



Village of Winnetka

Village Council Regular Meeting

November 19, 2024 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. December 3, 2024 Regular Meeting
 - b. December 10, 2024 Study Session
 - c. December 17, 2024 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Establishment of Consent Agenda**
- 7. Approval of Consent Agenda**
 - a. Approval of Warrant List Dated October 19, 2024 - November 14, 2024
 - b. Approval of Village Council Meeting Schedule for 2025
- 8. Ordinances and Resolutions**
 - a. Public Hearing - FY 2025 Village Budget
 - i. Resolution No. R-83-2024: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025 (Public Hearing & Introduction)
 - ii. Resolution No. R-84-2024: Establishing Rates and Fees Related to Utility Services (Introduction)
 - iii. Resolution No. R-85-2024: Amending General, Building, and Miscellaneous Service Fees (Introduction)
 - b. Property Tax Levy and Abatement Ordinances
 - i. Ordinance No. M-14-2024: Levying Taxes for the Year 2024 (Introduction)
 - ii. Ordinance No. M-15-2024: Abating the Tax Heretofore Levied for the Year 2024 to Pay the Principal of and Interest on Taxable General

NOTICE

Village Council meetings are video recorded. All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor). The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

Obligation Refunding Bonds, Series 2020, of the Village of Winnetka,
Cook County, Illinois (Introduction)

- c. Resolution No. R-79-2024: Approving a Lease Agreement with Hofherr Meat Depot for a Portion of 754 Elm Street (Adoption)

- 9. **Old Business**
- 10. **New Business**
- 11. **Appointments**
- 12. **Closed Session**
- 13. **Adjournment**



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated October 19, 2024 - November 14, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: November 19, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated October 19, 2024 - November 14, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated October 19, 2024 - November 14, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Approval of Village Council Meeting Schedule for 2025

PRESENTER: Kristin Kazenas

AGENDA DATE: November 19, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Section 2.04.020(A) of the Village Code requires that the Village Council "shall hold its regular meetings on the first and third Tuesday of each month at (7:00 PM), or as otherwise set forth in the annual meetings notice posted pursuant to the Illinois Open Meetings Act." For Study Sessions, the established practice is for the Council to meet for that purpose as a Committee of the Whole at 7:00 PM on the second Tuesday of each month. The Open Meetings Act requires an annual meeting notice be posted at the beginning of each year.

EXECUTIVE SUMMARY:

The proposed 2025 Village public meeting schedule is attached; additional special meetings may be convened as needed.

2025 Village Council Regular Meetings

January 7	April 3 *	July 1	October 7
January 21	April 15	July 15	October 21
February 4	May 6	August 5	November 4
February 18	May 20	August 19	November 18
March 4	June 3	September 2	December 2
March 18	June 17	September 16	December 16

* Rescheduled due to the Consolidated Election.

2025 Village Council Study Sessions

January 14	April 8	July 8	October 14
February 11	May 13	August 12 **	November 11
March 11	June 10	September 9	December 9

** Traditionally canceled, but held if necessary.

RECOMMENDATION:

Consider approving the 2025 Village regular meeting schedule for publication.

ATTACHMENTS:

1. 2025 Annual Meetings Notice

**VILLAGE OF WINNETKA
OPEN MEETINGS ACT NOTICE
SCHEDULE OF REGULAR MEETINGS FOR 2025**

Pursuant to the provisions of the Illinois Open Meetings Act, notice is hereby given of the Schedule of Regular Meetings of the various public bodies of the Village of Winnetka for the year 2025.

The following boards and commissions meet in the Council Chambers of the Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois, at 7:00 p.m., on the dates shown, except as otherwise indicated:

Village Council – Regular Meeting	1 st and 3 rd Tuesday of each month *Except below
Village Council – Study Sessions	2 nd Tuesday of each month
Plan Commission	4 th Wednesday of each month, except: 4 th Thursday in September 3 rd Wednesday in November and December
Zoning Board of Appeals	2 nd Monday of each month
Design Review Board/Sign Board of Appeals	3 rd Thursday of each month
Environmental & Forestry Commission	2 nd Wednesday of each month
Historic Preservation Commission	1 st Monday of each month, except: 3 rd Monday in September
Board of Fire and Police Commissioners	3 rd Thursday of April and October at 5:00 p.m., Village Hall conference room
Planned Development Commission	3 rd Wednesday of each month, except: 3 rd Monday in November and December

¹ The Regular Village Council meeting scheduled on April 1 will be held on April 3 due to the Consolidated Election.

The **Police Pension Fund** board meets at the Police Department, 410 Green Bay Road, on the 4th Thursday of January, April, July and October at 8:30 AM

The following boards and commissions meet at the Winnetka Fire Department, 428 Green Bay Road, at the dates and times indicated:

Firefighters Pension Fund Board	2 nd Wednesday of February, May, August and November; at 3:00 PM
Foreign Fire Insurance Board	3 rd Monday of January, March, May, July, September, and November at 7:30 AM

Agendas: Agendas can be found on the Village of Winnetka website, villageofwinnetka.org, or at Village Hall on the first floor public bulletin board.

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Agenda Item Executive Summary

TITLE: Resolution No. R-83-2024: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025 (Public Hearing & Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 19, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget meeting on November 1 to review the proposed fiscal year 2025 budget. The proposed FY2025 budget is available on our website at <https://www.villageofwinnetka.org/> and is on file at Village Hall and the Library. The Resolution adopting the budget is distributed one meeting prior to adoption so the public has an opportunity to review the materials.

EXECUTIVE SUMMARY:

A Public Hearing on the budget was advertised in the November 7, 2024 edition of the Chicago Tribune for November 19, 2024 at 7:00 p.m. The budget will result in an approximately 5.42% increase in costs for municipal services for a typical homeowner consisting of a: 2.95% increase in property taxes (\$85 annual cost increase on a \$25,000 total property tax bill); 10.00% increase in water charges (\$118 annual cost increase on a \$1,181 annual bill); 7.25% increase in residential electric charges (\$225 annual cost increase on a \$3,146 annual bill); 3.5% increase in residential refuse service (\$16 annual cost increase on a \$454 annual bill) and a 4.95% increase in the sanitary sewer charge (\$23 annual cost increase on a \$463 annual bill). The Village will consider adoption of this Resolution at the December 3, 2024 Council Meeting.

RECOMMENDATION:

- Conduct a public hearing on the 2025 Village of Winnetka Budget.
- Consider the introduction of Resolution No. R-83-2024, a Resolution Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025.

ATTACHMENTS:

1. Resolution No. R-83-2024: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025

RESOLUTION NO. R-83-2024

**A RESOLUTION
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2025
AND ENDING DECEMBER 31, 2025**

WHEREAS, the corporate authorities of the Village of Winnetka (“Village Council”) have previously adopted Sections 8-2-9.1 through 8-2-9.10 of the Illinois Municipal Code, establishing the office of budget officer and authorizing the adoption of the annual budget in lieu of an annual appropriation ordinance; and

WHEREAS, on November 1, 2024, the Village Council placed the proposed, tentative annual budget for the fiscal year beginning January 1, 2025, and ending December 31, 2025, on file at the office of the Village Manager, at the Winnetka Public Library, and on the Village of Winnetka web site (www.villageofwinnetka.org), and has made the proposed, tentative annual budget available for public inspection since that date; and

WHEREAS, on November 19, 2024, pursuant to notice published on Thursday, November 7, 2024, in the Chicago Tribune, a newspaper published and in general circulation in the Village of Winnetka, the Village Council held a public hearing on the proposed tentative annual budget; and

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village Council finds that establishing an annual budget for the Village, including estimating revenues and recommending expenditures, is a matter pertaining to the affairs of the Village.

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

SECTION 1: The Annual Budget for the Village of Winnetka, which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein, is hereby adopted as the Annual Budget for the Village of Winnetka for the Fiscal Year beginning January 1, 2025 and ending December 31, 2025.

SECTION 2: The adoption of the foregoing annual budget shall be in lieu of the appropriation ordinance required in Section 8-2-9 of the Illinois Municipal Code.

SECTION 3: **Home Rule.** This Resolution is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 4: **Effective Date.** This resolution shall be in full force and effect immediately upon its adoption.

November 19, 2024

R-83-2024

ADOPTED this 19th day of November, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 19, 2024

Adopted: _____

NOTE:

EXHIBIT A IS THE COMPLETE BUDGET DOCUMENT, WHICH, DUE TO ITS SIZE, CANNOT BE REPRODUCED IN FULL IN THESE AGENDA MATERIALS.

THE COMPLETE BUDGET DOCUMENT CAN BE FOUND IN THE FISCAL TRANSPARENCY SECTION OF THE VILLAGE'S WEBSITE WHICH IS LINKED DIRECTLY BELOW:

<https://www.villageofwinnetka.org/277/Fiscal-Transparency>

THE COMPLETE BUDGET ALSO REMAINS AVAILABLE FOR INSPECTION IN THE VILLAGE MANAGER'S OFFICE AND AT THE WINNETKA PUBLIC LIBRARY. THE COMPLETE, FINAL BUDGET WILL BE APPROPRIATELY LABELED AND WILL BE ATTACHED TO AND MAINTAINED WITH THE ORIGINAL BUDGET RESOLUTION FOLLOWING ITS ADOPTION.



Agenda Item Executive Summary

TITLE: Resolution No. R-84-2024: Establishing Rates and Fees Related to Utility Services (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 19, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on November 1, 2024 to review the proposed fiscal year 2025 budget. The Village Council sets utility fees annually by resolution during the budget approval process.

EXECUTIVE SUMMARY:

Because of the projected capital needs of the electric, water, and refuse utilities, rate adjustments for each are proposed and incorporated in the FY 2025 budget. Water rates derived from the Water Rate Study conducted in 2016-2017 along with an additional 1.5% to fund lead service line replacements are implemented in the proposed rate resolution. Incorporated, unincorporated, and special service customers will see a rate increase of 10.00% in changes to the volumetric rate (cu.ft.). The Northfield wholesale rate is set by contract and is subject to rate adjustments outside the budget process. Electric rates include an 7.5% average increase across all customer types. Rate adjustments are comprised of changes to the volumetric (kWh) rate and the customer charge. The proposed rate adjustments are to offset an increase in the cost of purchased power charged to Winnetka by the Illinois Municipal Electric Agency (IMEA) and also to provide funding for necessary capital improvements. Residential refuse rates are increasing by 3.5% for all customers, while commercial refuse fees will see a rate increase of 5%. Refuse increases are largely driven by the increased costs charged by the Village's contracted recycling provider. Sanitary service charges are increasing 4.95% primarily due to planned capital spending over the next 5 years. Stormwater sewer fees remain unchanged. The Village will consider adoption of this Resolution at the December 3, 2024 Council Meeting.

RECOMMENDATION:

Consider introduction of Resolution No. R-84-2024, a Resolution Establishing Rates and Fees Related to Utility Services.

ATTACHMENTS:

1. Resolution No. R-84-2024: Establishing Rates and Fees Related to Utility Services

RESOLUTION NO. R-84-2024

A RESOLUTION ESTABLISHING RATES AND FEES

RELATED TO UTILITY SERVICES

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village of Winnetka (“Village”) owns, operates, and provides the following services in the Village (collectively, “*Utility Services*”): (i) a water utility that provides water service; (ii) an electric utility that provides electric service; (iii) a public sewer system; (iv) a municipal waste system that provides for the collection, transportation and disposal of refuse and yard waste; and (v) a public stormwater utility to provide stormwater management services; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to charge fees for Utility Services; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: FEES FOR WATER.

A. **Water Rates.** Each customer using water furnished by the Village of Winnetka Water and Electric Department shall be charged for such service in accordance with the following Schedules of Volumetric Water Rates and Water Customer Charges, as provided in Section 13.04.040 of the Winnetka Village Code:

[Remainder of this page intentionally left blank.]

SCHEDULE OF VOLUMETRIC WATER RATES

<u>Type of Customer</u>	<u>Rate</u>
Service within corporate limits	\$63.18 per 1,000 cubic feet, as metered
Service outside of corporate limits	\$113.09 per 1,000 cubic feet, as metered
Service to Village of Northfield:	Rate established by agreement approved by resolution of the Village Council
Wholesale Rate	Rate equal to "Service to Village of Northfield" rate
Special Service	\$47.36 per 1,000 cubic feet, as metered

SCHEDULE OF WATER CUSTOMER CHARGES

<u>Type of Customer (Meter Size)</u>	<u>Monthly Service Charge</u>
Less than or equal to One Inch (1")	\$ 13.57
One and One Half Inches (1.5")	\$ 19.61
Two Inches (2")	\$ 27.88
Three Inches (3")	\$ 88.820
Four Inches (4")	\$ 111.39
Six Inches (6")	\$ 164.07
Eight Inches (8")	\$ 224.21

B. Disconnection/Reconnection Fees. The following fees shall be charged and collected for service calls to either disconnect or reconnect service as the result of nonpayment, as provided in Section 13.04.060 of the Winnetka Village Code:

SERVICE DISCONNECTION OR RECONNECTION FEE

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$100.00 per service dispatch
All other times (evenings, nights, weekends and holidays)	\$448.00 per service dispatch

C. Water Service Tap Fees. The following fees shall be charged for the installation of water connections, as provided in Section 13.04.100 of the Winnetka Village Code:

WATER SERVICE TAP FEES

<u>Water Tap Size</u>	<u>Water Main Size</u>	<u>Fee</u>	<u>Service Included in Fee</u>
			Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	8" or less	\$1,950	
			Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	10" – 12"	\$2,350	
			Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	16" – 20"	\$3,250	
2"	8" or less	\$2,050	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	10" – 12"	\$2,450	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	16" – 20"	\$3,350	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
4"	4"	\$2,600	Making tap, tapping sleeve and valve, and inspection
4"	6"	\$3,000	Making tap, tapping sleeve and valve, and inspection
6"	6"	\$3,500	Making tap, tapping sleeve and valve, and inspection
4"	8"	\$3,600	Making tap, tapping sleeve and valve, and inspection
6"	8"	\$4,200	Making tap, tapping sleeve and valve, and inspection
8"	8"	\$4,750	Making tap, tapping sleeve and valve, and inspection
4"	10"	\$4,800	Making tap, tapping sleeve and valve, and inspection
6"	10"	\$4,900	Making tap, tapping sleeve and valve, and inspection
8"	10"	\$5,300	Making tap, tapping sleeve and valve, and inspection
4"	12"	\$4,800	Making tap, tapping sleeve and valve, and inspection
6"	12"	\$4,900	Making tap, tapping sleeve and valve, and inspection
8"	12"	\$5,325	Making tap, tapping sleeve and valve, and inspection

For all taps 4" and larger, valve vaults meeting Water and Electric Department specifications must be furnished by the customer's plumber, at the customer's cost. Other

size taps may be made only with the consent of the Water and Electric Department, at the customer's cost.

D. Water Meter Fees. The following fees shall be charged for the water meters provided by the Village, as provided in Sections 13.04.030 and 13.04.100 of the Winnetka Village Code:

WATER METER FEES

<u>Meter Size</u>	<u>Cost</u>
5/8"	\$550
3/4"	\$600
1"	\$725
1 1/2"	\$950
2"	\$1,100

Spreader and valves on both sides of meter must be installed by the customer's plumber, at the customer's cost. Other sizes of meters may be required or permitted, as determined by the Water and Electric Department, based on the characteristics of the proposed service. Such other installations shall require the written approval of the Water and Electric Department and the entire cost of the purchase and installation shall be borne by the customer.

E. Replacement of Touchpad Fees. The following fees shall be charged for replacement of removed touchpads and replacement of the touchpad wiring:

Replacement of Touchpad	\$150.00
Replacement of Touchpad Wiring	\$450.00

F. Temporary Water Service Fees. Pursuant to Section 13.04.150 of the Winnetka Village Code, temporary water service provided during building construction shall be billed at the rate applicable to the use specified in the building permit.

G. Construction Temporary Water Service Fees. Bulk water provided from the fire hydrant located at the Village's Public Works Facility for construction projects will be billed at the unincorporated water rate. The minimum daily charge will be \$50. At the discretion of the Water and Electric Director, the water rate can be waived for contractors performing Village work.

SECTION 3: FEES FOR ELECTRICITY.

A. Definitions. As used in this Section 3, the following terms, phrases and words and their derivations shall have the meanings given in this section, unless the context or use clearly indicates another or different meaning is intended:

Customer Charge: A fixed charge based on the type of service rather than the amount of electricity used.

Demand Charge: A charge based on the rate at which electric energy is delivered, expressed in kilowatts (kW), averaged over a 30-minute period.

Energy Charge: A volume based charge for energy used.

Load Factor: The ratio of energy used to the maximum energy consumption for a given monthly peak demand.

On-peak Demand: A peak demand that occurs between the hours of 3:00 p.m. and 9:00 p.m.

Off-peak Demand: A peak demand that occurs between after 9:00 p.m. and before 3:00 p.m.

Primary Lines: High voltage power lines

Secondary Lines: Low voltage power lines that extend from the high voltage Primary Lines and distribute electricity to individual property lines.

Service Lines: The power lines that extend from the Secondary Lines to the individual meter connections located on each parcel of property that receives electric service.

B. Season Rates. Separate summer and winter rates shall be established for demand charges and energy charges. Pursuant to Section 13.08.150 of the Winnetka Village Code, summer rates shall be in effect for each of the four consecutive months with ending metered dates on or after June 1 of each year.

C. Electric Rates. Each customer using electricity furnished by the Village of Winnetka Water and Electric Department shall be charged for such service in accordance with the following schedule of electric rates, as provided in Section 13.08.040 of the Winnetka Village Code:

1. Customer Charge: Each customer shall be charged a monthly customer charge according to the schedule below:

SCHEDULE OF ELECTRIC CUSTOMER CHARGES

<u>Type of Customer (Rate Code)</u>	<u>Monthly Service Charge</u>	
Rate 1: Residential	\$22.54 Single Phase	\$31.14 Three Phase
Rate 2: Space Heating	\$26.45 Single Phase	\$34.42 Three Phase
Rate 3: Commercial	\$42.27 Single Phase	\$50.24 Three Phase
Rate 4: School and Government (<1000kW)	\$67.13 Single Phase	\$76.34 Three Phase
Rate 4: School and Government (>1000kW)	\$147.43 Single Phase	\$155.33 Three Phase
Rate 6: Water Heating	\$12.44 Single Phase	\$20.73 Three Phase
Rate 7: Large Residential	\$22.54 Single Phase	\$31.14 Three Phase
Rate 8: Street Lights	\$0.00 Single Phase	\$0.00 Three Phase

2. Energy and Demand Charges: In addition to the Customer Charge, each customer shall pay energy and demand charges at the rates set forth in the following Schedule of Energy and Demand Charges:

SCHEDULE OF ENERGY AND DEMAND CHARGES

Rate 1 - Residential: (Section 13.08.080 of the Winnetka Village Code)

Energy Charge

Summer Rate	\$0.1789 per kWh
Winter Rate	\$0.1678 per kWh

Rate 2 - Space Heating Customers: (Section 13.08.090 of the Winnetka Village Code)

Energy Charge

Summer Rate	\$0.1766 per kWh
Winter Rate	
First 750 kWh	\$0.1606 per kWh
All over 750 kWh	\$0.1092 per kWh

Rate 3 - Commercial: (Section 13.08.100 of the Winnetka Village Code)

Demand Charge

Summer Rate	
First 50 kW	\$0.00 per kW
All over 50 kW	\$21.62 per kW
Winter Rate	
First 50 kW	\$0.00 per kW
All over 50 kW	\$19.81 per kW

Energy Charge

Summer Rate	
First 15,000 kWh	\$0.1756 per kWh

All over 15,000 kWH	\$0.1275 per kWH
Winter Rate	
First 15,000 kWH	\$0.1596 per kWH
All over 15,000 kWH	\$0.1275 per kWH

Rate 4 - School and Government: (Section 13.08.110 of the Winnetka Village Code)

(a) With an annual peak demand of up to 1,000 kW:

Demand Charge	
Summer Rate	\$19.89 per kW
Winter Rate	\$17.24 per kW
Energy Charge	
Summer Rate	
First 100,000 kWH	\$0.10802 per kWH
Over 100,000 kWH	\$0.09333 per kWH
Winter Rate	
First 100,000 kWH	\$0.09827 per kWH
Over 100,000 kWH	\$0.09333 per kWH

(b) With an annual peak demand exceeding 1,000 kW:

Demand Charge	
Summer Rate	
On Peak	\$20.83 per kW
Off Peak	\$14.32 per kW in excess of On Peak Demand
Winter Rate	
On Peak	\$18.60 per kW
Off Peak	\$14.32 per kW in excess of On Peak Demand
Energy Charge	
Summer Rate	
First 100,000 kWH	\$0.10828 per kWH
Over 100,000 kWH	\$0.09355 per kWH
Winter Rate	
First 100,000 kWH	\$0.09850 per kWH
Over 100,000 kWH	\$0.09355 per kWH
Load Factor Credit	(\$0.005) per kWH for kWH in excess of 50% based upon the on peak demand

Rate 6 - Water Heating: (Section 13.08.120 of the Winnetka Village Code)

Energy Charge	
Summer Rate	\$0.1775 per kWH
Winter Rate	\$0.1775 per kWH

Rate 7 - Large Residential: (Section 13.08.130 of the Winnetka Village Code)

Demand Charge	
Summer Rate	\$18.55 per kW
Winter Rate	\$16.41 per kW
Energy Charge	
Summer Rate	\$0.1330 per kWh
Winter Rate	\$0.1218 per kWh

Rate 8 - Street Lights: (Section 13.08.140 of the Winnetka Village Code)

Energy Charge	
Summer Rate	\$0.1713 per kWh
Winter Rate	\$0.1713 per kWh

D. Wholesale Power Purchase Cost Adjustment.

1. Wholesale Power Purchase Cost Adjustment formula: The electric system's cost of purchasing power shall be estimated at least once per year. Pursuant to Section 13.08.160 of the Winnetka Village Code, the Wholesale Power Purchase Cost Adjustment shall be calculated as the difference between the estimated annual cost per kWh of purchasing power and the 12 month rolling average cost of power calculated bimonthly. If the actual 12 month rolling average cost of power calculated bimonthly on a per kWh basis exceeds the estimated cost, the shortage shall be recovered by billing all customers at the same amount per kWh in the next bimonthly cycle. If the estimated annual cost per kWh of purchasing power exceeds the actual 12 month rolling average cost of power calculated bimonthly on a per kWh basis, the excess shall be credited to all customers at the same amount per kWh in the next bimonthly cycle.

E. Renewable Energy Production Credit.

1. Terms:
 - a. Eligible Customer. A customer of the Village's Electric Utility who satisfies all of the requirements of Section 13.08.260 of the Winnetka Village Code.
 - b. Renewable Energy Production Credit, or REPC, means the actual credit as calculated pursuant to the formula in subsection 2, below.

- c. Renewable Energy, or RE, means the amount of energy, measured in kWh, delivered to the Village by an Eligible Customer.
- d. Summer Residential Energy Cost, or SREC, means the energy charge during the defined summer months utilizing the residential rate category (section 13.08.080 of the Winnetka Village Code).
- e. Wholesale Purchase Power Cost, or WPPC, means the allocation on a per kilowatt hour basis of the total annual cost of purchasing power shown in the annual budget line item for “Purchased Power.”

2. Calculation of REPC:

Summer Rate REPC = (RE x SREC)

Winter Rate REPC = (RE x WPPC)

- 3. REPC Carry-forward: If the REPC exceeds the cost of the power and energy billed to the Eligible Customer by the Village in a billing period, the excess REPC will be carried forward from one billing period to the next, except that no amount shall be carried forward past the end of the calendar year and that any amount of energy in kWh reflected in carry-forward credits remaining at the end of the calendar year shall be deemed to have been provided to the Village at no charge.
- 4. No Refunds or Transfers: No Eligible Customer whose electric service is terminated shall be entitled to a refund of any REPC balance, regardless of the reason for the termination of service. Nor shall any Eligible Customer be entitled to transfer any REPC balance to a succeeding customer upon the termination of the Eligible Customer’s electrical service, regardless of the reason for the termination of service. Upon the termination of an Eligible Customer’s electric service, the Eligible Customer’s account shall be closed and any amount of kWh reflected in any REPC balance in existence at the time the account is closed will be deemed to have been provided to the Village, at no charge.

F. Municipally Owned Electric Vehicle Charging Station (for public use). The energy charge for municipally owned electric vehicle charging station (for public use) shall be according to the following schedule:

Weekdays, 4:00 P.M. to 7:00 P.M.	\$0.40 per kWh.
All days, all other times	\$0.20 per kWh

G. Undergrounding Surcharge. Pursuant to Section 13.08.240 of the Winnetka Village Code, the following surcharges are hereby established for the undergrounding of transmission and distribution lines:

RATE U - UNDERGROUNDING SURCHARGE

1. **Surcharge:** Except as provided in subsection (c), each customer located in a Project Area within which the Primary Lines and Secondary Lines are placed underground pursuant to Section 13.08.230 of the Winnetka Village Code shall be subject to an undergrounding surcharge. The surcharge shall be charged monthly until the Applicable Project Cost, plus interest on the unpaid balance at a rate of 7% per annum, is fully paid. The surcharge shall not be charged for more than 60 consecutive months. The surcharge amount shall be as follows:

Surcharge UA Monthly surcharge of \$100 if Applicable Project Cost equals \$5,000 or less.

Surcharge UB Monthly surcharge of \$150 if Applicable Project Cost is greater than \$5,000 but does not exceed \$7,500.

Surcharge UC Monthly surcharge of \$200 if Applicable Project Cost is greater than \$7,500 but does not exceed \$10,000.

Surcharge UD Monthly surcharge of \$250 if Applicable Project Cost is greater than \$10,000 but does not exceed \$12,500.

2. **Definitions:** The following definitions shall be used in determining the undergrounding surcharge:

Project Area: The service area covered by a petition for undergrounding, as determined by the Director of Water and Electric, and shall include the Primary Lines, Secondary Lines and Service Lines within that service area.

Project Costs: All direct costs of undergrounding the Primary Lines and Secondary Lines in the Project Area ("Cost 1"). For customers with overhead Service Lines, the direct costs of undergrounding overhead Service Lines in the Project Area ("Cost 2") shall be included in the Project Costs in addition to Cost 1. Direct costs shall include, but not be limited to, labor, materials, recording of easements and the cost of relocating all related electric utility facilities and equipment, such as pad mount transformers and switch gear.

Project Cost_{UG}: The Project Cost per customer with underground Service Lines, which shall be determined by dividing Cost 1 by the number of customers in the Project Area.

Project Cost_{OH}: The Project Cost per customer with overhead electric service, which shall be determined by dividing Cost 2 by the number

of customers in the Project Area with overhead electric service and adding the resulting amount to Project Cost_{UG} .

Applicable Project Cost: The Project Costs as allocated to the individual customers in the Project Area. The Applicable Project Cost for each customer with underground Service Lines shall be Project Cost_{UG}. The Applicable Project Cost for each customer with overhead Service Lines shall be Project Cost_{OH}.

3. **Exceptions to Surcharge:** The undergrounding surcharge shall not be charged to any customer in the Project Area who pays the Applicable Project Costs in full before the project begins.

G. **Disconnection or Reconnection Fee.** The following fees shall be charged and collected for service calls to disconnect or reconnect service as the result of nonpayment, as provided in Section 13.08.060 of the Winnetka Village Code:

SERVICE DISCONNECTION OR RECONNECTION FEE

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$100.00 per service dispatch
All other times (Evenings, nights, weekends and holidays)	\$448.00 per service dispatch

H. **Replacement Touchpad.** The following fees shall be charged for replacement of removed touchpads and replacement of the touchpad wiring:

Replacement of Touchpad	\$150.00
Replacement of Touchpad Wiring	\$450.00

I. **Removal and Reinstallation of Overhead Service Connection.** The following fee shall be charged and collected for costs to disconnect, remove and reconnect an overhead service conductor for construction activities:

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$450.00
All other times (Evenings, nights, weekends and holidays)	\$1,200.00

J. **Cost of Adding, Upgrading and Underground Electric Services.** The costs of installing new electric service, upgrading electric service to increase capacity and converting overhead service to underground service shall be allocated as follows:

Installation and Ownership of Facilities: All existing facilities and equipment, and all facilities and equipment related to new service, upgraded service and underground conversions, up to the meter, shall be owned, operated and maintained by the Village of Winnetka Water and Electric Department. The meter pedestal or meter enclosure shall be provided by the customer, at the customer's expense, and shall be owned and maintained by the customer.

The Water and Electric Department shall install all new electrical service lines, all meters, all service upgrades and all conversions of overhead service to underground service, regardless of the party initiating the conversion, except that the Water and Electric Department shall not perform any work on the customer's side of the meter.

New Service or Increased Load: The following fees shall be charged for installing new or larger electric services:

Installation of a 200 Amp service (Includes conduits for communication conductors)	\$13,200
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Installation of a 400 Amp service (Includes conduits for communication conductors)	\$26,000
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Installation of three phase service

The costs of providing three phase electric service, including the cost of any necessary relocation, replacement or extension of the primary, secondary lines and transformers to which the service line is connected, shall be paid for by the customer requesting the new or increased three phase service.

If a primary or secondary line must be relocated, replaced or extended in order to install a new service or to increase the load capacity of an existing service, any customer who connects to such primary or secondary line within five years after the its installation may be required to pay that customer's pro rata share of such costs. The Village Manager, in the exercise of his discretion, may enter into a written agreement with the initial requesting customer and establish terms for the payment of such costs, which may include a recapture provision that provides for the Village to refund such pro rata costs, less administrative costs in the amount of 10% of the recaptured amount, to the initial requesting customer.

Service Lines – Scheduled Conversion to Underground Service: A customer may choose either to maintain overhead service or to convert his service line from overhead service to underground service in conjunction with the Water and Electric Department's planned conversion undergrounding of the primary and secondary lines to which the customer's service line is connected. If the customer elects to maintain overhead service, the Water and Electric Department will install, at no additional cost to the customer, a new pole as close to the service connection as the Department deems possible, placing the service line underground to the pole, installing a service riser to the top of the pole, and connecting an overhead line to the existing service connection.

If the customer elects to place the service line underground, the Water and Electric Department will do so, at no additional cost to the customer, provided the customer purchases the meter enclosure or meter pedestal and makes, at the customer's expense, all alterations necessary to relocate the meter and building service so as to connect to the underground service line in the location specified by the Water and Electric Department.

Underground Service – Customer Requested Conversion: All costs of converting overhead electrical service to underground electrical service, including the cost of any necessary relocation of the primary and secondary lines to which the service line is connected, shall be paid by the customer if it is requested by the customer and the conversion is not done as part of the Water and Electric Department's undergrounding program. If the customer is increasing the size of the service entrance equipment, the customer shall be charged in accordance with rates for New Service or Increased Load for the service connection work. Existing rear lot residential services will be relocated to the front of the building and the service connection shall be at a location specified by the Water & Electric Department. As part of the conversion, an electric meter located within the structure shall be relocated to the outside.

K. Temporary Electric Service. Pursuant to Section 13.08.210 of the Winnetka Village Code, temporary electric service provided during building construction shall be billed at the rate applicable to the use specified in the building permit.

SECTION 4: SANITARY SEWER FEES.

A. Sewer Service Volumetric Rates. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, at the rate of \$19.81 per 1,000 cubic feet of water supplied to those premises.

B. Sewer Service Customer Charge. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, a customer charge of \$2.00 per month.

C. Fee for Returned Payment. A fee of \$30.00 shall be charged for any payment that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 5: REFUSE FEES.

A. Definitions. All terms defined in Section 8.16.010 of Chapter 8.16 of the Winnetka Village Code, "Garbage and Refuse," shall have the same meaning when used in this Section 5.

B. Commercial Refuse Service Fees. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following monthly fees are hereby established for commercial refuse service, including apartments in commercial buildings:

SCHEDULE OF MONTHLY COMMERCIAL REFUSE SERVICE FEES

<i>Container Volume per Pick-up</i>	Number of Pickups Per Week						
	1	2	3	4	5	6	7
1 Cu.Yd.	\$57.25	\$103.58	\$141.75	\$186.73	\$222.16	\$264.42	\$310.76
1.5 Cu.Yd.	\$72.24	\$126.76	\$189.45	\$245.33	\$305.31	\$361.19	\$418.43
2 Cu.Yd.	\$84.38	\$158.11	\$234.43	\$309.39	\$380.27	\$455.24	\$524.75
3 Cu.Yd.	\$114.49	\$212.63	\$313.49	\$411.62	\$513.84	\$610.61	\$712.82
4 Cu.Yd.	\$147.20	\$256.24	\$392.53	\$513.84	\$637.86	\$688.30	\$879.11
6 Cu.Yd.	\$178.54	\$324.39	\$468.86	\$610.61	\$756.44	\$756.44	\$1,042.67
6 Cu.Yd. Compactor	\$212.63	\$380.27	\$547.92	\$712.82	\$879.11	\$1,042.67	\$1,211.68
35-65 Gal.	\$27.26	\$35.45	\$46.35	\$57.25	\$65.43	\$76.32	\$87.23
95 Gal.	\$35.86	\$57.25	\$76.32	\$103.58	\$121.31	\$143.12	\$166.29

[**Note:** Individual accounts will be charged a share of the monthly fees charged based upon the account's proportionate use of the container(s), as determined by the Winnetka Public Works Department.]

C. Residential Refuse Service Fees. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following fees and charges are hereby established for residential refuse service:

SCHEDULE OF RESIDENTIAL REFUSE SERVICE FEES

<u>Service</u>	<u>Charge</u>
Back Door - One pick-up per week of no more than two garbage cans of household rubbish	\$54.37 per month
Back Door - Two pick-ups per week of no more than two garbage cans of household rubbish	\$108.74 per month
Back Door – One pick-up per week of no more than four garbage cans of household refuse	\$75.59 per month
Curbside - One pick-up per week – 35-gallon container	\$29.28 per month
Curbside - One pick-up per week – 65-gallon container	\$39.14 per month
Curbside - One pick-up per week – 95-gallon container	\$48.93 per month
Curbside – Two pick-ups per week – 95-gallon container	\$103.30 per month
Curbside – One pick-up per week – Two or more 95-gallon containers	\$48.93 plus \$15.92 per container per month
Collection of household rubbish or garbage in excess of two garbage cans per pick-up	\$2.75 per sticker (one sticker required for each container)

D. Charges for Special Refuse Collections. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for special refuse collections:

SCHEDULE OF FEES FOR SPECIAL REFUSE COLLECTIONS

<u>Service</u>	<u>Charge</u>
Base Fee for special collections	\$41.40
Bulk pick-ups	
[Note: Bulk pick-ups are for light refuse other than liquids and yard waste.]	
Bulk pick-ups (<i>continued</i>)	
Up to 1.0 cubic yards	Base Fee
Over 1.0 cubic yards	Base Fee plus \$15.53 for each additional cubic yard or fraction thereof
White goods and other large items	Base Fee plus \$10.00 for each item
[Note: Includes appliances, sofas, etc.]	

Service

Hard-to-handle refuse

[**Note:** Hard-to-handle refuse includes such miscellaneous rubbish as wood, fencing, carpeting, multiple pieces of furniture and cabinets, and construction materials such as wallboard, plaster and flooring, but shall not include liquids, soil, concrete and asphalt.]

Charge

Base Fee plus \$17.60 per cubic yard

Carts and roll-off boxes

[**Note:** Charge is based on container size. Contents shall not include concrete, soil, asphalt or liquids]

2.0 cubic yard

\$84.38

E. Yard Waste. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for the removal of certain yard waste:

SCHEDULE OF YARD WASTE REMOVAL FEES**Service**

Removal of yard waste

Customer supplied bags (one sticker required per bag)

Charge

\$2.75 per sticker

SECTION 6: STORMWATER SEWER FEES. The fee for stormwater utility service provided in the Village of Winnetka pursuant to Chapter 13.16 of the Winnetka Village Code is hereby established at \$21.83 per month per Equivalent Runoff Unit (ERU), as defined in Section 13.16.04 of the Winnetka Village Code.

SECTION 7: FEE FOR RETURNED PAYMENT. A fee of \$30.00 shall be charged for any payment of fees charged pursuant to this Resolution that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 8: PAYMENT PERIOD; LATE FEES. All bills issued for Utility Services shall be paid in full within the payment period specified in the bill. The payment period shall be

established by the Director of Finance, and shall be no less than 21 nor more than 30 days from the date of the issuance of the bill. Pursuant to Sections 13.04.040.B, 13.08.040.B, 13.12.010.B, and 13.16.090.B of the Winnetka Village Code, if any bill for utility service is not paid within the specified payment period, a late payment penalty of 5% of the amount due shall be added to the bill and collected from the user.

SECTION 9: EFFECT OF RESOLUTION. The rates established in this Resolution shall apply to all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2024.

SECTION 10: REPEALER. Resolution R-100-2023 shall be repealed and shall no longer be in force and effect for all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2025.

SECTION 11: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2025.

ADOPTED this 3rd day of December, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 19, 2024

Adopted: December 3, 2024



Agenda Item Executive Summary

TITLE: Resolution No. R-85-2024: Amending General, Building, and Miscellaneous Service Fees (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 19, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on November 1, 2024 to review the proposed fiscal year 2025 budget. The Village Council sets general and building permit fees annually by resolution during the budget approval process.

EXECUTIVE SUMMARY:

There were no changes in fees that impact existing services provided to Village residents or incorporated businesses.

The Village Code requires that this Resolution be introduced at a meeting and adopted at a subsequent meeting.

The Village will consider adoption of this resolution at the December 3, 2024 Council Meeting.

RECOMMENDATION:

Consider introduction of Resolution No. R-85-2024, a Resolution Amending General, Building, and Miscellaneous Service Fees.

ATTACHMENTS:

1. Resolution No. R-85-2024: Amending General, Building, and Miscellaneous Service Fees

RESOLUTION NO. R-85-2024

**A RESOLUTION
AMENDING GENERAL, BUILDING, AND
MISCELLANEOUS SERVICE FEES**

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to set rates and charge fees for various permits, licenses and services; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: GENERAL PERMIT, LICENSE AND REGISTRATION FEES. Fees are hereby established for certain permits, licenses and registrations, in the amounts and for the purposes set forth in the following Schedule of General Permit, License and Registration Fees, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

Note: Unless otherwise specifically provided in the following Schedule of General Permit, License and Registration Fees (“Schedule”), all annual permits, licenses and registrations provided for in this Schedule are due and payable on or before the beginning of the fiscal year (January 1) of each year, and remain in effect until the end of the fiscal year (December 31).

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Amusement Devices</i>		5.12.010
Daily	\$15.00	
Annual	\$25.00	
<i>Animals</i>		6.08.010
Dog License (Annual)		
Unspayed Female	\$15.00	
All Other Dogs	\$10.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Animals (cont'd)</i>		6.08.010
Replacement License	\$2.00	
Taking up or Impounding Dog	\$55.00	
<i>Bicycle Registration</i>	No Fee	10.32.060
<i>Charitable and Political Solicitation</i>	None	5.48.010
<i>Circuses and Carnivals (Daily)</i>	\$100.00	5.52.040
<i>Film Production Application Fees</i>		
Basic Application Processing Fee	\$1,000.00	5.20.070
Additional Application Processing Fee (Per Hour)	\$250.00	5.20.070
<i>Food Dealers</i>		
Restaurant Permit: (Annual, based on seating capacity)		5.24.010
1-20	\$35.00	
21-50	\$45.00	
51-100	\$50.00	
More than 100	\$75.00	
Fast Food/Drive-In	\$75.00	
Food Store Permit (Annual, per cash register)	\$25.00	5.24.010
Temporary Food Dealer (Daily)	\$15.00	5.24.010
Vending Machine Operator Permit (Annual, per machine)	\$15.00	5.24.010
<i>Foresters, Tree Surgeons</i>		5.72.010
Annual License	\$15.00	
<i>Garbage and Refuse Scavenger</i>		8.16.040
Annual License	\$500.00	
<i>Junk Dealers (Annual)</i>		5.32.010
License, Base Fee	\$50.00	
Vehicle Fee (per vehicle)	\$25.00	
<i>Landscaper License</i>	\$25.00	5.78.020
<i>Laundries</i>		5.36.010
Annual Fee	\$15.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Liquor Licenses</i>		
Class A Restaurant (Annual)	\$750.00	5.09.100
Class A-1 Restaurant w/ Limited Bar (Annual)	\$1,000.00	
Class A-2 Restaurant (Annual; Beer & Wine)	\$500.00	
Class A-3 Restaurant w/ Limited Bar (Annual; Beer & Wine)	\$750.00	
Class A-4 Specialty Restaurant (Annual; Wine)	\$500.00	
Class A-5 Specialty Restaurant (Annual; Wine)	\$500.00	
Class B - Grocery Store (Annual)	\$750.00	
Class C - Special Event (Daily)	\$25.00	
Maximum per event more than 2 days	\$75.00	
Class D – Package delivery service/mail (Annual; Retail)	\$150.00	
Class D-1 – Package delivery service/mail (Annual; Wholesale)	\$500.00	
Class E - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-1 - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-2 – Specialty Beverage Store (Annual; Wine and Beer)	\$500.00	
Class F Coffee Shop (Annual; Wine and Beer)	\$500.00	
Class P - Park District (Annual)	\$500.00	
Class X – Special Use (Daily)	\$25, Max \$75	
Class Y – Banquet Facilities	\$1,000.00	
Class W Wine Station Ride (eligible for A; A-1; A-2; A-3)	None	
<i>Parades and Processions</i>	None	10.08.060
<i>Pawnbrokers</i>		5.44.010
Annual Fee, per location	\$100.00	
<i>Public Garage and Service Station</i>		5.60.010
Base fee, annual	\$50.00	
For each fuel pump	\$5.00	
<i>Raffle, per event</i>	\$25.00	9.04.040
<i>Second Hand Dealers</i>		5.64.010
Annual Fee, per location	\$25.00	
<i>Special Event</i>		5.66.050
Application Fee	\$35.00	
User Fee	Actual Cost	See Section 7

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Taxicab Operator's License</i>	\$2.00	5.68.050
<i>Vehicle (Motor) Licenses</i>		10.12.030
Annual Fee	\$40.00	
Late Fee	\$20.00	
Semi-Annual Fee (if purchased after 6/30)	\$20.00	
Transfer Fee	\$1.00	

SECTION 3: PARKING PERMIT FEES. Pursuant to Chapter 10.24 of the Winnetka Village Code, titled, "Parking," the following fees are hereby established for parking permits:

SCHEDULE OF PARKING PERMIT FEES

Semi-Annual Parking Permits (Commuter Parking Permits)

Note: Semi-annual parking permits are issued for the periods of January through June and July through December. Purchase and refund amounts are pro-rated based on the month in which the purchase or refund request is made. Only persons who reside in the Village of Winnetka, and who have a current Village vehicle sticker for a vehicle registered with the State to a Winnetka address, are eligible for the resident fee.

Month of Purchase or Refund	Purchase Cost		Refund Amount	
	Resident	Non-Resident	Resident	Non-Resident
January or July	\$100.00	\$220.00	\$83.33	183.33
February or August	83.33	183.33	66.67	146.67
March or September	66.67	146.67	50.00	110.00
April or October	50.00	110.00	33.33	73.33
May or November	33.33	73.33	16.67	36.67
June or December	16.67	36.67	—	—

Annual Parking Permits (Not refundable)

Business District Employee Parking Permit	\$10.00
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Daily Parking Permits (Not refundable)

Commuter Parking Lots	\$3.00
Business District Employee Parking	\$3.00
Banquet Parking Permit	\$3.00

Remote Lot Parking Permits (Public Works Yards)

Semi-annual charge per vehicle	\$120.00
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Note: The Village Manager may issue permits to allow parking on a limited basis at the Village's landfill site, 1390 Willow Road, by businesses located in the Village of Winnetka, including but not limited to the United States Postal Service, for parking of their fleet vehicles, and by businesses located in the Village of Winnetka that are engaged in the retail sale of automobiles, for parking of their sales inventory. The Village Manager shall determine the number and location of such spaces that may be made available on the site may vary from time to time. Such space shall be limited to areas of the

site that the Village Manager determines will not interfere with the Village’s use of the site. Requests for such parking shall be made directly to the Village Manager. Remote parking spaces shall not be available for the general public.

Valet Parking Permit Application

Fee for one calendar year from the \$250.00
Date of issuance of permit (5.76.030)

SECTION 4: FEES FOR VEHICLE IMPOUNDMENT AND TOWING. Fees and charges are hereby established for the impoundment, towing and storage of vehicles upon the issuance of a final notice for unpaid parking tickets, as set forth in the following Impoundment and Towing Fee Schedule, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

IMPOUNDMENT AND TOWING FEES

<u>Type of Fee</u>	<u>Fee Amount</u>	<u>Conditions for Payment or Refund</u>
<i>Impoundment</i>	\$200.00	Payment is required prior to release of vehicle. Payment will be refunded if the hearing officer determines that the impoundment was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Towing and/or Storage - Private Contractor</i>	Actual cost as billed by the towing or impounding facility	Payment is required prior to release of towed, removed, relocated and/or stored vehicle. Payment will be refunded if the hearing officer determines that the towing, removal, relocation and/or storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Storage on Village Property</i>	\$10.00 per day, per vehicle	Payment is required prior to release of stored vehicle. Payment will be refunded if the hearing officer determines that the storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Collateral</i>	100% of the amount of all outstanding fines due, as stated in the final notice.	Payment is required prior to release of impounded, towed, removed, relocated and/or stored vehicle. Payment is also required before a request for a judicial proceeding made pursuant to a “final notice” is processed. Payment will be refunded if, as the result of the dismissal of outstanding or unsettled traffic violation notices, judgments and/or warrants by a court of competent jurisdiction, the impounded or removed vehicle is subject to fewer than five unsatisfied fines for violation of any parking ordinance of the Village.

SECTION 5: MISCELLANEOUS SERVICE FEES. Fees are hereby established for the following certain miscellaneous services and purchase items in the amounts and for the purposes set forth in the following Schedule of General Permit, License and Registration Fees, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Ambulance Services - Residents</i>		2.52.040
Advanced Life Support – Level 1	\$725.00	
Advanced Life Support – Level 2	\$775.00	
Basic Life Support	\$575.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Ambulance Services – Non-Residents</i>		
Advanced Life Support – Level 1	\$900.00	
Advanced Life Support – Level 2	\$950.00	
Basic Life Support	\$700.00	
Mileage Charge (per loaded patient mile)	\$12.00	
Pursuant to participation in the Ground Emergency Medical Transportation (GEMT) Program, rates for Medicaid claims shall be set by the approved rate sheet received by the Illinois Department of Healthcare and Family Services (HFS) and/or the federal Centers for Medicare and Medicaid Services (CMS) reflecting the actual cost incurred for transport of residents and nonresidents.		
<i>Audit (Print copy)</i>	\$35.00	
<i>Annual Budget (Print copy)</i>	\$35.00	
<i>Certified copies (per certification)</i>	\$1.00	
<i>Comprehensive Plan</i>		
With Maps	\$35.00	
Without Maps	\$8.50	
<i>Copying, Scanning and Printing Charges</i>		
In-house copying		
Black & White, 8½” x 11” (per side)	\$0.15	
Black & White, 8½” x 14” (per side)	\$0.15	
Black & White, 11” x 17” (per side)	\$0.50	
Color, 8½” x 11” (per side)	\$0.50	
Color, 8½” x 14” (per side)	\$1.00	
Color, 11” x 17” (per side)	\$1.00	
Out-sourced copying	Actual Cost	

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
Oversize documents (plats, etc.)	Actual Cost	
<i>Credit Card Fee</i>		
For credit card payments over \$10,000	3%	
<i>Fire Alarm Monitoring Services</i> (direct connections to Village's fire alarm monitoring system only)	\$61.00 per month	
<i>Kenilworth Fire Service</i>		R-114-2022
Annual amount per IGA (2023)	\$479,158	
<i>Other, Unspecified Services</i>	Actual Cost	
<i>Special Detail Police Services</i>	\$75.00 per hour	
<i>Street Cleaning</i>	\$550.00	
<i>Unincorporated Fire Service</i>		13.040.120
Annual amount per Contract address	\$1,518.38	
<i>Winnetka Village Code</i>	\$200.00	
<i>Winnetka Zoning Ordinance</i>	\$10.00	

SECTION 7: FEES FOR SPECIAL SERVICES, FILM PRODUCTION AND SPECIAL EVENTS. Services provided or performed in conjunction with film production permits issued pursuant to Chapter 5.20 of the Winnetka Village Code and in conjunction with special event permits issued pursuant to Chapter 5.66 of the Winnetka Village Code shall be subject to the following fee schedule:

SCHEDULE OF SPECIAL SERVICE FEES

Note: The following hourly rates shall be assessed for: (i) all services provided in conjunction with film production and film production permits issued pursuant to Chapter 5.20 of the Village Code; (ii) all services provided in conjunction with film special events and events subject to special events permits issued pursuant to Chapter 5.66 of the Village Code; and (iii) all other non-standard services provided by Village personnel and all other uses of Village equipment not subject to specific fees set out in either this resolution.

<u>Department</u>	<u>Hourly Rate</u>
<i>Village Administration & Finance Departments</i>	
Village Manager	\$400
Assistant Village Manager	\$330
Village Attorney	\$400

<u>Department</u>	<u>Hourly Rate</u>
Department Head	\$330
Supervisory Personnel	\$220
Clerical/Support Staff	\$220
<i>Police Department</i>	
Command Staff (Deputy Chief, Commanders)	\$275
Sergeants	\$220
Administrative Services Manager	\$220
Patrol Officers	\$185
Support Staff	\$160
Vehicles	\$60
<i>Fire Department</i>	
Command Staff (Deputy Chief, Captains)	\$275
Lieutenants	\$220
Fire Medics	\$185
Support Staff	\$160
Light Vehicles	\$70
Ambulance	\$125
Fire Truck / Engine	\$530
<i>Public Works</i>	
Supervisory	\$220
Engineers	\$220
Maintenance Workers	\$160
Light Trucks	\$70
Medium Trucks	\$100
Heavy Trucks, Refuse Trucks, Street Sweepers	\$150
<i>Community Development</i>	
Assistant Director	\$275
Planners, Architect	\$220
Inspectors	\$185
Clerical / Support Staff	\$160
Vehicles	\$60
<i>Water & Electric</i>	
Assistant Director	\$275
Supervisory	\$220
Plant Operators	\$185
Linemen	\$185
Clerical / Support Staff	\$160
Light Trucks	\$70
Medium Trucks	\$100
Heavy Trucks, Boom Trucks	\$150

SECTION 8: BUILDING PERMIT, LICENSE AND REGISTRATION FEES.

Pursuant to the sections of the Winnetka Village Code (“Code”) referred to in the following Schedule Building, Zoning and Construction Activity Fees (“Fee Schedule”), there are hereby established certain permit, license and registration fees, in the amounts and for the purposes set forth in said Fee Schedule:

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

WORK PERFORMED WITHOUT PERMITS (SECTION 15.32.010)

All permit fees for work performed without a required permit shall be double the amount of the fees for the required permits.

PERMIT DEPOSITS (SECTIONS 15.32.020, 15.54.120)

[Note: Deposits must be submitted with permit applications. The Village’s costs, including plan review and re-inspections, will be deducted from deposits. Deposit balances will be retained by the Village until a final certification of occupancy is approved.]

For Building Demolition Permits with site restoration or new building construction plans	\$ 5,000
For Construction and Demolition Debris Recycling	\$ 2,500
For Temporary Certificate of Occupancy	\$ 5,000
For Tree Replacement (for each inch of DBH)	\$ 300

PLAN REVIEW FEES (SEC. 15.32.020)

For all Building Permits, other than restrictive building permits:

- 15% of building permit fee, \$100 minimum.

For review of Construction Document Revisions

- \$20 for each review where original building permit was subject to minimum fee, building permit is not required, or revision is for a restrictive building permit.
- \$130 for all reviews of any revision to building permit construction documents that do **not** require zoning, engineering, and/or forestry reviews.
- \$170 for all reviews of any revision to building permit construction documents that require zoning, engineering, and/or forestry reviews for minor revisions (as determined by the Director of Community Development).
- 25% of original plan review fee for all reviews of any major revision to building permit construction documents (as determined by the Director of Community Development).

For engineering review required for building in the flood plain:

- | | |
|---|---------------|
| • Flood plain development review | \$ 600 |
| • Letter of Map Revisions (LOMR) review | \$ 600 |

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

For plan reviews required for fire and life safety systems (Sec. 15.16.070)

- | | |
|-----------------------------|-------------|
| • Fire Department review | \$ 150 |
| • Technical review services | Actual cost |

CONTRACTOR PERMIT BOND (Sec. 15.32.060)

[Note: Bond to be payable to the Village of Winnetka. Contractor may provide a certified copy of its current unified contractor bond in amount of no less than \$50,000, as on file with Cook County Clerk.]	\$ 25,000
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BUILDING PERMIT FEES (Sec. 15.32.020)

Alterations, including remodeling, additions to existing structures, and new primary structures, and for other construction activity not specified by Resolution of the Council ("Major Permits")

- \$30.00 per \$1,000.00 or fraction thereof of the estimated total project cost, \$100.00 minimum.

Alterations, including remodeling, and additions to a historic or architecturally significant structure granted the maximum building size bonus per Chapter 15.52 or Chapter 15.53 of the Village Code (Major Permit).

- \$20.00 per \$1,000.00 or fraction thereof of the estimated total project cost, \$100 minimum.

RESTRICTIVE PERMITS

Canopy/Awning (Sec. 15.44.030)	\$ 90 each
[Note: Certificate of Appropriateness of Design may be required.]	

Construction Trailers (Sec. 15.32.020)	\$ 290 each
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Demolition (Sec. 15.52.020)

- | | |
|---|----------|
| • For each accessory structure | \$ 60 |
| • For demolition with building permit application and complete construction documents. | \$16,070 |
| • For demolition with site restoration plan and schedule. | \$16,070 |
| (Note: The \$16,070 includes \$600 reimbursement of payment made by Village of Winnetka to Winnetka Historical Society for research related to demolition of a primary structure) | |

Fences (Sec. 15.44.060)	\$85 each
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Historic Maximum Building Size – Alteration or Addition Administrative Review Escrow	\$1,500
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Roofing (Sec. 15.32.020 and 15.44.100)	\$85 each
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SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Signs (Sec. 15.60.140)

[Note: Signs may require Certificate of Appropriateness of Design.]

- For each non-illuminated sign \$ 80
- For each illuminated sign (includes electrical permit fee) \$195

Swimming Pools (Sec. 15.56.020)

\$ 680

[Note: Includes electrical, plumbing and fence permits]

Tree Enhancement/Tree Protection Plan Review (Sec. 15.28.070)

- For each review per lot in development site \$ 100

Landscape/Tree Replacement Plan Review (Sec. 15.28.050 and 15.28.060)

- For each review per lot in development site \$ 100

Tree Removal Permit Fee (Sec. 15.28.040)

- For each tree \$ 75

Zoning Analysis, Pre-Building Permit Submittal

\$100

ELECTRICAL PERMITS – For permits other than Major Permits, unless otherwise noted (Sec. 15.32.020 and 15.44.050)

- Base Fee for All Permits \$90
- Electrical Fixtures-outlets, receptacles and switches \$ 1.40
- Motors over 0.5 hp, per motor \$30
- New Service or Modifications to Existing Service Entrance Equipment
[Note: Permit fees are waived if modifications result from Water & Electric Department's scheduled undergrounding program.] \$70
- Temporary Service, per service – For All Permits, including Major Permits
 - Overhead \$ 450
 - Underground (excavation not included) \$ 740

PLUMBING AND MECHANICAL (HVAC) PERMITS (Sec. 15.32.020 and 15.44.050)

Plumbing – For permits other than Major Permits

- Base Fee for All Plumbing Permits (includes 5 fixtures) \$ 90
- Plumbing Fixtures (beginning with the sixth fixture), per fixture \$ 13
- Process Piping for Heating System, per unit \$ 130

HVAC– For permits other than Major Permits

[Note: Exterior installations require zoning approval.]

- Base Fee for all HVAC Permits \$ 100
- For replacement of duct work only, per unit \$60
- For totally new system, per unit \$120
- For each roof-top unit, new or replacement \$130
- For each new or replacement AC unit, if total capacity on the property is 8 tons or more. \$ 130
- For minor heating/cooling/ventilation system items, per unit. \$ 35

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Irrigation

- Base Fee \$ 105
- Per Sprinkler Head \$ 1.20

[Remainder of this page intentionally left blank.]

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

MISCELLANEOUS FEES

Construction & Demolition Debris (Sec. 15.54.080)	\$ 325
Development Agreement — Base Fee (Sec. 15.32.080(K))	\$1,500
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Development Agreement — Supplemental Fee (Sec.15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred, and shall be incorporated into the Development Agreement.	based on Staff time
Partial Permits (Sec. 15.32.110)	\$ 200
Permit Renewal (Sec. 15.32.200)	50% of total original building permit fee
Stop Work Order (Sec. 15.04.100)	
• 1 st Stop Work Order	\$ 325
• 2 nd Stop Work Order	\$ 650
• 3 rd Stop work Order	\$ 975
Temporary Certificate of Occupancy (Sec. 15.36.010)	\$ 350
Village Attorney Services (Sec. 5.66.040)	\$400 per hour,
For non-standard services related to post-approval implementation or amendment of development agreements, subdivisions and planned developments	½ hour increments

PETITION FILING FEES

Administrative Appeals

• Building Code Appeals (Sec. 15.72.010)	\$ 450
• Zoning Appeals (Sec. 17.72.010)	\$ 575
• Appeal of Landmark Preservation Commission Maximum Building Size Bonus Determination (Sec. 15.52.060 & 15.53.030)	\$250
• Appeal of Landmark Preservation Demolition Delay Determination Appeals (Sec. 15.52.070)	\$250

Certificate of Appropriateness of Design (Sec. 15.40.010)

• For each new primary structure or addition thereto	\$ 575
• For each existing structure	\$ 135
• For each application for signs, canopies, or awnings	\$ 70

Driveway Variation (Sec. 12.12.010 and 15.44.040)	\$ 275
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Flood Plain Variation (Sec. 15.68.100)	\$ 800
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SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Sign Variation (Sec. 15.60.250)	\$ 275
Historic Maximum Building Size Fees	
• Preliminary Property History Study Preparation Fee (Sec 15.53.020)	\$550
• Maximum Building Size Bonus Application Fee (Sec 15.53.020)	\$300
• Alteration or Addition Administrative Review Escrow (Sec.15.52.090 & 15.53.050)	\$1,500
[Note: Escrow fees must be submitted with applications. The Village's costs for an analysis prepared by an architectural historian, historic architect, or other similarly qualified professional will be deducted from the escrow fees. Escrow balances will be retained by the Village until the Director or Village Council, determine whether proposed alterations to the exterior or additions to a building would destroy the nature of a building's Critical Exterior Historical or Architectural Features and all third-party costs are paid by the Village. Additional funds may be required if insufficient to cover the Village's third-party costs.]	
Special Use Permit (Sec. 17.56.010)	\$ 1,200
Subdivision or Consolidation of Land – Base Fee (Sec. 16.04.040)	\$ 1,200
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Subdivision of Land – Supplemental Fee (Sec. 15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred. For projects requiring a Development Agreement, the supplemental fee shall be incorporated into the Development Agreement.	
	based on Staff time
Zoning Map Amendment (Sec. 17.72.040)	\$ 2,500
Zoning Planned Development (Chapter 17.58)	\$ 1,200
Zoning Text Amendment (Sec. 17.72.040)	\$ 1000
Zoning Variation by Zoning Administrator (Minor Variation) (Sec. 17.60.015)	\$ 325
Zoning Variation by Zoning Board of Appeals (Standard Variation) (Sec. 17.60.020)	\$ 525
Zoning Variation by Ordinance (Major Variation)(Sec. 17.60.030)	\$ 1,000
STREETS, SIDEWALKS, DRIVEWAYS AND OTHER IMPERMEABLE SURFACES (Sec. 12.04.110)	
Driveway curb cut, new or enlarged (Sec. 12.12.010)	\$200
[Note: Includes right-of-way excavation fee.]	

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Right-of-way Excavation and/or Occupation, per excavation/occupation (Sec. 12.16.010 and 12.20.010)	\$ 200
Sewer, per sewer line type (Sec. 15.24.090)	\$150
Impermeable Surfaces (including driveways, sidewalks, patios, etc.) (For permits other than Major Permits)(Sec. 12.08.010)	\$75
Street Replacement (Sec. 12.04.20) • Noncompliance fee	\$5,000

SECTION 9: DETERMINATION OF CONSTRUCTION COSTS. In setting any fee based on the cost of construction, the Director of Community Development may use any of the following methods:

- A. An estimate furnished by the permit applicant;
- B. A certification of the cost of construction from a licensed architect or a registered structural or professional engineer;
- C. An affidavit from the owner or the owner's agent setting forth the estimated cost of the proposed work; or
- D. A calculation to be made by the Director of Community Development, based on the most current edition of the RS Means Square Foot Costs Book.

SECTION 10: FEE FOR RETURNED PAYMENTS. A fee of \$30.00 shall be charged for any payment of fees charged pursuant to this Resolution that is returned to the Village for any reason (excluding building permits), including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 11: FEE FOR RETURNED BUILDING PERMIT PAYMENTS. A fee in the amount of \$150.00 or 5% of the building permit fee, whichever is greater, shall be charged for any payment that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 12: REPEALER. Resolution R-99-2023 shall be, and is hereby, repealed and shall no longer be in force and effect from and after the passage of this Resolution and approval according to law.

SECTION 13: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2025.

ADOPTED this 19th day of November, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 19, 2024

Adopted: _____



Agenda Item Executive Summary

TITLE: Ordinance No. M-14-2024: Levying Taxes for the Year 2024 (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 19, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Council has reviewed the proposed 2025 calendar year budget and the funding provided by property taxes to balance the budget. The proposed 2024 property tax levy will generate \$16,298,997 for village operations, an increase of \$540,820 or 3.432% from the prior year. The proposed increase in the tax levy is due to two factors:

- Capturing the impact of new development throughout the Village - .482%.
- Inflationary adjustment - 2.95%.

EXECUTIVE SUMMARY:

The 2024 property tax levy sets the amount of revenue to be raised from property taxes to fund Village operations. In Illinois, property taxes are paid a year in arrears. This means that the amount of money requested for the 2024 property tax levy will be received by the Village in calendar 2025. It should be noted that the final proposed tax levy is \$70,912 lower than what was initially proposed to the Council at the November 1st budget review meeting.

RECOMMENDATION:

Consider adoption of Ordinance No. M-14-2024, an Ordinance Levying Taxes for the Year 2024.

ATTACHMENTS:

1. Ordinance No. M-14-2024: Levying Taxes for the Year 2024
2. Village of Winnetka Schedule of Property Tax Levy Calculations

AN ORDINANCE LEVYING TAXES FOR THE YEAR 2024

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, on December 5, 2023, the Council of the Village of Winnetka (“Village Council”) adopted Resolution No. R-98-2023, which budgeted \$39,707,061 to meet the expenses and liabilities of the Village for general corporate purposes and retirement fund contributions for the fiscal year beginning January 1, 2024, and ending December 31, 2024; and

WHEREAS, pursuant to page 413 of the budget approved on December 5, 2023, the Village Council has made its preliminary estimate of the 2024 levy, estimating that it is necessary to raise Sixteen Million Four Hundred Sixty-Seven Thousand Two Hundred Ninety-Five Dollars (\$16,467,295) by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2024, and ending December 31, 2024; and

WHEREAS, at its November 19, 2024 meeting, the Village Council, upon evaluation of the proposed fiscal year 2024 annual budget, directed the staff to present a 2024 property tax levy for consideration at the December 3, 2024, Village Council meeting, said property tax levy to be in the amount of Sixteen Million Two Hundred Ninety-Eight Thousand Nine Hundred Ninety-Seven Dollars (\$16,298,997), One Hundred Sixty Eight Thousand Two Hundred Ninety-Eight Dollars (\$168,298) less than was estimated to be necessary to be raised by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2024, and ending December 31, 2024; and

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Winnetka, as follows:

SECTION 1: That the foregoing recitals are hereby adopted as the findings of the Council of the Village of Winnetka, as fully set forth herein.

SECTION 2: That in order to meet the expenses and liabilities of the Village of Winnetka for the fiscal year beginning January 1, 2024, and ending December 31, 2024, for general corporate purposes and for retirement fund contributions, there is hereby levied upon all of the taxable property within the corporate limits of the Village of Winnetka subject to taxation for the current year, as assessed and equalized for the year 2024, the sum of Sixteen Million Two Hundred Ninety-Eight Thousand Nine Hundred Ninety-Seven Dollars (\$16,298,997), which is to be collected from the levy of the Village of Winnetka for the year 2024 for all purposes heretofore budgeted.

2024 TAX LEVY SUMMARY

General Fund	Amount Budgeted	Amount To Be Raised By Tax Levy
For General Corporate Purposes		
Administration	\$ 4,167,427	\$ 1,484,230
Police	\$ 8,133,595	\$ 4,223,281
Fire	\$ 6,918,778	\$ 3,018,023
Community Development	\$ 2,128,748	\$ 763,108
Public Works / Engineering	\$ 5,344,955	\$ 1,923,875
Capital Expenses	\$ 2,916,110	\$ 1,090,060
General Fund Transfers	\$ 4,500,000	\$ 1,100,000
Totals for General Fund	\$ 34,109,613	\$ 13,602,577
For Retirement Fund Contributions		
For Police Pension Fund	\$ 2,720,262	\$ 1,135,073
For Fire Pension Fund	\$ 2,877,186	\$ 1,561,347
Totals for Retirement Fund Contributions	\$ 5,597,448	\$ 2,696,420
Total Amount Budgeted	\$ 39,707,061	
Total Amount of Levy		\$ 16,298,997

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Sixteen Million Two Hundred Ninety-Eight Thousand Nine Hundred Ninety-Seven Dollars (\$16,298,997), which is the total amount the Village of Winnetka requires to be raised by taxation for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2024 on all properties subject to taxation within the Village of Winnetka, in accordance with the provisions of this Ordinance.

SECTION 4: This Ordinance is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 5: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this 19th day of November, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 19, 2024

Adopted: _____

Village of Winnetka

Schedule of Property Tax Levy Calculations

<u>Tax Levy Category</u>	<u>2023 Actual Tax Levy</u>	<u>2024 Proposed Tax Levy</u>	<u>\$ - Change</u>	<u>% - Change</u>
<u>General Fund:</u>				
Corporate*	\$12,661,625	\$13,602,577	\$940,952	7.432%
<u>Other Funds:</u>				
Police Pension	\$1,336,136	\$1,135,073	(\$201,063)	-15.048%
Fire Pension	\$1,760,416	\$1,561,347	(\$199,069)	-11.308%
Total Village-wide Tax Levy	\$15,758,177	\$16,298,997	\$540,820	3.432%
Less: New Development @ 0.482%		(\$75,954)	(\$75,954)	-0.482%
Existing Tax Payer Increase	\$15,758,177	\$16,223,043	\$464,866	2.950%

Increase (Decrease) Based on Total Property Tax Bill
--

Total Property Taxes Paid 100.00%	Other Taxing Distr. 88.42%	Village 11.58%	2.95% Change / Village
\$10,000	\$8,842	\$1,158	\$34
\$15,000	\$13,263	\$1,737	\$51
\$20,000	\$17,684	\$2,316	\$68
\$25,000	\$22,105	\$2,895	\$85
\$30,000	\$26,526	\$3,474	\$102
\$35,000	\$30,947	\$4,053	\$120
\$40,000	\$35,368	\$4,632	\$137
\$50,000	\$44,210	\$5,790	\$171
\$60,000	\$53,052	\$6,948	\$205

* Included in the Corporate fund levy is \$1.1 million levied for the Business District Revitalization Fund

Note: New development is calculated based on \$8,491,414 or .482% of new value identified in the 2023 Cook County Agency Tax Rate Report. Last year new property value totaled \$20,433,227.

<https://www.cookcountyclerk.il.gov/service/tax-agency-reports>



Agenda Item Executive Summary

TITLE: Ordinance No. M-15-2024: Abating the Tax Heretofore Levied for the Year 2024 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 19, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Council has reviewed the proposed 2025 calendar year budget and all funding sources required to balance the budget. It has been determined that sufficient revenue is on hand in the stormwater fund to pay the debt service on the Series 2020 bonds and therefore an additional tax levy for this purpose is not necessary.

EXECUTIVE SUMMARY:

The Village issued General Obligation bonds in the amount of \$9.0 million in 2013 and \$7.5 million in 2014 to fund stormwater improvements. These bonds were refunded and replaced by the Series 2020 bonds (\$12,035,000) with the intention of the Village abating the property tax levy each year on these bonds and paying the principal and interest from stormwater utility fees collected by the Village. There are adequate funds on hand to allow for the abatement of the property tax levy for 2024 related to these General Obligation bond issues, due to Stormwater utility alternate revenues.

RECOMMENDATION:

Consider introduction of Ordinance No. M-15-2024, an Ordinance Abating the Tax Heretofore Levied for the Year 2024 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois.

ATTACHMENTS:

1. Ordinance No. M-15-2024: Abating Tax Heretofore Levied for the Year 2024 to Pay the Principal of & Interest on Taxable GO Refunding Bonds Series 2020

**AN ORDINANCE
ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2024
TO PAY THE PRINCIPAL OF AND INTEREST ON
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020,
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, the Council of the Village, consisting of the President and Board of Trustees (the “Council”), by Ordinance Number M-16-2020, adopted on the 13th day of October, 2020 (the “Ordinance”), did provide for the issue of \$12,035,000 Taxable General Obligation Refunding Bonds, Series 2020 (the “Bonds”), and for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village has deposited sufficient funds in the bond fund established by the Ordinance to pay the principal of and interest on the Bonds up to and including December 15, 2025; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2024 to pay the principal of and interest on the Bonds be abated in its entirety.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Winnetka, as follows:

SECTION 1: Abatement of Tax. The tax heretofore levied for the year 2024 of Eight Hundred Two Thousand Nine Hundred Eighty Dollars (\$802,105.00) in the Ordinance to pay the principal and interest on the Bonds is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2024 in accordance with the provisions hereof.

SECTION 3: **Home Rule.** This Ordinance is adopted by the Council in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 4: **Effective Date.** This Ordinance shall be in full force and effect from and its passage, approval, and posting as provided by law.

PASSED this 19th day of November 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 19, 2024

Adopted: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-79-2024: Approving a Lease Agreement with Hofherr Meat Depot for a Portion of 754 Elm Street (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: November 19, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village has been approached by Hofherr Meat Depot to lease the small retail space currently occupied by Cafe Fleurette at the Elm Street Train Station (754 Elm Street). Cafe Fleurette currently operates a part-time bakery and rents this space for \$300 monthly.

EXECUTIVE SUMMARY:

Hofherr Meats currently operates a butcher shop / deli located at 300 Happ Road in Northfield and desires to open a deli/specialty grocer shop in Winnetka. The owners of Hofherr Meats, Sean and Arielle Hofherr, propose to purchase Café Fleurette and incorporate their food into the Hofherr Meat Depot which they will operate in the existing 120 square foot space. They plan to sell quick-serve foods including Café Fleurette breads and pastries, coffee, cold beverages, and ready-made breakfast and lunch sandwiches made in their shop in Northfield. They will also act as a satellite location for the Northfield butcher shop. They will sell a small, curated selection of prepackaged vacuum-sealed butcher shop staples including smoked cheddar bratwurst, flat iron stakes, and 1 lb packages of ground beef, and be a convenient location for customer pick-up of orders that are fulfilled at the Northfield location and delivered to the Depot.

The proposed lease period is one-year from January 25, 2025 to January 24, 2026. The monthly rent is \$300. Hofherr hopes to establish a market in Winnetka and may eventually expand the scope of their operation if successful.

RECOMMENDATION:

Consider adopting Resolution No. R-79-2024, approving a lease agreement with Hofherr Meat Depot for a portion of 757 Elm Street.

ATTACHMENTS:

1. Resolution No. R-79-2024: Approving a Lease Agreement with Hofherr Meat Depot for a Portion of 754 Elm Street
2. Hofherr Meat Depot Proposal: September 26, 2024

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH
HOFHERR MEAT DEPOT FOR A PORTION OF 754 ELM STREET**

WHEREAS, the Village of Winnetka ("***Village***") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is the landlord of the property commonly known as 754 Elm Street, Winnetka, Illinois ("***Property***"); and

WHEREAS, Hofherr Meat Depot ("***Tenant***") desires to operate a deli/specialty grocer shop on a portion of the Property ("***Premises***"); and

WHEREAS, the Village desires to enter into a lease with Tenant to allow Tenant to lease the Premises from January 25, 2025 to January 24, 2026 ("***Lease***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to enter the Lease with Tenant;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1. RECITALS. The Village Council adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF LEASE. The Village Council approves the Lease in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE LEASE. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Lease after receipt by the Village Manager of two executed copies of the final Lease from Tenant; provided, however, that if the Village Manager does not receive two executed copies of the final Lease from Tenant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Lease will, at the option of the Village Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 19th day of November, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made effective this 19 day of November, 2024 ("Effective Date"), by and between Village of Winnetka, an Illinois home rule municipal corporation ("Landlord") and Hofherr Meat Depot ("Tenant") (individually a "Party" and collectively, the "Parties").

RECITALS

A. Union Pacific Railroad Company is the owner ("Owner"), and Landlord is the operator of the building having an address of 754 Elm Street, Winnetka, Illinois 60093 ("Train Station").

B. The Parties desire to enter into this Lease because Tenant desires to operate a deli/specialty grocer shop in the approximately 120 square foot booth of the Train Station currently operated by Café Fleurette ("Premises").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord hereby agrees to permit Tenant to occupy the Premises upon the following terms and conditions:

1. **Term, Expiration Date and Use.**

(a) Term. Tenant hereby leases and has a right to occupy the Premises for a term ("Term") beginning on the January 25, 2025 and expiring at noon on January 24, 2026 ("Expiration Date").

(b) Termination. Either Party may terminate this Agreement at any time by providing the other Party no less than ninety days prior written notice.

(c) Use of the Premises. Tenant may occupy the Premises for the following purpose only: maintenance and operation of a deli/specialty grocer shop (collectively, the "Permitted Use") and for no other purpose whatsoever. Tenant will only operate its business under the trade name "Hofherr Meat Depot" or any other trade name approved by Landlord. Tenant will not knowingly do or permit anything to be done in the Premises, or bring or keep anything therein which will, in any way, increase the rate of fire or other insurance maintained on the Premises by Landlord, or invalidate or conflict with the fire insurance policies on the Premises. Tenant agrees to obtain Landlord's permission prior to performing any painting, construction, remodeling, removal of any temporary or permanent fixtures, alterations, additions or other work at the Premises ("Work"). All Work must be completed in a good and workmanlike manner, at the sole cost and expense of Tenant, in accordance with all applicable laws and codes and with contractors approved by Landlord. Tenant will, at Tenant's sole cost and expense, obtain all building, zoning and occupancy approvals necessary for the Permitted Use and any Work performed at the Premises.

2. **Vacating the Premises and Holdover.**

(a) Vacating the Premises. On or before the Expiration Date or earlier termination of this Lease, Tenant must vacate and surrender the Premises to Landlord, leaving it in broom clean and good condition, including, but not limited, (i) removing all of Tenant's personal property, trade fixtures and equipment, and, if requested by Landlord prior to the Expiration Date, any Work completed by Tenant in the Premises, (ii) repairing any damage caused by such removal, and (iii) surrendering all keys to Landlord. In the event that Tenant fails to comply with the removal and restoration obligations set forth herein, Landlord will have the right, but not the obligation, to complete such removal and restoration on Tenant's behalf and Tenant will reimburse Landlord for any costs incurred by Landlord upon demand. Any personal property, trade fixtures or equipment of Tenant existing in the Premises after the Expiration Date or termination date of this Lease will be deemed abandoned by Tenant and will, at Landlord's option, become the property of Landlord.

(b) Holdover. Tenant acknowledges and agrees that under no circumstances may it holdover or continue to occupy the Premises after the Expiration Date without the express written consent of Landlord. If Tenant, without Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the Term hereof, such occupancy will be, at Landlord's option, a tenancy from month-to-month upon all the provisions of this Lease pertaining to the obligations of Tenant, except that the monthly Rent (defined below) for such holdover will be at 300% of Rent for the last month of the Term and Tenant will also be responsible for all of Landlord's direct and consequential damages. Time is of the essence.

3. **Acceptance of Premises, Maintenance and Repair and Mechanic's Liens.** Tenant is in possession of the Premises and accepts the Premises in its "AS IS WITH ALL FAULTS" condition without any representations or warranties of any kind, except as otherwise expressly provided in this Lease. No agreement to alter, remodel, decorate, repair or improve the Premises, or the building (or to provide Tenant with any credit or allowance for the same), and no representations regarding the condition of the Premises, or the building, have been made by or on behalf of Landlord or relied upon by Tenant, except as otherwise expressly provided in the Lease. Tenant acknowledges and agrees that Landlord has made no representations or warranties as to the suitability of the Premises for the conduct of the Tenant's business or the Permitted Use. Tenant agrees to maintain all portions of the Premises, in good condition and repair, in accordance with all applicable laws and codes, whether the maintenance is interior or exterior, structural or nonstructural, capital or non-capital, including, but not limited to all work necessary to maintain all mechanical and utility systems in good condition and repair in accordance with good engineering practice. Landlord will have no responsibility for any portion of the maintenance of the Premises. Tenant agrees to arrange and pay for its own janitorial services in the Premises and for trash removal service from the Premises. Tenant will not permit any mechanic's liens or any other type of liens to be filed against the Premises as a result of any work, labor, services or material supplied or claimed to have been supplied to Tenant. Furthermore, Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs, through all appeals)

arising out of same or in connection therewith. If any lien is filed against the Premises in violation of this Section, Landlord will have the right, but not the obligation, to cause such lien to be removed and Tenant will be obligated to reimburse Landlord for all costs incurred by Landlord in connection with such removal, including, but not limited to, reasonable attorneys' fees.

4. **Rent, Late Charges and Interest.** As monthly rent for the Premises, Tenant agrees to pay to Landlord throughout the Term, without demand, rights of offset or counterclaim, an amount equal to \$300.00 per month ("Rent"), due on or before the first day of each month. If the Effective Date or the Expiration Date fall on a date other than the first or last day of a month, respectively, the Rent will be prorated. The Rent due for the first month of Term will be due on the Effective Date.

If Tenant fails to pay, when due and payable, the Rent payable hereunder or any fees or other amounts or charges of any kind or character pursuant to this Lease, such unpaid amounts will be subject to a late charge of five percent (5%) of the total amount due; in addition, such unpaid amounts will bear interest at the rate of fifteen percent (15%) per annum from the date due to the date of payment, provided that in no event will such interest exceed the maximum allowed by law. All fees and other amounts and charges due under this Lease will be made payable to Landlord and sent to Landlord at the following address:

510 Green Bay Rd.
Attention: Village Manager
Winnetka, Illinois 60093

Such fees and amounts will be deemed paid when received by Landlord.

5. **Security Deposit.** As security for the performance of its obligations under this Lease, Tenant agrees to pay Landlord a security deposit in the amount of \$300.00 ("Security Deposit"). The Parties agree that Landlord will hold the Security Deposit as security for the performance of Tenant's obligations under this Lease. The Security Deposit may be applied by Landlord to cure any default of Tenant under this Lease. Landlord will not pay any interest on the Security Deposit, except as may be required by law. Within 45 days after the Expiration Date, whether by expiration or earlier termination, Landlord will return to Tenant the balance, if any, of the Security Deposit. The Security Deposit will not be deemed an advance payment of Rent or a measure of damages for any default by Tenant under this Lease, nor will it be a bar or defense to any action which Landlord may at any time commence against Tenant.

6. **Utilities and Taxes.**

(a) **Utilities.** The Village has the right to seek reimbursement from Tenant, and Tenant agrees to reimburse the Village if invoiced for, all electrical, gas, and other utility usage in the Premises. If Tenant fails to timely make any payments to the Village, Tenant will owe the Village a late fee and interest as set forth in Section 4 above.

(b) **Taxes.** Tenant will pay for all ad valorem real estate taxes and special assessments levied against the Premises, if any. Tenant will pay for all personal property

taxes, income taxes and other taxes levied against Tenant's business and Tenant's personal property, equipment and trade fixtures.

7. **Hazardous Materials.** Tenant will not generate, use, store or dispose of any Hazardous Materials (as hereinafter defined) in or about the Premises. Hazardous Materials means: (a) "hazardous wastes," as defined by the Resource conservation and Recovery Act of 1976, as amended from time to time; (b) "hazardous substances," as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time; (c) "toxic substances," as defined by the Toxic Substances Control Act, as amended from time to time; (d) "hazardous materials," as defined by the Hazardous Materials Transportation Act, as amended from time to time; (e) oil or other petroleum products; and (f) any substance whose presence could be detrimental to the Premises or hazardous to health or the environment. Tenant agrees to indemnify and hold Landlord harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising during or after the Term and arising from Tenant's breach of this paragraph. The indemnification obligation of Tenant pursuant to this paragraph will survive termination or expiration of this Lease.

8. **Waiver of Claims.** Tenant agrees that all personal property placed in the Premises by Tenant will be and remain at Tenant's sole risk and neither Landlord nor its employees or agents will be liable for any damage to or loss of such personal property, regardless of cause except for the gross negligence or willful misconduct of the Landlord. Landlord and Landlord's agents and employees will not be liable for, and Tenant waives all claims for, loss or damage to Tenant's business or damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any accident, occurrence or condition in or upon the Premises, or any other part of the Premises, including but not limited to claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) any defect in, or failure of plumbing, heating, ventilating or air conditioning equipment, including but not limited to disruption of same caused by strikes, accidents, federal, state or local regulations, unavailability at reasonable cost of electricity, coal, fuel, oil or other suitable fuel or energy source; (c) electric wiring or the installation thereof, gas, water and steam pipes, stairs, porches, railing or walks; (d) broken glass; (e) the backing up of any sewer pipe or downspout; (f) the bursting, leaking or running of any tank, tub washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises, or any other part of the Premises; (g) the escape of steam or hot water; (h) water, snow, or ice being upon or coming through the roof, skylight, trap door, stairs, doorways, show windows, walks or any other place upon or near the Premises, or any other part of the Premises, or otherwise; (i) the falling of any fixture, plaster, tile or stucco; and (j) any act, omission or negligence of other tenants, Tenant or of any other persons or occupants of any premises in the Premises, or of adjoining or contiguous Premises, or of owners of adjacent or contiguous property.

9. **Tenant's Insurance.**

(a) **Liability Insurance.** Tenant must obtain and keep in force a Commercial General Liability Policy of Insurance protecting Tenant, Landlord, and Owner as named insureds against any liability arising out of the use, occupancy or maintenance of the Premises. Such insurance must be on an occurrence basis providing single limit coverage in an amount not less than \$2,000,000 per occurrence and in the aggregate. The policy must

also insure performance by Tenant of the indemnity provisions of this section. All insurance carried by Tenant must be primary to and not contributory with any similar insurance carried by Landlord, whose insurance will be considered excess insurance only.

(b) Other Insurance. Tenant also agrees to carry: (i) Plate glass insurance in an amount equal to the replacement cost of all plate glass located in or on the Premises;

(ii) Worker's compensation and employer's liability insurance in an amount not less than the maximum statutory limits of recovery; and

(iii) Business interruption insurance in accordance with limits customarily required by prudent owners of first-class centers in the Chicago metropolitan area.

(c) Personal Property Insurance. Tenant must obtain and keep in force a policy or policies of insurance or provide self-insurance covering loss or damage to the personal property, trade fixtures, furniture, equipment and other personal property located on the Premises in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils with an agreed value endorsement, if commercially available.

(d) Insurance Policies. Insurance required herein must be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide". Tenant will not do or permit to be done anything which invalidates the required insurance policies. Prior to the Effective Date, Tenant will deliver Landlord certificates evidencing the existence and amounts of the required insurance. At least 30 days prior to the expiration of such policies, Tenant will deliver to Landlord evidence of renewals or "insurance binders" evidencing renewal thereof. Landlord must be named as an insured and loss payee under such policies to the extent of its interest.

(e) Blanket Insurance. Tenant will have the right to provide any insurance required under this section under blanket or umbrella policies of insurance providing for separable coverage for the Premises of not less than the amount set forth herein.

(f) Waiver of Subrogation. Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage arising out of or incident to the perils required to be insured against under Paragraph 9, which perils occur in, on or about the Premises, whether due to the negligence of Landlord or Tenant or their agents. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or to any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

10. **Indemnification.** Tenant shall indemnify and hold Landlord harmless from and against any and all claims, damages, expenses or liability arising from:

- (a) any breach or default of Tenant under this Lease;
- (b) any injury to person or property occurring on the Premises, during the Term of this Lease, occasioned wholly or in part due to any act or omission of Tenant, Tenant's agents, contractors, or employees; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

The indemnification pursuant to this Section will survive termination or expiration of this Lease.

11. **Casualty.** If the Premises becomes untenable by reason of fire or other casualty, then this Lease will terminate, and Landlord will have no further liability or obligation to Tenant hereunder. In no event will Landlord be responsible for, or will any payment due hereunder be reduced by reason of, any failure or interruption in utility services, strike, lock-out or other labor troubles, government restrictions or limitations, riot, war, insurrection or other national or local emergency, accident, flood, fire or other casualty, adverse weather condition, other act of God, or other causes similar or dissimilar to any of the foregoing, or for any damage directly or indirectly caused thereby.

12. **Door Locks and Access by Landlord.** Tenant will not place additional locks upon the doors of the Premises or permit any duplicate keys to be made of the existing locks in the Premises without prior written approval of the Landlord. Upon prior notice to Tenant, Landlord and persons designated by Landlord will have the right to enter the Premises at reasonable hours for the purpose of examining the same, except in the case of an emergency when Landlord will have the right to enter the Premises at any time.

13. **Compliance with Law.** Tenant must comply with all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities now or later in force pertaining to the use and occupancy of the Premises.

14. **Assignment and Subletting.**

(a) Tenant is not permitted to assign this Lease or sublet the Premises without the written consent of the Landlord, which consent may be withheld in Landlord's sole discretion. If an assignment or sublet is allowed: (i) the assignee or subtenant must agree in writing to be bound by the terms of this Lease; (ii) Tenant will continue to remain liable under the Lease; (iii) Tenant, assignee or subtenant, as the case may be, will obtain all applicable governmental approvals, permits and licenses necessary in conjunction with any work performed and the use of the Premises; and (iv) Tenant will give written notice to Landlord of the assignment or sublet and deliver to Landlord with a copy of the written agreement providing for same.

(b) Landlord will be permitted to assign this Lease in conjunction with a sale of the Building and will be released from all obligations under this Lease (except for those expressly stated as surviving) accruing from and after the consummation of the sale.

15. **Default.**

(a) **By Tenant.** It will be an “Event of Default” if Tenant fails to: (i) pay any fee or other amount or charge that it is obligated to pay by any provision of this Lease, when and as due and payable hereunder and such failure continues for 5 days after receipt of written notice; (ii) timely vacate the Premises on or before the Expiration Date or earlier termination of this Lease; or (iii) perform any obligation of Tenant hereunder, and such failure continues for 30 days after Landlord delivers written notice thereof to Tenant.

On the occurrence of any Event of Default, Landlord may take any or all of the following actions:

(i) Exercise any and all legal or equitable rights and remedies to enforce the terms of this Lease and to timely remove Tenant from the Premises which it may have by law or otherwise, including but not limited to reentry or taking possession of the Premises, and any personal property therein;

(ii) Hold Tenant responsible for all liabilities, causes of action, damages, losses, costs or expenses (including attorneys’ fees) arising from or connected to such Event of Default, including but not limited to: (1) damages resulting from construction delays or Landlord’s failure or inability to construct, timely construct, deliver or timely deliver the Premises or any other space in the Premises to any occupant or Tenant; (2) any attorneys’ fees incurred in recovering possession of the Premises and otherwise enforcing the terms of this Lease; and (3) the loss of any proposed subsequent occupant or Tenant for all or any portion of the Premises; and

(iii) Terminate this Lease. All rights and remedies of Landlord may be cumulative and none will exclude any other right or remedy allowed by law or in equity. Landlord’s exercise of any such right or remedy will not prevent the concurrent or subsequent exercise of any other right or remedy. Any waiver of a default hereunder will not be deemed a waiver of any terms and conditions of this Lease or of any subsequent default. No delay or omission of Landlord to exercise any right or power arising from an Event of Default will impair any such right or power, or be construed to be a waiver of any such default or acquiescence thereto. In particular, the receipt by Landlord of any fee with knowledge of the breach of any covenant of this Lease will not be deemed a waiver of such breach, and no provision of this Lease will be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord. No payment by Tenant or receipt by Tenant of a lesser amount than any fees or other charges herein stipulated will be deemed to be a payment in full of the stipulated fees or charges nor will any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord’s right to recover the balance of such fees or charges or pursue any other remedy provided in this Lease or at law. Landlord will have the right to apply Tenant’s payments to any balance Tenant has

outstanding. No receipt of money by Landlord from Tenant after the termination or expiration of this Lease or of Tenant's right of possession of the Premises, will reinstate, continue or extend the Term.

(b) **By Landlord**. It will be an "Event of Default" if Landlord fails to: (i) pay any fee or other amount or charge that it is obligated to pay by any provision of this Lease, when and as due and payable hereunder and such failure continues for 5 days after receipt of written notice; or (ii) abide by any other covenant contained in this Lease and such failure continues for 30 days after notice, or such longer period as is reasonably needed as long as Landlord commences to cure within the initial 30 day period and diligently pursues the cure to completion.

On the occurrence of any Event of Default, Tenant may take any or all of the following actions:

(i) Exercise any and all legal or equitable rights and remedies to enforce the terms of this Lease;

(ii) Cure the Event of Default on behalf of Landlord and obtain reimbursement from Landlord for any reasonable costs expended by Tenant to cure the default. Landlord agrees to reimburse such costs within 30 days after notice from Landlord of the sums expended; and

(iii) Terminate this Lease. All rights and remedies of Tenant may be cumulative and none will exclude any other right or remedy allowed by law or in equity. Tenant's exercise of any such right or remedy will not prevent the concurrent or subsequent exercise of any other right or remedy. Any waiver of a default hereunder will not be deemed a waiver of any terms and conditions of this Lease or of any subsequent default. No delay or omission of Tenant to exercise any right or power arising from an Event of Default will impair any such right or power, or be construed to be a waiver of any such default or acquiescence thereto. In particular, the receipt by Tenant of any fee with knowledge of the breach of any covenant of this Lease will not be deemed a waiver of such breach, and no provision of this Lease will be deemed to have been waived by Tenant unless such waiver is in writing and signed by Tenant. No payment by Landlord or receipt by Landlord of a lesser amount than any fees or other charges herein stipulated will be deemed to be a payment in full of the stipulated fees or charges nor will any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Tenant may accept such check or payment without prejudice to Tenant's right to recover the balance of such fees or charges or pursue any other remedy provided in this Lease or at law.

Any reasonable costs and expenses incurred by Landlord or Tenant (including, without limitation, attorneys' fees and court costs) in successfully enforcing any of its rights or remedies under this Lease must be paid upon demand.

16. **Miscellaneous.**

(a) **Notices.** Any notices or other communications required or permitted hereunder will be sufficiently given if in writing and: (i) delivered personally; or (ii) sent by certified mail, return receipt requested, postage prepaid; or (iii) delivered to a reputable overnight delivery express service, addressed as shown below or to such other address as the Party concerned may substitute by written notice to the other. All notices personally delivered will be deemed received on the date of delivery. All notices forwarded by mail will be deemed received on a date seven days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following date of deposit in the U.S. mail. Provided, however, the return receipt indicating the date upon which all notices were received will be prima facie evidence that such notices were received on the date on the return receipt. All notices forwarded by overnight courier will be deemed received on the date received or refused as shown on the overnight delivery receipt of the courier.

If to Tenant:

Hofherr Meat Depot

_____, _____
Attention: _____

If to Landlord:

Copy to:

Village of Winnetka
510 Green Bay Rd.
Winnetka, Illinois 60093
Attention: Robert Bahan
Village Manager

Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Benjamin Schuster

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given will be deemed to continue in effect for all purposes. No notice to either Tenant or Landlord will be deemed given or received unless the entity noted "With a copy to" is simultaneously delivered notice in the same manner as any notice given to either Tenant or Landlord.

(b) **Severability.** The provisions of this Lease are severable and the holding of any provision, paragraph, sentence or other part thereof to be illegal, invalid or inapplicable to any person or circumstance will not affect or impair any of the remaining provisions or their application to Tenant or other persons or circumstances.

(c) **Waiver of Jury Trial.** TENANT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM OTHER THAN COMPULSORY COUNTERCLAIMS OR CROSS

CLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON OR IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY CLAIM OF INJURY OR DAMAGE, OR TENANT'S FAILURE TO VACATE THE PREMISES ON OR BEFORE THE EXPIRATION DATE.

(d) **Governing Law.** This Lease will be governed by and construed in accordance with the laws of the State of Illinois. Should any provision of this Lease require judicial interpretation, it is agreed that the court interpreting or considering same will not apply the presumption that the terms hereof be more strictly construed against a Party by reason of the rule or conclusion that a document should be construed more strictly against the Party who itself or through its agent prepared the same. It is agreed and stipulated that all Parties hereto have equally participated in the preparation of this Lease and that legal counsel was consulted by each Party before the execution of this Lease.

(e) **Entire Agreement/ Modification of Lease.** This Lease supersedes any and all agreements, either oral or written, between the Parties with respect to the leasing of the Premises to Tenant. No other agreement, statement, or promise not contained in this Lease will be valid and binding. Any modification of this Lease will be effective only if it is in writing signed by the Party to be bound.

(f) **Successors and Assigns.** This Lease is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Landlord and Tenant.

(g) **Construction.** Headings at the beginning of each section are solely for the convenience of the Parties and are not a part of and may not be used to interpret this Lease. The singular form includes plural, and vice versa. This Lease may not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease.

(h) **Further Assurances.** Whenever requested to do so by the other Party, each Party will execute, acknowledge, and deliver any further estoppels, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete any transfers, sales, and agreements contemplated by this Lease. Each Party also agrees to do any other acts and to execute, acknowledge, and deliver any documents requested to carry out the intent and purpose of this Lease.

(i) **Counterparts.** This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together constitute one and the same instrument.

(j) **Binding.** This Lease will not be binding upon Landlord until fully executed by Tenant, accepted and executed by Landlord and a fully executed copy delivered to Tenant.

(k) **Unavoidable Delays.** The provisions of this section are applicable if there occurs during the Term any: (i) strikes, lockouts, or labor disputes; (ii) inability to obtain labor or materials, or reasonable substitutes therefor; (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty; or (iv) other conditions similar to those enumerated in this Section beyond the reasonable control of the Party obligated to perform. If either Party, as the result of any of the above-described events, fails punctually to perform any obligation on its part to be performed under this Lease, then, upon written notice to the other, within 10 days of such event, such failure will be excused by the Party claiming an unavoidable delay (an "Unavoidable Delay"), but only to the extent the delay is occasioned by such event. If any right or option of either Party to take any action under or with respect to the Term is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date will be deemed to be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable Delay. Notwithstanding anything contained herein to the contrary, the provisions of this section will not be applicable to either Party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Lease.

(l) **Time.** Time is of the essence in the performance of this Lease.

(m) **Patriot Act.** Landlord and Tenant represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party hereby agrees to defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

(n) **Signage.** Tenant may not install, affix or cause to be installed or affixed, any signage on or about the Premises or the Building without Landlord's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned. If Landlord allows Tenant to install any signage on the Premises or the Building, Tenant may, at Tenant's cost and expense: (i) affix, maintain and repair the signage in good condition and in compliance with all applicable laws, codes and ordinances affecting the Premises; (ii) procure all necessary approvals and permits for such signage as required by any governmental or quasi-governmental entity having jurisdiction over the Premises; and (iii) prior to the Expiration Date or earlier termination of this Lease, remove such signage and restore the area affected by such removal to the condition as it existed prior to the installation of the signage.

IN WITNESS WHEREOF, each Party hereto has executed this Lease under seal the day and year first above written.

LANDLORD:

VILLAGE OF WINNETKA

By: _____
Robert M. Bahan, Village Manager

TENANT:

HOFHERR MEAT DEPOT

By: _____
Signature

Title

By: _____
Signature

Name & Title of Signatory



Hofherr Meat Depot

754 Elm St.

Winnetka, Illinois

Proposal: September 26, 2024

Mission Statement

Sean and Arielle Hofherr, as owners/proprietors of Hofherr Meat Co., a full service butcher/deli/specialty grocer located in Northfield, IL, propose to expand their footprint in the 60093 with Hofherr Meat Depot. This "Depot" (a throwback!) aims to provide a selection of curated, quick-serve goods, available for purchase to both residents and commuters, coupled with providing the ability to place/pick up specialized orders. This brick and mortar presence in Winnetka will continue to establish our trusted brand, and further our partnership with the village, as additional expansion opportunities arise. The Depot will incorporate aspects of the existing Cafe Fleurette, including freshly baked breads and pastries, along with the transfer of ownership from the current owner, John McGrath, to Sean and Arielle Hofherr, upon village approval.

Hours of Operation

- Monday - Friday : 7am-6:30pm
- Saturday : 8am-6:30pm

Offerings - QR Code Menu to Place Order in Advance

- Bread and Pastry Program Cafe Fournette
- Coffee program with Metric Coffee
 - High quality, locally roasted beans
 - Regular and decaf
- Cold beverage cooler
 - Cold brew coffee
 - Water
 - Juice, soda, etc.
- Carefully curated selection of grab and go items
 - Pre-packaged in vacuum seal bags at the butcher shop location in Northfield.
 - Butcher shop staples in a 2 to 4 foot case. Fan favorites including Smoked Cheddar Bratwurst, Flat Iron Steaks, 1-lb Packages of Ground Beef, etc.
 - Pick up hub for butcher shop orders: Orders fulfilled at Northfield location and delivered to Depot for customer pick up.
- One breakfast or lunch sandwich
 - Ready-made, prepped at the Northfield location.
- Bodega staples
 - Newspapers
 - Gum
 - Granola Bars

Staffing

- 1 to 2 staff members at all times during hours of operation.
- All staff members handling food preparation are food safe certified.