

Village of



There will be a 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:  
<https://us06web.zoom.us/j/86463793698?pwd=QWlITk1NY3lsckd0ZTVOSkplWG9Ydz09>

**You may also attend via telephone:**

+1 312 626 6799 US (Chicago)

**Meeting ID:** 864 6379 3698

**Passcode:** 06202023

## **Village Board of Trustees**

### **Meeting Agenda**

June 20, 2023 at 7:00 p.m.

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

**II. Approval of Minutes**

A. Committee of the Whole – May 11, 2023

B. Village Board – May 15, 2023

**III. Village President's Report**

A. Project Update – Kenilworth Park District

B. Proclamation Honoring the Public Service of William Burns

**IV. Approval of the Warrant List**

**V. Regular Scheduled Business**

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

1. Appointment of Trustees to Board Committees as Follows:

• **Building, Planning and Zoning**

○ Amy Hannus – Chair

○ Christopher Ottsen

○ Matt Lojkovic

• **Finance**

○ Walter Kelly – Chair

○ Tim Ransford

○ John Gottschall

• **Public Safety**

○ Tim Ransford – Chair

○ Amy Hannus

○ Matt Lojkovic

- **Public Works**

- Chris Ottsen – Chair
- Walter Kelly
- John Gottschall

2. Authorization to Hire One Full-time Police Officer to Fill an Anticipated Vacancy

3. Adoption of an Ordinance Declaring Certain Items as Surplus Property and Authorizing the Sale or Disposal Thereof

4. Adoption of a Resolution Authorizing the Execution of a Contract with Schroeder & Schroeder for the 2023 Sidewalk Replacement Program in the Amount Not to Exceed \$26,000

5. Approval of a Change Order to the Contract with Chicagoland Paving in the Amount of \$18,549.19

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

6. Acceptance of the Annual Financial Report for the Period January 1 through December 31, 2022

7. Adoption of a Resolution Authorizing Execution of a Professional Services Agreement with the Ciorba Group of Chicago, Illinois for Green Bay Road Design Services in the Estimated Amount of \$109,200

8. Adoption of the Following Resolutions Concerning Information Technology Services:

a) Authorizing a Vote to Dissolve the GovIT Consortium

b) Authorizing Execution of a Professional Services Agreement with InterDev of Roswell, Georgia in the Estimated Annual Amount of \$51,000

9. Adoption of a Resolution Authorizing Execution of a Professional Services Agreement with GZA Geo Environmental of Chicago, Illinois for Shoreline Protection Engineering in the Estimated Amount of \$64,900

**II. Report of Committees**

A. As-needed

**III. Report from Staff**

A. Community Development

B. Finance

C. Police

D. Public Works

E. Legal Counsel

F. Village Manager

**IV. Business from the Public**

**V. Adjourn**

VILLAGE OF



KENILWORTH, IL

**Committee of the Whole Special Meeting  
May 11, 2023**

**I. Call to Order**

Village President Cecily Kaz called to order the special meeting of the Committee of the Whole of the Board of Trustees of the Village of Kenilworth (the "Committee") at 6:29 PM on May 11, 2023.

**Roll Call**

President Kaz requested that the Clerk call the roll and the results were as follows:

**Trustees:**

Trustee Pete Shadek	Present
Trustee Alison Winslow	Absent
Trustee Tim Ransford	Absent
Trustee Christopher Ottsen	Present
Trustee Amy Hannus	Present
Trustee Walter Kelly	Present
President Cecily Kaz	Present

A quorum was present in person and via video conference.

**Others Recorded as in Attendance:**

*Village Officials and Staff:*

Michael Gagnon	Village Clerk
Patrick Brennan	Village Manager
Heather McFarland	Asst to the Village Manager
Jordan Schmidt	Management Analyst

Others, signing in as displayed in Participant List:

John Gottschall  
 Matt LaKovic  
 Justin Mohr

**II. Update and Discussion Concerning the Water Plant / Lakefront Enhancements Project**

1 President Kaz asked Manager Brennan to update the Board regarding the effort to enhance the Village's  
2 lakefront property and repurpose the decommissioned water plant. Manager Brennan narrated a slide  
3 presentation that reviewed the history of the effort to date, the schedule for the project overall, the progress  
4 toward the completion of the schedule to date, and the contributions of Village residents, in-house staff,  
5 retained service providers, and other stakeholders in meeting that schedule. He directed the Board's  
6 attention to an upcoming public meeting that would mark the beginning of the next phase of progress. He  
7 then provided compilations of research conducted to understand and describe the desires and expectations  
8 of Village residents for the project. Using this information as a basis for preparation, the consulting architects  
9 developed a set of alternatives that would be presented to residents at that meeting scheduled for May 17,  
10 2023.

11  
12 After reviewing the preliminary alternatives being suggested, trustees discussed the direction of overall  
13 strategy, whether this strategy is still valid and supported, the legal constraints the project would be subject  
14 to, the specific advantages and disadvantages of each alternative, certain elements that any alternative  
15 should possess, the experiences of neighboring communities in similar situations, the wisdom of completing  
16 the project in phases, strategies for controlling costs, cost/benefit considerations for various elements of the  
17 project, the need for taking safety measures when the Village encourages a wide variety of water activities in  
18 a limited area, variations of the presented alternatives, complaints from residents regarding the present  
19 configuration of the lakefront, visions for the building repurposing, design ideas for waterfront exposure,  
20 support being provided for the Kenilworth Sailing Club, and the constraints and advantages of existing  
21 structures and land configurations.

22  
23 Manager Brennan concluded his comments with a summarization of what decisions will be facing the Board  
24 and in what time sequence they will likely occur. Trustees expressed concerns about managing resident  
25 expectations for the project, other capital projects being completed or considered by overlapping public  
26 entities and the pressure it applies to resident tax bills, the wide variation of potential cost across the various  
27 alternatives being considered and managing the residents understanding of where progress toward  
28 completion of the project stands.

29  
30 Trustees concluded their comments with a discussion about the cost of the project and how to express it to  
31 residents. Issues brought up were total costs, effect on property tax bill, and the possibility, timing, and  
32 constraints of a voter referendum, should it become necessary. Manager Brennan responded to these  
33 comments by presenting an analysis of the Village finances and how, assuming certain constraints needed to  
34 maintain the Village's strong record of financial management, they might be affected by the present list of  
35 Board funding priorities. This analysis prompted further discussion among Trustees about the Village's annual  
36 budget in general, as well as the timing and strategy for funding the list of projects specifically.

37  
38 President Kaz, hearing no further discussion, asked Ms. Heather McFarland, Assistant to the Village Manager  
39 to present on the next agenda item.

40  
41 **III. Update and Discussion Concerning the Status of Significant Projects for 2023**  
42

1 Ms. McFarland began her remarks with a discussion of the Building Permit Process Improvement Project that  
2 has been ongoing. She outlined the targeted changes the staff addressed to improve and streamline this  
3 process in order to make things easier for residents, contractors, staff, and service vendors to adhere to  
4 permitting regulations and thereby observe Village building codes. She characterized the project as largely  
5 completed and that initial reactions have been generally positive from all stakeholders. Trustees discussed  
6 past practices and complaints, reviewed how new procedures addressed these concerns, and clarified their  
7 understanding of the overall project. They went on to applaud staff for how effectively they had addressed an  
8 outstanding problem under rigorous time constraints.

9  
10 Analyst Jordan Schmidt presented on the next project to be discussed with the Board, updating the Village  
11 website. Mr. Schmidt outlined the steps taken by staff, assisted by an outside consultant, to achieve a  
12 collection of measurable outcomes. He reviewed the people involved, the schedule of meetings, the  
13 development process for improvement deliverables, the review process for content, the roles played by  
14 outside vendors and staff, and the process followed to keep the project moving forward. Trustees discussed  
15 the practices of surrounding communities, the need for flexibility as new demands on the website materialize,  
16 the value of analyzing website usage data, the staff's dedication to responding to resident input, and the  
17 potential for coordinating website traffic among all the governing bodies that affect Kenilworth residents.

18  
19 Analyst Schmidt then presented an update of Brier Street/MacLean Avenue/Park Drive Water Main Project.  
20 He reviewed the present schedule as being in the final stages and appears to have come in under the budget  
21 limit. Trustees discussed elements of the payment process for vendors, the extended construction schedule,  
22 the concern among residents to lead service line replacement activity prompted by the project, and the plans  
23 for further projects of this nature.

24  
25 Ms. McFarland then asked the Board to view a recorded message prepared by management analyst Nicole  
26 Ang regarding recent roadway rehabilitation in the Village. In her remarks, analyst Ang reviewed activity  
27 among a number of streets over a time period beginning in February 2023. She reviewed contractor  
28 performance, actual cost relative to budgeted cost, and resident response. Trustees discussed the expansion  
29 of the effort to other streets in the Village and tactics for estimating the potential costs going forward.

30  
31 In a second recorded message, Ms. Ang updated the Board on the progress of the effort to line deteriorating  
32 sanitary sewers with a special epoxy resin in order to restore performance to an acceptable level. All areas in  
33 need emergency attention were addressed and the project has phased into those simply needing repair. The  
34 vendor has performed the needed services efficiently, and costs for the project are under control.

35  
36 Manager Brennan then addressed the Green Bay Road Realignment Project. He reviewed interactions with  
37 the Village of Winnetka and the targeted vendor, Ciorba Group. He outlined the plan to develop the area  
38 jointly and share costs accordingly. Trustees reviewed sources of funding, the area to be realigned, the  
39 concept being pursued, the history of past efforts, the stakeholders to be contacted, the present status of the  
40 project and next steps going forward.

41  
42 Manager Brennan then reviewed a list of projects coming up in the near future. They included the Kenilworth  
43 Train Station Rehabilitation by Metra, Kenilworth Water Tank Warranty Repairs, Green Bay Road Vegetation

1 Maintenance, and Porous Parkway Rehabilitation from the Green Streets Phase 1 construction. Trustees  
2 responded with a discussion of around the scope of the train station upgrade, the Village’s ability to provide  
3 input, and the possibility of purchasing the site outright from Union Pacific Railroad. Concerning the water  
4 tank, trustees inquired about whether new equipment could be camouflaged by landscaping, safety and  
5 security issues, and the potential for vandalism. Regarding the Porous Parkway Rehabilitation trustees  
6 reviewed annual maintenance costs related to the use of porous asphalt, the possibility of replacing porous  
7 asphalt with porous pavers, strategies to address maintenance and performance issues between Green  
8 Streets Phase I and Phase II, and the timeline for making potential changes going forward.

9  
10 Manager Brennan completed his comments by presenting an analysis of staff activity among five major  
11 categories and the ebb and flow of total activity among these groups on a monthly basis. He underscored  
12 how he and his staff have worked together to address this workflow, and the probability that present staffing  
13 will be adequate for the month-to-month projected workflows throughout FY 2023. Trustees clarified their  
14 understanding of the categories, the approach of staff, and possible ways to realign the schedule of certain  
15 activities to smooth out total demand for staff resources over the year.

16  
17 **IV. Business from the Public.**

18  
19 President Kaz opened the floor to members of the public to discuss any business. There was none.

20  
21 **V. Adjourn**

22  
23 With no further business, President asked for a motion to adjourn the meeting. Trustee Shadek offered a  
24 motion to adjourn the meeting and Trustee Kelly seconded the motion.

25  
26 A voice vote was taken with none opposed. President Kaz declared the meeting adjourned at 8:57 pm.  
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VILLAGE OF



KENILWORTH, IL

**Board of Trustees Meeting Minutes  
May 15, 2023**

**I. Call to Order**

Village President Cecily Kaz called to order the meeting of the Board of Trustees of the Village of Kenilworth at 7:04 p.m. on May 15, 2023.

**Roll Call**

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

Trustees:

Trustee Pete Shadek	Present
Trustee Alison Winslow	Present
Trustee Tim Ransford	Present
Trustee Christopher Ottsen	Present
Trustee Amy Hannus	Present
Trustee Walter Kelly	Present
President Cecily Kaz	Present

**A quorum was present in person and via video conference.**

**Others Recorded as in Attendance:**

*Village Officials and Staff:*

Michael Gagnon	Village Clerk
Jaramie Finn	Village Treasurer
Patrick Brennan	Village Manager
Bryan Carlson	Village Police Chief

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

Charles Johnson  
Paul Ladenthin  
Chick Evans  
Lauryn Pappas

1           **II.       Approval of Minutes**  
2

3 President Kaz asked if there were any questions or comments regarding the following minutes:  
4

5           **A. Village Board – April 17, 2023**

6           **B. Village Board – April 17, 2023 – Closed Session**  
7

8 Hearing none, President Kaz asked for a motion to approve the minutes. Trustee Ottsen moved, and  
9 Trustee Shadek seconded the motion to approve the minutes.

10  
11           **A roll call vote was taken as follows:**  
12

13           For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly  
14

15           Opposed: None  
16

17 The roll call tally was six in favor, and none opposed. President Kaz declared the minutes approved.  
18

19           **III.       Village President’s Report**  
20

21 President Kaz began her report by reminding residents that a meeting will take place on Wednesday,  
22 May 17 at 7:00 pm at the Kenilworth Assembly Hall regarding proposed improvements to the Kenilworth  
23 lakefront property. The meeting will provide an update of the progress toward shaping design  
24 alternatives for the project and offer an opportunity for residents to provide feedback. The meeting will  
25 be facilitated by Woodhouse Tinucci Architects, the design firm retained by the village for the project.  
26 She encouraged anyone interested to attend the meeting and reminded those who cannot make the  
27 meeting that there will be information available on the village website very soon thereafter, as well as  
28 during the upcoming Memorial Day celebration planned by the village. She stressed the desire of the  
29 Board that residents have ample time and opportunity to provide their thoughts and desires for the  
30 project.  
31

32 To conclude her report, President Kaz introduced Mr. Chick Evans, operator of the Kenilworth restaurant  
33 Great Coast Commons and outlined a request he would like to make to the Village regarding the  
34 provision of space to diners of his restaurant for bicycles and strollers during periods of warm weather.  
35 His request would involve lining one public parking space in front of his restaurant with multiple trough-  
36 like planter boxes in order to cordon off the area and provide a convenient space for the temporary  
37 placement of equipment brought by diners not arriving by car. The planters would provide a scenic  
38 barrier during hours of operation and would be removed when the restaurant is closed.  
39

40 Trustees clarified with Mr. Evans along with his wife and business partner Lauryn Pappas, their vision of  
41 how the placement and removal of the planters would operate, how it would affect take-out order  
42 traffic, whether there were legal considerations to take into account, whether there were safety issues  
43 to consider and, at the behest of Police Chief Carlson, the wisdom of affixing adequate reflectors.  
44 Trustees voiced general agreement with the idea, voicing support for a village-based business. Manager  
45 Brennan outlined a procedure that would allow the Board to approve a trial period for granting the  
46 request to provide more information. President Kaz determined that all the Trustees were supportive  
47 and encouraged Mr. Evans and Ms. Pappas to proceed with the plan as proposed.  
48

1           **IV. Approval of the Warrant List**

2  
3 President Kaz then opened the floor for consideration of the Warrant List. Finance Committee Chair  
4 Kelly reported that entries on the list all appeared to be in order highlighting continuing Class A  
5 payments for engineering work and accounting services, as well as Class B pension payments to the  
6 Village of Winnetka related to their provision of fire prevention services to the Village. Hearing no  
7 further discussion, President Kaz asked for a motion to approve and ratify the warrants as presented.  
8 President Kaz requested a roll call vote.  
9

10 Trustee Shadek moved, and Trustee Ransford seconded the motion to approve the Class A warrants in  
11 the revised amount of \$662,251.64, and to ratify the Class B warrants in the amount of \$221,256.64.  
12

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

14                   For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly

15  
16                   Opposed: None  
17  
18

19 The roll call tally was six in favor, and none opposed. President Kaz declared the warrants approved and  
20 ratified.  
21

22           **V. Regular Scheduled Business**

23  
24 President Kaz then turned the discussion to Items for Individual Vote or Discussion.  
25

26                   **A. Items for Individual Vote or Discussion**

- 27  
28                   i. Acceptance of the Annual Financial Report for the Period January 1 through  
29                   December 31, 2022  
30

31 President Kaz relayed that because only a draft of the report is available and is still in the process of  
32 being reviewed by staff, the Annual Financial Report has not been distributed to the Board of  
33 Trustee for review. This will take place in the coming days and weeks. She then asked for a motion  
34 to postpone consideration of this item until the next Board meeting in June. Trustee Winslow so  
35 moved, and Trustee Hannus seconded the motion.  
36

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

38                   For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly

39  
40                   Opposed: None  
41  
42

43 The roll call tally was six in favor, and none opposed. President Kaz declared the motion passed.  
44

- 45                   ii. Authorization to Adjust the Compensation of the Village Manager  
46

1 President Kaz reviewed the background of this item which dated back to the end of FY 2022 and  
2 culminated with the impending turnover of two Trustees on the Board. Feedback was given to  
3 Manager Brennan and the Board concluded that an adjustment to his compensation was  
4 warranted. She then asked for a motion to approve the authorization to Adjust the Compensation  
5 of the Village Manager. Trustee Shadek so moved, and Trustee Ransford seconded the motion.  
6

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

8  
9 For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly

10  
11 Opposed: None

12  
13 The roll call tally was six in favor, and none opposed. President Kaz declared the adjustment  
14 authorized.

- 15  
16 iii. Adoption of a resolution Awarding the 2023 Sewer Lining Project to Hoerr  
17 Construction of Goodfield, Illinois in the Amount Not to Exceed \$100,000  
18

19 After Manager Brennan explained that the information in the Board packet was comprehensive,  
20 Trustees clarified some details of the resolution. Hearing no further discussion, President Kaz then  
21 asked for a motion to adopt a resolution Awarding the 2023 Sewer Lining Project to Hoerr Construction.  
22 Trustee Hannus so moved, and Trustee Ottsen seconded the motion.  
23

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

25  
26 For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly

27  
28 Opposed: None

29  
30 The roll call tally was six in favor, and none opposed. President Kaz declared the resolution adopted.  
31

32 **VI. Report of Committees**

33  
34 President Kaz asked Trustee Ransford to report regarding the recent meeting of the Public Safety  
35 Committee. He reported on issues regarding the summer beach season. This included a review of past  
36 experiences and future preparations on the subject of beach passes, staffing, and interaction with the  
37 sailing club. He then went on to discuss law enforcement training coordinated by Sargent Padilla of the  
38 Kenilworth Police Department. He pointed out the high level of training readiness the department  
39 continues to observe, and complimented the department on its commitment in this area.  
40

41  
42 **VII. Report from Staff**

- 43 A. Community Development  
44 B. Finance

1 C. Police  
2

3 Police Chief Carlson reported that recruitment activity for new personnel has been active with  
4 interviews, ride-along introductions, and responses to sponsored advertisements as well as word-of-  
5 mouth recommendations. He reviewed the process of dealing with the leaf-blower ban that recently  
6 went into effect. He reviewed the Sears School Bike Safety Program and the annual school parade, the  
7 outreach program “Coffee with a Cop”, and the Memorial Day Open House and Fun Run.

8 D. Public Works

9 E. Legal Counsel

10 F. Village Manager

11  
12 **VIII. Business from the Public**

13  
14 There was none.

15  
16 **IX. Adjourn Sine Die**

17  
18 With no further business, President Kaz asked for a motion to adjourn Sine Die. Trustee Kelly offered a  
19 motion to adjourn the meeting Sine Die and Trustee Shadek seconded the motion.

20  
21 **A roll call vote was taken as follows:**

22  
23 For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly

24  
25 Opposed: None

26  
27 The roll call tally was six votes in favor, and none opposed. President Kaz declared the meeting  
28 adjourned Sine Die at 7:35 pm.

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29  
30  
31  
32 **Inauguration of the Newly Constituted Village Board**

33  
34 **I. Oath of Office for Newly Elected Officials**

35  
36 President Kaz then asked the following persons to stand and recite the Oath of Office for their  
37 respective positions:

38  
39 John Gottschall

Village Trustee

40 Matthew Lojkovic

Village Trustee

41  
42 Village Clerk Gagnon administered the Oath of Office which each person recited aloud.

43  
44 **Call to Order**

45  
46 Village President Cecily Kaz called to order the meeting of the Board of Trustees of the Village of  
47 Kenilworth at 7:38 p.m. on May 15, 2023.

1  
2 **Roll Call**

3  
4 **President Kaz requested a roll call, and the results were as follows:**

5  
6 **Trustees:**

7 Trustee Tim Ransford	Present
8 Trustee Christopher Ottsen	Present
9 Trustee Amy Hannus	Present
10 Trustee Walter Kelly	Present
11 Trustee John Gottschall	Present
12 Trustee Matthew Lojkovic	Present
13 President Cecily Kaz	Present

14  
15 **A quorum was present in person and via video conference.**

16  
17 **Others Recorded as in Attendance:**

18 *Village Officials and Staff:*

19 Michael Gagnon	Village Clerk
20 Jaramee Finn	Village Treasurer
21 Patrick Brennan	Village Manager
22 Bryan Carlson	Village Police Chief

23  
24 **Others, signing in as displayed in Participant List:**

25  
26  
27 **II. Regular Scheduled Business**

28  
29 **1. Recognition of the outgoing Village Trustees Peter Shadek and Alison Winslow**

30  
31 President Kaz began the discussion of this item by offering her warm appreciation for the service given  
32 the Village of Kenilworth by Trustees Shadek and Winslow. She highlighted their many contributions,  
33 pointing out specific aspects of their knowledge, wisdom, guidance, and unselfish dedication to making  
34 Kenilworth better. Trustees in turn reiterated and expanded on President Kaz's comments expressing  
35 their gratitude and appreciation for the consistent and generous contributions of time and energy both  
36 Trustee Shadek and Trustee Winslow made to them personally, as well as to the Board in general over  
37 their tenure. Trustees Shadek and Winslow thanked the Board for their many compliments, expressed  
38 gratitude to the Village staff for their support, and pride in their membership on the Board.  
39

40 **III. Business from the Public**

41  
42 There was none.

43  
44 **IV. Adjourn**

45  
46 With no further business, President Kaz asked for a motion to adjourn the meeting. Trustee Kelly  
47 offered a motion to adjourn the meeting and Trustee Ransford seconded the motion.  
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**A roll call vote was taken as follows:**

For: Ransford, Ottsen, Hannus, Kelly, Gottschall, Lojkovic

Opposed: None

The roll call tally was six votes in favor, and none opposed. President Kaz declared the meeting adjourned at 8:00 pm.

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DRAFT

**A PROCLAMATION HONORING THE PUBLIC SERVICE OF  
*William Burns***

**WHEREAS**, Police Sergeant William Burns has faithfully served the Village of Kenilworth and protected its residents and provided the community with loyal and dedicated public service as an employee of the Kenilworth Police Department for over twenty years; and

**WHEREAS**, during the time of his service, William Burns served as a police officer responding to emergency calls for assistance, investigating criminal matters, and performing important public safety acts; and he spent many evenings, weekends and holidays away from his family to provide for the protection of the residents in the Village of Kenilworth; and

**WHEREAS**, since joining the Village in June of 2003 William Burns has served the Village as a patrol officer and Sergeant in other specialized assignments including: Shift Commander, Lead Evidence Technician, NORTAF Evidence Technician, NORTAF Burglary Task Force, Community Policing Program Supervisor, NORTAF Forensics Liaison, Evidence and Property Manager, Records Supervisor, Technical Services Supervisor, Research and Development, Breath/Alcohol Test Operator, Field Training Officer and Police Pension Board Trustee since 2004; and having received dozens of letters of appreciation from citizens and outside police agencies, along with numerous department commendations for forensics investigation and crime scene processing leading to the arrest and conviction of criminal offenders.

**WHEREAS**, William Burns truly embraced the role of community policing where he established friendships with residents throughout Kenilworth; and was always willing to go above and beyond to help a person in need whether it was a police matter or not; and

**WHEREAS**, William Burns has been an asset to the Village for twenty years and will be sorely missed; and the Burns family has graciously supported the contribution and service of William Burns to the Village of Kenilworth Police Department with enthusiasm; and

**WHEREAS**, the Kenilworth Village Board of Trustees wishes to recognize and extend their heartfelt gratitude to William Burns for his dedication and commitment to service on behalf of the Board and the residents of the Village; and

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

The Village of Kenilworth hereby recognizes William Burns for his truly significant and outstanding contribution to the Village of Kenilworth since 2003.

The Village of Kenilworth hereby recognizes the Burns family for their support and sacrifice in the service of William Burns to the Village of Kenilworth and Kenilworth Police Department operations.

Dated this 20<sup>th</sup> day of June, 2023, at Kenilworth, Illinois.

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Cecily Kaz, Village President

ATTEST:

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Michael Gagnon, Village Clerk



## Request for Board Action

**Agenda Item:** IV – Warrant List

**Considered By:**  
Village Board

**Date:**  
06/20/23

**Staff Contact:** Patrick Brennan, Administration  
Tanya Walker, 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 \$609,409.40** - 96 disbursements
- **Class B Warrant List (attached) and Payroll totaling \$273,411.38**
  - Class B Check Register = \$8,039.01
  - Police Pensioner, May 25<sup>th</sup> \$75,551.83
  - Employee Payroll, May 25<sup>th</sup> \$84,439.23
  - Employee Payroll, June 15<sup>th</sup> \$105,381.31 (3 weeks + beach staff)
  - 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 39795 / 49A – May 15, 2023
  - Start/End Checks Class B - GEN 39796 - 39806
  - Start/End Check Class A - GEN 39807 - 39891– June 21, 2023
  - ACH Payments Class A/B 50A – 61A
- **Voided Checks and Cause**
  - none

CHECK REGISTER FOR VILLAGE OF KENILWORTH  
 CHECK DATE FROM 06/20/2023 - 06/23/2023  
 CLASS A WARRANTS - JUNE 20, 2023  
 TO BE APPROVED

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank GEN GENERAL OPERATING					
Check Type: ACH Transaction					
06/22/2023	GEN	51 (A)	ALLEN INTEGRATED CONTROL SOLUTIONS	SCADA ALARM SERVICE	600.00
06/22/2023	GEN	52 (A)	ANCEL, GLINK, DIAMOND, BUSH, DICANN	LEGAL SERVICES - APRIL LEGAL SERVICES - MAY	2,792.00 3,300.00
					6,092.00
06/22/2023	GEN	53 (A)	ANDRES MEDICAL BILLING LTD	COLLECTION FEES - APRIL 2023 COLLECTION FEES - MAY 2023	296.65 163.50
					460.15
06/22/2023	GEN	54 (A)	CHRISTOPHER B BURKE ENGINEERING LTD	STEEP SLOPE REVIEW - 227 & 525 SHERIDAN 345 IVY CT FINAL D&G INSPECTION FINAL D&G REVIEW - 555 EARLSTON D&G TCO SITE VISITS - 545 ESSEX 525 SHERIDAN RD - STEEP SLOPE REVIEW	419.71 175.00 175.00 350.00 1,144.00
					2,263.71
06/22/2023	GEN	55 (A)	CIORBA GROUP INC	ENG SVCS-CUMNOR, ABBOTSFORD, PARK 4/1/23 BRIER/MACLEAN/PARK - CONSTRUCTION MANAGE BRIER/MACLEAN/PARK - CONSTRUCTION MANAGE KW2023 GREEN STREETS - PHII ENG SVC PUNC DEVELOP ENGINEER'S ESTIMATE - MOVE MWRD	7,208.75 13,544.60 3,427.20 4,287.40 3,000.00
					31,467.95
06/22/2023	GEN	56 (A)	CRYSTAL MANAGEMENT &	JUNE 2023 MONTHLY CLEANING SERVICES	1,155.00
06/22/2023	GEN	57 (A)	GRANITE TELECOMMUNICATIONS	POTS PHONE LINES 6/1/23-6/30/23	185.60
06/22/2023	GEN	58 (A)	INTERDEV, LLC	SENTINEL ONE SECURITY - MAY CONTRACT IT SVC - MAY	192.28 3,904.53
					4,096.81
06/22/2023	GEN	59 (A)	LAUTERBACH & AMEN, LLP	ACCOUNTING SERVICES - APRIL 2023	6,941.00
06/22/2023	GEN	60 (A)	SAFE BUILT	MONTHLY PLAN REVIEWS - MAY 2023 MONTHLY BUILDING INSPECTIONS MAY 2023 MONTHLY BUILDING INSPECTIONS MAY 2023 (2	739.68 875.68 40.73
					1,656.09
06/22/2023	GEN	61 (A)	WOODHOUSE TINUCCI ARCHITECTS, LLC	FY 2023 - PHASE I ARCHITECTURAL SERVICES	18,470.00
					73,388.31
Total ACH Transaction:					

Check Type: Paper Check

06/20/2023	GEN	39807	ADDIS LAW GROUP	PROSECUTION SERVICES - COURT - MAY 2023	350.00
06/20/2023	GEN	39808	Adrian Jaronczyk	Escrow Refund 157 Woodstock Ave	2,500.00
06/20/2023	GEN	39809	ALTA CONSTRUCTION EQUIPMENT IL	TIE ROD END FOR TRACTOR	258.50
06/20/2023	GEN	39810	AMERICAN LEGAL PUBLISHING CORP	2023 S6 SUPPLEMENT PAGES & EDITING	1,149.87
06/20/2023	GEN	39811	Anthony Jerominski	Escrow Refund 636 Park Dr	2,500.00

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Check Date	Bank	Check	Vendor Name	Description	Amount
06/20/2023	GEN	39812	ARCHADECK OF CHICAGOLAND	ESCROW REFUND - 711 ROGER AVE	2,500.00
06/20/2023	GEN	39813	ARTISTIC ENGRAVING	CHIEF WALLET W/ BADGE	181.75
06/20/2023	GEN	39814	AT&T	287320238866X06032023 - POLICE CELL 04/2 287303834174X06062023 ADMIN PHONE 4/26/2 ATT FIRSTNET 287303836344X06032023 APRIL 287303835671X06032023 PW CELL - MAY	25.74 47.22 216.94 138.50
					<u>428.40</u>
06/20/2023	GEN	39815	BIANCA TIMBOTA BELIA	TREE DEPOSIT REFUND 155 MELROSE 2022-41T	6,400.00
06/20/2023	GEN	39816	Bills Plumbing	Escrow Refund 605 Brier St	2,500.00
06/20/2023	GEN	39817	BUILDERS ASPHALT	HMA FOR POTHOLE PATCHING ASPHALT AFTER MAIN BREAK ASPHALT FOR STORM SEWER REPAIR ASPHALT TO PATCH ROAD AFTER SEWER REPAIR	145.78 151.70 210.00 142.10
					<u>649.58</u>
06/20/2023	GEN	39818	BULLDOG SECURITY	SECURITY MONITORING PUBLIC WORKS 2023 YEARLY SECURITY ALARM MONITORING DUES	300.00 300.00
					<u>600.00</u>
06/20/2023	GEN	39819	BURRIS EQUIPMENT	EXCAVATOR RENTAL FOR BEACH RENT EQUIP LANDSCAPING AND BEACH GROOM RENT EQUIP. FOR LANDSCAPING RENT EQUIP FOR LANDSCAPING KUBODA	1,267.00 1,386.50 1,608.50 1,373.25
					<u>5,635.25</u>
06/20/2023	GEN	39820	CHICAGOLAND PAVING	ROAD IMPROVEMENTS-CUMNOR, ABBOTSFORD, PA ROADWAY IMPROVEMENTS-CUMNOR, ABBOTSFORD, ROAD IMPROVE-CUMNOR, ABBTS, PRK-ADD WORK	216,998.00 73,002.00 17,961.19
					<u>307,961.19</u>
06/20/2023	GEN	39821	CINTAS CORPORATION	SECOND WEEK OF MAY UNIFORM RENTAL FOURTH WEEK MAY UNIFORM RENTAL 5TH WEEK OF MAY UNIFORM RENTAL 1ST WEEK OF JUNE UNIFORM RENTAL	55.89 49.82 48.86 48.86
					<u>203.43</u>
06/20/2023	GEN	39822	CLEAN SWEEP	MAY STREET SWEEP	2,190.00
06/20/2023	GEN	39823	COM ED-STREET LIGHTS	COMED STREET LIGHTS 5/8/23-6/7/23	957.89
06/20/2023	GEN	39824	COMED	MAHONEY PARK ELECTRIC 4/25/23-5/24/23 642 ABBOTSFORD ELECTRIC 4/25/23-5/24/23 WATER TOWER ELECTRIC 4/28/23-5/30/23	40.51 47.62 30.29
					<u>118.42</u>
06/20/2023	GEN	39825	COMED	BOOSTER PUMP ELECTRIC 4/25/23-5/24/23	431.50
06/20/2023	GEN	39826	COMPUTERIZED INFORMATION SERV.	CREDIT REPORT-BACKGROUND INV-F/T OFC CAN	99.00
06/20/2023	GEN	39827	DANAE PROUSIS	Escrow Refund 321 Warwick	2,040.00
06/20/2023	GEN	39828	DELTA DENTAL OF ILLINOIS - VISION	VISION BENEFITS HD - JUNE 2023	12.74
06/20/2023	GEN	39829	DONICIO SILVA	DEFENSIVE TACTICS INSTRUCTOR CLASS-MAY 9	114.76
06/20/2023	GEN	39830	EARL TUCKMAN	REIMBURSEMENT-ADOBE ACROBAT-PT TUCKMAN-	38.86

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06/20/2023	GEN	39831	EHLS/LIFEWAY MOBILITY CHICAGO	INSTALL NEW CIRCUIT CONTROL FOR PHONE AT	1,500.00
06/20/2023	GEN	39832	ERNIES UNDERGROUND COMPANY	SEWER COLLAPSE ON EXMOOR TUDOR PL DEEP SEWER REPAIR WAYLAND WATER MAIN BREAK RESPONSE	2,600.00 4,000.00 3,800.00
					<u>10,400.00</u>
06/20/2023	GEN	39833	Ex-Stink Plumbing & Sewer	Escrow Refund 339 Kenilworth Ave	5,000.00
06/20/2023	GEN	39834	FEDEX	FEDEX LTR TO BOBCAT	11.85
06/20/2023	GEN	39835	FEECE OIL CO.	FUEL USAGE - MAY 2023	2,891.59
06/20/2023	GEN	39836	FIRE SAFETY CONSULTANTS, INC.	FIRE PLAN REVIEW	1,125.00
06/20/2023	GEN	39837	FIRST BANKCARD	ICC STUDY COMPANION - BUILDING INSP TEST OFFICE SUPPLIES / OWL CASE AND RULERS BEACH STAFF - SWIMSUIT BUILDING INSPECTOR TRAINING ANNUAL ILCMA MEMBERSHIP - COOPERATING MOBILE TEXT ALERTS - JUNE 2023 COMMAND STRIPS-BEACH IMP POSTERS CONSTANT CONTACT 05/21/23-6/20/23 CONSTANT CONTACT - EMAIL PREVIEW BEACH - LIFEGUARD SWIMSUIT CONCRETE FOR SIDEWALKS AND CURB AFTER SE ZOOM 5/10/2023-6/9/2023 INTERNET SVC - 04/15 - 05/14 INTERNET SERVICE - 06-15 THRU 07-14 BEACH STAFF - WHISTLES	82.75 96.10 26.99 567.00 65.00 25.00 13.99 55.00 3.00 45.78 581.22 63.96 209.16 209.16 3.75
					<u>2,047.86</u>
06/20/2023	GEN	39838	FIRST BANKCARD	BEACH ATTENDANT SHIRTS	29.84
06/20/2023	GEN	39839	FLAHERTY, MICHAEL & LINDA	Escrow Refund 523 Essex Rd	2,150.00
06/20/2023	GEN	39840	FLOOD BROTHERS DISPOSAL	ROLL OFF RENTAL DISPOSAL OF ROAD WASTE LANDSCAPE/REFUSE STICKERS	1,226.40 12,500.00
					<u>13,726.40</u>
06/20/2023	GEN	39841	FOSTER & FOSTER, INC.	PPF ACTUARY REPORT-CY22	6,376.00
06/20/2023	GEN	39842	G & L CONTRACTORS, INC.	SPOIL AND GRAVEL SUPPLY	4,909.70
06/20/2023	GEN	39843	Gajendra Sidana	Escrow Refund 242 Sheridan Road	2,500.00
06/20/2023	GEN	39844	GRAINGER	CAUTION TAPE AMERICAN FLAGS 4 BY 6 AND 3 BY 5 BATTERY FOR BLOWER AND CORDLESS TOOLS ADA PAD FOR SIDEWALKS VALVE BOX FOR WIRE CONNECTION AT LIGHTS PHOTOCONTROL FOR STREET LIGHTS EYE WASH BOTTLES FOR BEACH STREET LIGHT WIRE FOR STREET LIGHTS	103.64 425.73 199.36 176.46 250.08 114.00 48.54 1,210.64
					<u>2,528.45</u>
06/20/2023	GEN	39845	HARVEY JEWETT	Escrow Refund 745 Maclean	2,500.00
06/20/2023	GEN	39846	HEATHER MCFARLAND	ILCMA CONF TRAVEL REIMBURSEMENT	237.11
06/20/2023	GEN	39847	HOUSEAL LAVIGNE ASSOCIATES, LLC	MAY 2023 - ZONING REVIEW AND COMMISSION	2,692.50
06/20/2023	GEN	39848	ILLINOIS STATE POLICE	BACKGROUND CHECK - FARD	10.00
06/20/2023	GEN	39849	J.G. UNIFORMS INC	UNIFORMS-2 SHORT SLEEVE SHIRTS-PTO SILVA	153.90
06/20/2023	GEN	39850	KEN KAUFMAN	GREEN STREETS-BLUESTONE REPAIR-WOODSTOCK	1,786.00
06/20/2023	GEN	39851	KLOEPFFER CONSTRUCTION, INC	INSTALL FOUNDATION FOR URN ON SHERIDAN R	8,310.00
06/20/2023	GEN	39852	KRAM DIGITAL SOLUTIONS, INC	VEHICLE STICKER REMINDER POSTCARDS	968.33

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06/20/2023	GEN	39853	LECHNER AND SONS	MAT RENTAL TRAIN STATION 3RD WEEK MAY	39.96
				FOURTH WEEK OF MAY MAT RENTAL TRAIN STAT	39.96
				MAT RENTAL TRAIN STATION FOURTH WEEK MAY	39.96
				MAT RENTAL TRAIN STATION 1ST WEEK OF JUN	39.96
				SECOND WEEK JUNE MAT RENTAL TRAIN STATIO	39.96
					<u>199.80</u>
06/20/2023	GEN	39854	LEE JENSEN SALES CO., INC.	NYLON SLING FOR LIFTING AND HARDWARE	208.00
06/20/2023	GEN	39855	MAPLE CABLE CONSTRUCTION INC	DIRECTIONAL DRILL TWO LOCATIONS OFF OF O	2,915.00
06/20/2023	GEN	39856	MENARDS-MORTON GROVE	PARTS FOR SPRINKLERS	19.21
				ANCHORS FOR BEACH	154.32
				CONCRETE FOR BEACH BROKEN CONCRETE SQ.	47.17
					<u>220.70</u>
06/20/2023	GEN	39857	MENONI & MOCOJNI	MASON SAND FOR BRICK DRIVEWAYS	50.41
				10 BAGS OF PEAT MOSS	195.00
				10 BAGS OF PEAT MOSS FOR CUMNOR, ABBOTTS	195.00
				BOULDERS FOR SKOKIE DITCH AT WATER TOWER	210.00
				BOULDERS FOR SKOKIE DITCH AT WATER TOWER	259.00
					<u>909.41</u>
06/20/2023	GEN	39858	MID AMERICAN WATER OF	MANHOLE FRAMES AND RINGS	2,226.00
				MANHOLE DROP IN ADJUSTING RINGS	3,716.00
				6" REPAIR CLAMP FOR WATER MAIN	710.02
				8" CLAY TO PLASTIC REPAIR COUPLER SEWERS	154.00
					<u>6,806.02</u>
06/20/2023	GEN	39859	MILEVA ZUNJIC	Escrow Refund 514 Kenilworth Ave	2,500.00
06/20/2023	GEN	39860	MILLEN ACE HARDWARE	10 BAGS OF CONCRETE FOR BEACH ANCHORS	89.90
				GALVANIZED NIPPLE WATER SYSTEM	4.13
				VACUUM BREAKER FOR HOSE CONNECTION	8.99
				KPD BBQ GRILL PROPANE TANK REFILL	21.99
				LIQUID CHLORINE AND HOSE CONNECTOR	28.76
				BRASS HOSE SHUTOFF AND HOSE	68.36
				REFRIGERATOR LIGHT BULB-VILLAGE KITCHEN	4.13
					<u>226.26</u>
06/20/2023	GEN	39861	MORRISON ASSOCIATES, LTD.	PROFESSIONAL DEVELOPMENT SERVICE MAY 1-A	500.00
06/20/2023	GEN	39862	MOTOROLA	RADIO SYSTEM AIR TIME-JUNE 2023	460.00
06/20/2023	GEN	39863	NICOR	NICOR PUBLIC WORKS 04/26/2023-05/24/2023	183.55
				NICOR WATER PLANT 04/24/2023-05/22/2023	167.18
				NICOR VILLAGE HALL 04/26/2023-05/25/2023	344.75
				BOOSTER PUMP GAS 4/25/23-5/23/23	165.46
					<u>860.94</u>
06/20/2023	GEN	39864	NIPAS	NIPAS ANNUAL MEETING & LUNCHEON-3 ATTEND	105.00
06/20/2023	GEN	39865	NORTH SUBURBAN EMPLOYEE COOP	MEDICAL INSURANCE - MAY 2023	31,135.12
06/20/2023	GEN	39866	NORTH SUBURBAN EMPLOYEE COOP	DENTAL INSURANCE - MAY 2023	1,934.00
06/20/2023	GEN	39867	NOVA FIRE PROTECTION, INC	5 YEAR INTERNAL FIRE SYSTEM INSPECTION	5,105.00
06/20/2023	GEN	39868	OMEGA-NORTHSHORE	RESPIRATOR SCREENING - J.P.	179.00

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				RESPIRATOR SCREENING - R.T.	174.00
					<u>348.00</u>
06/20/2023	GEN	39869	OSAGE	TREE INSPECTIONS THOUGHOUT VILLAGE MAY	658.75
06/20/2023	GEN	39870	OSCAR PADILLA	TRAVEL/MEAL REIMBURSEMENT-JUVENILE INVES	61.62
06/20/2023	GEN	39871	PAPER TIGER DOCUMENT SOLUTIONS	DOCUMENT SHREDDING SERVICES	644.00
06/20/2023	GEN	39872	PEERLESS NETWORK, INC.	PHONE SERVICE 5/15/23-6/14/23	349.05
06/20/2023	GEN	39873	PHILIP BRUNELL	ADOBE ACROBAT SUBSCRIPTION-REIMBURSE P/T	31.86
06/20/2023	GEN	39874	QUADIENT FINANCE USA, INC.	POSTAGE EQUIPMENT RENTAL - 5/30/2023	106.92
06/20/2023	GEN	39875	RENEW PAVEMENT SOLUTIONS	DEEP CLEANING OF GREEN STREETS	6,196.50
06/20/2023	GEN	39876	ROSE PEST SOLUTIONS, INC.	SEMI-ANNUAL PEST CONTROL SPRAY VILLAGE H	78.00
06/20/2023	GEN	39877	Ryan and Jen Price	Escrow Refund 122 Woodstock	2,500.00
06/20/2023	GEN	39878	SHERWIN-WILLIAMS	SPACKLE FOR VILLAGE HALL AND TOOLS	40.30
				STAIN FOR PARK BENCHES AT BEACH	147.60
				STAIN FOR BENCHES AT BEACH	59.18
					<u>247.08</u>
06/20/2023	GEN	39879	STAPLES, INC.	OFFICE SUPPLIES-PENS, SCISSORS, NOTEBOOK	46.04
				KPD OFFICE SUPPLIES	484.29
					<u>530.33</u>
06/20/2023	GEN	39880	SUNRISE TREE SERVICE, INC.	TREE TRIMMING OF LARGE COTTON WOODS OVER	2,100.00
				125 WOODSTOCK NEEDED CRANE TO REMOVE DEA	1,380.00
				ELM TREE 330 ABBOTTSFORD NEEDED DEAD LIM	855.00
				TREE TRIM AND REMOVAL OF DEAD TREE ON EA	2,280.00
				CAMBISTAT TREE APPLICATION-GREEN STREETS	1,302.00
					<u>7,917.00</u>
06/20/2023	GEN	39881	SUPERIOR INDUSTRIAL SUPPLY CO.	TOILET PAPER, TISSUE AND CAN LINERS	418.18
06/20/2023	GEN	39882	SWANNC	JULY 2023 WASTE TIP FEE	3,939.00
06/20/2023	GEN	39883	TECHNOLOGY MANAGEMENT REV FUND	CRIMINAL JUSTICE CONNECTIVITY-APRIL 2023	187.08
06/20/2023	GEN	39884	THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTIONS - 1 KENILWORTH AVE	43.00
06/20/2023	GEN	39885	THOMSON REUTERS-WEST	INVESTIGATIVE TOOL-MAY 2023	210.06
06/20/2023	GEN	39886	TIM SIMONDS	Escrow Refund 211 Abingdon Ave	995.00
06/20/2023	GEN	39887	VERIZON WIRELESS	CELL SERVICE METER READ 5/4/23-6/25/23	70.22
06/20/2023	GEN	39888	VILLAGE OF WILMETTE	PURCHASE OF WATER - APRIL 2023	13,290.79
				PURCHASE OF WATER - MAY 2023	25,101.09
					<u>38,391.88</u>
06/20/2023	GEN	39889	WILMETTE TRUCK & BUS SERVICE	5 VEHICLES INSPECTED FOR SAFETY LANE	200.00
06/20/2023	GEN	39890	WORLD CUP/COFFEE U.S.A. & VEND	COFFEE	55.69
06/20/2023	GEN	39891	ZAFIRO PAPASTRATAKOS // ZTP STUDIO	MAY-JUNE 20223 MONTHLY PERMIT / CODE ENF	6,083.95
				Total Paper Check:	<u>536,021.09</u>

GEN TOTALS:

Total of 96 Checks:	609,409.40
Less 0 Void Checks:	0.00
Total of 96 Disbursements:	<u>609,409.40</u>

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Check Date	Bank	Check	Vendor Name	Description	Amount
Bank GEN GENERAL OPERATING					
Check Type: ACH Transaction					
05/26/2023	GEN	50 (A)	MADISON NATIONAL LIFE	LIFE INSURANCE - JUNE 2023	278.02
				Total ACH Transaction:	<u>278.02</u>
Check Type: Paper Check					
05/25/2023	GEN	39796	ADDIS LAW GROUP	PROSECUTION SERVICES - COURT - APRIL 20	350.00
05/25/2023	GEN	39797	AT&T	FIRSTNET AT&T MARCH 26-APRIL 25-28732023	42.19
05/25/2023	GEN	39798	COM ED-STREET LIGHTS	COMED STREET LIGHTS 4/7/23-5/8/23	1,038.20
05/25/2023	GEN	39799	DELTA DENTAL OF ILLINOIS - VISION	VISION BENEFITS - JUNE 2023	215.07
05/25/2023	GEN	39800	DONICIO SILVA	TRAINING CLASS-EMOTIONAL SURVIVAL-PTO SI	42.97
05/25/2023	GEN	39801	FIRST BANKCARD	LAPTOP COMPUTER, REFURBISHED	1,465.02
				LAPTOP DOCKING STATION	286.87
				GARVEYS-NEW VB TRUSTEE NAME PLATES	37.38
				MOBILE TEXT ALERTS - MAY 2023	25.00
				ILCMA SUMMER CONFERENCE REGISTRATION - B	275.00
				CONSTANT CONTACT 4/21/23-5/20/23	45.00
				BEACH STAFF SUPPLIES - SWIMSUITS	93.81
				RECOGNITION PLAQUES FOR OUTGOING TRUSTEE	248.40
				ASSEMBLY HALL RENTAL - BEACH IMPROVEMENT	150.00
				ZOOM SERVICES 4/10/23-5/9/23	63.96
				BEACH STAFF T-SHIRTS & WHISTLES	103.79
					<u>2,794.23</u>
05/25/2023	GEN	39802	FIRST BANKCARD	MEETING FOOD-PROJECT VP	36.39
				PARKING FOR MEETING-PROJECT VP	39.00
				COMMUNITY POLICING-COTTON CANDY GIVE AWA	180.81
				TASER HOLSTER FOR NIPAS MFF-OFC LABEAU	51.02
					<u>307.22</u>
05/25/2023	GEN	39803	FIRST BANKCARD	LAMINATED NO PARK SIGNS	111.00
				ANGLE IRON FOR DOOR FRAME	50.38
				FLAT STOCK STEEL WELD PLATE ON TRACTOR	43.00
				SEED AND EROSION BLANKET ROGER AND STERL	655.57
				PEM MULCH SEED ACCELERATOR	118.76
				25 ROLLS OF EXELCIER BLANKET	439.95
				SEED AND SEED AID	555.00
				WILD FLOWER SEED FOR RICHMOND RD.	318.75
				SEED STARTER PELLET AND SEED	392.00
					<u>2,684.41</u>
05/25/2023	GEN	39804	MARK LABEAU	TRAVEL/MEAL REIMBURSEMENT-SEXUAL ASSAULT	64.19
05/25/2023	GEN	39805	MICHAEL MILJAN	TRAINING REIMB.-DEF TACTICS FOR PATROL-M	43.23
				TRAINING REIMB.-BENEATH THE BODY ARMOR C	55.15
				TRAINING REIMB.-SFST REFRESHER CLASS-MAR	16.90
				TRAINING REIMB.-CHILD ABUSE AWARENESS CL	37.07
					<u>152.35</u>

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Check Date	Bank	Check	Vendor Name	Description	Amount
05/25/2023	GEN	39806	VERIZON WIRELESS	CELL SERVICE FOR METER READ 04/04/23-05/	70.16
				Total Paper Check:	7,760.99

GEN TOTALS:

Total of 12 Checks:	8,039.01
Less 0 Void Checks:	0.00
Total of 12 Disbursements:	8,039.01



## Request for Board Action

**Agenda Item:** 02

**Considered By:**  
Village Board

**Date:**  
06/20/23

**Staff Contact:** Chief Bryan Carlson, Police Department

**Subject:** Authorization to Hire One Full-time Police Officer to Fill an Anticipated Vacancy

**Summary:** On July 3, 2023, Sergeant William Burns will retire from the Police Department, thereby creating one full-time police officer vacancy. It is recommended that the vacancy is filled and a suitable candidate has been identified. Village Board authorization is requested to hire one full-time police officer at the hourly rate of \$45.43 per hour.

**Background of Matter:** On July 3, 2023, William Burns will be retiring from his full time position as Sergeant with the Kenilworth Police Department.

This retirement creates a full time position vacancy within the Police Department.

The Police Department staffing has been reviewed and it is recommended to fill the vacant full time position upon Sergeant Burns's retirement.

The Police Department posted a job ad to identify full time police officer candidates. Job applications were reviewed and experienced well qualified candidates were interviewed. It is recommended that the Board approve 1 full time Police Officer at the recommended hourly wage of \$45.43/hr (\$94,500.00 per year). This recommendation is aligned with our most recent full time hire. The estimated hire date is Friday, August 4, 2023.

Sergeant Burns's retirement reduces the number of full time Sergeants from 2 to 1. A recommendation to fill the Sergeant vacancy will be made at a future meeting.

**Policy:** Chapter 32 Section 32 of the Kenilworth Code of Ordinances authorizes that whenever a vacancy occurs, the Chief shall, subject to the approval of the Village Board, employ a new member to fill the position.

**Financial Impact:** The Village's FY 2023 budget would not be negatively impacted by this request if a Sergeant wasn't promoted in FY 23. The financial impact would be a savings of \$12,861.46, the difference from Sergeant Burns salary (\$107,361.46) to the recommended salary of \$94,500 for the new full time hire.

**Recommendation:** The Chief of Police recommends the approval of a starting salary for this new full-time hire of \$94,500.00.

**Attachments:** None



## Request for Board Action

**Agenda Item:** 03

**Considered By:** Village Board  
**Date:** 06/20/23

**Staff Contact:** Bryan Carlson, Police Chief

**Subject:** Adoption of an Ordinance Declaring Certain Items as Surplus Property 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 if it no longer benefits the Village prior to disposition. Sergeant Bill Burns has announced his retirement and the Village desires to present him with his duty weapon as a token of appreciation. The provided ordinance declares the weapon surplus and authorizes Sgt Burns to purchase it for a nominal amount.

**Background of Matter:** Police Sergeant Bill Burns recently announced his intent to retire from the Village effective July 3, 2023 after over 20 years of service. For the duration of his law enforcement career, Bill Burns has been required to carry a Village-issued duty weapon for the protection of both the community and himself. For approximately the past 10-years, the assigned weapon has been a Glock 21 handgun.

In recognition for his service to the Village of Kenilworth, it is recommended that the Village Board consider allowing Sgt Burns to purchase his duty weapon for \$1. The weapon has been in service for approximately 10 years and it is unlikely that it would be re-issued to a different police officer. Therefore, the weapon is no longer needed by the Village. In order to allow for the sale/purchase, the Village Board would need to pass an ordinance declaring the item as surplus and allow for the sale.

**Policy:** Village property must be determined to be no longer of value to the Village in order for it to be sold or disposed. An Ordinance is required for the determination.

**Financial Impact:** The duty weapon has been in service for approximately 10 years, and it is unlikely to be reissued to another police officer. Therefore, its value to the village is minimal.

**Recommendation:** The Police Chief recommends the Village Board consider and adopt the attached ordinance as presented.

**Attachment:** Ordinance Authorizing the Sale or Disposal of Surplus Village Property

**AN ORDINANCE AUTHORIZING THE SALE OR DISPOSAL OF SURPLUS PROPERTY**

Passed by the Board of Trustees this \_\_\_\_ day of June, 2023

Published by the Board of Trustees this \_\_\_\_ day of June, 2023

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 THE SALE OR DISPOSAL OF SURPLUS PROPERTY**

**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**, Sergeant William Burns (“Burns”) has been an employee of the Village for over 20 years; and

**WHEREAS**, Burns served as a police officer and sergeant in the Village and was both widely known and regarded by residents and visitors; and

**WHEREAS**, Burns has announced his retirement from the Village of Kenilworth effective July 3, 2023; and

**WHEREAS**, Burns was entrusted with a Village-owned firearm as his duty weapon which was required to be with him at all times while on duty; and

**WHEREAS**, the Glock 21 firearm, more fully described in Exhibit A (“Duty Weapon”), issued to Burns was not used by any other police officers; and

**WHEREAS**, the Village President and Board of Trustees wish to recognize Burns for his years of service to the Village of Kenilworth; and

**WHEREAS**, allowing Burns to purchase his Duty Weapon would be viewed by him as a welcome recognition; and

**WHEREAS**, the President and Board of Trustees have determined that it is appropriate to honor Officer Burns’ service by allowing him to purchase his issued Duty Weapon, that it is no longer necessary or useful for the Village to retain the Duty Weapon, and that disposing of the Duty Weapon in accordance with this Ordinance’s terms is in the Village’s best interests.

**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. 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 Village Manager is hereby authorized and directed to sell or dispose of the property listed in Exhibit A.

**SECTION 3. METHOD OF SALE.** The Village Manager is further authorized to sell the service weapon to retired Sergeant William Burns at an amount of \$1.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall be effective following its passage, approval, and publication in pamphlet form in the manner required by law.

Passed this \_\_\_ day of \_\_\_\_\_, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Village President

Attest:

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

## **EXHIBIT A**

- Glock G21 Generation 4 handgun (Serial #VVM381, Caliber .45)



## Request for Board Action

**Agenda Item:** 04

**Considered By:**  
Village Board

**Date:**  
06/20/23

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

**Subject:** Adoption of a Resolution Authorizing the Execution of a Contract with Schroeder & Schroeder for the 2023 Sidewalk Replacement Program in the Amount Not to Exceed \$26,000

**Summary:** Typically, the Village undertakes an annual sidewalk replacement program to replace sidewalk panels that are damaged. The proposed work was bid through the Municipal Partnering Initiative with Schroeder & Schroeder as the lowest responsible bidder. Staff recommends awarding the 2023 Sidewalk Replacement Program to Schroeder & Schroeder in the amount of \$26,000.

**Background of Matter:** Annually, the Village undertakes a sidewalk replacement program to replace sidewalk panels in poor condition. For this year's program, the Village identified 2,075 square feet of sidewalk panels that need replacement. The MPI selected Schroeder & Schroeder as the lowest responsible bidder at \$12.50 square foot for the 2023 Sidewalk Replacement Program. The Village has previously contracted with Schroeder & Schroeder for the program and was satisfied with their work.

The sidewalk bidding process was conducted by the City of Lake Forest on behalf of several communities, including Kenilworth. The process is substantially similar to the formal bidding process conducted by the Village and is an acceptable alternative as identified in the Purchasing Manual. Based on positive past experiences with Schroeder & Schroeder, staff recommends awarding them the 2023 Sidewalk Replacement contract in the amount not to exceed \$26,000.

**Policy:** A formal bid process and Village Board approval is required for all contracts in excess of \$20,000. The bid process performed by City of Lake Forest meets the requirements set forth in the Village's Purchasing Manual.

**Financial Impact:** The Capital Improvement fund budget for FY23 included \$26,000 for sidewalk replacements.

**Recommendation:** Staff recommends that the Village Board award the 2023 Sidewalk Replacement Program to Schroeder and Schroeder in the amount not to exceed \$26,000.

**Attachment:**

- Resolution Awarding the Contract

**VILLAGE OF KENILWORTH  
RESOLUTION NO. 2023-\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH SCHROEDER &  
SCHROEDER OF SKOKIE, ILLINOIS FOR THE 2023 SIDEWALK REPLACEMENT  
PROGRAM IN THE AMOUNT NOT TO EXCEED \$26,000.**

**WHEREAS**, the Village of Kenilworth ("Village") is a non-home rule municipality located in Cook County, Illinois; and

**WHEREAS**, the Village is responsible for maintaining, repairing, and replacing sidewalks within the Village limits; and

**WHEREAS**, the Village has identified approximately 2,075 square feet of sidewalk in need of repair or replacement; and

**WHEREAS**, the Village is interested in seeking construction services to repair or replace the identified sidewalk panels; and

**WHEREAS**, the Village purchasing manual requires a formal bidding process and Village Board approval for projects over \$20,000; and

**WHEREAS**, the City of Lake Forest solicited sealed bids for sidewalk replacement services in 2023 through the Municipal Partnering Initiative on behalf of several villages, including the Village of Kenilworth; and

**WHEREAS**, the sealed bid process conducted by the City of Lake Forest substantially meets the requirements of the Village of Kenilworth Purchasing Manual; and

**WHEREAS**, the partnering communities in the bid have expressed their intention of accepting contract for 2023; and

**WHEREAS**, Schroeder & Schroeder's past performance in the Village had met or exceeded expectations; and

**WHEREAS**, Village Staff have reviewed the bid and recommend that Schroeder & Schroeder is determined to be the low and responsible bidder; and

**WHEREAS**, the Village fiscal year 2023 budget includes the funding necessary to compensate the vendor for the selected work; and

**WHEREAS**, The Village of Kenilworth ("Village") and Schroeder & Schroeder ("Contractor") desire to enter into a contract for the 2023 Sidewalk Replacement Program; 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. Recitals. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2. Acceptance of Sealed Bids. The sealed bid process conducted by the City of Lake Forest was in substantial compliance with the Village Purchasing Manual.

Section 3. Award of Contract. The contract for the 2023 Sidewalk Replacement program is hereby awarded to Schroeder & Schroeder in a form substantially similar to the contract for which will be made available upon request.

Section 4. Execution of Contract. The Village Manager is hereby authorized and directed to execute, on behalf of the Village, a contract with Schroeder & Schroeder for the 2023 Sidewalk Replacement program. If an executed copy of the agreement is not signed by both parties within 60 days after the effective date of this Resolution, then the Village has the right but not the obligation to cancel the contract.

AYES:

NAYS:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Village President

Attest:

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

2023 Concrete Streets, Curb, and Sidewalk Replacement Project (#8426984)

Owner: Lake Forest IL, City of

Solicitor: Lake Forest IL, City of

04/20/2023 10:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate Unit Price	Schroeder & Schroeder Inc. Unit Price	D'Land Construction, LLC Unit Price	G&M cement construction Unit Price
Base Bid	1		1 5" PCC Sidewalk Remove & Replace	Sq Ft	10250	\$7.95	\$12.50	\$17.00	\$16.00
	2		2 7" PCC Sidewalk Remove & Replace	Sq Ft	1500	\$8.23	\$12.50	\$19.00	\$20.00
	3	400300	ADA Detectable Warning	Sq Ft	80	\$51.08	\$37.50	\$45.00	\$55.00
	4		4 Comb PCC Curb & Gutter Remove & Replace, Match Existing (Intermittent)	Ln Ft	573	\$28.38	\$35.00	\$65.00	\$80.00
	5		5 Class B Patch 7?, TY III-IV, Remove & Replace	Sq Yd	400	\$88.54	\$78.00	\$150.00	\$160.00
	6		6 VV, MH, Inlets to be Adjusted	Ea	1	\$454.03	\$500.00	\$950.00	\$1,000.00
	7		7 Traffic Control and Protection for Temporary Detour	Ea	3		\$3,750.00	\$5,250.00	\$5,500.00
	8		8 Arrow Board	Cal Day	6		\$375.00	\$550.00	\$500.00
	9		9 P.C.C. Pavement Patch, CL B (7")	Sq Yd	5000		\$78.00	\$135.00	\$145.00
	10		10 P.C.C. Pavement Patch, CL B, State & County Roads, Base Only (9")	Sq Yd	160		\$95.00	\$225.00	\$250.00
	11		11 P.C.C. Driveway Pavement Removal and Replacement (6?)	Sq Yd	300		\$74.50	\$150.00	\$150.00
	12		12 P.C.C. Sidewalk Removal and Replacement (5-6?)	Sq Ft	44075		\$12.50	\$15.50	\$16.00
	13		13 P.C.C. Patio Removal and Replacement	Sq Ft	250		\$18.00	\$50.00	\$45.00
	14		14 Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12, B6.18)	Ln Ft	2305		\$35.00	\$60.00	\$59.00
	15		15 Combination Concrete Curb & Gutter Removal and Replacement (B6.24)	Ln Ft	100		\$50.00	\$75.00	\$100.00
	16		16 Detectable Warning Fields	Ea	33		\$375.00	\$400.00	\$550.00
	17		17 Reinforcement Bars, Epoxy Coated-Two Continuous No. 5	Ln Ft	100		\$2.50	\$9.00	\$10.00
	18		18 Tree Grate Installation	Ea	7		\$750.00	\$1,200.00	\$800.00
	19		19 P.C.C. Sidewalk Removal and Replacement (5-6?), State & County Road	Sq Ft	200		\$15.00	\$25.00	\$30.00
	20		20 P.C.C. New Sidewalk Placement (5")	Sq Ft	1600		\$16.00	\$21.00	\$25.00
	21		21 P.C.C. Pavement Remove & Replace (7")	Sq Yd	80		\$90.00	\$200.00	\$225.00



## Request for Board Action

**Agenda Item:** 05

**Considered By:**

**Date:**

Village Board

06/20/23

Village Board

03/20/23

**Staff Contact:** Patrick Brennan, Administration  
Nikki Ang, Management Analyst

**Subject:** Approval of a Change Order to the Contract with Chicagoland Paving in the Amount of \$18,549.19

**Summary:** At the March 20, 2023 Village Board meeting, the 2023 Roadway Improvements Project was awarded to Chicagoland Paving in the amount of \$290,000. Final quantities submitted by the contractor listed additional unapproved work on Abbotsford Road and Park Drive. Upon review of the pay estimate, Ciorba Group determined that the additional services resulted in a better functioning roadway. Therefore, staff recommends a change order to the contract in the amount of \$18,549.19.

**Background of Matter:** On March 20, 2023, the Village Board awarded the 2023 Roadway Improvements Project on Cumnor and Abbotsford roads, south of Kenilworth Avenue, and eastbound Park Drive from Brier Street to Green Bay Road, to Chicagoland Paving in the amount of \$290,000. Additionally, a professional services agreement was executed with Ciorba Group to provide construction management services on behalf of the Village. The project began on April 17, 2023 and was completed ahead of schedule on May 1, 2023.

Prior to the start of the project, a preconstruction meeting was held to discuss project scheduling. At the meeting, the contractor was informed of a change to the scope of work that specified a refinement of the center pitch of the roadway on Cumnor Road. While the additional work on Cumnor Road was expected, the contractor completed additional work outside of the approved scope of work that added excess quantities of asphalt on Abbotsford Road and Park Drive. The contractor clarified the need for additional asphalt due to the deteriorating conditions of the roadways. Ciorba Group verified that the additional quantities provided a more effective product that would eliminate any existing low points and ensured proper drainage. Ciorba Group recommends that the Village pay 50% of the additional quantities used.

The project costs are summarized as follows:

	<b>Anticipated Amount</b>	<b>Recommended Amount</b>
<b>Budget Amount</b>	\$290,000.00	\$289,412.00
<b>Additional Work on Cumnor</b>	\$8,469.19	\$8,469.19
<b>Additional Level Binder</b>	-----	\$10,080.00
<b>Total</b>	<b>\$298,469.19</b>	<b>\$307,961.19</b>

After discussions between Ciorba Group and Chicagoland Paving, the contractor has agreed to a 50% payment for the quantity amount. Based on this agreement, it is recommended that the Village Board approve a change order for the additional work on Cumnor Road, Abbotsford Road, and Park Drive to the contract in the amount of \$18,549.19.

**Policy:** Village Board authorization is required for change orders to contracts.

**Financial Impact:** The Village Board approved contract amount of \$290,000 is being funded by the MFT fund. With sufficient funds remaining in the KW2023 account, the additional \$18,549.19 for the change order would be acquired from the KW2023 fund.

**Recommendation:** Staff recommends a change order to the contract in the amount of \$18,549.19, as recommended by Ciorba Group, for the additional work on Cumnor Road, Abbotsford Road, and Park Drive.

**Attachment:**

- Ciorba Recommendation Letter
- Pay Estimate

To: Patrick Brennan  
Village of Kenilworth

From: Michael Kowalski, P.E.

Date: 05/25/2023

Reference: Additional HMA Surface Course

Project No.: Cumnor-Abbotsford-Park Roadway Improvement

Chicagoland Paving is requesting compensation for an additional 192 Tons of HMA Surface Course on the Cumnor-Abbotsford-Park Roadway Improvement Project. This additional quantity yields an extra cost of \$20,160 to the project.

The additional HMA surface course was required due to the new curb and gutter being placed above the existing edge of pavement on Abbotsford and Park. The direction from the Village was to place the curb at the existing edge of pavement. DiNatale Concrete determined this would lead to low points in the road and raised the curb to eliminate potential drainage issues. However, DiNatale did not submit a formal request to Ciorba or the Village of Kenilworth for direction on this change and did it on their own accord. If this was communicated properly, Ciorba and the Village could have worked with DiNatale to eliminate any low points AND minimize the difference between edge of pavement and new curb and gutter limiting the additional quantity and cost of HMA Surface Course.

In Ciorba's opinion this change in work did provide a better product for the Village, but could have been limited if properly coordinated. Therefore, I would recommend paying for half of the requested additional quantity (96 TONS). Should the Village agree, it should be not more than \$10,080.

Sincerely,



Michael Kowalski, PE





## Request for Board Action

**Agenda Item:** 06

**Considered By:**  
Village Board

**Date:**  
06/20/23

**Staff Contact:** Patrick Brennan, Village Manager

**Subject:** Acceptance of the Annual Financial Report for the Period January 1 through December 31, 2022

**Summary:** The Village is required to have an annual financial report prepared no less than once every 12-months. Attached for consideration is the annual audit of the Village's financial statements for calendar year 2022 as prepared by the independent auditing firm of Sikich.

**Background of Matter:** A copy of the Village of Kenilworth Annual Financial Report for fiscal year ended December 31, 2022 was provided in advance of the Board Meeting. It is anticipated that a representative from Sikich will participate in the Village Board meeting to present the draft audit report and address any questions the Board may have regarding the document.

The common question regarding an audit was if the determination was that we had a "clean" audit. The answer is "yes," but more accurately the auditors expressed an opinion that the financial statements prepared by the Village present fairly, in all material aspects, the financial position of our activities. Their opinion is expressed on page one of the audit and this is the best opinion that a governmental body can achieve on their audit.

An electronic copy of the draft audit was provided to the Village Board prior to the meeting. Additionally, upon acceptance by the Board, the final version will be placed on the website with our past audits.

This represents the second year of Sikich auditing the Village's financial records. Sikich also performs the independent audit of the TIF Fund as well as the Illinois Department of Insurance report.

**Financial Impact:** There is no financial impact associated with the acceptance of the audit. Funds necessary for engaging an independent firm for the audit process are budgeted on an annual basis.

**Recommendation:** It is recommended that the Village Board review and accept the annual financial report as prepared and presented by the auditor.

**Attachment:** Annual Financial Report for Calendar Year 2022 (provided under separate cover)



## Request for Board Action

**Agenda Item:** 07

**Considered By:**  
Village Board

**Date:**  
06/20/23

**Staff Contact:** Patrick Brennan, Administration

**Subject:** Adoption of a Resolution Authorizing Execution of a Professional Services Agreement with the Ciorba Group of Chicago, Illinois for Green Bay Road Design Services in the Estimated Amount of \$109,200

**Summary:** One of the goals in the FY23 budget was to commence a review of the configuration of Green Bay Road within the business district. An RFP was released and staff from Winnetka and Kenilworth reviewed the proposals. Based upon that review, it is recommended that the Ciorba Group is engaged for the project as a precursor to a future Phase 1 engineering study.

**Background of Matter:** In 2022, the Village completed the re-visioning process for the Green Bay Road business corridor. The process included focus group meetings, and public forums as well as stakeholder surveys. During the visioning process, a number of commenters raised concerns related to traffic speed and pedestrian safety along Green Bay Road.

An analysis of the Green Bay Road corridor mobility was conducted in 2012. The transportation corridor analysis was funded by the Regional Transportation Agency (RTA) through a planning grant. A steering committee for the project, led by the Plan Commission, included representatives from Sears School, the Park District, PACE, METRA, Union Pacific, and IDOT. Consulting support was provided by Houseal Lavigne as the lead planner, Gewalt Hamilton (traffic engineering), Active Transportation Alliance (transit specialists), and Altamanu (urban planning). The team reviewed the Green Bay Road corridor and its surrounds, and offered recommendations to improve traffic, pedestrian, and transit uses in the area. The Green Bay Road Conceptual Transportation and Streetscape report (Green Bay Report) was delivered in October of 2013.

The Green Bay Report included a number of recommended options to improve the corridor. Several have been implemented in the time since the report was released. Examples include the relocation of Sterling Road and the reconfiguration of the Richmond/Kenilworth intersection near the train station. One of the most significant recommendations in the Green Bay Report was to reconfigure the roadway from four lanes to three. The recommendation was for a single lane of travel north and south, a center turn lane, and a protected diagonal parking lane on the west side of the roadway. A number of residents expressed opposition at the time, believing that the change would cause long traffic delays, a point disputed by the traffic engineering team.

Ten years have passed since the Green Bay Report was released. With a renewed interest in the business district, continued concerns regarding traffic flow, and a desire to create a pedestrian friendly area, the Village Board agreed to revisit the reconfiguration concept for Green Bay Road in 2023. The project is listed in the budget goals for the current fiscal year.

A reconfiguration of Green Bay Road would have the potential to impact the Village of Winnetka. Therefore, President Kaz and the Village Manager initiated discussions with representatives from the Village of Winnetka regarding the potential to revisit the Green Bay Report. The goal being to take a joint approach and ensure a seamless transition of roadway and possibly streetscape between the villages. The initial response from the Winnetka representatives was encouraging.

In early 2023, staff jointly prepared and released a request for proposals to revisit the concepts for Green Bay Road. The RFP was released and two design/engineering firms provided proposals. The proposals were reviewed by staff from both Winnetka and Kenilworth and the team unanimously selected the proposal from the Ciorba Group as the preferred option. There are a number of reasons the proposal from the Ciorba Group was identified as preferred. Those include:

- Experience working on the Winnetka streetscape enhancement projects;
- Proposed partnership with Teska Associates, who also worked on the streetscape project;
- Experience with Kenilworth working on several projects, including Green Streets;
- Offering the lowest proposed price for services.

Because of these reasons, the village managers of both communities recommend entering into a professional services agreement with the Ciorba Group to initiate a study of Green Bay Road between Kenilworth Avenue and Winnetka Road. The purpose of the study would be to explore the feasibility and desirability of the roadway reconfiguration concepts as proposed in the Green Bay Report, and identify streetscape enhancements. The analysis would serve as the foundation for a Phase 1 Engineering report which would be the required next step should the communities wish to proceed with any roadway work. This, due to the fact that the roadway is owned and maintained by the Illinois Department of Transportation. A detailed description of the proposed services, which includes public meetings in both communities, is included in the Ciorba Scope of Work as an exhibit to the professional services agreement.

As written, the Village of Kenilworth would engage the Ciorba Group. However, Winnetka representatives would be participating as desired at all stages. If the agreement is authorized by the Village Board, work would commence as soon as possible. The Village of Winnetka is likely to consider the proposal in either late June or early July.

**Policy:** Village Board approval is required to engage in non-emergency agreements in excess of \$20,000. Additionally, the Village Purchasing Manual guides the process for the purchase of materials in excess of \$20,000. The practice of the Village is to solicit proposals for professional services in a like manner.

**Financial Impact:** The proposal from Ciorba was for \$109,200. The Village of Winnetka has tentatively agreed to pay 30% (\$32,760), leaving \$76,440 in Village expenses. The study area is approximately 70% in Kenilworth and 30% in Winnetka.

The TIF fund included \$45,000 in projected expenditures for the project. The remaining \$31,440 may be funded through either the Capital Improvement Fund (27), or Tax Increment Financing Fund (14).

**Recommendation:** The Village Manager recommends that the Village Board adopt the resolution as presented, authorizing the agreement with the Ciorba Group.

**Attachments:** Resolution and Professional Services Agreement

**VILLAGE OF KENILWORTH  
RESOLUTION NO. 2023-\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES  
AGREEMENT WITH THE CIORBA GROUP FOR GREEN BAY ROAD  
DESIGN & ENGINEERING SERVICES**

**WHEREAS**, the Village of Kenilworth ("Village") is a non-home rule municipality located in Cook County, Illinois; and

**WHEREAS**, the Village solicited professional engineering services proposals for Green Bay Road Design and Engineering Services ("Services") on behalf of the Village and the Village of Winnetka ("Winnetka"); and

**WHEREAS**, the Village received two proposals in response to the solicitation; and

**WHEREAS**, staff from both the Village and Winnetka ("Review Team") reviewed the proposals in substantial conformance with the Village Purchasing Manual; and

**WHEREAS**, the Review Team determined the proposal from the Ciorba Group of Chicago, Illinois to best meet the needed Services; and

**WHEREAS**, the Ciorba Group proposed providing the Services for \$109,200; and

**WHEREAS**, The Village and the Ciorba Group desire to enter into a professional services agreement for the Services (**Exhibit A**); and,

**WHEREAS**, the Board of Trustees finds that it is in the best interest of the Village and its residents to contract the Services from the Ciorba Group; 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.     Recitals. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2.     Approval. The Agreement with Ciorba Group is hereby approved in a form substantially similar to that provided in Exhibit A.

Section 3.     Execution. The Village Manager is hereby authorized and directed to execute, on behalf of the Village, the Agreement with Ciorba Group. If an executed copy of the agreement is not signed by both parties within 60 days after the effective date of this Resolution, then the Village has the right but not the obligation to cancel the agreement without further obligation.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Village President

Attest:

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

**Exhibit A**

Professional Services Agreement

**VILLAGE OF KENILWORTH  
PROFESSIONAL SERVICES AGREEMENT  
FOR DESIGN AND ENGINEERING SERVICES**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of June, 2023 (“**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:

Ciorba Group, Inc. (“**Consultant**”)  
8725 W. Higgins Rd., Suite 600  
Chicago, IL 60031  
Telephone: 773-775-4009  
Email: dolaughlin@ciorba.com

**B. Project Description.** The Consultant will provide design and engineering services for the refinement of the Green Bay Road Realignment and Streetscape concepts. The work will be conducted jointly with the Village of Kenilworth and Village of Winnetka. The design and engineering services are more fully set forth in Exhibit A.

**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 \$109,200, as outlined in Exhibit A, including reimbursable expenses, unless 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 “**Commencement Date**”). The Consultant shall diligently and

continuously prosecute the Services until the completion of the Work, but in no event later than 30 days working days from the start of the project ("***Time of Performance***").

**D. Reporting.** The Consultant shall regularly report to the Village Manager, or 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.

**B. Invoices and Payment.** The Consultant shall be paid as provided in Exhibit A. 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 A. The Village shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

**C. 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.

**D. 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.

**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 Consultant.

**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: 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 shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save 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 Consultant'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 Consultant, except to the extent caused by the sole negligence of the Village.

**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 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 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 A.

**G. Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village Manager determines that all of the Services under this Agreement, including warranty services, are completed. 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.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager.

**N. Ownership.** Designs, drawings, plans, specifications, photos, 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: Patrick Brennan  
E-mail: pbrennan@vok.org

With a copy to:

Ancel Glink, P.C.  
140 S. Dearborn St., 6<sup>th</sup> Floor  
Chicago, IL 60603  
Attention: Kenilworth Attorney

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

Ciorba Group, Inc. ("**Consultant**")  
8725 W. Higgins Rd., Suite 600  
Chicago, IL 60031  
Telephone: 773-775-4009  
Attn: Duane O'Laughlin, Chief Operating Officer  
Email: dolaughlin@ciorba.com

**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 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.

ATTEST:

**VILLAGE OF KENILWORTH**

By: \_\_\_\_\_  
Management Analyst

By: \_\_\_\_\_  
Village Manager

ATTEST:

**CONSULTANT**

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

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

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

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

**EXHIBIT A**

**SCOPE OF SERVICES**

**&**

**AGREEMENT AMOUNT**

## SCOPE OF WORK

CONSULTANT:	Ciorba Group, Inc.
PRINCIPAL	Duane O’Laughlin, PE
PROJECT MANAGER:	Ryan Jacox, PE, PTOE, RSP <sub>1</sub>
PROJECT ENGINEER:	Mark Johnson, PE, PTOE
ROUTE:	Green Bay Road
COUNTY:	Cook
LOCAL AGENCY CONTACT:	Patrick Brennan, Village of Kenilworth

## PROJECT UNDERSTANDING

This project involves redevelopment of a concept plan for Green Bay Road from Kenilworth Avenue to Winnetka Avenue and is considered the Concept Refinement Phase. In addition to the Village of Kenilworth, engaging both the Village of Winnetka and IDOT will be critical to the success of any proposed concept for this section of Green Bay Road. Successful completion of the Concept Refinement Phase will ideally allow the Villages to move forward with a full Phase I preliminary engineering study involving the preferred concept and Streetscape Refinement Phase for the project corridor.

## SCOPE OF SERVICES

1. Meetings, Coordination & Data Collection
  - a. Meetings
    - i. Prepare for and attend one virtual kick-off meeting with Kenilworth and Winnetka staff. At this meeting the project scope and key outcomes of previous and current planning efforts will be discussed. Project needs and goals will be defined. Prepare meeting minutes and distribute for approval. (Ciorba and Teska)
    - ii. Prepare for and attend individual virtual meetings with both Kenilworth and Winnetka staff to understand maintenance and operational needs along Green Bay Road specific to each community. (Ciorba and Teska)
    - iii. Prepare for and attend one in-person presentation to the Kenilworth Village Board. Assume Village Board will prepare required meeting minutes. (Ciorba and Teska)
    - iv. Prepare for and attend one in-person presentation to the Winnetka Village Council. Assume Village Council will prepare required meeting minutes. (Ciorba and Teska)
    - v. Prepare for and attend 2 meetings with IDOT (assume one virtual, one in-person). Prepare meeting minutes and distribute for approval. (Ciorba)
    - vi. Prepare for and attend monthly virtual meetings with Kenilworth to discuss project progress (8 meetings). Winnetka staff will be invited to all meetings. (Ciorba and Teska)
  - b. Coordination
    - i. Coordination with Kenilworth, Winnetka, IDOT, UP/Metra, Illinois Commerce Commission (ICC).
    - ii. Coordinate project with private utility companies to identify potential conflicts.
    - iii. Internal project team coordination to gauge progress, identify issues, and verify interdisciplinary coordination.
  - c. Data Collection
    - i. Obtain and review existing roadway and traffic signal plans and ROW plats/plans from Kenilworth, Winnetka, IDOT, and other sources.

## SCOPE OF WORK

- ii. Perform a J.U.L.I.E. design locate and obtain utility atlases. Plot utilities into existing CADD files.
    - iii. Conduct a site visit to observe existing conditions, existing travel and parking patterns, and to perform a photo log.
    - iv. Obtain Aerials from USGS Site and other sources.
2. Topographic Survey
  - a. Ciorba has recent topographical survey along Green Bay Road for portions of the project corridor. The information is focused from the centerline and west along Green Bay Road, from Park Drive north to the Kenilworth/Winnetka limits. This survey will be supplemented later in Phase I. Scaled aerial exhibits will be developed for the Concept Refinement Phase and verified using the existing survey data.
  - b. Develop existing condition plan sheets.
3. Preliminary Streetscape Design (**Performed by Teska Associates, Inc.**)
  - a. Plan review. Obtain and summarize relevant past and current planning efforts, including: *The Village of Kenilworth Green Bay Road Conceptual Transportation and Streetscape Plan (2013)*; *The Village of Winnetka Downtown Plan (2016)*; *The Village of Winnetka Streetscape and Signage Plan (2018)*; and *Winnetka Futures 2040 (The "Draft Comprehensive Plan")*.
  - b. Base map, site visit and documentation. Based on survey information and aerial photography provided by others, a base map will be created and used as a basis for the design work. A site visit will be conducted to document existing conditions (pedestrian circulation, key nodes, critical viewsheds, mature vegetation, etc.) which will be added to the base map as required.
  - c. Streetscape webpage. As the project progresses, narratives and graphics will be provided for use by Kenilworth/Winnetka to develop informational webpages on their respective websites. The webpages may serve as information hubs and may include input tools.
  - d. A preliminary design concept package will be prepared. This package will be conveyed graphically through narrative text, plans, enlargements, sections, comparable photos, products, materials, and plantings. Information will be shared and discussed with Kenilworth/Winnetka staff in draft form for review and comment prior to presenting publicly. The preliminary design concept package will be presented to Public Workshop #1.
4. Engineering Studies
  - a. Traffic Studies
    - i. Existing and proposed typical sections will be developed for the project corridor including up to two alternatives for proposed cross sections. Deliverable: Typical Section Plan Sheets.
    - ii. Perform a crash analysis, identifying any crash patterns and mitigation strategies. Crash data from the past 5 years for the project corridor assumed to be provided by the Village. Location, type, severity, and number of crashes will be tabulated. (Crash diagrams and a technical memorandum will be prepared in Phase I.)
  - b. Geometric Studies
    - i. Develop project specific design criteria and document all potential design exceptions that would be required. Perform concept level geometric

## SCOPE OF WORK

- checks following IDOT reconstruction or rehabilitation criteria. The geometric checks will evaluate the existing alignments, superelevation rates and transition lengths.
- ii. Develop horizontal geometric layout and plan sheets for up to two proposed alternatives. All geometric design work will be performed using Microstation Geopak SS10 software, scaled aerials, and existing topographic survey information.
  - iii. Prepare a concept level construction cost estimate for up to two alternatives.
- c. Roadway Lighting Feasibility
    - i. Perform high-level photometric analysis and lighting layout to ensure the selected roadway lighting from the streetscape concept meets IES standards for the selected roadway cross section.
  - d. Technical Memorandum
    - i. A technical memorandum will be prepared that discusses purpose and need of the project, existing conditions, traffic and crash studies, geometric studies and alternatives analysis, streetscape elements, and final recommendations.
5. Public Involvement
- a. Prepare for and attend one in-person public workshop for each of the Villages of Kenilworth and Winnetka, for a total of two public workshops. Workshop events will be advertised in Village newsletter/emails, on Village websites, and via Village social media. During the public workshops, the project team will introduce the project, review past research and site analysis information, confirm stakeholder behaviors and attitudes, and brainstorm desired streetscape outcomes. Preliminary recommendations will be presented with alternatives as appropriate. Each event will incorporate engagement activities designed to obtain community input and inform the design work. Workshop events would be coordinated with Kenilworth and Winnetka to determine locations and meeting formats that are appropriate for each community. The workshops may be conducted informally via a pop-up booth at a community event or at a designated venue. Following each event, input will be gathered, documented, and summarized for reporting back to the community and included in the technical memorandum provided as a capstone for the Concept Refinement Phase. (Ciorba and Teska)
6. QC/QA
- a. Perform Quality Control/Quality Assurance during the project per Ciorba Group's Quality Assurance/Quality Control Plan. QC/QA reviews will be conducted by Ciorba for all sub-consultant submittals prior to being submitted to the Village, IDOT, or other agencies/project stakeholders.
7. Project Management and Administration
- a. Provide project oversight.
  - b. Prepare invoices and progress reports.
  - c. Project control of scope, schedule, and budget.
8. Additional Project Assumptions
- a. All deliverables to the Village and other organizations will be provided electronically unless otherwise noted.

Activity		Grand Total	Principal	Project Manager	Sr. Project Engineer	Project Engineer	Senior Engineer	Engineer II	
<b>TOTAL</b>		<b>391</b>	<b>20</b>	<b>6</b>	<b>77</b>	<b>13</b>	<b>115</b>	<b>160</b>	
1.	Meetings, Coordination & Data Collection	Task Total:	10		38	4	38	10	
	0100 Meetings	Meetings	10		20		30		
		Kick-off Meeting with Villages (1 mtg x 1 hrs/mtg x 3 of staff)	3	1	1		1		
		Village Board Meetings (2 mtg x 3 hrs/mtg x 3 of staff)	18	6	6		6		
		Individual meetings with Villages (1 mtg x 1 hrs/mtg x 2 of staff)	4		2		2		
		Meetings with IDOT (Virtual) (1 mtg x 1 hrs/mtg x 3 of staff)	3	1	1		1		
		Meetings with IDOT (In-Person) (1 mtg x 2 hrs/mtg x 3 of staff)	6	2	2		2		
		Monthly Status Meetings with Village (8 mtg x 0.5 hrs/mtg x 2 of staff)	8		4		4		
		Meeting Minutes (4 mtg x 2 hr/mtg minutes)	8		2		6		
		Prepare Agenda/Exhibits for Meetings (5 mtg x 2 hr/mtg)	10		2		8		
	0120 Coordination	Subtotal:	22		14	2	2	4	
		Coordination with Village	8		8				
		Coordination with Other Agencies (Winnetka, IDOT, UP/Metra, ICC)	4		4				
		Coordination with Project Team	6		2		2	2	
		Coordination with Utilities	4			2		2	
	0130 Data Collection	Subtotal:	18		4	2	6	6	
		Obtain and Review Roadway Plans	4			2		2	
		Obtain Utility Atlases (J.U.L.I.E. Locate)	6				2	4	
		Site Visit/Observations/Photo Log	8		4		4		
2.	Survey	Task Total:	12				2	10	
	0220 Process Survey	Subtotal:	12				2	10	
		Add Utilities to Existing Conditions	4					4	
		Base Sheet Development (2 hrs/sheet) (scale = 50)	8				2	6	
3.	Preliminary Streetscape Design	Task Total:	2		2				
	0310 Coordination	Subtotal:	2		2				
		Geometric/Streetscape Design Considerations Coordination	2		2				
4.	Engineering Studies/Plans	Task Total:	176	2	1	10	9	52	102
	0510 Traffic Studies	Subtotal:	24			2	2	6	14
		Develop Existing and Proposed Typical Sections	12			1	1	2	8
		Crash Analysis	12			1	1	4	6
	0530 Geometric Studies	Subtotal:	108			4	4	22	78
		Develop Project Design Criteria and Perform Geometric Checks	4					2	2
		Horizontal Geometric Layout - 2 Alternatives (40 hrs/alternative)	80			2	2	12	64
		Construction Cost Estimates - 2 Alternatives	24			2	2	8	12
	0550 Roadway Lighting Feasibility	Subtotal:	4	1			3		
		High-Level Photometric Analysis	4	1			3		
	0560 Technical Memorandum	Subtotal:	40	1	1	4		24	10
		Prepare Technical Memorandum	40	1	1	4		24	10
5.	Public Involvement	Task Total:	85	8	3	13		23	38
	0610 Public Workshops	Subtotal:	85	8	3	13		23	38
		Advertise in Newspaper	2			2			
		Prepare Meeting Exhibit Boards	36		3	3		12	18
		Attend Public Meeting (2 Meetings: Initial Workshop, Open House Public Meeting)	32	8		8		8	8
		Collect/Manage Public Comments	15					3	12
6.	QC / QA	Task Total:	8		2	6			
	0900 QC / QA	Subtotal:	8		2	6			
		QC / QA	8		2	6			
7.	Project Management & Administration	Task Total:	8			8			
	1000 Project Management & Administration	Subtotal:	8			8			
		Project Management/Administration	8			8			



Payroll Escalation Table  
Fixed Raises  
DLM 2.90

FIRM NAME Ciorba Group, Inc.  
PRIME/SUPPLEMENT PRIME

DATE 05/30/23  
PTB NO. \_\_\_\_\_

CONTRACT TERM 9 MONTHS  
START DATE 6/19/2023  
RAISE DATE 1/1/2024

OVERHEAD RATE \_\_\_\_\_  
COMPLEXITY FACTOR \_\_\_\_\_  
% OF RAISE 3.00%

ESCALATION PER YEAR

6/19/2023 - 1/1/2024

1/2/2024 - 3/1/2024

7  
9

2  
9

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 77.78%  
= 1.0067

22.89%

0.67%

The total escalation for this project would be:



**Payroll Rates**

FIRM NAME Ciorba Group, Inc. DATE 05/30/23  
 PRIME/SUPPLEMENT PRIME  
 PTB NO. \_\_\_\_\_

**ESCALATION FACTOR 0.67%**

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$86.00	\$86.00
Project Manager	\$83.38	\$83.94
Lead Structural Engineer	\$86.00	\$86.00
Sr. Project Engineer	\$72.72	\$73.20
Project Engineer	\$56.94	\$57.32
Senior Resident Engineer	\$64.00	\$64.43
Senior Engineer	\$47.25	\$47.57
Structures Engineer II	\$42.00	\$42.28
Engineer II	\$38.43	\$38.69
Structures Engineer I	\$37.00	\$37.25
Engineer I	\$35.92	\$36.16
Senior Technician	\$49.50	\$49.83
Technician II	\$39.50	\$39.76
Administrative Services	\$48.83	\$49.16



**Cost Estimate of  
Consultant Services**  
(Direct Labor Multiple)

Firm Ciorba Group, Inc.  
 Route Green Bay Road  
 Section \_\_\_\_\_  
 County Cook  
 Job No. \_\_\_\_\_  
 PTB & Item \_\_\_\_\_

Date 05/30/23  
 Overhead Rate 0.00%  
 Complexity Factor 0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.90+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Meetings, Coordination & Data Collection	100	6,065.39	17,589.64	85.15			17,674.79	16.19%
Survey	12	481.99	1,397.78				1,397.78	1.28%
Preliminary Streetscape Design	2	146.41	424.59				424.59	0.39%
Engineering Studies/Plans	176	7,923.23	22,977.37				22,977.37	21.05%
Public Involvement	85	4,455.54	12,921.07	278.60			13,199.67	12.09%
QC/QA	8	607.10	1,760.59				1,760.59	1.61%
Project Management & Administration	8	585.64	1,698.35				1,698.35	1.56%
Teska Associates, Inc.					50,034.39		50,034.39	45.83%
<b>TOTALS</b>	391	20,265.31	58,769.39	363.75	50,034.39	0.00	109,167.53	100.00%

### Average Hourly Project Rates

Route Green Bay Road  
 Section \_\_\_\_\_  
 County Cook  
 Job No. \_\_\_\_\_  
 PTB/Item \_\_\_\_\_

Consultant Ciorba Group, Inc.

Date 05/30/23

Sheet 1 OF 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			Meetings, Coordination & Data			Survey			Preliminary Streetscape Design			Engineering Studies/Plans			Public Involvement		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$86.00	20	5.12%	4.40	10	10.00%	8.60						2	1.14%	0.98	8	9.41%	8.09	
Project Manager	\$83.94	6	1.53%	1.29									1	0.57%	0.48	3	3.53%	2.96	
Lead Structural Engineer	\$86.00	0																	
Sr. Project Engineer	\$73.20	77	19.69%	14.42	38	38.00%	27.82				2	100.00%	73.20	10	5.68%	4.16	13	15.29%	11.20
Project Engineer	\$57.32	13	3.32%	1.91	4	4.00%	2.29						9	5.11%	2.93				
Senior Resident Engineer	\$64.43	0																	
Senior Engineer	\$47.57	115	29.41%	13.99	38	38.00%	18.07	2	16.67%	7.93			52	29.55%	14.05	23	27.06%	12.87	
Structures Engineer II	\$42.28	0																	
Engineer II	\$38.69	160	40.92%	15.83	10	10.00%	3.87	10	83.33%	32.24			102	57.95%	22.42	38	44.71%	17.30	
Structures Engineer I	\$37.25	0																	
Engineer I	\$36.16	0																	
Senior Technician	\$49.83	0																	
Technician II	\$39.76	0																	
Administrative Services	\$49.16	0																	
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<b>TOTALS</b>		391	100%	\$51.83	100	100%	\$60.65	12	100%	\$40.17	2	100%	\$73.20	176	100%	\$45.02	85	100%	\$52.42

## Average Hourly Project Rates

**Route** Green Bay Road  
**Section** \_\_\_\_\_  
**County** Cook  
**Job No.** \_\_\_\_\_  
**PTB/Item** \_\_\_\_\_

**Consultant** Ciorba Group, Inc.

**Date** 05/30/23

**Sheet** 2 **OF** 2

Payroll Classification	Avg Hourly Rates	QC/QA			Project Management & Adminis			Teska Associates, Inc.											
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	\$86.00																		
Project Manager	\$83.94	2	25.00%	20.98															
Lead Structural Engineer	\$86.00																		
Sr. Project Engineer	\$73.20	6	75.00%	54.90	8	100.00%	73.20												
Project Engineer	\$57.32																		
Senior Resident Engineer	\$64.43																		
Senior Engineer	\$47.57																		
Structures Engineer II	\$42.28																		
Engineer II	\$38.69																		
Structures Engineer I	\$37.25																		
Engineer I	\$36.16																		
Senior Technician	\$49.83																		
Technician II	\$39.76																		
Administrative Services	\$49.16																		
<b>TOTALS</b>		8	100%	\$75.89	8	100%	\$73.20	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



Payroll Escalation Table  
Fixed Raises  
DLM 2.90

FIRM NAME Teska Associates, Inc.  
PRIME/SUPPLEMENT PRIME

DATE 04/21/23  
PTB NO. \_\_\_\_\_

CONTRACT TERM 9 MONTHS  
START DATE 6/19/2023  
RAISE DATE 1/1/2024

OVERHEAD RATE \_\_\_\_\_  
COMPLEXITY FACTOR \_\_\_\_\_  
% OF RAISE 3.00%

ESCALATION PER YEAR

6/19/2023 - 1/1/2024

1/2/2024 - 3/1/2024

7  
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2  
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= 77.78%  
= 1.0067

22.89%

0.67%

The total escalation for this project would be:



**Payroll Rates**

FIRM NAME Teska Associates, Inc. DATE 04/21/23  
 PRIME/SUPPLEMENT PRIME  
 PTB NO. \_\_\_\_\_

ESCALATION FACTOR 0.67%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal/Project Manager	\$61.00	\$61.41
Assoc Landscape Architect	\$43.29	\$43.58
Designer	\$39.36	\$39.62
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



### Average Hourly Project Rates

Route Green Bay Road  
 Section \_\_\_\_\_  
 County Cook  
 Job No. \_\_\_\_\_  
 PTB/Item \_\_\_\_\_

Consultant Teska Associates, Inc.

Date 04/21/23

Sheet 1 OF 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			Plan Review			Base Map, Site Visit and Docum			Staff Kickoff/Staff Interviews			Streetscape Webpage			Prelim Concept: Streetscape La		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal/Project Manager	\$61.41	84	22.95%	14.09	8	50.00%	30.70	4	16.67%	10.23	8	50.00%	30.70	8	50.00%	30.70	8	7.41%	4.55
Assoc Landscape Architect	\$43.58	128	34.97%	15.24	8	50.00%	21.79	4	16.67%	7.26	8	50.00%	21.79				40	37.04%	16.14
Designer	\$39.62	154	42.08%	16.67				16	66.67%	26.41				8	50.00%	19.81	60	55.56%	22.01
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<b>TOTALS</b>		366	100%	\$46.01	16	100%	\$52.49	24	100%	\$43.91	16	100%	\$52.49	16	100%	\$50.51	108	100%	\$42.70





## Request for Board Action

**Agenda Item:** 08

**Considered By:**  
Village Board

**Date:**  
06/20/23

**Staff Contact:** Patrick Brennan, Administration

**Subject:** Adoption of the Following Resolutions Concerning Information Technology Services:

- a) Authorizing a Vote to Dissolve the GovIT Consortium
- b) Authorizing Execution of a Professional Services Agreement with InterDev of Roswell, Georgia in the Estimated Annual Amount of \$51,000

**Summary:** The Village receives information technology services through GovITC, a local government consortium of which the Village is a member. With the Consortium set to dissolve, the Village Manager negotiated terms of an agreement with the current provider, InterDev of Roswell, GA, to continue providing services in the approximate annual amount of \$51,000.

**Background of Matter:** In 2013, the Village helped establish a consortium of local governments that worked jointly to contract for information technology services and equipment. The communities eventually formed the GovIT Consortium and it was through that body that the members hired InterDev of Roswell, Georgia to provide IT services for all members.

In preparation for the agreement with InterDev to expire later this year, the Consortium solicited a call for proposals. The goal was to select a provider to serve the six member communities for the next five years. After completing the review process, two of the member communities expressed a desire to withdraw from the Consortium. As the largest two members, the reduction in users will negatively impact the shared pricing model and joint purchasing power of the Consortium. Therefore, the Consortium Board members reached a recommendation to dissolve the entity.

In anticipation of the dissolution, the Village Manager initiated negotiations with the proposers identified through the Consortium RFP process. The existing provider, InterDev was one of the proposers considered. The provider has demonstrated a pattern of acceptable services, is fully aware of the current technology environment in the Village, and intends to retain the current staff that work closely with the Village. Additionally, the provider is likely to be selected by several of the soon to be former Consortium members to continue as their service provider.

The Village Manager did not focus solely upon the InterDev proposal. A second proposal was considered, but that model was based upon an hourly rate. The hours needed were based upon the provider's estimate of average hours needed to provide service. In speaking with references, the per-hour model approach was found to be a difficult adjustment for the team. The approach required extra management of IT, and decision making regarding where to allocate a limited number of hours. If the estimate was off, or a significant IT event occurred, the resulting fees had the potential to be significant. This approach is a significant change from the current flat-fee model for service delivery.

**Pricing Negotiation**

In the RFP response to the Consortium, InterDev proposed a 12-month fee of \$59,969 for the Village to provide the current level of service. The exception was to not utilize a penalty-based model for performance targets. The SLA model was initiated primarily for the members who had a 24-hour operation such as emergency dispatch. This ensured that the IT provider had the necessary incentives to respond quickly. The Village does not require that level of guaranteed response.

The Village Manager sought to negotiate the pricing to maintain current IT service levels to the community under a flat-fee pricing model. Generally, help desk support is provided remotely, the network is maintained, applications are supported, and no technician is required to be on-site on a scheduled basis. However, if on-site support was needed, there was no additional fee associated with the response. Further, all daily IT needs are provided under the contract price, with the exception of special projects. A special project is one that would require a large number of hours and is not part of the typical daily service. An example would be installing a new physical server. The fee for special projects would be negotiated on a case-by-case basis.

With this understanding, InterDev proposed new pricing for the Village. The pricing model remained flat fee, but on a per-user basis. Therefore, if the number of users went up the fee would increase as the additional work also increased. The converse is also true. Using an estimate of 30 users, InterDev proposed a fee of \$1,700 (\$51,000 annualized). This amount is \$9,900 less than the Consortium pricing, and \$4,145 more than the current annual fee with no change in service.

#### Recommendation

The Village Manager recommends that the Village Board take two actions. The first, adopting a resolution authorizing the Village Manager, as a delegate to the GovIT Consortium Board, to vote to dissolve the Consortium, and sign any related documents for the dismantling of the entity. The second action, adopting a resolution authorizing the Village Manager to enter into a professional services agreement with InterDev in the approximate annual amount of \$51,000.

The key terms of the Agreement include:

- Full range of information technology services including help desk, network support, and application support (identical service level to current)
- Significant projects (e.g. server replacement) at a negotiated additional fee
- Monthly fee of \$141.67/user, estimating 30 users, with quarterly true-up
- Three-year agreement with up to two, one-year extensions
- Annual contract increase capped at 5.0%.
- Termination upon 120-days' notice by either party without cause
- Primarily remote service, with on-site support as needed at no additional cost
- Commencement date of July 1, with first term ending June 30, 2026

**Policy:** Village Board approval is required to engage in non-emergency agreements in excess of \$20,000. Additionally, the Village Purchasing Manual guides the processes for evaluating and engaging professional services. The RFP process conducted by the GovIT Consortium was in substantial conformance with the Village Purchasing Policy.

**Financial Impact:** The FY23 budget anticipated \$52,770 in expensed related to contractual information technology services. The recommended agreement is \$51,00 and adequate funds are budgeted in the General Fund (01) and Water Fund (35) if the agreement is approved.

**Recommendation:** The Village Manager recommends that the Village Board adopt both resolutions as presented, which authorize the dissolution of the GovIT Consortium, and authorize a three-year agreement with InterDev in the estimated 2023 expense of \$51,000.

**Attachments:**

- Resolution authorizing a vote to dissolve the GovITC Consortium
- Resolution authorizing execution of a professional services agreement for information technology services
- Professional Services Agreement

**RESOLUTION NO. R2023-\_\_\_**

**A RESOLUTION AUTHORIZING WITHDRAWAL FROM AND  
DISSOLVING THE GOVITC CONSORTIUM**

**WHEREAS**, the Village adopted Resolution R2015-18 authorizing an Intergovernmental Agreement and the creation of the GovITC Consortium (the “Consortium”); and

**WHEREAS**, the Village is a member of the Consortium along with five other communities who share information technology services, staffing, and equipment; and

**WHEREAS**, the two members with the largest number of end users have expressed a desire to withdraw from the Consortium; and

**WHEREAS**, the loss of the two member communities would negatively impact the ability of the remaining members to negotiate substantial savings through joint purchasing, staffing, and service provision as was the original purpose of the Consortium; and

**WHEREAS**, the bylaws of the Consortium authorize dissolving the Consortium upon a two-thirds affirmative vote to dissolve; and

**WHEREAS**, the Village Manager as the Village representative to the Consortium recommends dissolving the Consortium; and

**WHEREAS**, the Village President and the Village Board of Trustees have determined that it is in the best interest of the Village to dissolve the Consortium; 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. Recitals.**

The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

**Section 2. Authorization to Vote in Favor of Dissolving.**

The Village Manager is authorized to vote in favor of dissolving the GovITC Consortium upon the question being called by the GovITC Board of Directors.

**Section 3. Authorization and Execution of Documents**

The Village Manager and the Village Clerk are authorized and directed to execute and seal, on behalf of the Village, the necessary documents associated with dissolving the GovITC Consortium.

**Section 4.    Effective Date.**

This Resolution shall be in full force and effect from and after this Resolution's passage and approval in the manner required by law.

**PASSED** this \_\_\_\_ day of June, 2023, by vote of the Board of Trustees of the Village of Kenilworth, Illinois, as follows:

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

**APPROVED** this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Village President

ATTEST:

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

**VILLAGE OF KENILWORTH  
RESOLUTION NO. 2023-\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES  
AGREEMENT WITH INTERDEV FOR INFORMATION TECHNOLOGY SERVICES**

**WHEREAS**, the Village of Kenilworth ("Village") is a non-home rule municipality located in Cook County, Illinois; and

**WHEREAS**, the Village of Buffalo Grove solicited sealed proposals for information technology services and evaluated same through the GovITC Consortium on behalf of several villages, including the Village; and

**WHEREAS**, the sealed bid process conducted by the Village of Buffalo Grove substantially meets the requirements of the Village's Purchasing Manual; and

**WHEREAS**, the GovITC Consortium members evaluated the proposals and determined that InterDev, LLC of Roswell, Georgia ("InterDev") submitted the most cost effective service and appeared to be the most capable provider; and

**WHEREAS**, the Village Manager as a member of the GovITC Consortium participated in the proposal evaluation process and concurred with recommending InterDev as the preferred provider; and

**WHEREAS**, the GovITC Consortium will be dissolved prior to executing a shared information technology services agreement with InterDev on behalf of the member communities; and

**WHEREAS**, the Village Manager negotiated a three-year professional services agreement between the Village and InterDev for an approximate annual fee of \$51,000 based upon a per-user basis; and

**WHEREAS**, the negotiated annual fee is lower than the fee proposed under the GovITC Consortium;

**WHEREAS**, The Village and InterDev desire to enter into a professional services agreement for Information Technology Services (**Exhibit A**); and,

**WHEREAS**, the Board of Trustees finds that it is in the best interest of the Village and its residents to contract InterDev for information technology services; 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. Recitals. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2. Acceptance of Proposals. The proposal process conducted by the Village of Buffalo Grove and GovITC Consortium was in substantial compliance with the Village Purchasing Manual.

Section 3. Execution of Agreement. The Village Manager is hereby authorized and directed to execute, on behalf of the Village, the Agreement with InterDev. If an executed copy of the agreement is not signed by both parties within 60 days after the effective date of this Resolution, then the Village has the right but not the obligation to cancel the agreement without further obligation.

Passed this \_\_\_\_\_ day of June, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Village President

Attest:

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

**Exhibit A**  
Agreement

**PROFESSIONAL SERVICES AGREEMENT  
FOR INFORMATION TECHNOLOGY SERVICES  
BETWEEN THE VILLAGE OF KENILWORTH AND  
InterDev, LLC.**

THIS AGREEMENT (the “Agreement”), dated this \_\_\_ day of June, 2023, is entered into by and between the Village of Kenilworth (the “Village”), an Illinois municipal corporation, and InterDev, LLC, a Georgia limited liability company with offices located at 900 Holcomb Bridge Parkway, Roswell, GA (the “Consultant”) (collectively, the Village and Consultant are the “Parties”).

**RECITALS**

WHEREAS, the Village seeks a consultant to perform in part or in whole converged information technology services as detailed in the request for proposals (the “RFP”) released by the GovIT Consortium, (the “Services”);

WHEREAS, the Village is a member of the GovIT Consortium; and

WHEREAS, the Consultant submitted an acceptable proposal to provide the Services; and

WHEREAS, the Village wishes to enter into a contract with the Consultant to authorize the Consultant to provide the Services; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Consultant agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

The Agreement Documents, which constitute the entire agreement between the Village and the Consultant, are:

- A. Consultant Proposal (Exhibit A)
- B. This Agreement and all exhibits thereto.

These documents are collectively referred to herein as the “Agreement Documents”. In the event of a conflict between this (i) Agreement and its exhibits or (ii) this Agreement and the RFP, the provisions of this Agreement shall control.

**SECTION 2. SCOPE OF WORK (SOW)**

The Consultant agrees to provide the Services in accordance with the Agreement Documents, and as reasonably required in accordance with direction provided by Village management at the time when, and at the place where, the Services are performed.

### **SECTION 3. TERM; TERMINATION**

The initial term of this Agreement shall commence on July 1, 2023 and remain in effect through June 30, 2026 (the “Initial Term”). The Village reserves the right to unilaterally renew the Agreement for two additional one-year periods, subject to acceptable performance by the Consultant, as determined by the Village in its sole discretion (the “Renewal Term(s)”).

For any term beyond the Initial Term, this Agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

After the conclusion of each 12-month period the Consultant may request an increase in the contract amount for the next 12-months. The request shall be made in writing and negotiated with the Village no less than 30-days prior to implementation of the increase. Said increases shall be limited to no more than five percent.

The Village and the Consultant reserves the right to terminate this Agreement, or any part of hereof upon one hundred twenty days’ written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment from the Village for work completed up to and including the date of termination in accordance with the terms and conditions of the Agreement Documents.

In the event the Village elects to exercise its option for the Renewal Term, it shall provide written notice to the Consultant no less than thirty days before the expiration of the then current Term.

### **SECTION 4. RECORDS AUDIT**

Upon written request of the Village, but not more than once a year, Consultant shall provide the Village with access to all of Consultant’s records related to performance of this Agreement. The Village agrees to keep confidential any and all such information to which it is provided access to the extent allowed by law.

### **SECTION 5. INDEMNIFICATION**

The Consultant agrees to indemnify, save harmless and defend the Village and its elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against, and hold it and them harmless from, any and all lawsuits, claims, injuries, demands, investigations, liabilities, losses, and expenses; including court costs and reasonable attorney’s fees, including fees and costs related to any appeal, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the Services to the extent caused by actions of the consultant. The obligations of the Consultant under this provision shall not be limited by the limits of any applicable insurance required of the Consultant.

### **SECTION 6. INSURANCE**

The Consultant shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois

and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under this Agreement and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Consultant shall cause each subconsultant to purchase and maintain insurance of the type specified below. When requested by the Village, Consultant shall furnish copies of certificates of insurance evidencing coverage for each subconsultant.

6.1 **Workers' Compensation Insurance** covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

6.2 **Employers Liability** covering all liability of consultant as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

6.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

6.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed in an amount of at least \$1,000,000.

6.5 **Professional Liability Insurance** shall be maintained to respond to claims for damages due to the Consultant's errors and omissions.

Errors and Omissions	\$1,000,000 per occurrence; \$2,000,000 aggregate
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6.6 Consultant agrees that with respect to the above required insurance:

6.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

6.6.2 To provide separate endorsements: to name the Village of Kenilworth as additional insured as their interest may appear, and; to provide thirty days' notice, in writing, of cancellation or material change.

6.6.3 The Consultant's insurance shall be primary in the event of a claim. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of the Consultant insurance and shall not contribute with it.

6.6.4 The Village shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to: Village of Kenilworth Attn: Village Manager, 419 Richmond Rd, Kenilworth, IL 60043.

6.6.5 A **Certificate of Insurance** that states the Village of Kenilworth has been endorsed as an "additional insured" on a non-contributory basis by the Consultant's insurance carrier. **Specifically, this Certificate must include the following language: "The Village of Kenilworth, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

6.6.6 All insurance provided by Consultant shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

6.7 **Failure to Comply:** In the event the Consultant fails to obtain or maintain any insurance coverages required under this agreement, the Village may purchase such insurance coverages and charge the expense thereof to the Consultant.

## **SECTION 7. INVOICES AND PAYMENTS**

The Consultant shall submit detailed invoices for services, including the number of hours worked per week and a description of work performed during that time. No allowances shall be made for expenses other than those identified herein without prior approval. Payment from the Village shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

## **SECTION 8. AGREEMENT PRICE**

The Village agrees to pay the Consultant in accordance with the Agreement Documents in an annual estimated amount as defined below, without written approval, inclusive of all services and reimbursable expenses as identified herein.

Pricing is based upon 30 users at \$141.67/user/month. The 12-month estimated expense is \$51,000 and does not include anti-virus software licensing. The number of users shall be trued up quarterly and resulting monthly fee adjusted for the next quarter based upon the total number of confirmed users. Any change in the number of users will be applied retroactively no more than 30-days.

The Village agrees to pay the Consultant the sums as indicated below for additional services upon written direction of the Village:

1. Special Projects – Hours, scope and rate to be negotiated and agreed upon in writing by the Parties in advance of the work and a signed scope of work signed prior to commencing work.

## **SECTION 9. JURISDICTION, VENUE, CHOICE OF LAW**

This Agreement shall be construed under and governed by the laws of the State of Illinois, and the exclusive jurisdiction and venue for all claims and controversies arising hereunder shall be the Circuit Court of Cook County, Illinois.

## **SECTION 10. INDEPENDENT CONTRACTOR**

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Village.

## **SECTION 11. CONSULTANT REPRESENTATIONS**

Consultant hereby represents and warrants as follows:

- A. It is a company which is validly existing and duly authorized to do business under the laws of the State of Illinois, with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.
- B. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Consultant to execute, deliver and perform this Agreement. The person(s) executing this Agreement on behalf of Consultant is duly authorized to do so and this Agreement is a legal, valid and binding obligation of each and all of the owners, shareholders, officers, managers, partners or members of Consultant, enforceable against them in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.
- C. Except only for those representations, statements or promises expressly contained in the Agreement Documents, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Village, its officials, agents, or employees has induced Consultant to enter into this Agreement or has been relied upon by Consultant.
- D. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Consultant which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement. As of the date of execution of

this Agreement, Consultant has not received notice of, nor has a reasonable basis for believing that Consultant or any of its members, shareholders, partners, associates, officers, managers or employees are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of antitrust violations; business fraud; discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.

E. This Agreement constitutes a valid, legal and binding obligation of Consultant, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

F. Consultant shall provide prompt notice to the Village whenever any of the representations or warranties contained herein ceases to be true or correct.

## **SECTION 12. ASSIGNMENT**

The Consultant shall not assign any duties or performance under this Agreement without the express written consent of the Village.

## **SECTION 13. MODIFICATION**

This Agreement may be amended or supplemented only by an instrument in writing executed by both of the Parties.

## **SECTION 14. NO IMPLIED WAIVERS**

The failure of either party to this Agreement at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver of either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

## **SECTION 15. OWNERSHIP OF DOCUMENTS**

The Village shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement.

## **SECTION 16. RECORDS AND INFORMATION**

Consultant understands that it may receive or gain access to information that is confidential or highly sensitive in nature and acknowledges that such information will be used only for the purpose of fulfilling its obligations under the Agreement. Further, any output from this Agreement is to be kept confidential and is for the sole use of the Village. Consultant shall not reveal such information and/or output to other parties without the express written permission of the Village. All records and documents received by Consultant from the Village shall remain the sole property of the Village and all such records, or exact copies thereof, shall be turned over intact to the Village within ten (10) days of the Village's request.

**SECTION 17. CONFIDENTIALITY**

Confidential information shall include, without limitation:

- A. All information that concerns the business affairs of the Village including, without limitation, financial information, and all other data, records, and proprietary information involving the Village’s business operations;
- B. Any information developed or created by Consultant in connection with the services being rendered under this Agreement by Consultant; and
- C. Any other information reasonably identified by the Village as confidential; provided however that confidential information shall not include the following:
  - i. Information known by, or generally available to the public at large through no breach by Consultant of this Agreement;
  - ii. Any information given to Consultant by a third party without continuing restrictions on its use;
  - iii. Information disclosed by Consultant with the Village’s written approval; and
  - iv. Information required to be disclosed by law.

**SECTION 18. FREEDOM OF INFORMATION ACT**

As a contractor of the Village, Consultant may be subject to certain records requests brought pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.* (the “Act”). Consultant agrees to fully and timely cooperate with the Village to answer requests for records brought pursuant to the Act for which Consultant may have records in its possession.

**SECTION 19. SEVERABILITY**

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

**SECTION 20. NOTICES**

Any notices or demands, which may be or are required, to be given by either party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (a) by hand delivery; or (b) by United States certified mail, postage prepaid addressed to the Village or Consultant, respectively, at the following addresses, or at such other place as the Village or Consultant may from time to time designate in writing:

If to the Village:  
The Village of Kenilworth  
419 Richmond Rd.  
Kenilworth, IL 60043  
Attn: Village Manager

With a copy to:  
Ancel Glink, PC  
Attn: Kenilworth Counsel  
140 South Dearborn St., 6<sup>th</sup> Flr.  
Chicago, IL 60603

If to the Consultant:  
InterDev, LLC  
900 Holcomb Woods Pkwy. Ste 100  
Roswell, GA 30076  
Attn: Chief Executive Officer

With a copy to:  
None

**SECTION 21. MISCELLANEOUS**

A. Consultant shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal authorities and other governmental units or regulatory bodies in effect during the performance of the Services. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Consultant must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, and all applicable Civil Rights and Anti-Discrimination Laws and Regulations.

B. This Agreement’s recitals and all exhibits attached to this Agreement are, by this reference, incorporated by reference into this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

**THE VILLAGE OF KENILWORTH**

**InterDev, LLC.**

\_\_\_\_\_  
Patrick Brennan  
Village Manager

\_\_\_\_\_  
Gary Nichols  
CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**CONSULTANT PROPOSAL**

**PROPOSAL | Village of Kenilworth, Illinois**

# **Managed IT & Security Services**

**May 17, 2023**



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# IT Services



# INTERDEV SERVICE CATALOG

The following tables indicate the services included in InterDev's standard managed support services.

## END USER SERVICES

Service functions that directly involve the support of the client End User. These services focus primarily on desktop hardware, application, training, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Desktop Support	Provides in-person support for individual business users regarding end-user technology (hardware or applications)	<ul style="list-style-type: none"> <li>Onsite support for server &amp; peripheral hardware</li> <li>Remote hardware support</li> <li>Incident Management</li> <li>Problem Management</li> </ul>
Application Support	Helping employees troubleshoot application errors or malfunctions (On-premise/Hosted/ Cloud)	<ul style="list-style-type: none"> <li>Remote application support</li> <li>On-site application support</li> <li>Incident Management</li> <li>Problem Management</li> </ul>
Mobile Device Support	Provides support for individual business users regarding mobile device technology (hardware or applications)	<ul style="list-style-type: none"> <li>Remote application and hardware support</li> <li>On-site application and hardware support</li> </ul>
Lifecycle Management	Standard management and administration of end user hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>Version Control</li> <li>Asset Management</li> <li>License Management</li> <li>Change Management</li> </ul>
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On- premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>Windows Updates</li> <li>Firmware Updates</li> <li>Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>Device Monitoring</li> <li>Limited Application Monitoring</li> </ul>
Software Provisioning	Supply employees with necessary up-to-date software for them to work	<ul style="list-style-type: none"> <li>Request non-standard software</li> <li>Procure/order new software</li> <li>Install and upgrade standardized desktop software</li> </ul>

## DATA CENTER SERVICES

Service functions that directly involve the support of the data center operations and infrastructure. These services focus primarily on server and storage hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Server and Storage Hardware Support	Provides in-person support for server and storage hardware regarding end-user technology (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>▪ Remote hardware support</li> <li>▪ Onsite support for server &amp; peripheral hardware</li> <li>▪ Incident Management</li> <li>▪ Problem Management</li> </ul>
Server and Storage Application Support	Troubleshoot application errors or malfunctions (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>▪ On-site application support</li> <li>▪ Remote application support</li> <li>▪ Incident Management</li> <li>• Problem Management</li> </ul>
Lifecycle Management	Standard management and administration of enterprise applications, server and storage hardware (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Version Control</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Hypervisor Updates</li> <li>• Windows Updates</li> <li>• Firmware Updates</li> <li>• Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of server and storage related hardware and applications (On- premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Device Monitoring</li> <li>• Application Monitoring</li> </ul>
Data Backup and Recovery Management	Management and monitoring of all data backup and recovery systems. Includes any Data Backup and Disaster Recovery Policies and practices (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• On-premise data backup management</li> <li>• Cloud data backup management</li> <li>• Data backup application support (on- premise or cloud)</li> <li>• Disaster Recovery application support (on- premise or cloud)</li> </ul>
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> <li>▪ Access Control System Management</li> <li>▪ Power Systems Management and Monitoring</li> <li>▪ Cable Infrastructure Management</li> <li>▪ Environmental Control Systems Management and Monitoring</li> </ul>
Hardware and Software Provisioning	Supply employees with necessary up-to-date software and hardware for them to work	<ul style="list-style-type: none"> <li>• Request non-standard software</li> <li>• Procure/order new software</li> <li>• Install and upgrade standardized desktop software</li> </ul>

## NETWORK SERVICES

Service functions that directly involve the support of the network operations and infrastructure. These services focus primarily on network hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Network Hardware Support	Provides in-person support for network hardware regarding network and telecommunication technology	<ul style="list-style-type: none"> <li>• Onsite support for server &amp; peripheral hardware</li> <li>• Remote hardware support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Network Application Support	Troubleshoot network application errors or malfunctions	<ul style="list-style-type: none"> <li>• Remote application support</li> <li>• On-site application support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Lifecycle Management	Standard management and administration of enterprise-wide network hardware and applications	<ul style="list-style-type: none"> <li>• Version Control</li> <li>• Asset Management</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all network related hardware and applications	<ul style="list-style-type: none"> <li>• iOS Updates</li> <li>• Firmware Updates</li> <li>• Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of network related hardware and applications	<ul style="list-style-type: none"> <li>• Device Monitoring</li> <li>• Limited Application Monitoring</li> </ul>
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> <li>• Access Control System Management</li> <li>• Power Systems Management and Monitoring</li> <li>• Cable Infrastructure Management</li> <li>• Environmental Control Systems Management and Monitoring</li> </ul>

## SECURITY SERVICES

Service functions that directly involve the support of the security team. These services focus primarily on security hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Security Support	Security Engineer(s) Security Analyst(s)	<ul style="list-style-type: none"> <li>• Remote Support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Firewall Management	Includes ensuring all appropriate services are enabled and configured, rules are configured in accordance with best practice, and performing regular backups of configuration	<ul style="list-style-type: none"> <li>• Remote support</li> <li>• On-site support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Anti-Virus Management and Support	Configuration, Management, and monitoring of Anti-Virus / Endpoint Protection Platform to include ensuring complete coverage of AV/EPP in the environment	<ul style="list-style-type: none"> <li>• Remote application support</li> <li>• On-site application support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Lifecycle Management	Administrative management of security related hardware and software specific to product lifecycle	<ul style="list-style-type: none"> <li>• Version Control</li> <li>• Asset Management</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all security related hardware and applications	<ul style="list-style-type: none"> <li>• Operating System Updates</li> <li>• Firmware Updates</li> <li>• Third Party Application Updates</li> </ul>
Email Security Management	Configuration, management, and monitoring of email security platform.	<ul style="list-style-type: none"> <li>• Remote support</li> <li>• On-site support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>

# Staff Availability and Support Services Response

## SUPPORT SERVICES RESPONSE

InterDev's ITIL based support structure for all support services is guided by our customer specific Service Level Agreements (SLAs) that are developed prior to the client onboarding process. InterDev will provide Kenilworth with 24x7 support options that include our basic and advanced monitoring services.

### Service Levels and Response Times

InterDev will work with Kenilworth to determine the most appropriate levels of support for each category of incident. This process will ensure InterDev's response is in sync with Kenilworth's expectations, business needs, and budgets. Defined SLAs are only valid during normal business hours, which are 8 AM to 5 PM EST Monday through Friday, unless otherwise agreed upon by InterDev and the client.

### Urgency + Impact = Priority

An Incident's priority is determined by assessing its impact and urgency, where:

- Urgency is a measure of how quickly a resolution of the Incident is required
- Impact is a measure of the extent of the Incident and of the potential damage caused by the Incident before it can be resolved.

### Incident Urgency (Categories of Urgency)

SERVICE NAME	DESCRIPTION
High (H)	The damage caused by the Incident increases rapidly. Work that cannot be completed by staff is highly time sensitive. A minor Incident can be prevented from becoming a major Incident by acting immediately. Several users with VIP status are affected.
Medium (M)	The damage caused by the Incident increases considerably over time. A single user with VIP status is affected.
Low (L)	The damage caused by the Incident only marginally increases over time. Work that cannot be completed by staff is not time sensitive.

### Incident Impact (Categories of Impact)

SERVICE NAME	DESCRIPTION
High (H)	Many staff are affected and/or not able to do their job. Many customers are affected and/or acutely disadvantaged in some way. The damage to the reputation of the business is likely to be high. Someone has been injured.
Medium (M)	A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way. The damage to the reputation of the business is likely to be moderate
Low (L)	A minimal number of staff (single user incidents) are affected and/or able to deliver an acceptable service but this requires extra effort. A minimal number of customers are affected and/or inconvenienced but not in a significant way. The damage to the reputation of the business is likely to be minimal.

A defined SLA structure increases our efficiency and effectiveness of dispatching tickets and getting them resolved in a timely manner. It also helps to set the Village's staff expectations for when they can anticipate their incident or service requests to be filled. These levels can be modified if higher response levels are necessary for certain Village services (i.e. Police, Fire, Emergency Operations.)

The finalized Priority Matrix for each Service Level or SLA layer would resemble the draft version below. The Village's actual SLA's will be determined jointly between Kenilworth and InterDev.

		IMPACT		
		H	M	L
Urgency	H	1	2	3
	M	2	3	4
	L	3	4	5

PRIORITY CODE	DESCRIPTION	TARGET RESPONSE TIME	TARGET RESOLUTION TIME
1	Critical	30 Minutes	1 Hour
2	High	1 Hour	8 Hours
3	Medium	4 Hours	24 Hours
4	Low	8 Hours	48 Hours
5	Very Low	1 Day	1 Week

**After Hours & Emergency Services**

With our experience supporting municipalities we understand that local governments are 24x7 operations. InterDev will provide 24x7 support to Kenilworth that will include after-hours emergency support that gets routed to our support call center. For after-hours support end users can submit emails or call a dedicated support number. In the case the primary technician cannot be contacted, the support call will be escalated a backup technician and then to a manager.

# Advanced Security Services



# Advanced Security Services

Security has become an integral, necessary component of any organization. It no longer matters if you are a commercial entity or a public service organization, if you are large or small; security is a necessary part of conducting business. We believe that a well-constructed, layered defense, that is fully integrated into your systems and processes will serve as an enabler for your organization.

Conducting regular assessments, continually analyzing vulnerabilities, and testing those systems are critical components to any security program. Built specifically for these types of opportunities, InterDev has garnered a regional reputation for providing solutions-focused and industry leading managed IT services.

InterDev's deliberate approach to comprehensive IT solutions for government has prepared us to implement a strategy that will provide Kenilworth with the following benefits:

A. INCREASED OPERATING EFFICIENCY	B. INCREASED OPPORTUNITIES FOR COST SAVINGS	C. INCREASED FOCUS ON HUMAN CAPITAL
Will include increased capacity via an in-house IT team of professionals	Extensive experience working with municipalities to reduce costs and to become more efficient	Includes developed security services to benefit the village and the community
Reduced workload on in-house resources	InterDev's professional IT assessment provides critical data from your servers, PC workstations, laptops, network printers, cell phone, and camera systems to benefit the Village.	Aims to support Kenilworth to improve the function of the Village and the lives of residents
Increases a focus on compliance	Provide critical data for increasing equipment and product utilization, efficiency, and security of the Village's environment.	Includes management of services to reduce security vulnerabilities, provide routine maintenance, and monitor overall infrastructure in developing an Information security framework
Increases the accuracy and vigilance around identifying and addressing malware events	No lost time due to system being unavailable. Reduced loss of time for minor incidents. Reduction in brand damage due to ransomware.	Security Program specifically for the Village of Kenilworth.

## InterDev Security Stack

**Security Essentials** – InterDev’s proposed security package of products and services represents what we consider the absolute minimum level of security and risk management required for the Village of Kenilworth. Our security stack will provide the Village with a cost-effective set of security tools and represents what we would consider the minimum amount of due care to meet basic cyber-hygiene. The proposed security stack will include the following:

**Patch Management** – InterDev uses Ninja RMM as our system monitoring and patch management tool. InterDev will configure the patch management policies in concert with the client to find a balance between rapid deployment of critical patches with the least disruption to operations. Patch management includes operating system patches and a library of common third-party applications such as Google Chrome, Mozilla Firefox, Adobe, etc. Ninja also has the capability to provide image backups of servers and workstations as well as data backup capabilities.

**Endpoint Detection and Response (EDR)** - We have partnered with SentinelOne to provide an enterprise-grade, lightweight and highly effective endpoint protection platform with our high security configuration. This product is backed by a cybersecurity insurance product. We have witnessed this product stop browser-based web attacks in near real time. This is the security team's go-to tool when performing incident response to ensure an environment is fully protected. This offering comes in two variations to fit any budget.

**Active Threat Hunting** – InterDev has partnered with Huntress Labs to provide an active threat hunting agent that can find persistence mechanisms that anti-virus may not detect. It also provides external visibility for any exposed network ports that may present a risk and ransomware canaries that serve as an early warning that an individual system may be under attack. These canaries also act as a thumbprint if a breach ever occurs, we can use the canary to trace it back and determine what data may have been exfiltrated.

**Email Security** - Provided by Barracuda networks and hardened by our security team, this platform ensures that malicious email does not reach your users' mailbox. For our Office 365 customers, we also leverage Barracuda's Sentinel platform that leverages a behavior-based AI engine to prevent account take-over, auto-remediate phishing attempts and prevent domain spoofing.

**Multi-Factor Authentication (MFA)** - InterDev uses Duo Security for our three multi-factor authentication offerings. Duo MFA as a base offering, Duo Access for organizations requiring more granular control and conditional access, and Duo Beyond for those requiring much greater control over endpoints. Duo is completely cloud-based, easy to use and offers several methods for authentication.

**Secure Internet Gateway and DNS-Based Protections** – Cisco Umbrella's Secure Internet Gateway (SIG) and DNS filtering is one of the best strategies in defending against malware and protecting your assets as it detects potential malicious activity prior to the connection being established. It provides this protection whether on or off network and extends on-premises security and web filtering to your workforce, no matter where they are. The platform also provides visibility and control over risky applications as well as security scanning of your cloud environments.

**Dark Web Monitoring** - Using Kaseya's DarkWeb ID platform, the security team monitors and is alerted when your credentials are found on the DarkWeb allowing us to take pre-emptive action to protect against account compromise.

**Password Manager** – Credential harvesting an account compromise continues to be one of the most common methods for breach. Using a password manager can help users better manage their credentials without the need for memorization or the use of risky password files. Using a password manager will reduce potential exposure by instilling good password habits for your users.

# Price Proposal



# INTERDEV PRICING

## FTE & Security Services

DETAILED SERVICE PRICING LISTING	
SERVICE CATEGORIES	MONTHLY
Remote Help Desk & Centralized Support	\$765
Onsite/Hybrid - Systems Engineer II	\$2,106
Security Services	\$676
vCIO ( <i>Virtual Chief Information Officer</i> )	\$703
<b>MONTHLY TOTAL</b>	<b>\$4,250</b>
<b>ANNUAL TOTAL</b>	<b>\$51,000</b>

**Notes:**

*\*The cost for the Security Services are for base services only. Software licensing and administration is priced separately depending upon options chosen.*

**Pricing Adjustment "True Up" Schedule** - *The IT Services fees are based off a per user and per device charge, which InterDev will perform a "true up" or adjustment of quarterly. The "true up" will adjust billing for the next quarter based on the total number of confirmed users by the Village. The Village of Kenilworth will only pay for the number of users that are active at the time of the "true up". If there is an increase in user count from the previous "true up" InterDev will only bill the Village the difference for the last 30 days of services. Current pricing is based on 30 users.*

**Annual Escalator: Up to a 5% escalator shall be applied upon the agreement anniversary**

## INTERDEV PROJECT STANDARDS

InterDev will consider any non-base services and/or tasks as a project that will be billed per the rate card within the proposal. All projects will be completed on a best effort basis as submitted by the client with an agreed upon schedule. Break Fix items do not constitute a project if the item is covered under the contracted base services.

InterDev will provide the following items below when engaging with the clients on any projects.

- Statement of work – Will contain a detailed list of what work will be completed with an overall estimate of hours of work and any overall cost estimates known or required in order to start the project process.
- Project Plan – This is a list of major milestones with estimated dates or span of time that constitute the whole of the project.
- Stakeholder Document – Will contain the list of approvers for each portion of the project. This could be financial approvers and/or timing or outage approvers.
- Project supporting documents – On an as needed basis, the project must be documented in order to provide knowledge transfer for ongoing support. Diagrams, Serial numbers, circuit ID's, and others will be placed here to formalize the project completion.
- Project closing – This will be a signed document certifying the approved completion of the project.

Projects requiring InterDev billing tracking: These must be approved by the Director and client, along with being tracked to document hours worked. This process is documented in a separate document stored by InterDev and maintained by InterDev but can be given to the client upon request.

PROJECT RESOURCES	RATES
CIO/CISO	\$250.00
Systems/Network Engineer III	\$225.00
Systems/Network Engineer II	\$200.00
Systems/Network Engineer I	\$175.00
Security Engineer	\$225.00
Project Management	\$175.00
GIS Analyst	\$175.00



## Request for Board Action

**Agenda Item:** 09

**Considered By:**  
Village Board

**Date:**  
06/20/23

**Staff Contact:** Patrick Brennan, Administration  
Heather McFarland, Administration

**Subject:** Adoption of a Resolution Authorizing Execution of a Professional Services Agreement with GZA GeoEnvironmental of Oak Brook, Illinois for Shoreline Protection Engineering in the Estimated Amount of \$64,900

**Summary:** As part of the Beach Improvement Project, it was determined that additional shoreline protection measures needed to be implemented to protect the Water Plant and surrounds. The Lakefront Planning Group has recommended that GZA GeoEnvironmental is selected to design shoreline improvements. The Village Manager concurs and a draft agreement has been prepared for consideration.

**Background of Matter:** One of the significant Village projects for 2023 is designing improvements to the public beach area and site of the former Water Plant. As part of that process, an existing conditions analysis was conducted for the building and shoreline protection structures. The shoreline portion of the analysis was conducted by GZA GeoEnvironmental of Oak Brook, Illinois.

Earlier this year, the Village contracted with Woodhouse Tinucci Architects to manage the Programming and Schematic Design phase of the overall Beach Improvement Project. That work has been continuing and the Schematic Designs will be completed soon. The work consists of two primary categories – 1) shoreline protection, and 2) water plant and surrounds.

Recently a public meeting was held to present three potential concept designs for the shoreline protection measures. Resident opinions were sought during the meeting and through surveys in the weeks after the meeting. The Lakefront Planning Group has reviewed the survey responses and the shoreline protection options. The options are included in an attachment to the Request for Board Action. The options were:

- Option 3, an option that offered curved armor stone revetments to create a cove beach was disliked by a majority of the survey respondents, as well as the Lakefront Group.
- Option 2 was an option that reinforced the failed north groin, included a tee structure at the eastern end, and limited reinforcement of the south groin. Additionally, it was an option that could be a second phase of Option 1. Option 2 was the favored among the respondents. (Preliminary Estimate 1.8 million)
- Option 1, an option that reinforced the failed north groin with armor stone and was considered the absolute minimum necessary to protect the water plant structure. The option did not include reinforcement of the south groin. Option 1 could be expanded into Option 2 in the future if desired. (Preliminary Estimate \$600,000)

The Lakefront Planning Group considered the options and the survey feedback. They forwarded a recommendation to the Village Board that GZA GeoEnvironmental was engaged to prepare

design and construction documents for Option 2, with Option 1 being an alternate in the bid documents. The rationale was:

- Shoreline protection work should proceed without delay and does not need to wait for preliminary cost estimates for the Water Plant/Surrounds work.
- Bids will be received for the shoreline protection work in a similar time as the Water Plant work cost estimates were received.
- The Village Board can select between Option 1 or Option 2, based upon the overall estimated Beach Improvement Project cost.
- Having both Option 1 and Option 2 designed, and permitted will allow the Village maximum flexibility in the mid-term.
- Should Option 1 be selected, Option 2 could be implemented within approximately three years under the 2023/2024 construction permit.

The Village Manager requested a proposal for the work from GZA GeoEnvironmental. Their work on the existing conditions report, and sub-consultant work with Woodhouse Tinucci has been notable and they have extensive experience designing shoreline protection measures on the western shores of Lake Michigan. The proposal from GZA is attached and the Village Manger has prepared the standard professional services agreement template. The Village Manager recommends that the Village Board authorize execution of a Professional Services Agreement with GZA GeoEnvironmental for the shoreline protection design as described herein.

If approved by the Village Board, GZA would commence work as soon as practical with the goal of issuing bids prior to the close of the 2023 construction season. There is a potential that shoreline protection work could commence in 2023 if bids are acceptable and awarded by the Village Board.

**Policy:** Village Board authorization is required to engage in professional services agreements in excess of \$20,000.

**Financial Impact:** The proposed expenses related to shoreline protection engineering were anticipated but the amount was unknown when the FY23 budget was developed. Therefore, a budget amendment would be required during CY2023 to account for the expenditure. It is recommended that the project be funded from the Kenilworth 2023 Fund which has adequate fund balance for the anticipated expense.

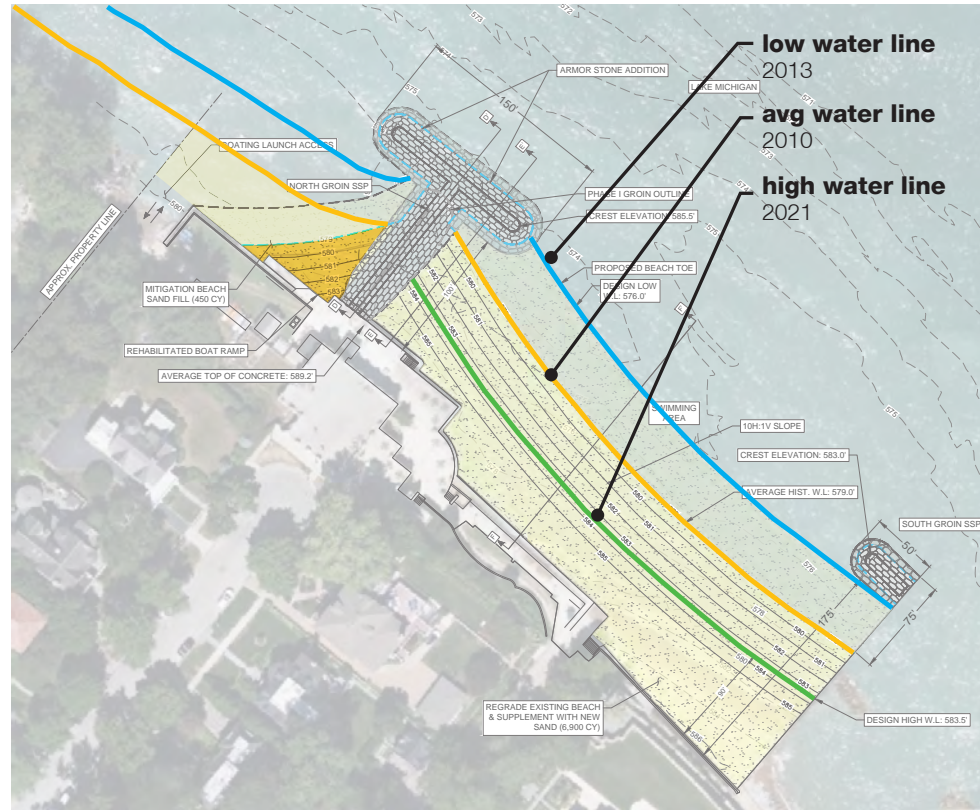
**Recommendation:** The Village Manager recommends that the Village Board adopt the resolution as presented.

**Attachments:**

- Design Options
- Resolution with Professional Services Agreement and GZA Proposal

# SHORELINE PROTECTION RESPONSE

## OPTION 2 POTENTIAL TO EXPAND



**BUDGET COST: \$1,800,000**  
**DURATION: 3 MONTHS**

**57%**

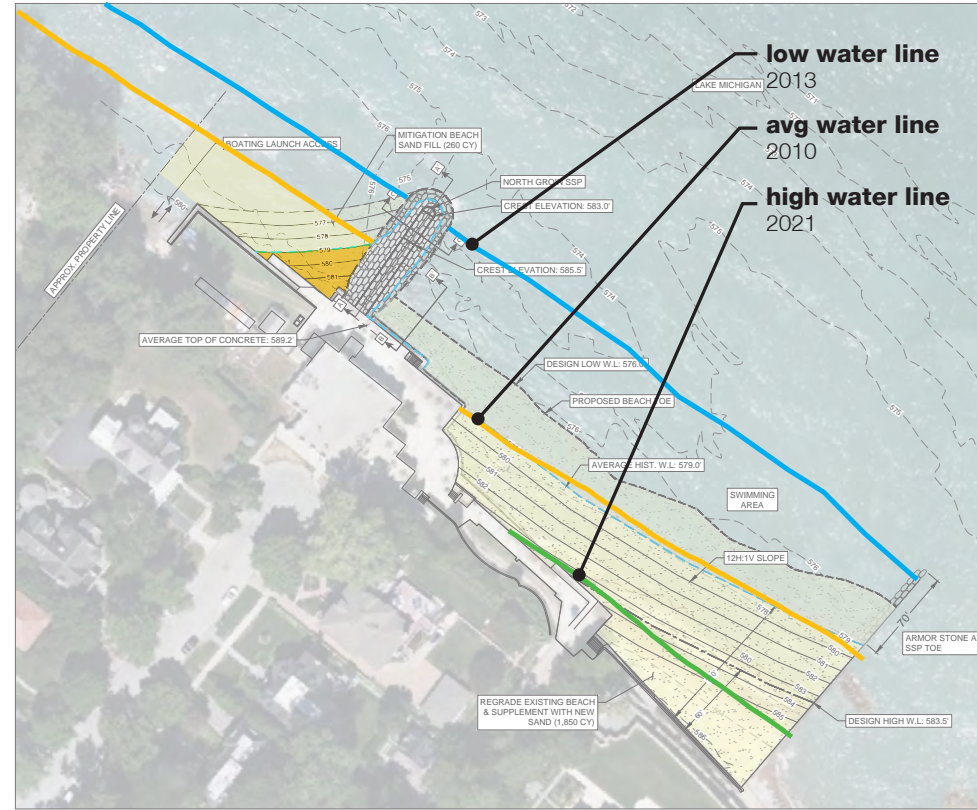
### OPTION 2

POTENTIAL TO EXPAND

Pros: that it provides a significantly larger beach,

Cons: cost and view obstruction

## OPTION 1 REPAIR AND REINFORCE



**BUDGET COST: \$600,000**  
**DURATION: 2 MONTHS**

**41%**

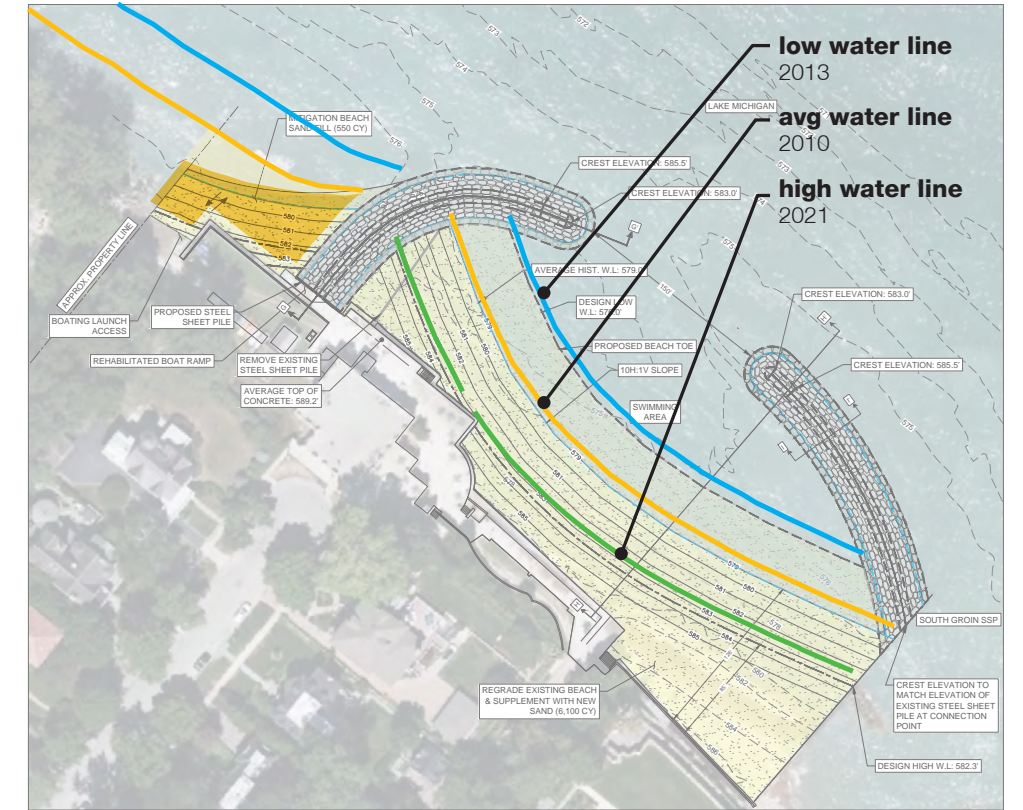
### OPTION 1

REPAIR AND REINFORCE

Pros: smaller scale, cost, and minimum view obstruction

Cons: might not be enough protection

## OPTION 3 ALTERNATE SWIMMING COVE



**BUDGET COST: \$2,300,000**  
**DURATION: 5 MONTHS**

**2%**

### OPTION 3

ALTERNATE SWIMMING COVE

Cons: cost, scale, and view obstruction

**22%** of respondents specifically oppose this option

**VILLAGE OF KENILWORTH  
RESOLUTION NO. 2023-\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES  
AGREEMENT WITH GZA GEOENVIRONMENTAL FOR  
SHORELINE PROTECTION DESIGN & ENGINEERING SERVICES**

**WHEREAS**, the Village of Kenilworth ("Village") is a non-home rule municipality located in Cook County, Illinois; and

**WHEREAS**, the Village has commissioned an engineering study ("Study") to evaluate the current conditions of the shoreline protection measures at the former Kenilworth Water Plant; and

**WHEREAS**, the Study was performed by GZA GeoEnvironmental of Oak Brook, Illinois ("GZA"); and

**WHEREAS**, the Study determined that shoreline protection measures needed to be implemented to protect the Water Plant and its surrounds; and

**WHEREAS**, the Village desires to implement measures to protect the Water Plant and its surrounds from damage caused by wave activity in Lake Michigan; and

**WHEREAS**, GZA is a GeoEnvironmental firm with professional engineers experienced in designing shoreline protection measures; and

**WHEREAS**, the work performed by GZA in past projects has been determined to be acceptable; and

**WHEREAS**, the Village Board desires to proceed with implementing shoreline protection measures without further delay; and

**WHEREAS**, GZA has submitted a proposal to design, engineer, and otherwise assist the Village with regulatory agencies with jurisdiction over work within Lake Michigan; and

**WHEREAS**, The Village and the GZA desire to enter into a professional services agreement for the Services (**Exhibit A**); and,

**WHEREAS**, the Board of Trustees finds that it is in the best interest of the Village and its residents to contract the Services from the GZA; 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. Recitals. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2. Approval. The Agreement with GZA Group is hereby approved in a form substantially similar to that provided in Exhibit A.

Section 3. Execution. The Village Manager is hereby authorized and directed to execute, on behalf of the Village, the Agreement with GZA. If an executed copy of the agreement

is not signed by both parties within 60 days after the effective date of this Resolution, then the Village has the right but not the obligation to cancel the agreement without further obligation.

Passed this \_\_\_\_\_ day of June, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Village President

Attest:

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

**Exhibit A**

Professional Services Agreement

**VILLAGE OF KENILWORTH PROFESSIONAL SERVICES AGREEMENT  
FOR SHORELINE PROTECTION DESIGN AND ENGINEERING SERVICES**

**THIS AGREEMENT** is dated as of the \_\_\_ day of June, 2023 ("**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:

GZA GeoEnvironmental, Inc. ("Consultant")  
915 Harger Rd., Suite 330  
Oak Brook, IL 60523  
Telephone: 630-684-9100  
Email: [Dan.Veriotti@gza.com](mailto:Dan.Veriotti@gza.com)

**B. Project Description.** The Consultant will design, engineer and produce construction documents for shoreline protection measures at 1 Kenilworth Avenue and as more thoroughly described in Exhibit A.

**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 seventy-eight thousand, six hundred ninety dollars (\$78,690) as outlined in Exhibit A, inclusive of reimbursable expenses, unless 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 "**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Work, but in no event later than February 01, 2024 ("**Time of Performance**").

**D. Reporting.** The Consultant shall regularly report to the Village Manager,<sup>107</sup>

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 on an hourly basis with a not to exceed amount inclusive of reimbursables. 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 by the Village. The Village shall pay to the Consultant the amount billed within 45 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 B

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 industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of 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 shall indemnify, save 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 reasonable attorneys' fees and administrative expenses, caused by the Consultant's negligent performance of the Services in this Agreement or breach of this Agreement, 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 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 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 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 expire on the date the Village Manager determines that all of the Services under this Agreement, including warranty services, are completed. 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.  
Chicago, IL 60603  
Attention: Kenilworth Counsel  
E-mail: [gjones@ancelglink.com](mailto:gjones@ancelglink.com)

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

GZA GeoEnvironmental, Inc.  
915 Harger Rd., Suite 330  
Oak Brook, IL 60523  
Telephone: 630-684-9100  
Attn: Mr. Dan Veriotti  
Email: [Dan.Veriotti@gza.com](mailto: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 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, C, and D 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 B 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.

Consultant's Status: ( ) \_\_\_\_\_ Corporation ( ) \_\_\_\_\_ Partnership ( )  
Individual Proprietor  
(State) (State)

Consultant's Name: \_\_\_\_\_  
\_\_\_\_\_

Doing Business As (if different): \_\_\_\_\_  
\_\_\_\_\_

Signature of Consultant or Authorized Agent:  
\_\_\_\_\_

Printed Name: \_\_\_\_\_

(corporate seal)

\_\_\_\_\_ (if corporation)  
Title/Position: \_\_\_\_\_  
\_\_\_\_\_

Consultant's Business Address:  
\_\_\_\_\_  
\_\_\_\_\_

Consultant's Business Telephone: \_\_\_\_\_  
Consultant's E-mail Address: \_\_\_\_\_

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

NAME	TITLE	ADDRESS

***[SIGNATURES FOLLOW ON NEXT PAGE]***

ATTEST:

VILLAGE OF KENILWORTH

By: \_\_\_\_\_  
Heather McFarland  
Assistant to the Village Manager

By: \_\_\_\_\_  
Patrick Brennan  
Village Manager

ATTEST:

**CONSULTANT**

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

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

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

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

**EXHIBIT A**

**Proposal**

**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 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>
_____	_____
_____	_____



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

June 16, 2023  
File No. 20.P000260.24

Mr. Patrick Brennan, Village Manager  
Village of Kenilworth  
419 Richmond Road  
Kenilworth, Illinois 60043-1140

Re: Proposal for Coastal Design  
Kenilworth Beach  
Kenilworth, Illinois

Dear Mr. Brennan:

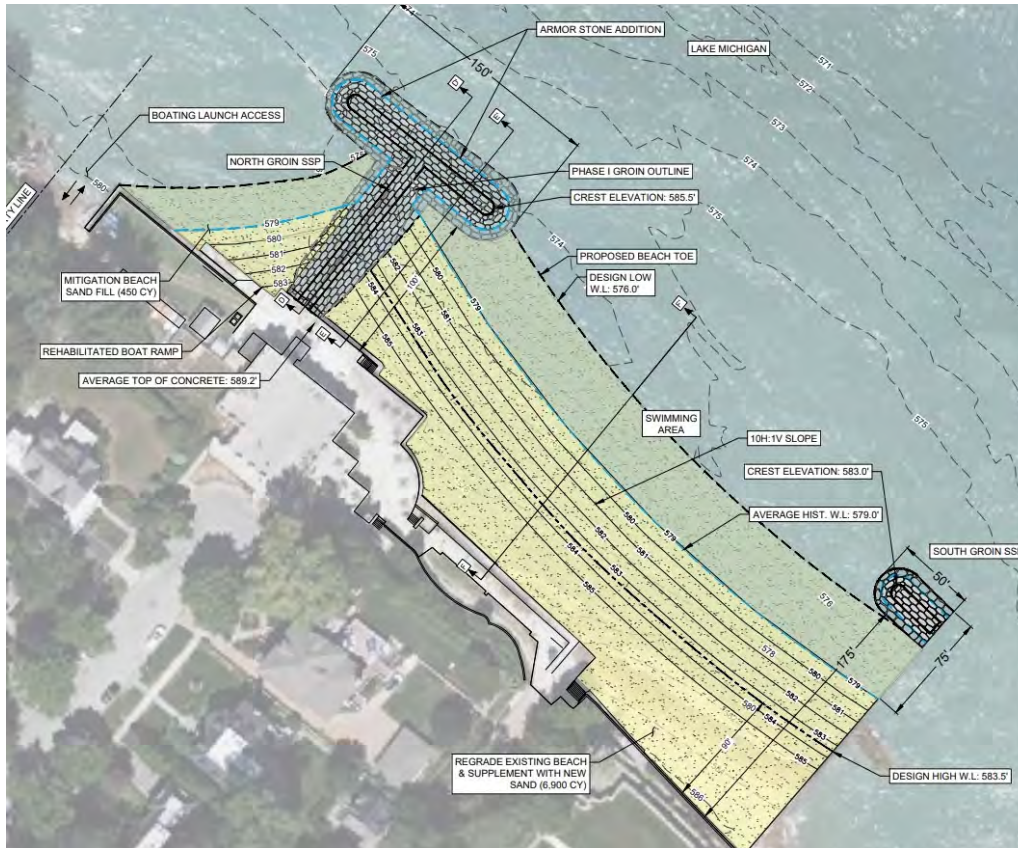
GZA GeoEnvironmental, Inc. (GZA) is pleased to provide this lakefront design proposal to the Village of Kenilworth ("Village"/"Client") for Kenilworth Beach in Kenilworth, Illinois ("Property").

### **BACKGROUND**

Along the lakefront, the Village has a public swimming beach on the south end and Kenilworth Sailing Club ("North Beach") is located at the north end. The drinking water plant building was decommissioned in 2017, and is located immediately south of North Beach.

In 2022, GZA conducted a shoreline and building assessment study and identified some site opportunities and improvements needed. A Master Plan is underway for the building and lakefront, following up on the assessment study findings and recommendations. The Master Plan is led by Woodhouse Tinucci Architects, with GZA being a specialized coastal consultant for the lakefront improvements.

Various conceptual design alternatives were presented and, based on public input that was received, alternative 2 (a "T" armor stone groin protecting the building and beach nourishment; see Figure 1) was selected for design and regulatory permitting. We also understand that alternative 1 (repairs of the north steel sheet piling [SSP] groin) will also be included in the construction documents. Based on the received construction bid prices and regulatory permit approvals for alternative 2, the Village will have the flexibility to proceed with alternative 1 first, followed by alternative 2 sometime in the near future, given that the issued permits are usually valid for three years.



**Figure 1. Selected Master Plan Alternative 2**

In recent years, a significant reduction in sediment supply was recorded due to the construction of made-made shoreline protection structures, which eliminated the sources of sediment (from natural erosion processes). Therefore, good portions of the Wisconsin and Illinois shorelines have coastal protection structures that do not allow erosion.

Currently, only approximately 13,000 cubic yards (yd<sup>3</sup>) of sediment move from Wisconsin to Illinois. This is an annual total rate and very close to the transport rate (north to south) between the City of Lake Forest and the Village. It should be noted that this rate is significantly less than previous studies (1953) showing 60,000 to 90,000 yd<sup>3</sup> per year. The sediment transport rates are computed and reported to the “depth of closure” (water depth along a lakebed cross-section where sediment transport is negligible or zero), typically 20 feet at Low Water Datum (LWD). The Lake Michigan LWD is 577.5 feet International Great Lakes Datum of 1985 (IGLD 85). For reference, the current water level is 580.0 feet. Based on the depth of closure located over ½-mile offshore, this rate is very small and does not supply the natural beach nourishment needed (quantity and material sizes). This is perhaps the biggest challenge for a recreational beach and shoreline protection project, along with the variation of water levels, which reached a historic high in June and July 2021 (582.39 feet) and October 1986 (582.35 feet), while the lowest level was 575.95 feet (February 1964).

We have been in a period of high water level (higher than the long-term historic average of 578.9 feet). Along the Illinois shoreline, sandy beaches are recorded only during persistent periods of low levels.

In the absence of adequate “beach-building” medium and coarse sand materials in the littoral transport, it is important to provide improved coastal protection structures and beach nourishment for the project.



The main project goals are:

- Rehabilitate/improve the north SSP groin by adding armor stone on both sides;
- Protect the building bulkhead;
- Improve/expand the recreational beach area; and
- Improve the North Beach area by expanding the beach cell on the north side of the north breakwater.

Other elements, such as improving the damaged boat ramp launch (SSP and concrete cap), will be included in the project design development process. We plan to leverage important lessons learned from the design, construction, and monitoring of similar recreational beach projects in Illinois, such as Highland Park Rosewood Beach and Lake Forest Park Beach. A summary is presented as follows:

- A recreational beach with a proposed breakwater-beach system is dynamic, and the beach planforms and profiles are subject to significant change in response to variations in lake level, wave action, incoming sediment supply and cross-shore transport;
- Assuming a natural supply of sediment from the updrift shorelines, a sand pre-fill will be provided during project construction on the north side of the rehabilitated north groin. This will result in the development of a fillet beach at the north end of the project, with direct benefits to the North Beach. The beach fillet will be regarded as a benefit to the littoral transport, allowing natural sediment “by-passing” (sediment moving from north to south will continue moving south); therefore, no significant downdrift impacts are expected; and
- As with any other recreational beach in Illinois, there will be sand losses and a beach monitoring program is recommended to proactively plan for nourishment. The actual losses may vary significantly from one year to the next, depending on prevailing lake levels and the occurrence of storms.

## **SCOPE OF SERVICES**

Our scope of work is provided below.

### **1. Kick Off Meeting**

Our team will attend an in-person meeting with Village representatives to confirm project goals, communication protocol, coordination with the architectural proposed improvements, deliverables, and schedule.

### **2. Data Collection and Review**

GZA will update the 2020 survey (by Terra Technology Land Surveying), replicating the previous scope of work (with approximate extents of approximately 25 feet past the north and south property lines, respectively; 500 feet offshore; and spot elevations collected along the site walls, bulkheads, groins, and launch ramp). We will use both conventional land-based survey for the topographic data and a boat with high-resolution sonar. GZA will update our base map with the new survey data.

We will review existing soil borings data in the regional project area, including any data the Village might have. We will also review existing sediment sampling and analysis data (from our in-house database).

### **3. Coastal Analysis and Basis of Design**

Our team has extensive experience with coastal analyses in Illinois and the project area, including combined probability analyses for high water levels, monthly mean water levels, and storm surges and the combined effect by return period. One of the main goals of the coastal analysis is to determine the design-criteria combination of the



water level and offshore wave height. The analysis will transform the selected offshore wave to the near-shore and toe of proposed protection structures.

The water level statistics will be presented as return occurrence. For example, a 10-year water level has a 10% chance of annual occurrence, while a 100-year has a 1% chance of occurrence. The water level gauge at Calumet Harbor, Illinois will be used for the water levels in the project area. The offshore waves will be compiled from the United States Army Corps of Engineers (USACE) Wave Information Studies (WIS). There are station locations offshore, along with the Lake Michigan buoy 45007 in deep water. The long-term water level, wind, and wave hind-cast statistics will also be presented along with design wave heights in the near-shore area, for different storm events. A return period analysis on hindcasted waves and water levels will calculate the wave heights for different design storm events, following a recommended USACE design criteria. This design criteria includes the more conservative of the (10, 20) and (20, 10) or the combination of the 10-year and 20-year occurrence for the offshore wave and water level, respectively.

A resilient design criteria will be included as a discussion point, as the June/July 2020 water levels of 582.3 feet approached the October 1986 record high level of 582.4 feet. From our preliminary analysis performed for the Master Plan, the recommended high design water level is between 583.0 and 583.5 feet (to be selected in collaboration with the Village as part of the basis of design). The selected design high water level will be considered in the evaluation of proposed north groin stone material stability. By direct comparison with the built resilient shoreline projects in Duluth, Minnesota on Lake Superior with Dan Veriotti as engineer of record, project manager, and lead engineer, the selected basis of design was the 100-year water level with the 50-year offshore wave. While this is a very conservative basis of design, we suggest a discussion on various water levels and storms for the site coastal resiliency.

The offshore design wave heights vary between 15 and 20 feet, typically approaching from the north and northeast sectors. The selection of the water level and offshore wave height will be discussed with the Village, along with the selection of coastal risk, which is defined as the probability that a given design event (e.g., a specified combination of monthly mean water level, storm surge, and wave height) will be reached or exceeded at least once during the project life. If the design event is reached or exceeded, special consequences must be taken into consideration.

The offshore wave conditions will be subject to the shallow water wave transformation processes as they propagate from deep water into the project site, including refraction, shoaling, and breaking. Given the severity of the extreme wave conditions, as well as the shallow water depths at the project site (generally less than -4 feet LWD), the design nearshore wave conditions will be depth-limited. As such, the lakebed elevation at the location of the proposed structures and the design water level are the controlling design variables.

GZA will transform the offshore waves to the site and calculate the following:

- Design significant wave height ( $H_s$ ) at the toe of the north and south groins;
- Wave overtopping and rates-groins and building bulkhead; and
- Required stone material sizes for structure stability, along with minimum crest elevations and side slope.

A report will be prepared with our methodology, findings, and recommendations. We will also include a discussion on the expected long-term maintenance for the coastal structures.

#### **4. Design Development and Meetings**

Based on the results of all the data collection and analyses performed, our team will develop Design Development Plans and an overall implementation strategy will be prepared for the entire project, including the project phasing, contractor access and staging/storing areas, as well as construction timing (avoiding impacting the recreational beach



and boating activities). These are to be discussed with the Village representatives and prioritized based on the project goals. Some of the design elements for discussion will be:

- What is desired at the current damaged concrete launch (new rehabilitated launch, replacement with reinforced concrete steps, stone armoring on top of the existing, etc.);
- Minimum recommended length of the north groin (i.e., if alternative 1 is selected);
- Minimum acceptable south groin armoring for beach retainage function;
- Type of sand for the beach nourishment (in Illinois, a combination of coarse sand is provided on the beach underwater slope, with medium sand as a cover layer) and extents of the fill, or the total quantity to be provided;
- Estimated construction costs and Value Engineering analysis; and
- Estimated construction timing.

We have included the following submittals for Village review and approval:

- 50% plans; and
- 100% plans and technical specifications.

We will incorporate any Village standard front-end sections; if not available, our recommended sections along with the bidding form. We have included attendance at three remote meetings, and one in-person meeting to present the plans and seek the Village's input.

## **5. Regulatory Coordination**

GZA will provide assistance by identifying potential state and federal grants for funding (such as the Federal Emergency Management Agency [FEMA] Building Resilient Infrastructure and Communities [BRIC]).

The final phase of the design before construction will require permitting and environmental compliance at the federal, state, and local levels. The regulatory and environmental compliance review is intended to identify the appropriate permits and review at each level of government, and to identify design or cite constraints that should be carefully considered by regulatory partners. To expedite the regulatory permitting process, we propose to have an overlap of services between the Design Development (Task 4) and Regulatory Coordination (Task 5) tasks. We will create two sets of draft plans (Design Development and Regulatory Permitting) at the 50% design plans and make some continuing adjustments, as needed during the design development.

We will organize a pre-application with the leading agencies (USACE-Chicago and Illinois Department of Natural Resources [IDNR]-Office of Water Resources [OWR]) to present the project and discuss their requirements. In recent years, the USACE allows a specialized coastal engineer to perform a field delineation and prepare a report for the Ordinary High Water Mark (OHWM) for the site. This is the jurisdictional elevation for the regulatory agencies. GZA will perform the field OHWM survey and submit the report for USACE's approval. We will then prepare and submit the Joint Permit application forms (USACE/IDNR with a copy to the United States Environmental Protection Agency [USEPA]) and supporting material (report and 50% design plans) and respond in writing to the questions received.

We assume that regulatory permitting fees will be paid directly by the Village. The IDNR fee varies, but is expected to be \$5,000 (the fee will be determined after the initial submittal of the plans).

## **6. Construction Plans**

Construction plans and specifications issued for construction bidding will be stamped by a registered Illinois P.E.



## 7. Construction Phase: Bidding and Award

It is assumed that GZA will lead the construction contractor bid process. However, at this time, there are some unknowns regarding the size of the project and construction duration, based on what is selected for implementation. GZA recommends organizing and leading the pre-bid meeting with contractors, serve as primary point of contact throughout bidding, review and provide responses to bidder inquiries, provide assistance in reviewing bids for technical qualifications and pricing, and provide the Village with a recommendation on contractor selection.

### ASSUMPTIONS

- A detailed sediment transport analysis is not required at this time; a beach monitoring study will be performed annually for five years after project completion, providing data for the beach performance and expected maintenance.
- Given the wide recreational beach opening (without a cell or a significant extension of the south groin), periodic beach nourishment might be required. The monitoring study will provide the recommended beach nourishment quantity.
- The sediment transport and monitoring studies are not included in the cost. Based on the layout selected for implementation, we suggest providing a scope of work and fee for these tasks in the future, as a separate contract change order.
- Regulatory permitting fees are not included in our cost.
- Construction administration services are not included in our cost. Depending on the selected layout and the construction duration, we suggest creating a scope of work and fees in the future, as a separate change order.

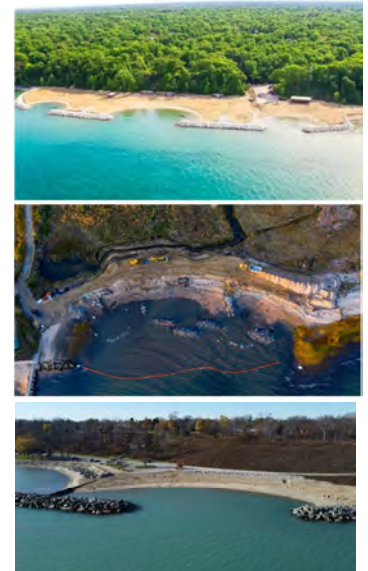
### QUALIFICATIONS AND TEAM EXPERIENCE

GZA, founded in 1964, is a full-service, multi-disciplinary engineering and environmental firm providing its clients with highly diversified technical services supporting our core practice areas. The project work will be performed by the local Oak Brook, Illinois office. GZA employs nearly 700 engineers, scientists, planners, and technical specialists in 32 offices. As a mid-size engineering firm, we feel we are large enough to service the Village, yet small enough that we can get to know you and work closely to address the needs specific to the Village. We enjoy building client relationships and will work hard to earn your trust and complete satisfaction.

GZA’s team offers a unique combination of coastal engineering experience, hydrologic and hydraulic engineering expertise, civil and geotechnical engineering, landscape architecture, climate change adaptability planning, as well as environmental and ecological services. Additionally, we have the staffing capacity and local presence (Oak Brook, Illinois) to provide the Village with superior service on this project.

**Dan Veriotti, P.E.** has graduate degrees in Coastal Science and Engineering and approximately 27 years of Lake Michigan experience. Dan is a designated National Oceanic and Atmospheric Administration (NOAA) coastal expert for the Great Lakes and part of many organizations, including the Illinois Shoreline (Sand) Management Working Group, collaborating with the Coastal Management Program. Dan was the project manager for the Rosewood Beach (Highland Park) project and conducted numerous beach nourishments (Lake Forest - 2022) and beach monitoring studies (Lake Forest - 2012 and 2023), and researched the recreational beach fill material stability in Illinois, discussed as a presentation with the Coastal Zone Management and various municipalities.

Dan will be the Project Manager and Principal Engineer for this project.





In the last couple of years, GZA completed over 50 coastal assessments and engineering and design projects for municipal, residential, and commercial properties along Lake Michigan.

**Russ Morgan, P.E.** is a Senior Principal with over 40 years of coastal design and construction experience. Russ has a graduate degree in Coastal Engineering and will serve as Consultant Reviewer for this project, providing independent project review.

**Dino Fiscaletti, P.E., S.E., Matthew Page, P.E., and Cheryl Coviello, P.E.** each add decades of specialized marine structural design experience.

**Jesse Graham, P.E.** and **Ian Mosbrucker, P.E.** are Geotechnical Engineers experienced in Lake Michigan coastal projects.

**Maria Pontiki, Ph.D.** and **Bin Wang, P.E., CFM** are Coastal Scientists experienced in hydrodynamic computer modeling studies.

**Colin Byron, EIT** is a Coastal Engineer with over five years of experience with project design plan preparation, and will be in charge of the assembly of the Design Development and Construction Plans.

Project abstracts and resumes are available upon request.

**BASIS OF BILLINGS**

Billings for GZA’s professional services will be on a time and materials basis for the above scope of work in accordance with the attached approved Schedule of Fees. Based on the proposed scope of work outlined above, we estimate the costs to execute this scope of work to be approximately \$64,900, as provided below.

Task 1 - Kick Off Meeting	\$ 620
Task 2 - Data Collection and Review	\$ 8,490
Task 3 - Coastal Analysis and Basis of Design	\$11,430
Task 4 - Design Development and Meetings	\$22,330
Task 5 - Regulatory Coordination	\$ 9,200
Task 6 - Construction Plans	\$10,650
Task 7 - Construction Phase: Bidding and Award	<u>\$ 2,180</u>
Total	\$64,900

This estimate is based on the anticipated scope of work outlined above, which represents our present judgment as to the level of effort required. The actual charges may vary, either upward or downward, depending on the execution of the 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. We will update the schedule after the completion of the site survey.

**CONDITIONS OF ENGAGEMENT**

Our work will be performed in accordance with our executed contract under the approved Village Standard Terms and Conditions (June 29, 2022).

**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.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

R:\2023\20.P000260.24\FINAL 20.P000260.24 Pro-Coastal Design\_Kenilworth IL 6-16-23.docx

Attachments: Schedule of Fees

This Proposal for Services, previously approved Schedule of Fees, and previously executed contract 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: \_\_\_\_\_

This Proposal for Services, previously approved Schedule of Fees, and previously executed contract 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.

**GZA GEOENVIRONMENTAL, INC.  
GREAT LAKES REGION  
SCHEDULE OF FEES**

<u><b>LABOR</b></u>	<u><b>Per Hour</b></u>
Senior Principal	\$ 265
Principal	\$ 240
Associate Principal / Project Reviewer	\$ 220
Senior Consultant	\$ 210
Senior Project Manager/Senior Technical Specialist	\$ 200
Project Manager/Technical Specialist	\$ 165
Assistant Project Manager	\$ 145
Engineer / Geologist / Environmental Specialist I	\$ 130
Engineer / Geologist / Environmental Specialist II	\$ 120
Engineering / Geological Technician I*	\$ 100
Engineering / Geological Technician II*	\$ 95
Sr. CAD / Technical Designer*	\$ 140
CAD / Technical Designer*	\$ 135
Sr. Administrative Assistant*	\$ 110
Administrative Assistant*	\$ 90
Outside Services and Subcontractors	Cost plus 15%
Expenses	Cost plus 15%

\* For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for:

- Time required for travel from Company office to job or meeting site and return.
- For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.
- For expert (sworn) testimony the above rates will be charged at two times the fee schedule.

**EXPENSES**

- Laboratory service, rental of specialized field or monitoring equipment and vehicle charges based on GZA standard unit prices.
- Transportation, lodging and subsistence for out-of-town travel.
- Printing, reproduction, photographs, shipping charges and material purchases.
- Communication fee charged at 3.0% of labor invoiced for total cost of local, long distance, and cellular phone equipment and connectivity; electronic data communication and transmission; facsimile and document scanning; and USPS postage.
- Company van/pick-up for projects \$0.75/Mile. Personal vehicle travel for projects \$0.655/Mile, or prevailing federal government rate.

**INVOICES**

Progress invoices will be submitted to the client periodically and a final bill will be submitted upon completion of our services. Each invoice is due within twenty (20) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or if lower, the maximum lawful rate, on past due accounts.

It is our Firm's practice to consider adjustments to hourly rates once annually at the beginning of the year.

**BUDGETS**

The Budget contained within GZA's Proposal represents our estimate of the work involved. Actual charges can vary either upward or downward depending upon many factors. GZA considers a significant budget variance to be 15% and we will not exceed this variance without notifying Client.

**RETAINER**

Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.

**BUILDING PERMITS ISSUED BY THE VILLAGE OF KENILWORTH DURING THE MONTH OF MAY 2023**

<b>PERMIT NO.</b>	<b>ADDRESS</b>	<b>TYPE OF WORK</b>	<b>COST OF IMPROVEMENT</b>	<b>PERMIT FEE</b>		
P2023-023	257 Kenilworth Ave	Repair front steps	\$21,600.00	\$648.00		
P2023-040	333 Cumnor Rd	Attic interior remodel	\$118,000.00	\$3,540.00		
P2023-042	36 Kenilworth Ave	Window replacement	\$16,503.00	\$495.09		
P2023-044	320 Abbotsford Rd	Fence	\$6,110.00	\$60.00		
P2023-045	615 Essex Rd	Fence	\$37,708.00	\$60.00		
P2023-046	712 Kent Rd	Interior renovation	\$55,000.00	\$1,650.00		
P2023-047	339 Kenilworth Ave	Sewer repair	\$10,090.00	\$302.70		
P2023-048	605 Brier St	Flood control system installation	\$11,350.00	\$340.50		
PB23-0006	328 Leicester Rd	Driveway replacement	\$3,300.00	\$99.00		
PB23-0010	323 Cumnor Rd	Irrigation system installation	\$12,750.00	\$382.50		
PB23-0011	615 Ridge Rd	Replace existing deck	\$30,000.00	\$900.00		
PB23-0012	331 Essex Rd	Lead service line replacement	\$12,140.00	\$85.00		
PB23-0018	527 Warwick Rd	Replace existing front walk	\$4,500.00	\$165.00		
PB23-0020	345 Ivy Ct	Irrigation system installation	\$13,350.00	\$400.50		
PB23-0025	519 Warwick Rd	Roof replacement	\$61,410.00	\$1,842.30		
PB23-0029	560 Greenwood Ave	Replace interior water supply	\$9,702.00	\$291.06		
PB23-0035	99 Tudor Pl	Roof replacement	\$99,500.00	\$2,985.00		
PF23-0004	315 Abbotsford Rd	Fence	\$8,500.00	\$60.00		
<b>TOTAL IN MAY 2023</b>			<b>\$531,513.00</b>	<b>\$14,306.65</b>		
<b>18 PERMITS ISSUED IN MAY 2023</b>						
<b>14 Issued in MAY 2022</b>			<b>May-22</b>	<b>\$ 515,029.00</b>	<b>\$13,457.47</b>	
<b>Total Permits Issued 2023 Fiscal Year</b>			<b>41</b>	<b>2023 Fiscal Year To Date</b>	<b>\$1,785,614.25</b>	<b>\$50,584.08</b>

PERIOD ENDING 06/30/2023

% Fiscal Year Completed: 49.59

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 06/30/2022	YTD BALANCE 06/30/2023	% BDGT USED
		2022 AMENDED BUDGET	2023 AMENDED BUDGET			
Fund 01 - GENERAL FUND						
01-100-3001	CURRENT TAX LEVY	2,172,046.00	2,390,800.00	23,389.81	0.00	1,246,957.67
01-100-3002	CURRENT TAX LEVY POLPEN	780,000.00	800,000.00	8,171.57	0.00	436,058.48
01-100-3004	REPLACEMENT TAX	123,200.00	66,300.00	0.00	0.00	73,690.88
01-100-3005	STATE SALES TAX	157,000.00	65,000.00	12,365.43	0.00	77,923.30
01-100-3006	STATE INCOME TAX	415,000.00	304,265.00	23,441.75	0.00	238,270.41
01-100-3007	LOCAL USE TAX	92,500.00	78,585.00	8,586.84	0.00	51,626.84
01-100-3008	CONSUMPTION TAX	3,623.00	4,500.00	349.42	0.00	2,158.39
01-100-3010	UTILITY TAX-COMED	91,500.00	92,000.00	6,582.96	5,904.91	42,872.77
01-100-3011	UTILITY TAX-NICOR	118,000.00	70,000.00	8,004.73	0.00	76,787.03
01-100-3012	UTILITY TAX-TELECOM	35,000.00	34,000.00	3,283.15	0.00	19,294.76
01-100-3020	911 DISBURSEMENT - JETSB FUNDS	92,000.00	85,000.00	6,707.08	0.00	41,356.28
01-100-3029	MISC TAX-FOREIGN FIRE TAX	18,500.00	20,000.00	0.00	0.00	0.00
01-100-3101	CIRCUIT COURT FINES	200.00	750.00	0.00	50.00	1,285.00
01-100-3102	VILLAGE ORDINANCE FINES	41,000.00	18,000.00	730.00	365.00	13,375.00
01-100-3103	DUI FINES	100.00	0.00	0.00	0.00	0.00
01-100-3104	VEHICLE TAX FUND	100.00	0.00	0.00	0.00	0.00
01-100-3201	VEHICLE LICENSE	96,000.00	100,000.00	22,740.00	15,900.00	79,796.37
01-100-3202	ANIMAL LICENSE	1,950.00	2,000.00	270.00	160.00	1,620.00
01-100-3203	LIQUOR LICENSE	2,500.00	3,000.00	0.00	0.00	0.00
01-100-3301	PERMITS-BUILDING	425,000.00	380,000.00	52,204.12	14,993.25	192,909.76
01-100-3306	PLAN REVIEW	34,000.00	27,000.00	350.00	1,141.40	19,626.58
01-100-3307	ZONING REVIEW	3,500.00	5,500.00	300.00	450.00	3,738.00
01-100-3308	ZBA FILING FEE	1,200.00	1,050.00	350.00	0.00	1,750.00
01-100-3309	BRC (DEMO) FILING FEES	350.00	350.00	0.00	0.00	0.00
01-100-3310	TREE PERMIT	40,500.00	500.00	300.00	0.00	38,851.25
01-100-3311	ARC FILING FEE	700.00	700.00	0.00	0.00	1,050.00
01-100-3312	RE-INSPECTION FEE	500.00	750.00	0.00	0.00	0.00
01-100-3398	CONSTRUCTION PARKING PERMITS	300.00	1,000.00	0.00	0.00	0.00
01-100-3399	PERMITS-PARKING	7,000.00	8,000.00	1,383.00	156.00	10,491.00
01-100-3401	AMBULANCE USERS FEE	17,000.00	19,000.00	2,081.14	2,208.09	12,710.65
01-100-3402	SPECIAL EVENT & USE FEE	500.00	750.00	600.00	150.00	900.00
01-100-3403	ELEVATOR INSPECTIONS	0.00	500.00	0.00	0.00	0.00
01-100-3404	FIRE AND BURGLAR ALARM FEES	5,750.00	6,000.00	300.00	0.00	6,300.00
01-100-3405	YARD WASTE STICKERS	10,000.00	1,100.00	1,407.50	450.00	4,257.50
01-100-3407	SPECIAL DUTY DETAIL	5,000.00	5,000.00	840.00	0.00	840.00
01-100-3432	REFUSE & RECYCLING FEES	96,000.00	96,000.00	0.00	0.00	0.00
01-100-3436	ANTENNA LEASE FEES	98,400.00	176,688.00	9,346.14	0.00	61,540.11
01-100-3499	MISCELLANEOUS FEES	0.00	10.00	0.00	0.00	0.00
01-100-3501	CABLE TV FRANCHISE FEE	50,000.00	51,000.00	0.00	0.00	25,834.76
01-100-3605	GRANTS - MISC	0.00	0.00	0.00	0.00	30.96
01-100-3701	INTEREST INCOME	77,600.00	30,000.00	3,211.25	0.00	7,816.64
01-100-3801	INSURANCE PROCEEDS (IRMA)	20,000.00	0.00	0.00	0.00	0.00
01-100-3903	GIFTS & CONTRIBUTIONS	0.00	0.00	0.00	0.00	(160.44)
01-100-3904	TREE CONTRIBUTIONS	16,000.00	500.00	0.00	0.00	2,275.00
01-100-3960	RECYCLING INCENTIVE PROGRAM	0.00	2,500.00	0.00	0.00	3,334.27
01-100-3989	OTHER INCOME	2,500.00	7,000.00	510.00	508.01	8,878.55
01-100-3992	FUND TRANSFER IN	0.00	8,500.00	0.00	0.00	0.00
01-100-4010	REGULAR SALARIES	220,503.00	339,299.00	18,181.99	9,649.56	105,260.57
01-100-4019	MERIT-VACATION BUY BACK	23,500.00	19,500.00	0.00	0.00	0.00
01-100-4021	PART TIME SALARIES	0.00	0.00	0.00	2,967.00	0.00
01-100-4023	AUTO ALLOWANCE	4,800.00	4,800.00	400.00	200.00	2,400.00
01-100-4028	EMPLOYEE BENEFITS-MEDICAL	25,657.00	15,754.00	2,046.46	2,251.70	9,677.70
01-100-4029	EMPLOYEE BENEFITS-DENTAL	1,304.00	1,049.00	140.99	144.07	641.47
01-100-4030	EMPLOYEE BENEFITS-LIFE	377.00	395.00	58.91	0.00	355.01
01-100-4031	FICA & MEDICARE-EMPLOYER	17,159.00	19,439.00	1,399.63	969.19	8,323.51

PERIOD ENDING 06/30/2023  
% Fiscal Year Completed: 49.59  
MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND  
REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 06/30/2022	YTD BALANCE 06/30/2023	% BDGT USED
		2022 AMENDED BUDGET	2023 AMENDED BUDGET			
Fund 01 - GENERAL FUND						
01-100-4032	IMRF-EMPLOYER	20,760.00	3,764.00	1,305.41	145.70	43.37
01-100-4033	UNEMPLOYMENT-EMPLOYER	255.00	202.00	57.90	0.00	141.08
01-100-4039	EMPLOYEE BENEFITS-OTHER	0.00	29,482.00	0.00	0.00	0.00
01-100-4040	IMRF- ADDITIONAL CONTRIBUTION	0.00	25,000.00	0.00	0.00	0.00
01-100-5021	AUDITING	22,915.00	24,925.00	0.00	0.00	0.00
01-100-5022	JULIE FEES	1,100.00	1,550.00	0.00	0.00	0.00
01-100-5023	PLAN REVIEW & INSPECT. SERVICE	41,000.00	56,250.00	5,001.67	1,699.09	45.55
01-100-5036	PRINTING AND PUBLISHING	10,060.00	9,080.00	1,334.83	0.00	83.35
01-100-5041	TELEPHONE	3,350.00	2,435.00	210.51	0.00	40.31
01-100-5042	CELL PHONE	800.00	650.00	120.31	47.22	35.56
01-100-5051	MISCELLANEOUS SERVICE	4,500.00	4,500.00	516.09	0.00	65.49
01-100-5071	POSTAGE	4,400.00	4,620.00	137.79	118.77	37.20
01-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	9,720.00	11,558.00	377.00	123.00	79.00
01-100-5092	PROFESSIONAL SERVICES	21,722.00	17,215.00	235.00	0.00	68.79
01-100-5093	PROF SERVICE-FINANCE	92,880.00	63,972.00	12,995.00	6,376.00	60.18
01-100-5095	PROF SERVICES-BPZ-MISC	78,048.00	81,264.00	6,311.10	6,083.95	40.38
01-100-5096	PROF SERVICES-PLANNING	35,000.00	30,950.00	1,295.00	3,836.50	44.09
01-100-5098	PROF SERVICES-HISTORIC PRESERV	4,500.00	3,000.00	0.00	0.00	0.00
01-100-5099	PROF SERVICES-ECON DEVELOPMENT	500.00	22,500.00	0.00	0.00	3.09
01-100-5100	PROFESSIONAL SERVICES-IT	46,854.00	48,518.00	3,184.28	3,441.33	35.47
01-100-5177	REPAIR/MAINT COMPUTER EQUIP	250.00	0.00	0.00	0.00	0.00
01-100-5178	REPAIR/MAINT VEHICLE & EQUIP	150.00	0.00	0.00	0.00	0.00
01-100-6024	OFFICE SUPPLIES	2,500.00	2,500.00	43.80	0.00	46.37
01-100-6025	OTHER SUPPLIES	500.00	550.00	0.00	0.00	52.70
01-100-7003	RECRUITMENT & TRAINING	1,250.00	1,500.00	0.00	577.00	288.27
01-100-7005	MISCELLANEOUS EXPENSE	1,500.00	2,200.00	124.00	0.00	34.49
01-100-7006	MEETINGS & CONFERENCES	5,135.00	3,860.00	59.96	237.11	37.80
01-100-7030	VILLAGE EVENTS	3,000.00	3,000.00	0.00	0.00	5.00
01-100-7395	FUNDS TRANSFER OUT	500,000.00	0.00	0.00	0.00	0.00
01-100-8003	SOFTWARE	17,353.00	23,000.00	132.75	0.00	10.95
01-100-8004	COMPUTER EQUIPMENT	3,500.00	0.00	650.00	0.00	100.00
01-200-5001	MAINTENANCE OF OFFICE EQUIP	2,000.00	1,205.00	287.51	0.00	26.97
01-200-5004	INSURANCE-GENERAL LIABILITY	116,547.00	117,672.00	0.00	0.00	76.91
01-200-5005	INSURANCE-WORKERS COMP	17,345.00	17,583.00	0.00	0.00	76.91
01-200-5024	VILLAGE ATTORNEY-BASE	67,000.00	64,100.00	2,925.75	3,551.50	31.89
01-200-5025	VILLAGE PROSECUTOR	4,025.00	4,800.00	455.00	350.00	36.46
01-200-5027	VILL ATTORNEY-COMP PLAN & COMM	0.00	8,000.00	1,617.00	122.50	91.26
01-200-5028	VILL ATTORNEY ZONING/ZBA	10,000.00	10,000.00	3,027.00	2,418.00	27.66
01-200-5029	VILL ATTORNEY-SUBDIVISIONS	0.00	10,000.00	0.00	0.00	0.00
01-200-5044	INTERNET SERVICES	1,800.00	2,511.00	118.64	209.16	41.65
01-300-4010	MAINTENANCE SALARIES	14,666.00	14,867.00	1,281.84	613.90	42.20
01-300-4011	OVERTIME	600.00	1,000.00	11.79	237.25	36.66
01-300-4019	MERIT-VACATION BUY BACK	0.00	150.00	0.00	0.00	0.00
01-300-4028	EMPLOYEE BENEFITS-MEDICAL	3,568.00	4,163.00	305.39	322.92	32.15
01-300-4029	EMPLOYEE BENEFITS-DENTAL	262.00	268.00	19.38	19.43	32.13
01-300-4031	FICA & MEDICARE EMPLOYER	1,122.00	1,214.00	95.45	63.08	39.60
01-300-4032	IMRF-EMPLOYER	1,053.00	240.00	92.87	12.85	38.89
01-300-5046	OUTSIDE MAINT-TRAIN STATION	4,200.00	4,000.00	234.32	119.88	45.60
01-300-5047	OUTSIDE MAINT SERVICES-PW	5,600.00	7,000.00	1,500.00	300.00	115.94
01-300-5048	OUTSIDE MAINT SERVICE-VIL HALL	16,500.00	16,750.00	2,265.00	0.00	35.31
01-300-6023	JANITORIAL SUPPLIES	1,800.00	1,600.00	103.76	0.00	65.39
01-300-6024	BLDG REPAIRS-TRAIN STATION	500.00	500.00	0.00	0.00	0.00
01-300-6025	BLDG REPAIRS-VILLAGE HALL	5,500.00	7,000.00	205.61	0.00	12.95
01-300-6026	BLDG REPAIRS-PUBLIC WORKS	1,500.00	6,000.00	0.00	0.00	90.40
01-300-6027	MAINT & CONSTRUCTION SUPPLIES	2,000.00	2,000.00	278.39	0.00	15.13

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 06/30/2023

% Fiscal Year Completed: 49.59

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 06/30/2022	YTD BALANCE 06/30/2023	% BDGT USED
		2022 AMENDED BUDGET	2023 AMENDED BUDGET			
Fund 01 - GENERAL FUND						
01-300-6028	HEATING, ELECT & WATER UTIL	3,000.00	3,000.00	0.00	732.71	24.42
01-400-4010	REGULAR SALARIES	187,064.00	200,880.00	17,042.49	8,342.59	42.84
01-400-4011	OVER TIME SALARIES	6,700.00	10,000.00	122.71	2,467.46	38.13
01-400-4019	MERIT-VACATION BUY BACK	0.00	1,560.00	0.00	0.00	0.00
01-400-4028	EMPLOYEE BENEFITS-MEDICAL	37,110.00	43,292.00	3,368.14	3,583.47	34.33
01-400-4029	EMPLOYEE BENEFITS-DENTAL	2,723.00	2,791.00	213.49	215.62	34.02
01-400-4030	EMPLOYEE BENEFITS-LIFE	371.00	374.00	24.65	0.00	125.32
01-400-4031	FICA & MEDICARE EMPLOYER	13,634.00	14,639.00	1,270.27	802.69	44.79
01-400-4032	IMRF EMPLOYER	12,796.00	3,184.00	1,232.52	163.22	40.36
01-400-4033	UNEMPLOYMENT EMPLOYER	350.00	195.00	79.46	0.00	141.09
01-400-5041	TELEPHONE	900.00	900.00	56.10	58.50	39.17
01-400-5042	CELLULAR PHONE SERVICE	1,500.00	2,220.00	181.49	138.50	31.93
01-400-5048	OUTSIDE MAINTENANCE SERVICE	31,000.00	32,000.00	3,998.35	2,268.00	21.59
01-400-5091	DUES, MEMBERSHIP & SUBSCRIPTION	660.00	600.00	0.00	25.00	1,186.25
01-400-5093	PROF SERVICE-FINANCE	2,042.00	2,144.00	0.00	0.00	19.52
01-400-5178	REPAIR/MAINT VEHICLES & EQUIP	15,500.00	10,000.00	29.53	458.50	23.40
01-400-5184	SIGNS-TRAFFIC & STREETS	1,250.00	1,500.00	0.00	0.00	28.38
01-400-5346	EQUIPMENT RENTAL	4,000.00	4,000.00	0.00	0.00	5.70
01-400-6024	OFFICE SUPPLIES	300.00	300.00	133.39	0.00	0.00
01-400-6025	OTHER SUPPLIES	1,000.00	1,000.00	238.05	309.60	112.41
01-400-6027	MAINT & CONSTRUCTION SUPPLIES	9,000.00	15,000.00	381.10	1,226.40	49.20
01-400-6028	HEATING, ELECT & WATER UTIL	1,500.00	0.00	0.00	0.00	100.00
01-400-6029	UNIFORMS	2,300.00	3,000.00	333.42	147.54	56.29
01-400-6036	SAFETY EQUIPMENT	500.00	500.00	46.00	0.00	55.42
01-400-6038	SNOW REMOVAL SUPPLIES	25,000.00	30,000.00	3,931.68	0.00	72.17
01-400-7002	FUEL	17,000.00	12,000.00	1,302.38	1,083.17	31.81
01-400-7003	RECRUITMENT & TRAINING	1,000.00	700.00	0.00	0.00	105.43
01-400-7005	MISCELLANEOUS EXPENSE	0.00	500.00	316.93	348.00	69.60
01-400-8002	MACHINERY & EQUIPMENT	750.00	500.00	0.00	0.00	37.06
01-400-8003	COMPUTER SOFTWARE	1,500.00	2,194.00	0.00	0.00	0.00
01-500-4010	REGULAR SALARIES	29,966.00	34,423.00	2,488.15	1,318.29	41.73
01-500-4019	MERIT-VACATION BUY BACK	0.00	3,000.00	0.00	0.00	16.67
01-500-4028	EMPLOYEE BENEFITS-MEDICAL	3,722.00	3,796.00	572.99	607.31	76.36
01-500-4029	EMPLOYEE BENEFITS-DENTAL	238.00	334.00	22.22	22.52	31.06
01-500-4031	FICA & MEDICARE EMPLOYER	2,294.00	2,633.00	186.28	98.81	42.33
01-500-4032	IMRF EMPLOYER	2,152.00	520.00	178.66	19.92	43.17
01-500-5093	PROF SERVICE-FINANCE	2,042.00	2,144.00	0.00	0.00	19.52
01-500-5663	WASTE DUMPING CHARGE	42,000.00	55,040.00	0.00	0.00	51.38
01-500-5664	LEAF PICKUP	12,500.00	12,500.00	0.00	12,500.00	100.00
01-600-5091	DUES & SUBSCRIPTIONS	575.00	575.00	0.00	0.00	387.39
01-600-5092	PROFESSIONAL SERVICES	2,400.00	5,200.00	561.88	658.75	36.89
01-600-5766	WINTER TREE TRIMMING	14,000.00	14,000.00	0.00	0.00	100.00
01-600-5767	TREE REMOVAL & TRIMMING	32,000.00	30,000.00	1,750.00	2,280.00	63.18
01-600-5768	TREE PLANTING PROGRAM	16,000.00	10,000.00	0.00	0.00	15.20
01-600-6027	MAINT & CONSTRUCTION SUPPLIES	1,000.00	1,000.00	259.99	0.00	0.00
01-700-4010	REGULAR SALARIES	14,666.00	14,867.00	1,281.91	613.99	42.20
01-700-4011	OVERTIME SALARIES	500.00	500.00	11.80	237.26	73.33
01-700-4019	MERIT-VACATION BUY BACK	500.00	150.00	0.00	0.00	0.00
01-700-4028	EMPLOYEE BENEFITS-MEDICAL	3,568.00	4,163.00	305.39	322.92	32.15
01-700-4029	EMPLOYEE BENEFITS-DENTAL	262.00	268.00	19.37	19.41	32.11
01-700-4031	FICA & MEDICARE EMPLOYER	1,160.00	1,176.00	95.46	63.12	40.89
01-700-4032	IMRF EMPLOYER	1,089.00	232.00	92.87	12.85	40.24
01-700-5048	OUTSIDE MAINTENANCE SERVICE	4,500.00	5,700.00	1,990.00	0.00	23.16
01-700-5178	REPAIR/MAINT VEHICLES & EQUIP	2,000.00	1,950.00	0.00	0.00	0.00
01-700-5346	EQUIPMENT RENTAL	1,000.00	500.00	0.00	0.00	0.00

PERIOD ENDING 06/30/2023

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MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 06/30/2022	YTD BALANCE 06/30/2023	% BDGT USED		
		2022 AMENDED BUDGET	2023 AMENDED BUDGET					
Fund 01 - GENERAL FUND								
01-700-6025	OTHER SUPPLIES	4,000.00	3,000.00	43.42	147.60	642.70	706.23	23.54
01-700-6028	HEATING, ELECT & WATER UTIL	7,500.00	8,200.00	470.77	957.89	3,882.75	4,783.25	58.33
01-700-7002	FUEL	500.00	800.00	76.07	63.26	292.64	222.95	27.87
01-700-8015	CABLING, POSTS & LANTERNS	2,000.00	3,000.00	458.00	1,574.72	1,132.08	2,449.61	81.65
01-800-3402	BEACH FEES	43,000.00	47,000.00	17,585.00	12,110.00	44,625.00	38,220.00	81.32
01-800-3989	OTHER INCOME	0.00	0.00	355.00	25.00	940.00	560.00	100.00
01-800-4021	PART TIME SALARIES	32,000.00	35,500.00	7,702.00	6,507.00	7,702.00	6,507.00	18.33
01-800-4031	FICA & MEDICARE EMPLOYER	2,695.00	2,216.00	589.21	497.78	589.21	497.78	22.46
01-800-4033	UNEMPLOYMENT EMPLOYER	325.00	257.00	73.79	0.00	471.81	362.59	141.09
01-800-5036	PRINTING & PUBLISHING	726.00	750.00	0.00	0.00	733.00	733.00	97.73
01-800-5041	TELEPHONE	795.00	820.00	61.17	63.54	432.09	1,882.76	229.60
01-800-5051	MISCELLANEOUS SERVICES	653.00	0.00	0.00	0.00	0.00	0.00	0.00
01-800-5054	LABORATORY SERVICES	1,200.00	890.00	0.00	0.00	0.00	0.00	0.00
01-800-5091	DUES, MEMBERSHIPS & SUBSCRIPT	0.00	0.00	0.00	0.00	0.00	2,227.50	100.00
01-800-5346	EQUIPMENT RENTAL	500.00	500.00	0.00	0.00	0.00	1,267.00	253.40
01-800-6025	OTHER SUPPLIES	1,547.00	1,500.00	807.44	202.86	1,251.56	596.72	39.78
01-800-7003	RECRUITMENT & TRAINING	179.00	570.00	0.00	0.00	525.00	0.00	0.00
01-800-8002	MACHINERY & EQUIPMENT	750.00	0.00	0.00	1,386.50	0.00	1,386.50	100.00
01-800-8007	FACILITY IMPROVE & ALTERATIONS	4,200.00	6,100.00	5,021.33	106.35	5,021.33	371.18	6.08
01-900-4010	REGULAR SALARIES	870,650.00	912,498.00	82,327.72	43,084.28	409,816.33	377,059.67	41.32
01-900-4011	OVERTIME SALARIES	65,000.00	45,000.00	4,913.18	4,827.10	27,653.39	32,687.59	72.64
01-900-4019	MERIT-VACATION BUY BACK	12,733.00	5,000.00	0.00	0.00	2,700.00	3,200.00	64.00
01-900-4021	PART TIME SALARIES	106,801.00	135,594.00	7,175.97	13,438.08	39,547.01	83,019.33	61.23
01-900-4023	AUTO ALLOWANCE	4,800.00	4,800.00	400.00	200.00	2,400.00	1,200.00	25.00
01-900-4028	EMPLOYEE BENEFITS-MEDICAL	197,192.00	201,003.00	16,572.92	16,582.50	80,464.07	76,622.31	38.12
01-900-4029	EMPLOYEE BENEFITS-DENTAL	12,477.00	11,719.00	983.23	907.06	4,762.87	4,155.81	35.46
01-900-4030	EMPLOYEE BENEFITS-LIFE	1,092.00	1,174.00	130.99	0.00	786.69	1,079.04	91.91
01-900-4031	FICA & MEDICARE EMPLOYER	30,718.00	40,444.00	2,566.74	2,260.10	13,685.62	17,946.42	44.37
01-900-4032	IMRF EMPLOYER	3,644.00	791.00	347.27	47.64	1,779.41	359.36	45.43
01-900-4033	UNEMPLOYMENT EMPLOYER	1,494.00	1,693.00	321.71	0.00	2,057.10	2,388.60	141.09
01-900-4050	TRANSFER OF LEVY FUNDS-POLPEN	780,000.00	800,000.00	8,171.57	0.00	436,058.48	525,847.18	65.73
01-900-4051	TRANS TO POLPEN-EXTRA	50,000.00	100,000.00	0.00	0.00	0.00	0.00	0.00
01-900-5001	MAINT OF OFFICE EQUIPMENT	100.00	100.00	0.00	0.00	0.00	0.00	0.00
01-900-5036	PRINTING AND PUBLISHING	1,000.00	800.00	0.00	0.00	75.14	0.00	0.00
01-900-5041	TELEPHONE	2,100.00	2,100.00	172.30	0.00	993.57	802.69	38.22
01-900-5042	CELLULAR PHONE SERVICE	3,600.00	3,816.00	289.71	242.68	1,137.14	1,584.48	41.52
01-900-5048	OUTSIDE MAINTENANCE SERVICES	1,100.00	1,650.00	0.00	0.00	445.00	890.00	53.94
01-900-5053	CRIMINAL JUSTICE CONNECTIVITY	3,800.00	4,200.00	0.00	0.00	2,136.20	2,136.18	50.86
01-900-5054	RADIO SYSTEM AIR TIME	5,800.00	5,800.00	460.00	460.00	2,760.00	2,760.00	47.59
01-900-5071	POSTAGE	200.00	200.00	0.00	0.00	4.53	47.99	24.00
01-900-5091	DUES, MEMBERSHIPS & SUBSCRIPT	9,655.00	25,939.00	190.96	210.06	8,091.34	16,169.63	62.34
01-900-5093	MUNICIPAL PARTNERSHIPS	22,467.00	25,539.00	5,600.00	0.00	19,393.00	14,953.56	58.55
01-900-5095	PROFESSIONAL SERVICES-DISPATCH	199,830.00	208,500.00	0.00	0.00	101,776.00	106,112.00	50.89
01-900-5177	REPAIR/MAINT COMPUTER EQUIP	500.00	500.00	0.00	0.00	0.00	0.00	0.00
01-900-5178	REPAIR/MAINT VEHICLES & EQUIP	6,500.00	10,000.00	0.00	(1,892.29)	3,532.56	4,923.60	49.24
01-900-6024	OFFICE SUPPLIES	2,200.00	2,200.00	0.00	0.00	0.00	528.80	24.04
01-900-6025	OTHER SUPPLIES	6,800.00	6,525.00	53.95	81.81	483.35	2,408.68	36.91
01-900-6029	UNIFORMS-PERSON PROTECT EQUIP	7,700.00	9,000.00	323.50	153.90	4,180.90	3,643.76	40.49
01-900-7002	FUEL	11,000.00	17,000.00	2,069.11	1,348.61	6,592.65	5,095.31	29.97
01-900-7003	RECRUITMENT & TRAINING	8,938.00	11,000.00	881.70	775.38	3,559.42	7,935.82	72.14
01-900-7004	COMMUNITY SERVICE	3,000.00	3,500.00	768.55	0.00	795.50	180.81	5.17
01-900-7005	MISCELLANEOUS EXPENSE	3,700.00	750.00	0.00	0.00	1,181.47	484.74	64.63
01-900-7006	MEETINGS & CONFERENCES	400.00	400.00	62.00	0.00	62.00	600.78	150.20
01-900-7103	DUI FUND EXPENSES	0.00	8,500.00	0.00	0.00	0.00	0.00	0.00
01-900-8001	OFFICE FURNITURE	500.00	500.00	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 06/30/2023

% Fiscal Year Completed: 49.59

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	2022		2023		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH	06/30/22	06/30/23	06/30/2022	06/30/2023	USED
Fund 01 - GENERAL FUND										
01-900-8002	MACHINERY & EQUIPMENT	500.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-900-8003	SOFTWARE	1,350.00	1,350.00	1,600.00	31.86	1,600.00	127.44	9.44		
01-900-8004	COMPUTER EQUIPMENT	8,000.00	0.00	0.00	0.00	0.00	304.38	100.00		
01-950-4010	REGULAR SALARIES	14,306.00	14,959.00	1,153.45	500.01	6,785.51	5,775.13	38.61		
01-950-4028	EMPLOYEE BENEFITS-MEDICAL	2,705.00	2,759.00	228.36	(16.65)	1,110.98	164.40	5.96		
01-950-4029	EMPLOYEE BENEFITS-DENTAL	171.00	162.00	14.35	14.53	69.61	71.68	44.25		
01-950-4031	MEDICARE	207.00	217.00	16.22	6.30	98.91	250.12	115.26		
01-950-5051	MISCELLANEOUS SERVICES	1,350.00	1,600.00	158.74	163.50	834.42	1,123.68	70.23		
01-950-5156	FIRE PROTECTION	531,069.00	456,070.00	0.00	0.00	265,534.66	228,031.16	50.00		
01-950-8002	FOREIGN FIRE EXPENSES	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00		
Fund 01 - GENERAL FUND:										
TOTAL REVENUES		5,195,019.00	5,010,598.00	215,745.89	54,571.66	2,851,612.77	3,036,609.49	60.60		
TOTAL EXPENDITURES		5,131,693.00	4,939,603.00	268,521.60	182,555.03	2,254,937.49	2,317,679.45	46.92		
NET OF REVENUES & EXPENDITURES		63,326.00	70,995.00	(52,775.71)	(127,983.37)	596,675.28	718,930.04	1,012.65		

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REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	2022		2023		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	AMENDED BUDGET	AMENDED BUDGET	MONTH 06/30/22	MONTH 06/30/23	06/30/2022	06/30/2023	USED
Fund 02 - SEWER SERVICE FUND										
02-100-3430	SEWER CHARGES	102,000.00	101,500.00			4,269.20	25.23	33,863.22	31,053.95	30.60
02-100-3701	INTEREST INCOME	300.00	20,000.00			174.72	0.00	425.49	3,881.80	19.41
02-100-3989	OTHER INCOME	208.00	150.00			0.00	0.00	100.00	0.00	0.00
02-100-4010	REGULAR SALARIES	38,132.00	38,263.00			3,333.19	1,596.29	17,085.15	16,310.87	42.63
02-100-4011	OVERTIME SALARIES	0.00	1,000.00			30.67	616.88	784.62	953.17	95.32
02-100-4019	MERIT-VACATION BUY BACK	390.00	390.00			0.00	0.00	0.00	0.00	0.00
02-100-4028	EMPLOYEE BENEFITS-MEDICAL	9,278.00	10,823.00			786.89	839.59	2,788.06	3,442.97	31.81
02-100-4029	EMPLOYEE BENEFITS-DENTAL	574.00	597.00			50.35	50.47	247.59	223.76	37.48
02-100-4030	EMPLOYEE BENEFITS-LIFE	48.00	49.00			0.00	0.00	0.00	0.00	0.00
02-100-4031	FICA & MEDICARE-EMPLOYER	2,917.00	2,957.00			248.26	164.07	1,357.21	1,250.00	42.27
02-100-4032	IMRF-EMPLOYER	2,738.00	584.00			241.51	33.43	1,326.93	242.66	41.55
02-100-4033	UNEMPLOYMENT-EMPLOYER	45.00	49.00			10.22	0.00	65.33	69.13	141.08
02-100-5048	OUTSIDE MAINTENANCE SERVICES	18,000.00	8,000.00			0.00	4,000.00	1,258.40	6,600.00	82.50
02-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	0.00	0.00			0.00	0.00	0.00	2,227.50	100.00
02-100-5178	REPAIR/MAINT VEHICLES & EQUIP	1,500.00	0.00			0.00	0.00	0.00	0.00	0.00
02-100-5322	ENGINEERING	0.00	0.00			0.00	3,000.00	0.00	3,000.00	100.00
02-100-6025	OTHER SUPPLIES	0.00	100.00			0.00	0.00	34.72	0.00	0.00
02-100-6027	MAINT & CONSTRUCTION SUPPLIES	1,050.00	2,400.00			95.88	2,396.30	233.88	2,420.72	100.86
02-100-7050	PERMIT FEE	1,000.00	1,000.00			0.00	0.00	0.00	0.00	0.00
02-100-8003	SOFTWARE	4,000.00	3,200.00			0.00	0.00	0.00	0.00	0.00
02-100-8012	SEWER REPAIRS	3,000.00	10,000.00			626.11	1,263.78	9,526.11	1,263.78	12.64
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Fund 02 - SEWER SERVICE FUND:										
TOTAL REVENUES		102,508.00	121,650.00			4,443.92	25.23	34,388.71	34,935.75	28.72
TOTAL EXPENDITURES		82,672.00	79,412.00			5,423.08	13,960.81	34,708.00	38,004.56	47.86
NET OF REVENUES & EXPENDITURES		19,836.00	42,238.00			(979.16)	(13,935.58)	(319.29)	(3,068.81)	7.27

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 06/30/2023

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MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	2022		2023		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BGDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH	06/30/22	06/30/23	06/30/2022	06/30/2023	USED
Fund 06 - MFT FUND										
06-100-3701	INTEREST INCOME	7,500.00	5,000.00	399.58	0.00	972.43	8,753.05	175.06		
06-100-3801	MFT ALLOTMENTS	149,035.00	100,800.00	8,458.76	0.00	76,654.55	33,552.17	33.29		
06-100-5322	ENGINEERING SERVICES	0.00	30,000.00	0.00	0.00	0.00	18,058.86	60.20		
06-100-8007	ROAD PROJECTS	0.00	216,998.00	0.00	290,000.00	0.00	290,000.00	133.64		
Fund 06 - MFT FUND:										
TOTAL REVENUES		156,535.00	105,800.00	8,858.34	0.00	77,626.98	42,305.22	39.99		
TOTAL EXPENDITURES		0.00	246,998.00	0.00	290,000.00	0.00	308,058.86	124.72		
NET OF REVENUES & EXPENDITURES		156,535.00	(141,198.00)	8,858.34	(290,000.00)	77,626.98	(265,753.64)	188.21		

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

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REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	2022		2023		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH	06/30/22	06/30/23	06/30/2022	06/30/2023	USED
Fund 14 - TAX INCREMENT FINANCING										
14-100-3001	CURRENT TAX LEVY	128,000.00	140,000.00	49.24	0.00	70,326.50	69,844.73	49.89		
14-100-3701	INTEREST INCOME	1,850.00	2,000.00	146.56	0.00	337.93	3,173.45	158.67		
14-100-5024	VILLAGE ATTORNEY-BASE	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00		
14-100-5071	POSTAGE	0.00	350.00	0.00	0.00	0.00	0.00	0.00		
14-100-5092	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	4,500.00	100.00		
14-100-5096	PROF SERVICES-PLANNING	7,000.00	10,000.00	0.00	0.00	0.00	0.00	0.00		
14-100-5322	ENGINEERING SERVICES	0.00	45,000.00	0.00	0.00	0.00	0.00	0.00		
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Fund 14 - TAX INCREMENT FINANCING:										
TOTAL REVENUES		129,850.00	142,000.00	195.80	0.00	70,664.43	73,018.18	51.42		
TOTAL EXPENDITURES		7,000.00	56,350.00	0.00	0.00	0.00	4,500.00	7.99		
NET OF REVENUES & EXPENDITURES		122,850.00	85,650.00	195.80	0.00	70,664.43	68,518.18	80.00		

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 06/30/2023

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MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	2022		2023		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH	06/30/22	06/30/23	06/30/2022	06/30/2023	USED
Fund 23 - KW 2023 CAPTIAL PROJECTS FUND										
23-100-3100	BOND PROCEEDS	7,990,000.00	0.00	0.00	0.00	7,702,549.22	0.00	0.00		
23-100-3701	INTEREST INCOME	1,500.00	5,000.00	4,088.27	0.00	7,900.16	20,928.81	418.58		
23-100-3989	OTHER INCOME	0.00	0.00	0.00	0.00	0.00	2,426.00	100.00		
23-100-5036	PRINTING & PUBLISHING	2,500.00	0.00	0.00	0.00	1,049.30	150.00	100.00		
23-100-5071	POSTAGE	200.00	0.00	0.00	0.00	0.00	0.00	0.00		
23-100-7005	MISCELLANEOUS EXPENSE	2,168.00	0.00	439.00	1,302.00	634.00	3,088.00	100.00		
23-200-5024	LEGAL FEES KW2023	0.00	0.00	0.00	0.00	672.00	0.00	0.00		
23-400-5322	ENGINEERING SERV-STREETS	87,000.00	0.00	0.00	1,071.85	0.00	1,071.85	100.00		
23-400-8008	ROAD PROJECTS	1,300,000.00	0.00	45,453.13	0.00	45,936.11	0.00	0.00		
23-935-5092	PROFESSIONAL SERVICES	0.00	8,000.00	0.00	0.00	2,441.00	0.00	0.00		
23-935-5322	ENGINEERING-WATER	235,000.00	0.00	11,348.46	4,927.79	25,414.46	25,375.99	100.00		
23-935-8008	ROAD PROJECTS	3,375,000.00	20,000.00	814,004.72	17,961.19	814,004.72	475,880.68	2,379.40		
23-992-5322	ENGINEERING SERV-SEWER	130,000.00	0.00	21,075.71	1,714.96	21,075.71	1,714.96	100.00		
23-992-7005	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	750.00	0.00	0.00		
23-992-8013	SEWER LINING PROGRAM	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00		
23-992-8014	STORM SEWER IMPROVEMENTS	2,540,000.00	0.00	405,538.75	0.00	405,538.75	0.00	0.00		
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Fund 23 - KW 2023 CAPTIAL PROJECTS FUND:										
TOTAL REVENUES		7,991,500.00	5,000.00	4,088.27	0.00	7,710,449.38	23,354.81	467.10		
TOTAL EXPENDITURES		7,671,868.00	128,000.00	1,297,859.77	26,977.79	1,317,516.05	507,281.48	396.31		
NET OF REVENUES & EXPENDITURES		319,632.00	(123,000.00)	(1,293,771.50)	(26,977.79)	6,392,933.33	(483,926.67)	393.44		

PERIOD ENDING 06/30/2023

% Fiscal Year Completed: 49.59

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		ACTIVITY FOR		YTD BALANCE 06/30/2022	YTD BALANCE 06/30/2023	% BDGT USED
		2022 AMENDED BUDGET	2023 AMENDED BUDGET	MONTH 06/30/22	MONTH 06/30/23			
Fund 27 - ANNUAL REFUNDING BOND								
27-100-3100	BOND PROCEEDS	599,000.00	375,000.00	0.00	0.00	0.00	0.00	0.00
27-100-3602	FEDERAL GRANTS	168,200.00	0.00	0.00	0.00	0.00	0.00	0.00
27-100-3701	INTEREST	21,500.00	7,000.00	971.46	0.00	2,377.15	22,800.38	325.72
27-100-3989	OTHER INCOME	0.00	0.00	0.00	0.00	0.00	60,416.03	100.00
27-100-5029	ADMINISTRATIVE BOND EXPENSES	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00
27-100-7301	BOND PRINCIPAL PAYMENT	415,000.00	0.00	0.00	0.00	0.00	0.00	0.00
27-100-7311	BOND INTEREST	182,000.00	0.00	0.00	0.00	0.00	0.00	0.00
27-100-8001	OFFICE FURNITURE	0.00	3,500.00	0.00	0.00	0.00	0.00	0.00
27-100-8002	MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	4,995.00	100.00
27-100-8003	SOFTWARE	27,800.00	15,000.00	0.00	0.00	0.00	12,160.00	81.07
27-100-8004	COMPUTER EQUIPMENT	15,600.00	7,100.00	0.00	0.00	10,459.99	1,751.89	24.67
27-300-5048	OUTSIDE MAINTENANCE	6,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00
27-300-8007	BLG IMPROVEMENTS & ALTERATIONS	10,000.00	25,400.00	0.00	0.00	0.00	720.50	2.84
27-400-5184	STREET SIGNS	500.00	0.00	0.00	0.00	0.00	0.00	0.00
27-400-5322	ENGINEERING SERV.-PUBLIC WORKS	700.00	0.00	20,305.30	0.00	20,305.30	0.00	0.00
27-400-8002	EQUIPMENT-STREET DEPT	500.00	0.00	0.00	0.00	0.00	0.00	0.00
27-400-8005	PUBLIC WORKS VEHICLES	65,000.00	0.00	0.00	0.00	59,990.00	0.00	0.00
27-400-8006	STREET & SIDEWALK IMPROVEMENT	75,000.00	27,500.00	0.00	11,691.65	68,300.10	14,299.37	52.00
27-400-8007	SIDEWALK 50/50 PROGRAM	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00
27-400-8008	ROAD PROJECTS	0.00	50,000.00	64.75	459.62	64.75	459.62	0.92
27-700-8015	CABLING, POSTS, LANTERNS	6,000.00	15,450.00	0.00	2,915.00	0.00	4,775.00	30.91
27-900-5178	POLICE VEHICLE EQUIPMENT	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00
27-900-8002	MACHINERY & EQUIPMENT	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00
27-900-8005	POLICE VEHICLES	0.00	45,110.00	0.00	0.00	0.00	43,818.00	97.14
27-935-5092	PROFESSIONAL SERVICES	0.00	90,000.00	0.00	18,470.00	0.00	47,307.85	52.56
27-992-5092	PROFESSIONAL SERVICES-SEWER	(9,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
27-992-5322	ENGINEERING SERVICES-SEWER	9,250.00	0.00	489.00	0.00	489.00	0.00	0.00
27-992-8012	SEWER REPAIRS	110,000.00	25,000.00	0.00	0.00	99,999.15	0.00	0.00
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Fund 27 - ANNUAL REFUNDING BOND:								
TOTAL REVENUES		788,700.00	382,000.00	971.46	0.00	2,377.15	83,216.41	21.78
TOTAL EXPENDITURES		946,350.00	343,560.00	20,859.05	33,536.27	259,608.29	130,287.23	37.92
NET OF REVENUES & EXPENDITURES		(157,650.00)	38,440.00	(19,887.59)	(33,536.27)	(257,231.14)	(47,070.82)	122.45

PERIOD ENDING 06/30/2023  
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MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND  
REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 06/30/2022	YTD BALANCE 06/30/2023	% BDGT USED
		2022 AMENDED BUDGET	2023 AMENDED BUDGET			
Fund 35 - WATER FUND						
35-100-3420	MAINTENANCE FEE	0.00	3,600.00	0.00	900.00	25.00
35-100-3432	WATER SERVICE-METERED	763,000.00	745,000.00	31,160.84	680.60	31.63
35-100-3435	WATER IMPROVEMENT CHARGE	285,000.00	270,000.00	20,880.01	217.01	42.01
35-100-3701	INTEREST INCOME	6,500.00	6,000.00	466.02	0.00	72.96
35-100-3902	SALE OF WATER METERS	3,500.00	3,500.00	600.00	600.00	17.14
35-100-3903	BACKFLOW TESTING REBATE	850.00	850.00	264.00	261.00	38.12
35-100-3904	OTHER INCOME	1,200.00	800.00	0.00	0.00	10.63
35-100-4010	REGULAR SALARIES	154,091.00	175,814.00	13,866.85	7,018.10	42.21
35-100-4011	OVER TIME SALARIES	2,000.00	2,000.00	58.97	1,186.27	91.65
35-100-4019	MERIT-VACATION BUY BACK	11,000.00	8,250.00	0.00	0.00	15.15
35-100-4028	EMPLOYEE BENEFITS-MEDICAL	28,030.00	31,206.00	2,587.85	2,765.97	38.55
35-100-4029	EMPLOYEE BENEFITS-DENTAL	1,966.00	2,232.00	163.60	164.69	33.22
35-100-4030	EMPLOYEE BENEFITS-LIFE	206.00	212.00	9.77	0.00	25.60
35-100-4031	FICA & MEDICARE EMPLOYER	12,477.00	13,603.00	1,035.54	611.26	41.97
35-100-4032	IMRF EMPLOYER	11,710.00	2,685.00	999.88	123.89	42.18
35-100-4033	UNEMPLOYMENT EMPLOYER	171.00	215.00	38.82	0.00	141.09
35-100-5022	JULIE FEES	0.00	732.00	0.00	0.00	187.15
35-100-5036	PRINTING & PUBLISHING	750.00	775.00	0.00	0.00	104.73
35-100-5041	TELEPHONE	750.00	780.00	61.18	63.56	49.09
35-100-5042	CELLULAR TELEPHONE SERVICE	1,250.00	846.00	70.18	70.22	83.01
35-100-5044	INTERNET SERVICE	0.00	630.00	0.00	0.00	0.00
35-100-5048	OUTSIDE MAINTENANCE SERVICE	7,028.00	5,916.00	0.00	300.00	69.30
35-100-5049	EQUIPMENT MAINTENANCE	500.00	500.00	0.00	0.00	0.00
35-100-5051	MISCELLANEOUS SERVICES	900.00	615.00	0.00	0.00	0.00
35-100-5054	LABORATORY SERVICES	1,600.00	1,708.00	117.50	0.00	43.91
35-100-5071	POSTAGE	700.00	700.00	0.00	0.00	0.00
35-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	100.00	1,008.00	0.00	0.00	662.95
35-100-5092	PROFESSIONAL SERVICES	6,126.00	9,210.00	2,061.75	600.00	141.62
35-100-5093	PROF SERVICE-FINANCE	20,415.00	21,436.00	0.00	0.00	19.53
35-100-5100	PROFESSIONAL SERVICES-IT	10,000.00	10,554.00	606.53	655.48	31.06
35-100-5177	REPAIR/MAINT COMPUTER EQUIP	0.00	3,500.00	0.00	0.00	0.00
35-100-5178	REPAIR/MAINT VEHICLES & EQUIP	2,000.00	2,500.00	0.00	0.00	0.00
35-100-5322	ENGINEERING	6,000.00	0.00	0.00	0.00	0.00
35-100-5400	PURCHASE OF POTABLE WATER	203,000.00	237,718.00	0.00	25,101.09	33.61
35-100-6025	OTHER SUPPLIES	100.00	450.00	4.48	0.00	0.00
35-100-6027	MAINT & CONSTRUCTION SUPPLIES	1,500.00	1,500.00	0.00	0.00	15.34
35-100-6028	HEATING, ELECT & WATER UTIL	16,100.00	15,034.00	616.37	77.91	42.24
35-100-6029	UNIFORMS	500.00	500.00	0.00	0.00	0.00
35-100-6033	METER SUPPLIES	10,000.00	8,300.00	356.88	0.00	25.02
35-100-6034	VALVE MAINTENANCE	4,000.00	500.00	0.00	0.00	0.00
35-100-6036	SAFETY EQUIPMENT	500.00	500.00	0.00	0.00	0.00
35-100-6037	TOOLS	500.00	500.00	0.00	0.00	0.00
35-100-7002	FUEL	2,500.00	2,600.00	476.80	396.55	53.75
35-100-7003	RECRUITMENT & TRAINING	3,800.00	2,500.00	0.00	0.00	0.00
35-100-7301	BOND PRINCIPAL PAYMENT	205,000.00	215,000.00	0.00	0.00	0.00
35-100-7311	BOND INTEREST	63,300.00	57,150.00	(31,650.00)	0.00	0.00
35-100-7350	PAYING AGENT FEES	500.00	750.00	0.00	0.00	0.00
35-100-8002	MACHINERY & EQUIPMENT	2,000.00	2,000.00	0.00	0.00	0.00
35-100-8003	SOFTWARE	46,907.00	9,600.00	0.00	0.00	38.75
35-100-8004	COMPUTER EQUIPMENT	19,000.00	500.00	0.00	0.00	0.00
35-100-8007	BULDING & GROUNDS	17,000.00	4,800.00	21.59	0.00	0.00
35-100-8008	CAPITAL OUTLAY	140,500.00	59,990.00	0.00	0.00	0.00
35-100-8009	WATER MAIN REPAIRS	45,000.00	45,000.00	1,117.20	3,951.70	12.77

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH  
 PERIOD ENDING 06/30/2023  
 % Fiscal Year Completed: 49.59  
 MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND  
 REVENUES AND EXPENSES BOOKED AS OF 06/16/23

GL NUMBER	DESCRIPTION	2022		2023		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	AMENDED BUDGET	AMENDED BUDGET	MONTH 06/30/22	MONTH 06/30/23	06/30/2022	06/30/2023	USED
Fund 35 - WATER FUND										
Fund 35 - WATER FUND:										
TOTAL REVENUES		1,060,050.00	1,029,750.00			53,370.87	1,758.61	385,615.58	355,340.73	34.51
TOTAL EXPENDITURES		1,061,477.00	962,519.00			(7,378.26)	43,086.69	267,280.06	232,007.31	24.10
NET OF REVENUES & EXPENDITURES		(1,427.00)	67,231.00			60,749.13	(41,328.08)	118,335.52	123,333.42	183.45
TOTAL REVENUES - ALL FUNDS		15,424,162.00	6,796,798.00			287,674.55	56,355.50	11,132,735.00	3,648,780.59	53.68
TOTAL EXPENDITURES - ALL FUNDS		14,901,060.00	6,756,442.00			1,585,285.24	590,116.59	4,134,049.89	3,537,818.89	52.36
NET OF REVENUES & EXPENDITURES		523,102.00	40,356.00			(1,297,610.69)	(533,761.09)	6,998,685.11	110,961.70	274.96

# Monthly Report

**REPORT DATE:** June 12, 2023  
**TO:** Trustee Tim Ransford  
**FROM:** Chief Bryan Carlson  
**SUBJECT:** Activity Report for May 2023

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**Activity Summary:**

The Police Department handled **1197 Calls for Service** in the month of May.  
**1 Part I offense** was reported last month (Theft \$500 and Under).  
**1 Part II offense** was reported last month (Identity Theft).

Additional Police activity is listed below:

16	Aided Outside Police Agencies
8	Animal Complaints
8	Burglar Alarms
17	Citizen Assist
126	Extra Watches
19	Fire & Ambulance Calls
2	Found Property
1	Motorist Assist
6	Non-Injury Traffic Crashes
17	Open Doors (Buildings & Vehicles)
522	Premise Checks
11	Suspicious Circumstances
97	Traffic Details
69	Vacation Watches

Kenilworth Traffic, Parking, Ordinance Enforcement:

1	Traffic Tickets
0	Traffic Warning Tickets
24	Traffic Verbal Warnings
0	Traffic Compliance Tickets
24	Parking Warning Tickets
6	Parking Tickets with Fines
1	Local Ordinance Tickets

**Gas Powered Leaf Blower Ordinance**

Gas powered leaf blowers are banned in Kenilworth between May 15 and September 30 (Nuisance Ordinance 135.02(D)(23)d). The Kenilworth Police Department educated the residents of the Ordinance via email on April 28. KPD will also be sending follow-up emails to the companies found in violation and distributing bi-lingual flyers to crews in Kenilworth. In early May we will be writing tickets for violations. Each company will receive a warning ticket for the first violation. Additionally, a follow-up letter will be sent to the company with a copy of the ticket. Each subsequent violation will be cited with a fine. Officers will have a list while on patrol with the landscape companies and the number of violations cited to date. **Two verbal warnings were issued this month.**

### **Events in May Involving the Police Department**

**Coffee with a Cop** took place on the morning of Wednesday, May 10. The Police Department enjoys conducting this community outreach event at the Kenilworth Train Station. The event has become a popular and well received community policing activity. We run the event at least twice per year.

**Kenilworth Memorial Day Jog** occurred on May 21 at 11:00 a.m. The Police Department assisted with pre-planning and the safe movement of the jog through the community on the day of the event.

**Kenilworth Memorial Day Parade** occurred on Sunday, May 21 at 2:00 p.m. The Police Department assisted with the pre-planning, coordination of the line-up, safe movement of the parade and the Kenilworth Ave. road closures for the safety of participants of the ceremony on the day of the event.

**The Police Department's 23rd annual Open House** occurred on Sunday, May 21, from 2:45 to 4:45 p.m. following the Kenilworth Memorial Day Parade and Ceremony. Each year the Open House provides an excellent opportunity for the community to visit and view the police facility, get acquainted with our personnel and learn about the services available to the community.

**Sears School Bicycle Safety Program** occurred on Friday May 26 for the 2<sup>nd</sup> graders. All bikes were given a safety inspection and registered with the Village. The 2<sup>nd</sup> graders were given a safety talk and run through a safety riding course.

### **Personnel**

- *Full-Time & Part-Time Police Officer Recruitment:* The positions have been advertised and applications are being received. Interviews have been conducted along with other pre-employment screenings. Two new full-time police officer candidates have been identified. One has been extended a full-time offer and will be starting full-time mid June 2023. This officer will fill the vacancy from Chief David Miller retiring and Chief Bryan Carlson being promoted to Chief from the Sergeant position. Another full-time candidate will be extended a full-time offer if all pre-employment items are met. A tentative start date would be August 2023. This officer will fill the vacancy created when Sgt Bill Burns retires in July 2023.

### **Public Safety Email Alerts for the Month:**

05/17/2023: Memorial Day 2023

05/08/2023: Coffee with a Cop

Village of



## Department of Public Works

### Activity Report

**To:** President Kaz, Village Trustees and Village Manager

**From:** Donald Leicht, Public Work Superintendent

**Date:** June 15, 2023

The following information provides an overview of the activity in the department since the May 15<sup>th</sup> Village Board meeting.

#### Sewers and Streets

- Performed 47 JULIE locate requests
- Performed porous street inspection
- Troubleshoot and repaired four street lights
- Replaced bulbs on crosswalk signal
- Installed a "Do Not Enter" sign
- Installed paver aprons at two locations
- Laid 30 yards of peat moss along curbs on Abbotsford Rd, Cumnor Rd, and Park Dr, and added seed and fertilizer
- Watered landscaped areas and trees every other day
- Top dressed Roger Ave and Green Bay Rd grass area
- Repaired a broken catch basin
- Poured three yards of concrete
- Laid seven tons of asphalt
- Trimmed trees around stop signs
- Moved the speed display sign to Sheridan Rd
- Pulled 500' of electrical wire to repair streetlights
- Hung US flag over the fountain
- Installed US flags on light poles
- Cleaned fountain and cleared away debris
- Watered bushes at Water Tower Park

#### Water – Distribution

- PRV, Booster Station, Water Tower and Water Plant inspection
- Monthly bacteria IEPA water sample
- Troubleshoot and repaired seven MTU's

- Inspected catch basins throughout the village looking for a possible leak

#### Buildings/Structures

- Cleaned/disinfected vehicles weekly
- Cleaned and sanitized Public Works building weekly
- Assisted Park District in prepping bird bath at Mahoney Park for liner
- Prepped beach for opening day by planting flowers, clearing debris, grading the beach, cleaning restrooms, painting benches and trip edges, repairing plumbing, and clearing debris from the observation deck
- Cleared brush at Water Tower Park, re-paved stone walkway, and landscaped area with sod

#### Administration

- Input invoices and created purchase orders
- Attended monthly GIS meeting
- Obtained pricing for new material hauling company
- Prepped for landscaping Water Tower Park by ordering material
- Met with contractor to repair beach elevator
- Met with school contractor regarding sidewalk work
- Attended meeting with Park District to develop plan to repair bird bath at Mahoney west
- Attended monthly staff project meeting
- Met with resident at three locations to discuss permits
- Reviewed two permits