveyance for Cook County Residential Real Property is to be notarized by an Illinois notary public, Public Act 95-988 requires the completion of a Notarial Record for each grantor whose signature is notarized. The Notarial Record will include the thumbprint or fingerprint of the grantor. The grantor must present identification documents that are valid; are issued by a state or federal government agency, or consulate; bear the photographic image of the individual's face; and bear the individual's signature. The Company will charge a fee of \$25.00 per Notarial Record.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

10. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

11. Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:
A. The name and address of the party who prepared the document;
B. The name and address of the party to whom the document should be mailed after recording;
C. All permanent real estate tax index numbers of any property legally described in the document;
D. The address of any property legally described in the document;
E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the appropriate transfer tax stamps affixed before it can be recorded.

This exception will not appear on the policy when issued.

G 12. 1. Taxes for the year(s) 2021 and 2022
2022 taxes are not yet due or payable.

1A. Note: 2021 first installment was due March 1, 2022
Note: 2021 final installment not yet due or payable

Table with 5 columns: Perm tax#, Pcl, Year, 1st Inst, Stat. Rows include tax IDs 05-28-103-056-0000, 05-28-103-057-0000, and 05-28-103-058-0000 with their respective installment counts, years, amounts, and payment status.

C 13. Please be advised that our search did not disclose any open mortgages of record. If you should have

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

B 14. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

A 15. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

K 16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Jecs Properties, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

E 17. Terms, powers, provisions and limitations of the trust under which title to the Land is held.

I 18. Encroachment of the 1 story brick & stone building located mainly on the subject Land over and onto the public right of way Northeasterly and adjoining by 0.24 feet at the Northerly corner and 0.04 feet at the Easterly corner, as shown on the Plat of Survey made by Professionals Associated - MM Survey Co. as Job No: 22-100483, dated October 5, 2022.

J 19. Encroachment of the cameras affixed to the Northeasterly face of the 1 story brick & stone building located mainly on the subject Land over and onto the public right of way Northeasterly and adjoining by an undisclosed amount, as shown on the Plat of Survey made by Professionals Associated - MM Survey Co. as Job No: 22-100483, dated October 5, 2022.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

**If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.**

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# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>JECS Properties, LLC</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor                    <input type="checkbox"/> C corporation                    <input type="checkbox"/> S corporation                    <input checked="" type="checkbox"/> Partnership                    <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>P</b>  <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>1231 Linden Ln.</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Glenview, IL 60025</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
8	8	-	4	0	8	2	4	1	6

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person		Date <b>12/19/24</b>
------------------	--------------------------	--	----------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# Cost Estimates - Remaining Work

Stratum Builders, Inc.

516 N Ogden Avenue  
Chicago, IL 60642

# Estimate

Date	Estimate #
9/20/24	17838

Name / Address
The Fitz Chethan Shetty 1656 N. Wells Chicago, IL 60614

Project
636 Green Bay Road

Item	Description	Qty	Rate	Total
	<b>**PHASE 1**</b> Exterior Improvements			
	<b>**DEMO/CONCRETE**</b>			
02 Site Work	Demo - remove brick/stone from front facade, remove block wall enclosures, front/rear entry doors, windows (front, rear)		15,500.00	15,500.00
02 Site Work	Foundation walls - excavate and pour new concrete walls to square off west wall		21,450.00	21,450.00
	<b>**EAST**</b>			
02 Site Work	Masonry (east facade) - brick new facade with new brick		78,550.00	78,550.00
02 Site Work	Brick Material Allowance - up to \$.80 each including tax (included in above)		0.00	0.00
02 Site Work	Limestone Material Allowance (coping, window frames, entry vestibule)		20,000.00	20,000.00
02 Site Work	Lime wash/Paint Labor		7,500.00	7,500.00
02 Site Work	Lime wash/Paint Material Allowance		3,500.00	3,500.00
02 Site Work	Vestibule Framing, Insulation, Sheathing		11,890.00	11,890.00
02 Site Work	Vestibule Roof/Cladding Labor Allowance		4,000.00	4,000.00
02 Site Work	Vestibule Cladding Material Allowance		4,000.00	4,000.00
02 Site Work	Window Installations, 2 Door Installations		8,000.00	8,000.00
	<b>**WEST**</b>			
02 Site Work	Masonry (west facade), spot tuckpointing		10,200.00	10,200.00
02 Site Work	Window Installations, Rear Door Installation		3,150.00	3,150.00
	<b>**NORTH**</b>			
02 Site Work	Masonry (north facade) - cut and remove existing Ivy		2,500.00	2,500.00
02 Site Work	Window and door allowances		55,000.00	55,000.00
02 Site Work	Electrical stub outs for front/rear lighting, cameras (stub outs)		1,500.00	1,500.00
02 Site Work	Supervision Fee		20,000.00	20,000.00
			<b>Total</b>	

Stratum Builders, Inc.

516 N Ogden Avenue  
Chicago, IL 60642

# Estimate

Date	Estimate #
9/20/24	17838

Name / Address
The Fitz Chethan Shetty 1656 N. Wells Chicago, IL 60614

Project
636 Green Bay Road

Item	Description	Qty	Rate	Total
02 Site Work	Construction fencing, temporary partitions, temporary toilets		10,200.00	10,200.00
02 Site Work	GC Fee (Profit, Overhead, Equipment)		41,541.00	41,541.00
	*Note permits, street and sidewalk closure fees, canopy fees by owner *Scope exclusions: interior build out, concrete slab, vapor barrier, insulation, electrical service work, gas service work, front sidewalks, curbs, awnings, framing/insulation/cladding other than front vestibule, rear parking lot			
			<b>Total</b>	\$318,481.00

636 Green Bay Road Façade Grant

Future Work

GC List	\$ 47,943.00
Awning	\$ 6,115.00
Sign	\$ 4,247.94
Planters	\$ 4,670.00
Door	\$ 25,000.00
<b>Total</b>	<b>\$ 87,975.94</b>



January 20, 2025

Chethan Shetty

630-484-5186  
Email [chethan.shetty@thefitzmed.com](mailto:chethan.shetty@thefitzmed.com)

**Re: 636 Green Bay Rd.  
Kenilworth, IL.**

**PROPOSAL**

- 4 Concave style stationary awnings *with open ends with decorative framework* and a free hanging valance across the front only, manufactured *complete and installed* on the E/F storefront. Frames made of welded 1" square and 1/2" round galvanized steel silver tubing, with the welds ground, primed, **then all painted Black. Using Sunbrella, non-fire-retardant shade fabric, #4632 Ivy**, with matching binding trim on a regular scalloped valance edge design.  
**Excluding any lettering/signage of any kind.**

Awning size(s): 8'11" w x 2'4" h (plus 6"h valance) x 3'4" out **\$6115.00**

-Permit to be obtained by customer at no cost to Evanston Awning Co., prior to production or installation.  
 -Prior to our receipt of the full contract with 50% deposit, fabric samples and shop drawings (limit of (2) revisions) will be provided for owner's approval and city permits upon our receipt of a 10% drawing deposit, which is non-refundable but applicable to the full contract once all approvals are received.  
 -Installation to be determined, weather permitting, upon our receipt of the signed contract, 50% deposit of the total order and fabric color selections. The balance is due on installation. This proposal becomes a bona fide contract when signed and returned.

Thank You,  
Daryl Hunzinger, Production Manager

Please proceed with the order described above. I grant Evanston Awning Co. a security interest in this merchandise until paid, unless prohibited by law.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Enclosed is my check for 50% deposit in the amount of \$ \_\_\_\_\_ or please charge my credit card (VISA, MasterCard or Discover) **with the understanding that there will be a 3% convenience fee for charges over \$1000.00 added to the contract amount.** Credit card type \_\_\_\_\_

Acct # \_\_\_\_\_ 3# Security code \_\_\_\_\_ Exp. \_\_\_\_\_

Credit card billing address # and zip code \_\_\_\_\_

CUSTOM WOOD REVOLVING DOOR  
 9001 S. CICERO AVE #230  
 OAK LAWN, IL 60459  
 (708) 692-1987

**Contractors Invoice**

TO:  
 FITZ  
 636 GREEN BAY RD  
 KENILWORTH, IL 60043

WORK PERFORMED AT:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE  
 12/10/24

YOUR WORK ORDER NO.  
 \_\_\_\_\_

OUR BID NO.  
 \_\_\_\_\_

**DESCRIPTION OF WORK PERFORMED**

THIS INVOICE IS FOR THE PURCHASE AND INSTALLATION, FOR ONE OAK WOOD REVOLVING DOOR, WITH 36" SWING DOOR ON EACH SIDE ALL STORE FRONT WILL BE STAINED DARK WALNUT AND FINISH WITH SATIN EXTERIOR MIX WAX, SEE PRINT FOR DETAILS.

NOTE: THIS WILL NOT INCLUDE HANDICAP POWER ASSIST HARDWARE.

TOTAL - \$100,000.00  
 DEPOSIT - \$50,000.00  
 BALANCE \$50,000.00  
 UPON DELIVERY \$25,000.00  
 BALANCE \$25,000.00

NOTE: FIVE MONTHS TO BUILD STORE FRONT

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year  
 in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year

Stratum Builders, Inc.

516 N Ogden Avenue  
Chicago, IL 60642

# Estimate

Date	Estimate #
1/10/25	17862

Name / Address
The Fitz Chethan Shetty 1656 N. Wells Chicago, IL 60614

Project
636 Green Bay Road

Item	Description	Qty	Rate	Total
	<b>**PHASE 1**</b> Exterior Improvements - 2025			
	<b>**EAST**</b>			
02 Site Work	Lime wash/Paint Labor		7,500.00	7,500.00
02 Site Work	Lime wash/Paint Material		3,500.00	3,500.00
02 Site Work	Vestibule Framing, Insulation, Sheathing		11,890.00	11,890.00
02 Site Work	Vestibule Roof/Cladding Labor Allowance		4,000.00	4,000.00
02 Site Work	Vestibule Cladding Material Allowance		4,000.00	4,000.00
	<b>WEST</b>			
02 Site Work	Rear Door Installation		1,500.00	1,500.00
02 Site Work	Door & Hardware		2,800.00	2,800.00
02 Site Work	Electrical stub outs for front/rear lighting, cameras (stub outs)		1,500.00	1,500.00
02 Site Work	Supervision Fee		5,000.00	5,000.00
02 Site Work	GC Fee (Profit, Overhead, Equipment)		6,253.50	6,253.50
	*Note permits, street and sidewalk closure fees, canopy fees by owner *Scope exclusions: interior build out, concrete slab, vapor barrier, insulation, electrical service work, gas service work, front sidewalks, curbs, awnings, framing/insulation/cladding other than front vestibule, rear parking lot			
			<b>Total</b>	\$47,943.50

# CART

Join the [RH MEMBERS PROGRAM](#) for \$200 and save **\$1,400** on this order.

[Become a Member](#)



## TERRENO PLANTER

SIZE E: 33" Diam. X 32 1/2" H  
FINISH Grey  
ITEM# 10037358 GREY

2 ▾

\$1,550 Member  
**\$2,070 Regular**

This item is in stock and will be ready for delivery between 01/22/25 and 01/26/25  
Ships via Unlimited Furniture Delivery  
This item can be returned within 30 days of delivery. Learn more about our [Return Policy](#).

[Remove](#)



TERRENO SQUARE PLANTER

SIZE F: 39%\*W X 19%\*D X 19%\*H  
 FINISH Grey  
 ITEM# 10129543 GREY

4

\$2,600 Member  
\$3,480 Regular

This item will be ready for delivery between 02/13/25 and 02/19/25  
 Ships via Unlimited Furniture Delivery  
 This item can be returned within 30 days of delivery. Learn more about our [Return Policy](#).

[Remove](#)

HOW WOULD YOU LIKE TO RECEIVE YOUR SHIPMENTS?

Deliver items as they are available  
 Deliver ASAP

Consolidate into as few deliveries as possible  
 Delivered on the latest quoted delivery date

Promo code

APPLY

ORDER SUMMARY

Shipping to 94925

Join the RH Members Program and save \$1,400.00 on this order.

[Become a Member](#)

Order Subtotal

\$5,550.00

[Unlimited Furniture Delivery](#)

\$299.00

TOTAL (Excluding sales tax)

\$5,849.00

CHECKOUT



SAVE 25% ON EVERYTHING RH\*

FOR \$200 ANNUALLY, MEMBER BENEFITS INCLUDE  
 25% SAVINGS ON ALL FULL-PRICED ITEMS  
 ADDITIONAL 20% SAVINGS ON ALL SALE ITEMS  
 COMPLIMENTARY SERVICES WITH RH INTERIOR DESIGN  
 SPECIAL FINANCING AVAILABLE WITH THE RH CREDIT CARD†

\*Compared to regular price. Limited exclusions apply. See [RH Members Program Terms & Conditions](#) for details. †Restrictions apply. [Learn More](#).

INSPIRATION, DELIVERED.

Discover our products, places, services and spaces.

Enter your email

SIGN UP

**Invoice:**

**305- 38323**

**FASTSIGNS**

447 EAST OHIO STREET  
CHICAGO, IL 60611  
Phone (312) 464-1800  
Fax. (312) 464-1374  
Email: 305@fastsigns.com

**PO #**

**CC-EK**

Customer: **Newmark Knight Frank** ph: (312) 224-3230  
Contact: Thomas Ruscitti  
Description: 1656 N Wells St (The Fitz | Retail Buildout) - Interior & Exterior Logo Graphic  
Sales Person: Rick Kline cell: (312) 560-1708  
Clerk: Rick Kline Email: truscitti@ngkf.com

	Product	Qty	Sides	H x W	Unit Cost	Item Total
1	Consultation/Project Mgmt	* 3	1	0 x 0	\$100.00	\$300.00
	<b>Description: Consultation/Project Mgmt Fee</b> - includes measurements, photo's, drawings, samples - installation oversight and QC					
2	Dimensional Signage	* 1	1	24 x 71.8	\$1,475.00	\$1,475.00
	<b>Color:</b> Silver + Gold, logo <b>Description:</b> Reception Desk Wall Sign - Dimensional Logo - Interior - 1/2" Chemetal/Acrylic laminate - Painted returns (edges) to match face - Mount: stud, flush <b>Text:</b> The Fitz					
3	Dimensional Signage	* 2	1	23 x 68.875	\$3,147.50	\$6,295.00
	<b>Color:</b> Silver + Gold on Black, logo <b>Description:</b> Storefront Overhead Pan Sign **Repair & Paint Existing Signs' Faces, Add Two New Logos** - Remove existing sign panels and dimensional signs - Fill in holes from old sign, prime and repaint existing sign panels with two coats - Prep repaired panels for dimensional logos (1/4" Solid Anodized Aluminum (stud+spacer), two tones) - Install updated panels on-site - Lead time: 2-3 weeks from panel removal - Panel seams: one per sign - Finish: patched holes may still show <b>Text:</b> The Fitz					

Payments Received (thank you)

Date	Amount	Payment Method	Tracking Number
6/17/2020 3:16:03PM	\$4,247.95	Visa/MC/Disc	2014
Total Payments:	\$4,247.95		

ATTN: Thomas Ruscitti  
Newmark Knight Frank  
500 W Monroe St  
Suite 2900  
Chicago, IL 60661-3773

Terms are COD unless you have established a net 30 account with us. Shipping is extra and not included in price.

**Received/Accepted By:**

/ /

**Invoice:**

**305- 38323**

**FASTSIGNS**

447 EAST OHIO STREET  
CHICAGO, IL 60611  
Phone (312) 464-1800  
Fax. (312) 464-1374  
Email: 305@fastsigns.com

**PO #**

**CC-EK**

Other Payments: \_\_\_\_\_  
Shipping Notes: \_\_\_\_\_ Form of Payment / Amount / Initials

Ordered: 6/17/2020 3:10:39PM  
Due: 7/24/2020 4:30:00PM  
Printed: 8/21/2020 10:12:34AM  
Picked Up: 7/24/2020 7:29:05PM

Notes:

Line Item Total:	\$8,070.00
Tax Exempt Amt:	\$3,915.00
Subtotal:	\$8,070.00
Taxes:	\$425.89
Total:	\$8,495.89
Total Payments:	\$4,247.95
Balance Due:	\$4,247.94

More than fast. More than signs.

Exhibit C

**Description and Depiction of Improvements**

[Attached]

4825-0366-0126, v. 2

Village of



419 Richmond Road  
Kenilworth, IL 60043

Phone: 847-251-1666  
Fax: 847-251-3908

E-mail: info@vok.org

## ARCHITECTURAL REVIEW COMMISSION CERTIFICATE OF APPROPRIATENESS

Property Address: 636 Green Bay Rd., Kenilworth, IL 60043

Date: June 13, 2024

### Applicant Information

**Applicant:**

Name JECS Properties, LLC

Address 1231 Linden Ln., Glenview, IL 60025

Phone/Fax 630-484-5186

**Tenant /Business Information (if different than Applicant):**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax \_\_\_\_\_

**Property Owner Information (if different than Tenant/Business):**

Name JECS Properties, LLC

Address 1231 Linden Ln., Glenview, IL 60025

Phone/Fax 630-484-5186

**Consultants (as applicable):**

Name Architect: Leigh Anne Heusdens / Nine 4 Nine Architectural Design LLC

Address 949 N. Wolcott Ave., Chicago, IL 60622

Phone/Fax 773-936-9866

## Application Requirements

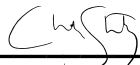
1. **Submit 12 copies of the applicable items on the Certificate of Appropriateness Application Submission Checklist attached.**

### 2. Description of Project:

This application is being submitted for proposed renovations to the front and rear facades of the building, with the intention of converting the space from a car garage with 2 garage doors fronting Green Bay Rd. to a vibrant and attractive pedestrian-oriented commercial building that will attract the sort of businesses that Kenilworth residents desire. The proposed renovation would remove the 2 garage doors from the front facade and the 1 garage door from the rear facade, replace the garage doors with attractive windows, re-orient the front entry and replace the existing single door with a wood-trimmed revolving door and add 2 adjacent doors, paint the building with white masonry paint, and install decorative awnings to enhance the building's character.

### 3. Application Acknowledgements:

By execution of this application in the space provided below, the applicant, tenant/business or owner do hereby certify, acknowledge, agree and affirm to the Village of Kenilworth that the information contained in this application is true and correct.

Signature  \_\_\_\_\_  
Chethan Shetty  
Name Manager, JECS Properties, LLC \_\_\_\_\_  
Date June 13, 2024 \_\_\_\_\_

### Certificate of Appropriateness Process:

After this application and all necessary materials are submitted, the application will be put on the docket for an Architectural Review Commission (ARC) meeting. It is recommended that the application be submitted 45 days prior to the ARC meeting. The Village will provide the Applicant with a notification packet containing a notice to be delivered to all property owners living within 250 feet of the property and the Village will publish a legal notice in a local newspaper. Notifications must be done not less than 15 days or more than 30 days in advance of the public hearing date. Applicants should expect a hearing within 60 days of submitting an application. All applicants are encouraged to read the Kenilworth Zoning Ordinance.

Call Community Development Department at (847) 251-1666 or email [community@vok.org](mailto:community@vok.org) with any questions.

## Certificate of Appropriateness Application / Submission Checklist

This checklist summarizes the Certificate of Appropriateness application requirements for a submission to the Kenilworth Architectural Review Commission to be submitted after the pre-application meeting. It is used to evaluate proposals for consistency with the Kenilworth Zoning Ordinance and Design Guidelines for the Business District. The checklist is intended to serve as a tool for the building owner and architect or designer. The submission should refer to the Zoning Ordinance and Design Guidelines for the Business District in order to achieve a successful outcome.

**Design Guidelines for the Business District** are on the Village of Kenilworth's website: [www.vok.org](http://www.vok.org), under "Forms", "Community Development Page"

All of the following items must be submitted before the Certificate of Appropriateness application will be scheduled for consideration by the Architectural Review Commission at an upcoming meeting.

This checklist must be completed and submitted with the application.

**Provide 12 copies of all applicable items.**

### **Fees:**

- Certificate of Appropriateness filing fee of \$350.00

### **Signage and/or Awning Requests:**

- Certificate of Appropriateness Application form
- Statement of Intent: describe the proposed sign and/or awning, the materials, and details of installation
- Site plan showing location of proposed sign and/or awning, with any associated landscaping or lighting
- Elevation or photograph of building façade with proposed sign and/or awning shown
- Sign and/or awning drawing with dimensions, materials, letter size, typeface and colors
- Samples of sign letters and/or awning materials and colors
- Sign Illumination: details regarding source, type and level of illumination (if applicable); level of illumination must be measured in foot candles
- Master Sign Plan if required by the Kenilworth Sign Code
- On-site mock-up may be requested by ARC to better understand the sign proposal

### **General Exterior Requests:**

- Certificate of Appropriateness Application form
- Description of exterior materials

- Samples of new exterior materials (including, but not limited to, manufactured cut sheets and/or product samples of roof materials, wall materials, window/door products, storefront glazing, light fixtures, etc); If appropriate, local addresses of buildings that use such materials
- Statement of Intent : identify existing site and building conditions; describe the proposed project and how the project meets the criteria in the Design Guidelines for the Business District; explain the design rationale

**Drawings and Supporting Documents - General Exterior Requests:**

- Plans and elevations to illustrate the existing site (drawings should be to scale)
- Plans and elevations of the proposal (drawings should be to scale); windows and doors with dimensions, materials and glazing patterns; exterior details, as appropriate, of millwork and any proposed special conditions.
- Streetscape elevations, showing rooflines and materials of adjacent structures
- Color photographs of the site and existing buildings adjacent to the site
- Supporting documentation, if any, related to the project
- Perspectives, drawings, sketches or model of the proposal , if requested by ARC, to show relationship to neighboring structures, the overall streetscape and human scale, with figures and dimensions
- Parking Lot Layout (if applicable)
- Lighting Plan of parking lot (if applicable)
- Landscape Plan (if applicable) with proposed species of vegetation and size at the time of planting; existing trees and vegetation to remain or be removed; existing and proposed hardscapes

## CERTIFICATE OF APPROPRIATENESS APPLICATION

**Property Address: 636 Green Bay Rd.**  
**Property Owner/Applicant: JECS Properties, LLC**  
**Application Date: June 13, 2024 / ARC Meeting Date: July 17, 2024**

### **Statement of Intent**

The purpose of this project is to renovate the exterior facades of 636 Green Bay Rd. to transform the property into a vibrant and attractive pedestrian-oriented commercial building that contributes to the Kenilworth Business District, thereby maximizing the Village's opportunities to diversify and strengthen its tax base by enhancing the property's value and attracting commercial tenants that will increase tax revenue opportunities.

#### *Existing Site and Building Conditions:*

The existing property is a single-story masonry building with 2 garage doors and driveways fronting Green Bay Rd. and an additional rear garage door with alley access. Due to the front garage door bays, the building has 4 sections of angled walls on the front facade, with the front entry located within one of those walls. The building has approximately 5,600 interior square feet and has an industrial appearance. It was used historically as a car repair business and then as a private garage before the current owners purchased the building and began redevelopment efforts.

#### *Proposed Project Scope:*

To assist in creating a "streetwall" where the entire building sits at the front property line and in an effort to enhance pedestrian comfort, the proposed renovation would remove the 2 front garage doors and angled walls, bring the façade forward to the front property line, replace the garage doors with windows, and center the front entrance so that it is perpendicular to the sidewalk, giving pedestrians easier access to the building. The new recessed front entry will include a wood-trimmed center revolving door as well as 2 adjacent doors. The proposal includes adding decorative limestone trim to windows and entry, as well as adding a new limestone cap at the top of the front façade. Decorative stationary awnings will be added above the windows on the front façade, and the building will be painted with white masonry paint. New lantern style lights will sit on either side of the front entry area. On the rear façade of the building, the existing garage door will be removed and replaced with windows.

#### *Compliance with Design Guidelines:*

The proposed renovations are consistent with the Design Guidelines for the Kenilworth Business District. The Guidelines state that "[f]or those existing buildings with a quality design of another period that is not Tudor, Tudor Revival, or other historic English-influenced designs, the building may be renovated to be consistent with the style in which it was originally built." (Guidelines, p. 6). So, while the building was not built in the Tudor or Tudor Revival style, the proposed renovations will be consistent with the style of the building as originally built and with a nod toward English influences.

Specific examples of compliance with the Design Guidelines include but are not limited to:

- The facades will have a mix of materials and pay special attention to detailing and window proportions. (Guidelines, p. 12).
- Windows will be predominantly vertical and with framed panes. (Guidelines, p. 13).
- The buildings will have a strong pedestrian orientation, providing opportunities for window shopping. (Guidelines, p. 14).
- The primary building material will continue to be brick (Guidelines, p. 16).
- The renovation will include details like decorative brickwork, limestone trim, and mullions to highlight the windows and doors. (Guidelines, p. 16).
- The front entrance will be prominent, easily discernible, attractive, and inviting to pedestrians, and add visual interest to the street. (Guidelines, p. 18).
- Window glass will be clear. (Guidelines, p. 19).
- Decorative details like a new limestone cap will adorn the roofline. (Guidelines, p. 20).
- The renovation includes awnings, which the Guidelines consider desired elements. The dark green awnings provide visual interest, contribute to the pedestrian scale and interest, will be made of Sunbrella fabric—which the Village has previously approved in the Business District—the dimensions are within the suggested guidelines, and the dark green color is specifically encouraged in the Guidelines. (Guidelines, p. 21).
- The lantern-style lights are subtle and understated (Guidelines, p. 21) and are influenced by English design.

#### *Design Rationale:*

The renovation was designed to transform the existing unsightly, industrial building to a modern and attractive space that will spur pedestrian interest and foot traffic, all while paying homage to the Village’s historic English-influenced design. The renovation aims to enhance the aesthetic appeal and functionality of the building while restoring its historic charm and aligning with the community’s vision for a cohesive and attractive streetscape.

#### **Awning**

Four awnings are proposed for the four window sections on the front façade of the building. The awnings will be made of Sunbrella Acrylic material and be Ivy colored (dark green). The dimensions are 8’11” w, 2’4” h, and 3’4” out. The bottoms will be 8’3” above the sidewalk. The awnings will be stationary, framed with 1” round aluminum pipe with a zinc finish. A sample of the awning material and frame has been supplied. See attachments for plan and elevation.

#### **Description of Exterior Materials**

- The property is a masonry building constructed of traditional red brick. Stacked stone at the bottom of the front façade will be replaced by brick matching the existing red brick, so that the entire front façade has a unified appearance.
- See attachment for further, technical details about the masonry paint, limestone cap and trim, awning, windows, entry doors, lighting, and entry floor tiles.

### **Samples of New Exterior Materials**

See attachment for cut sheets on new exterior materials. Physical samples for the awning fabric, awning frame, white masonry paint, and limestone have been provided.

### **Drawings and Supporting Documents**

See attachments for plans and elevations of the existing site and proposal, streetscape elevation, and color photographs of the site and adjacent buildings.

PROFESSIONALS ASSOCIATED  
 PHONE: (847)-675-3000  
 FAX: (847)-675-2167  
 E-MAIL: pa@professionalsassociated.com  
 www.professionalsassociated.com

**PROFESSIONALS ASSOCIATED - MM SURVEY CO.**

BOUNDARY \* ALTA \* TOPOGRAPHIC \* CONDOMINIUM SURVEYS  
 7100 NORTH TRIPP AVENUE, LINCOLNWOOD, ILLINOIS  
 PROFESSIONAL DESIGN FIRM NO. 184-003023

MM SURVEY  
 PHONE: (773)-282-5900  
 FAX: (773)-282-9424  
 E-MAIL: info@MMSurveyingChicago.com  
 www.mmsurveyingchicago.com

**ALTA/NSPS LAND TITLE SURVEY**

OF

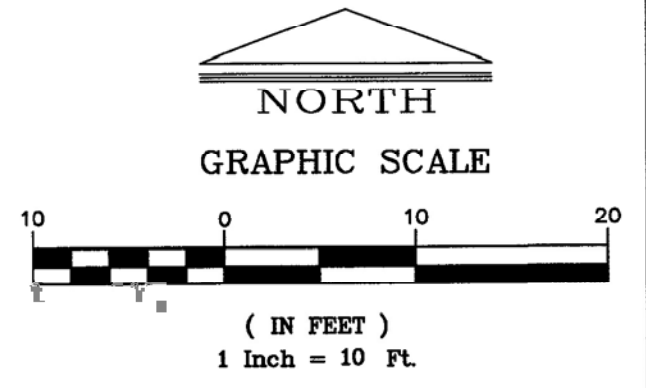
LOTS 4, 5 AND 6 IN JAMES R. BROWN'S ADDITION TO KENILWORTH (EXCEPT THE NORTHEASTERLY 20 FEET TAKEN FOR A ROAD), A SUBDIVISION OF 8 ACRES IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LAND TOTAL AREA: 7,477 SQ. FT. = 0.172 ACRE.

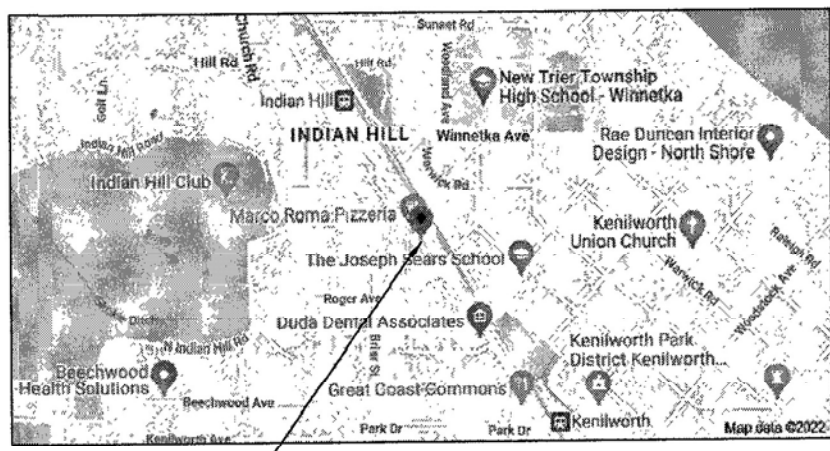
EXTERIOR FOOTPRINT AREA OF BUILDING: 5,971 SQ. FT.

COMMONLY KNOWN AS: 636 GREEN BAY ROAD, KENILWORTH, ILLINOIS.

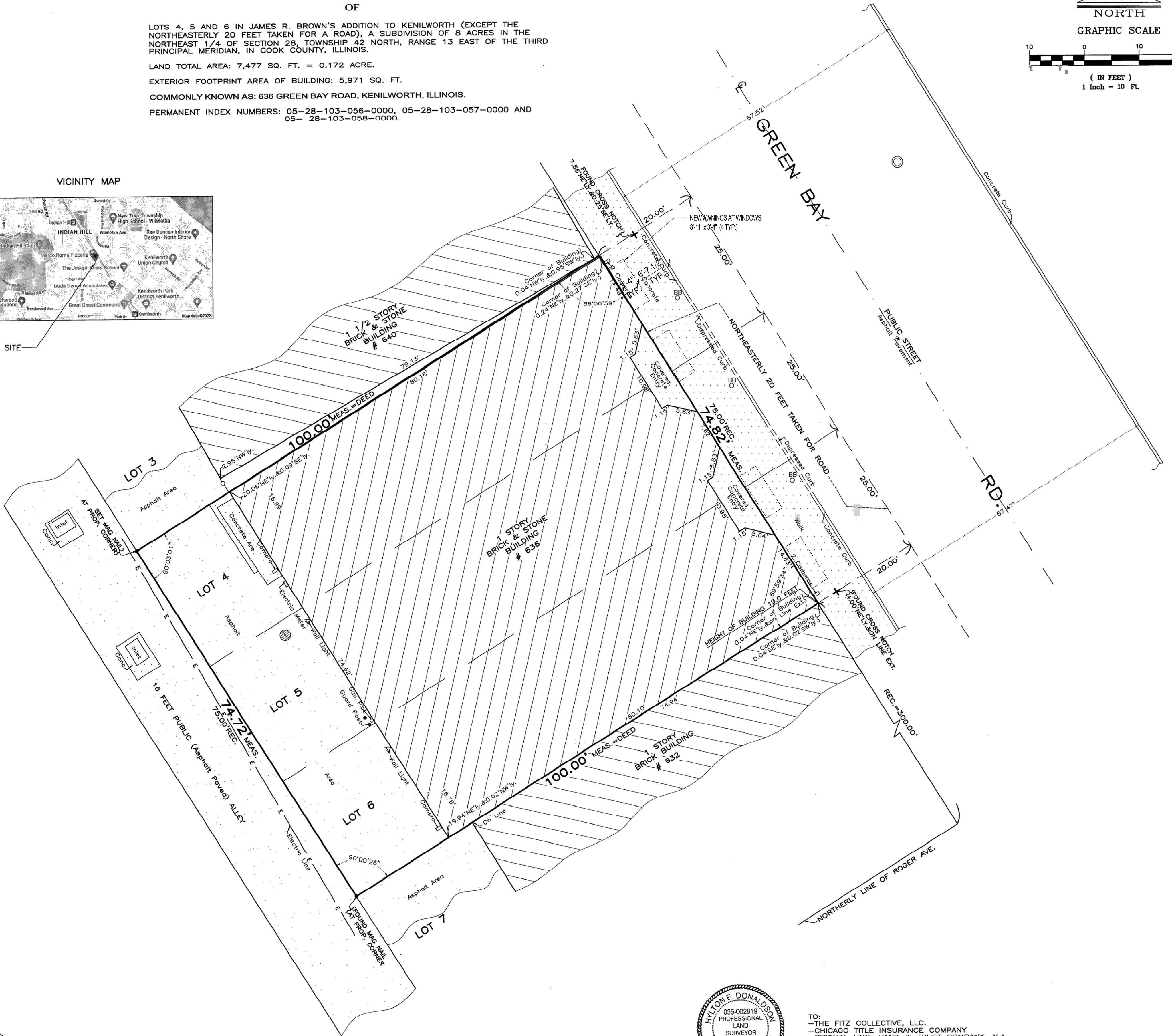
PERMANENT INDEX NUMBERS: 05-28-103-056-0000, 05-28-103-057-0000 AND 05-28-103-058-0000.



VICINITY MAP



SURVEY SITE



NOTE:  
 CHICAGO TITLE INSURANCE COMPANY  
 ORDER NO.: CCH2205863LD  
 COMMITMENT DATE: AUGUST 19, 2022

THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON DRAWN IS A COPY OF THE ORDER, AND FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OR DEED.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.  
 ORDER NO. 22-100483

SCALE: 1 INCH = 10 FEET.

DATE OF FIELD WORK: September 9, 2022.  
 ORDERED BY: FOLEY & LARDNER LLP  
 Attorneys at Law

- LEGEND:
- = MANHOLE
  - ⊗ = CATCH BASIN
  - ⊞ = WATER BUFFALO BOX

FLOOD CERTIFICATE:  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP OF VILLAGE OF KENILWORTH, ILLINOIS DATED AUGUST 19, 2008, THIS PROPERTY IS IN A MINIMUM FLOODING AREA AND IS DESIGNATED AS ZONE "X", COMMUNITY MAP NUMBER 17031C0253J (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)  
 NO FIELD SURVEYING WAS PERFORMED BY UNDERSIGNED SURVEYOR TO DETERMINE THIS ZONE.



TO:  
 -THE FITZ COLLECTIVE, LLC.  
 -CHICAGO TITLE INSURANCE COMPANY  
 -CRYSTAL LAKE BANK & TRUST COMPANY, N.A.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(c), 7(b)(1), 7(c), 8, 9 AND 14 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON September 9, 2022.

DATE OF PLAT 10-05-2022  
 Hilton E. Donaldson

IL PROF. LAND SURVEYOR NUMBER 035-002819  
 MY LICENSE EXPIRES NOVEMBER 30, 2022.  
 DRAWN BY: ZZ

---

**Caution:** This email originated from outside of our organization. Do not open any unexpected attachments or links.

In case it would be helpful for the Board to have a fuller context of this project, the work we've done so far from October onwards (not part of this application) includes removal of all front façade brick, stone, windows, and block glass; excavation and pouring of new concrete foundation walls to square off the front façade where the 2 garage doors were removed; all new brick masonry (and tuckpointing) and windows, installing new I-beams at all former windows and door openings, and saw-cutting the slab to accommodate the new ADA compliant front entry (the building was not ADA compliant previously due to the raised slab, which we've lowered).

Chethan Shetty  
Chief Strategy & Legal Officer | The Fitz

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Here are remaining work items:

- An itemized list of remaining work from our general contractor is attached. This includes the vestibule work for the new front entry.
- The new entry will include a custom wood revolving door and side doors. I've attached an invoice for the doors (\$100,000 cost; this is not included in the GC's estimate). The door will not be installed until June, and we've confirmed that no substantive work on door fabrication has begun. Shop drawings for the entry are attached.

- We will be installing 2 of these lanterns (<https://www.shadesoflight.com/products/federal-outdoor-2-light-large?color=Darkened%20Copper%20/%20Clear%20Glass>) at the front of the building and the cost including tax and shipping is \$1,992.54.
- The front entry will include an intercom/access system (\$399 + \$49 flush mount installation kit + \$999 internal access hub) and a security camera (\$1,800). Links to the items we've sourced are here:
  - <https://store.ui.com/us/en/category/door-access-intercoms/products/ua-intercom?variant=ua-intercom>
  - <https://store.ui.com/us/en/category/door-access-addons/products/uacc-intercom-fm>
  - <https://store.ui.com/us/en/category/door-access-hub/products/eah-8>
  - <https://store.ui.com/us/en/category/all-cameras-nvrs/products/uvc-g4-ptz>
- Our business sign (saying "The Fitz") will be like the sign at our Chicago location (1/4" solid anodized aluminum in bronze finish). The cost of our Chicago sign from FastSigns was \$3,147.50 and I've attached the invoice for that. We expect pricing to be similar for the Kenilworth sign.
- We plan to purchase planters like what appears in the attached exterior elevation drawings. Proposed planters at a \$5,849 pre-tax cost are shown in the attached PDF.
- I will circulate a quote from Evanston Awnings later today for the 4 awnings we're planning for the front façade.

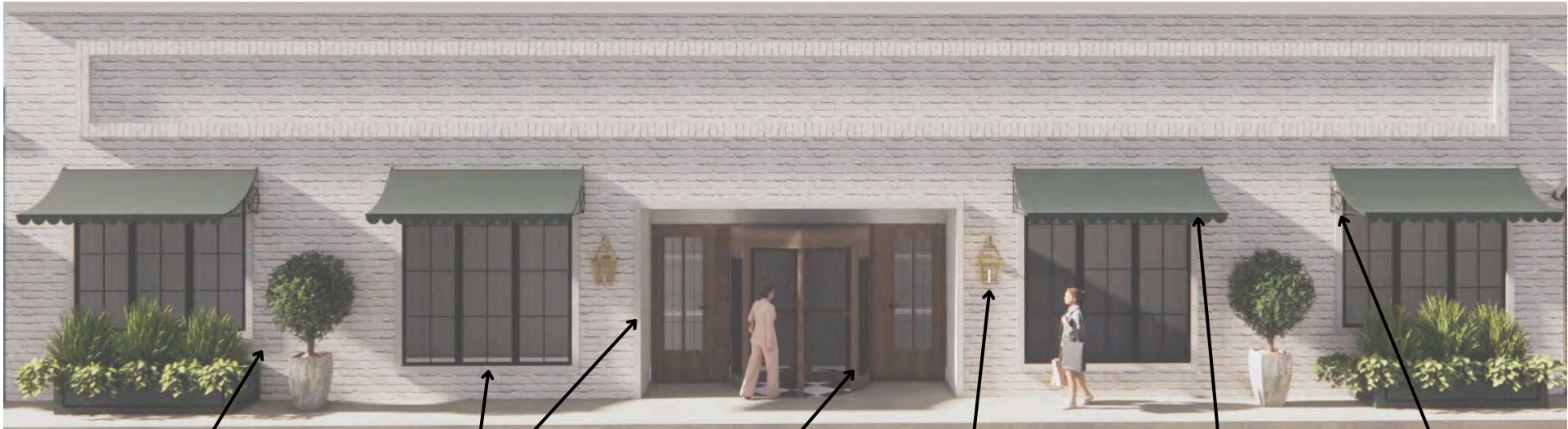
Chethan Shetty  
Chief Strategy & Legal Officer | The Fitz

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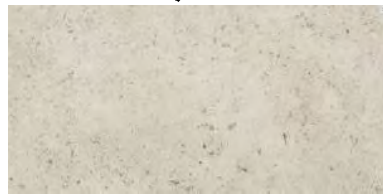
# EXTERIOR



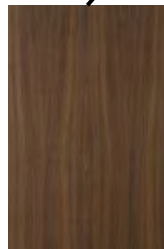
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TURNER  
*Interiors*



Masonry paint



Limestone trim



Mahogany revolving doors



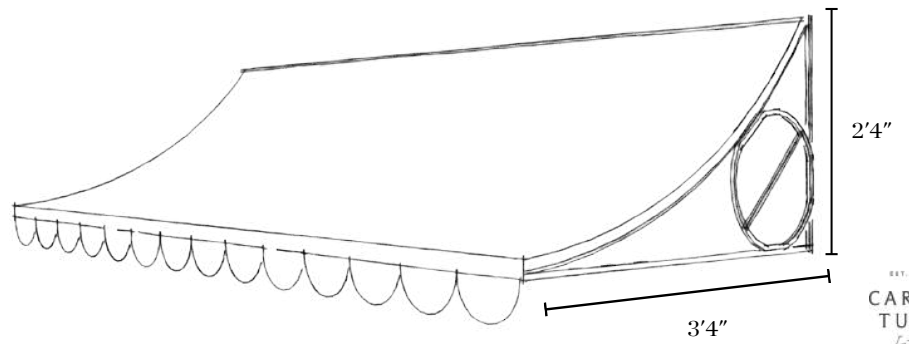
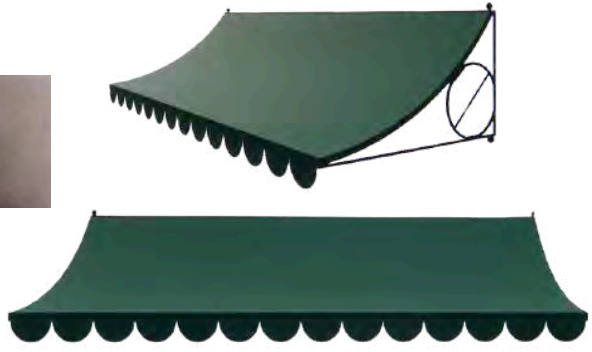
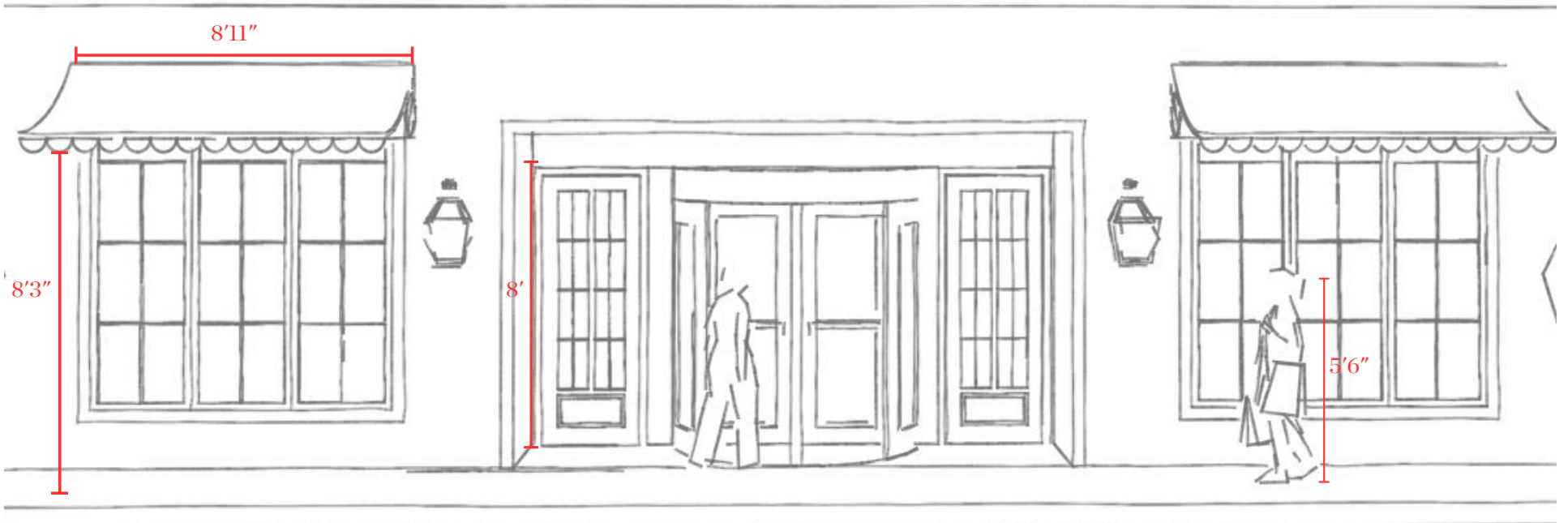
Outdoor lantern



Sunbrella awning fabric



Zinc custom made base



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*Interiors*

# AWNING MATERIAL

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## Technical Information

### APPLICATION

Awnings / Pergolas, Marine Tops and Covers

### FINISH

Water Repellent

### WEIGHT OZ. SQ. YD.

9.00

### COLLECTION

[Sunbrella Shade](#)

### LIGHT TRANSMITTANCE TOTAL

23.9 Tv (%)

### FABRIC CONTENT

100% Sunbrella® Acrylic

### WEATHER PROTECTION

Water Repellent

### SELVEDGE

Left / Right

### PANTONE® COLOR

11-0607 TPG

### SOLAR TRANSMITTANCE TOTAL

24.1 Ts (%)

### CONSTRUCTION

Woven

### WEIGHT OZ. LY. YD.

11.68

### RECYCLABLE

Yes, through the [Recycle My Sunbrella](#) program.

### OPENNESS FACTOR

<0.01%

### UV TRANSMITTANCE TOTAL

10.8 Tuv (%)



Ivy

# LANTERN SPECS

---

## Specifications

**Actual Size:** 18"Hx12"Wx6.5"D

**Bulb Base:** US Candelabra-E12

**Color:** Darkened Copper / Clear Glass

**Dimmable:** Yes

**Exclusive:** Yes

**Indoor Outdoor:** Yes

**Material:** Brass, Copper, Glass

**Max Bulb Wattage:** 40

California Residents See PROP 65 WARNINGS 

**Number Of Lights:** 2

**Origin:** Made in the USA

**Safety Rating:** Damp



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TURNER  
*Interiors*

# MATERIAL SPECS

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Premium Grade Moleanos Beige Limestone Tiles. Moleanos Beige Limestone Honed 4x12 Wall & Floor Tiles are perfect for any interior projects. The 4x12 tiles can be used for a kitchen backsplash, bathroom flooring, shower surround, dining room, entryway, spa. Our timeless Matte tiles with a large selection of coordinating products is available and include arabesque, fish scale, penny round, herringbone, basketweave mosaics, 12x12, 18x18, 12x30, subway tiles, moldings, borders, and more.

<b>Color</b>	Moleanos Beige Golden Beach Limestone (light beige and tan tones)
<b>Tile Size</b>	4 x 12 inch
<b>Coverage</b>	0.34 sq. ft. (3 tiles cover 1 sq. ft.)
<b>Thickness</b>	3/8 inch
<b>Finish</b>	Honed (Matte)



# MATERIAL SPECS

---



Masonry paint inspiration



**LRV**  
83.16

LRV, or Light Reflectance Value, is a measurement commonly used by design professionals—such as architects and interior designers—that expresses the percentage of light reflected from a surface. LRVs range from 0–100, with 100 being pure white and 0 being absolute black.

**Collection**  
Off White Collection

**Also Known As**  
PM-19

# MATERIAL SPECS-ENTRY FLOOR

---



**Color Code:** VL75  
**Thickness:** 5/16  
**Size:** 12X12, 6X6  
**Finish:** Matte  
**Shade Variation:** V2: Medium  
**Country of Origin:** United States



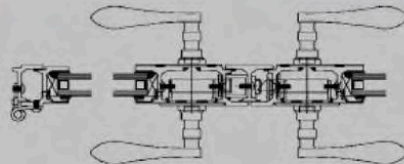
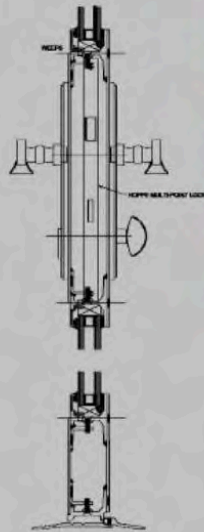
**Color Code:** VL70  
**Thickness:** 5/16  
**Size:** 12X12, 6X6  
**Finish:** Matte  
**Shade Variation:** V2: Medium  
**Country of Origin:** United States

# WINDOW/SIDE DOOR SPECS

---

## 1750 SERIES HINGED STEEL DOORS

Equal Leg or Nail-Fin Framing — Insulated or Non-Insulated Bead Glazing  
True Muntins or Simulated Muntins — Standard or ADA Thresholds Available

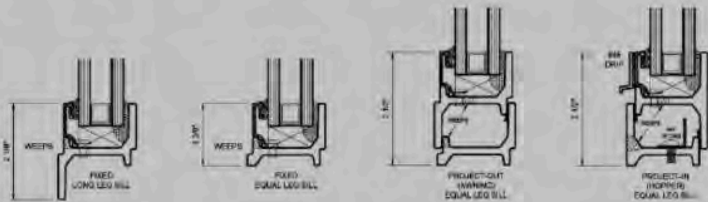


# 1750 SERIES

## Caseмент, Awning, Hopper, Fixed or Combination Windows

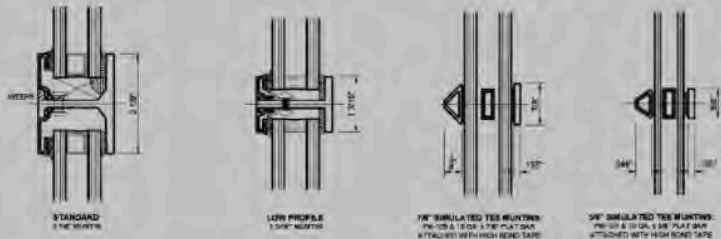
Equal Leg, Short Equal Leg, Long Leg, Standard Nail-Fin Framing  
 Insulated or Single Glazing — Rectangular or Sloped Glazing Beads

True or Simulated Muntins — Insect Screens with Aluminum Wire or Fiberglass Mesh

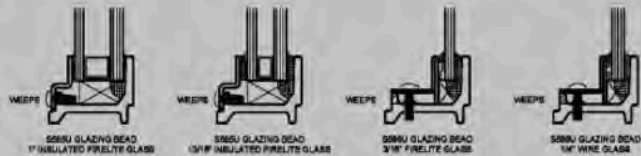


NOTE: 1" Insulated glass units are shown.  
 Other glass thicknesses are available.

### Muntin Options:



### Fire-Rated Glazing:



### 1750 Series Specifications:

**General:** Windows and Door are Series 1750 as manufactured by Coast To Coast Manufacturing. They include hardware and related items as described and shown on the approved Shop Drawings.

**Material:** Sections are hot rolled steel (ST37-2). Frames and ventilator sections shall have weathering baffles rolled integrally in the bar profiles to provide parallel double contact surfaces around the perimeter of each ventilator when closed. Windows and Doors are designed for inside or outside glazing using snap-in aluminum extruded bead. (Brake formed steel glazing beads at fire-rated windows)

**Construction:** Corners of frames and ventilators shall be coped or mitered and electrically welded; exposed welds shall be dressed smooth. Ventilators shall be continuously double weatherstripped around the perimeter of the vent except at pressure equalization slots.

**Glazing:** At frames and ventilators, glazing legs are 3/4" high. Glazing beads are extruded, snap-in type, no less than .050" thick and accommodate up to and including 1 1/4" glass, panels or louvers.

**Finish:** After fabrication, windows, doors and mullions are sand blasted for uniformity and then receive an electro-galvanized coating. Following galvanizing, they are phosphate treated in a multiple stage process, as a preparation for receiving paint. Following pretreatment, they are prime painted and then given a standard color coat of acrylic polyurethane paint as selected by the Architect/Owner.

**Window Hardware:** Coast To Coast Mfg.'s standard locking hardware and hinges are securely fastened to the frame and ventilator. Standard locking hardware consists of cam locking handles cast of white bronze. Other hardware options are available.

**Hinged Door Hardware:** Coast To Coast Mfg.'s standard locking hardware and hinges are securely fastened to the frame and door leaf. Standard hardware consists of Half mortise butt hinges and multi-point locking. Other hardware options are available.

**Sliding Door Hardware:** Coast To Coast Mfg.'s standard locking hardware and rollers are securely fastened to the frame and door panels. Standard hardware consists of heavy duty stainless steel rollers and multi-point locking. Other hardware options are available.

**Screens:** Optional insect screens of extruded aluminum frames, securely joined at corners and finished to match window frames. Standard screen cloth is 18 x 16 charcoal fiberglass mesh. Standard wickets and attachment clips are provided as required.

**Installation:** Window and Door frames must be installed plumb, level and true without springing or twisting, and be securely fastened in place in accordance with the approved Shop Drawings and applicable building codes. Frames are to be caulked with a suitable compound; using appropriate joint design to accomplish a thoroughly water-tight installation as per the approved Shop Drawing details. Architectural waterproofing instructions would take precedence.

### 1750 SERIES WINDOW PERFORMANCE TABLE

RATING	CONFIGURATION	TEST SIZE	AIR	WATER	STRUCTURAL	Underwriters Label
AW65	Awning (Project-Out)	60" x 36"	6.24 psf	12.0 psf	97.5 psf	45 Minute Rated (3/4 Hour)
AW511	Hopper (Project-In)	60" x 36"	6.24 psf	10.0 psf	75 psf	45 Minute Rated (3/4 Hour)
AW65	Caseмент (Outswing)	36" x 60"	6.24 psf	12.0 psf	97.5 psf	45 Minute Rated (3/4 Hour)

# DOOR HARDWARE SPECS

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## 1. EXTERIOR FINISH 5 CHOICES

Unlacquered Brass

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## 2. INTERIOR FINISH 5 CHOICES

Unlacquered Brass

---

## 3. BACKSET 2 CHOICES

2.375 inch

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### PRODUCT SPECIFICATIONS

- Battery powered for easy installation. Not hardwired.
- Pairs with the Level mobile app
- The Level Bolt exceeds the highest industry standards and is stress tested to over 1,000,000 cycles
- Mechanical operation uses a Schlage C keyway with 5 pin lock cylinder and is 100% available for reliable egress



# REVOLVING DOOR SPECS

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## DOOR DETAILS - CHICAGO

- Classic Saturn
- Mahogany Wood
- Statuary Bronze Hardware & Accents

**Saturn Revolving Door**  
 Division 8 – Door and Windows  
 Section 08 42 33 – Revolving Doors



**PART I – General**

**1.01 SECTION INCLUDES**

- A. This section covers the furnishing and installation of a complete Manual Revolving Door System. Provide complete system that has been fabricated and tested for proper operation. It includes curved sidewalls, canopy, ceiling, door wings, hardware, glass, speed control and emergency collapsing mechanism as required for installation.

**1.02 RELATED SECTIONS**

- A. Section 07915 - Sealants, Caulking and Seals  
 B. Section 08400 - Entrances and Storefronts  
 C. Section 08710 - Door Hardware  
 D. Section 08810 - Glass and Glazing  
 E. Section 09600 - Flooring  
 F. Section 16123 - Electrical Supply and Termination

**1.03 REFERENCES**

- A. ANSI/BHMA A156.27 – American National Standard for Power and Manual Operated Revolving Pedestrian Doors  
 B. ANSI Z97.1 - American National Standard for Safety Glazing Materials used in Buildings  
 C. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum  
 D. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels  
 E. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels  
 F. ASTM A 480/A 480M - Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip  
 G. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate  
 H. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes  
 I. ASTM A 36 / A36 Standard Specification for Carbon Structural Steel  
 J. ASTM A 240 / A 240M Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications

**1.04 COORDINATION**

- A. **Recesses:** Manufacturer shall coordinate size and location of recesses in floor construction for revolving door entrance components including anchorages for frames and supports.  
 B. **Anchorages:** Manufacturer shall furnish drawings and directions for installing anchorages that are to be embedded into concrete.  
 C. **Layout Template (Optional):** Manufacturer shall provide precision cut floor layout template.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer shall be a company specializing in the supply of manual revolving doors with a minimum of ten (10) years of experience.  
 B. Installer shall supply a factory-trained supervisor during installation of the door.  
 C. All Revolving Doors must be pre-erected and tested in factory prior to shipment.

**1.05 SUBMITTALS**

- A. Manufacturer shall submit project specific shop drawings and finish samples as required.  
 B. Manufacturer shall indicate pertinent dimensions, general construction, component connections and locations, and anchorage methods and locations.  
 C. Manufacturer shall provide sample of unexecuted manufacturer warranty.  
 D. Manufacturer shall provide test reports proving that they have tested and met the requirements of "ASHRAE" air infiltration requirements "90A" and "90.1" per the "ASTM E-283" testing parameters.

**1.06 CLOSEOUT SUBMITTALS**

- A. Manufacturer shall submit appropriate operation and maintenance manual.  
 B. Manufacturer shall submit copy of the revolving door "As-Built" shop drawings.  
 C. Manufacturer shall submit copy of the executed revolving door warranties.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Manufacturer shall deliver materials to job site in manufacturer's packaging undamaged, complete with installation and operating manuals.  
 B. Manufacturer shall store materials off ground, under cover, protected from weather and construction activities.

**1.08 WARRANTY**

- A. International Revolving Door warrants its doors against defects in material and workmanship for a period of twelve (12) months from the date of shipment of the product. This warranty excludes glass breakage, normal wear on finishes or damage that occurs due to abuse, misuse, or acts of God.  
 B. International Revolving Door warrants its overhead speed control for a period of one-hundred and twenty (120) months from the date of shipment of the product. This warranty excludes normal wear on finishes or damage that occurs due to abuse, misuse, or acts of God. This warranty is void if work is performed on speed control by a non-factory authorized technician.  
 C. International Revolving Door warrants its floor speed control for a period of sixty (60) months from the date of shipment of the product. This warranty excludes normal wear on finishes or damage that occurs



[Http://internationalrevolvingdoor.com](http://internationalrevolvingdoor.com)  
 Ph: (812) 425-3311  
 2138 N. Sixth Ave. – Evansville, IN 47710

EST. 1977  
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 TURNER  
*Interiors*

due to abuse, misuse, or acts of God. This warranty is void if work is performed on speed control by a non-factory authorized technician.

D. International Revolving Door warrants its electronic components for a period of twelve (12) months. This warranty excludes damage that occurs due to abuse, misuse, water damage, or acts of God. This warranty is void if work is performed on electronic components by a non-factory authorized technician.

E. Finish Warranty Period: Anodized finishes: Five (5) years, painted finishes: Five (5) years (**Ten (10) and Twenty (20) year finish warranties available**).

#### **PART 2 – Materials and Products**

##### **2.01 MANUFACTURER**

- A. Saturn Revolving Door  
Manufactured By: International Revolving Door  
2138 N. Sixth Ave, Evansville, IN 47710.  
(812) 425-3311 Homepage: <http://www.internationalrevolvingdoor.com/>
- B. Limitations: Obtain revolving door entrance components through one source from a single manufacturer.

##### **2.02 PERFORMANCE REQUIREMENTS**

- A. Performance Standard: Comply with ANSI A156.27
- B. Opening Force, Maximum Turning Speed, Emergency Breakout, and Entrapment-Prevention Force: Comply with cited BHMA standard and requirements by authorities having Jurisdiction
- C. Safety Glass: Category II materials complying with testing requirements in 16 CFR 1201
- D. Air Infiltration: Maximum air leakage through fixed glazing and framing areas of 1.25 cfm/sq. ft. (6.4 L/s x sq.m) of fixed entrance-system area when tested according to ASTM E 283 at a minimum static-air-pressure difference of 6.24 lbf/sq. ft. (300 Pa).
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70 under UL 325

##### **2.03 DOOR CONSTRUCTION**

- A. Basis of Design: International Revolving Door Saturn Revolving Door
- B. Aluminum Curved Enclosure Walls: Shall be manufactured from four (4) extruded aluminum posts, two (2) 4" or 5" extruded aluminum center mullions, and two (2) 4" extruded aluminum bottom rails.
1. Enclosure walls shall be fastened and fit with tight hair line butt-joints.
  2. Enclosure wall shall be 1-5/8" thick.
  3. Enclosure walls shall have a 4" bottom sightline.



[Http://internationalrevolvingdoor.com](http://internationalrevolvingdoor.com)  
Ph: (812) 425-3311  
2138 N. Sixth Ave. – Evansville, IN 47710

C. Formed Aluminum Bronze and Stainless Steel Curved Enclosure Walls: Finish metal shall be cut, formed and reinforced over stainless steel sub-frame. Welds on exposed surfaces to be dressed and finished after welding. Bottom rail of walls to have removable glass stop for field glazing.

1. Enclosure substructure to be made and reinforced with stainless steel for corrosion resistance
2. Bronze and stainless steel enclosure walls to be a fully welded assembly.
3. Aluminum enclosure walls shall be fastened and fit with tight hair line butt-joints.
4. Revolving door individual assemblies shall be fabricated using reinforced and face welded surface joinery where applicable, with all welds dressed flush and finish blended to match adjacent surfaces (Per American Welding Society standards).
5. Where bends in steel forming are required, all stretch lines and die marks shall be refinished to blend with adjacent surfaces.
6. Enclosure walls shall be 1-3/4" thick.

D. Free-standing Design: Free Standing Design doors have a 1-1/2" structural steel square bar running from the sub-floor to the canopy in each wall post and mullion (Optional).

E. Metal Canopy: The canopy and ceiling shall consist of one (1) or two (2) structural pieces and shall have a formed and welded steel substructure. Available with a minimum 3-1/8" custom size cornice.

1. Canopy shall have a formed steel joist with a minimum thickness of .105".
2. Cornice sheet minimum thickness shall be .090".

F. Bar and Glass Canopy (Optional): The ceiling shall consist of one 1" x 2" canopy with glass mounted inside the radius of the rolled bars and held in place by rolled angle glass stops.

3. Metal bars shall be finished to match.
4. Ceiling glass shall be a minimum 13/16" thick.

G. Saturn Door Wings: Three (3) or four (4) door wings as designed and manufactured with a stainless steel tube welded substructure. Door wings must utilize removable rubber and felt weather stripping on two sides and rubber on one side. The inside stile shall be removable and have a custom width no less than 1-3/4", the outside stile shall be a custom width no less than 2-1/2", and the bottom and top rail shall be a custom height no less than 3". Door wings must be capable of folding forward or backward allowing for emergency egress. Door wings are available in aluminum, bronze or stainless steel.

1. Manufacturer shall fabricate revolving door individual assemblies using reinforced and face welded surface joinery for bronze and stainless-steel door wings, with all welds dressed flush and finish blended to match adjacent surfaces, per American Welding Society standards.
2. Aluminum wings to have fitted hair-line butt joints.
3. Where bends in steel forming are required, all stretch lines and die marks shall be refinished to blend with adjacent surfaces.
4. Wings shall have custom 4" minimum sightline.
5. Wing glass shall be 1/4" tempered glass.

H. Saturn S (Narrow Stile) Door Wings (Optional): Three (3) or Four (4) door wings as designed and manufactured of narrow stile aluminum extrusions and reinforced with internal aluminum door corners for strength. Door wings must utilize removable rubber and felt weather stripping on two sides and rubber on one side. The inside stile shall be 1-3/4" x 1-3/4", the outside stile shall be 1-3/4" x 2-1/2",



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and the bottom and top rail shall be 1-3/4" x 3". Door wings must be capable of folding forward or backward allowing for emergency egress. Door wings are available in clad bronze or stainless steel.

1. Where bends in steel forming are required, all stretch lines and die marks shall be refinished to blend with adjacent surfaces.
  2. Door wings shall have 4" sightlines.
- J. **Comet (Herculte) Door Wings (Optional):** Three (3) or four (4) door wings shall be as designed and manufactured of Comet design extrusions. Door wings must utilize removable rubber and felt weatherstripping on two sides, and rubber on one side. The wings will have no inside or outside stiles, and will have an outside vertical airlock retainer. Door rails shall have a minimum 3-3/4" custom height. Door wings must be capable of folding forward or backward allowing for emergency egress. Door wings are available in aluminum, clad bronze or clad stainless steel.
1. Extrusions shall have a minimum thickness of .125".
  2. Wing glass shall be 1/2" tempered glass.
  3. Where bends in steel forming are required, all stretch lines and die marks shall be refinished to blend with adjacent surfaces.
- J. **Fasteners:** No visible fasteners shall be used except those necessary for the application of manufacturer's hardware, and glass molding. Fasteners shall be corrosion-resistant, non-staining, non-bleeding, and compatible with adjacent materials.

#### 2.04 EQUIPMENT

- A. **Overhead Manual Speed Control:** Attaches to the top of the center rotating shaft inside the canopy and limits the rotation speed of the door to a preset RPM not to exceed 12 revolutions per minute. Operating in an oil bath, the centrifugal braking unit can be adjusted for lower maximum speeds to meet NFPA, BOCA requirements.
1. The overhead speed control device shall engage at 10 rpm and limit the turning speed to 12 rpm.
  2. The speed control shall have a 100-1 gear ratio and must be designed to prevent rapid acceleration.
  3. The speed control housing shall be precision machined from cast iron.
  4. The speed control shall have a precision machined bronze brake shoe.
  5. The brake shoe housing shall be precision machined from cast iron.
- B. **In-Floor Speed Control (Optional):** Attaches to the bottom disc of the center rotating shaft with a stainless-steel speed control stub shaft plate and limits the rotation speed of the door to a preset RPM not to exceed 12 revolutions per minute. Operating in an oil bath, the centrifugal braking unit can be adjusted for lower maximum speeds to meet NFPA, BOCA requirements.
1. The overhead speed control device shall engage at 10 rpm and limit the turning speed to 12 rpm.
  2. The speed control shall have a 100-1 gear ratio and must be designed to prevent rapid acceleration.
  3. The speed control housing shall be cast iron.
  4. The speed control shall have a stainless-steel stub shaft plate that mounts to the speed control.
- C. **Automatic Drive System (Optional):** A gearbox attaches to the top of the center rotating shaft inside the canopy and limits the rotation speed of the door to a preset RPM not to exceed 12 revolutions per minute. The door will have a motor attached to a gearbox to lower maximum speeds to meet NFPA, BOCA



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requirements (Requires a 12" minimum cornice height and 110-120 VAC power service from above, by others).

- D. **Emergency Collapsing Mechanism:** Precision-engineered door hangers and disks that allow the door wings to be collapsed or folded, and stored in a book-fold position. Collapsing mechanism shall permit the wings to fold to emergency exit position allowing a minimum aggregate width of 36 inches. Pressure setting shall be capable of being adjusted from 60 pounds to a maximum setting of 220 pounds. The adjusting device shall be accessible without removal of wings, center shaft or discs. Pressure setting shall be preset and tested in the factory and shall only be adjusted in the field to meet the specific needs of the building.
1. Wings are held in radial positions by means of self-lubricating plungers, engaging in the top and bottom disc of each wing. Excess pressure shall rotate plunger from disc "V-groove"
  2. The hangers shall have two (2) replaceable bronze guide pins
- E. **IRD Carrier Arm Electric Shaft and Wing F-Lock (Optional):** A fail-safe shaft and wing lock mechanism with a two (2) position post-mounted key switch to activate locking and/or a remotely located activation and de-activation switch. When engaged, the electromagnetic locking carrier arm will prevent the collapsing of the wing, and/or will prevent rotation of the door wings. Electric locking is disengaged by loss of power or signal from building fire/smoke alarm (Requires a minimum 12" canopy and a 110 VAC power service from above, by others).
- F. **IRD Carrier Arm Door Return and Push Assist (Optional):** Automatically resets the door to its home (X) position after every use to provide an optimal weather seal while door is idle. The door will be equipped with a carrier arm with electromagnetic locks. The door will use infrared sensors to identify if any person(s) are in a compartment prior to door returning to home (X) position. The door will automatically assist operator in rotation of revolving door wings. Motor engages at roughly half the pushing pressure of a standard manual. Overhead sensors detect when all quadrants are vacant and automatically reset the door to its home (X) position (Requires a minimum 12" canopy and a 110-120 VAC power service from above, by others).
- G. **Lights (Optional):** Provide (up to 4) LED 9-1/4" diameter lights to be recessed into ceiling (110-120 VAC power service required from above by others).
- #### 2.05. HARDWARE
- A. **Adjusting Screw:** Bronze screw used to adjust the pressure required to book-fold rotating wings.
- B. **Bumpers:** Rigid, architectural bronze and rubber-tipped bumpers are located on the top door rail of each door wing to prevent door wings from contacting one another when in the book fold position; one (1) per wing. Bumpers are available in the following finishes:
1. #4 Satin Brushed Bronze or Chrome
  2. #8 Polished Mirrored Bronze or Chrome
  3. #4 Statuary Bronze (Optional)
  4. Painted to Match (Optional)
- C. **Center Shaft:** Steel center shaft shall connect the speed control and floor pivot using a stainless-steel pivot pin.



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- D. **Center shaft Housing:** Extruded center shaft housing shall be of aluminum alloy 6061-T6 per ASTM B-221 and shall cover the steel center shaft. Center shaft housing shall have felt pile providing positive air lock at cent of door.
- E. **Discs:** Precision machined disc from bronze casting shall be mounted on center shaft that receives the hanger breakaway mechanism; two (2) per Center Shaft. The disc face shall be 1-1/2" thick and comes in the following finishes:
1. #4 Satin Brushed Bronze or Chrome
  2. #8 Highly Polished (mirror finish) Bronze or Chrome
  3. #4 Statuary Bronze
  4. Painted to Match (Optional)
- F. **Floor Grates (Optional):** Stainless Steel frame shall be embedded in the radius of the door, and is designed for recessed mats and to provide a smooth transition between flooring. If used, this ring is required to be installed in the floor prior to the installation of the door.
- G. **Guide Pin:** Bronze pin that connects the hanger to the disc on the center shaft; two (2) per hanger.
- H. **Hanger:** Precision machined hanger from bronze casting that mounts the rotating wing to the disc on the center shaft; two (2) per rotating wing. The hangers shall be of 1/8" minimum thickness. Hangers are available in the following finishes:
1. #4 Satin Brushed Bronze or Chrome
  2. #8 Highly Polished (mirror finish) Bronze or Chrome
  3. #4 Statuary Bronze
  4. Painted to Match
- I. **Pivot:** Floor mounted under center shaft to provide smooth rotation. Must be of teflon filled acetyl or similar material, resilient, self-lubricating, and have a replaceable snap-in bushing. Overhead pivot is available with an in-floor speed control.
- J. **Push Bars:** Provide 3/8" x 2" aluminum, architectural bronze, or stainless steel flat push bar; one (1) per door wing. 1" diameter round aluminum, stainless steel, or architectural bronze push bars are available as an option. Push bars are available in the following finishes:
1. #4 Satin Brushed Bronze or Stainless Steel
  2. #8 Highly Polished (mirror finish) Bronze or Stainless Steel #4 Statuary Bronze
  3. Anodized to Match
  4. Painted to Match
- K. **Custom Push Bars (Optional):** Per Architects specified manufacturer
- L. **Roof Sheet/Dust Cover:** Made of aluminum, bronze, or stainless-steel sheet metal, the roof sheets sit on top of the canopy and is fastened in caulked in place. Roof sheets are available in the following finishes:
1. Mill Finish
  2. Finished to Match (Optional)



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- M. **Surface Applied Locks:** Precision machined, architectural bronze 1-7/8" x 6-1/4" surface-mounted deadbolt locks with removable, keyed cylinders that lock into the ceiling or floor on the two interior door wings; two (2) per revolving door. Locks available in the following finishes:
1. #4 Satin Brushed Bronze or Chrome
  2. #8 Highly Polished (mirror finish) Bronze or Chrome
  3. #4 Statuary Bronze
  4. Painted to Match (Optional)

## 2.06 POWER REQUIREMENTS

- A. 110-120 volts, single phase 60 HZ

## 2.07 MATERIALS/FINISH

The following materials and finishes are available for the enclosure walls, rotating door wings and ceiling.

- A. **Tempered Glass:** All flat glass in Saturn or Saturn S wings shall be 1/4" clear tempered safety glass, and all flat glass in Comet wings shall be 1/2". All glass shall meet ANSI standard Z 97.1.
1. Glass etching/printing per Architect
  2. Tint color per Architect from Manufacturer's full line
  3. Ultra-clear low-iron glass (optional)
- B. **Laminated Glass:** All flat glass in door ceiling shall be 13/16" clear laminated safety glass. All glass shall meet ANSI standard Z 97.1.
1. Glass etching/printing per Architect
  2. Tint color per Architect from Manufacturer's full line
  3. Ultra-clear low-iron glass (optional)
- C. **Laminated Glass:** All curved glass in door wall shall be 7/16" clear curved laminated safety glass; 9/16" clear curved laminated safety glass is available as an option. All glass shall meet ANSI standard Z 97.1.
4. Glass etching/printing per Architect
  5. Tint color per Architect from Manufacturer's full line
  6. Ultra-clear low-iron glass (optional)
- D. **Weatherstripping:** Weatherstrips shall be made of dual durometer extruded Santoprene and woven felt. Weatherstrip is to be installed in top rails, stiles and bottom rails; designed to properly engage the curved enclosure walls, revolving door ceiling and floor. Special adjustment feature will allow for three-eighths inch adjustment.
- E. **Glazing Sealants:** Wall glazing shall be silicone, single component – Spectrem 1 (Tremco) or silicone, single component – 791 (Dow Corning).
- F. **Metal Finishes:** Shall Comply with NAAMMs "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- G. **Aluminum Extrusions:** All commercial grade extrusions shall be of aluminum alloy 6063-T6 per ASTM B-221 and be of .125" minimum thickness. Finishes available:



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1. AAMA 611 Architectural Class 1 Clear Anodized Type AA-M10C22 A41
  2. AAMA 611 Architectural Class 1 Anodized Type AA-M10C22 A44: Light, Medium and Dark Bronze, Black and Champagne
  3. Custom Anodized Finish by Architect
  4. AAMA 2605 Superior Performing Organic Coatings (e.g.: Duranar, Fluoron; 70% Kynar Fluoropolymers)
  5. AAMA 2604 High Performance Organic Coatings (e.g.: Powder Coating)
- H. **Aluminum Sheet:** All aluminum sheet metal shall meet ASTM B-209, be of H15 or H34 temper 5005 alloy and shall be of .063" minimum thicknesses. Finishes available:
1. AAMA 611 Architectural Class 1 Clear Anodized Type AA-M10C22 A41
  2. AAMA 611 Architectural Class 1 Anodized Type AA-M10C22 A44: Light, Medium and Dark Bronze, Black and Champagne
  3. AAMA 2605 Superior Performing Organic Coatings (e.g.: Duranar, Fluoron; 70% Kynar Fluoropolymers)
  4. AAMA 2604 High Performance Organic Coatings (e.g.: Powder Coating)
- I. **Stainless Steel Sheet:** All stainless-steel sheets shall meet ASTM 240/A 240M, shall be Type 304 and shall be of .060" minimum thickness; Type 316 is available as an option. Finishes available:
1. #4 Brushed Satin
  2. #6 Brushed Satin
  3. #7 Highly Polished (mirror finish)
  4. #8 Highly Polished Non-Directional (mirror finish)
- J. **Steel Sections:** ASTM A 36; shapes to suit mullion sections.
- K. **Steel Sheet:** ASTM A 653/A 653M; 0.105" inch (2.6 mm) minimum thickness.
- L. **Bronze Sheet:** All bronze sheets shall be alloy #280 (Muntz) and be of .062" minimum thickness; #220 (Commercial) and Nickel Silver are available as options. Finishes available:
1. #4 Brushed Satin; Lacquered
  2. #4 Statuary Bronze; Lacquered
  3. #6 Brushed Satin; Lacquered
  4. #8 Highly Polished (mirror finish); Lacquered
- M. **Wood:** Wood components of the doors shall be Oak or Mahogany; call factory for exotic specimens.

### PART III – EXECUTION

#### 3.01 Examination

- A. **Inspection:** Installer must examine the location and advise the Contractor of any site conditions unacceptable for proper installation of product. These conditions include but are not limited to the following:
1. Door must be installed on finished floor.
  2. Finished floor must be completely level at any point within the footprint of the door.



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3. Electrical power and control connections must be properly located and of correct characteristics.
  4. Recessed and supplemental framing must comply with requirements on approval shop drawings.
- B. Installer shall proceed with installation once conditions affecting installation and performance of revolving door entrance meet manufacturer's requirements.

#### 3.02 REVOLVING DOOR INSTALLATION

- A. **General:** Comply with revolving door entrance manufacturer's written installation instruction and approved shop drawings.
- B. **Construction:** Install revolving doors in accordance with manufacturer's printed instructions. Set units level, plumb, and with uniform hairline joints. Anchor securely into place. Use only factory-authorized installers. Revolving door to be installed after other finishing operations have been completed.
- C. **Structural Connection:** Secure revolving door entrance components to building structure and supports as indicated on approved shop drawings, utilizing approved fasteners and spacing (for doors without the free-standing option).
- D. **Glass Installation:** Install glass and enclosure panels in accordance with Section 088000 "Glazing".
- E. **Electrical Power:** Complete connections to electrical power, lighting and controls in accordance with requirements of respective Division 26 and Division 28 Sections.
- F. **Lubrication:** Lubricate breakaway mechanism disc "V-groove", hanger guide pins, and floor pivot lithium grease.

#### 3.03 REVOLVING DOOR ADJUSTMENT

- A. **Hardware and Operating Components:** Adjust to produce smoother operation, and tight, uniform fit
- B. **Door Rotations per Minute:** Adjust speed control to required timing and force
- C. **IRD Carrier Arm Door Return and Push Assist (Optional):** Test and adjust components for smooth operation and functionality
- D. **Door Locks:** Adjust latches and locks for smooth operations
- E. **IRD Carrier Arm Electric Shaft and Wing E-Lock (Optional):** Test and adjust components for smooth operations and functionality

#### 3.04 REVOLVING DOOR MAINTENANCE



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TURNER  
Interiors

- A. Off-Site Instruction: A factory-trained technician shall demonstrate to the owner's maintenance crew the proper operation of the door and the necessary service requirements such as lubrication, cleaning, and inspection of components upon completion of installation.
- B. On-Site Instruction (Optional): A factory-trained technician shall demonstrate to the owner's maintenance crew the proper operation of the door and the necessary service requirements such as lubrication, cleaning, and inspection of components upon completion of installation.
- C. Cleaning: Installer shall clean metal and glass surfaces carefully after installation to remove excess caulk, dirt and labels.
- D. Routine Maintenance: Every three months, manufacturer shall fold wings and check operation. Use a clean, dry paintbrush to remove any accumulation of dirt from areas around the hold plunger and V-recess. Wipe off guide pins and pilot pin on hangers and wipe out grooves in disc with a slightly oiled cloth to ensure trouble free operation.
- E. Technical Support: Manufacturer shall provide twelve (12) months of over the phone technical support

IRD Group, Inc. dba: International Revolving Door reserves the right to change this specification at any time without notice.



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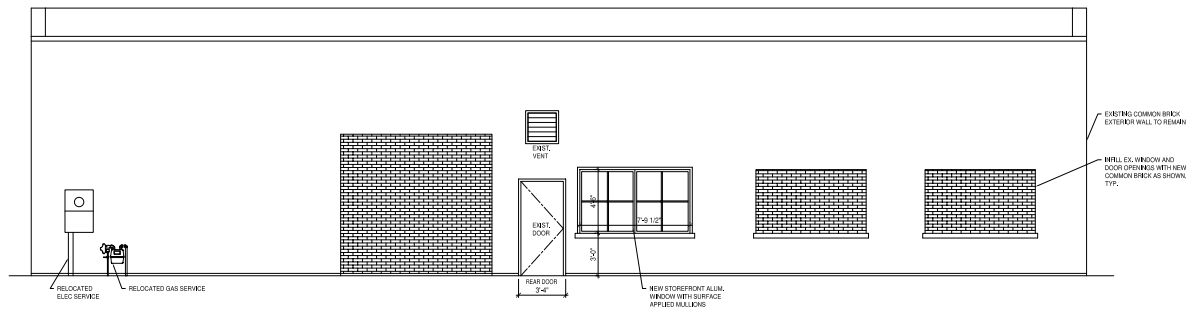




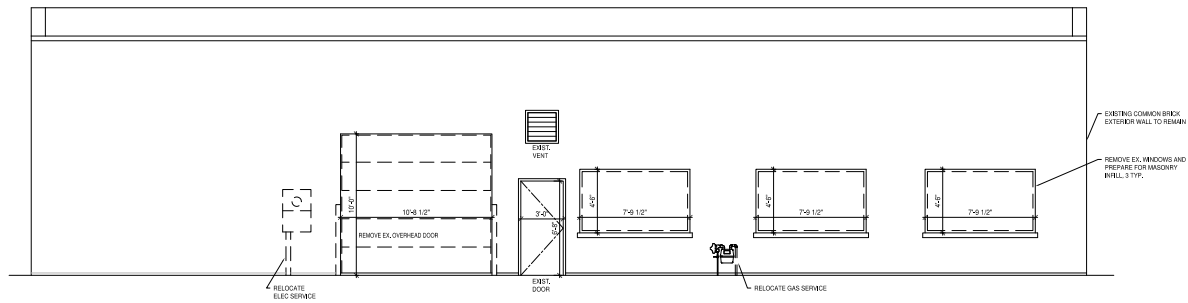








**2** PROPOSED REAR ELEVATION  
 A1.1 Scale: 1/4" = 1'-0"



**1** REAR ELEVATION DEMOLITION  
 A1.1 Scale: 1/4" = 1'-0"

1	Appearance Review	06.12.2024
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The Fitz Collective  
 Medical Spa  
 Interior Build-Out

630 Green Bay Road  
 Kenilworth, IL 60143



**nine** NINE 4 NINE  
 LEISH ANN HEUSDENS  
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REAR ELEVATIONS

Sheet number:  
**A1.1**







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## Request for Board Action

**Agenda Item:** V.B.7

**Considered By:**

Village Board  
Public Safety Committee

**Date:**

02/18/25  
01/17/25

**Staff Contact:** Bryan Carlson, Chief of Police

**Subject:** Adoption of an Ordinance Amending Title III. Administration, Chapter 32  
Departments of the Village of Kenilworth Code of Ordinances Concerning Police  
Department

**Summary:** This amended Code of Ordinances provides updated guidelines pertaining to the employment of members of the Police Department. On January 17, 2025, the Public Safety Committee reviewed the amendments and recommended the Village Board adopt it at the Village Board meeting on February 18, 2025.

**Background of Matter:** The Kenilworth Police Department (KPD) experienced a full time Police Officer retirement and a full time Police Officer resignation in late 2024. This staff shortage prompted KPD to review our Police Officer recruitment and selection process. Our process was dated, deficient, and not aligned with current hiring standards and best practices.

After consulting and collaborating with the Village Manager and the Village's Labor Attorney, KPD edited more than 25 documents associated with our recruitment and selection process. KPD also developed a Standard Operating Procedure to augment this process. In collaboration with the Village Manager, the topic of amendment recommendations to the Village Code were reviewed. Amending the Village Code along with updating our recruitment and selection process will ensure a fair and equitable method of recruiting and selecting individuals for the position of probationary Police Officer.

**Financial Impact:** None

**Recommendation:** The Police Chief recommends that the Village Board consider and adopt the amended Title III. Chapter 32 Departments of the Village of Kenilworth Code of Ordinances concerning the Police Department as presented.

**Attachment:**

- Ordinance - Title III. Chapter 32

**VILLAGE OF KENILWORTH**

**ORDINANCE NO. xxx**

**AN ORDINANCE AMENDING TITLE III. ADMINISTRATION,  
CHAPTER 32 DEPARTMENTS, OF THE  
VILLAGE OF KENILWORTH CODE OF ORDINANCES  
CONCERNING POLICE DEPARTMENT**

**WHEREAS**, the Village of Kenilworth (“Village”) is an Illinois municipal corporation organized and existing under the Constitution and laws of the State of Illinois; and

**WHEREAS**, Title III. Chapter 32 of the Kenilworth Village Code of Ordinances (“Village Code”), regulates Departments; and

**WHEREAS**, the Village President and Board of Trustees desire to amend Title III. Chapter 32 of the Village Code, as set forth in this Ordinance; and

**WHEREAS**, the Village President and Board of Trustees have determined that it is in the best interests of the Village and its residents to amend Title III. Chapter 32 of the Village Code, as set forth in this Ordinance.

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

**Section 1. Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Ordinance as though fully set forth in this Section.

**Section 2. Amendments to Title III. Chapter 32 of the Village Code.** Title III. (“Administration”), Chapter 32 (“Police Department”) of the Village Code is hereby amended as follows (double-underlined, deletions struck through) (omitted language is not intended to be amended):

**TITLE III. ADMINISTRATION**

\* \* \*

**CHAPTER 32 DEPARTMENTS**

\* \* \*

**POLICE DEPARTMENT**

\* \* \*

### § 32.32 EMPLOYMENT OF MEMBERS.

(A) The Village Board may from time to time specify the number of ~~regular, special and part-time police officers (including regular, special, and/or part-time officers)~~ to be employed by the village. Whenever a vacancy occurs, the Chief shall, subject to the approval of the Village Board, employ a new member to fill the position. In case of emergency or in times of peril, danger, riot or pestilence, or apprehension thereof, the Village President may appoint or employ special and part-time police officers to act during the emergency, subject to the approval of the Village Board at its next regular meeting.

#### (B) Hiring Requirements of All Officers

The following hiring requirements apply to all potential officers:

- (1) Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.
- (2) Be at least 21 years of age.
  - a. No person shall be employed as a regular member of the Department unless he or she is not more than 35 years of age at the time of the beginning of the employment, nor until he or she has first passed the mental and physical tests required by the Chief of Police.
- (3) Pass a background check.
- (4) Possess a high school diploma or GED certificate.
- (5) Possess a valid State of Illinois driver's license.
- (6) Possess a valid FOID card.

The Village reserves the right to change or add to these requirements as it deems appropriate.

#### (BC) Part-time police officers.

(1) ~~Employment.~~ ~~Part-time police officers serve at the discretion of the village, shall not have any property rights in said employment, and may be removed by the Chief of Police at any time. Part-time police officers shall be under the disciplinary jurisdiction of the Chief of Police.~~ In accordance with the Illinois Pension Code (40 ILCS 5/3-109.a.1), part-time police officers shall not be eligible to participate in the Kenilworth Police Pension Fund.

(2) ~~Duties.~~ A part-time police officer shall have all the responsibilities of a full-time police officer and such specific duties as delineated in the policy manual of the Police Department, but the hours a part-time police officer may work within a calendar year is restricted. Part-time police officers shall not be assigned to supervise or direct full-time police officers. Part-time police officers shall be trained in accordance with the Police Training Act (50 ILCS 705/1 et seq.), and the rules of the Illinois Law Enforcement Training and Standards Board. Part-time police officers shall comply with all applicable rules and policies issued by the Police Department.

(3) ~~Hiring standards.~~ ~~Any person employed as a part time police officer must at least meet the following standards:~~

- ~~(a) Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.~~
- ~~(b) Be at least 21 years of age.~~
- ~~(c) Pass a background check.~~
- ~~(d) Possess a high school diploma or GED certificate.~~
- ~~(e) Possess a valid State of Illinois driver's license.~~

- ~~(f) Possess no prior felony convictions.~~
- ~~(g) Any individual who has served in the U.S. military must have been honorably discharged.~~

Any part-time officer hired who has not yet received certification under Section 8.2 of the Police Training Act (50 ILCS 705/8.2) shall be directly supervised.

(D) All officers serve at the discretion of the Village, shall not have any property rights in said employment, and may be removed by the Chief of Police at any time.

**§ 32.33 QUALIFICATIONS OF MEMBERS; DISMISSAL FOR INTEMPERANCE. RESERVED**

~~(A) No person shall be employed or retained as a member of the Police Department who is not a citizen of the United States of America, who has not attained the age of 21 years, or who is not physically or mentally qualified to perform the duties required of him or her to the satisfaction of the Chief of Police. No person shall be employed as a regular member of the Department unless he or she is not more than 35 years of age at the time of the beginning of the employment, nor until he or she has first passed the mental and physical tests required by the Chief of Police.~~

~~(B) No person shall be employed as a police officer who is not strictly temperate, and in case any person shall be intoxicated or under the influence of liquor while on duty, or in uniform as a police officer, he or she shall be immediately dismissed or suspended from the force, but shall be entitled to request a hearing before the Public Safety/Community Affairs Committee of the village in the manner prescribed in this chapter.~~

\* \* \*

**Section 5. Superseder.** In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the Village, the terms of this Ordinance shall govern.

**Section 6. Severability.** If any part, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections, and clauses shall not be affected thereby.

**Section 7. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, in accordance with law. The provisions of the Village Code Chapters 32 amended herein shall be reprinted with the changes indicated in this Ordinance.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Cecily Kaz  
Village President

ATTEST:

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Michael Gagnon  
Village Clerk



## Request for Committee Action

**Agenda Item:** V.B.8

**Considered By:**  
Village Board

**Date:**  
02/18/25

**Staff Contact:** Katarzyna Thake, Administration

**Subject:** Adoption of an Ordinance Approving a Third Amendment to the Purchase and Sale Agreement with John Michael and Daniel Michael Regarding the Property Located at 604 Green Bay Road

**Summary:** On March 18, 2024, the Village Board adopted Ordinance No. 1354 Approving the Purchase and Sale Agreement with John Michael and Daniel Michael (Purchaser) for 604 Green Bay Road. Currently in the “Inspection Period”, the Purchaser is requesting a second extension for the purposes of providing the Purchaser additional time to secure zoning entitlement approval. If approved, the amendment would grant the Purchaser until April 22, 2025.

**Background of Matter:** In March 2024, the Board approved the Purchase and Sale Agreement for 604 Green Bay Road. Due to the Purchaser being unable to secure a purchase agreement with the owners of the neighboring property at 600 Green Bay Road, the Board subsequently approved an amendment modifying the parameters of the development.

The Purchaser is now in the “Initial Permitting and Entitlement Period” of the agreement, during which time they are permitted to seek regulatory approvals for construction and operations of the Development. Presently, the Purchaser is requesting a third amendment to allow for entitlement process to move through approvals. If the amendment is approved, the developer will continue to create plans for the property and follow the planned unit development process as required by municipal code. If the Purchaser determines there is no support for the development, they may terminate the agreement, pursuant to the terms of the agreement.

**Financial Impact:** No financial impact is anticipated for the recommended action.

**Recommendation:** The Village Manager recommends that the Village Board review and approve an Ordinance Approving a Third Amendment to the Purchase and Sale Agreement with John Michael and Daniel Michael Regarding the Property Located at 604 Green Bay Road.

**Attachments:**

- Ordinance approving a third amendment to the purchase and sale agreement with John Michael and Daniel Michael regarding the property located at 604 Green Bay Road
- Third Amendment to the Purchase and Sale Agreement

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH JOHN MICHAEL AND DANIEL MICHAEL REGARDING THE PROPERTY LOCATED AT 604 GREEN BAY ROAD**

Passed by the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Printed and published in pamphlet form by  
authority of the President and Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2025

VILLAGE OF KENILWORTH, ILLINOIS

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

**VILLAGE OF KENILWORTH  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE PURCHASE AND SALE  
AGREEMENT WITH JOHN MICHAEL AND DANIEL MICHAEL REGARDING THE  
PROPERTY LOCATED AT 604 GREEN BAY ROAD**

**WHEREAS**, the Village of Kenilworth (“**Village**”) is an Illinois municipal corporation organized and operating in accordance with the State of Illinois Constitution and the Illinois Municipal Code 65 ILCS 5/1, *et seq.*) (“**Code**”); and

**WHEREAS**, on March 18, 2024, the Village passed Ordinance No. 1354 approving a Purchase and Sale Agreement (as amended, “**Agreement**”) with John Michael and Daniel Michael (collectively, “**Michael**”) to facilitate the sale to Michael of the Village-owned property commonly known as 604 Green Bay Road (“**Property**”); and

**WHEREAS**, on May 20, 2024, the Village passed Ordinance No. 1357 approving the First Amendment to the Agreement to extend performance deadlines and make related modifications to the Agreement; and

**WHEREAS**, on September 16, 2024, the Village passed Ordinance No. 1363 approving the Second Amendment to the Agreement to provide additional time to complete a soil compaction test; and

**WHEREAS**, the Property is located in the Green Bay Road Redevelopment Project Area (“**TIF District**”); and

**WHEREAS**, the Code (65 ILCS 5/11-74.4-4(b), (c)) authorizes the Village to make and enter into all contracts that are necessary or incidental to implement and further the Village’s redevelopment plan for the TIF District, all in the manner and at the price the Village deems reasonably necessary; and

**WHEREAS**, the Code (65 ILCS 5/11-74.4-4(b), (c)) and other applicable law authorize the Village to convey title to the Property subject to the Village’s future approval of a redevelopment agreement; and

**WHEREAS**, Michael proposes to amend the Agreement to provide additional time to pursue zoning entitlement approval; and

**WHEREAS**, the Village’s Corporate Authorities find that it is in the Village’s best interests to approve the Third Amendment to the Purchase and Sale Agreement attached as Exhibit 1 (“**Third Amendment**”), that doing so will promote the public health, safety, morals, and welfare, and that doing so will further the Village’s redevelopment plan for the TIF District;

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

**SECTION 1. Recitals and Exhibits.** The foregoing recitals and all exhibits attached to this Ordinance are incorporated as though fully set forth in this Section 1.

**SECTION 2. Amendment Approved.** The Third Amendment attached as Exhibit 1 is hereby approved, subject to Village Attorney review. The Village Manager is authorized and directed to execute the Third Amendment on the Village's behalf and to take all actions necessary to implement the Third Amendment's terms.

**SECTION 3. Repeal.** All ordinances, resolutions, or parts thereof in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

**SECTION 4. Saving.** Any section or provision of this Ordinance that is construed to be invalid or void shall not affect the remaining sections or provision of this Ordinance, which shall remain in full force and effect.

**SECTION 5. Effective Date.** This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Village President

ATTEST:

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Village Clerk

Exhibit 1

**Third Amendment to Purchase and Sale Agreement**

[Attached]

4851-0538-2008, V. 1

**THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (“Third Amendment”)** is made and entered into this \_\_\_ day of February, 2025 (“**Third Amendment Effective Date**”) by and between Village of Kenilworth, an Illinois municipal corporation (“**Village**” or “**Seller**”), and Daniel Michael and John Michael or their assignee, (“**Purchaser**”) (collectively, the Village / Seller and Purchaser are the “**Parties**” and, sometimes, individually, a “**Party**”).

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**RECITALS**

A. On or about March 18, 2024, the Village approved Ordinance No. 1354 authorizing approval of the Purchase and Sale Agreement between the Village and the Purchaser dated April 5, 2024 (as amended, “**Agreement**”) concerning the Property commonly known as 604 Green Bay Road, Kenilworth, Illinois (“**Property**”).

B. On or about May 20, 2024, the Village passed Ordinance No. 1357 approving the First Amendment to the Agreement to extend performance deadlines, waive certain contingencies, and modify details concerning the Property’s future development.

C. On or about September 16, 2024, the Village passed Ordinance No. 1363 approving the Second Amendment to the Agreement to allow additional time for the Purchaser to complete a soil compaction test.

D. The Parties completed additional diligence concerning the Property and determined that (i) the drop shaft chamber currently located under the Property will be abandoned in place and (ii) the Parties will meet and confer about allocating cost increases associated with the Sewer Work.

E. The Purchaser now seeks to further amend the Agreement to secure additional time to pursue zoning entitlement approval, and the Seller is amendable to amending the Agreement in accordance with this Third Amendment.

**NOW, THEREFORE**, in consideration of the promises, covenants and agreements hereinafter contained and expressed, and for other good and valuable consideration, the receipt and sufficiency being hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated as though fully set forth in this Section 1.

2. Capitalized Terms; Conflict. Any capitalized term used herein but not defined herein, shall have the meaning given to such term in the Agreement. In the event of any conflict

between the terms and conditions hereof and those set forth in the Agreement, the terms and conditions of this Third Amendment shall control.

3. Initial Permitting and Entitlement Period Amended. Agreement Section 5(e) is amended to provide that the Initial Permitting and Entitlement Period will expire at 5 p.m. CST on April 22, 2025. For the avoidance of doubt, Purchaser shall not be required to pay the Second Installment or any Extension Payment in exchange for this extension.

4. Binding Effect. This Third Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and the Purchaser.

5. One Agreement. The Agreement, First Amendment, Second Amendment, and Third Amendment shall be construed as one instrument. The terms and provisions of the Agreement not specifically modified by this Third Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged, or otherwise altered by this Third Amendment. The terms and provisions of the Agreement are incorporated herein by reference as if fully stated herein.

6. Amendment. The terms and conditions of the Third Amendment may not be modified, amended, altered, or otherwise affected except by instrument in writing executed by the Parties.

7. Final Form. This Third Amendment represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the Parties. There are no unwritten oral agreements between the Parties.

8. Severability. If any term or provision of this Third Amendment, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Third Amendment, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each provision of this Third Amendment shall be valid and shall be enforceable to the extent permitted by law.

9. Authority. Each Party represents and warrants to the other that it has the requisite authority to enter into this Third Amendment, and each party shall, upon request, provide evidence of such authority acceptable to the other at the time of execution of this Third Amendment.

10. Counterparts and Electronic Signatures. It is hereby agreed that electronic and photocopies of signatures shall be deemed an original and shall be binding on this Third Amendment. This Third Amendment may be signed and countersigned at different times and all countersignatures shall be binding and of full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment as of

the day and year set forth below.

**PURCHASER:**

**John Michael**

DocuSigned by:

*John Michael*

F5FD45C7F63F488...

Date: 2/12/2025

**Daniel Michael**

DocuSigned by:

*Daniel Michael*

DB885C6B5CE14C4...

Date: 2/12/2025

**SELLER:**

**Village of Kenilworth,**  
an Illinois municipal corporation

**Attest**

\_\_\_\_\_  
Cecily Kaz, Village President

\_\_\_\_\_  
Michael Gagnon, Village Clerk

Date: \_\_\_\_\_

<b>BUILDING PERMITS ISSUED BY THE VILLAGE OF KENILWORTH DURING THE MONTH OF JANUARY 2025</b>					
<b>PERMIT NO.</b>	<b>ADDRESS</b>	<b>TYPE OF WORK</b>	<b>COST OF IMPROVEMENT</b>	<b>PERMIT FEE</b>	<b>PIN</b>
PB24-0185	521 ROSLYN RD	Res Interior Alt or Repair	\$737,200.00	\$24,180.16	05282060130000
PB24-0191	78 ROBART RD	Res Interior Alt or Repair	\$13,200.00	\$496.00	05273000410000
PB24-0209	707 CUMMINGS AVE	Res Patio-Hardscape	\$29,756.00	\$1,092.68	05281050260000
PB25-0003	526 EARLSTON RD	Res Patio-Hardscape	\$13,932.99	\$467.99	05284010300000
PB25-0004	200 WARWICK RD	Res Plumbing	\$4,850.00	\$245.50	05271070160000
PB25-0005	433 SHERIDAN RD	Res Interior Alt or Repair	\$6,920.00	\$307.60	05221000190000
PB25-0006	618 MELROSE AVE	Res Sewer-Water Service	\$6,450.00	\$293.50	05282160090000
PB25-0010	527 WARWICK RD	Res UG Storage Tank Removal	\$2,500.00	\$75.00	05282150040000
PB25-0012	639 RIDGE RD	Res Window-Door	\$3,950.00	\$118.50	05281050290000
PT2023-025	240 KENILWORTH AVE	Res Tree Removal	\$0.00	\$0.00	05271010070000
PT2023-030	43 KENILWORTH AVE	Res Tree Removal	\$0.00	\$0.00	05221000560000
PT2023-049	632 MELROSE AVE	Res Tree Removal	\$0.00	\$0.00	05282160050000
PT2023-052	531 KENILWORTH AVE	Res Tree Removal	\$0.00	\$0.00	05284010210000
PT2024-016	643 ABBOTSFORD RD	Res Tree Removal	\$0.00	\$100.00	05282040040000
PT2024-017	111 KENILWORTH AVE	Res Tree Removal	\$0.00	\$0.00	05271000490000
PT2025-001	610 MELROSE AVE	Res Tree Removal	\$0.00	\$0.00	05282160110000
TOTALS IN JANUARY 2025			\$818,758.99	\$27,376.93	
16 PERMITS ISSUED IN JANUARY 2025					
4 Issued in JANUARY 2024		Jan-24	\$100,694.00	\$6,951.36	
Total Permits Issued 2025 Fiscal Year	16	2025 FY To Date	\$818,758.99	\$27,376.93	



PERIOD ENDING 02/28/2025

% Fiscal Year Completed: 16.16

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENDITURES BOOK AS OF 02/12/2025

GL NUMBER	DESCRIPTION	ACTIVITY FOR			ACTIVITY FOR			% BDGT USED
		2024 AMENDED BUDGET	MONTH 02/29/24	YTD BALANCE 02/29/2024	2025 AMENDED BUDGET	MONTH 02/28/25	YTD BALANCE 02/28/2025	
Fund 01 - GENERAL FUND								
01-100-5021	AUDITING	25,215.00	910.00	910.00	22,200.00	0.00	0.00	0.00
01-100-5022	JULIE FEES	900.00	0.00	0.00	543.00	542.85	542.85	99.97
01-100-5023	PLAN REVIEW & INSPECT. SERVICE	56,750.00	6,765.31	6,765.31	131,096.00	240.00	240.00	0.18
01-100-5036	PRINTING AND PUBLISHING	9,100.00	(1,016.00)	(202.00)	10,750.00	266.00	333.65	3.10
01-100-5041	TELEPHONE	2,400.00	192.76	385.27	2,366.00	192.84	192.84	8.15
01-100-5042	CELL PHONE	650.00	47.31	47.31	600.00	0.00	0.00	0.00
01-100-5051	MISCELLANEOUS SERVICE	11,638.00	816.88	1,506.44	11,373.00	0.00	1,136.89	10.00
01-100-5071	POSTAGE	3,660.00	0.00	0.00	1,440.00	759.31	759.31	52.73
01-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	11,570.00	2,793.00	3,258.11	14,041.00	66.00	3,375.26	24.04
01-100-5092	PROFESSIONAL SERVICES	9,917.00	1,462.18	1,622.18	9,270.00	0.00	0.00	0.00
01-100-5093	PROF SERVICE-FINANCE	59,535.00	0.00	0.00	65,476.00	0.00	0.00	0.00
01-100-5095	PROF SERVICES-BPZ-MISC	67,200.00	4,220.60	5,455.35	90,418.00	5,336.62	7,438.57	8.23
01-100-5096	PROF SERVICES-PLANNING	77,500.00	799.00	799.00	219,467.00	0.00	0.00	0.00
01-100-5098	PROF SERVICES-HISTORIC PRESERV	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00
01-100-5099	PROF SERVICES-ECON DEVELOPMENT	22,500.00	0.00	0.00	8,000.00	0.00	0.00	0.00
01-100-5100	PROFESSIONAL SERVICES-IT	44,784.00	3,352.69	3,352.69	41,750.00	3,321.88	3,321.88	7.96
01-100-5178	REPAIR/MAINT VEHICLE & EQUIP	500.00	0.00	0.00	0.00	0.00	0.00	0.00
01-100-6024	OFFICE SUPPLIES	2,500.00	70.27	70.27	2,120.00	59.99	99.49	4.69
01-100-6025	OTHER SUPPLIES	600.00	33.44	115.73	800.00	0.00	44.94	5.62
01-100-7003	RECRUITMENT & TRAINING	2,400.00	300.00	610.00	1,925.00	100.00	165.00	8.57
01-100-7005	MISCELLANEOUS EXPENSE	1,440.00	16.24	5,871.91	1,800.00	0.00	15.70	0.87
01-100-7006	MEETINGS & CONFERENCES	1,770.00	0.00	198.54	4,315.00	0.00	0.00	0.00
01-100-7030	VILLAGE EVENTS	250.00	0.00	150.00	250.00	0.00	0.00	0.00
01-100-7395	FUNDS TRANSFER OUT	0.00	0.00	0.00	350,000.00	0.00	0.00	0.00
01-100-8003	SOFTWARE	13,044.00	23.17	2,713.15	15,775.00	23.17	2,781.55	17.63
01-100-8004	COMPUTER EQUIPMENT	0.00	21.99	21.99	0.00	0.00	0.00	0.00
01-200-5001	MAINTENANCE OF OFFICE EQUIP	1,205.00	0.00	0.00	200.00	0.00	0.00	0.00
01-200-5004	INSURANCE-GENERAL LIABILITY	90,497.00	0.00	86,157.50	95,000.00	0.00	95,000.00	100.00
01-200-5005	INSURANCE-WORKERS COMP	37,616.00	0.00	36,924.50	38,000.00	0.00	34,066.00	89.65
01-200-5024	VILLAGE ATTORNEY-BASE	55,000.00	1,927.69	1,927.69	60,000.00	247.50	247.50	0.41
01-200-5025	VILLAGE PROSECUTOR	4,200.00	350.00	700.00	4,200.00	350.00	350.00	8.33
01-200-5027	VILL ATTORNEY-COMP PLAN & COMM	8,000.00	5,782.00	5,782.00	10,000.00	0.00	0.00	0.00
01-200-5028	VILL ATTORNEY ZONING/ZBA	21,000.00	2,033.50	2,033.50	27,500.00	0.00	0.00	0.00
01-200-5044	INTERNET SERVICES	2,520.00	209.54	209.54	3,000.00	219.55	219.55	7.32
01-300-4010	MAINTENANCE SALARIES	15,472.00	1,200.42	2,400.84	16,134.00	625.66	1,876.87	11.63
01-300-4011	OVERTIME	1,200.00	16.45	166.61	1,200.00	24.37	59.99	5.00
01-300-4019	MERIT-VACATION BUY BACK	150.00	0.00	0.00	0.00	0.00	0.00	0.00
01-300-4028	EMPLOYEE BENEFITS-MEDICAL	4,366.00	312.67	265.53	4,653.00	356.94	304.28	6.54
01-300-4029	EMPLOYEE BENEFITS-DENTAL	268.00	17.94	14.97	269.00	19.40	16.42	6.10
01-300-4031	FICA & MEDICARE EMPLOYER	1,260.00	88.90	188.04	1,315.00	47.51	141.47	10.76
01-300-4032	IMRF-EMPLOYER	331.00	21.35	41.75	346.00	4.81	14.32	4.14
01-300-5046	OUTSIDE MAINT-TRAIN STATION	4,000.00	405.90	928.62	4,446.00	0.00	433.12	9.74
01-300-5047	OUTSIDE MAINT SERVICES-PW	8,275.00	1,320.00	1,320.00	4,500.00	0.00	183.00	4.07
01-300-5048	OUTSIDE MAINT SERVICE-VIL HALL	17,380.00	1,140.00	3,120.00	20,460.00	0.00	1,980.00	9.68
01-300-5092	PROFESSIONAL SERVICES	50.00	0.00	0.00	50.00	0.00	0.00	0.00
01-300-6023	JANITORIAL SUPPLIES	1,600.00	160.96	160.96	1,700.00	0.00	151.35	8.90
01-300-6024	BLDG REPAIRS-TRAIN STATION	500.00	0.00	8.07	250.00	8.96	57.14	22.86
01-300-6025	BLDG REPAIRS-VILLAGE HALL	5,000.00	3,950.55	3,953.68	8,000.00	262.29	677.10	8.46
01-300-6026	BLDG REPAIRS-PUBLIC WORKS	6,000.00	87.18	1,127.18	0.00	0.00	0.00	0.00
01-300-6027	MAINT & CONSTRUCTION SUPPLIES	2,000.00	0.00	7.63	2,000.00	0.00	(16.53)	(0.83)
01-300-6028	HEATING, ELECT & WATER UTIL	2,700.00	0.00	0.00	0.00	0.00	0.00	0.00
01-400-4010	REGULAR SALARIES	207,664.00	16,399.51	32,798.96	217,820.00	8,547.49	25,642.56	11.77
01-400-4011	OVER TIME SALARIES	10,000.00	171.28	1,733.02	7,000.00	253.47	624.26	8.92
01-400-4019	MERIT-VACATION BUY BACK	1,560.00	0.00	0.00	1,300.00	0.00	0.00	0.00
01-400-4028	EMPLOYEE BENEFITS-MEDICAL	45,402.00	3,455.41	2,902.02	51,411.00	3,962.04	3,335.30	6.49

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PERIOD ENDING 02/28/2025

% Fiscal Year Completed: 16.16

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENDITURES BOOK AS OF 02/12/2025

GL NUMBER	DESCRIPTION	ACTIVITY FOR			ACTIVITY FOR			% BDGT USED
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Fund 01 - GENERAL FUND								
01-400-4029	EMPLOYEE BENEFITS-DENTAL	2,791.00	197.71	161.85	2,791.00	215.64	179.77	6.44
01-400-4030	EMPLOYEE BENEFITS-LIFE	386.00	23.70	59.35	410.00	0.00	36.43	8.89
01-400-4031	FICA & MEDICARE EMPLOYER	15,210.00	1,217.30	2,540.89	15,853.00	646.55	1,929.36	12.17
01-400-4032	IMRF EMPLOYER	4,406.00	291.23	562.43	4,590.00	65.13	194.42	4.24
01-400-4033	UNEMPLOYMENT EMPLOYER	195.00	28.26	28.26	550.00	0.00	11.58	2.11
01-400-4039	EMPLOYEE BENEFITS-OTHER	0.00	0.00	0.00	1,020.00	0.00	0.00	0.00
01-400-5041	TELEPHONE	780.00	61.61	123.22	960.00	67.05	134.83	14.04
01-400-5042	CELLULAR PHONE SERVICE	2,200.00	167.15	167.15	2,220.00	187.15	187.15	8.43
01-400-5048	OUTSIDE MAINTENANCE SERVICE	32,000.00	597.20	1,369.07	34,000.00	0.00	0.00	0.00
01-400-5091	DUES, MEMBERSHIP & SUBSCRIPTION	7,500.00	25.00	474.00	7,830.00	0.00	0.00	0.00
01-400-5093	PROF SERVICE-FINANCE	2,205.00	0.00	0.00	2,303.00	0.00	0.00	0.00
01-400-5178	REPAIR/MAINT VEHICLES & EQUIP	9,000.00	390.75	518.60	6,000.00	476.82	524.83	8.75
01-400-5184	SIGNS-TRAFFIC & STREETS	2,000.00	375.78	375.78	1,000.00	0.00	0.00	0.00
01-400-5322	ENGINEERING SERVICES	11,724.50	0.00	0.00	0.00	0.00	0.00	0.00
01-400-5346	EQUIPMENT RENTAL	3,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00
01-400-6024	OFFICE SUPPLIES	200.00	0.00	0.00	200.00	0.00	0.00	0.00
01-400-6025	OTHER SUPPLIES	1,500.00	689.49	719.52	1,500.00	0.00	0.00	0.00
01-400-6027	MAINT & CONSTRUCTION SUPPLIES	12,768.37	591.00	1,420.44	12,000.00	0.00	0.00	0.00
01-400-6029	UNIFORMS	3,000.00	235.68	375.42	2,400.00	50.66	303.96	12.67
01-400-6036	SAFETY EQUIPMENT	500.00	378.37	378.37	500.00	0.00	150.30	30.06
01-400-6038	SNOW REMOVAL SUPPLIES	22,007.13	10,546.95	13,604.19	30,000.00	0.00	0.00	0.00
01-400-7002	FUEL	12,000.00	0.00	0.00	8,500.00	0.00	0.00	0.00
01-400-7003	RECRUITMENT & TRAINING	1,000.00	0.00	0.00	500.00	0.00	0.00	0.00
01-400-7005	MISCELLANEOUS EXPENSE	500.00	0.00	0.00	500.00	0.00	0.00	0.00
01-400-8002	MACHINERY & EQUIPMENT	1,250.00	0.00	0.00	500.00	0.00	0.00	0.00
01-400-8003	COMPUTER SOFTWARE	1,661.00	0.00	0.00	2,200.00	0.00	9.20	0.42
01-500-4010	REGULAR SALARIES	37,964.00	2,600.25	5,200.47	32,733.00	1,326.83	3,980.49	12.16
01-500-4019	MERIT-VACATION BUY BACK	3,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00
01-500-4028	EMPLOYEE BENEFITS-MEDICAL	3,980.00	608.35	560.34	2,015.00	475.79	447.46	22.21
01-500-4029	EMPLOYEE BENEFITS-DENTAL	220.00	21.04	18.09	111.00	1.89	0.28	0.25
01-500-4031	FICA & MEDICARE EMPLOYER	2,904.00	194.63	389.26	2,030.00	100.31	300.94	14.82
01-500-4032	IMRF EMPLOYER	763.00	45.75	85.01	658.00	9.81	29.45	4.48
01-500-5093	PROF SERVICE-FINANCE	2,205.00	0.00	0.00	2,303.00	0.00	0.00	0.00
01-500-5663	WASTE DUMPING CHARGE	52,968.00	0.00	11,817.00	45,877.00	0.00	6,448.00	14.05
01-500-5664	LEAF PICKUP	12,500.00	0.00	0.00	12,500.00	0.00	0.00	0.00
01-600-5091	DUES & SUBSCRIPTIONS	2,500.00	0.00	0.00	2,500.00	49.99	149.99	6.00
01-600-5092	PROFESSIONAL SERVICES	5,100.00	191.25	191.25	5,600.00	255.00	255.00	4.55
01-600-5766	WINTER TREE TRIMMING	17,000.00	17,000.00	17,000.00	25,000.00	25,000.00	25,000.00	100.00
01-600-5767	TREE REMOVAL & TRIMMING	32,000.00	3,885.00	16,970.00	33,000.00	7,650.00	7,825.00	23.71
01-600-5768	TREE PLANTING PROGRAM	11,300.00	0.00	0.00	17,620.00	0.00	0.00	0.00
01-600-6027	MAINT & CONSTRUCTION SUPPLIES	500.00	0.00	1,084.55	600.00	252.33	520.89	86.82
01-700-4010	REGULAR SALARIES	15,472.00	1,200.49	2,401.07	16,134.00	625.68	1,877.02	11.63
01-700-4011	OVERTIME SALARIES	500.00	16.45	166.64	500.00	24.37	60.01	12.00
01-700-4019	MERIT-VACATION BUY BACK	150.00	0.00	0.00	0.00	0.00	0.00	0.00
01-700-4028	EMPLOYEE BENEFITS-MEDICAL	4,366.00	312.67	265.51	4,653.00	356.94	304.26	6.54
01-700-4029	EMPLOYEE BENEFITS-DENTAL	268.00	17.94	14.93	269.00	19.40	16.42	6.10
01-700-4031	FICA & MEDICARE EMPLOYER	1,222.00	88.92	188.08	1,277.00	47.52	141.52	11.08
01-700-4032	IMRF EMPLOYER	321.00	21.37	41.78	336.00	4.81	14.33	4.26
01-700-5048	OUTSIDE MAINTENANCE SERVICE	6,500.00	0.00	0.00	8,096.00	0.00	0.00	0.00
01-700-5178	REPAIR/MAINT VEHICLES & EQUIP	2,500.00	0.00	0.00	600.00	0.00	0.00	0.00
01-700-6025	OTHER SUPPLIES	3,500.00	217.72	217.72	2,300.00	0.00	0.00	0.00
01-700-6028	HEATING, ELECT & WATER UTIL	8,000.00	1,020.39	1,020.39	12,000.00	0.00	0.00	0.00
01-700-7002	FUEL	800.00	0.00	0.00	375.00	0.00	0.00	0.00
01-700-8015	CABLING, POSTS & LANTERNS	3,350.00	0.00	0.00	3,500.00	698.50	692.44	19.96
01-800-3402	BEACH FEES	45,000.00	100.00	200.00	50,000.00	0.00	0.00	0.00

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REVENUES AND EXPENDITURES BOOK AS OF 02/12/2025

GL NUMBER	DESCRIPTION	ACTIVITY FOR			ACTIVITY FOR			% BDGT USED
		2024 AMENDED BUDGET	MONTH 02/29/24	YTD BALANCE 02/29/2024	2025 AMENDED BUDGET	MONTH 02/28/25	YTD BALANCE 02/28/2025	
Fund 01 - GENERAL FUND								
01-800-3989	OTHER INCOME	5,000.00	0.00	0.00	645.00	0.00	0.00	0.00
01-800-4021	PART TIME SALARIES	38,000.00	0.00	0.00	45,000.00	0.00	0.00	0.00
01-800-4031	FICA & MEDICARE EMPLOYER	2,754.00	0.00	0.00	3,500.00	0.00	0.00	0.00
01-800-4033	UNEMPLOYMENT EMPLOYER	261.00	37.24	37.24	500.00	0.00	15.50	3.10
01-800-5036	PRINTING & PUBLISHING	733.00	14.63	789.63	800.00	837.00	837.00	104.63
01-800-5041	TELEPHONE	780.00	71.87	143.72	1,300.00	79.09	158.18	12.17
01-800-5051	MISCELLANEOUS SERVICES	700.00	0.00	0.00	600.00	0.00	0.00	0.00
01-800-5054	LABORATORY SERVICES	890.00	0.00	0.00	1,200.00	0.00	0.00	0.00
01-800-5091	DUES, MEMBERSHIPS & SUBSCRIPT	2,500.00	0.00	0.00	2,500.00	0.00	0.00	0.00
01-800-5346	EQUIPMENT RENTAL	800.00	0.00	0.00	0.00	0.00	0.00	0.00
01-800-6025	OTHER SUPPLIES	1,500.00	16.56	16.56	2,850.00	0.00	0.00	0.00
01-800-7003	RECRUITMENT & TRAINING	570.00	0.00	0.00	2,870.00	0.00	0.00	0.00
01-800-8002	MACHINERY & EQUIPMENT	735.00	0.00	0.00	200.00	0.00	0.00	0.00
01-800-8007	FACILITY IMPROVE & ALTERATIONS	3,800.00	0.00	0.00	700.00	0.00	0.00	0.00
01-900-4010	REGULAR SALARIES	918,197.00	68,447.18	135,126.47	1,034,347.00	31,151.28	94,984.64	9.18
01-900-4011	OVERTIME SALARIES	45,000.00	885.95	2,961.10	50,000.00	1,085.23	5,765.30	11.53
01-900-4019	MERIT-VACATION BUY BACK	0.00	3,000.00	3,000.00	0.00	0.00	3,400.00	100.00
01-900-4021	PART TIME SALARIES	140,242.00	9,996.53	16,410.98	150,420.00	3,338.95	9,529.93	6.34
01-900-4023	AUTO ALLOWANCE	4,800.00	400.00	800.00	4,800.00	200.00	600.00	12.50
01-900-4028	EMPLOYEE BENEFITS-MEDICAL	210,808.00	17,542.57	15,203.76	223,781.00	20,034.50	17,476.36	7.81
01-900-4029	EMPLOYEE BENEFITS-DENTAL	11,719.00	946.43	803.85	11,720.00	1,017.71	875.14	7.47
01-900-4030	EMPLOYEE BENEFITS-LIFE	1,165.00	130.61	281.76	1,342.00	0.00	151.15	11.26
01-900-4031	FICA & MEDICARE EMPLOYER	34,491.00	3,510.45	6,718.41	37,206.00	1,563.73	4,962.71	13.34
01-900-4032	IMRF EMPLOYER	148.00	78.43	145.00	1,189.00	16.20	51.56	4.34
01-900-4033	UNEMPLOYMENT EMPLOYER	1,786.00	245.33	245.33	3,760.00	0.00	106.04	2.82
01-900-4035	DEF CONTRIB PLAN	20,405.00	1,707.17	3,468.12	25,000.00	852.24	2,726.13	10.90
01-900-4050	TRANSFER OF LEVY FUNDS-POLPEN	816,000.00	0.00	8,663.19	759,873.00	0.00	5,517.94	0.73
01-900-4051	TRANS TO POLPEN-EXTRA	75,000.00	0.00	0.00	20,000.00	0.00	0.00	0.00
01-900-5001	MAINT OF OFFICE EQUIPMENT	100.00	0.00	0.00	50.00	0.00	0.00	0.00
01-900-5036	PRINTING AND PUBLISHING	500.00	0.00	0.00	600.00	0.00	0.00	0.00
01-900-5041	TELEPHONE	2,100.00	157.71	315.22	2,100.00	157.88	157.88	7.52
01-900-5042	CELLULAR PHONE SERVICE	3,816.00	179.25	179.25	2,800.00	215.78	215.78	7.71
01-900-5048	OUTSIDE MAINTENANCE SERVICES	1,500.00	0.00	0.00	1,600.00	0.00	0.00	0.00
01-900-5053	CRIMINAL JUSTICE CONNECTIVITY	4,200.00	187.08	187.08	0.00	0.00	0.00	0.00
01-900-5054	RADIO SYSTEM AIR TIME	5,800.00	556.00	1,112.00	7,488.00	0.00	624.00	8.33
01-900-5071	POSTAGE	200.00	0.00	0.00	125.00	0.00	0.00	0.00
01-900-5091	DUES, MEMBERSHIPS & SUBSCRIPT	26,000.00	15,220.56	23,346.21	40,716.00	260.00	23,952.53	58.83
01-900-5093	MUNICIPAL PARTNERSHIPS	25,000.00	0.00	0.00	24,163.00	0.00	0.00	0.00
01-900-5095	PROFESSIONAL SERVICES-DISPATCH	217,478.00	0.00	54,370.00	234,959.00	0.00	56,544.25	24.07
01-900-5177	REPAIR/MAINT COMPUTER EQUIP	500.00	0.00	135.00	200.00	0.00	0.00	0.00
01-900-5178	REPAIR/MAINT VEHICLES & EQUIP	10,000.00	1,484.00	1,484.00	10,540.00	0.00	79.91	0.76
01-900-6024	OFFICE SUPPLIES	2,200.00	139.56	139.56	1,400.00	165.65	165.65	11.83
01-900-6025	OTHER SUPPLIES	6,500.00	209.55	295.27	5,200.00	703.18	836.92	16.09
01-900-6029	UNIFORMS-PERSON PROTECT EQUIP	9,000.00	1,024.10	1,024.10	12,000.00	0.00	139.00	1.16
01-900-7002	FUEL	16,000.00	0.00	0.00	12,500.00	0.00	0.00	0.00
01-900-7003	RECRUITMENT & TRAINING	11,000.00	994.02	1,625.90	19,725.00	298.00	298.00	1.51
01-900-7004	COMMUNITY SERVICE	3,500.00	4.39	4.39	2,750.00	0.00	0.00	0.00
01-900-7005	MISCELLANEOUS EXPENSE	750.00	0.00	15.00	500.00	0.00	0.00	0.00
01-900-7006	MEETINGS & CONFERENCES	500.00	0.00	0.00	500.00	0.00	0.00	0.00
01-900-8001	OFFICE FURNITURE	500.00	0.00	0.00	300.00	0.00	0.00	0.00
01-900-8002	MACHINERY & EQUIPMENT	500.00	0.00	0.00	8,400.00	0.00	0.00	0.00
01-900-8003	SOFTWARE	3,437.00	0.00	0.00	3,500.00	0.00	9.20	0.26
01-900-8004	COMPUTER EQUIPMENT	300.00	0.00	0.00	1,250.00	0.00	0.00	0.00
01-950-4010	REGULAR SALARIES	13,811.00	1,111.67	2,153.36	12,770.00	537.76	1,682.45	13.17
01-950-4028	EMPLOYEE BENEFITS-MEDICAL	2,895.00	57.24	22.52	3,085.00	79.60	42.49	1.38

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GL NUMBER	DESCRIPTION	ACTIVITY FOR			ACTIVITY FOR			% BDGT USED
		2024 AMENDED BUDGET	MONTH 02/29/24	YTD BALANCE 02/29/2024	2025 AMENDED BUDGET	MONTH 02/28/25	YTD BALANCE 02/28/2025	
Fund 01 - GENERAL FUND								
01-950-4029	EMPLOYEE BENEFITS-DENTAL	162.00	(1.95)	(3.89)	162.00	(0.97)	(2.92)	(1.80)
01-950-4031	MEDICARE	201.00	14.15	27.29	186.00	6.77	21.33	11.47
01-950-5051	MISCELLANEOUS SERVICES	1,800.00	13.37	13.37	1,800.00	0.00	0.00	0.00
01-950-5156	FIRE PROTECTION	467,472.00	233,735.53	233,735.53	479,158.00	239,578.92	239,578.92	50.00
01-950-8002	FOREIGN FIRE EXPENSES	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00
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Fund 01 - GENERAL FUND:								
TOTAL REVENUES		5,192,145.00	213,080.37	441,637.16	5,643,100.00	17,025.28	206,286.03	3.66
TOTAL EXPENDITURES		4,968,788.00	491,667.17	864,694.40	5,530,379.00	378,643.15	742,427.15	13.42
NET OF REVENUES & EXPENDITURES		223,357.00	(278,586.80)	(423,057.24)	112,721.00	(361,617.87)	(536,141.12)	475.64

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

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		2024 AMENDED BUDGET	MONTH 02/29/24	YTD BALANCE 02/29/2024	2025 AMENDED BUDGET	MONTH 02/28/25	YTD BALANCE 02/28/2025	
Fund 02 - SEWER SERVICE FUND								
02-100-3430	SEWER CHARGES	101,200.00	4,200.99	12,275.25	101,000.00	3,603.67	13,961.18	13.82
02-100-3701	INTEREST INCOME	18,000.00	2,084.17	4,560.43	18,000.00	0.00	1,524.87	8.47
02-100-4010	REGULAR SALARIES	40,226.00	3,121.14	6,242.35	41,950.00	1,626.81	4,880.42	11.63
02-100-4011	OVERTIME SALARIES	0.00	42.84	433.28	0.00	63.39	156.07	100.00
02-100-4019	MERIT-VACATION BUY BACK	390.00	0.00	0.00	0.00	0.00	0.00	0.00
02-100-4028	EMPLOYEE BENEFITS-MEDICAL	11,351.00	806.76	671.76	12,098.00	928.03	784.83	6.49
02-100-4029	EMPLOYEE BENEFITS-DENTAL	597.00	46.59	38.84	597.00	50.48	42.73	7.16
02-100-4030	EMPLOYEE BENEFITS-LIFE	50.00	0.00	0.00	54.00	0.00	0.00	0.00
02-100-4031	FICA & MEDICARE-EMPLOYER	3,077.00	231.13	488.86	3,219.00	123.53	367.99	11.43
02-100-4032	IMRF-EMPLOYER	809.00	55.61	108.64	846.00	12.50	37.25	4.40
02-100-4033	UNEMPLOYMENT-EMPLOYER	49.00	7.10	7.10	103.00	0.00	2.91	2.83
02-100-5048	OUTSIDE MAINTENANCE SERVICES	35,000.00	0.00	0.00	29,000.00	0.00	0.00	0.00
02-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	2,500.00	0.00	0.00	2,500.00	0.00	0.00	0.00
02-100-5178	REPAIR/MAINT VEHICLES & EQUIP	0.00	0.00	0.00	1,400.00	0.00	0.00	0.00
02-100-6027	MAINT & CONSTRUCTION SUPPLIES	3,000.00	0.00	0.00	4,600.00	0.00	0.00	0.00
02-100-7050	PERMIT FEE	750.00	0.00	0.00	0.00	0.00	0.00	0.00
02-100-8003	SOFTWARE	4,627.00	0.00	0.00	5,375.00	0.00	27.60	0.51
02-100-8012	SEWER REPAIRS	10,000.00	0.00	0.00	12,000.00	0.00	0.00	0.00
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Fund 02 - SEWER SERVICE FUND:								
TOTAL REVENUES		119,200.00	6,285.16	16,835.68	119,000.00	3,603.67	15,486.05	13.01
TOTAL EXPENDITURES		112,426.00	4,311.17	7,990.83	113,742.00	2,804.74	6,299.80	5.54
NET OF REVENUES & EXPENDITURES		6,774.00	1,973.99	8,844.85	5,258.00	798.93	9,186.25	174.71

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Fund 06 - MFT FUND								
06-100-3701	INTEREST INCOME	18,000.00	2,715.22	5,674.19	20,000.00	0.00	4,544.93	22.72
06-100-3801	MFT ALLOTMENTS	109,850.00	8,380.58	18,192.64	114,546.00	0.00	9,440.30	8.24
06-100-8007	ROAD PROJECTS	0.00	0.00	0.00	460,000.00	0.00	0.00	0.00
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Fund 06 - MFT FUND:								
TOTAL REVENUES		127,850.00	11,095.80	23,866.83	134,546.00	0.00	13,985.23	10.39
TOTAL EXPENDITURES		0.00	0.00	0.00	460,000.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		127,850.00	11,095.80	23,866.83	(325,454.00)	0.00	13,985.23	4.30

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GL NUMBER	DESCRIPTION	ACTIVITY FOR			ACTIVITY FOR			% BDGT USED
		2024 AMENDED BUDGET	MONTH 02/29/24	YTD BALANCE 02/29/2024	2025 AMENDED BUDGET	MONTH 02/28/25	YTD BALANCE 02/28/2025	
Fund 14 - TAX INCREMENT FINANCING								
14-100-3001	CURRENT TAX LEVY	90,000.00	0.00	14,500.09	200,000.00	0.00	28.35	0.01
14-100-3701	INTEREST INCOME	13,500.00	2,916.82	6,927.26	17,000.00	0.00	5,351.69	31.48
14-100-3992	FUND TRANSFER IN	800,000.00	0.00	0.00	0.00	0.00	0.00	0.00
14-100-5024	VILLAGE ATTORNEY-BASE	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00
14-100-5093	PROF SERVICE-FINANCE	0.00	0.00	0.00	20,000.00	0.00	0.00	0.00
14-100-5096	PROF SERVICES-PLANNING	40,000.00	0.00	0.00	100,000.00	0.00	0.00	0.00
14-100-5322	ENGINEERING SERVICES	100,000.00	0.00	0.00	55,000.00	0.00	0.00	0.00
14-100-6027	MAINT & CONSTRUCTION SUPPLIES	0.00	0.00	0.00	300.00	0.00	0.00	0.00
14-100-8006	STREET IMPROVEMENTS	0.00	0.00	0.00	15,000.00	0.00	9,726.00	64.84
14-100-8012	SEWER REPAIRS	700,000.00	0.00	0.00	700,000.00	0.00	0.00	0.00
14-100-8102	FAÇADE IMPROVEMENT GRANT	45,000.00	0.00	0.00	45,000.00	0.00	0.00	0.00
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Fund 14 - TAX INCREMENT FINANCING:								
TOTAL REVENUES		903,500.00	2,916.82	21,427.35	217,000.00	0.00	5,380.04	2.48
TOTAL EXPENDITURES		885,000.00	0.00	0.00	938,300.00	0.00	9,726.00	1.04
NET OF REVENUES & EXPENDITURES		18,500.00	2,916.82	21,427.35	(721,300.00)	0.00	(4,345.96)	0.60

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GL NUMBER	DESCRIPTION	ACTIVITY FOR			ACTIVITY FOR			% BDGT USED
		2024 AMENDED BUDGET	MONTH 02/29/24	YTD BALANCE 02/29/2024	2025 AMENDED BUDGET	MONTH 02/28/25	YTD BALANCE 02/28/2025	
Fund 23 - KW 2023 CAPTIAL PROJECTS FUND								
23-100-3701	INTEREST INCOME	75,000.00	8,665.26	17,224.03	75,000.00	0.00	3,485.77	4.65
23-100-5036	PRINTING & PUBLISHING	250.00	0.00	150.00	0.00	0.00	0.00	0.00
23-100-5092	PROFESSIONAL SERVICES	0.00	14,587.12	(2,172.88)	0.00	0.00	0.00	0.00
23-100-7395	FUNDS TRANSFER OUT	800,000.00	0.00	0.00	0.00	0.00	0.00	0.00
23-400-8006	STREET IMPROVEMENTS	12,000.00	0.00	0.00	0.00	0.00	0.00	0.00
23-935-5322	ENGINEERING-WATER	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00
23-935-8008	ROAD PROJECTS	1,200,000.00	0.00	0.00	0.00	0.00	0.00	0.00
23-992-8014	STORM SEWER IMPROVEMENTS	0.00	2,750.00	2,750.00	0.00	0.00	0.00	0.00
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Fund 23 - KW 2023 CAPTIAL PROJECTS FUND:								
TOTAL REVENUES		75,000.00	8,665.26	17,224.03	75,000.00	0.00	3,485.77	4.65
TOTAL EXPENDITURES		2,062,250.00	17,337.12	727.12	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		(1,987,250.00)	(8,671.86)	16,496.91	75,000.00	0.00	3,485.77	4.65

PERIOD ENDING 02/28/2025

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MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENDITURES BOOK AS OF 02/12/2025

GL NUMBER	DESCRIPTION	ACTIVITY FOR			ACTIVITY FOR			% BDGT USED
		2024 AMENDED BUDGET	MONTH 02/29/24	YTD BALANCE 02/29/2024	2025 AMENDED BUDGET	MONTH 02/28/25	YTD BALANCE 02/28/2025	
Fund 26 - LONG-TERM DEBT SERVICE								
26-100-3003	PROPERTY TAX-ANNUAL CAP BOND	1,010,000.00	0.00	30,523.15	999,282.00	0.00	6,693.63	0.67
26-100-3004	PROPERTY TAX-2023 CAP BOND	689,200.00	0.00	21,093.03	790,000.00	0.00	4,624.27	0.59
26-100-3100	BOND PROCEEDS	6,131,406.54	0.00	0.00	600,000.00	0.00	0.00	0.00
26-100-3101	BOND PREMIUM	21,794.85	0.00	0.00	20,000.00	0.00	0.00	0.00
26-100-3701	INTEREST	30,000.00	443.59	7,185.32	30,000.00	0.00	370.77	1.24
26-100-5026	ADMINISTRATIVE BOND EXPENSES	7,142.50	0.00	0.00	1,500.00	0.00	0.00	0.00
26-100-5032	COST OF ISSUANCE	11,324.05	0.00	0.00	0.00	0.00	0.00	0.00
26-100-7302	PRINC - ANNUAL CAPITAL BOND	960,000.00	0.00	0.00	935,000.00	0.00	0.00	0.00
26-100-7303	PRINCIPAL-SERIES 2013 CAPITAL	5,605,000.00	0.00	0.00	0.00	0.00	0.00	0.00
26-100-7304	PRINCIPAL - SERIES 2023	375,000.00	0.00	0.00	390,000.00	0.00	0.00	0.00
26-100-7306	PRINCIPAL - SERIES 2024A	465,000.00	0.00	0.00	440,000.00	0.00	0.00	0.00
26-100-7312	INTEREST-ANNUAL CAPITAL BOND	38,000.00	0.00	0.00	64,282.00	0.00	0.00	0.00
26-100-7313	INTEREST-SERIES 2013 CAP BOND	336,300.00	0.00	0.00	0.00	0.00	0.00	0.00
26-100-7314	INTEREST- SERIES 2023	225,400.00	0.00	0.00	210,400.00	0.00	0.00	0.00
26-100-7316	INTEREST - SERIES 2024A	139,968.75	0.00	0.00	350,000.00	0.00	0.00	0.00
26-100-7395	FUND TRANSFER OUT	390,000.00	0.00	0.00	0.00	0.00	0.00	0.00
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Fund 26 - LONG-TERM DEBT SERVICE:								
TOTAL REVENUES		7,882,401.39	443.59	58,801.50	2,439,282.00	0.00	11,688.67	0.48
TOTAL EXPENDITURES		8,553,135.30	0.00	0.00	2,391,182.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		(670,733.91)	443.59	58,801.50	48,100.00	0.00	11,688.67	24.30

PERIOD ENDING 02/28/2025

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REVENUES AND EXPENDITURES BOOK AS OF 02/12/2025

GL NUMBER	DESCRIPTION	ACTIVITY FOR			ACTIVITY FOR			% BDGT USED
		2024 AMENDED BUDGET	MONTH 02/29/24	YTD BALANCE 02/29/2024	2025 AMENDED BUDGET	MONTH 02/28/25	YTD BALANCE 02/28/2025	
Fund 27 - ANNUAL REFUNDING BOND								
27-100-3100	BOND PROCEEDS	360,000.00	0.00	0.00	390,000.00	0.00	0.00	0.00
27-100-3701	INTEREST	89,000.00	23,514.77	36,126.28	100,000.00	0.00	17,476.32	17.48
27-100-3989	OTHER INCOME	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00
27-100-5029	ADMINISTRATIVE BOND EXPENSES	7,700.00	0.00	0.00	0.00	0.00	0.00	0.00
27-100-8003	SOFTWARE	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00
27-100-8004	COMPUTER EQUIPMENT	2,300.00	0.00	0.00	10,000.00	0.00	0.00	0.00
27-300-5048	OUTSIDE MAINTENANCE	7,000.00	0.00	0.00	0.00	0.00	0.00	0.00
27-300-8007	BLG IMPROVEMENTS & ALTERATIONS	75,300.00	17,700.97	17,700.97	46,000.00	0.00	2,668.44	5.80
27-400-5048	OUTSIDE SERVICE-ROAD STRIPE	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00
27-400-8002	EQUIPMENT-STREET DEPT	7,000.00	6,038.00	6,038.00	0.00	0.00	0.00	0.00
27-400-8006	STREET IMPROVEMENTS	8,000.00	(7,091.00)	(7,091.00)	5,000.00	0.00	0.00	0.00
27-400-8007	SIDEWALK PROG - ANNUAL	26,000.00	0.00	0.00	27,000.00	0.00	0.00	0.00
27-400-8008	ROAD PROJECTS	125,000.00	0.00	0.00	12,000.00	0.00	0.00	0.00
27-400-8010	STORM WATER IMPROVEMENTS	0.00	0.00	0.00	16,000.00	0.00	0.00	0.00
27-700-8015	CABLING, POSTS, LANTERNS	31,210.00	0.00	0.00	44,000.00	0.00	0.00	0.00
27-900-8002	MACHINERY & EQUIPMENT	37,845.00	0.00	0.00	0.00	0.00	0.00	0.00
27-935-8002	MACHINERY & EQUIPMENT	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00
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Fund 27 - ANNUAL REFUNDING BOND:								
TOTAL REVENUES		459,000.00	23,514.77	36,126.28	490,000.00	0.00	17,476.32	3.57
TOTAL EXPENDITURES		333,355.00	16,647.97	16,647.97	165,000.00	0.00	2,668.44	1.62
NET OF REVENUES & EXPENDITURES		125,645.00	6,866.80	19,478.31	325,000.00	0.00	14,807.88	4.56

PERIOD ENDING 02/28/2025

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MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENDITURES BOOK AS OF 02/12/2025

GL NUMBER	DESCRIPTION	ACTIVITY FOR			ACTIVITY FOR			% BDGT USED
		2024 AMENDED BUDGET	MONTH 02/29/24	YTD BALANCE 02/29/2024	2025 AMENDED BUDGET	MONTH 02/28/25	YTD BALANCE 02/28/2025	
Fund 28 - 2024A BOND/LAKE FRONT PROJECTS								
28-100-3100	BOND PROCEEDS	1,810,443.46	0.00	0.00	0.00	0.00	0.00	0.00
28-100-3106	BOND PREMIUM	786,972.65	0.00	0.00	0.00	0.00	0.00	0.00
28-100-3701	INTEREST INCOME	15,000.00	0.00	0.00	40,000.00	0.00	5,583.03	13.96
28-100-3903	GIFTS & CONTRIBUTIONS	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00
28-100-3990	FUNDS TRANSFER IN	0.00	0.00	0.00	350,000.00	0.00	0.00	0.00
28-100-5024	ATTORNEY FEES	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00
28-100-5032	COST OF ISSUANCE	84,775.95	0.00	0.00	0.00	0.00	0.00	0.00
28-100-5034	ADMIN BOND EXPENSES	9,331.25	0.00	0.00	0.00	0.00	0.00	0.00
28-100-5036	PRINTING AND PUBLISHING	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00
28-100-5071	POSTAGE	0.00	0.00	0.00	300.00	0.00	0.00	0.00
28-100-5092	PROFESSIONAL SERVICES	77,550.00	0.00	0.00	513,000.00	0.00	0.00	0.00
28-100-6025	OTHER SUPPLIES	0.00	0.00	0.00	4,000.00	0.00	0.00	0.00
28-100-8007	BUILDING IMPROVEMENTS & ALTERA	2,442,759.21	0.00	0.00	3,665,000.00	57,488.31	57,488.31	1.57
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Fund 28 - 2024A BOND/LAKE FRONT PROJECTS:								
TOTAL REVENUES		2,622,416.11	0.00	0.00	390,000.00	0.00	5,583.03	1.43
TOTAL EXPENDITURES		2,614,416.41	0.00	0.00	4,188,300.00	57,488.31	57,488.31	1.37
NET OF REVENUES & EXPENDITURES		7,999.70	0.00	0.00	(3,798,300.00)	(57,488.31)	(51,905.28)	1.37

PERIOD ENDING 02/28/2025

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MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENDITURES BOOK AS OF 02/12/2025

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 02/29/2024	ACTIVITY FOR		YTD BALANCE 02/28/2025	% BDGT USED
		2024 AMENDED BUDGET	MONTH 02/29/24		2025 AMENDED BUDGET	MONTH 02/28/25		
Fund 35 - WATER FUND								
35-100-3420	MAINTENANCE FEE	3,600.00	300.00	500.00	3,600.00	0.00	300.00	8.33
35-100-3432	WATER SERVICE-METERED	740,000.00	30,813.51	90,068.98	750,000.00	27,500.55	103,082.11	13.74
35-100-3435	WATER IMPROVEMENT CHARGE	270,000.00	20,126.94	40,940.57	270,000.00	20,529.43	41,315.06	15.30
35-100-3701	INTEREST INCOME	16,500.00	2,685.22	7,310.06	20,000.00	0.00	2,895.36	14.48
35-100-3902	SALE OF WATER METERS	3,000.00	0.00	1,100.00	3,200.00	0.00	0.00	0.00
35-100-3903	BACKFLOW TESTING REBATE	800.00	2.00	8.00	825.00	0.00	0.00	0.00
35-100-3904	OTHER INCOME	0.00	206.61	206.61	0.00	0.00	0.00	0.00
35-100-4010	REGULAR SALARIES	188,368.00	13,807.72	27,615.31	179,428.00	7,125.66	21,377.08	11.91
35-100-4011	OVER TIME SALARIES	2,000.00	82.34	833.18	2,000.00	121.87	300.14	15.01
35-100-4019	MERIT-VACATION BUY BACK	8,250.00	0.00	0.00	6,000.00	0.00	0.00	0.00
35-100-4028	EMPLOYEE BENEFITS-MEDICAL	32,722.00	2,689.91	2,308.98	29,309.00	1,483.46	1,120.88	3.82
35-100-4029	EMPLOYEE BENEFITS-DENTAL	1,946.00	152.74	128.85	1,673.00	113.10	92.51	5.53
35-100-4030	EMPLOYEE BENEFITS-LIFE	217.00	0.00	10.70	228.00	0.00	10.70	4.69
35-100-4031	FICA & MEDICARE EMPLOYER	14,563.00	1,028.64	2,108.40	13,880.00	539.17	1,612.52	11.62
35-100-4032	IMRF EMPLOYER	3,827.00	244.26	464.09	3,647.00	53.64	160.41	4.40
35-100-4033	UNEMPLOYMENT EMPLOYER	407.00	31.15	31.15	800.00	0.00	24.17	3.02
35-100-5022	JULIE FEES	1,500.00	0.00	1,442.19	543.00	542.85	542.85	99.97
35-100-5036	PRINTING & PUBLISHING	840.00	0.00	0.00	800.00	0.00	0.00	0.00
35-100-5041	TELEPHONE	1,160.00	71.87	143.72	875.00	79.86	158.95	18.17
35-100-5042	CELLULAR TELEPHONE SERVICE	846.00	70.08	70.08	2,544.00	214.12	428.26	16.83
35-100-5048	OUTSIDE MAINTENANCE SERVICE	6,900.00	0.00	0.00	8,400.00	0.00	103.50	1.23
35-100-5049	EQUIPMENT MAINTENANCE	500.00	0.00	0.00	500.00	0.00	0.00	0.00
35-100-5051	MISCELLANEOUS SERVICES	75.00	0.00	0.00	0.00	0.00	0.00	0.00
35-100-5054	LABORATORY SERVICES	1,828.00	109.00	178.00	1,874.00	0.00	60.00	3.20
35-100-5071	POSTAGE	1,750.00	0.00	660.00	0.00	0.00	0.00	0.00
35-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	7,500.00	0.00	0.00	8,715.00	0.00	0.00	0.00
35-100-5092	PROFESSIONAL SERVICES	17,350.00	8,225.00	8,225.00	11,000.00	0.00	4,061.45	36.92
35-100-5093	PROF SERVICE-FINANCE	22,050.00	0.00	0.00	23,028.00	0.00	0.00	0.00
35-100-5100	PROFESSIONAL SERVICES-IT	13,550.00	1,093.96	1,093.96	13,750.00	1,107.29	1,107.29	8.05
35-100-5177	REPAIR/MAINT COMPUTER EQUIP	1,250.00	0.00	0.00	0.00	0.00	0.00	0.00
35-100-5178	REPAIR/MAINT VEHICLES & EQUIP	1,550.00	3,385.00	3,385.00	3,700.00	0.00	0.00	0.00
35-100-5400	PURCHASE OF POTABLE WATER	240,000.00	20,437.36	20,437.36	255,000.00	0.00	0.00	0.00
35-100-6025	OTHER SUPPLIES	400.00	0.00	0.00	0.00	0.00	0.00	0.00
35-100-6027	MAINT & CONSTRUCTION SUPPLIES	1,750.00	0.00	0.00	1,250.00	0.00	0.00	0.00
35-100-6028	HEATING, ELECT & WATER UTIL	15,000.00	1,728.25	2,838.63	17,706.00	472.05	1,153.02	6.51
35-100-6029	UNIFORMS	576.00	0.00	0.00	0.00	0.00	0.00	0.00
35-100-6033	METER SUPPLIES	9,500.00	711.20	1,841.20	6,000.00	0.00	0.00	0.00
35-100-6034	VALVE MAINTENANCE	500.00	0.00	0.00	0.00	0.00	0.00	0.00
35-100-6037	TOOLS	425.00	0.00	0.00	0.00	0.00	0.00	0.00
35-100-7002	FUEL	4,750.00	0.00	0.00	4,200.00	0.00	0.00	0.00
35-100-7003	RECRUITMENT & TRAINING	2,500.00	50.00	50.00	1,500.00	0.00	0.00	0.00
35-100-7301	BOND PRINCIPAL PAYMENT	220,000.00	0.00	0.00	0.00	0.00	0.00	0.00
35-100-7311	BOND INTEREST	50,700.00	0.00	0.00	44,100.00	0.00	0.00	0.00
35-100-8003	SOFTWARE	12,195.00	0.00	0.00	16,750.00	0.00	27.60	0.16
35-100-8004	COMPUTER EQUIPMENT	800.00	0.00	0.00	250.00	0.00	0.00	0.00
35-100-8007	BULDING & GROUNDS	4,950.00	0.00	0.00	1,500.00	876.00	876.00	58.40
35-100-8008	CAPITAL OUTLAY	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00
35-100-8009	WATER MAIN REPAIRS	45,000.00	443.00	798.11	40,000.00	8,217.29	8,217.29	20.54
35-100-8011	WATER METER REPLACEMENTS	10,500.00	1,378.00	1,378.00	6,000.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH  
 PERIOD ENDING 02/28/2025  
 % Fiscal Year Completed: 16.16  
 MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND  
 REVENUES AND EXPENDITURES BOOK AS OF 02/12/2025

GL NUMBER	DESCRIPTION	ACTIVITY FOR			ACTIVITY FOR			% BDGT USED
		2024 AMENDED BUDGET	MONTH 02/29/24	YTD BALANCE 02/29/2024	2025 AMENDED BUDGET	MONTH 02/28/25	YTD BALANCE 02/28/2025	
Fund 35 - WATER FUND								
TOTAL REVENUES		1,033,900.00	54,134.28	140,134.22	1,047,625.00	48,029.98	147,592.53	14.09
TOTAL EXPENDITURES		958,495.00	55,739.48	76,041.91	706,950.00	20,946.36	41,434.62	5.86
NET OF REVENUES & EXPENDITURES		75,405.00	(1,605.20)	64,092.31	340,675.00	27,083.62	106,157.91	31.16
TOTAL REVENUES - ALL FUNDS		18,415,412.50	320,136.05	756,053.05	10,555,553.00	68,658.93	426,963.67	4.04
TOTAL EXPENDITURES - ALL FUNDS		20,487,865.71	585,702.91	966,102.23	14,493,853.00	459,882.56	860,044.32	5.93
NET OF REVENUES & EXPENDITURES		(2,072,453.21)	(265,566.86)	(210,049.18)	(3,938,300.00)	(391,223.63)	(433,080.65)	11.00

# Monthly Report

**REPORT DATE:** February 5, 2025  
**TO:** Trustee Tim Ransford  
**FROM:** Chief Bryan Carlson  
**SUBJECT:** Activity Report for January 2025

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**Activity Summary:**

The Police Department handled **998 Calls for Service** in the month of January.  
**2 Part I offenses** were reported last month (2 Theft \$500 and under).  
**2 Part II offenses** were reported last month (Criminal Damage, Identity Theft).

Additional Police activity is listed below:

	MTD	YTD	2024
Aided Outside Police Agencies	4	4	158
Animal Complaints	3	3	57
Burglar Alarms	13	13	131
Citizen Assists	8	8	147
Clergy Fund Requests	1	1	11
Extra Watches	94	94	1575
Fire & Ambulance Calls	5	5	208
FOIA Requests	3	3	30
Lock Outs (Home & Auto)	1	1	31
NIPAS/NORTAF Call Outs	2	2	57
Open Doors	3	3	100
Pharmaceutical Drop-Offs	6	6	109
Premise Checks	414	414	6745
Suspicious Circumstances	5	5	137
Traffic Accidents	5	5	48
Traffic Details	71	71	1211
Vacation Watches	47	47	1242
Well Being Checks	3	3	68

Kenilworth Traffic and Parking Enforcement:

	MTD	YTD	2024
Traffic Warning Tickets	0	0	110
Traffic Verbal Warnings	1	1	236
Parking Warning Tickets	0	0	100
Parking Tickets with Fines	0	0	109
State Traffic Tickets	0	0	29
Traffic Compliance Tickets	0	0	9
Village Ordinance Tickets	1	1	20

### **Burglar and Fire Alarm Permit Renewals**

Chapter 90 of the Kenilworth Municipal Code requires all buildings equipped with a burglar or fire alarm to obtain a permit for the alarm and to pay an installation fee (\$50) or an annual renewal fee (\$25). The mass notification went out on 11/27/24. As of 2/7/2025, 124 renewals were returned with payment for processing.

### **Body Worn Camera Project**

The Safety, Accountability, Fairness and Equity-Today Act (SAFE-T Act) requires our department to have Body Worn Cameras (BWC's) implemented by January 1, 2025.

As of January 1, 2025, all full-time AND part-time officers are wearing body cameras. KPD has created a BWC flyer for public education purposes. The flyer can be viewed on the Police Department page on the Village's website. KPD will provide the Public Safety Committee in March 2025 with a 3-month update.

### **Duty Handgun Package**

KPD budgeted for and was approved to purchase 6 duty handgun packages for 2025. The packages include a Glock 9mm handgun, optical sight, handgun light, holster, and magazine pouch. A Glock handgun representative came to KPD on Wednesday January 15 to conduct testing and evaluation of their guns and various manufacturer optical sights. 5 officers participated in the testing process.

### **Gas Powered Leaf Blower Ban**

The Village Board in March approved an ordinance to extend Kenilworth's GPLB ban from 8 months to 9 months. The new restrictions took effect on May 1, 2024. The only months in which a GPLB can be used in Kenilworth will be April, October, and November. KPD resumed enforcement as of December 1, 2024. As of February 4, 2025, the Kenilworth Police Dept has issued 20 tickets to landscape companies since the May 1, 2024, ban.

### **Personnel**

*Full-Time Police Officer Recruitment:* KPD is currently staffed with 7 full time Police Officers, down from 9. Recruitment efforts for full-time and part-time officers have commenced after the Public Safety Committee reviewed and approved the newly revised recruitment documents and procedures on January 17. The recruitment documents and procedures have been reviewed by the Village's Labor Attorney, Village Manager, and KPD staff.

### **Upcoming Events in February Involving the Police Department**

- KPD conducting talk at Sears School for preschool aged students – Feb. 10



## Department of Public Works

### Activity Report

**To:** President Kaz, Village Trustees and Village Manager

**From:** Donald Leicht, Public Work Superintendent

**Date:** February 6, 2025

The following information provides an overview of the activity in the department since the January 21<sup>st</sup> Village Board meeting.

#### Sewers and Streets

- Performed 23 JULIE locate requests
- Performed porous street inspection
- Troubleshoot and repaired 2 streetlights
- Laid 1/2 ton of temporary cold patch
- Plowed and salted streets after 3 small ice/snow events
- Pre-wet streets prior to snow event
- Cleared catch basins prior to rain/ice event
- Removed overgrowth at train station
- Trimmed trees along the roadway
- Handed out literature pertaining to winter tree trimming
- Plowed sidewalks after small 2-3" snow event

#### Water – Distribution

- PRV, Booster Station, Water Tower and Water Plant inspection.
- Monthly bacteria IEPA water sample
- Troubleshoot and repaired 19 MTU's
- Continued cleaning the water plant and removing salvageable items
- Assisted in repair of boiler at water plant
- Performed quarterly water samples
- Installed new water meter and MTU

#### Buildings/Structures

- Cleaned/disinfected vehicles weekly
- Cleaned and sanitized Public Works building weekly
- Prepped and painted office at Village Hall

- Replaced lock at Village Hall
- Replaced starter on chipper and oil
- Replaced broken windshield on Ventrac
- Replaced back up alarm on 5-yard dump truck
- Replaced worn rear tire on 1 ton dump
- Greased all heavy equipment

#### Administration

- Input invoices and created purchase orders
- Attended weekly staff meeting
- Attended weekly beach meeting
- Administered February safety talk
- Attended an Arborist online course
- Staff attended a 1-day flagger course
- Started working with MWRD compliance for short term flood program
- Worked on Agenda items for disposal of property and IPWMAN
- Attended Joint Bid Meeting with Glenview