

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
December 3, 2019
7:00 p.m.

Emails regarding any agenda item are welcomed. Please email contactcouncil@winnetka.org, and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure under the Freedom of Information Act.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) December 10, 2019 Study Session
 - b) December 17, 2019 Regular Meeting
 - c) January 7, 2020 Regular Meeting
- 4) Public Comment
- 5) Gasoline-Powered Leaf Blower Presentation
- 6) Reports
- 7) Approval of Agenda
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10) Old Business: None.	
11) New Business: None.	
12) Appointments	
13) Closed Session	
14) Adjournment	

NOTICE

All agenda materials are available at villageofwinnetka.org (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village's web site: <http://www.villageofwinnetka.org/government/village-videos/>.

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 – Megan Pierce, at 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
November 5, 2019**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, November 5, 2019, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 p.m. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, John Swierk, and Anne Wedner. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter Friedman, Director of Water & Electric Brian Keys, Police Chief Marc Hornstein, Fire Chief Alan Berkowsky, Deputy Fire Chief John Ripka, Community Development Director David Schoon, and approximately 35 persons in the audience.
- 2) Pledge of Allegiance. Trustee Dearborn led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) November 12, 2019 Study Session. All of the Council members present said they expect to attend.
 - b) November 19, 2019 Regular Meeting. All of the Council members present said they expect to attend.
 - c) December 3, 2019 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Dearborn reported on the status of the State's pension reform Act.
 - b) Attorney. None.
 - c) Manager. Manager Bahan announced that Assistant Village Manager Megan Pierce would be leaving Winnetka on November 21 to accept the position of Economic Development Director in Louisville, CO.
 - d) Village President. President Rintz announced that the Village would hold its annual tree lighting ceremony on December 6; the event is moved to Dwyer Park this year.
- 6) Approval of the Agenda. Trustee Cripe, seconded by Trustee Swierk, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agendaa) Village Council Minutes.i) October 1, 2019 Regular Meeting.ii) October 10, 2019 Study Session.iii) October 15, 2019 Regular Meeting.b) Approval of Warrant List dated October 11-31, 2019 in the amount of \$1,529,552.26.c) Resolution No. R-81-2019: Adopting Updated Cook County Hazard Mitigation Plan (Adoption).d) Resolution No. R-82-2019: Purchase of Police Vehicle (Adoption).

Trustee Cripe, seconded by Trustee Lanphier, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

8) Patient Rescue Recognition. Chief Berkowsky explained that first responders from several different agencies coordinated a lifesaving rescue in Kenilworth, and they are being honored tonight. He introduced Sara Van Dusseldorp, EMS system coordinator for AMITA Health at Saint Francis Hospital in Evanston. Ms. Van Dusseldorp said the first responders used their training to achieve a positive outcome for the patient in the incident. She noted that it was a perfect example of how things should work: the dispatcher gave direction to bystanders who were conducting CPR; the police officers responding to the scene used their AED equipment; and paramedics continued with advanced care on the way to the hospital.

Deputy Chief Ripka explained that a visitor from New Jersey was playing basketball with friends in Kenilworth and went into cardiac arrest. One friend began CPR immediately, and another called 911. The event was coordinated by the dispatcher in Glenview, and aided by responses from Winnetka and Kenilworth police officers, ambulance crews from Wilmette and Winnetka fire departments, and hospital staff at St. Francis Hospital. The patient had a full recovery as a result of the actions of bystanders, dispatchers and public safety officers.

The following first responders were honored for their lifesaving efforts:

- RED Center 911 Telecommunicator: Matt Rutledge
- Winnetka Police: Officer Hellwig
- Kenilworth Police: Sergeant Padilla
- Winnetka Fire: Captain Tom Hutchison; Lieutenant Andy MacArthur; Lieutenant Scott Michehl; Firemedics Chris Kopecky, Johnny Sengmany, and Jack Poplawski.

9) Winnetka Music Festival. Scott Myers, an organizer of the Winnetka Music Festival, said planning is underway for the 2020 festival. He explained that plans include improved food options and better marketing, along with a proposed expanded ticketing program which would protect the promoter in the event of inclement weather that negatively impacts attendance at the festival.

The Council discussed the proposal, and some concerns were expressed about inhibiting attendance and/or inconveniencing residents who wish to shop or dine downtown during the

festival. A request was made for an accounting of Village in-kind expenses associated with the music festival, over and above the sponsorship amount. General agreement was reached to let the promoters plan the event and perhaps develop a plan for freedom of movement in the downtowns during the festival. The Council also agreed it wished to once again sponsor the Winnetka Music Festival in 2020.

10) Ordinances and Resolutions.

- a) Resolution No. R-80-2019: Approving a Pole Attachment License with Chicago Wireless SMSA, d/b/a Verizon Wireless (Adoption). Mr. Keys explained that the Small Wireless Facilities Deployment Act requires municipalities to allow small cell facilities to be fixed to the local government's utility poles. The Subject Resolution would approve an agreement establishing the terms and conditions for deployment of the small cell facilities. Each such agreement will include an identification sheet showing the sites in Winnetka where a small cell facility permit has been issued. The Subject Resolution also gives authority to the Village Manager to approve future agreements substantially in the form presented in Resolution No. R-80-2019.

After the Council briefly discussed the agreement, President Rintz called for public comment.

Marc Hecht, Spruce Street. Mr. Hecht asked if AT&T had plans to enter into such an agreement. Mr. Keys explained that the Village has not yet been approached by AT&T for use of its utility poles.

There being no further comment or discussion, Trustee Swierk, seconded by Trustee Cripe, moved to adopt Resolution No. R-80-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

- b) Resolution No. R-83-2019: Approving 2019 - 2022 Agreement between the Village of Winnetka and the Metropolitan Alliance of Police (Adoption). Ms. Pierce reviewed the negotiating process with the Metropolitan Alliance of Police (MAP) and identified the key contract terms.

Trustee Dearborn thanked Ms. Pierce for her hard work on negotiating the contract, which is a fair agreement for both the public safety employees and the Village.

There being no public comment or further Council discussion, Trustee Wedner, seconded by Trustee Dearborn, moved to adopt Resolution No. R-83-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

- c) Resolution No. R-84-2019: Approving an Agreement with The Lakota Group for Comprehensive Plan Services (Adoption). Mr. Schoon explained that the Comprehensive Plan (Plan) evaluation committee recommends The Lakota Group (Lakota) to help with developing a new Plan, citing their superior community engagement plan and knowledge of local issues.

Trustee Wedner asked how the Village's Plan could be implemented in the absence of working with schools, parks and other local taxing agencies.

Scott Freres, Lakota President, explained that creation of a Comprehensive Plan falls under State authority and is always developed by the municipal entity. The job of a consultant is to include engagement with the other local bodies, and to develop an integrated Plan that looks to the future in five, ten, and twenty year increments.

There was a discussion about the cost of the project. Mr. Schoon explained that Village staff worked with Lakota to refine the budget and reduce costs where possible. President Rintz added that the selection committee analyzed the cost estimates and worked hard to contain expenditures.

President Rintz called for public comment.

Elisha Gray, 1125 Spruce Street. Mr. Gray encouraged Lakota to study the Green Bay Trail and to incorporate it into the overall Plan.

Trustee Swierk, seconded by Trustee Cripe, moved to adopt Resolution No. R-84-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

11) Old Business. None.

12) New Business.

- a) 714 – 740 Elm Street & 511-515 Lincoln Avenue- CA Residential LLC Planned Development Concept Plan Review, Case No. 2019-34-PD (Information Only). Trustee Cripe recused himself and stepped down from the dais.

Mr. Schoon explained that, under the recently enacted Planned Development (PD) process, the concept review is a first step designed to solicit feedback from the Council and community. No vote is taken during this phase of the process, and if the concept is deemed feasible, a preliminary application process with the Planned Development Commission and Design Review Board would be the next step. He noted that the public is given the opportunity to comment at all phases of the application process.

Next, Mr. Schoon described the Subject Property, gave the background of the One Winnetka Planned Development process and explained that two options would be presented for review. He introduced the applicant, Sean Spellman of CA Residential, LLC; and project architect John Myefsky of Myefski Architects.

Mr. Spellman gave an overview and history of CA Ventures. He noted that the rental market is currently in growth mode to keep up with demand.

Mr. Myefsky reviewed his firm's experience, which includes homes on the North Shore, mixed use projects, and several Wintrust Banks. He reviewed the two options:

- Option 1: Mixed use development consisting of 19,230 square feet of commercial space (including 4,095 of office space along Lincoln Avenue); 135 residential rental units; and 156 parking spaces both at-grade and below-ground.
- Option 2: Mixed use development consisting of 21,050 square feet of commercial space (including 4,094 of office space along Lincoln Avenue); 168 residential rental units; and 184 parking spaces both at-grade and below-ground.

President Rintz called for public comment.

Ron White, Cherry Street. Mr. White recommended matching the proposal's architecture to the surrounding English Tudor-style buildings and said the last two floors should be a glass dome or interior courtyard.

Marc Hecht, Spruce Street. Mr. Hecht said the Council needs to ask itself two questions: (i) what was learned from the One Winnetka Process; and (ii) what can be done to prevent something like that from happening again? He commented that the new proposal is worse than One Winnetka was in terms of density and congestion impact, and he urged the Council not to encourage moving ahead with the proposed development.

Frank Petrek, 711 Oak Street. Mr. Petrek noted that the two previous planned development proposals for this site had problems with height, density and design, and a failure to consider what would be compatible with the neighborhood vs. what the needs of the developer are.

Louise Holland, 545 Oak Street. Ms. Holland said the area is the most historic neighborhood in Winnetka, and to have a development of this scale looming over the district would be wrong. In addition, the eastern portion of the development area would essentially become an alley due to the parking garage ingress and egress.

Mary Nelson, Chief Operating Officer of Hadley Institute. Ms. Nelson expressed safety concerns for the Institute's visitors and staff and asked how the stormwater runoff would be handled so as not to affect properties to the east of the proposed development.

Jude Offerle, Fuller Lane. Ms. Offerle said there is too much rental proposed in the two options to be absorbed in Winnetka; she added that the question is what could be built that would work in this area.

Pat Balsamo, Cherry Street. Ms. Balsamo asked for a more traditional and aesthetically design of any new development.

Nan Greenough, Maple Street. Ms. Greenough said both options are too big, too tall, and too dense. She questioned the need for such a sizeable development other than for investors to recoup their investments.

Wally Greenough, Maple Street. Mr. Greenough commented that this is a good test for the new PD procedure, and he recommended putting the brakes on the proposal as it is too large and too dense, and not at all reasonable.

Trustee Wedner expressed satisfaction that the new PD process gives the Village an avenue to communicate with prospective developers at an early stage. She noted that no study has been done showing a need for rental properties in Winnetka - and added that a PD should be solving problems for the community in which it is situated. Finally, she called for a more creative solution in the East Elm district other than a large, high-density property.

Trustee Lanphier did not think the proposal is site sensitive or respectful of neighbors, nor does it fit in well with the downtown area. She called for a creative proposal that fills a need in the area.

Trustee Swierk agreed that the proposal is too big, too dense, needs articulation, and does not include enough parking. As Winnetka is not a campus community, he did not see a public benefit to approving such a project.

Trustee Dearborn said although CA Ventures and Myefsky Architects are reputable firms, this proposal repeats the concerns of the One Winnetka project. He joined his fellow Trustees in calling for a more creative proposal that is more in keeping with the community.

Trustee Coladarci agreed with the foregoing comments from his fellow Trustees and Winnetka residents that the proposal is too big, too bulky, and out of character with its surroundings.

President Rintz explained that the proposal is a solution to the problem of too much money invested in a property that is overvalued. He recommended facing reality about the value of the property, making adjustments, and proposing a development more in line with the density and character of the area. He said the message has been heard from the community that this proposal is not what residents want, expect, or can support.

11) Appointments:

- a) Trustee Dearborn, seconded by Trustee Coladarci, moved to appoint Faud Khadder to the Police Pension Board for a full term. Mr. Khadder would be replacing Paula Horn, whose term has expired. By voice vote, the motion carried.
- b) Trustee Wedner, seconded by Trustee Cripe, moved to reappoint John O'Malley to another full term on the Police Pension Board.
- c) Trustee Cripe, seconded by Trustee Swierk, moved to reappoint Paul Konstant for another full term on the Design Review Board. By voice vote, the motion carried.
- d) Trustee Lanphier, seconded by Trustee Dearborn, moved to reappoint Kirk Albinson as Chair of the Design Review Board for a full term. By voice vote, the motion carried.
- e) Trustee Coladarci, seconded by Trustee Wedner, moved to reappoint Brad McLane for another full term on the Design Review Board. By voice vote, the motion carried.

12) Closed Session. None.

13) Adjournment. Trustee Dearborn, seconded by Trustee Wedner, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:45 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL STUDY SESSION**

November 12, 2019

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, November 12, 2019, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 p.m. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, Penny Lanphier, and John Swierk. Absent: Trustee Anne Wedner. Also in attendance: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Ben Schuster, Community Development Director David Schoon, Finance Director Tim Sloth, Interim Economic Development Coordinator Liz Dechant, and approximately 13 persons in the audience.
- 2) Public Comment. None.
- 3) 93 Green Bay Road Proposals. Ms. Pierce reviewed the Request for Proposals process for the 93 Green Bay Road parcel. Although there were an estimated 25 inquiries about the land, only two proposals were submitted. Staff has met with both teams to give feedback and help them refine their plans to focus on the concept - including layout, use of building, type of retail, and site access. The two teams, ACS Capital Management and Rovers Custards and Creations, will present their concepts, and then the Council can think about next steps.

ACS Capital Management

Al Stepan introduced himself as the developer of Fred's Garage in Winnetka's Elm Business District. He noted that 93 Green Bay Road is a gateway to Winnetka and he would like to reposition the property and create an opportunity for a restaurant to occupy it - although he does not want to personally operate it. He described a quick-service grab and go type of facility which, due to the proximity to New Trier High School, would not offer liquor service.

Jon Talty, OKW Architects. Mr. Talty reiterated that the corner in question is a gateway to Winnetka and is also included in the Downtown Master Plan. He reviewed the site plan, which would include: (i) closing off the curb cut on Green Bay Road; (ii) reversing the traffic flow of the adjacent Village parking lot to improve the safety of ingress and egress for vehicles visiting the site; (iii) constructing a wall along Green Bay Road which turns the corner onto Winnetka Avenue to anchor the property and provide a barrier to Green Bay Road traffic; and (iv) a 2,500 square foot building with a drop-down piazza that would serve as an open air gathering space with amenities like seating, lighting, and other elements. He said the team is confident that the food operations can be highly successful while activating an underserved portion of the Village.

Mr. Stepan noted that the Indian Hill commuter parking lot could be used in the evenings since it is largely empty after 5:00 PM. He added that he has valuable experience redeveloping a former gas station property, as he redeveloped the former Fred's Winnetka Service Station into a restaurant.

The Council asked questions and discussed the concept plan, including liability questions, parking for customers, and pedestrian traffic flow across the site.

Rovers Custards and Creations

Sasha Djordjevic explained that he was the owner of Chuck Wagon in Wilmette and he would love to expand his business to the 93Green Bay Road site. He introduced his architect, John Manaves, of Scalaplus + Mana Inc.

Mr. Manaves reviewed the site plan and facade schemes, noting that the intent is to blend restaurant and public space for an informal walking experience at the site. The team's vision is to attract students and families in the Indian Hill area to a comfortable public space and a restaurant serving quality food. Pedestrian and cyclist amenities would be added, and possibly a bus shelter along Green Bay Road. Their market analysis has concluded that a restaurant at this location would have enough customers to thrive; and the site would be successful as a place for gathering and recreation.

The Council asked questions and discussed the proposal; then President Rintz called for public comment.

Tom Del Carlo, 66 Abbottsford Road. Mr. Del Carlo said he lives in the area and would be excited to see the site redeveloped. He asked for the Council to consider families in the area in addition to the student population, as his kids are much younger and traffic and safety are his main concerns at the moment. Families in the neighborhood would like a space to spend time in as well as the students from New Trier, and the area does not offer many amenities for neighborhood residents.

President Rintz thanked both respondents and said both presentations contained great ideas. The Council needs to start discussing the finance component, and there will be followup conversations in the near future.

- 4) Closed Session. None.
- 5) Adjournment. Trustee Cripe, seconded by Trustee Swierk, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:33 p.m.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated November 15-27, 2019

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 12/03/2019

Consent: ☒ YES ☐ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☒ Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated November 15-27, 2019 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated November 15-27, 2019.

Attachments:

None.



Agenda Item Executive Summary

Title:

Ordinance No. M-22-2019: Amending a Special Use Ordinance for a Parking Lot at 454-462 Winnetka Avenue (Adoption)

Presenter:

David Schoon, Director of Community Development

Agenda Date:

12/03/2019

☒

Ordinance

☐

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Consent:☒

YES

☐

NO

Item History:

11/19/19 - Village Council introduced Ordinance No. M-22-2019

<https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-20191119.pdf#page=68>

Executive Summary:

On December 3, the Village Council is scheduled to consider adoption of Ordinance M-22-2019 in response to an application submitted by Sabovic Properties LLC (the “Applicant”) as the owner of the property at 454-462 Winnetka Avenue (the “Subject Property”). The Applicant requests approval of an amendment to an existing Special Use Permit, which allows a parking lot in the C-1 Neighborhood Commercial District. The Applicant is requesting an amendment to allow the leasing of 12 parking spaces to non-tenants and tenant affiliates on the Subject Property. The Council discussed this request at its November 19 meeting.

Recommendation:

Consider adoption of Ordinance No. M-22-2019, which would approve an amendment to the existing Special Use Permit to allow the leasing of 12 existing parking spaces to non-tenants and tenant affiliates on the Subject Property.

Attachments:

Attachment 1: Ordinance No. M-22-2019

ORDINANCE NO. M-22-2019

**AN ORDINANCE AMENDING A SPECIAL USE ORDINANCE
FOR THE OPERATION OF A PARKING LOT WITHIN THE
C-1 NEIGHBORHOOD COMMERCIAL DISTRICT OF THE VILLAGE
(454-462 Winnetka Avenue)**

WHEREAS, Sabovic Properties LLC, an Illinois limited liability company ("***Applicant***"), is the owner of the property commonly known as 454-462 Winnetka Avenue, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Subject Property***"); and

WHEREAS, the Subject Property is located within the C-1 Neighborhood Commercial District ("***C-1 District***"); and

WHEREAS, on October 16, 2001, the Council of the Village of Winnetka ("***Village Council***") approved Ordinance No. M-27-2001 ("***Special Use Ordinance***") granting the Applicant (i) a special use permit for the redevelopment of the Subject Property with a parking lot at street level, and (ii) a variation for the expansion and paving of a parking lot without the required landscape buffer; and

WHEREAS, the approvals of the special use permit and variation granted by the Special Use Ordinance were conditioned on the Subject Property not being used to rent parking spaces to anyone but residents, commercial tenants, and employees of the Subject Property; and

WHEREAS, the Applicant now desires to rent parking spaces on the Subject Property to individuals other than residents, commercial tenants, or employees of the Subject Property; and

WHEREAS, on September 11, 2019, the Applicant filed an application for an amendment to its special use permit pursuant to Section 17.40.020.B and Chapter 17.56 of the "Winnetka Zoning Ordinance," as amended ("***Zoning Ordinance***") to allow the rental of parking spaces to non-tenants or non-employees on the Subject Property ("***Special Use Amendment***"); and

WHEREAS, on October 14, 2019, after due notice thereof, the Zoning Board of Appeals ("***ZBA***") conducted a public hearing on the Special Use Amendment and, by the unanimous vote of the five members then present, recommended that the Village Council approve the Requested Relief; and

WHEREAS, on October 23, 2019, after due notice thereof, the Plan Commission met to consider whether approval of the Special Use Amendment is consistent with "Winnetka 2020," the Winnetka comprehensive plan ("***Comprehensive Plan***") and standards for special uses, and found, by the unanimous vote of the six voting members then present, that approval of the Special Use Amendment is consistent with the Comprehensive Plan and standards for special uses; and

WHEREAS, the Village Council has determined that approval of the Special Use Amendment satisfies the standards for the approval of special use permits within the C-1 District set

forth in Chapter 17.56 and Section 17.40.020.B of the Zoning Ordinance and is in the best interest of the Village and its residents;

NOW, THEREFORE, the Council of the Village of Winnetka do ordain as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Section 1 as the findings of the Council of the Village of Winnetka, as if fully set forth herein.

SECTION 2: APPROVAL OF SPECIAL USE AMENDMENT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Special Use Amendment is hereby granted, pursuant to Chapter 17.56 and Section 17.40.020.B of the Zoning Ordinance and the home rule powers of the Village.

SECTION 3: CONDITIONS. The Special Use Amendment granted by Section 2 of this Ordinance is subject to, and contingent upon, compliance by the Applicant with the following conditions:

- A. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- B. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- C. **Compliance with Plans.** The development, use, and maintenance of the Parking Lot at the Subject Property must be in strict accordance with the Parking Plan submitted by the Applicant, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B (“Parking Plan”)**, except for minor changes and site work approved by the Director of Community Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards.
- D. **Parking Space Restrictions.** The Subject Property may only be used subject to the following parking space restrictions:
 - 1. The Applicant may only rent twelve spaces to non-tenants or non-employees at any given time, and the leases for such spaces must be written such that the Applicant has the ability to terminate the leases with 30-day notice so as to make the spaces available for residents, commercial tenants, or employees of the Subject Property;

2. The Applicant must post a sign in the parking space noted as Space B in the Parking Plan that provides, “Compact Cars Only,” and may not rent out such space in a manner that is inconsistent with such posted notice; and
3. The Applicant may not rent or otherwise cause a vehicle to be parked in the parking space noted as Space A in the Parking Plan.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the Special Use Amendment granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Special Use Amendment granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENT OF SPECIAL USE PERMIT. Any further amendments to the Special Use Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this ____ day of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2019.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2019.

Introduced: November 19, 2019

Passed and Approved: _____, 2019

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:

THAT PART OF LOT 6 LYING EASTERLY OF A LINE DRAWN PARALLEL TO AND 45 FEET NORTHEASTERLY FROM (MEASURED THE RIGHT ANGLES TO), THE WESTERLY LINE OF SAID LOT 6 IN OWNERS SUBDIVISION OF LOTS 1,2,3,4 AND 5 IN BLOCK 3, OF TEMPEL'S RESUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST• OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILWAY RIGHT OF WAY AND NORTH OF THE VILLAGE LIMITS OF KENILWORTH, COOK COUNTY, ILLINOIS; IN BOOK OF PLATS 98, PAGE 9, FILED AS DOCUMENT 4133672.

PARCEL 2:

LOT 7 AND 8 (EXCEPT THE WEST 45 FEET OF THE NORTH 56.16 FEET OF LOT 8 AND' EXCEPT ALL THAT PART OF LOT 7 AND LOT 8 (EXCEPT THE NORTH 56:16 FEET OF SAID LOT 8) LYING WESTERLY OF A LINE DRAWN PARALLEL TO AND 45 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOT 7 (MEASURED AT RIGHT

ANGLES) IN OWNERS SUBDIVISION OF LOTS 1,2,3,4 AND 5 IN BLOCK 3, OF TEMPEL'S RESUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST• OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILWAY RIGHT OF WAY AND NORTH OF THE VILLAGE LIMITS OF KENILWORTH, COOK COUNTY, ILLINOIS; IN BOOK OF PLATS 98, PAGE 9, FILED AS DOCUMENT 4133672.♦♦

PARCEL 3:

THAT PART OF LOT 6, LOT 7 AND LOT 8(EXCEPT THE NORTH 56.16 FEET OF SAID LOT 8) IN OWNERS SUBDIVISION LYING WESTERLY OF A LINE DRAWN PARALLEL TO AND 45 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOT 7 (MEASURED AT RIGHT ANGLES) AND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 6, DISTANT 10 FEET EASTERLY OF MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID SUBDIVISION; THENCE NORTHWESTERLY ON A STRAIGHT LINE PARALLEL WITH AND 10.0 FEET EASTERLY OF MEASURED AT RIGHT ANGLES, TO THE SOUTHWESTERLY LINE OF SAID SUBDIVISION, 187.52 FEET TO A POINT; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 8.75 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 1.25 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID SUBDIVISION; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL STRAIGHT LINE TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 8, SAID WEST LINE BEING ALSO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13

EAST OF THE THIRD PRINCIPLE MERIDIAN, IN OWNERS SUBDIVISION OF LOTS 1,2, 3,4 AND 5 IN BLOCK 3 OF TEMPEL'S RESUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST• OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILWAY RIGHT OF WAY AND NORTH OF THE VILLAGE LIMITS OF KENILWORTH, COOK COUNTY, ILLINOIS; IN BOOK OF PLATS 98, PAGE 9, FILED AS DOCUMENT 4133672.♦♦

PARCEL 4:

ALL THAT PART OF -THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 41.25 FEET EASTERLY OF THE EASTERLY RIGHT OF WAY OF THE CHICAGO NORTHWESTERN RAILWAY COMPANY, MEASURED AT RIGHT ANGLES THERETO.

PARCEL 5:

THE WEST 45 FEET OF THE NORTH 56.16 FEET OF LOT 8 IN OWNER'S SUBDIVISION (HEREINAFTER DESCRIBED) THAT PART OF LOT 6, LOT 7 AND LOT 8 (EXCEPT THE NORTH 56.16 FEET OF SAID LOT 8) IN OWNERS SUBDIVISION LYING WESTERLY OF A LINE DRAWN PARALLEL TO AND 45 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOT 7 (MEASURED AT RIGHT ANGLES) AND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 6, DISTANT 10.0 FEET EASTERLY OF MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID SUBDIVISION; THENCE NORTHWESTERLY ON A STRAIGHT LINE PARALLEL WITH AND 10.0 FEET EASTERLY OF MEASURED AT RIGHT ANGLES, TO THB SOUTHWESTERLY LINE OF SAID SUBDIVISION, 187.52 FEET TO A POINT; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 8.75 FEET TO A POINT IN LINE WHICH IS PARALLEL WITH AND 1.25 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID. SUBDIVISION; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL STRAIGHT LINE TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 8, SAID WEST LINE BEING ALSO THE EAST LINE OF THB NORTHWEST'^ 1/4 OF SECTION 28, TOWNSHIP 42 NORTH; RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN OWNERS SUBDIVISION OF LOTS 1,2,3,4 AND 5 IN BLOCK 3 OF TEMPEL'S RESUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST• OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILWAY RIGHT OF WAY AND NORTH OF THE VILLAGE LIMITS OF KENILWORTH, COOK COUNTY, ILLINOIS; IN BOOK OF PLATS 98, PAGE 9, FILED AS DOCUMENT 4133672.

Commonly known as 454-462 Winnetka Avenue, Winnetka, Illinois.

PIN: 05-28-200-001; 05-28-200-002; 05-28-200-039; 05-28-103-117

EXHIBIT B
PARKING PLAN

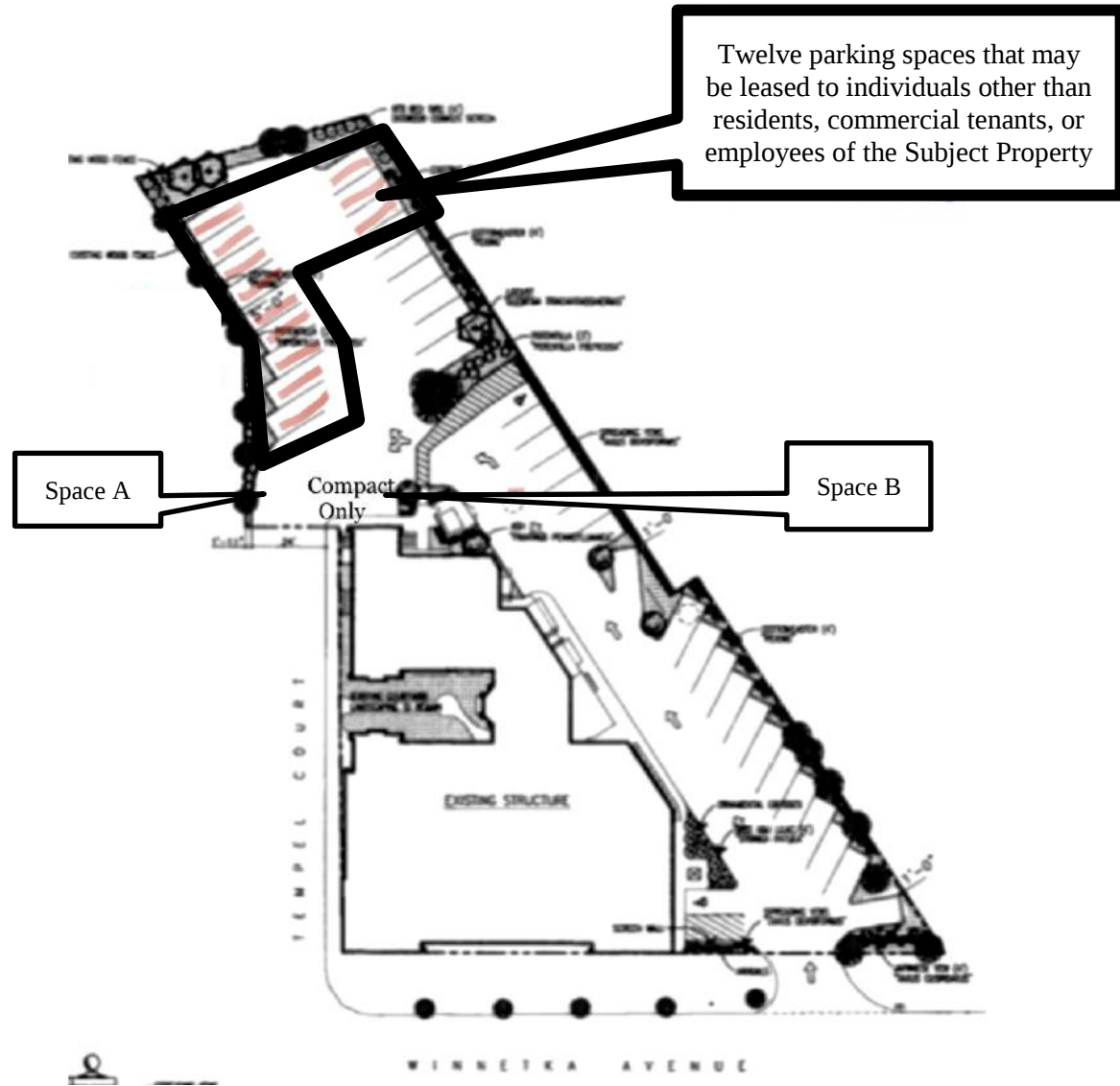


EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois ("**Village**");

WHEREAS, Sabovic Properties LLC, an Illinois limited liability company ("**Applicant**"), desires to operate a parking lot located at 454-462 Winnetka Avenue in the Village ("**Subject Property**"); and

WHEREAS, on October 16, 2001, the Council of the Village of Winnetka ("**Village Council**") approved Ordinance No. M-27-2001 ("**Special Use Ordinance**") granting the Applicant (i) a special use permit for the redevelopment of the Subject Property with a parking lot at street level, and (ii) a variation for the expansion and paving of a parking lot without the required landscape buffer; and

WHEREAS, the approvals of the special use permit and variation granted by the Special Use Ordinance were conditioned on the Subject Property not being used to rent parking spaces to anyone but residents, commercial tenants, and employees of the Subject Property; and

WHEREAS, Ordinance No. M-22-2019, adopted by the Village Council on November 19, 2019 ("**Ordinance**"), grants an amendment to the Special Use Ordinance to permit the Applicant to rent parking spaces on the Subject Property to individuals other than residents, commercial tenants, or employees of the Subject Property ("**Special Use Amendment**"); and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant does hereby agree and covenants as follows:

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Special Use Amendment for the Subject Property.

5. The Applicant hereby agrees to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: _____, 2019

ATTEST: **SABOVIC PROPERTIES LLC**

By: _____ By: _____

Its: _____



Agenda Item Executive Summary

Title: Resolution No. R-89-2019; Waiving Bidding and Approving A Contract With Fairbanks Morse LLC For Repairs To Diesel Generator Turbocharger (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 12/03/2019

Consent: ☒ YES ☐ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

The Electric Plant contains two diesel generators installed in 1978. Both units were manufactured by Fairbanks Morse Engine and produce 2.5 MW of electricity. The units are referenced as Unit #8 and Unit #9. Each of the diesel generators has two turbochargers. In early 2019, a Fairbanks Morse Technician was on-site to inspect the turbocharger units and assist with other planned maintenance work. The inspection identified the need for reconditioning work to be performed on one unit's turbochargers. On October 15, 2019, the Village Council approved reconditioning one unit in accordance with the Electric Fund Budget.

Executive Summary:

At the October 15 Council Meeting, the Council adopted Resolution No. R-78-2019, to waive bidding and approve a contract with Fairbanks Morse LLC for repair to one of the diesel generator turbochargers. Staff received approval to send one turbocharger to Fairbanks Morse LLC for reconditioning in November 2019 along with approval to order the ancillary parts (i.e. bolts, gaskets, etc.) to support the reconditioning of the second turbocharger in early 2020.

The 2020 Electric Fund Budget contains \$30,000 (account #500.41.29-567) for reconditioning the second turbocharger. Based on the proposal from the OEM, Fairbanks Morse, the cost to recondition a single turbocharger is \$27,530. The turbocharger will be removed and sent to the vendor in December with an anticipated return to Winnetka in January 2020.

Both diesel generating units at the Electric Plant are under contract with IMEA. Unit #9 is currently under a scheduled a maintenance outage with IMEA for the repair work.

Resolution No. R-89-2019 authorizes the Village President and Village Clerk to execute and attest a contract with Fairbanks Morse LLC.

Recommendation:

Consider adoption of Resolution No. R-89-2019, to waive bidding and approve a contract with Fairbanks Morse LLC for repair of a diesel generator turbocharger.

Attachments:

Resolution No. R-89-2019

Exhibit A: Contract with Fairbanks Morse

- Exhibit A: Proposal with replacement parts listing
- Exhibit B: 2019 Fairbanks Morse LLC Standard Services Terms and Conditions

**A RESOLUTION WAIVING BIDDING AND
APPROVING A CONTRACT WITH FAIRBANKS MORSE, LLC
FOR REPAIRS TO A DIESEL GENERATOR TURBOCHARGER**

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, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village’s Electric Plant operates two generators (individually referred to as “**Generator**”) manufactured by Fairbanks Morse, and installed in 1978; and

WHEREAS, on October 15, 2019, the Village adopted Resolution No. R-78-2019 to approve a contract with Fairbanks Morse LLC of Houston, Texas (“**Contractor**”) for the repair and reconditioning of one of the Generator’s turbochargers; and

WHEREAS, the Village Water and Electric Department has determined that for the Generator to continue operating efficiently, the Generator’s second turbocharger unit must be removed and reconditioned (“**Services**”); and

WHEREAS, the Village desires to perform, and has budgeted for, the Services on the second Generator turbocharger; and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and in accordance with Section IV.3.D of the Village’s Purchasing Manual, the bidding requirements may be waived for contracts for supplies and services available from a single source, and which by their nature are not adaptable to competitive bidding; and

WHEREAS, the Contractor is the only company that readily provides the Services; and

WHEREAS, the Village desires to enter into an agreement with Contractor to provide the Services (“**Contract**”) in an amount not to exceed \$27,530.00; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Contract with Contractor;

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: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Services.

SECTION 3: APPROVAL OF CONTRACT. The Village Council approves the Contract in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. 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 Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this 3rd day of December, 2019, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA
CONTRACT FOR ENGINE REPAIRS

This **CONTRACT FOR ENGINE REPAIRS ("Contract")** is dated as of the ____ day of ____, 2019 ("**Effective Date**"), and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **FAIRBANKS MORSE LLC**, of 12253 FM 529, Houston, Texas 77041 ("**Vendor**").

1. Contract for Repair Services

A. Purchase of Services. The Village shall send to Vendor a turbocharger ("**Equipment**") for servicing and repair ("**Services**") in accordance with the proposal attached as **Exhibit A ("Proposal")**. Vendor shall not replace any parts until agreed upon by the Village, and upon completion of the Services, Vendor ship the repaired Equipment back to the Village at Village's cost, unless otherwise stated in Exhibit A.

The Services shall be provided in accordance with the Vendors 2019 Standard Service Terms and Conditions attached hereto as **Exhibit B** which are incorporated herein by reference.

B. Delivery Address. The Equipment must be delivered by Vendor to the following address:

Village of Winnetka
725-735 Tower Road
Winnetka, IL 60093

C. Performance Standards. The Vendor agrees that the Services and any replacement parts for the Equipment will comply strictly with the specifications identified in the Proposal. If this Contract specifies a part by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Village requires for the part. However, the Vendor may propose to replace a part with a different brand that is different than in the Proposal, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the part specified.

D. Option to Extend Services. The Village shall have the right, at its option, to provide to Vendor a second turbocharger ("**Additional Equipment**") for Services, which Services shall be provided by Vendor in accordance with the terms of this Contract in the same manner as the Services for the Equipment; provided that the pricing for the Additional Equipment Services will be mutually agreed upon by the Village and Vendor.

2. Pricing

A. Contract Price. The Proposal contained in Exhibit A is an estimate only. The Vendor shall return the Equipment to the Village and complete the Services in accordance with the Proposal. Notwithstanding anything to the contrary above, in the event the scope of the Services changes due to the actions or decisions of the Village or the actual condition of the Equipment, Vendor reserves the right to modify the Proposal and tender a new proposal for approval by the Village. Notwithstanding the foregoing, the Vendor shall not proceed with the Services, or expending funds that may be reimbursed by the Village in excess of a total price of \$27,530.00 without the prior express written authorization of the Village Manager.

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. The Village is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Proposal. If the Village provides Vendor with a tax exemption certificate acceptable to the appropriate taxing authorities, all claims or rights to claim any additional compensation by reason of the payment of any such tax will hereby be waived and released; and
2. No other applicable federal, state, and local taxes of any kind and nature applicable to the Services are included in the Proposal. The Village will reimburse Vendor for any taxes that are not exempt.

3. Contract Time

The Vendor shall return the Equipment to the Village at the Delivery Address and complete the Services on the Equipment as mutually agreed upon by the Village and Vendor, but in no event later than January 22, 2020, unless

otherwise agreed by the parties. The date for Services related to the Additional Equipment will be mutually agreed upon by the Village and Vendor.

4. **Vendor's Representations and Warranties**

The Vendor represents and warrants as follows:

A. **Compliance with Laws.** All Services, and all of their components shall comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

B. **Not Barred.** The Vendor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

C. **Qualified.** The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to complete the Services.

5. **General Provisions**

A. **Reliance.** The Vendor acknowledges and agrees that the Village is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. **Relationship of the Parties.** The Vendor shall act as an independent contractor in completing the Services. Nothing in, nor done pursuant to, this Contract shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Vendor; or (2) to create any relationship between the Village and any subcontractor of the Vendor.

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

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

2. **Termination of Contract by Village.** The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract after the effective date of termination. Notwithstanding anything to the contrary above, the Village will be responsible to pay Vendor for any work already performed by Vendor at the time of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Vendor, any and all costs, including attorneys' fees and administrative

expenses, incurred by the Village as the result of any Event of Default by the Vendor or as a result of actions taken by the Village in response to any Event of Default by the Vendor.

D. Notice. All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Contract, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 5.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Brian Keys, Director of Water & Electric

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

Fairbanks Morse LLC
12253 FM 529
Houston, Texas 77041
Attention: Gary Bennett, Senior Service Supervisor

E. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the Village, the Vendor, and their agents, successors and assigns.

F. Remedies. Each of the rights and remedies reserved to the Village in this Contract are cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

G. Time. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time excluding Sundays.

H. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village; nor any information or data supplied by the Village; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any product by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Services, nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Vendor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

I. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

J. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

K. Assignment. Neither this Contract, nor any interest herein, shall be assigned, in whole or in part, by the Vendor except upon the prior written consent of the Village.

L. Governing Law. This Contract shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. All judicial actions relating to any interpretation,

enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal courts shall be brought in the United States District Court of the Northern District of Illinois.

M. Exhibit. Exhibits A and B attached to this Contract are, by this reference, incorporated in and made a part of this Contract. In the event of a conflict between the text of Exhibit A, and the text of this Contract, the text of this Contract will control. In the event of a conflict between the text of Exhibit B (Vendors 2019 Standard Service Terms and Conditions) and the text of this Contract, the text of this Exhibit B will control.

IN WITNESS WHEREOF, the Village and the Vendor have executed this Contract.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

FAIRBANKS MORSE ENGINE

By: _____

By: _____

Title: _____

Its: _____



FAIRBANKS MORSE, LLC
12253 FM 529
HOUSTON, TX 77041
Tel: 713 896 9455
Fax: 713 744 8324
www.fairbanksmorse.com

Quote to:

WINNETKA VILLAGE OF
ATTN: ACCOUNTS PAYABLE
510 GREEN BAY ROAD
WINNETKA, IL 60093
United States
Attn: CHRISTOPHER MATSUDA Fax:

COMMERCIAL QUOTATION			
Quote Number	80140330	Revision Date	
Quote Date	27-AUG-19	Page	1 of 3
Customer Ref	Exhaust & INJ Pump parts	Customer Req.	80140330 REVISION 1 8/30/19
Payment Terms	NET 30	Freight Terms	Buyer pays freight
F O B	Shipping Point	Currency	USD
Sales Rep	RADEAN, NICK		

PO Item	Item	Qty	Unit	Part Number	Description	RV	Availability to Ship (days)*	Unit Price	Extended
001	1.1	34	EACH	16700435	BOLT, EXT ELBOW TO T est. item weight = 20Z. each.		20	\$43.60	\$1,482.40
002	2.1	1	EACH	11856806	GASKET est. item weight = 5 OZ. each.		20	\$201.86	\$201.86
003	3.1	16	EACH	16706603	GASKET, EXHAUST MANI est. item weight = .5 OZ. each.		20	\$20.45	\$327.36
004	4.1	8	EACH	91124695	NUTS, HIGH TEMP HEA est. item weight = .3 LBS. each.		20	\$3.39	\$27.12
005	5.1	8	EACH	16702969	BOLT, HEX HD 3/8-16X est. item weight = 5 OZ. each.		20	\$35.97	\$287.76
006	6.1	6	EACH	16700441	BOLT, EXH MAN EXT CA est. item weight = 3 OZS. each.		60	\$62.11	\$372.66
007	7.1	6	EACH	16700442	BOLT, EXH MAN EXT CA		20	\$105.06	\$630.36
008	8.1	6	EACH	16701703	HOSE, RUBBER-HEADER		20	\$35.32	\$211.92
009	9.1	12	EACH	92600361N	CLAMPS, WORM DRIVE est. item weight = 10Z. each.		20	\$1.27	\$15.24
010	10.1	8	EACH	10555074	GASKET CAFB2791A est. item weight = -OZ. each.		20	\$2.26	\$18.08
011	11.1	2	EACH	10555038	GASKET-AIR INLET CA est. item weight = 6OZS. each.		20	\$24.02	\$48.04
012	12.1	12	EACH	16100513	GASKET, PUMP DISCH V est. item weight = 5 OZ. each.		20	\$141.28	\$1,695.36
013	13.1	2	EACH	92001035	BUSHINGS, FORGED ST		60	\$1.81	\$3.62
015	15.1	2	EACH	16102300	VALVE, FREEFLOW CHEC est. item weight = 8OZ. each.		20	\$891.08	\$1,782.16
016	16.1	10	EACH	16112362	ELBOW, FITTING-37/DEG		20	\$28.74	\$287.40
017	17.1	1	EACH	MISCOP	MISCELLANEOUS CHARG 16 702 170 REM TURBOCHARGER. REPAIR & RETURN CUSTOMER		60	\$27,530.00	\$27,530.00



FAIRBANKS MORSE, LLC
12253 FM 529
HOUSTON, TX 77041
Tel: 713 896 9455
Fax: 713 744 8324
www.fairbanksmorse.com

Quote to:

WINNETKA VILLAGE OF
ATTN: ACCOUNTS PAYABLE
510 GREEN BAY ROAD
WINNETKA, IL 60093
United States
Attn: CHRISTOPHER MATSUDA Fax:

COMMERCIAL QUOTATION			
Quote Number	80140330	Revision Date	
Quote Date	27-AUG-19	Page	2 of 3
Customer Ref	Exhaust & INJ Pump parts	Customer Req	80140330 REVISION 1 8/30/19
Payment Terms	NET 30	Freight Terms	Buyer pays freight
F.O.B.	Shipping Point	Currency	USD
Sales Rep	RADEAN, NICK		

PO Item	Item	Qty	Unit	Part Number	Description	RV	Availability to Ship (days)*	Unit Price	Extended
018	18.1	1	EACH	MISCOP	MISCELLANEOUS CHARG 16 702 176 REM TURBOCHARGER. REPAIR & RETURN CUSTOMER PROPERTY		60	\$27,530.00	\$27,530.00

* Subject to prior sale, after receipt of order.

FAIRBANKS MORSE ENGINE STRIVES TO CONTINUOUSLY IMPROVE OUR PARTS LEAD TIMES. IF YOU ARE UNHAPPY WITH THE ABOVE QUOTED LEAD TIME, PLEASE CONTACT THE CUSTOMER SERVICE REPRESENTATIVE LISTED BELOW. THANK YOU.

QUOTATION IS VALID FOR 90 DAYS

PRICES F.O.B. FACTORY COMMERCIAL DOMESTIC PACKAGING

PAYMENT TERMS: UNLESS OTHERWISE AGREED UPON IN WRITING, TERMS OF PAYMENT ARE CASH, IN UNITED STATES DOLLARS, IN FULL, WITHIN THIRTY (30) DAYS FROM DATE OF SHIPMENT. A SERVICE CHARGE FOR LATE PAYMENT MAY BE ASSESSED AT AN INTEREST RATE OF 1.5% PER MONTH (OR SUCH OTHER RATE ALLOWABLE BY LAW). ALL ORDERS ARE SUBJECT TO THE APPROVAL OF COMPANY'S CREDIT DEPARTMENT AND COMPANY MAY REQUIRE FULL OR PARTIAL PAYMENT IN ADVANCE.

ITEMS SHOWN IN STOCK ARE SUBJECT TO PRIOR SALE

PLEASE REFERENCE FAIRBANKS MORSE ENGINE QUOTATION NUMBER WHEN PLACING ORDER

PLEASE NOTE: FAIRBANKS MORSE ENGINE HAS A \$50.00 MINIMUM ORDER/SHIPMENT VALUE REQUIREMENT (DOES NOT INCLUDE CERTIFICATION FEES OR FREIGHT CHARGES THAT MAY APPLY)

QUOTATION IS SUBJECT TO THE ACCOMPANYING TERMS & CONDITIONS (BF5398)

Total: \$62,451.34

CONTACT:

GARY BENNETT

FAX:

713-744-8324

SIGNATURE OF FINE AUTHORIZED AGENT

X

Fairbanks Morse Engine

Standard Services Terms and Conditions

Fairbanks Morse Engine ("FM") will invoice customer ("Purchaser") for standard services in accordance with the following Service Rates, Billing Terms and Conditions and General Term and Conditions (collectively, the "Terms"). Unless otherwise expressly agreed by the parties in writing, the Terms shall apply to all services provided by FM to Purchaser and such Terms are subject to change without prior notice. Any sale by FM of engines, parts or other goods shall be subject to FM's standard sales terms and conditions of sale of parts or equipment, as applicable. Notwithstanding the foregoing, any goods and services sold for use at or in connection with a Nuclear Facility or Nuclear Installation shall be subject to FAIRBANKS MORSE ENGINE STANDARD TERMS AND CONDITIONS (NUCLEAR).

SERVICE RATES

Service Level Provider	Standard Hourly Rate (Weekday)	Overtime Hourly Rate (Weekday)	Overtime Hourly Rate (Weekend/Holiday)
Mechanic	\$132	\$200	\$289
Field Service Technician	\$173	\$260	\$375
Technical Representative	\$240	\$361	\$514
Technical Supervisor	\$292	\$437	\$505
Analytical Engineer	\$435	\$652	\$932

BILLING TERMS AND CONDITIONS

- A. Weekday Standard hours are defined as Monday to Friday with an 8-hour shift.
- B. Weekday Overtime hours are defined as Monday to Friday exceeding an 8-hour shift.
- C. Weekend hours are defined as all hours on Saturday or Sunday.
- D. **Holiday hours for 2019** are defined as all hours on January 1, April 19, May 27, July 4, September 2, November 28-29, December 25.
- E. Minimum charge and standby time is four (4) hours (local FME Service Center geographical area) and eight (8) hours (away from local FME Service Center geographical area) at quoted service rates, set forth above.
- F. Travel, lodging, per diem and transportation are invoiced at cost plus 15%.
- G. Travel Time is invoiced at a rate of \$132.00/hour, weekend and holiday travel will be charged at a premium rate.
- H. Per Diem will be charged at \$60 per day or in accordance with Joint-Travel Regulation (JTR), if applicable.
- I. Mileage will be charged at \$0.75 per mile or in accordance with Joint-Travel Regulation (JTR), if applicable.
- J. Minimum charge for on-site Analytical Engineer is two (2) 12-hour-working days at service rates set forth above.
- K. Stand-by time is defined as time where FM service personnel are available to work, but Purchaser requests that FM service personnel not initiate or perform work.
- L. Travel time is defined as the actual time where FM service personnel is en route to/from work site.
- M. Purchaser-furnished lodging accommodations must meet FM standards. FM reserves the right to accept the accommodations or arrange separate accommodations and invoice Purchaser reasonable amounts therefor. Purchaser assumes all charges related with travel time associated with new accommodations to work site.
- N. For service extending at least 30 calendar days, FM reserves the right to relieve and replace existing service personnel.



Fairbanks Morse Engine

Standard Services Terms and Conditions

- O. Unless otherwise agreed in writing, Purchaser shall furnish all materials, supplies, utilities, tools as may be required by FM service personnel to perform agreed upon service work, at agreed upon work site.
- P. Purchaser warrants that all furnished materials, supplies, utilities and tools are in acceptable working condition to perform service work and require acceptance of FM service personnel. Any delays due to condition of Purchaser-furnished materials, supplies, utilities, and tools are charged at the applicable service rates.
- Q. Purchaser may not share FM's Service Rates with a third party without FM's prior written consent.
- R. Purchaser's order will not be subject to cancellation or deferment of scheduled start date without FM's written consent. Upon written cancellation request by Purchaser, service order will be subject to a 25% fee based on the value of the estimate or proposal, or \$1,500.00, whichever is greater. If Purchaser requests cancellation less than thirty (30) days prior to the date on which work from Company is scheduled to commence, the order will be subject to a 50% fee based on the value of the estimate or proposal, or \$5,000.00, whichever is greater. Special items, tooling or subcontractors' charges will be charged at proposed rates plus 25%.
- S. Purchaser shall reimburse FM for any sales, use, value-added, occupation, excise or other tax arising out of the provision of services hereunder or shall provide FM with a tax exemption certificate acceptable to the appropriate taxing authorities.
- T. Unless otherwise agreed upon in writing, terms of payment are cash, in United States Dollars, in full, within thirty (30) days from date of shipment. A service charge for late payment may be assessed at an interest rate of 1.5% per month (or such other rate allowable by law). All orders are subject to the approval of FM's Credit Department and FM may require full or partial payment in advance.

GENERAL TERMS AND CONDITIONS

1. **Acknowledgement and Acceptance.** Unless specifically set forth and agreed to in writing by FM, all articles and services are sold under these Terms only. Any other rates, terms or conditions, including any set forth on Purchaser's purchase order or other document, unless specifically set forth and agreed to in writing by FM, are rejected and shall be deemed inapplicable notwithstanding any provisions in the Purchaser's purchase order or other document to the contrary. In the event Purchaser accepts any articles or services, such performance by Purchaser shall be deemed to be upon all the terms and conditions contained herein.
2. **Delivery.** Except as may be specifically set forth and agreed to in writing by FM, delivery will be F.O.B. point of shipment. Shipping or service dates are estimates which are not guaranteed and are based upon prompt receipt of all necessary information.
3. **Force Majeure.** FM shall in no event be liable for delays or failure to perform caused by fire, acts of God, strikes, labor difficulties, acts of governmental or military authority, delays in transportation or in procuring materials or any other event beyond FM's control.
4. **Warranty.** (a) General. FM warrants to Purchaser that the performance of the services provided hereunder shall be performed in a professional and workmanlike manner. FM further warrants that, to the extent applicable, all services shall be performed in accordance with the written specifications agreed between the parties, if any. Any claim for breach of warranty must be made within 90 days after completion of the service and FM shall have no liability for claims made after such 90-day period. FM's exclusive remedy for warranty claims hereunder shall be: (i) reperformance or rectifying the defective service, or (ii) refund of the price paid for the service at FM's sole discretion. **THESE ARE FM'S ONLY WARRANTIES. FM MAKES NO OTHER WARRANTY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF**



Fairbanks Morse Engine

Standard Services Terms and Conditions

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. As a condition to FM's obligations hereunder for breach of warranty, Purchaser shall offer its reasonable cooperation and assist FM in the course of FM's review of any warranty claim. Anything contained herein to the contrary notwithstanding, in no event shall FM be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any goods, components, parts, software or services which, following delivery or performance by FM, has been subjected to accident, abuse, misapplication, modification, improper repair, alteration, improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Purchaser's specifications or designs or those of its contractors or subcontractors other than FM; (v) defects associated with consumable parts or materials, the lifetime of which is shorter than the warranty period set forth in this Section; (vi) defects associated with Purchaser's specifications or designs or those of its contractors or subcontractors other than FM; (vii) defects resulting from the manufacture, distribution, promotion or sale of Purchaser's own products; (viii) accessories of any kind used by the Purchaser which are not manufactured by or approved by FM or (ix) the cost of any repairs or alterations made by others (including Purchaser) except those repairs or alterations made with its specific written consent.

(b) **Special Provisions for Warranty of Technical Representative Services and Technical Supervisor Services.** Notwithstanding the foregoing, the following provisions shall apply to the warranty as it relates to Technical Representative Services and Technical Supervisor Services where FM is supervising or consulting on work performed by Purchaser or a third party ("**Technical Representative Services and Technical Supervisor Services**"). Purchaser acknowledges that the scope of FM's Technical Representative Services and Technical Supervisor Services is limited to the explicit requirements provided by FM and generally include the following: (i) consulting with and responding to questions from Purchaser, (ii) notifying Purchaser of any material failure to follow written instructions or written materials provided by FM that is observed by FM's technician, (iii) notifying Purchaser of any failure to follow oral instructions provided by FM's technician that the technician becomes aware of, and (v) performing the agreed test procedures and providing the results to Purchaser. Given the limited scope of Technical Representative Services and Technical Supervisor Services, FM's exclusive warranty regarding such services shall be limited to warranty that: (i) its technician's written and oral responses or instructions are in accordance with FM's written manuals, guidelines and instructions and are otherwise consistent with industry standards, and (ii) its technician promptly notified Purchaser of any deficiency or failure that he or she observed consistent with the scope identified in (ii) and (iii) above. Except for the foregoing modified scope of warranty for Technical Representative Services and Technical Supervisor Services, the remaining provisions of Section 4(a) shall apply, including the 90-day limit on warranty claims, the exclusive remedies and exclusions. For the avoidance of doubt, FM shall not be responsible for errors in erection, installation or commissioning that is not performed by FM except to the extent associated with a breach of the limited warranty on Technical Representative Services and Technical Supervisor Services above.

5. Limitation of Liability. IN NO EVENT SHALL FM BE LIABLE FOR SPECIAL, INDIRECT, COLLATERAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF POWER OR PRODUCTION, VESSEL DOWNTIME OR DELAYS, DRY DOCK EXPENSES, OR FOR LOST CHARTERS OR ALTERNATE TONNAGE OR SUBSTITUTE TOWS OR LOSS OF PROFITS. THE REMEDIES OF PURCHASER AS SET FORTH HEREIN, ARE EXCLUSIVE. THE LIABILITY OF FM, ON ANY CLAIM OF ANY KIND, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY EQUIPMENT COVERED BY OR FURNISHED UNDER THIS CONTRACT SHALL IN NO CASE EXCEED THE AMOUNT PAID TO FM BY PURCHASER UNDER THIS CONTRACT FOR THE SERVICES GIVING RISE TO SUCH LIABILITY,



Fairbanks Morse Engine Standard Services Terms and Conditions

AND UPON EXPIRATION OF THE WARRANTY PERIOD ALL SUCH LIABILITY SHALL TERMINATE. THE FOREGOING SHALL CONSTITUTE THE SOLE LIABILITY OF FM. PURCHASER AGREES TO INDEMNIFY AND HOLD HARMLESS FM FROM ALL CLAIMS BY THIRD PARTIES WHICH EXTEND BEYOND THE FOREGOING LIMITATIONS OF FM'S LIABILITY. THE IMMEDIATELY PRIOR SENTENCE SHALL NOT EXTEND TO THIRD-PARTY CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE TO THE EXTENT CAUSED BY FME.

6. **Laches.** Failure of FM to exercise any right or remedy under these Terms shall not be deemed a waiver of such right, nor shall any lien or other right of FM be lost or impaired by laches or in any manner or by any act of failure to act except by payment in full to FM.

7. **Choice of Law; Arbitration.** It is expressly agreed and understood that these Terms shall be governed by and interpreted under the laws of the State of North Carolina, U.S.A. Any dispute arising out of or related to this Agreement shall be subject to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by such arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in English language in Charlotte, North Carolina. The award of the arbitrators will be accompanied by a statement of the reasons upon which the award is based.





Agenda Item Executive Summary

Title: Resolution No. R-86-2019: 2020 Village Budget (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/03/2019

Consent: ☐ YES ☒ NO

☐	Ordinance
☒	Resolution
☐	Bid Authorization/Award
☐	Policy Direction
☐	Informational Only

Item History:

The Village Council held a meeting on October 29 to review the proposed fiscal year 2020 budget.

A Public Hearing was held and Resolution No. R-86-2019 was introduced at the November 19 Council Meeting.

Executive Summary:

The budget will result in an approximately 1.9% increase in costs for municipal services for a typical homeowner consisting of a:

No increase in property taxes (12.61% Village portion of tax bills received in 2019)

8.5% increase in water charges (\$93 annual cost increase on a \$1,096 annual bill)

5.0% increase in sanitary sewer charges (\$21 annual cost increase on a \$412 annual bill)

2.2% increase in residential electric charges (\$60 annual cost increase on a \$2,714 annual bill)

Refuse collection fees, vehicle license fees and most other fees and taxes remain unchanged. The Village will consider adoption of this Resolution at the December 3, 2019 Council Meeting.

Recommendation:

1) Consider adoption of Resolution No. R-86-2019 Adopting the Annual Budget for the Fiscal Year beginning January 1, 2020 and ending December 31, 2020

Attachments:

Resolution No. R-86-2019

RESOLUTION NO. R-86-2019

**A RESOLUTION
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2020
AND ENDING DECEMBER 31, 2020**

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 October 25, 2019, the Village Council placed the proposed, tentative annual budget for the fiscal year beginning January 1, 2020, and ending December 31, 2020, 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, 2019, pursuant to notice published on Thursday, November 7, 2019 in the Winnetka Talk, 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, 2020 and ending December 31, 2020.

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.

ADOPTED this ____ day of _____, 2018, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 19, 2019

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/government/council-members/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-87-2019: Utility Rates and Fees (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/03/2019

Consent: ☐ YES ☒ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

The Village Council held a meeting on October 29 to review the proposed fiscal year 2020 budget.

The Village Council sets utility fees annually by resolution during the budget approval process.

Resolution No. R-68-2018 was introduced at the November 20 Regular Council Meeting.

Executive Summary:

Because of the projected capital needs of the electric, water, sanitary sewer, and refuse utilities, rate adjustments for each are proposed and incorporated in the FY 2020 budget.

Electric rates derived from the Electric Rate Study conducted in 2016-2017 are implemented in the proposed rate resolution. These rate changes include a 2.2% increase in the base rate for a regular residential customer. As per the rate study, rate adjustments are comprised of changes to the volumetric (kWh) rate and the customer charge.

Water rates derived from the Water Rate Study conducted in 2016-2017 are also implemented in the proposed rate resolution. Incorporated, unincorporated, and special service customers will see a rate increase of 8.5% comprised of 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.

Sanitary sewer service volumetric rates are increasing by 5% for all customers in order to offset capital improvements such as I/I repair, trenchless lining, follow-up flow monitoring, and continued funding for the sanitary sewer backup reimbursement program.

Refuse and stormwater sewer fees remain unchanged. The Village will consider adoption of this Resolution at the December 3, 2019 Council Meeting.

Recommendation:

1) Consider adoption of Resolution No. R-87-2019, a Resolution Establishing Rates and Fees Related to Utility Services.

Attachments:

Resolution No. R-87-2019

RESOLUTION NO. R-87-2019

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	\$39.75 per 1,000 cubic feet, as metered
Service outside of corporate limits	\$71.15 per 1,000 cubic feet, as metered
Service to Village of Northfield:	Rate established by agreement approved by resolution of the Village Council
Special Service	\$29.80 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")	\$9.15
One and One Half Inches (1.5")	\$10.80
Two Inches (2")	\$15.35
Three Inches (3")	\$48.75
Four Inches (4")	\$61.15
Six Inches (6")	\$90.00
Eight Inches (8")	\$123.00

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.)	\$95.00 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>
1 1/2" or less	All	\$852	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	All	\$960	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
4"	4"	\$1,535	Making tap, tapping sleeve and valve, and inspection
4"	6"	\$1,775	Making tap, tapping sleeve and valve, and inspection
6"	6"	\$1,880	Making tap, tapping sleeve and valve, and inspection
4"	8"	\$1,880	Making tap, tapping sleeve and valve, and inspection
6"	8"	\$1,985	Making tap, tapping sleeve and valve, and inspection

Water Tap Size	Water Main Size	<u>Fee</u>	<u>Service Included in Fee</u>
8"	8"	\$2,300	Making tap, tapping sleeve and valve, and inspection
4"	10"	\$2,400	Making tap, tapping sleeve and valve, and inspection
6"	10"	\$2,500	Making tap, tapping sleeve and valve, and inspection
8"	10"	\$2,900	Making tap, tapping sleeve and valve, and inspection
4"	12"	\$2,400	Making tap, tapping sleeve and valve, and inspection
6"	12"	\$2,500	Making tap, tapping sleeve and valve, and inspection
8"	12"	\$2,925	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"	\$475
3/4"	\$525
1"	\$625
1 1/2"	\$890
2"	\$990

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	\$95.00
Replacement of Touchpad Wiring	\$265.00

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	\$16.46 Single Phase	\$22.76 Three Phase
Rate 2: Space Heating	\$17.75 Single Phase	\$23.75 Three Phase
Rate 3: Commercial	\$26.50 Single Phase	\$32.80 Three Phase
Rate 4: School and Government (<1000kW)	\$41.50 Single Phase	\$47.80 Three Phase
Rate 4: School and Government (>1000kW)	\$86.50 Single Phase	\$92.80 Three Phase
Rate 6: Water Heating	\$10.00 Single Phase	\$16.30 Three Phase
Rate 7: Large Residential	\$16.46 Single Phase	\$22.76 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	\$0.1340 per kWh
Winter Rate	\$0.1207 per kWh

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

Energy Charge

Summer Rate	\$0.1316 per kWh
Winter Rate	
First 750 kWh	\$0.1196 per kWh
All over 750 kWh	\$0.0813 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	\$15.27 per kW
Winter Rate	
First 50 kW	\$0.00 per kW
All over 50 kW	\$13.91 per kW

Energy Charge

Summer Rate	
First 15,000 kWh	\$0.1301 per kWh
All over 15,000 kWh	\$0.0945 per kWh

Winter Rate

First 15,000 kWH	\$0.1181 per kWH
All over 15,000 kWH	\$0.0945 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	\$14.00 per kW
Winter Rate	\$12.00 per kW

Energy Charge

Summer Rate	
First 100,000 kWH	\$0.0814 per kWH
Over 100,000 kWH	\$0.0703 per kWH
Winter Rate	
First 100,000 kWH	\$0.0740 per kWH
Over 100,000 kWH	\$0.0703 per kWH

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

Demand Charge

Summer Rate

On Peak	\$14.32 per kW
Off Peak	\$9.85 per kW in excess of On Peak Demand

Winter Rate

On Peak	\$12.79 per kW
Off Peak	\$9.85 per kW in excess of On Peak Demand

Energy Charge

Summer Rate

First 100,000 kWH	\$0.0814 per kWH
Over 100,000 kWH	\$0.0703 per kWH

Winter Rate

First 100,000 kWH	\$0.0740 per kWH
Over 100,000 kWH	\$0.0703 per kWH

Load Factor Credit	(\$0.005) per kWH for kWH in excess of 50% based upon the on peak demand
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Rate 6 - Water Heating: (Section 13.08.120 of the Winnetka Village Code)

Energy Charge

Summer Rate	\$0.1268 per kWH
Winter Rate	\$0.1268 per kWH

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

Demand Charge	
Summer Rate	\$13.20 per kW
Winter Rate	\$11.60 per kW
Energy Charge	
Summer Rate	\$0.1003 per kWh
Winter Rate	\$0.0885 per kWh

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

Energy Charge	
Summer Rate	\$0.1241 per kWh
Winter Rate	\$0.1241 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 \$.07 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.)	\$95.00 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	\$95.00
Replacement of Touchpad Wiring	\$285.00

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.)	\$300.00
All other times (Evenings, nights, weekends and holidays)	\$1,004.00

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)	\$9,800
Installation of a 400 Amp service (Includes conduits for communication conductors)	\$21,000

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.

[Remainder of this page intentionally left blank.]

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 \$17.63 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</i> Volume per Pick-up	Number of Pickups Per Week						
	1	2	3	4	5	6	7
1 Cu.Yd.	\$40	\$72	\$99	\$130	\$155	\$185	\$217
1.5 Cu.Yd.	\$50	\$89	\$132	\$171	\$213	\$252	\$292
2 Cu.Yd.	\$59	\$110	\$164	\$216	\$266	\$318	\$367
3 Cu.Yd.	\$80	\$149	\$219	\$288	\$359	\$427	\$498
4 Cu.Yd.	\$103	\$179	\$274	\$359	\$446	\$481	\$614
5 Cu.Yd.	\$125	\$227	\$328	\$427	\$529	\$529	\$729
6 Cu.Yd.	\$149	\$266	\$383	\$498	\$614	\$729	\$847
1-99 Gal.	\$19	\$25	\$32	\$40	\$46	\$53	\$61
100-180 Gal.	\$25	\$40	\$53	\$72	\$85	\$100	\$116

[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>
One pick-up per week of no more than two garbage cans of household rubbish	\$45.00 per month
Collection of household rubbish or garbage in excess of two garbage cans per pick-up	\$2.25 per sticker (one sticker required for each container)
Subscription service for one additional pick-up each week	\$50.00 per month

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	\$35.00
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 \$13.00 for each additional cubic yard or fraction thereof
White goods and other large items [Note: Includes appliances, sofas, etc.]	Base Fee plus \$10.00 for each item
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.]	Base Fee plus \$15.00 per cubic yard
Tires and/or tire rims	Base Rate plus Charge per Tire
Charge per tire	
Tire without rim	Base Rate plus \$10.00

Service

Tire with rim
Truck tire without rim
Truck tire with rim

Charge

Base Rate plus \$15.00
Base Rate plus \$20.00
Base Rate plus \$25.00

Carts and roll-off boxes

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

1.0 cubic yard	\$40.00
1.5 cubic yard	\$50.00
2.0 cubic yard	\$60.00
6.0 cubic yard	\$165.00

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:

[Remainder of this page intentionally left blank.]

SCHEDULE OF YARD WASTE REMOVAL FEES**Service****Charge**

Removal of yard waste

Customer supplied bags (one sticker
required per bag)

\$2.25 per sticker

Removal of brush, trees, logs and limbs

Diameter of 4 inches or less

First 10 minutes

\$30.00

Each additional minute

\$1.00

Diameter over 4 inches

Charged as hard-to-handle item
(See Section 4)

F. Charges for Miscellaneous Refuse Services. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for miscellaneous refuse services and for the purchase of miscellaneous items for use in disposing of refuse:

SCHEDULE OF MISCELLANEOUS FEES

<u>Service or Item</u>	<u>Charge</u>
Small Recycling Carts	\$50.00 each
Large Recycling Carts	\$67.00 each

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, 2018.

SECTION 10: REPEALER. Resolution R-74-2017 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, 2019.

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, 2019.

ADOPTED this 3rd day of December, 2018, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 19, 2019

Adopted: December 3, 2019



Agenda Item Executive Summary

Title: Resolution No. R-88-2019: General Fees (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/03/2019

Consent: ☐ YES ☒ NO

☐	Ordinance
☒	Resolution
☐	Bid Authorization/Award
☐	Policy Direction
☐	Informational Only

Item History:

The Village Council held a meeting on October 29 to review the proposed fiscal year 2020 budget.

The Village Council sets general and building permit fees annually by resolution during the budget approval process.

Executive Summary:

Other than minor adjustments to terminology to match current operational practices and general clean-up in formatting of the resolution, there were no changes in fees that impact existing services provided to 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 Council Meeting.

Recommendation:

1) Consider adoption of Resolution No. R-88-2019, Resolution Amending General, Building, and Miscellaneous Service Fees.

Attachments:

Resolution No. R-88-2019

RESOLUTION NO. R-88-2019

**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>Laundries</i>		5.36.010
Annual Fee	\$15.00	
<i>Liquor Licenses</i>		5.09.100
Class A Restaurant (Annual)	\$750.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
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
<i>Taxicab Operator's License</i>	\$2.00	5.68.050

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Vehicle (Motor) Licenses</i>		10.12.030
Annual Fee	\$40.00	
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 Date of issuance of permit (5.76.030)	\$250.00
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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.

<u>Type of Fee</u>	<u>Fee Amount</u>	<u>Conditions for Payment or Refund</u>
<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	\$675.00	
Basic Life Support	\$525.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Ambulance Services – Non-Residents</i>		
Advanced Life Support	\$850.00	
Basic Life Support	\$650.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<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>		

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
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	
Oversize documents (plats, etc.)	Actual Cost	
CD-ROM (per disk)	\$5.00	
DVD recordings of meetings (per DVD)	\$20.00	
<i>Fire Alarm Monitoring Services</i>	\$61.00	
(direct connections to Village's fire alarm monitoring system only)	per month	
<i>Kenilworth Fire Service</i>		R-9-2017
Annual amount per IGA (2020)	\$531,070.00	
<i>Other, Unspecified Services</i>	Actual Cost	
<i>Street Cleaning</i>	\$550.00	
<i>Unincorporated Fire Service</i>		13.040.120
Annual amount per Contract address	\$1,136.06	
<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>	

<u>Department</u>	<u>Hourly Rate</u>
Village Manager	\$350
Assistant Village Manager	\$290
Village Attorney	\$350
Department Head	\$290
Supervisory Personnel	\$190
Clerical/Support Staff	\$190
<i>Police Department</i>	
Command Staff (Deputy Chief, Commanders)	\$240
Sergeants	\$190
Patrol Officers	\$160
Support Staff	\$140
Vehicles	\$50
<i>Fire Department</i>	
Command Staff (Deputy Chief, Captains)	\$240
Lieutenants	\$190
Fire Medics	\$160
Support Staff	\$140
Light Vehicles	\$60
Ambulance	\$110
Fire Truck / Engine	\$460
<i>Public Works</i>	
Supervisory	\$190
Engineers	\$190
Maintenance Workers	\$140
Light Trucks	\$60
Medium Trucks	\$90
Heavy Trucks, Refuse Trucks, Street Sweepers	\$130
<i>Community Development</i>	
Assistant Director	\$240
Planners, Architect	\$190
Inspectors	\$160
Clerical / Support Staff	\$140
Vehicles	\$50
<i>Water & Electric</i>	
Assistant Director	\$240
Supervisory	\$190
Plant Operators	\$160
Linemen	\$160
Clerical / Support Staff	\$130
Light Trucks	\$60
Medium Trucks	\$90

Department

Heavy Trucks, Boom Trucks

Hourly Rate

\$130

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:

[Remainder of this page intentionally left blank.]

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 plans \$3,000

For Construction and Demolition Debris Recycling \$2,000

For Temporary Certificate of Occupancy \$3,000

For Tree Replacement (for each inch of DBH) \$250

PLAN REVIEW FEES (SEC. 15.32.020)

For all Building Permits, other than restrictive building permits:

- 15% of building permit fee, \$70 minimum.

For review of Construction Document Revisions

- \$15 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.
- \$100 for all reviews of any revision to building permit construction documents that do **not** require zoning, engineering, and/or forestry reviews.
- \$130 for all reviews of any revision to building permit construction documents that require zoning, engineering, and/or forestry reviews

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

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 \$500.00
- LOMR review \$500.00

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

- Fire Department review \$130.00
- Technical review services Actual cost

CONTRACTOR PERMIT BOND (Sec. 15.32.060)

[**Note:** Bond to be payable to the Village of Winnetka; required of all contractors. Pursuant to the Contractor Unified License and Permit Bond Act of 1998, contractor may provide a certified copy of his/its current unified contractor bond in amount of no less than \$50,000, as on file with Cook County Clerk.]

\$20,000

BUILDING PERMIT FEES (Sec. 15.32.020)

Renovations, including remodeling, to existing structures and for other construction activity not specified by Resolution of the Council

- \$30.00 per \$1,000.00 or fraction thereof of the estimated total project cost, \$70.00 minimum.

Construction of new primary structures and additions thereto, including basement and attic areas, whether finished or unfinished, crawl space, attached garages and detached accessory structures, all without deducting for zoning allowances, bonuses or other exceptions

- \$1.30 per horizontal square foot, \$70.00 minimum.

Below Grade Parking Facilities

- \$0.80 per Gross Floor Area square foot.

RESTRICTIVE PERMITS

Canopy/Awning (Sec. 15.44.030) \$70 each

[**Note:** Certificate of Appropriateness of Design may be required.]

Construction Trailers (Sec. 15.32.020) \$220 each

Demolition (Sec. 15.52.020)

- For each accessory structure \$45
- For demolition with building permit application and complete \$16,070

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

construction documents.	
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)	\$65 each
Roofing (Sec. 15.32.020 and 15.44.100)	\$65 each
Signs (Sec. 15.60.140)	
[Note: Signs may require Certificate of Appropriateness of Design.]	
For each non-illuminated signs	\$60
For each illuminated sign (includes electrical permit fee)	\$195
Swimming Pools (Sec. 15.56.020)	\$515
[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	\$90
Landscape/Tree Replacement Plan Review (Sec. 15.28.050 and 15.28.060)	
For each review per lot in development site	\$90
Tree Removal Permit Fee (Sec. 15.28.040)	
For each tree	\$60
ELECTRICAL PERMITS (Sec. 15.32.020 and 15.44.050)	
Base Fee for All Permits	\$70
Electrical Fixtures-outlets, receptacles and switches	\$1.10
Motors over 0.5 hp, per motor	\$25
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.]	
- Less than 200 amps, per new service or modification	\$50
200 amps or more, per new service or modification	\$60
Temporary Service, per service	
- Overhead	\$340
- Underground	\$680
PLUMBING AND MECHANICAL (HVAC) PERMITS (Sec. 15.32.020 and 15.44.050)	
Plumbing	
Base Fee for All Plumbing Permits (includes 5 fixtures)	\$70
Plumbing Fixtures (beginning with the sixth fixture), per fixture	\$10
Process Piping for Heating System, per unit	\$100

HVAC

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

[Note: Exterior installations require zoning approval.]

- Base Fee for all HVAC Permits \$70
- For replacement of duct work only, per unit \$45
- For totally new system, per unit \$90
- For each roof-top unit, new or replacement \$100
- For each new or replacement AC unit, if total capacity on the property is 8 tons or more. \$100
- For minor heating/cooling/ventilation system items, per unit. \$25

Irrigation

- Base Fee \$80
- Per Sprinkler Head \$0.90

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

MISCELLANEOUS FEES

Construction & Demolition Debris (Sec. 15.54.080)	\$250
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
Fire Prevention Permit (Sec. 15.16.040)	\$130
Partial Permits (Sec. 15.32.110)	\$150
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	\$250
• 2 nd Stop Work Order	\$500
• 3 rd Stop work Order	\$750
Temporary Certificate of Occupancy (Sec. 15.36.010)	\$275
Village Attorney Services (Sec. 5.66.040)	\$350 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)	\$350
• Zoning Appeals (Sec. 17.72.010)	\$450
Certificate of Appropriateness of Design (Sec. 15.40.010)	
• For each new primary structure or addition thereto	\$450
• For each existing structure	\$125
• For each application for signs, canopies, or awnings	\$55
Consolidation of Land into single parcel (Sec. 16.08.010)	\$550
Driveway Variation (Sec. 12.12.010 and 15.44.040)	\$265
Flood Plain Variation (Sec. 15.68.100)	\$715
Sign Variation (Sec. 15.60.250)	\$220

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Special Use Permit (Sec. 17.56.010)	\$935
Subdivision of Land – Base Fee (Sec. 16.04.040) [Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	\$935
Subdivision of Land • Supplemental Fee (Sec. 15.32.080(K)) 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.	Variable, based on Staff time
Zoning Map Amendment (Sec. 17.72.040)	\$800
Zoning Planned Development (Chapter 17.58)	\$935
Zoning Special Use (Chapter 17.56)	\$935
Zoning Text Amendment (Sec. 17.72.040)	\$800
Zoning Variation by Zoning Administrator (Minor Variation) (Sec. 17.60.015)	\$250
Zoning Variation by Zoning Board of Appeals (Standard Variation) (Sec. 17.60.020)	\$400
Zoning Variation by Ordinance (Major Variation)(Sec. 17.60.030)	\$800
STREETS, SIDEWALKS, DRIVEWAYS AND OTHER IMPERMEABLE SURFACES (Sec. 12.04.110)	
Driveway curb cut, new or enlarged (Sec. 12.12.010) [Note: Includes right-of-way excavation fee.]	\$200
Right-of-way Excavation and/or Occupation, per excavation/occupation (Sec. 12.16.010 and 12.20.010)	\$125
Sewer, per sewer line type (Sec. 15.24.090)	\$150
Impermeable Surfaces (including driveways, sidewalks, patios, etc.) (Sec. 12.08.010)	\$75
Street Replacement (Sec. 12.04.20) • Noncompliance fee	\$5,000

[Remainder of this page intentionally left blank.]

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-75-2017 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, 2019.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 3rd day of December, 2018, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 20, 2018

Adopted: December 3, 2019



Agenda Item Executive Summary

Title: Property Tax Levy and Abatement Ordinances (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/03/2019

Consent: ☐ YES ☒ NO

- | | |
|-------------------------------------|-------------------------|
| ☒ | Ordinance |
| ☐ | Resolution |
| ☐ | Bid Authorization/Award |
| ☐ | Policy Direction |
| ☐ | Informational Only |

Item History:

The general property tax levy (Ordinance No. M-18-2019), one special service area tax levy (Ordinance No. M-19-2019), and two tax abatement ordinances (Ordinance Nos. M-20-2019 and M-21-2019) were introduced at the November 19, 2019 Regular Village Council Meeting.

Executive Summary:

The Council has reviewed the proposed 2020 Budget and the funding provided by property taxes to balance the budget. The proposed 2019 property tax levy will generate \$15,047,473 for Village operations, an increase of \$208,488 or 1.405% from the prior year. Because new development is estimated at 1.405%, most residents will see no increase in the property taxes they pay to the Village.

The 2019 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 2019 property tax levy will be received by the Village in 2020.

In addition to the tax levy ordinance for general operations, the Village has one special service area with a separate tax levy, paid only by persons in the special service area.

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. It is the intention of the Village to abate the property tax levy each year for these bonds and to pay 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 2019 related to these General Obligation bond issues.

Recommendation:

1) Consider adoption of the general property tax levy (Ordinance No. M-18-2019), one special service area tax levy (Ordinance No. M-19-2019), and two tax abatement ordinances (Ordinance Nos. M-20-2019 and M-21-2019).

Attachments:

- 1) Property Tax Levy Calculations Spreadsheet
- 2) Schedule of Special Service Area Financing
- 3) Ordinance M-18-2019 2019 Tax Levy Ordinance
- 4) Ordinance M-19-2019 SSA No. 3 Tax Levy Ordinance
- 5) Ordinance M-20-2019 Tax Abatement Ordinance (GO Series 2013 - \$9,000,000 bond issue)
- 6) Ordinance M-21-2019 Tax Abatement Ordinance (GO Series 2014 - \$7,500,000 bond issue)

Village of Winnetka

Schedule of Property Tax Levy Calculations

	Column A 2018 Actual Tax Levy	Column B 2019 Proposed Tax Levy	Column C (Column B - A) Dollar Change	C/A*100 Percent Change
Tax Levy Category				
<u>General Fund:</u>				
Corporate	\$10,399,944	\$10,258,709	(\$141,235)	-1.358%
Business District Revitalization	\$1,100,000	\$1,100,000	\$0	0.000%
<u>Other Funds:</u>				
Police Pension	\$1,519,805	\$1,720,195	\$200,390	13.185%
Fire Pension	\$1,819,236	\$1,968,569	\$149,333	8.209%
Total Village-wide Tax Levy	\$14,838,985	\$15,047,473	\$208,488	1.405%
Less: Projected New Development @ 1.405%		(\$208,488)	(\$208,488)	-1.405%
Existing Tax Payer Increase	\$14,838,985	\$14,838,985	\$0	0.000%

Increase (Decrease) Based on Total Property Tax Bill

Total Property Taxes Paid 100.00%	Other Taxing Distr. 87.39%	Village 12.61%	0.0% Change / Village
\$10,000	\$8,739	\$1,261	\$0
\$15,000	\$13,108	\$1,892	\$0
\$20,000	\$17,478	\$2,522	\$0
\$25,000	\$21,847	\$3,153	\$0
\$30,000	\$26,217	\$3,783	\$0
\$35,000	\$30,586	\$4,414	\$0
\$40,000	\$34,956	\$5,044	\$0
\$50,000	\$43,695	\$6,305	\$0
\$60,000	\$52,434	\$7,566	\$0

**Village of Winnetka
Schedule of Special Service Area Financing
Interest Rate**

4.00%

	SSA #3 Trapp Lane est cost
SSA Principal Amount for Homeowners	\$ 255,000.00
Limit in Ordinances Approving SSA	\$ 315,947.50
Term of Repayments in Years	10
Debt Retirement Schedule	
2011 Tax Levy	
Beginning Principal	\$ 255,000.00
Interest @ 4%	\$ 10,200.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 35,700.00
Ending Principal	\$ 229,500.00
2012 Tax Levy	
Beginning Principal	\$ 229,500.00
Interest @ 4%	\$ 9,180.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 34,680.00
Ending Principal	\$ 204,000.00
2013 Tax Levy	
Beginning Principal	\$ 204,000.00
Interest @ 4%	\$ 8,160.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 33,660.00
Ending Principal	\$ 178,500.00
2014 Tax Levy	
Beginning Principal	\$ 178,500.00
Interest @ 4%	\$ 7,140.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 32,640.00
Ending Principal	\$ 153,000.00
2015 Tax Levy	
Beginning Principal	\$ 153,000.00
Interest @ 4%	\$ 6,120.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 31,620.00
Ending Principal	\$ 127,500.00
2016 Tax Levy	
Beginning Principal	\$ 127,500.00
Interest @ 4%	\$ 5,100.00
Principal repaid	\$ 25,500.00
Interest and Principal for YR	\$ 30,600.00
Ending Principal	\$ 102,000.00

2017 Tax Levy	
Beginning Principal	\$ 102,000.00
Interest @ 4%	\$ 4,080.00
Principal repaid	<u>\$ 25,500.00</u>
Interest and Principal for YR	<u>\$ 29,580.00</u>
Ending Principal	\$ 76,500.00
2018 Tax Levy	
Beginning Principal	\$ 76,500.00
Interest @ 4%	\$ 3,060.00
Principal repaid	<u>\$ 25,500.00</u>
Interest and Principal for YR	<u>\$ 28,560.00</u>
Ending Principal	\$ 51,000.00
2019 Tax Levy	
Beginning Principal	\$ 51,000.00
Interest @ 4%	\$ 2,040.00
Principal repaid	<u>\$ 25,500.00</u>
Interest and Principal for YR	<u>\$ 27,540.00</u>
Ending Principal	\$ 25,500.00

AN ORDINANCE LEVYING TAXES FOR THE YEAR 2019

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 4, 2018, the Council of the Village of Winnetka (“Village Council”) adopted Resolution No. R-67-2018, which budgeted \$31,073,327 to meet the expenses and liabilities of the Village for general corporate purposes and retirement fund contributions for the fiscal year beginning January 1, 2019, and ending December 31, 2019; and

WHEREAS, pursuant to page 497 of the budget approved on December 4, 2018, the Village Council has made its preliminary estimate of the 2019 levy, estimating that it is necessary to raise Fourteen Million Nine Hundred Fifty-Seven Thousand Six Hundred Ninety Seven Dollars (\$14,957,697) by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2019, and ending December 31, 2019; and

WHEREAS, at its October 29, 2019 meeting, the Village Council, upon evaluation of the proposed fiscal year 2020 annual budget, directed the staff to present a 2019 property tax levy for consideration at the December 3, 2019, Village Council meeting, said property tax levy to be in the amount of Fifteen Million Forty Seven Thousand Four Hundred Seventy-Three Dollars (\$15,047,473), Eighty Nine Thousand Seven Hundred Seventy-Six Dollars (\$89,776) more 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, 2019, and ending December 31, 2019; 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, 2019, and ending December 31, 2019, 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 2019, the sum of Fifteen Million Forty Seven Thousand Four Hundred Seventy-Three Dollars (\$15,047,473), which is to be collected from the levy of the Village of Winnetka for the year 2019 for all purposes heretofore budgeted.

2019 TAX LEVY SUMMARY

General Fund	Amount Budgeted	Amount To Be
		Raised By Tax Levy
For General Corporate Purposes		
Public Affairs	\$ 252,747	\$ 112,028.00
Manager’s Office	\$ 1,425,360	\$ 631,780.00
Finance Department	\$ 1,578,514	\$ 699,665.00
Police	\$ 7,587,984	\$ 3,363,317.00
Fire	\$ 6,144,175	\$ 2,723,360.00
Community Development	\$ 1,799,335	\$ 797,542.00
Public Works	\$ 4,380,777	\$ 1,941,747.00
Capital Expenses	\$ 2,457,500	\$ 1,089,270.00
General Fund Transfers	\$ 550,000	-
Totals for General Fund	\$ 26,176,392	\$ 11,358,709
For Retirement Fund Contributions		
For Police Pension Fund	\$ 2,380,786	\$ 1,720,195
For Fire Pension Fund	\$ 2,516,149	\$ 1,968,569
Totals for Retirement Fund Contributions	\$ 4,896,935	\$ 3,688,764
Total Amount Budgeted	\$ 31,073,327	
Total Amount of Levy		\$ 15,047,473

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 Fifteen Million Forty Seven Thousand Four Hundred Seventy-Three Dollars (\$15,047,473), 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 2019 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 ____ day of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 19, 2019

Adopted:

**AN ORDINANCE
LEVYING TAXES FOR THE YEAR 2019
FOR VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS
SPECIAL SERVICE AREA NO. 3**

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, Village of Winnetka Special Service Area No. 3 has been established pursuant to Ordinance M-6-2010, adopted by the Council of the Village of Winnetka (“Village Council”) on April 20, 2010, and Ordinance M-13-2010, adopted by the Village Council on July 20, 2010, to provide for certain special services within the territory described in said ordinances, such special services consisting of the construction of a storm sewer, the reconstruction and repaving of Trapp Lane, the construction of a cul-de-sac at the terminus of Trapp Lane and the construction of related appurtenances (“Special Services”), all in conjunction with the dedication of Trapp Lane as a public right of way; and

WHEREAS, the Village Council have determined that, in the interest of the health, safety and welfare of the Village and its residents, it is appropriate to adopt an ordinance levying taxes within Special Service Area No. 3; and

WHEREAS, the construction of the improvements in Special Service Area No. 3 were in excess of Two Hundred Fifty-Five Thousand Dollars (\$255,000.00); and

WHEREAS, the total term of repayment of the project costs for Special Service Area No. 3 is 10 years and the 2019 Tax Levy is for Year Nine of Ten; and

WHEREAS, the Village Council have determined that the total amount to be raised by the levy of taxes on taxable property within Special Service Area No. 3 for the cost of providing such Special Services for the fiscal year beginning January 1, 2019, and ending December 31, 2019 is Twenty-Seven Thousand Five Hundred Forty Dollars (\$27,540).

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 cost of providing the above-described Special Services within Special Service Area No. 3 for the fiscal year beginning January 1, 2019, and ending December 31, 2019, there is hereby levied upon all of the taxable property within Village of Winnetka Special Service Area No. 3 subject to taxation for the current year, as assessed and equalized for the year 2019, the sum of Twenty-Seven Thousand Five Hundred Forty Dollars (\$27,540), which is to be collected from the levy of the Village of Winnetka for the year 2019 for the purposes heretofore budgeted.

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 Twenty-Seven Thousand Five Hundred Forty Dollars (\$27,540), which is the total amount the Village of Winnetka requires to be raised by taxation to meet the costs of Special Service Area No. 3 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 2019 on all properties subject to taxation within Village of Winnetka Special Service Area No. 3, in accordance with the provisions of this Ordinance.

SECTION 4: Each provision of this Ordinance is severable. If any provision of this Ordinance or the application of any provision of this Ordinance to any person or circumstance is held invalid, then the remainder of this Ordinance and the application of the provisions of this Ordinance to other persons or circumstances shall not be affected thereby and shall remain valid, enforceable and otherwise in full force and effect.

SECTION 5: 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 6: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this ____ day of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 19, 2019

Adopted:

**AN ORDINANCE
ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019
TO PAY THE PRINCIPAL OF AND INTEREST ON
\$9,000,000 GENERAL OBLIGATION BONDS, SERIES 2013,
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 of Winnetka, Cook County, Illinois (the “Village Council”), by Ordinance Number M-15-2013, adopted on the 5th day of November, 2013 (the “Ordinance”), did provide for the issue of \$9,000,000 General Obligation Bonds, Series 2013 (the “Bonds”), for the financing of certain improvements to the stormwater system of the Village 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 appropriate fund pursuant to the Ordinance, for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2019; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay the principal of and interest on the Bonds be abated.

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 2019 of Two Hundred Forty Three Thousand Two-Hundred Fifty Dollars (\$243,250.00) in Ordinance Number M-15-2013 to pay the principal of and interest on \$9,000,000 General Obligation Bonds, Series 2013, of the Village of Winnetka, Cook County, Illinois, 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 2019 in accordance with the provisions hereof.

SECTION 3: Home Rule. 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.

[Remainder of this page intentionally left blank.]

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

PASSED this ____ day of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 19, 2019

Adopted:

**AN ORDINANCE
ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019
TO PAY THE PRINCIPAL OF AND INTEREST ON
\$7,500,000 GENERAL OBLIGATION BONDS, SERIES 2014,
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 of Winnetka, Cook County, Illinois (the “Village Council”), by Ordinance Number M-16-2013, adopted on the 3rd day of December, 2013 (the “Ordinance”), did provide for the issue of \$7,500,000 General Obligation Bonds, Series 2014 (the “Bonds”), for the financing of certain improvements to the stormwater system of the Village 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 appropriate fund pursuant to the Ordinance, for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2019; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay the principal of and interest on the Bonds be abated.

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 2019 of One Million Sixty-Five Thousand One-Hundred Dollars (\$1,065,100.00) in Ordinance Number M-16-2013 to pay the principal and interest on \$7,500,000 General Obligation Bonds, Series 2014, of the Village of Winnetka, Cook County, Illinois, 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 2019 in accordance with the provisions hereof.

SECTION 3: Home Rule. 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.

[Remainder of this page intentionally left blank.]

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 ____ day of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 19, 2019

Adopted:



Agenda Item Executive Summary

Title:

Ordinance No. MC-10-2019-Amending the Village Code Concerning Cannabis and Drug Paraphernalia (Introduction)

Presenter:

Marc Hornstein - Chief of Police

Agenda Date:

12/03/2019

☒

Ordinance

☐

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Consent:☐

YES

☒

NO

Item History:

None

Executive Summary:

On June 25, 2019 the Governor signed Public Act 101-0027 ("Act") legalizing the sale, possession, and use of cannabis for recreational purposes by persons over the age of 21 in Illinois, beginning on January 1, 2020. Sections 9.04.060 and 9.04.070 of the Winnetka Village Code prohibit the possession and use of all cannabis, and requires sellers of paraphernalia that can be used for the consumption of cannabis to obtain a license.

Staff has worked with the Village Attorney to review the non-zoning provisions, and is proposing amendments to the Village Code to ensure it is consistent with State law. The amendments will allow the Village to enforce cannabis violations as local ordinance violations, while ensuring the Village is not prohibiting legal possession and use of cannabis. The Village Attorney has provided the attached memorandum that summarizes the proposed amendments to the Village Code.

Recommendation:

Consider introduction of Ordinance No. MC-10-2019 amending sections 9.04.060 and 9.04.070 of the Winnetka Village Code concerning Cannabis and Drug Paraphernalia.

Attachments:

- 1) Memorandum from Village Attorney
- 2) Ordinance No. MC-10-2019

Holland & Knight

150 North Riverside Plaza, Suite 2700 | Chicago, IL 60606 | T 312.263.3600 | F 312.578.6666
Holland & Knight LLP | www.hklaw.com

Memorandum

Date: November 20, 2019

To: Village President, Chris Rintz
Village Trustees
Village Manager, Rob Bahan
Chief of Police, Marc Hornstein

From: Holland & Knight LLP

Re: Non-Zoning Village Code Amendments Concerning Recreational and Medical Use of Cannabis and Drug Paraphernalia

In light of the General Assembly's adoption of the Illinois Cannabis¹ Regulation and Tax Act (the "Act"), and in consultation with Village staff, our office conducted a review of the non-zoning provisions of the Village Code relating to the possession and use of cannabis and paraphernalia to determine what code amendments may be appropriate to keep the Village Code consistent with State law.

The Act will generally allow persons 21 and over to legally possess, consume, use, purchase, obtain, or transport cannabis in specified amounts beginning January 1, 2020, subject to the Act's express limitations. However, the Village Code currently prohibits the possession and use of all cannabis and requires sellers of paraphernalia that can be used for the consumption of cannabis to obtain a license.

We prepared the attached draft ordinance amending Sections 9.04.060 and 9.04.070 of the Village Code. The proposed amendments are described further below.

Recommended Amendments to the Village Code

Section 9.04.060 Possession of Cannabis, Including Marijuana.

Section 9.04.060.A of the Village Code currently prohibits the possession of cannabis entirely. Because the Act will allow persons over the age of 21 to legally possess up to thirty grams of cannabis, and the Illinois Compassionate Use Of Medical Cannabis Act ("Medical

¹ As noted below, the Act defines "cannabis" broadly to include "marijuana," "hashish", and associated substances. We recommend amending the Village Code to consistently using the term "cannabis" to reflect the breadth of this definition.

Cannabis Act”) already allows qualified patients to possess cannabis by prescription, the Village should revise Section 0.040.060 to be consistent with State law. The amendments:

- (1) Narrow the prohibition on the possession and use of cannabis and paraphernalia to make the Village Code consistent with the Act and the Medical Cannabis Act;
- (2) Prohibit consumption or use of cannabis in facilities open to the public, except in compliance with State law;
- (3) Revise the definition of “cannabis” to match the definition in the Act; and
- (4) Remove the reference in the penalty provision to possession of less than 10 grams of cannabis because it is inconsistent with the Act and Medical Cannabis Act (the Act allows legal possession of up to 30 grams and the Medical Cannabis Act does not limit legally-prescribed cannabis to 10 grams).

The amendments to Section 9.04.060.A will have the benefit of continuing to allow the Village to enforce cannabis violations as local ordinance violations, while ensuring that the Village is not prohibiting legal cannabis possession and use in a manner that is beyond its authority.

We also recommend revising Section 9.04.070.B to change references to “cannabis, including marijuana” to “cannabis.” Under the Act, “marijuana” is one of several different types of “cannabis.” Because the Act defines “cannabis” to include “marijuana” and similar substances, we recommend using “cannabis,” as the defined term to prevent inadvertent loopholes and to ensure a more clear and consistent interpretation and enforcement of Sections 9.040.060 and 9.040.070 of the Village Code.

Section 9.04.070 – Items Designed Or Marketed For Use With Illegal Cannabis Or Drugs

We revised Section 9.04.070 to clarify the definition of illegal drug paraphernalia and the exceptions to the definition of illegal paraphernalia that may be lawfully sold in the Village pursuant to a license. The amendments:

- (1) Provide for a more robust definition of illegal drug paraphernalia to provide greater clarity in enforcement;
- (2) Establish exemptions – i.e. materials that are not considered illegal – that persons are entitled to sell by license (since they would not be allowed to sell illegal products by license or any other method); and
- (3) Increase the prohibition on sale of paraphernalia to minors under the age of 18 to 21 consistent with the age for legal consumption under the Act, except as otherwise provided by the Medical Cannabis Act.

November 20, 2019

Page 3

We will continue to monitor legislative activity concerning the possession and use of cannabis. If any legislative amendments are forthcoming that impact these or other Village Code provisions, we will provide you with updated recommendations.

#71573141_v2

AN ORDINANCE AMENDING SECTIONS 9.04.060 AND 9.04.070 OF THE WINNETKA VILLAGE CODE CONCERNING CANNABIS AND DRUG PARAPHERNALIA

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 and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Title 9 of the Winnetka Village Code, as amended ("*Village Code*"), regulates public peace, morals, and welfare in the Village; and

WHEREAS, Sections 9.04.060 and 9.04.070 of the Village Code, as amended regulate the possession and use of cannabis and related paraphernalia within the Village; and

WHEREAS, on June 25, 2019, the Governor signed into law Public Act 101-0027 ("*Act*") legalizing the sale, possession, and use of cannabis for recreational purposes by persons over the age of 21 in Illinois beginning on January 1, 2020; and

WHEREAS, the Act's legalization of the possession and use of cannabis for recreational purposes by adults over the age of 21 is in addition to existing state law allowing the prescription of medical cannabis in specified circumstances ("*Medical Cannabis Act*"); and

WHEREAS, the Act limits units of local governments, including home rule units, from regulating the use of cannabis for recreational purposes by adults in a manner more restrictive than the regulations provided in the Act; and

WHEREAS, Sections 9.04.060 and 9.04.070 of the Village Code currently prohibit the possession and use of cannabis and related paraphernalia in a manner that will be inconsistent with the Act and the Medical Cannabis Act; and

WHEREAS, the Village Council has determined that it is prudent to amend Sections 9.04.060 and 9.04.070 of the Village Code to prohibit the use of cannabis in a manner that is inconsistent with the requirements of the Act and the Medical Cannabis Act in order to avoid any ambiguity or confusion ("*Proposed Amendments*"); and

WHEREAS, the Village Council has determined that adoption of the Proposed Amendments as set forth in this Ordinance is in the best interests of the Village;

NOW, THEREFORE, the Council of the Village of Winnetka does ordain as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Section as the findings of the Village Council, as if fully set forth herein.

SECTION 2: AMENDMENT TO SECTION 9.04.060 OF THE VILLAGE CODE. Section 9.04.060, titled "Possession of Cannabis, Including Marijuana," of Chapter 9.04, titled

Additions are bold and double-underlined; deletions are struck through

“Offenses Against Public Peace and Decency,” of the Village Code shall be amended to read as follows:

Section 9.04.060 Possession, use and sale of cannabis,~~including marijuana~~.

A. Prohibited.

1. It is unlawful for any person within the corporate limits of the Village to possess, consume, use, purchase, obtain, transport, or sell cannabis,~~including marijuana, except in compliance with the Cannabis Regulation and Tax Act, 410 ILCS 705/1 et seq. or the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1 et seq.~~
2. It is unlawful for any person within the corporate limits of the Village to possess, use, purchase, obtain, transport or sell instruments or paraphernalia for the preparation, consumption, transportation, sale, or manufacture or use of cannabis, ~~including marijuana, except in compliance with the Cannabis Regulation and Tax Act, 410 ILCS 705/1 et seq. or the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1 et seq.~~
3. It shall be a violation of this section for any person knowingly to use or consume, or allow someone else to use or consume, cannabis on the premises of any privately owned commercial facility that is open to members of the general public, including, without limitation, retail stores, restaurants, taverns, theatres, and other recreational facilities, except as otherwise specifically permitted pursuant to the Cannabis Regulation and Tax Act and the Compassionate Use of Medical Cannabis Program Act.

- B. Definition. As used in this section and Section 9.04.070, “cannabis” means marijuana, hashish and other substances ~~which~~ that are identified as including any parts of the plant Cannabis Sativa, and including derivatives or subspecies, such as indica, of all strains of cannabis, whether growing or not; the seeds ~~thereof~~ of such plant, the resin extracted from any part of ~~sueh~~ the plant; and any compound, manufacture, salt, derivative, mixture or preparation of ~~sueh~~ the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other naturally produced cannabinol derivatives, ~~including naturally occurring or whether produced directly or indirectly~~ by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall however, “cannabis” does not include the mature stalks of ~~sueh~~ the plant, fiber produced from ~~sueh~~ the stalks, oil or cake made from the seeds of ~~sueh~~ the plant, any other compound, manufacture, salt, derivative mixture,

Additions are bold and double-underlined; deletions are struck through

or preparation of such ~~the~~ mature stalks (except the resin extracted from ~~it~~ such ~~mature stalks~~), fiber, oil or cake, or the sterilized seed of such ~~the~~ plant which ~~that~~ is incapable of germination. **“Cannabis” does not include industrial hemp as defined and authorized under the Industrial Hemp Act, 505 ILCS 89/1 et seq. “Cannabis” also means concentrate and cannabis-infused products.**

- C. Penalties or Disposition. Any person who violates this section ~~with respect to not more than ten (10) grams of any substance containing cannabis shall be subject to a fine of not less than two hundred fifty dollars (\$250.00) nor more than seven hundred fifty dollars (\$750.00)."~~

SECTION 3: AMENDMENT TO SECTION 9.04.070 OF THE VILLAGE CODE.

Section 9.04.070, titled “Items Designed or Marketed for Use with Illegal Cannabis or Drugs,” of Chapter 9.04, titled “Offenses Against Public Peace and Decency,” of the Village Code shall be amended to read as follows:

Section 9.04.070 Items designed or marketed for use with illegal cannabis or drugs.

- A. License Required **Drug Paraphernalia**. It is unlawful for any person or persons as principal, clerk, agent or servant to sell or in any manner distribute (including offering to sell, delivering or giving away) **any “drug paraphernalia,” defined for purposes of this Section as “all equipment, products and materials of any kind, other than methamphetamine manufacturing materials as defined in Section 10 of the Methamphetamine Control and Community Protection Act, 720 ILCS 646/10, which are intended to be used unlawfully in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body cannabis or a controlled substance in violation of the Cannabis Control Act, 720 ILCS 550/1 et seq., the Illinois Controlled Substances Act, 720 ILCS 570/102, the Cannabis Regulation and Tax Act, 410 ILCS 705/1 et seq. or the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1 et seq. or this Section, item, effect, paraphernalia, accessory or thing which is designed or marketed for use with illegal cannabis or drugs, as defined by Illinois Revised Statutes, without obtaining a license. Such license shall be in addition to any or all other licenses or permits held by the applicant.**
- B. **Exemptions. This Section does not prohibit the following as “drug paraphernalia”:**

Additions are bold and double-underlined; deletions are struck through

1. Items used in the preparation, compounding, packaging, labeling, or other use of a controlled substance as an incident to lawful research, teaching, or chemical analysis and not for sale;
 2. Items historically and customarily used in connection with the planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, or inhaling of tobacco or any other lawful substance. Items exempt under this subsection include, but are not limited to, garden hoes, rakes, sickles, baggies, tobacco pipes, and cigarette-rolling papers;
 3. Items defined in subsection (a) of this Section which are used for decorative purposes, when such items have been rendered completely inoperable or incapable of being used for any illicit purpose prohibited by this Section;
 4. A person who is legally authorized to possess hypodermic syringes or needles under the Hypodermic Syringes and Needles Act;
 5. Items used by law enforcement personnel to present educational programs concerning the prevention of substance abuse; and
 6. Items used solely for the authorized consumption of medical cannabis pursuant to the Cannabis Regulation and Tax Act, 410 ILCS 705/1 or the Illinois Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/1 et seq.
- C. Regulations. The Chief of Police is authorized and directed to adopt and enforce such regulations as may be necessary to give effect to the provisions of this section.
- D. License Application. A valid village license is required to sell or distribute for lawful use any exempt materials described in paragraph B of this Section whose sale or distribution is otherwise authorized by state law. Application for the license required by this section shall be made in writing to the Village Manager and shall set forth the name and address of the applicant and shall be accompanied by affidavits of the applicant and of each and every employee authorized to sell, or in any manner distribute, items described in this section, stating that such person has never been convicted of a drug related offense.

Additions are bold and double-underlined; deletions are struck through

- E. License Fee. The fee for the license required by this section shall be set from time to time by resolution of the Village Council.
- F. Sale to Minors. It is unlawful to sell, or in any manner distribute, any drug paraphernalia to any person under ~~eighteen (18)~~ 21 years of age, except as permitted pursuant to the Compassionate Use of Medical Cannabis Program Act.
- G. Records. Every person holding a license under this section shall keep a record of every item described in this section which is sold or otherwise distributed. Such record shall contain the name and address of the purchaser or recipient, the name and quantity of the product, the date and time of sale or distribution, and the signature of the licensee or licensee's agent. Such records shall be retained for not less than two years and shall be open to the inspection by any police officers at any time during the licensee's regular business hours.
- H. Compliance With Regulations. Every licensee and licensee's agent shall comply with all regulations of the Chief of Police promulgated in accordance with the provisions of this section."

SECTION 4: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after the later to occur of: (i) its passage and approval in the manner provided by law; and (ii) January 1, 2020.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2019.

Signed: _____

Village President

Countersigned: _____

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2019.

Introduced: _____, 2019

Passed and Approved: _____, 2019

Additions are bold and double-underlined; deletions are struck through



Agenda Item Executive Summary

Title: Resolution No. R-90-2019: IGA with the Park District for Boal Parkway Land Transfer (Adoption)

Presenter: James J. Bernahl, Assistant Director of Public Works & Engineering

Agenda Date: 12/03/19

Consent: ☐ YES ☒ NO

- ☐ Ordinance
- ☒ Resolution
- ☐ Bid Authorization/Award
- ☐ Policy Direction
- ☐ Informational Only

Item History:

The Boal Parkway Area includes 18 single family residential dwellings on large lots averaging approximately 21,700 square feet, plus portions of seven more lots adjacent to the study area. The area is drained by two storm sewer outlets that drain to the East Diversion Ditch: a 24-inch pipe running through the rear yards of properties along Boal Parkway and Sumac Lane; and a 12-inch pipe carrying the drainage from Boal Parkway. When the water surface in the East Diversion Ditch rises, the flow of the stormwater is reduced or blocked by tailwater at both storm sewer outlets resulting in yard and street flooding. The Village has developed plans and specifications for the Boal Parkway Pump Station Project. This project consists of the installation of a new storm water pump station, improvements to existing storm sewer outlets, addition of improved cross connections of existing storm sewers, and the addition of a new electrical feed to the pump station.

Executive Summary:

The 24-inch sewer outlet is currently owned and maintained by the Winnetka Park District, and may have drained Nick Corwin Park at some point in the past; however, that pipeline has since been disconnected at Tower Road. The 24-inch sewer currently only serves to drain the rear yards directly adjacent to it, as several residents have connected their drains to the sewer. When the water surface in the East Diversion Ditch rises, the flow of the stormwater is blocked at both storm sewer outlets in the study area, which results in yard, street, and structural flooding.

The project proposes to construct the stormwater pump station near the north end of Boal Parkway on the 24-inch storm sewer owned by the Park District. Placement of the stormwater pump station at this location will allow for the storm water discharge to be directed to the new storm sewer on Tower Road via a force main. Because the existing 24-inch storm sewer and property associated with the sewer does not directly benefit the Park District in any of its operations, and considering the importance of the sewer to convey stormwater, the Village desires to assume ownership of the storm sewer and the associated property from the Park District. By assuming ownership, the Village can ensure that the sewer is integrated into our system, maintained, and repaired properly. Also, the new stormwater pump station would continue to offer protection from flooding to the adjacent property owners.

The property in question is a 10-foot strip of land along the western (rear) lot lines of the properties on the west side of Boal Parkway, running from Tower Road on the north to the Cook County Forest Preserve on the south. The property, part of the Winnetka Park District Golf Course holdings with the address 1300 Oak Street, is shown in Attachment #1.

Executive Summary (continued):

Staff has discussed this potential land transfer with the Park District Board and staff, and the Park District is in agreement with the Village's approach. The Park District's legal counsel drafted the attached Intergovernmental Agreement that would effect the necessary transfer. Key provisions of the Agreement include:

1. The sale price is \$10.00

2. The Property is being sold in its “AS IS, WHERE IS” condition, “WITH ALL FAULTS” and without representation or warranty as of the Effective Date and the Date of Closing. Village staff has inspected the 24-inch storm sewer. It is corrugated metal pipe in fair condition. It will eventually require relining.

3. The Deed shall contain a restrictive covenant prohibiting the sale, transfer, exchange or conveyance of the Property in any manner to any third party for any purpose, for a period of 40 years after the Closing Date (“Restrictive Covenant”).

The Village Attorney has reviewed the Agreement and is satisfied as to its contents and provisions. Village staff will be presenting the Agreement to the Park District Board for its final approval at their next regularly scheduled Board meeting.

Recommendation:

Consider adoption of Resolution R-90-2019, which:

1. Approves the Agreement in substantially the form attached to the Resolution and in a final form approved by the Village Manager.
2. Approves the acquisition of the Property pursuant to the terms of the Agreement.
3. Authorizes and directs the Village President, Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement and all documents necessary to acquire the Property.

Attachments:

1. Location of Property
2. Resolution R-90-2019
3. Intergovernmental Agreement



Parcels to be Acquired



Map created on November 22, 2019.

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE WINNETKA PARK DISTRICT TO ACQUIRE
A STRIP OF PROPERTY LOCATED AT THE FAR NORTH END OF 1300 OAK
STREET**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, provides that municipalities, including municipal corporations and park districts, may transfer real property to each other upon such terms as their corporate authorities may agree; and

WHEREAS, the Village and the Winnetka Park District have agreed to enter into the Intergovernmental Agreement attached hereto as **Exhibit A (“Agreement”)** and incorporated herein by reference to transfer and convey ownership of the strip of property generally located at the far north end of 1300 Oak Street (**“Property”**), which property is legally described in Exhibit 1.1.1 of the Agreement, to enable the Village to use the property for stormwater improvements; and

WHEREAS, the Village Council has determined that the conveyance of the Property is necessary and convenient to the Village and to the Winnetka Park District; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, the Local Government Property Transfer Act, and the Village’s home rule authority, the Village has determined that it is in the best interests of the Village to enter into the Agreement and acquire the Property from the Winnetka Park District;

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

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

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 3: APPROVAL OF ACQUISITION OF THE PROPERTY. The Village Council hereby approves the acquisition of the Property pursuant to the terms of the Agreement.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT AND ACQUISITION DOCUMENTS. The Village Council hereby authorizes and directs the Village President, Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement and all documents necessary to acquire the Property.

December 3, 2019

R-90-2019

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 3rd day of December, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS **PURCHASE AND SALE AGREEMENT** (this “**Agreement**”), dated as of _____, 2019 (the “**Effective Date**”), is made by and between the **WINNETKA PARK DISTRICT**, an Illinois park district (“**Seller**”) and the **VILLAGE OF WINNETKA**, an Illinois home rule municipality, (“**Purchaser**”).

RECITALS:

WHEREAS, Seller desires to sell a strip of real property, and Purchaser desires to purchase such real property from Seller; and

WHEREAS, Seller and Purchaser, intending to be bound by this Agreement, desire to set forth herein the terms, conditions and agreements under and by which Seller shall sell and Purchaser shall purchase the foregoing real property.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

AGREEMENTS:

1. The Property.

1.1 Description. Subject to the terms and conditions of this Agreement, and for the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire, all of Seller’s right, title and interest, in and to certain land more specifically described in Exhibit 1.1.1 attached hereto (the “**Land**”), along with all easements, hereditaments, and appurtenances, if any, belonging to or inuring to the benefit of Seller and pertaining to the Land (the “**Entitlements**”, and together with the Land, the “**Property**”).

1.2 “As-Is” Purchase.

1.2.1 The Property is being sold in its “AS IS, WHERE IS” condition, “WITH ALL FAULTS” and without representation or warranty (all of which Seller hereby disclaims) as of the Effective Date and the Date of Closing. The parties agree that all understandings, agreements, letters of intent and letters of interest heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibits annexed hereto, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the Purchaser satisfied with the opportunity afforded for full investigation, of the Property and all matters affecting the Property and the ownership, use, occupancy, management, operation and maintenance thereof, and neither party is relying upon any statement or representation by the other, unless such statement or representation is specifically embodied in this Agreement. Purchaser expressly agrees and acknowledges that no warranty or representation is made by Seller as to the fitness for any particular purpose, merchantability, design, condition or repair, value, expense of operation, income potential, compliance with drawings or specifications, absence of defects, absence of

faults, flooding, or compliance with laws and regulations including without limitation those relating to health, safety, zoning, the environment and the Americans with Disabilities Act, or as to any other fact or condition which has or might affect the Property or the ownership, use, occupancy, operation, condition, repair, value, expense of operation or income potential thereof. Seller has not authorized any broker, agent, representative, consultant, partner, officer, employee, attorney or any other person to make any statements, certifications, representations or warranties regarding the Property or any matter relating thereto, and Seller expressly disclaims and shall not be liable for any statements, certifications, representations or warranties made by any of the foregoing parties, whether made on their own behalf or acting or purporting to act on behalf of Seller.

1.2.2 The terms and provisions of this Section 1.2 shall survive Closing (as hereinafter defined) hereunder or the earlier termination of this Agreement for any reason.

1.3 Agreement to Convey. Seller agrees to convey, and Purchaser agrees to accept, on the Date of Closing (as hereinafter defined), all of Seller's right, title and interest in and to title to the Property by quitclaim deed (the "**Deed**"). The Deed shall contain a restrictive covenant prohibiting the sale, transfer, exchange or conveyance of the Property in any manner to any third party for any purpose, for a period of 40 years after the Closing Date ("Restrictive Covenant"). Purchaser's breach of the Restrictive Covenant shall result in title to the Property reverting to Seller, or at the option of Seller, Purchaser shall pay to Seller of a sum equal to the gross sales price for such sale, transfer, exchange or conveyance to a third party by Purchaser. In the event that the rule against perpetuities, or any rule of law with respect to restriction on the alienation of property or remoteness of vesting of property interests shall limit the time within which the Restrictive Covenant may restrict the sale, transfer or conveyance of the Property, then the Restrictive Covenant shall be valid, enforceable and exercisable only within the period of time permitted for such validity, enforceability or exercise, which shall be measured as that period commencing on the Effective Date and terminating on the date which is 21 years from and after the date of the death of the last survivor of the now living lawful descendants of Donald Trump, President of the United States.

2. Closing. The execution and delivery of the Deed (the "**Closing**") will occur not later than thirty (30) business days following the Effective Date (the date on which the Closing occurs is referred to herein as the "**Date of Closing**"), time being of the essence.

3. Prior to Closing. Until Closing, Seller (or Seller's agents, on behalf of Seller) shall (i) maintain Seller's existing casualty and liability insurance, if any, currently existing with respect to the Property, and (ii) operate and maintain the Property in accordance with Seller's past practices.

4. Representations and Warranties.

4.1 By Seller. Seller represents and warrants to Purchaser, as of the Effective Date, that:

4.1.1 Seller is a park district duly organized, validly existing and in good standing under the laws of the State of Illinois.

4.1.2 Seller has the power to acquire, own, and dispose of the Property and to engage in the transactions contemplated in this Agreement.

4.1.3 The execution and performance of this Agreement and the Deed has been authorized by Seller, and to the best of Seller's knowledge, the execution of this Agreement and of the Deed by Seller will not result in a breach of, violate any term or provision of, or constitute a default under, any ordinance, statute, mortgage, lease or other document by which Seller is bound.

4.1.4 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy law is pending against Seller.

4.1.5 To the best of Seller's knowledge, there is no litigation pending against the Property or Seller, as owner of the Property, which materially and adversely affects the Property.

4.1.6 The Property is not, and shall not as of the Date of the Closing be, subject to any real estate taxes or special assessments.

4.1.7 To the best of Seller's knowledge, there are no management, service, maintenance or supply contracts to which Seller is a party relating to the operation, use, maintenance and repair of the Property in effect as of the date hereof.

4.1.8 Seller is not acting, directly or indirectly, for or on behalf of any person or entity (herein, "**Person**") named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such Person.

The foregoing representation, covenants and warranties of Seller, and the representations, covenants, warranties and indemnities of Seller set forth in any of the Closing Documents, will survive Closing.

4.2 By Purchaser. Purchaser represents and warrants to Seller, as of the Effective Date, that:

4.2.1 Purchaser is a home rule municipality duly organized, validly existing, and in good standing under the laws of the State of Illinois.

4.2.2 Purchaser has the power to acquire and own the Property and to engage in the transactions contemplated in this Agreement.

4.2.3 The execution and performance of this Agreement has been authorized by Purchaser and, to the best of Purchaser's knowledge, the execution of this Agreement by Purchaser will not result in a breach of, violate any term or provision of, or constitute a default under, any articles of incorporation, bylaws, partnership agreement, partnership certificate, articles of organization, operating agreement, indenture, deed to secure debt, deed of trust, mortgage, lease or other document by which Purchaser is bound.

4.2.4 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy law is pending against Purchaser.

4.2.5 Purchaser is not acting, directly or indirectly, for or on behalf of any Person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Purchaser is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such Person.

4.3 Broker. Seller and Purchaser each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Property. Seller and Purchaser agree that each will indemnify, defend and hold the other free and harmless from any claims arising from a breach of the foregoing representations (the "**Broker Obligations**"). This mutual indemnity shall survive Closing and any termination of this Agreement for any reason.

5. Costs and Prorations.

5.1 Purchaser's Costs. Purchaser will pay (i) all recordation fees and expenses for the recordation of the Deed, and (ii) the fees and disbursements of Purchaser's counsel and any other expense(s) incurred by Purchaser in closing this transaction; (iii) any survey; (iv) any owners title insurance policy and any and all other customary costs and expenses of the transaction, including but not by limitation, escrow closing fees and all federal, state and local charges, fees and expenses.

5.2 Seller's Costs. Seller will pay the fees and disbursements of Seller's counsel in connection with the transaction contemplated hereby.

5.3 In General. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom in the commercial real estate market in which the Property is located.

6. Notices. Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given: (a) upon confirmed transmission if given by facsimile transmission, provided that such transmission is completed at or prior to 5:00 p.m. local time at the Property on the date transmitted, or (b) upon receipt (with confirmation) if sent by United Parcel Service (Overnight) or Federal Express, or another similar overnight express service, or

(c) upon receipt if delivered by local messenger, or (d) upon transmission by a PDF or similar attachment to an email, provided that such transmission is completed at or prior to 5:00 p.m. local time at the Property on the date transmitted, in any case addressed to the parties at their respective addresses set forth below:

If to Seller: Winnetka Park District
540 Hibbard Road
Winnetka, Illinois 60093
Attn: John C. Muno, Executive Director
Phone: (847) 501-2040
Fax:
e-mail: jmuno@winpark.org

With a copy to:

Robbins Schwartz
55. West Monroe
Suite 800
Chicago, IL 60603
Attn: Steven B. Adams
Phone: (312) 332-7760
Fax: (312) 332-7768
Email: sadams@robbins-schwartz.com

If to Purchaser: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attn: Village Manager
e-mail: rbahan@winnetka.org

With a copy to: Holland & Knight LLP
150 N. Riverside Plaza, Suite 2700
Chicago, Illinois 60606
Attn: Peter M. Friedman
Phone: (312) 578-6566
e-mail: peter.friedman@hklaw.com

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 6 to the other party. Notices shall be deemed effective if given by counsel to either party on behalf of such party. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

7. Closing.

7.1 Seller's Deliveries. Seller shall deliver either at Closing or by making available at the Property, as appropriate, the following original documents, if available, each executed and, if required, acknowledged:

7.1.1 The Deed.

7.1.2 A certification (the “**Seller Certification**”), certifying for the benefit of Purchaser that the representations and warranties made in Section 4.1 hereof are true and accurate on the Date of Closing as if then made; provided however, that Seller shall be entitled to make such qualifications to such representations and warranties as Seller deems appropriate to make such certifications correct in all material respects as of the Date of Closing.

7.1.3 Transfer and recordation tax declarations, or other similar documents, if any, required to be executed in connection with the recordation of the Deed.

7.2 Purchaser’s Deliveries. At Closing, Purchaser shall execute and deliver transfer and recordation tax forms, or other similar documents, if any, required to be executed in connection with the recordation of the Deed.

7.3 Possession. Purchaser shall be entitled to possession of the Property at the conclusion of the Closing.

7.4 Insurance and Risk of Loss. Seller shall terminate its policies of insurance, if any, as of noon on the Date of Closing, at which point the risk of loss shall pass to Purchaser and Purchaser shall be responsible for obtaining its own insurance thereafter.

7.5 Conditions Precedent to Closing.

7.5.1 Purchaser’s Conditions. Purchaser’s obligation to consummate Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Purchaser) of the following conditions on and as of the Date of Closing:

(a) Seller shall have performed and satisfied its obligations under this Agreement in all material respects.

(b) The representations and warranties of Seller made in Section 4.1 shall be true and correct in all material respects.

7.5.2 Seller’s Conditions. Seller’s obligation to consummate Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Seller) of the following conditions on and as of the Date of Closing:

(a) Purchaser shall have performed and satisfied its obligations under this Agreement in all material respects.

(b) The representations and warranties of Purchaser shall be true and correct in all material respects.

8. Miscellaneous.

8.1 Entire Agreement. The recitals to this Agreement are hereby incorporated in this Agreement and made a part hereof by this reference. This Agreement, together with the Exhibits attached hereto, all of which are incorporated by reference, is the

entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

8.2 Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

8.3 Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of Illinois without regard to its conflicts of laws principles.

8.4 Assignability. Purchaser shall not have the right, without the prior written approval of Seller, which may be given or withheld in Seller's sole and absolute discretion, to assign or transfer any of Purchaser's rights, obligations and interests under this Agreement prior to or at the Closing. Any assignment made without Seller's prior written approval shall be void. No assignment shall release Purchaser herein named from any obligation or liability under this Agreement.

8.5 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

8.6 Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

8.7 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

8.8 Time of Essence. Time is of the essence in this Agreement.

8.9 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

8.10 Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum hereof.

8.11 Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

8.12 Seller's Performance. The delivery by Seller of the Deed to Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained and expressed, all of which agreements and obligations shall, except as otherwise provided herein with respect to Seller's representations and warranties, merge with the Deed and thereafter be of no further force and effect, except as such are, by the express terms hereof, to survive Closing and the delivery of such instruments.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

SELLER:

WINNETKA PARK DISTRICT, an Illinois park district

By: _____
Name:
Title:

PURCHASER:

VILLAGE OF WINNETKA, an Illinois home rule municipality

By: _____
Name:
Title:

EXHIBIT 1.1.1

LEGAL DESCRIPTION

PARCEL 1

THE WEST TEN (10) FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE AND WEST LINE EXTENDED OF BOAL'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1926 AS DOCUMENT NUMBER 9449031, LYING SOUTH OF THE NORTH LINE EXTENDED OF LOT 1 IN SAID BOAL'S SUBDIVISION, AND LYING NORTH OF THE SOUTH LINE EXTENDED OF LOT 2 IN SAID BOAL'S SUBDIVISION, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

PARCEL 2

THE WEST TEN (10) FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE AND WEST LINE EXTENDED OF BOAL'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1926 AS DOCUMENT NUMBER 9449031, AND LYING SOUTH OF THE SOUTH LINE EXTENDED OF LOT 2 IN SAID BOAL'S SUBDIVISION, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: Parcel 1: 05-18-400-014-0000

Parcel 2: 05-18-400-013-0000

COMMON STREET ADDRESS: Part of 1300 Oak Street

Winnetka, IL 60093