

**Winnetka Village Council  
REGULAR MEETING  
Village Hall  
510 Green Bay Road  
Tuesday, November 5, 2013  
7:00 p.m.**

Emails regarding any agenda item are welcomed. Please email [contactcouncil@winnetka.org](mailto: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) Thursday, November 14, 2013 Rescheduled Study Session
  - b) November 19, 2013 Regular Meeting
  - c) December 3, 2013 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
  - a) Approval of Village Council Minutes
    - i) October 10, 2013 Budget Meeting ..... 3
    - ii) October 14, 2013 Budget Meeting..... 5
    - iii) October 15, 2013 Regular Meeting..... 7
  - b) Approval of Warrant Lists 1819 and 1820 .....12
  - c) State of Illinois Joint Purchase Program Equipment Replacement: PW-8 .....13
- 6) Stormwater Report: No Report.
- 7) Ordinances and Resolutions
  - a) Public Hearing: 2014 Village Budget
    - i) Resolution R-31-2013: Village Budget for 2014 Fiscal Year – Introduction.....28
  - b) Updated Fee and Rate Resolutions
    - i) Resolution R-32-2013: Water Rates – Introduction .....36
    - ii) Resolution R-33-2013: Electric Rates – Introduction.....41
    - iii) Resolution R-34-2013: Sewer Service Rates – Introduction .....51
    - iv) Resolution R-35-2013: Refuse Rates – Introduction .....54
    - v) Resolution R-36-2013: General Permit & License Fees (Information only).....59

- vi) Resolution R-37-2013: Building, Zoning & Construction Fees (Information only) .....69
- vii) Resolution R-38-2013: Fire Service Fees (Information only) .....77
- c) Ordinance M-15-2013: General Obligation Bond Series 2013 (Stormwater) Amend and Adopt .....86
- d) Resolution R-30-2013: Approving a Bond Record-Keeping Policy – Adoption .....135
- 8) Public Comment
- 9) Old Business: None.
- 10) New Business
  - a) 93 Green Bay Road Contaminated Soil Removal and Site Investigation.....147
- 11) Appointments
- 12) Reports
- 13) Executive Session
- 14) Adjournment

**NOTICE**

All agenda materials are available at [villageofwinnetka.org](http://villageofwinnetka.org) (*Council > Current Agenda*); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2<sup>nd</sup> floor).

Broadcasts of the Village Council meetings are televised on Channel 10 and AT&T Uverse Channel 99 every night at 7 PM. Webcasts of the meeting may also be viewed on the Internet via a link on the Village’s web site: [villageofwinnetka.org](http://villageofwinnetka.org)

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 BUDGET MEETING**

**October 10, 2013**

(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, October 10, 2013 at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Joe Adams, Arthur Braun, Jack Buck, Patrick Corrigan, Richard Kates and Stuart McCrary. Absent: None. Also in attendance: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Finance Director Ed McKee, Fire Chief Alan Berkowsky, Deputy Fire Chief John Ripka, Chief of Police Patrick Kreis, Deputy Chief of Police Joseph Pellus, and 2 persons in the audience.
- 2) Budget Overview. Finance Director Ed McKee explained that the Village is in a transition year as it moves to a calendar fiscal year and implements new financial accounting software. He noted that the 2013 data only reflects nine months of operations and one property tax installment, as the property tax is delivered to the Village in two installments.

Mr. McKee presented a comprehensive overview of the Village's key revenues and core financial principles, followed by a review of the enterprise funds and cash reserves. Based on a proposed 1.7% increase in the property tax levy, increases in the water and sewer rates, and the addition of stormwater fees, the budget impact on a typical resident in 2014 would be an increase in total taxes and fees of \$250 over last year. Property tax increases have consistently stayed slightly under the rate of inflation and also under tax caps.

Mr. McKee reviewed the annual pension costs per employee, noting that the last few years have produced an approximately 10% return on investments, which will be difficult to generate in the future. There was a short discussion about pension liabilities after which Mr. McKee noted that the Village uses one of the lowest assumptions on rate of return in the State, and also targets 100% funding, which is beyond what is required by State statute.

During Mr. McKee's review of the General Fund revenue and transfers, Trustee Buck suggested eliminating the Village's vehicle stickers and making up the lost revenue with the tax levy.

The Council discussed the concept and most were in favor of abolishing vehicle stickers. Mr. McKee said the tax levy would likely need to be increased another 2% to recoup the lost revenue and would add an additional \$71 to his previously reviewed resident budget impact. He said he would bring more exact numbers to the Council at a future budget meeting. Additional revenue would be lost due to ticketing enforcement of vehicle stickers.

Mr. McKee continued with his presentation, reviewing operating expenses, General Fund transfers and sales forecasts for the water & electric utilities. He concluded that the 2014 Budget is fiscally sound, operating budgets are austere and maintain core Village services, and begins implementation of a stormwater utility fee to pay stormwater capital improvements.

Mark Vorhees, 717 Park Avenue: Mr. Vorhees commented that property taxes are not deductible for everyone, but eliminating the vehicle stickers could help to reduce staff.

- 3) Police Department. Chief Kreis reviewed the department’s mission statement and organizational chart, along with typical daily staffing needs. He noted that 83% of the Department’s budget is directly related to human resources, which largely contributes to the proposed 2.8% budget increase.

Chief Kreis reviewed the Department’s key goals for 2014: (i) implement an administrative adjudication system; (ii) complete implementation of a new policy system and daily training bulletins; and (iii) implement new video security system. Capital outlays for next year include: (i) replace the computer servers and software for Computer Aided Dispatch; (ii) expand the proposed IP-based video security system.

After Chief Kreis reviewed the Department’s community engagement and patrol activities, along with crime statistics from the last year, he answered a few questions from the Council.

Responding to a concern about overtime costs, Chief Kreis said the three main drivers of overtime are: (i) officers attending court; (ii) street activities that happen near a shift’s end; and (iii) backfill to cover short shifts when an officer is lost due to injury or other reasons.

- 4) Fire Department. Fire Chief Alan Berkowsky reviewed the Department’s organizational chart and noted a below average staffing per 1,000 population statistic for Winnetka, which requires the administrative officers to take on additional duties.

Chief Berkowsky said personnel costs are 88% of the Department’s budget, which is the driving factor in the requested 4.2% budget increase. Goals for the next year include: (i) replace the manual-lift stretcher; (ii) provide advanced cardiac life support training to Department personnel; and (iii) develop an RFP for a new pumper engine, for purchase in 2015. After reviewing the vehicle replacement schedule, Chief Berkowsky proposed increasing the ambulance fees for non-residents and adding a loaded mileage fee, explaining that the move would bring the Department closer to the average fee, based on a survey of Chicago-area fire departments.

Responding to a question about false alarm fees, Chief Berkowsky explained that although the Department follows up with residents to avert more false alarms, they are hard to prevent, and raising the false alarm fee may not have the desired impact.

President Greable noted that the Fire and Police Departments manage a significant portion of the Village’s overall budget.

- 5) Public Comment. None.
- 6) Adjournment. Trustee Braun, seconded by Trustee Buck, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:40 p.m.

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Recording Secretary

**MINUTES**  
**WINNETKA VILLAGE COUNCIL BUDGET MEETING**

**October 14, 2013**

(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 Monday, October 14, 2013 at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Joe Adams, Arthur Braun, Richard Kates and Stuart McCrary. Absent: Trustees Jack Buck and Patrick Corrigan. Also in attendance: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Finance Director Edward McKee, Water & Electric Director Brian Keys and approximately five persons in the audience.
- 2) Water & Electric Department Budget Review.

Electric Department: Water & Electric Director Brian Keys described the total department, which includes 33 ¼ full-time equivalent employees and then proceeded to focus on electric kilowatt hour sales and forecasts. Mr. Keys and the Council discussed the system's overall capacity and how it is projected to keep pace with anticipated growth. Mr. Keys also described the rationale for using three years as the basis for kilowatt hour sale projections. There are no rate or fee increases proposed for the Electric 2014 budget. The Council discussed the recent history of rate increases; there was no increase in the prior fiscal year. Mr. Keys detailed the fund's major operating expenses and answered questions about reclassifications of certain assets and transfers from the utility to the general fund. The overall capital plan for fiscal year 2014 is \$2.45 million and includes projects for the Northfield substation switchgear, a new service truck, directional boring/cable pulling work, and conductors as well as cable pulling.

Mr. Keys showed the Village's purchase power rate from the Illinois Municipal Electric Agency (IMEA). Due to factors such as low sales from IMEA and unfavorable weather, the Village has undercharged for what it has provided to-date by approximately \$445,890. The Department is proposing to forgo a purchased power adjustment of about 5% in the coming fiscal year and not raise electric rates. Mr. Keys also stated there would be no changes in the demand charges for commercial businesses or other government entities. Village Manager Bahan and the Council discussed the structure of the administrative service charges that are charged as expenses to both the Water & Electric departments.

The Council and Mr. Keys discussed some of the Village's fees that seek to recoup the cost of Village costs, materials, and labor. These are flat fees rather than calculated on an individual customer basis. Finally, Mr. Keys presented a summary of the costs to the Village to operate its own electric plant. Trustee Braun inquired about the Village's plans to place overhead electric service lines underground. Mr. Keys said that progress does continue with new services, but that more undergrounding would require significant resource allocation. He also noted that the Village is co-owner of the lines with AT&T and therefore must have funds and their cooperation.

Water Department: The budget is constructed on a 4% increase for Winnetka residents and unincorporated customers. Mr. Keys said there is a less than 1% increase from last year's budget. The capital plan proposes \$592,000 of capital projects. Although it is trending up,

the Water Fund does not meet the minimum fund balance previously established in 2014. Trustee Kates inquired about the water contract with the Village of Northfield, which adjusts based with increases in the CPI. Mr. Keys explained that the contract with Northfield would be negotiated in 2016. The Council discussed historic and future planned increases in the Water Fund. Mr. McKee explained that since 2004, inflation has been about 44%. In comparison, water rate increases have been about 52%.

The Council and Mr. Keys discussed some of the longer-term needs of the water system, and President Greable asked Mr. Keys to develop a plan for the improvement of the water distribution system. After reviewing the water sales and forecast, Mr. Keys presented a comparison of water rates between Winnetka and surrounding communities; the average of nine communities is \$35.30 and Winnetka's rate is \$32.83 per 1,000 cubic feet. Based on a comment from Trustee Kates, the Council discussed the potential annexation of Woodley Road and the impact on rates and evaluation of their existing infrastructure. Key priority expenditures for the Water Department include water meter replacement, inspection of clearwells, hydrant painting, leak detection services, vehicle replacement, as well as spare parts and tools. In terms of capital expenditures, Mr. Keys described the planned main replacement project for a new 8" water main on Auburn Avenue; the project would be performed in conjunction with the Public Works Department's road rehabilitation project. Other capital expenditures for Water include a replacement link truck, a low lift pump, and a project to sectionalize valves on water lines with high customer counts.

- 3) Public Comment. None.
- 4) Executive Session. None.
- 5) Adjournment. Trustee Braun, seconded by Trustee Kates, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:59 p.m.

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Recording Secretary

**MINUTES  
WINNETKA VILLAGE COUNCIL  
REGULAR MEETING  
October 15, 2013**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Council Chambers on Tuesday, October 15, 2013, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Joe Adams, Arthur Braun, Patrick Corrigan, Richard Kates, and Stuart McCrary. Absent: Trustee Jack Buck. Also present: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Finance Director Ed McKee, Village Attorney Katherine Janega, Public Works Director Steve Saunders, Chief of Police Pat Kreis, and approximately 5 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
  - a) October 30, 2013 Budget Meeting. All of the Council members present indicated that they expected to attend.
  - b) November 5, 2013 Regular Meeting. All of the Council members present indicated that they expected to attend.
  - c) November 12, 2013 Study Session. Manager Bahan announced that this meeting would likely be moved to Thursday, November 14. All of the Council members present indicated that they expected to attend.
  - d) November 19, 2013 Regular Meeting. All of the Council members present indicated that they expected to attend.
- 4) Approval of the Agenda. Trustee McCrary suggested a minor correction to the October 1 Regular Meeting minutes. Trustee Braun, seconded by Trustee McCrary, moved to approve the Agenda, with the minutes as modified by Trustee McCrary. By roll call vote, the motion carried. Ayes: Trustees Adams, Braun, Corrigan, Kates and McCrary. Nays: None. Absent: Trustee Buck.
- 5) Consent Agenda
  - a) Village Council Minutes.
    - i) October 1, 2013 Regular Meeting.
    - ii) October 8, 2013 Study Session.
  - b) Warrant Lists Nos. 1817 and 1818. Approving Warrant List No. 1817 in the amount of \$794,115.88, and Warrant List No. 1818 in the amount of \$529,801.61.
  - c) Bid 013-028: Concrete Repairs to Clearwell #3. An authorization for the Village Manager to award Bid #013-028 to Keno & Sons Construction Company in the amount of \$36,845 for concrete repairs to Clearwell #3 at the Village's Water Plant.

Trustee Braun, seconded by Trustee McCrary, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Adams, Braun, Corrigan, Kates and McCrary. Nays: None. Absent: Trustee Buck.

6) Stormwater.

- a) Stormwater Monthly Report. Public Works Director and Village Engineer Steve Saunders reported that the two Northeast Winnetka projects are expected to commence this fall and finish next spring. There was a pre-construction meeting for the Lloyd Park Outlet project, awarded in September, and construction should start the last week in October. He noted that both projects came in slightly below cost estimates.

Mr. Saunders said a pre-construction meeting for the Winnetka Avenue Pump Station Improvements is scheduled for October 17, with construction expected to start in November. A meeting of the neighbors concerned about the Northwest Winnetka Project is planned for the first week of November.

Lastly, the final Request for Proposals for the Willow Road Tunnel Project will be distributed on October 18, and after discussion of the bids at the December Study Session, a contract award is expected at the second meeting in December.

There was a suggestion from the Council that more public outreach might be needed.

Mr. Saunders agreed that more community meetings had been recommended last summer, and that a neighborhood meeting with the residents on the east end of Willow Road would be helpful, and any others that the Council would like to schedule.

Manager Bahan said a schedule of smaller meetings could be devised for the Council's consideration.

- b) Northeast Winnetka Stormwater Improvements – Tower/Old Green Bay Relief Sewer: Contract Award. Mr. Saunders reported that the bidding process for the second contract of the Northeast Winnetka Improvements was very competitive, with 10 bidders participating. After a thorough review and reference checks, Staff recommends awarding the construction contract for \$976,036 to the low bidder, Copenhaver Construction.

In response to questions, Mr. Saunders confirmed that there should be no negative effects for the area west of the train tracks once the new Tower/Old Green Bay sewer is installed; and he stated that there was no reason to disqualify Copenhaver Construction from winning the bid award.

Trustee Kates, seconded by Trustee Braun, moved to award a construction contract for the Tower & Old Green Bay Roads Relief Sewer to Copenhaver Construction, for \$976,036. By roll call vote, the motion carried. Ayes: Trustees Adams, Braun, Corrigan, Kates and McCrary. Nays: None. Absent: Trustee Buck.

7) Ordinances and Resolutions.

- a) Stormwater Financing, General Obligation Bonds Series 2013 & 2014. President Greable called upon Finance Director Ed McKee to present Ordinances M-15-2013 (Series 2013) and M-16-2013 (Series 2014) for discussion, and to explain the proposed bond issues.

Mr. McKee explained that pursuant to the Council's direction at the July 11<sup>th</sup> Special Study Session, Staff has worked with the Village's financial advisor and bond counsel to structure the issuance of general obligation bonds totaling \$18.5 million, to finance some of the improvement in the Stormwater Improvement Program.

A detailed Council discussion of the matter followed, during which Mr. McKee and Village Attorney Katherine Janega explained that the two bond ordinances authorize general obligation bonds that are to be paid through the levy of property taxes, but noted that the Village intends to impose a stormwater utility fee, which will enable the Village to abate the taxes.

Mr. McKee introduced Julie Kelly of Chapman & Cutler, the Village's bond counsel; and Kevin McCanna of Speer Financial, the Village's financial advisor; both of whom were on hand to answer questions.

Mr. McKee explained that the debt was structured so that debt retirement would be paid in early years after issuance and again in the later years of the issue, with mainly interest being paid in the middle years. He noted that this approach was being used to lock in the long-term interest rates, and hopefully to protect against any future market fluctuation. Splitting the \$18.5 million into two separate series, closing in different years, allows both the Series 2013 Bonds and the series 2014 Bonds to be bank-qualified bonds and potentially saves the Village 20 basis points.

Mr. McKee reviewed the schedule for the sale of the bonds, along with the preliminary official statements for the Village and the exhibits to the bond ordinances, after which the Council thoroughly discussed the bond issues with Mr. McKee, Ms. Janega, Mr. McCanna and Ms. Kelly.

Answering questions about whether the bonds could be offered to Winnetka residents, Mr. McCanna explained that it is difficult to guarantee that people will be able to buy the bonds. He said the best ways to offer to residents would be: (i) give a list of interested parties to the purchaser and offer them a chance to sell the bonds to those on the list; (ii) have interested residents' brokers call the bank immediately after the sale and offer to buy them; or (iii) set up a side sale for a designated amount and allow a local broker to offer them on the same day of the public sale.

Ms. Kelly responded to a question about what would happen if the Tunnel project does not go forward, explained that if certain spend-down requirements are not met, a penalty could be levied. If the project does not go forward at all, either the bonds could be called, or the money could be spent on other related capital projects, as the Village is not legally obligated to abate the taxes for repaying the bonds.

Jim Gordon, 281 White Oak Lane: Mr. Gordon said he thinks the bond structure is excellent and the Village is getting the benefit of the best rates and planning.

Attorney Janega explained that the bonds are structured in two series, Series 2013 and Series 2014, each authorized by a separate ordinance. Series 2013 issues \$9 million in general obligation bonds, which will be sold in November and close the same month. Series 2014 issues \$9.5 million in general obligation bonds, which will be sold in December and close in January, 2014.

Attorney Janega noted that the bond ordinances contain some blank spaces, as the final terms are not determined until the results of the bond sale are known. She reviewed the process whereby the ordinances will be finalized for adoption, and further explained the abatement process and when that could occur.

i) Ordinance M-15-2013: Series 2013 – Introduction.

There being no further questions or comments, Trustee McCrary, seconded by Trustee Braun, moved to introduce Ordinance M-15-2013, an Ordinance providing for the issuance of \$9,000,000\* General Obligation Bonds, Series 2013, of the Village of Winnetka, Cook County, Illinois, for the financing of certain improvements to the stormwater system of the Village, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds. By roll call vote, the motion carried. Ayes: Trustees Adams, Braun, Corrigan, Kates and McCrary. Nays: None. Absent: Trustee Buck.

ii) Ordinance M-16-2013: Series 2014 – Introduction.

There being no further questions or comments, Trustee Braun, seconded by Trustee McCrary, moved to introduce Ordinance M-16-2013, an Ordinance providing for the issuance of \$9,500,000\* General Obligation Bonds, Series 2014, of the Village of Winnetka, Cook County, Illinois, for the financing of certain improvements to the stormwater system of the Village, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds. By roll call vote, the motion carried. Ayes: Trustees Adams, Braun, Corrigan, Kates and McCrary. Nays: None. Absent: Trustee Buck.

8) Public Comment and Questions.

9) Old Business. None.

10) New Business.

a) Public Safety Video Security System. Police Chief Patrick Kreis introduced Rich Carlson, the Records and Communications Supervisor at the Police Department, who has been instrumental in helping explore the best options for the Village. He explained that the current video security system for the Public Safety Building (PSB) is outdated and has become increasingly difficult to maintain. The Police Department has researched numerous approaches for replacing the system, with an eye towards potential expansion to include other public locations throughout the Village.

Chief Kreis said an expandable network video recorder system is the recommended choice, as it offers a shared control interface from cameras located at the PSB, and future cameras that may be added in other locations. Staff evaluated the responses received from the Police Department’s Request for Proposals, and interviewed the three vendors who scored the highest in the review process.

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\* Preliminary, subject to change.

\* Preliminary, subject to change.

Chief Kreis reviewed technical aspects of the new video security system that the Police Department deems critical, such as connectivity to the Village Hall and Metra Station. He recommended accepting the proposal from Phoenix Systems & Service, because the firm presented the best overall solution, including expansion capabilities, for a lower price than the second-rated firm. In addition, the Police Department has worked with Phoenix in the past and Phoenix has provided high-quality service.

After questions and a short discussion on the project, the Council were in agreement to move forward with the Police Chief's recommendations, in the interest of safety.

Trustee Braun, seconded by Trustee Corrigan, moved to authorize the Village Manager to enter into an agreement with Phoenix Systems & Service for video security products and services in the amount of \$92,614, with an additional allowance of up to \$15,000 for additional products and services to be identified and selected during the implementation of the project. By roll call vote, the motion carried. Ayes: Trustees Adams, Braun, Corrigan, Kates and McCrary. Nays: None. Absent: Trustee Buck.

11) Appointments. None.

12) Reports.

a) Village President. None.

b) Trustees.

i) Trustee McCrary reported that the Environmental & Forestry Commission will launch another Styrofoam recycling effort for the holidays.

c) Attorney. Attorney Janega reported that she would be giving presentations at the upcoming IML and IICLE conferences.

d) Manager. None.

13) Executive Session. None.

14) Adjournment. Trustee Braun, seconded by Trustee Kates, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:24 p.m.

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Recording Secretary



## Agenda Item Executive Summary

**Title:** Warrant Lists Nos. 1819 and 1820

**Presenter:** Robert M. Bahan, Village Manager

**Agenda Date:** 11/05/2013

**Consent:**  YES  NO

<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input checked="" type="checkbox"/>	Informational Only

### Item History:

None.

### Executive Summary:

Warrant Lists Nos. 1819 and 1820 were emailed to each Village Council member.

As the closeout of the Village's contract for the final Village Hall renovations has not yet been authorized by the Council, staff recommends delaying this payment. The item appears as Warrant #055932 on Warrant List #1820. The payment to Simpson Construction Co. will be further reviewed and confirmed by staff.

### Recommendation / Suggested Action:

Consider approving Warrant Lists Nos. 1819 and 1820, excluding the payment listed to Simpson Construction Co. in the amount of \$121,712.72

### Attachments:

None.



## Agenda Item Executive Summary

**Title:** State of Illinois Joint Purchase Program Equipment Replacement: PW-8

**Presenter:** Steven M. Saunders, Director of Public Works/Village Engineer

**Agenda Date:** 11/05/2013

**Consent:**  YES  NO

- |                                     |                         |
|-------------------------------------|-------------------------|
| <input type="checkbox"/>            | Ordinance               |
| <input type="checkbox"/>            | Resolution              |
| <input checked="" type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/>            | Policy Direction        |
| <input type="checkbox"/>            | Informational Only      |

### Item History:

2013 9-Month Budget Capital Item

### Executive Summary:

The FY2013-14 9-month budget contains \$85,000 in account 10-30-640-138 for the replacement of unit PW-8, a 2001 utility truck used for sign maintenance and replacement, and snow removal. From time to time, the Village participates with the State of Illinois Joint Purchasing Program for vehicle replacement, which leverages the purchasing power of the State of Illinois to the benefit of smaller units of local government.

State of Illinois Contract #4017340 provides for the purchase of a replacement chassis and sign maintenance body that meets the Village's needs, with unit prices as follows:

2014 Ford F450 chassis	\$26,130
84" Cab-Axle length	\$165
Factory trailer brake	\$195
Factory backup alarm	\$120
Factory CD-ROM service manual	\$225
Factory black running boards	\$300
Delivery	\$275
Title & municipal plates	\$155
Sauber Mfg. platform body with tool boxes, post-puller, lift crane, and air compressor	\$57,384
Total	\$84,949

The existing unit will be taken out of service for disposal by auction when the new unit is in service.

### Recommendation / Suggested Action:

Consider awarding a purchase order to Bob Ridings Ford, of Taylorville, IL in the amount of \$84,949 for the purchase of a 2014 Ford F450 regular cab chassis and platform body under State of Illinois Joint Purchasing Program Contract #4017340.

### Attachments:

State of Illinois Purchase Contract  
Photos of complete unit (in-service unit: Bolingbrook)

**Bob Ridings Fleet Sales  
Todd Crews, Fleet Sales Mgr.  
931 Springfield Rd  
Taylorville IL 62568**

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Monday, September 16, 2013

PHILLIP SOLDANO  
VILLAGE OF WINNETKA  
1390 WILLOW RD  
WINNETKA, IL 60093

Dear Phil:

Thank you for your inquiry about our Fleet Sales Program; note this proposal is in association with our State of Illinois contract # 4017340. We are pleased you are again considering us for your new truck and we can order it as follows. Note delivery is estimated in 120 days+ after your order.

**1 2014 Ford F450 Regular Cab 2wd Chassis**  
Includes All Standard Pkg Equipment 16,000 Min GVWR  
6.8 Litre V10 w/5spd Automatic  
Air Conditioning Tilt Wheel AM/FM Upfitter Switch Panel  
BASE COST \$26,130.00  
USE LONGER 84" Cab/Axle \$165.00  
Cruise Control, Power Windows/Locks/Mirrors NOT Ordered  
ADD Use Std All Season Tires  
Built in Factory Trailer Brake \$195.00  
Limited Slip Axle NOT Ordered  
Factory Backup Alarm \$120.00  
Factory CD ROM Serv Man \$225.00  
Factory Black Running Boards \$300.00  
(NOTE Door Edge/Vent Visors/Mats NOT Added, inquire)  
Delivery to Sauber Mfg \$275.00  
New Municipal Lic & Title \$155.00  
Dk Green Gem Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering  
Subtotal \$27,565.00  
SAUBER Equipment Platform Body, Toolbox, Post Puller, V Mac Compressor,  
Liftmoore Crane & Related \$57,384.00 Reference # SQ105800  
**YOUR COST, P/O # Pending \$84,949.00**

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.  
Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews  
Fleet Sales Manager

**Bob Ridings Fleet Sales Program  
Todd Crews, Fleet Sales Mgr.**

Ph. 217-824-2207

931 Springfield Rd

E-Mail

Fax 217-824-4252

Taylorville IL 62568

toddfleet@aol.com

Ordering Agency: Village of Winnetka

Ford Fleet # QE028

Quantity: 1

Contact Person: Phillip Soldano

Purchase Order # \_\_\_\_\_

Address: 1390 Willow Road

City & Zip: Winnetka, IL 60093

Cost Each \$ \_\_\_\_\_

Phone: 847-716-3267

Fax #: 847-501-2680

TOTAL ORDER COST \$ \_\_\_\_\_

**BOB RIDINGS is pleased to once again provide the official State of Illinois contract for F450/550!**

**STEP 1, SELECT Your Truck Model** *XL Standard Package Equipment Includes:*

6.8 Litre V-10 w/362 HP & HD 5spd Automatic	<b>16,000 MIN GVWR, Approx 8500lb Payload</b>	Power Steering & Brakes
4 Wheel Disc Anti Lock Brakes & Advance Trac	225/75R19.5F All Season Tires w/NO SPARE	19.5" Silver Steel Wheels
Trailer Pkg. w/650 CCA Battery & 157 Amp Alternator, HD Oil & Trans Coolers, Trailer Wiring		
Trailer Tow Mirrors	40 Gal Rear Fuel Tank	Intermittent Wipers
		Front AND SIDE Air Bags
<b>INCLUDES Air Conditioning</b>	<b>Tilt Steering Wheel</b>	AM/FM Stereo
		Black Grille & Bumpers & HD Frt Tow Hooks
XL Trim w/40/20/40 Vinyl Split Seat & Full Vinyl Floor Covering		3/36 Basic Warranty, 5/60 Powertrain
<b>4x4 Models Also Include Solid Front Axle &amp; 2spd Transfer Case w/MANUAL HUBS! PHOTOS &amp; INFO at <a href="http://www.ford.com">www.ford.com</a></b>		

<u>    </u> <b>2014 F450/550 Regular Cab/Chassis</b>	<b>F450 x 2wd \$26,130.00</b>	<u>    </u> <b>4x4 \$28,655.00</b>
F450 is 16,000 min GVWR	<b>F550 <u>    </u> 2wd \$27,085.00</b>	<u>    </u> <b>4x4 \$29,610.00</b>
F550 is 18,000 min GVWR	<b>Includes 60" Cab/Axle</b>	<b>x 84" Cab/Axle \$165.00</b>

<u>    </u> <b>2014 F450/550 SUPER Cab/Chassis</b>	<b>F450 <u>    </u> 2wd \$28,000.00</b>	<u>    </u> <b>4x4 \$30,525.00</b>
SUPER Cab includes Flip-Out Cab Access Doors	<b>F550 <u>    </u> 2wd \$28,955.00</b>	<u>    </u> <b>4x4 \$31,480.00</b>
& Folding Rear Bench Seat. Includes 60" Cab/Axle	<u>    </u> <b>84" Cab/Axle \$165.00</b>	

<u>    </u> <b>2014 F450/550 CREW Cab/Chassis</b>	<b>F450 <u>    </u> 2wd \$28,875.00</b>	<u>    </u> <b>4x4 \$31,400.00</b>
CREW Cab includes Full Rear Doors and	<b>F550 <u>    </u> 2wd \$29,830.00</b>	<u>    </u> <b>4x4 \$32,355.00</b>
Full 3 Passenger Rear Bench Seat. Includes 60" Cab/Axle	<u>    </u> <b>84" Cab/Axle \$165.00</b>	

     **6.7 Powerstroke Twin Turbo Diesel V8, includes dual 750 CCA Batteries & 100,000 mi Warranty \$6500.00**

**STEP 2, SELECT Paint Color, Interior and Options** (Includes Steel Gray Interior)

<u>    </u> White	<u>    </u> Dk. Sterling Gray	<u>    </u> Bright Red	<u>    </u> Black	<u>    </u> Pale Adobe Beige
<u>    </u> Silver	<u>    </u> Dk Blue "Jeans"	<u>  x  </u> Dk Green Gem	<u>    </u> <b>School Bus Yellow \$600.00</b>	<u>    </u> Brown (XLT Only)

<b>XL INTERIOR</b> (Inquire)	<u>  X  </u> Vinyl 40/20/40 Split Bench Seat Standard	<u>    </u> Cloth 40/20/40 Split Bench (Std w/XLT)	\$100.00
	<u>    </u> Vinyl Buckets w/Mini Console \$325.00 (Regular Cab ONLY)	<u>    </u> WITH CREW CAB	\$300.00
		<u>    </u> CLOTH Buckets w/Mini Console	\$475.00
		<u>    </u> WITH CREW CAB	\$600.00

<b>XL OPTIONS AVAILABLE</b> (Included with XLT)	<u>    </u> Cruise Control	\$200.00	<u>    </u> Power Pkg w/Pwr Windows/Locks/Heated Signal	\$835.00
	<u>    </u> AM/FM/CD/MP3 Player	\$250.00	<u>    </u> Mirrors & Keyless Remote Entry	\$1025.00
	<u>    </u> VALUE PKG! Cruise, CD AND		<u>    </u> WITH CREW CAB	
	<u>    </u> Chrome Bumper Décor Pkg	\$550.00		

**NOTE PRELIMINARY 2014 information, call to confirm before ordering!**

(next page)

**XLT UPGRADE PACKAGE, Includes all XL Standard AND OPTIONAL Equipment Above, PLUS**  
 SYNC Bluetooth System, Chrome Grille **REGULAR Cab \$3475.00**  
 Factory Trailer Brake, Cloth 40/20/40 Split Bench Seat PLUS MORE!!! **SUPER Cab \$3725.00**  
**Specify** \_\_\_ Full Vinyl Floor Covering \_\_\_ Carpet & Carpeted Mats **CREW Cab \$4425.00**

**OPTIONS FOR XLT ONLY** \_\_\_ **XLT Interior Pkg, Includes Power Driver Seat, Power Pedals, and Auto Headlamps \$735.00**  
 \_\_\_ **ADD Bucket Seats & Console (N/A w/Reg Cab, w/4x4 REQ Electric Shift) \$300.00**

\_\_\_ Power Sliding Rear Window w/Rear Defogger (N/A w/Reg Cab) \$375.00 \_\_\_ 19.5" Aluminum Wheels \$1050.00  
 \_\_\_ Power Telescopic Trailer Mirrors \$150.00 \_\_\_ Power Adjust Pedals \$115.00  
 \_\_\_ SIRIUS Satellite Radio \$185.00

**2014 F450/550 FACTORY OPTIONS for all Models**

**WORK ESSENTIALS** We STRONGLY ENCOURAGE the following (\*) important equipment for EVERY WORK TRUCK!!!  
 \_\_\_ \*Electric Switchable Shift-on-the-Fly 4x4 w/Auto Hubs \$175.00 \_\_\_ \*Snowplow Prep Pkg (2wd & 4x4) \$75.00  
 (NOTE Manual 4x4 Hubs and Floor Shift 4x4 are Standard) (REQ for Plow Use, Incl HD Front Springs)  
 \_\_\_ \*Limited Slip Axle (4.30 or 4.88) \$310.00 \_\_\_ All Terrain REAR Tires (2wd or 4x4) \$190.00  
 \_\_\_ All Terrain Tires, Front & RR (4x4) \$210.00  
 \_\_\_ Spare Tire (Shipped Loose) \$350.00

**FACTORY TRAILERING EQUIPMENT/PAYLOAD UPGRADE**

\_\_\_ **x** Built-In Factory Trailer Brake (Included w/XLT) \$195.00  
 \_\_\_ High Capacity Trailer Pkg, 33,000 GCWR (Diesel Only, REQUIRES Limited Slip Axle) \$325.00  
 \_\_\_ F550 PAYLOAD UPGRADE PKG  
 Includes Upgraded Frame & RR Axle \$1095.00  
 Provides 19,000+ GVWR (REQUIRES 4.88 Ltd Slip)

\_\_\_ **AMBULANCE PKG (Diesel ONLY)** Includes Dual Alternators Operator Regeneration, (Inquire) \$1075.00  
 (NOT AVAILABLE w/High Cap Trailer Tow or Snowplow Prep)

**FACTORY ELECTRONIC EQUIPMENT**

\_\_\_ **Factory Remote Start (REQ Power Pkg or XLT) \$185.00!!**  
 \_\_\_ SYNC Voice Command Bluetooth w/Steering Wheel Switches (REQ XL Value Pkg, Included w/XLT) \$350.00

\_\_\_ Factory Stainless Wheel Simulators \$375.00  
 \_\_\_ SUBSTITUTE Mid Ship 28 Gal Fuel Tank \$120.00

\_\_\_ Engine Block Heater \$65.00  
 \_\_\_ Daytime Running Lights \$40.00  
 \_\_\_ Sliding Rear Window \$125.00  
 \_\_\_ **x** Factory Backup Alarm \$120.00  
 \_\_\_ PTO Provision (Inquire) \$250.00  
 \_\_\_ CNG/LPG Prep Pkg for V10 \$290.00  
 \_\_\_ 4x4 Skid Plate (Super & Crew) \$90.00  
 \_\_\_ **x** Factory CD Rom Service Manual \$225.00  
 (note books no longer available)  
 (\*) **WITH DIESEL ONLY (Inquire)**  
 \_\_\_ \*HD Dual Alternators, 160 Amps Ea \$375.00  
 \_\_\_ \*HD Single 200 Amp Alternator \$75.00  
 \_\_\_ \*Manual Operator Regen (Inquire) \$225.00  
 \_\_\_ \*Rapid-Heat Supplement Cab Heater \$225.00  
 \_\_\_ \*Dual Fuel Tanks (REQUIRES CD Player, Inquire) \$695.00

**EXTRA KEYS**

\_\_\_ Programmed Key with No Remote \$25.00 ea  
 \_\_\_ Key/Remote Combo w/Pwr Locks \$150.00 ea

**RUNNING BOARD OPTIONS (a MUST for 4x4s, Inquire)**

\_\_\_ **x** **FACTORY Black X Regular Cab \$300.00**  
**Running Boards** \_\_\_ **Super or Crew \$350.00**  
 \_\_\_ Tubular Cab Steps \_\_\_ Black Stainless \$375.00  
 \_\_\_ Polished Stainless \$475.00

\_\_\_ **Tubular Front Brush/Grille Guard, Black \$695.00**  
 \_\_\_ **Polished Stainless \$995.00**

**INTERIOR AND BODY PROTECTION**

**x** Door Edge Guards, Black \$30.00  
**x** Heavy Duty Rubber Floor Mats \$65.00  
 \_\_\_ Bug Deflector, Smoke Acrylic \$99.00  
**x** Vent Visors, Smoke Acrylic, Pair \$79.00

\_\_\_ **RHINO LINER HD Spray In Bedliner \$575.00**  
 \_\_\_ **Rustproof and Undercoat \$299.00**

**RAMSEY WINCHES** \_\_\_ Patriot, 8000lb, Remote Controls, 95ft Cable w/Hook, Includes Black Grille Guard \$3085.00  
 \_\_\_ REAR MOUNT 8000lb, Remote, Cable, Removable TRAILER HITCH Mount \$2285.00

**STROBE LIGHTING OPTIONS** \_\_\_ BACKRACK Cab Protector, Recommended for Pickup Light Mounting \$375.00  
 \_\_\_ Federal Signal OR ECCO 6650A Amber Strobe Light, 6" Round \$395.00  
 \_\_\_ Federal Signal OR ECCO 22" Amber Light Bar \$650.00  
 \_\_\_ Federal "Highlighter" 15" LED Low Profile Amber Light Bar \$550.00  
 \_\_\_ USE Leveling Bracket on Dump Body Cab Protector ADD \$125.00

\_\_\_ **Federal 4 Way PARKING LAMP HOUSING Strobe System OUR MOST POPULAR! \$650.00**  
 \_\_\_ **WITH DUMP BODY 4 Way Strobe System w/Oval Built Ins in Dump Body & Grille \$895.00**

**2014 F450/550 BODY OPTIONS AVAILABLE** add to your chassis selection,  
 NOTE LONGER 11ft BODY options include longer chassis cost and are available on all cab styles..

**CRYSTEEL 9ft Dump Body Special 3 Yd Pkg. \$6795.00**  
 Includes 87" Inside Width, 14" Sides w/Board Pockets, 10ga Floor, 12ga Sides, Cab Shield w/Screen Window, 20" Double Acting Removable Tailgate w/One Hand Release, Dirt Shedding Rails & Pillars. Includes 9 Ton Crysteel LB400 **Electric Hoist w/Power Up, Gravity Down**, 45 Degree Dump Angle & 17" Stroke. **See at www.crysteel.com**  
**ALSO INCLUDES Class IV 2" Hitch Receiver Tube w/pintle plate. If this hitch pkg is not desired DEDUCT (-\$400)**

SELECT PAINT  Black  White  Bright Red No Cost  
 Paint to Match all other colors \$1000.00

SELECT SIDES  Fixed No Cost  
 Fold Down No Cost

**CRYSTEEL 11ft Dump Body 3-4 Yd Pkg. \$8695.00**  
 Includes Specs as Above, Plus Fixed Sides and Upgrade to 84" CA  
**ALSO INCLUDES Class IV 2" Hitch Receiver Tube w/pintle plate. If this hitch pkg is not desired DEDUCT (-\$400)**

SELECT PAINT  Black  White  Bright Red No Cost  
 Paint to Match all other colors \$1000.00

SELECT SIDES  Fixed No Cost  
 Fold Down \$500.00

**OPTIONS FOR DUMP BODY PKG**

- Short Tail Body for use with Salt Spreader & 28 Gallon Side Fuel Tank Inquire
- UPGRADE to Heavier Duty 8ga Floor and 10ga Sides \$425.00
- Power Up & Down Double Acting Electric Hoist (Incl w/Central Hydraulic System) \$425.00
- Additional Mudflap in Front of each RR Wheel \$150.00**
- CENTRAL HYDRAULIC SYSTEM** Includes 20 Gallon Reservoir, Fanbelt Driven Clutch Pump, Pwr Up & Down. Includes Hydraulic Lines and Morse In-Cab Controls for Plow & Spreader **\$7250.00**
- UNDER TAILGATE SPREADER** Beyers SaltDogg 92420A  Steel \$3250.00  
 for use with Central Hydraulics  Stainless \$3995.00
- TOMMYGATE "Load & Dump" Liftgate** 1600 lb, Not Available w/Spreader \$4995.00

**KNAPHEIDE FLATBED Body Pkg.** Painted Black with 40" Screened Bulkhead **9ft \$2995.00**  
 SELECT FLOOR  Wood or  Smooth Steel No Cost Model PVMX-93C & PVMX 123C **12ft \$3495.00**  
 Treadplate Floor ADD \$400.00

Class V Hitch Receiver ADD \$525.00  **Knapheide Hoist w/Pwr Up & Down ADD \$4500.00**  
 Model KH-1412 **See at www.knapheide.com**

**TOOLBOX OPTIONS For Dump Or Flatbed**

- Knapheide Steel "BACKPACK" Toolbox, Fits Between Cab and 9' Bed, 2 Doors Per Side, Up to 82" Wide Storage, Includes Longer Cab/Axle Chassis, Painted Black or White \$5650.00
- Steel UNDERBODY TOOLBOXES, Black, 18x18x36  Left or  Right Side \$850.00  
 Mounts Under Body Between Cab & Rear Axle  Pair, BOTH Sides \$1625.00
- WEATHERGUARD ALUMINUM** Toolbox, 18x18x36  Left or  Right Side \$950.00  
 Pair, BOTH Sides \$1825.00

NOTE Underbody boxes used with Backpacks and Fold Down Side Bodies may be size 14x14x36, INQUIRE. With Central Hydraulics use one side only, pair not available.

**SNOWPLOWS FOR 4x4's** Include Quick Release Mount, Snow Deflector, and Joystick Control (REQUIRES Snowplow Prep Pkg)

<input type="checkbox"/> <b>WESTERN 8.0ft Pro Plow Ultra Mount \$5275.00</b>	<input type="checkbox"/> <b>BOSS 8.0 ft Super Duty \$5275.00</b>
<input type="checkbox"/> Western 8.5 ft Pro PLUS \$5495.00	<input type="checkbox"/> 8.5 ft Super Duty \$5495.00
<input type="checkbox"/> Western 9.0 ft Pro PLUS \$5695.00	<input type="checkbox"/> 9.0 ft Super Duty \$5695.00
<input type="checkbox"/> Western 8-10ft Wide Out \$6895.00	<input type="checkbox"/> 10.0 ft Municipal \$6695.00
<input type="checkbox"/> Western 8.5 MVP V-PLOW \$5995.00	<input type="checkbox"/> 8.2 ft V-PLOW \$6295.00
<input type="checkbox"/> Western 9.5 MVP V-PLOW \$6295.00	<input type="checkbox"/> 9.2 ft V-PLOW \$6595.00
<input type="checkbox"/> ADD Hand Held Remote \$50.00 (Included w/VPlow)	(All Boss INCLUDE Hand Held Remote)

**WESTERN ICE-BREAKER, STAINLESS 8ft V Box Spreader**, Includes 11hp Honda Engine, 2.0 Cu Yd Hopper w/Top Screen, Mounted w/Ratcheting Hold Downs, Electric Controls in Cab \$8850.00

**WESTERN TORNADO, POLY 8ft VBox Spreader**, 1/2 hp Electric Power, 1.8 Cu Yd \$6100.00

**WESTERN Model 2500** Low Profile, Below Tailgate, 1/3 hp Electric Power, 8.5 cu ft Poly Hopper \$2475.00

**WESTERN Model 1000** Low Profile, Below Tailgate, 1/3 hp Electric Power, 8 cu ft Poly Hopper \$2225.00

**SERVICE Body Packages** Standard 40" Height, Includes 3 Compartments Per Side w/Std. Shelving Pkg, Treadplate Floor & RR Step Bumper. *Knapheide* Bodies are E Coat Steel w/Stainless Latches & Slam Latch Tailgate

\_\_\_ **KNAPHEIDE 9ft Steel, Model 6108D54J** **\$6795.00**     \_\_\_ ADD Flip Top Body \$800.00  
 \_\_\_ **11ft w/4 Compts Per Side & 84" Cab/Axle** **\$7895.00**     \_\_\_ ADD Flip Top Body \$1100.00

\_\_\_ **ASTORIA 9ft Fiberglass** **\$8995.00**     \_\_\_ ADD Flip Top Body \$xxx.00  
 \_\_\_ **11ft w/4 Compts Per Side & 84" Cab/Axle** **\$12,395.00**     \_\_\_ ADD Flip Top Body \$xxx.00  
 Includes Stainless Paddle Latches     \_\_\_ Slam Latch Tailgate \$xxx.00

\_\_\_ **KNAPHEIDE KUV 9ft Steel, Model KC108L2094J** **\$10,975.00**  
 \_\_\_ **11ft w/4 Compts Per Side & 84" Cab/Axle** **\$12,195.00**  
 Cab High Canopy Roof, 45" Interior Height, Rear Double Doors w/windows. [www.knapheide.com](http://www.knapheide.com)

**OPTIONS FOR KNAPHEIDE BODIES**

Paint \_\_\_ Red \_\_\_ White \_\_\_ Black **No Cost**     \_\_\_ Lighting in Compartments \$495.00  
 \_\_\_ \*Paint to Match for all other Colors \$1000.00     \_\_\_ \*\*Manual Master Locking System \$400.00  
 \_\_\_ \*\*Hot Stick Compartment Door \$400.00  
 \*\*Included on KUV

\_\_\_ **Compartment Power Locks, Wired to Factory Truck Power Locks & Remote!!** **\$895.00**

\_\_\_ Class V Hitch Receiver \$525.00     \_\_\_ **AUTOCRANE 2000 lb EconoTon II** \$8295.00  
 \_\_\_ ADD Pintle/Ball Combo Hitch \$250.00     On Right RR of Body, 355 Deg Rotation

\_\_\_ Weatherguard Model 1225 Ladder Rack, 1000 lb Capacity, 72" Wide \$1395.00

\_\_\_ **TOMMYGATE LIFTGATE** Model 54 1300 lb w/11" Folding Extension **\$3075.00**  
 \_\_\_ USE ALUMINUM PLATFORM \$695.00     \_\_\_ UPGRADE to 1300 lb G2 ADD \$295.00

**FORD EXTENDED WARRANTY** Factory Extended Warranty coverage good at any Ford Dealer, \$100 deductible after 3yr/36,000 mi. Inquire for details or different time or mileage limits.

___ <b>5yr/75,000 mi Extra Care</b>	___ <b>6yr/100,000 mi Powertain</b>	___ <b>5yr/75,000 mi. PremiumCare</b>
___ Gas \$1695.00	___ Gas \$1775.00	___ Gas \$1995.00
___ Diesel \$1995.00	___ Diesel \$2475.00	___ Diesel \$2395.00
___ Snowplow Gas \$2395.00	___ Snowplow Gas \$2475.00	___ Snowplow Gas \$2695.00
___ Snowplow Diesel \$2695.00	___ Snowplow Diesel \$3175.00	___ Snowplow Diesel \$3095.00

**DELIVERY TO YOUR LOCATION**

X One Truck \$275.00     \_\_\_ Two or More \$225.00 ea

**WE CAN PROCESS YOUR "M" LICENSE & TITLE**

X New Municipal "M" License and Title \$155.00

**PLEASE SUBMIT THIS FORM WITH YOUR ORDER AND THANK YOU FOR YOUR BUSINESS!!**



10 North Sauber Road  
Virgil, IL 60151-1000  
**SAUBERMFG.COM**

Phone 630.365.6600 Fax 630.365.6610

# Specification

**Specification Number: SQ105800**  
**Date: 08/20/13**  
**Page: 1**

**Sell**

**To:** Village of Winnetka  
Phil Soldano  
510 Green Bay Road  
Winnetka, IL 60093

**Shipping**

**To:** Village of Winnetka  
Phil Soldano  
510 Green Bay Road  
Winnetka, IL 60093

Ship Via Customer Pickup  
Terms Net 30 Days  
FOB Origin

Customer ID C01433  
SalesPerson Chuck Herrmann

Item No.	Description	Unit	Qty	Notes
10295	Custom Platform Installation 138"L x 96"W Overall - Galvanized 1 3/8" Shiplap Angelim Decking Clipped Every 3rd Crossmember 6"x8.2 #/Ft or Formed Perimeter 3"x4.1 #/Ft Cross Sills on 24" Centers 5"x6.7 #/Ft Long Sills Sealed Beam LED Lighting w/ LED Backups Installation & Modesty Panel 10250 Anti-Sail Mud Flap Brackets - Galv w/ Flaps Torque Mounting Bolts & Check Fuel Fill New Vehicle Certification Sticker 12347 Completed Equipment Placard	Each		
Z1193	Cab Height Formed Tubing Bulkhead 1 1/2" x 1 1/2" x 3/16" Tubing Construction Profile Approximates Cab Contour Angle Expanded Metal Bulkhead Window Extends From Window Bottom to Bulkhead Top	Units	4,800	
#OPM	Light Bar Mount Offset Over Cab	Each	1	
Z1192	96"W Platform - Per Foot	Foot	11.6	
Z1195	ICC Bumper w/ 10" Treadgrip Step Overlay Each Side - 5/16" Formed - Bolt on Galv Refer to 6921ST	Each	1	
Z1217	Hitch Receiver Installation 15,000# Max Trailer GVWR; 2500# MVL D-Rings & 3/16" Breakaway Retainer Loop Refer to 6921ST - ICC Mount 3/16" Welded Loop to Retain Breakaway	Each	1	
Z1215	SAE/RV Socket Installation - Confirm SAE 11119 7-Way SAE Socket Installed & Wired LS	Each	1	
16623	Aluminum Tool Box w/ Double Doors Right side Front Cut into Platform 52"Lx18/36"Dx60"H Depth Split Change at 24" From Bottom (2) Doors w/ Hinges Along 60" Side w/ Center Post .100" AL Treadplate - Tig Welded (2) Drain Holes in Opposite Corners Stainless Steel Bolts w/ Lock Nuts 10682/13330 Chrome Plated Hinges	Units	6,040	



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Item No.	Description	Unit	Qty	Notes
	Hat Reinforcement if Door >300 Sq-In			
	Automotive Type Bubble Sealer			
	Stainless Steel Low Profile SMC Striker(s)			
	16443 Diamond Plate Vinyl Mat Lining			
	14077 Paddle Latch w/ Bars & 14078 Latches			
	Top & Bottom on Outside Door - Silicone Install			
	14077 Paddle Latch w/ 14078 Latches & 14079 Flats			
	@ Each Door Edge - Silicon Installation			
	(2) 13644 Gas Spring Hold Opens - 110°			
Z1271	Underbody Tool Box Installation	Each	1	
	Includes Brackets, Fasteners, (2) 10402 Rubber			
	Compartment Drains - 1446ST & Installation			
#OPM	Solid Vertical Compartment Divider	Each	1	
#OPM	Full Width Fixed Shelf w/ 1" Return Down @ Depth	Each	1	
	Change			
#OPM	Sign Storage Area for (12) 12x18, (10) 30x30, &	Each	1	
	(10) 24x18 - Top Right Compt. Or As Much Will Fit			
	Make Shelving Areas of Space Overrun			
18150	C-Tech Custom Drawer Unit	Each	1	
	Overall: 20"W x 20"H x 16"D			
	Subtract 4.5"W; 2.5"D & 1"H For Inside Drawer Dim			
	Quote: Q22271 - Midnight Blue			
	(5) Drawers - Unhoused (insert) w/No Top Shelf			
	#3 Dividers Each Drawer - (9) Equal Compartments			
	Drawer Liners			
	Drawer Heights: 3DIV/3DIV/3DIV/4/4			
R1010	Install Lower RF Cabinet w/Riser	Hour	3	
#OPM	Smc Aluminum Cover For C-tech Top Drawer	Each	1	
18150	C-Tech Custom Drawer Unit	Each	1	
	Overall: 16"W x 9"H x 28"D - Minimize Sides			
	Subtract 4.5"W; 2.5"D & 1"H For Inside Drawer Dim			
	Quote: Q22271 - Midnight Blue			
	(1) Drawers - Unhoused (insert) w/No Top Shelf			
	Minimize Bottom Space			
	Drawer Liner			
Z1443	Aluminum Fold Out Sign Platform - Upper	Each	1	
	Installation - 52"W x 32"D w/ Safety Rail &			
	Diamond Back Decking -- S22362.SLDDRW			
	Placard Placed in Best Location			
	"Articulate Platform From Load Area Only"			
	White Lettering on Red Background			
	RS Front Over Cabinet			
10317	Folding Step - Zinc/Aluminum	Each	2	
#OPM	Access Handle To Climb Up to Upper Deck	Each	1	
Z1443	Aluminum Fold Out Sign Platform - Lower	Each	1	
	Installation - 35"W x 32"D w/ Safety Rail &			
	Diamond Back Decking			
	Placard Placed in Best Location			



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# Specification

**Specification Number: SQ105800**

**Date: 08/20/13**

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Item No.	Description	Unit	Qty	Notes
	"Articulate Platform From Load Area Only"			
	White Lettering on Red Background			
	RS Rear Behind Crane			
Z1252	5592CE Bolt-In Stairway w/ 3 Steps	Each	1	
	Galvanized w/ 9.5"W Gripstrut Steps			
	28"Dx31.5"Hx24.5"W (or Specify DxHxW)			
	RR Platform			
Z1253	3594ST Fold Down Gripstrut Step	Each	1	
	w/ Rubber Bulb Latch for Stored Position - Galv			
	24"Lx7"Wx7"H (or Specify LxWxH)			
	Width Must Be Standard Gripstrut Widths			
#OPM	Hand rail for Stairway - LS of Stairs	Each	1	
Z1334	8"H AL Treadplate Drop-In Tailboard	Each	1	
	w/ U-Brackets Each Side Load Area - AL			
	Runs from Handrail to Material Basket on LS			
Z1254	Long Sill Platform Underbody Box	Each	1	
	Steel Pan Upper and Lower Long Sills w/ 3/16" AL			
	Treadplate Rear Door w/ Locking Slam Latch &			
	Stainless Steel Hinge - 10'L			
	Substitutes 6"x2"x.25" Tubing Long Cills			
#OPM	Make Above (2) Section for 10' and 8' Posts	Each	1	
16623	Aluminum Tool Box w/ Double Doors - LR Lower	Units		
	34"Lx18"Dx18"H			
	.100" AL Treadplate - Tig Welded			
	(2) Drain Holes in Opposite Corners			
	Stainless Steel Bolts w/ Lock Nuts			
	10682/13330 Chrome Plated Hinges			
	Hat Reinforcement if Door >300 Sq-In			
	Automotive Type Bubble Sealer			
	Stainless Steel Low Profile SMC Striker(s)			
	16443 Diamond Plate Vinyl Mat Lining			
	Overlapping Doors w/ Hinges Along 18" Side			
	No Top Latch on Inside Door			
	14077 Paddle Latch w/ Bars & 14078 Latches			
	Top & Bottom on Outside Door - Silicone Install			
	(2) 13644 Gas Spring Hold Opens - 110°			
Z1271	Underbody Tool Box Installation	Each	1	
	Includes Brackets, Fasteners, (2) 10402 Rubber			
	Compartment Drains - 1446ST & Installation			
16623	Aluminum Tool Box w/ Double Doors - LF Lower	Units	2,484	
	60"Lx18"Dx18"H			
	.100" AL Treadplate - Tig Welded			
	(2) Drain Holes in Opposite Corners			
	Stainless Steel Bolts w/ Lock Nuts			
	10682/13330 Chrome Plated Hinges			
	Hat Reinforcement if Door >300 Sq-In			
	Automotive Type Bubble Sealer			
	Stainless Steel Low Profile SMC Striker(s)			



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**Specification Number: SQ105800**

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Item No.	Description	Unit	Qty	Notes
	16443 Diamond Plate Vinyl Mat Lining			
	(2) Doors w/ Hinges Along 18" Side w/ Center Post			
	14077 Paddle Latch w/ 14078 Latches & 14079 Flats			
	@ Each Door Edge - Silicon Installation			
	(2) 13644 Gas Spring Hold Opens - 110°			
Z1271	Underbody Tool Box Installation	Each	1	
	Includes Brackets, Fasteners, (2) 10402 Rubber			
	Compartment Drains - 1446ST & Installation			
16623	Aluminum Tool Box w/ Double Doors	Units	4,304	
	64"Lx20"Dx36"H			
	.100" AL Treadplate - Tig Welded			
	(2) Drain Holes in Opposite Corners			
	Stainless Steel Bolts w/ Lock Nuts			
	10682/13330 Chrome Plated Hinges			
	Hat Reinforcement if Door >300 Sq-In			
	Automotive Type Bubble Sealer			
	Stainless Steel Low Profile SMC Striker(s)			
	16443 Diamond Plate Vinyl Mat Lining			
	Overlapping Doors w/ Hinges Along 36" Side			
	No Top Latch on Inside Door			
	14077 Paddle Latch w/ Bars & 14078 Latches			
	Top & Bottom on Outside Door - Silicone Install			
	(3) 13644 Gas Spring Hold Opens - 110°			
#OPM	Overlapping Doors only 28"H, Rear 3rd Door Full Ht	Each	1	
#OPM	42"L x 8"D Work Bench w/Flip Lid w/2" Lip On 3	Each	1	
	Sides / 8 Dividers x 6"H			
#OPM	Pull Out Shelves In Rear Box On Cargo Floor	Each	2	
#OPM	Fixed Shelf In Rear Box On Cargo Floor	Each	1	
Z1423	Top Mount Tool Box Installation	Each	1	
	Includes Fasteners & Installation			
	Deletes Compartment Drains			
16450	Expanded Metal Material Basket	Each	12	
	w/ 1"x1" Angle Perimeter - Galv - Ref 7187ST			
	w/ Rubber Installation Feet			
Z1336	Installation - LS Platform Held Towards Rear	Each	1	
#OPM	Aluminum Step Ladder Storage Rack Rear Load	Each	1	
	For C/P ladder			
17265	LED Light Bar w/ Arrow Stick	Each	1	
	49"Lx12 1/4"Wx2"H; 3.2A w/ Controller			
18655	Hide-A-Led Corner LED Strobe	Each	2	
14967	Amber Oval LED Strobe - Flush	Each	4	
	w/ Grommet			
	(2) Mid Length On Platform, (2) Rear Platform			
R1010	Install Amber Lighting, Wire To Upfitter Switches	Hour	8	
	Wire All Amber HOT			
Z1295	Customer Approval Drawing @ Order	Each	1	





10 North Sauber Road  
Virgil, IL 60151-1000

**SAUBERMFG.COM**

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# Specification

**Specification Number: SQ105800**

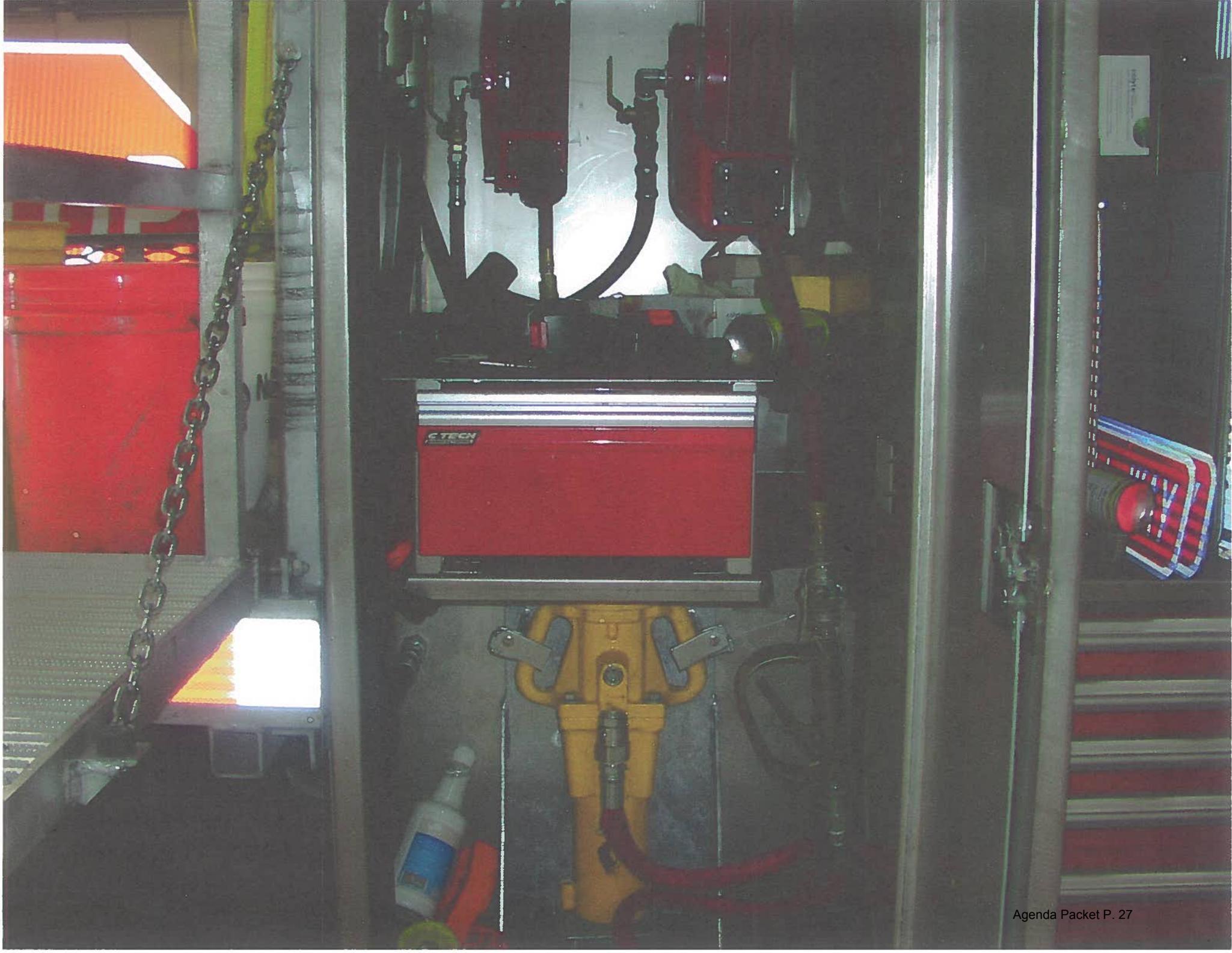
**Date: 08/20/13**

**Page: 6**

Item No.	Description	Unit	Qty	Notes
	PVC Tube: 6"Dia x 101"L Includes PVC Mounting U-bolts & Feet Designed For Stihl Pole Saw 18161 Lockable Padlock T Handle Latch 18162 Stainless Steel Cam S:DwgsSawbox.pdf			<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>









## Agenda Item Executive Summary

**Title:** Resolution R-31-2013 - Village Budget for 2014 Fiscal Year - Introduction

**Presenter:** Edward McKee, Finance Director

**Agenda Date:** 11/05/2013

**Consent:**     YES             NO

- |                                     |                         |
|-------------------------------------|-------------------------|
| <input type="checkbox"/>            | Ordinance               |
| <input checked="" type="checkbox"/> | Resolution              |
| <input type="checkbox"/>            | Bid Authorization/Award |
| <input type="checkbox"/>            | Policy Direction        |
| <input type="checkbox"/>            | Informational Only      |

### Item History:

August 20, 2013 - The Village Council passed Ordinance MC-3-2013, changing to a calendar-based fiscal year.

October 7, 2013 - The Village made copies of the proposed budget for the 2014 Fiscal Year available for inspection in the Village Manager's office, the Winnetka Public Library and on the Village's web site.

October 10, 14, and 30, 2013 - The Village Council reviewed and discussed the proposed 2014 Fiscal Year Budget at three budget study sessions.

### Executive Summary:

Resolution R-31-2014 adopts the annual Village budget for the fiscal year beginning January 1, 2014. The proposed budget is set for a Public Hearing on the budget for November 5, 2013 at 7:00 p.m., with introduction of the resolution to follow at the same meeting. Notice of the budget hearing was published in the October 24, 2013 edition of the Winnetka Talk.

As proposed, the 2014 Budget will result in an approximately 3.5% increase in costs for municipal services for a typical homeowner consisting of a:

- 1.7% increase in property taxes            (\$60 on Village portion [\$3,614] of a \$27,135 total property tax bill)
- 4.0% increase in water rates                (\$33 annual cost on a \$827 annual bill)
- 10.0% increase in sanitary sewer rates    (\$26 annual cost on a \$262 annual bill)

As discussed in several study sessions over the past year, the Village plans to implement a stormwater utility fee, effective 7/1/2014, at an annual amount of \$262 for the typical homeowner. The cost for Fiscal Year 2014 would be \$131 (7/1/2014 to 12/31/2014). Electric costs, vehicle license fees, and most other fees and taxes remain unchanged.

The Village Council may consider amendments to the proposed budget following the hearing. The Village Council will consider adopting the Resolution at the November 19, 2013 Council Meeting.

### Recommendation / Suggested Action:

- 1) Conduct a public hearing on the 2014 Village of Winnetka Budget.
- 2) Consider whether the proposed budget should be amended.
- 3) Announce that the Council will consider adopting the Budget Resolution, R-31-2013, on November 19, 2013.

### Attachments:

Table captioned "Village of Winnetka, Budget Impact on Homeowner"

R-31-2013 - A Resolution Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2014 and Ending December 31, 2014

Exhibit A to R-31-2013 - Budget Summary captioned "Village of Winnetka, Annual Budget by Fund Category"

**Village of Winnetka  
Budget Impact on Homeowner**

Select Taxes and Fees			Change	
	2013	2014	\$'s	%
Village Property Taxes *	\$ 3,554	\$ 3,614	\$ 60	1.7%
Electric	\$ 2,358	\$ 2,358	\$ -	0.0%
Water	\$ 827	\$ 860	\$ 33	4.0%
Sanitary Sewer	\$ 262	\$ 288	\$ 26	9.9%
Stormwater Utility Fee	\$ -	\$ 131	\$ 131	
Telecommunications Tax	\$ 60	\$ 60	\$ -	0.0%
Natural Gas Tax **	\$ 80	\$ 80	\$ -	0.0%
Licenses (2 cars & 1 Dog)	\$ 90	\$ 90	\$ -	0.0%
Total Taxes and Fees	\$ 7,231	\$ 7,481	\$ 250	3.5%
* Assumes \$27,135 tax bill, 13.32% Village portion, 1.7% projected increase.				
*** The Village's \$262 per equivalent run-off unit is proposed to be effective 7/1/2014 therefore, 6 months of this expense is reflected in the above total.				
** Assumes no reduction in natural gas heating bills.				

**RESOLUTION NO. R-31-2013**

**A RESOLUTION  
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2014  
AND ENDING DECEMBER 31, 2014**

**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 August 20, 2013, the Village Council enacted Ordinance MC-3-2013, which amended Section 1.04.050 of the Winnetka Village Code to provide that the fiscal year of the Village of Winnetka shall be the same as the calendar year; and

**WHEREAS**, on October 7, 2013, the Village Council placed the proposed, tentative annual budget for the fiscal year beginning January 1, 2014, and ending December 31, 2014, 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 5, 2013, pursuant to notice published on Thursday, October 24, 2013, 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, 2014 and ending December 31, 2014.

**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 \_\_\_\_\_, 2013, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed:

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

Countersigned:

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

Introduced: November 5, 2013

Adopted:

**NOTE:**

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

**THE FOLLOWING 3 PAGES PROVIDE A SUMMARY OF THE BUDGETED REVENUES AND EXPENDITURES BY FUND CATEGORY, AND ARE PROVIDED HERE FOR EASE OF REFERENCE.**

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

**Village of Winnetka  
Annual Budget by Fund Category**

**2014 Budget**

**1 - Governmental Funds**

Revenue

Property Tax - Property Tax	\$13,122,477
Other Taxes - Other Taxes	\$850,000
Licenses/Permits - Licenses, Permits & Fees	\$1,861,275
Intergovernmental - Intergovernmental	\$2,785,000
Service Charges - Charges For Service	\$1,966,705
Fines - Fines & Forfeitures	\$200,000
Transfers - Transfers	\$3,773,044
Other Revenue - Other Revenue	\$10,000
Interest Income - Interest Income	\$54,500
<b>Revenue Totals</b>	<b>\$24,623,001</b>

Major Funds

General
Motor Fuel Tax
Downtown Revitalization
Debt Service
Special Service Areas
Facilities

Expenditures

SB - Salary and Benefits	\$ 15,621,665
SS - Services and Supplies	\$ 5,083,225
CO - Capital Outlay	\$ 3,769,000
INS - Insurance and Other Chargebacks	\$ 93,300
DS - Debt Service	\$ 481,948
TRN - Transfers	\$ 1,496,000
<b>Expenditure Totals</b>	<b>\$ 26,545,138</b>

Noteworthy Uses of Cash:	Amount:
Transfer to Stormwater	\$ 211,000
Transfer to Downtown	\$ 400,000
Motor Fuel Tax Projects	\$ 760,000
Parking lot & Deck Repairs	\$ 550,000
<b>Governmental Funds Totals</b>	<b>\$ 1,921,000</b>

<b>Revenue Totals:</b>	<b>\$ 24,623,001</b>
<b>Expenditure Totals</b>	<b>\$ 26,545,138</b>
<b>Governmental Funds Totals</b>	<b>\$ (1,922,137)</b>

**Village of Winnetka**  
**Annual Budget by Fund Category**

**2014 Budget**

**2 - Proprietary Funds**

Revenue

Property Tax - Property Tax	\$ 1,100,000
Service Charges - Charges For Service	\$ 23,224,567
Interfund - Interfund Services	\$ 3,549,892
Transfers - Transfers	\$ 761,000
Other Revenue - Other Revenue	\$ 11,500
Interest Income - Interest Income	\$ 93,250
<b>Revenue Totals</b>	<b>\$ 28,740,209</b>

Major Funds

- Electric
- Water
- Sanitary Sewer
- Storm Sewer
- Refuse
- Internal Service

Expenditures

SB - Salary and Benefits	\$ 6,064,616
SS - Services and Supplies	\$ 15,450,079
CO - Capital Outlay	\$ 9,943,098
INS - Insurance and Other Chargebacks	\$ 3,425,500
DEP - Depreciation Expense	\$ 2,290,000
DS - Debt Service	\$ 1,005,000
TRN - Transfers	\$ 1,503,396
<b>Expenditure Totals</b>	<b>\$ 39,681,689</b>

<u>Noteworthy Uses of Cash:</u>	<u>Amount:</u>
Stormwater Improvements	\$ 6,130,000
Sanitary Capital	\$ 650,000
Watermain Capital	\$ 461,788
Electric Capital	\$ 2,451,810
<b>Proprietary Funds Totals</b>	<b>\$ 9,693,598</b>

Revenue Totals:	\$ 28,740,209
Expenditure Totals	\$ 39,681,689
<b>Proprietary Funds Totals</b>	<b>\$ (10,941,480)</b>

**Village of Winnetka**  
**Annual Budget by Fund Category**

**2014 Budget**

**3 - Fiduciary Funds**

Revenue

Property Tax - Property Tax	\$2,310,000
Intergovernmental - Intergovernmental	\$10,000
Other Revenue - Other Revenue	\$460,000
Interest Income - Interest Income	\$2,650,000
<b>Revenue Totals</b>	<b>\$5,430,000</b>

Funds

Police Pension  
 Fire Pension

Expenditures

SB - Salary and Benefits	\$ 4,060,000
SS - Services and Supplies	\$ 99,000
<b>Expenditure Totals</b>	<b>\$ 4,159,000</b>

<b>Revenue Totals:</b>	<b>\$ 5,430,000</b>
<b>Expenditure Totals</b>	<b>\$ 4,159,000</b>
<b>Fiduciary Funds Totals</b>	<b>\$ 1,271,000</b>

**Village - Wide Total**

<b>Revenue</b>	<b>\$ 58,793,210</b>
<b>Expenditure</b>	<b>\$ 70,385,827</b>
<b>Net</b>	<b>\$ (11,592,617)</b>



## Agenda Item Executive Summary

**Title:** Resolution R-32-2013 - Water Rates - Introduction

**Presenter:** Edward McKee, Finance Director

**Agenda Date:** 11/05/2013

**Consent:**  YES  NO

<input type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

### Item History:

October 10, 14, and 30, 2013 - The Village Council reviewed and discussed the proposed 2014 Fiscal Year Budget at three budget study sessions.

### Executive Summary:

Due to the projected capital needs of the water system, Resolution R-32-2013 proposes a 4.0% water rate increase for all customers, whether within or outside of the corporate limits, and for special services. (The wholesale water rate for sales to the Village of Northfield is set by contract.)

It is estimated that the proposed 4.0% water rate increase will cost a typical water customer in the Village \$33 more per year, for a total of \$860 per year for municipal water use.

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

The Village Council will consider adoption of this resolution at the November 19, 2013 Council Meeting.

### Recommendation / Suggested Action:

Consider introduction of Resolution R-32-2013, titled "A Resolution Establishing Rates and Fees Related to Water Service, Service Taps and Meters."

### Attachments:

R-32-2013 - A Resolution Establishing Rates and Fees Related to Water Service, Service Taps and Meters

**RESOLUTION NO. R-32-2013**

**A RESOLUTION ESTABLISHING RATES AND FEES  
RELATED TO WATER SERVICE, SERVICE TAPS AND METERS**

**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 of Winnetka owns and operates a water utility that provides all water service within the Village of Winnetka; and

**WHEREAS**, the Village of Winnetka’s Water and Electric Department is responsible for the day-to-day operations of the Village’s water utility; and

**WHEREAS**, the Council finds that all matters pertaining to the operation of the Village’s water utility, including but not limited to establishing rates for water service, are matters pertaining to the affairs of the Village.

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

**SECTION 1: 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 Schedule of Water Rates, as provided in Section 13.04.040 of the Winnetka Village Code.

**SCHEDULE OF WATER RATES**

<b><u>Type of Customer</u></b>	<b><u>Rate</u></b>
Service within corporate limits	<del>\$31.57</del> <u>\$32.83</u> per 1,000 cubic feet, as metered
Service outside of corporate limits	<del>\$55.37</del> <u>\$57.58</u> per 1,000 cubic feet, as metered
Service to Village of Northfield:	Rate shall be as established by agreement approved by resolution of the Village Council
Special Service	<del>\$23.67</del> <u>\$24.62</u> per 1,000 cubic feet, as metered

**SECTION 2: 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**

<b><u>Time of Service Call</u></b>	<b><u>Fee</u></b>
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)	\$265.00 per service dispatch

**SECTION 3: 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
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.

**SECTION 4: 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.

**SECTION 5: Replacement of 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	\$265.00

**SECTION 6: Temporary Water Service.** 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.

**SECTION 7: Fee for Returned Payments.** 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 8: Payment Period; Late Fees.** All bills issued for water service shall be paid in full by the time specified in the bill. The time of payment shall be established by the Director of Finance, provided that the payment period for charges made pursuant to Section 1 of this Resolution shall be no less than 21 nor more than 30 days from the date of the issuance of the bill. Pursuant to Section 13.04.040 of the Winnetka Village Code, if any bill for any change made pursuant to this Resolution 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: 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 10: Effect of Resolution.** The rates established herein shall apply to all bills issued on or after January 1, 2014, and this resolution shall supersede Resolution R-9-2013.

[Remainder of this page intentionally left blank.]

**SECTION 11: Effective Date.** This resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed:

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

Countersigned:

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

Introduced: November 5, 2013

Adopted:



## Agenda Item Executive Summary

**Title:** Resolution R-33-2013 - Electric Rates - Introduction

**Presenter:** Edward McKee, Finance Director

**Agenda Date:** 11/05/2013

**Consent:**  YES  NO

<input type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

### Item History:

October 10, 14, and 30, 2013 - The Village Council reviewed and discussed the proposed 2014 Fiscal Year Budget at three budget study sessions.

### Executive Summary:

Resolution R-33-2013 sets electric rates for the fiscal year that will begin on January 1, 2014. Because the proposed budget does not contain any increase in electric rates, the Resolution does not change the rates.

However, the transition from a March-through-April fiscal year to a calendar-based fiscal year, will affect the purchased power cost adjustment, which is usually calculated after a 12-month fiscal year. Because only 9 months of data is available, and the use of that partial-year data would increase customer costs, Resolution R-33-2013 contains a special provision stating that the purchased power adjustment for 2014 will be set at \$0.0000.

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

The Village Council will consider adoption of this resolution at the November 19, 2013 Council Meeting.

### Recommendation / Suggested Action:

Consider introduction of Resolution R-33-2013, titled "A Resolution Establishing Rates and Fees for Electric Service."

### Attachments:

R-33-2013 - A Resolution Establishing Rates and Fees for Electric Service

**A RESOLUTION ESTABLISHING RATES AND FEES  
FOR ELECTRIC SERVICE**

**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 of Winnetka owns and operates an electric utility that provides all electric service within the Village of Winnetka; and

**WHEREAS**, the Village of Winnetka's Water and Electric Department is responsible for the day-to-day operations of the Village's electric utility; and

**WHEREAS**, the Council finds that all matters pertaining to the operation of the Village's electric utility, including but not limited to establishing rates for electric service, are matters pertaining to the affairs of the Village.

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

**SECTION 1:** As used in this Resolution, 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.

**SECTION 2: Seasonal 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.

**SECTION 3: 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.

A. **Customer Charge:** Each customer shall be charged a monthly customer charge of \$9.46 for Single Phase Service or \$15.76 for Three Phase Service, except that this Customer Charge does not apply to customers subject to Energy and Demand Charges under Rate 18.

B. **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	\$0.1233 per kWh
Winter Rate	\$0.1083 per kWh

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

Energy Charge	
Summer Rate	\$0.1230 per kWh
Winter Rate	
First 750 kWh	\$0.1109 per kWh
All over 750 kWh	\$0.0754 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	\$11.27 per kW
Winter Rate	
First 50 kW	\$0.00 per kW
All over 50 kW	\$9.91 per kW

Energy Charge	
Summer Rate	
First 15,000 kWh	\$0.1205 per kWh
All over 15,000 kWh	\$0.0918 per kWh
Winter Rate	
First 15,000 kWh	\$0.1068 per kWh
All over 15,000 kWh	\$0.0817 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	\$10.82 per kW
Winter Rate	\$ 9.01 per kW

Energy Charge

Summer Rate	
First 100,000 kWh	\$0.0743 per kWh
Over 100,000 kWh	\$0.0678 per kWh
Winter Rate	
First 100,000 kWh	\$0.0688 per kWh
Over 100,000 kWh	\$0.0634 per kWh

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

Demand Charge

Summer Rate

On Peak	\$10.82 per kW
Off Peak	\$ 6.62 per kW in excess of On Peak Demand

Winter Rate

On Peak	\$ 9.01 per kW
Off Peak	\$ 6.76 per kW in excess of On Peak Demand

Energy Charge

Summer Rate

First 100,000 kWh	\$0.0743 per kWh
Over 100,000 kWh	\$0.0678 per kWh

Winter Rate

First 100,000 kWh	\$0.0688 per kWh
Over 100,000 kWh	\$0.0634 per kWh

Load Factor Credit (\$0.005) per kWh for kWh in excess of 50% based upon the on peak demand

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

Energy Charge

Summer Rate	\$0.1088 per kWh
Winter Rate	\$0.1088 per kWh

[Remainder of this page intentionally left blank.]

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

Demand Charge	
Summer Rate	\$ 9.91 per kW
Winter Rate	\$ 8.33 per kW
Energy Charge	
Summer Rate	\$0.0926 per kWh
Winter Rate	\$0.0817 per kWh

**Rate 18 - Street Lights:** (Section 13.08.140 of the Winnetka Village Code)

Energy Charge	
Summer Rate	0.1029 per kWh
Winter Rate	0.1029 per kWh

**SECTION 4: Wholesale Power Purchase Cost Adjustment.**

A. **Wholesale Power Purchase Cost Adjustment formula.** The electric system's cost of purchasing power shall be estimated at least once per year. The estimated annual purchase cost adjustment shall be prorated among all rate classes by establishing the cost of purchase per kWh, which cost shall be added to or subtracted from the base rates set by Village Council resolution. The actual annual cost of purchasing power shall be determined after the close of each fiscal 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 actual annual purchase power cost per kWh incurred during the prior fiscal year. If the actual annual cost per kWh of purchasing power exceeds the estimated cost, the shortage shall be annualized and shall be recovered by billing all customers at the same amount per kWh, beginning with all bills issued on or after ~~May 1~~ February 1 of the new fiscal year. If the estimated annual cost per kWh of purchasing power exceeds the actual cost, the excess shall be annualized and shall be credited to all customers at the same amount per kWh, beginning with all bills issued on or after ~~May 1~~ February 1 of the new fiscal year.

B. Transition to Calendar-Based Fiscal Year. Notwithstanding the foregoing, because the current fiscal year must be shortened to 9 months, so that it will end on December 31, 2013, and the new fiscal year will begin on January 1, 2014, as provided in Section 1.04.050 of the Winnetka Village Code, as amended by Ordinance MC-3-2013, the purchased power cost adjustment for the fiscal year that begins on January 1, 2014 shall be \$0.0000.

**SECTION 5: Renewable Energy Production Credit**

**A. Terms.**

1. 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.

2. Renewable Energy Production Credit, or REPC, means the actual credit as calculated pursuant to the formula in subsection B, below.

3. Renewable Energy, or RE, means the amount of energy, measured in kWh, delivered to the Village by an Eligible Customer.

4. 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 – Contractual Services.”

**B. Calculation of REPC**

$$\text{REPC} = (\text{RE} \times \text{WPPC})$$

**C. 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.

**D. 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.

**SECTION 6: 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**

(a) **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.

(b) **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<sub>UG</sub>:* 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<sub>OH</sub>:* 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<sub>UG</sub>.

*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<sub>UG</sub>. The Applicable Project Cost for each customer with overhead Service Lines shall be Project Cost<sub>OH</sub>.

(c) **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.

**SECTION 7: 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**

<b><u>Time of Service Call</u></b>	<b><u>Fee</u></b>
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)	\$265.00 per service dispatch

**SECTION 8: Replacement of 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	\$265.00

**SECTION 9: Costs of Adding, Upgrading and Undergrounding 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)	\$18,000

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. 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.

**SECTION 10: 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 11: Fee for Returned Payments.** 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 12: Payment Period; Late Fees.** All bills issued for electric service 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 no more than 30 days from the date of the issuance of the bill. Pursuant to Section 13.08.040.B of the Winnetka Village Code, if any bill for electric service is not paid within the payment period prescribed by

resolution, a late payment penalty of 5% of the amount due shall be added to the bill and collected from the user.

**SECTION 13: 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 14: Effect of Resolution.** The rates established herein shall apply to all bills issued on or after January 1, 2014, and this resolution shall supersede Resolution R-10-2013.

**SECTION 15: Effective Date.** This resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2013, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed:

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

Countersigned:

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

Introduced: November 5, 2013

Adopted:



## Agenda Item Executive Summary

**Title:** Resolution R-34-2013 - Sewer Service Rates - Introduction

**Presenter:** Edward McKee, Finance Director

**Agenda Date:** 11/05/2013

**Consent:**  YES  NO

<input type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

### Item History:

October 10, 14, and 30, 2013 - The Village Council reviewed and discussed the proposed 2014 Fiscal Year Budget at three budget study sessions.

### Executive Summary:

The capital plan in the 2014 budget contains sanitary sewer repairs that are anticipated to be completed over the next three years at a projected cost of approximately \$950,000. Based on cash-flow projections, additional rate increases are anticipated to pay for repairs and improvements. To pay for these capital repairs, the 2014 budget proposes a 10% increase to the sanitary sewer rates.

Therefore, Resolution R-34-2013 contains a 10% sanitary sewer rate increase, which is projected to cost a typical customer about \$26 more per year.

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

The Village Council will consider adoption of this resolution at the November 19, 2013 Council Meeting.

### Recommendation / Suggested Action:

Consider introduction of Resolution R-34-2013, titled "A Resolution Establishing Rates and Fees for Sewer Service."

### Attachments:

R-34-2013 - A Resolution Establishing Rates and Fees for Sewer Service

**A RESOLUTION ESTABLISHING RATES AND FEES  
FOR SEWER 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 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 of Winnetka maintains a public sewer system that serves all premises within the Village; and

**WHEREAS**, the Council finds that all matters pertaining to the operation and maintenance of the Village's public sewers, including but not limited to establishing rates for sewer service, are matters pertaining to the affairs of the Village.

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

**SECTION 1: Sewer Service 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 ~~\$11.42~~ \$12.56 per 1,000 cubic feet of water supplied to those premises.

**SECTION 2: Fee for Returned Payments.** 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 3: Payment Period; Late Fees.** All bills issued for sewer service 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 Section 13.12.010.B of the Winnetka Village Code, if any bill for sewer 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 4: 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 5: Effect of Resolution.** The rates established herein shall apply to all bills issued on or after January 1, 2014, and this resolution shall supersede Resolution R-11-2013.

[Remainder of this page intentionally left blank.]

**SECTION 6: Effective Date.** This resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed:

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

Countersigned:

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

Introduced: November 5, 2013

Adopted:



## Agenda Item Executive Summary

**Title:** Resolution R-35-2013 - Refuse Rates - Introduction

**Presenter:** Edward McKee, Finance Director

**Agenda Date:** 11/05/2013

**Consent:**  YES  NO

<input type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

### Item History:

October 10, 14, and 30, 2013 - The Village Council reviewed and discussed the proposed 2014 Fiscal Year Budget at three budget study sessions.

### Executive Summary:

The proposed budget for the fiscal year that begins January 1, 2014 proposes an increase of approximately 2% to the commercial collection fees, a change that is reflected in Resolution R-35-2013. There was no increase to these charges last year.

No other changes are proposed. Resolution R-35-2013 keeps the residential collection charge for twice a week at \$25 per month, and the cost of yard waste bags and yard waste collection stickers remains at \$2 each.

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

The Village Council will consider adoption of this resolution at the November 19, 2013 Council Meeting.

### Recommendation / Suggested Action:

Consider introduction of Resolution R-35-2013, titled "A Resolution Establishing Rates and Fees for Refuse Service."

### Attachments:

R-35-2013 - A Resolution Establishing Rates and Fees for Refuse Service

**RESOLUTION NO. R-35-2013**

**A RESOLUTION ESTABLISHING RATES AND FEES  
FOR REFUSE SERVICE**

**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 of Winnetka, through its Public Works Department, operates a municipal waste system that provides for the collection, transportation and disposal of refuse and yard waste within the Village; and

**WHEREAS**, the Council finds that all matters pertaining to the operation of the Village's municipal waste system, including but not limited to establishing rates and fees for refuse and yard waste services, are matters pertaining to the affairs of the Village.

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

**SECTION 1: 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 resolution.

**SECTION 2: 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**

Container Volume per Pick-up	Number of Pickups Per Week						
	1	2	3	4	5	6	7
1 Cu.Yd.	<del>\$31</del> <u>\$32</u>	<del>\$55</del> <u>\$57</u>	<del>\$78</del> <u>\$80</u>	<del>\$101</del> <u>\$104</u>	<del>\$122</del> <u>\$125</u>	<del>\$147</del> <u>\$150</u>	<del>\$171</del> <u>\$175</u>
1.5 Cu.Yd.	<del>\$39</del> <u>\$40</u>	<del>\$70</del> <u>\$72</u>	<del>\$103</del> <u>\$106</u>	<del>\$135</del> <u>\$138</u>	<del>\$168</del> <u>\$172</u>	<del>\$199</del> <u>\$203</u>	<del>\$231</del> <u>\$236</u>
2 Cu.Yd.	<del>\$47</del> <u>\$48</u>	<del>\$87</del> <u>\$89</u>	<del>\$129</del> <u>\$132</u>	<del>\$170</del> <u>\$174</u>	<del>\$210</del> <u>\$215</u>	<del>\$251</del> <u>\$257</u>	<del>\$292</del> <u>\$298</u>
3 Cu.Yd.	<del>\$62</del> <u>\$64</u>	<del>\$117</del> <u>\$120</u>	<del>\$173</del> <u>\$177</u>	<del>\$228</del> <u>\$233</u>	<del>\$284</del> <u>\$290</u>	<del>\$339</del> <u>\$346</u>	<del>\$395</del> <u>\$403</u>
4 Cu.Yd.	<del>\$81</del> <u>\$83</u>	<del>\$142</del> <u>\$145</u>	<del>\$216</del> <u>\$221</u>	<del>\$284</del> <u>\$290</u>	<del>\$352</del> <u>\$360</u>	<del>\$419</del> <u>\$428</u>	<del>\$487</del> <u>\$497</u>
5 Cu.Yd.	<del>\$99</del> <u>\$101</u>	<del>\$179</del> <u>\$183</u>	<del>\$259</del> <u>\$265</u>	<del>\$339</del> <u>\$346</u>	<del>\$419</del> <u>\$428</u>	<del>\$500</del> <u>\$510</u>	<del>\$579</del> <u>\$591</u>

Container Volume per Pick-up	Number of Pickups Per Week						
	1	2	3	4	5	6	7
6 Cu.Yd.	\$117	\$210	\$302	\$395	\$487	\$579	\$672
	\$120	\$215	\$309	\$403	\$497	\$591	\$686
1-99 Gal.	\$13 \$14	\$19 \$20	\$24 \$25	\$31 \$32	\$36 \$37	\$42 \$43	\$48 \$49
100-180 Gal.	\$19 \$20	\$31 \$32	\$42 \$43	\$55 \$57	\$66 \$68	\$79 \$81	\$91 \$93

[**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.]

**SECTION 3: 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	No charge
Collection of household rubbish or garbage in excess of two garbage cans per pick-up ( <del>one sticker required per container</del> )	\$2.00 per sticker <u>(one sticker required for each container)</u>
Subscription service for one additional pick-up each week	\$25.00 per month

**SECTION 4: 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	\$30.00
Bulk pick-ups [ <b>Note:</b> Bulk pick-ups are for light refuse other than liquids and yard waste.]	
Up to 1.0 cubic yards	Base Fee
Over 1.0 cubic yards	Base Fee plus \$11.00 for each additional cubic yard or fraction thereof
White goods and other large items [ <b>Note:</b> Includes appliances, sofas, etc.]	Base Fee plus \$10.00 for each item

**Service**

**Charge**

Hard-to-handle refuse

Base Fee plus \$15.00 per cubic yard

[*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.]

Tires and/or tire rims

Base Rate plus Charge per Tire

Charge per tire

Tire without rim

Base Rate plus \$10.00

Tire with rim

Base Rate plus \$15.00

Truck tire without rim

Base Rate plus \$20.00

Truck tire with rim

Base Rate plus \$25.00

**SCHEDULE OF FEES FOR SPECIAL REFUSE COLLECTIONS (cont'd)**

**Service**

**Charge**

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

**SECTION 5: Yard Waste.** Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for the removal of certain yard waste:

**SCHEDULE OF YARD WASTE REMOVAL FEES**

**Service**

**Charge**

Removal of yard waste

Village yard waste bag

\$2.00 per bag

Other bags (one sticker required per bag)

\$2.00 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)

**SECTION 6: 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 7: Fee for Returned Payments.** 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 8: Payment Period.** All bills issued for refuse service 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 no more than 30 days from the date of the issuance of the bill.

**SECTION 9: 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 10: Effect of Resolution.** The rates established herein shall apply to all bills issued on or after January 1, 2014, and this resolution shall supersede Resolution R-12-2013.

**SECTION 11: Effective Date.** This resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2013, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed:

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

Countersigned:

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

Introduced: November 5, 2013

Adopted:



## Agenda Item Executive Summary

**Title:** Resolution R-36-2013: General Permit & License Fees

**Presenter:** Edward McKee, Finance Director

**Agenda Date:** 11/05/2013

**Consent:**  YES  NO

<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input checked="" type="checkbox"/>	Informational Only

### Item History:

October 10, 14, and 30, 2013 - The Village Council reviewed and discussed the proposed 2014 Fiscal Year Budget at three budget study sessions.

### Executive Summary:

Resolution R-36-2013, which sets fees for general permits, licenses, registrations, parking, towing and miscellaneous services, proposes a change in ambulance service charges.

As part of the budget preparation process, Village Staff met with Andres Medical, the firm that handles the Village's ambulance service billing, to understand how the implementation of the Affordable Care Act ("Act") might impact the Village's ambulance operations. Village Staff anticipates that the Act may result in some reduction in ambulance service revenues to the Village. Therefore, after evaluating what other entities charge, Staff is proposing a few changes to offset the likely reduction in Village revenue.

Resolution R-36-2013 proposes a new charge of \$12 per loaded patient mile for transporting patients to the hospital. R-36-2013 also proposes to establish non-resident charges of \$650 for Basic Life Support ("BLS") calls and \$850 for Advanced Life Support ("ALS") calls. Resident rates for BLS and ALS calls will remain unchanged at \$525 and \$675, respectively. No other changes are proposed.

In keeping with past practices, R-36-2013 is being distributed with all other rate and fee resolutions. It will be placed on the Village Council's agenda for adoption at the November 19, 2013 Council Meeting.

### Recommendation / Suggested Action:

No action required.

### Attachments:

R-36-2013 - A Resolution Amending General Permit, License and Registration Fees, Parking and Towing Fees and Miscellaneous Service Fees

**RESOLUTION NO. R-36-2013**

**A RESOLUTION  
AMENDING GENERAL PERMIT, LICENSE AND REGISTRATION FEES,  
PARKING AND TOWING FEES 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, with the authority and, except as limited by said Section 6 of Article VII, is authorized 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 Council of the Village of Winnetka finds that setting of rates and fees for various permits, licenses and services is a matter pertains to the government and affairs of the Village.

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

**SECTION 1: 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:** ~~All annual permits, licenses and registrations other than motor vehicle licenses are due and payable on or before the beginning of each fiscal year, April 1, and remain in effect until the end of the applicable fiscal year, the following March 31. Motor Vehicle Licenses 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 calendar fiscal year, (December 31).~~

<b><u>Type of Permit, License or Registration</u></b>	<b><u>Amount of Fee</u></b>	<b><u>Code Section</u></b>
<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	

<b><u>Type of Permit, License or Registration</u></b>	<b><u>Amount of Fee</u></b>	<b><u>Code Section</u></b>
<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>Billiard Rooms &amp; Pool Rooms</i>		5.52.020
Annual License (per table)	\$10.00	
<i>Bowling Alleys</i>		5.52.030
Annual License (per alley)	\$10.00	
<i>Coin Operated Musical Devices</i>		5.16.010
Annual License (per device)	\$25.00	
<i>Charitable and Political Solicitation</i>	None	5.48.010
<i>Circuses and Carnivals (Daily)</i>	\$100.00	5.52.040
<i>Drug Paraphernalia Sales</i>		9.04.070
Annual Registration Fee	\$25.00	
<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
Itinerant Food Vendor Permit (Annual)	\$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	

<b><u>Type of Permit, License or Registration</u></b>	<b><u>Amount of Fee</u></b>	<b><u>Code Section</u></b>
<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-1 Restaurant (Annual)	\$1,000.00	
Class A Restaurant (Annual)	\$750.00	
Packaged Meal Rider (Take-out; Annual)	\$150.00	
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	\$150.00	
Class E - Limited Food Products Store (Wine)	\$500.00	
Class E-1 - Limited Food Products Store (Wine or Beer)	\$500.00	
Class P - Park District (Annual)	\$500.00	
Sidewalk Restaurant Rider	\$150.00	
<i>Money Changers</i>		5.40.010
Annual Fee, per location	\$25.00	
<i>Parades and Processions</i>	None	10.08.060
<i>Pawnbrokers</i>		5.44.010
Annual Fee, per location	\$100.00	
<i>Peddlers</i>		5.48.010
License, if NO vehicle used		
Per year	\$25.00	
Per month	\$10.00	
Per day	\$3.00	
License, if vehicle used		
Per year, per vehicle	\$50.00	
Per month, per vehicle	\$15.00	
Per day, per vehicle	\$5.00	
<i>Public Dance Halls</i>		5.56.010
Per year	\$100.00	
Per Day	\$20.00	



**Remote Lot Parking Permits (Public Works Yards)**

Semi-annual charge per vehicle \$120.00

**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.

**SECTION 3: 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**

<b><u>Type of Fee</u></b>	<b><u>Fee Amount</u></b>	<b><u>Conditions for Payment or Refund</u></b>
<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 4: Miscellaneous Service Fees.** Fees are hereby established for 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	
<u>Mileage Charge (per loaded patient mile)</u>	<u>\$12.00</u>	
<i>Ambulance Services – Non-Residents</i>		
<u>Advanced Life Support</u>	<u>\$850.00</u>	
<u>Basic Life Support</u>	<u>\$650.00</u>	
<u>Mileage Charge (per loaded patient mile)</u>	<u>\$12.00</u>	
<i>Audit (Print copy)</i>	\$35.00	
<i>Annual Budget (Print copy)</i>	\$35.00	
<i>Certified copies (per certification)</i>	\$1.00	
<i>Comprehensive Plan</i>		
With Maps	\$35.00	
Without Maps	\$8.50	
<i>Copying, Scanning and Printing Charges</i>		
In-house copying		
Black & White, 8½” x 11” (per side)	\$0.15	
Black & White, 8½” x 14” (per side)	\$0.15	
Black & White, 11” x 17” (per side)	\$0.50	
Color, 8½” x 11” (per side)	\$0.50	
Color, 8½” x 14” (per side)	\$1.00	
Color, 11” x 17” (per side)	\$1.00	

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
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> (direct connections to Village's fire alarm monitoring system only)	\$55.00 per month	
<i>Other, Unspecified Services</i>	Actual Cost	
<i>Street Cleaning</i>	\$550.00	
<i>Unincorporated Fire Service</i>	(See Resolution R-15-2013)	13.040.120
<i>Winnetka Village Code</i>	\$200.00	
<i>Winnetka Zoning Ordinance</i>	\$10.00	

**SECTION 5: 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 R-36-2013 or resolution R-37-2013.

<u>Department</u>	<u>Hourly Rate</u>
<i>Village Administration &amp; Finance Departments</i>	
Village Manager	\$350
Assistant to the 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

<u>Department</u>	<u>Hourly Rate</u>
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 &amp; Electric</i>	
Deputy Director, Chief Engineer	\$240
Supervisory	\$190
Plant Operators	\$160
Linesmen	\$160
Clerical / Support Staff	\$130
Light Trucks	\$60
Medium Trucks	\$90
Heavy Trucks, Boom Trucks	\$130

**SECTION 6: Fee for Returned Payments.** 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 7:** 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 8: Effect of Resolution.** This resolution supersedes Resolution R-13-2013.

**SECTION 9: Effective Date.** This resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed:

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

Countersigned:

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



## Agenda Item Executive Summary

**Title:** Resolution R-37-2013 - Building, Zoning & Construction Fees

**Presenter:** Edward McKee, Finance Director

**Agenda Date:** 11/05/2013

**Consent:**  YES  NO

<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input checked="" type="checkbox"/>	Informational Only

### Item History:

October 10, 14, and 30, 2013 - The Village Council reviewed and discussed the proposed 2014 Fiscal Year Budget at three budget study sessions.

### Executive Summary:

Resolution R-37-2013, which sets the fees for building, zoning and construction activities, does not change any of the fees charged, as no changes were proposed in the budget for the fiscal year beginning January 1, 2014. However, the cross-references to other fee resolutions on pages 5, 6 and 7 of Resolution R-37-2013 have been updated.

In keeping with past practices, R-37-2013 is being distributed with all other rate and fee resolutions. It will be placed on the Village Council's agenda for adoption at the November 19, 2013 Council Meeting.

### Recommendation / Suggested Action:

No action required.

### Attachments:

R-37-2013 - A Resolution Amending the Schedule of Fees for Building, Zoning and Construction Activity

**RESOLUTION NO. R-37-2013**

**A RESOLUTION  
AMENDING THE SCHEDULE OF FEES FOR  
BUILDING, ZONING AND CONSTRUCTION ACTIVITY**

**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 Council of the Village of Winnetka finds that all matters pertaining to the regulation of building, zoning and construction activities within the Village of Winnetka, including but not limited to establishing fees for permits for such activities, are matters pertaining to the affairs of the Village.

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

**SECTION 1: Permit, License and Registration Fees.** Pursuant to the sections of the Winnetka Village Code (“Code”) referred to in the following Schedule Building, Zoning and Construction Activity Fees (“Fee Schedule”), there are hereby established certain permit, license and registration fees, in the amounts and for the purposes set forth in said Fee Schedule:

**SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES**

**WORK PERFORMED WITHOUT PERMITS**

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

**PERMIT DEPOSITS (Section 15.32.020)**

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

<b>For Building Demolition Permits with site restoration plans</b>	<b>\$3,000</b>
<b>For Installation of New Security, Fire Detection or other Fire and Life Safety Systems (Chapters 8.04 and 15.16)</b>	<b>\$1,500</b>
<b>For Temporary Certificate of Occupancy</b>	<b>\$3,000</b>
<b>For Tree Replacement (for each inch of DBH)</b>	<b>\$250</b>

[Remainder of this page intentionally left blank.]

**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 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) (deducted from any deposits)**

- Fire Department review \$100.00
  - Technical review services Actual cost
- [Note: Variable fee, based on actual costs charged to Village.]

**CONTRACTOR PERMIT BOND (Sec. 15.32.060) \$20,000**

[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.]

**BUILDING PERMIT FEES (Sec. 15.32.020)**

**Renovations, including remodeling and additions, 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.

[Remainder of this page intentionally left blank.]

**BUILDING PERMIT FEES (cont'd)**

**Construction** [as defined in Title 17, for all 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, but not less than \$70.00

**Below Grade Parking Facilities**

- \$0.80 per Gross Floor Area square foot.

**RESTRICTIVE PERMITS**

[**Note:** Includes initial plan review fee.]

**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. 15.52.010)

- For each accessory structure \$45
- For demolition with building permit application and complete construction documents. \$16,070
- For demolition with site restoration plan and schedule. \$16,070
- Reimbursement of payment made by Village of Winnetka to Winnetka Historical Society for research related to demolition of a primary structure \$600

**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)**

[Note: Includes initial plan review fee.]

<b>Base Fee for All Permits</b>	\$70
<b>Electrical Fixtures, per fixture</b>	\$1.10
<b>Heating/Air Conditioning/Ventilation (HVAC), per unit</b> [Note: Requires HVAC permit.]	\$25
<b>Motors over 0.5 hp, per motor</b>	\$25
<b>New Service or Modifications to Existing Service Entrance Equipment</b> [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
<b>Outlets, per outlet</b>	\$1.10
<b>Temporary Service, per service</b>	\$340

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

[Note: Includes initial plan review fee.]

**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

**Lawn Sprinklers**

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

**HVAC**

[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

[Remainder of this page intentionally left blank.]

**MISCELLANEOUS FEES**

<b>Development Agreement — Base Fee</b> (Sec. 15.32.080(K))	\$1,500
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
<b>Development Agreement — Supplemental Fee</b> (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 spent and rates set by R-36-2013
<b>Fire Prevention Permit</b> (Sec. 15.16.040)	\$100
<b>Partial Permits</b> (Sec. 15.32.110)	\$150
<b>Permit Renewal</b> (Sec. 15.32.200)	50% of total original permit fees
<b>Stop Work Order</b> (Sec. 15.04.080)	
• 1 <sup>st</sup> Stop Work Order	\$250
• 2 <sup>nd</sup> Stop Work Order	\$500
• 3 <sup>rd</sup> Stop work Order	\$750
<b>Temporary Certificate of Occupancy</b> (Sec. 15.36.010)	\$275
<b>Village Attorney Services</b> (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**

<b>Administrative Appeals</b>	
• Building Code Appeals (Sec. 15.72.010)	\$350
• Zoning Appeals (Sec. 17.72.010)	\$450
<b>Certificate of Appropriateness of Design</b> (Sec. 15.40.010)	
• For each new primary structure or addition thereto	\$450
• For each application for signs, canopies, or awnings	\$55
• All other requests	\$110
<b>Consolidation of Land into single parcel</b> (Sec. 16.08.010)	\$550
<b>Driveway Variation</b> (Sec. 12.12.010 and 15.44.040)	\$265
<b>Flood Plain Variation</b> (Sec. 15.68.100)	\$715
<b>Sign Variation</b> (Sec. 15.60.250)	\$220
<b>Special Use Permit</b> (Sec. 17.56.010)	\$935

**PETITION FILING FEES (cont'd)**

<b>Subdivision of Land</b> – Base Fee (Sec. 16.04.040)	\$935
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
<b>Subdivision of Land – Supplemental Fee</b> (Sec. 15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred. For projects requiring a Development Agreement, the supplemental fee shall be incorporated into the Development Agreement.	based on Staff time spent and rates set by R-36-2013
<b>Zoning Map Amendment</b> (Sec. 17.72.040)	\$800
<b>Zoning Planned Development</b> (Chapter 17.58)	\$935
<b>Zoning Special Use</b> (Chapter 17.56)	\$935
<b>Zoning Text Amendment</b> (Sec. 17.72.040)	\$800
<b>Zoning Variation by Zoning Administrator</b> (Minor Variation) (Sec. 17.60.015)	\$250
<b>Zoning Variation by Ordinance</b> (Major Variation)(Sec. 17.60.030)	\$800
<b>Zoning Variation by Zoning Board of Appeals</b> (Standard Variation) (Sec. 17.60.020)	\$400

**STREETS, SIDEWALKS, DRIVEWAYS AND OTHER IMPERMEABLE SURFACES**  
(Sec. 12.04.110)

<b>Driveway curb cut, new or enlarged</b> (Sec. 12.12.010)	\$75
[Note: Requires street excavation/occupancy permit and right-of-way deposit]	
<b>Right-of-way Excavation and/or Occupation</b> (Sec. 12.16.010)	\$125
<b>Sewer</b> (Sec. 15.24.090)	\$150
<b>Impermeable Surfaces (including driveways, sidewalks, patios, etc.)</b> (Sec. 12.08.010)	\$75
<b>Street Replacement</b> (Sec. 12.04.20)	
• Base fee - Streets resurfaced 5 or fewer years prior to the date of permit application	\$2,000
• Base Fee - Streets resurfaced more than 5 years prior to the date of permit application	\$1,000
• Per square yard of base (any type of base)	\$125

**SECTION 2: 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 3: Fee for Returned Payments.** A fee in the amount of \$150.00 or 5% of the 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 4: 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 5: Effect of Resolution.** This resolution supersedes Resolution R-14-2013.

**SECTION 6: Effective Date.** This resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2013, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed:

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

Countersigned:

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



## Agenda Item Executive Summary

**Title:** Resolution R-38-2013 - Fire Service Fees

**Presenter:** Edward McKee, Finance Director

**Agenda Date:** 11/05/2013

**Consent:**  YES  NO

<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input checked="" type="checkbox"/>	Informational Only

### Item History:

October 10, 14, and 30, 2013 - The Village Council reviewed and discussed the proposed 2014 Fiscal Year Budget at three budget study sessions.

March 19, 2013 - The Village Council adopted Resolution R-15-2013, setting the annual and monthly rates for fire suppression and emergency rescue services in unincorporated areas.

### Executive Summary:

The Village annually calculates the fee charged for fire and rescue services in unincorporated territories adjacent to the Village. To ensure that the fee is equitable, the Village uses an established formula that takes into account the equalized assessed value of the area served, calls for service, and Fire Department expense data.

The current fee was set for the April-through-March fiscal year, so the complete data needed to calculate the new fees will not be available until February 2014. Consequently, Resolution R-38-2013 merely restates the current rate and sets the stage for the gradual transition to a calendar-based fiscal year. After the annual data is received in February, a new resolution will be prepared for Council consideration, and the effective dates of the rates will gradually move toward January 1.

In keeping with past practices, R-38-2013 is being distributed with all other rate and fee resolutions. It will be placed on the Village Council's agenda for adoption at the November 19, 2013 Council Meeting.

### Recommendation / Suggested Action:

No action required.

### Attachments:

R-38-2013 - A Resolution Establishing the Annual Fee for the Maintenance and Availability of Fire Suppression and Rescue Services to Certain Premises in Unincorporated New Trier Township

Fire contract worksheet for fiscal year 2013/2014 (beginning April 1, 2013)

**A RESOLUTION  
ESTABLISHING THE ANNUAL FEE  
FOR THE MAINTENANCE AND AVAILABILITY OF  
FIRE SUPPRESSION AND RESCUE SERVICES  
TO CERTAIN PREMISES IN UNINCORPORATED NEW TRIER TOWNSHIP**

**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 of Winnetka (“Village”) owns and operates a water utility that provides all water service within the Village of Winnetka; and

**WHEREAS**, the Village’s water utility also provides water service to certain customers located in unincorporated areas outside the corporate limits; and

**WHEREAS**, the Council finds that all matters pertaining to the operation of the Village’s water utility, including but not limited to providing water service to residents in nearby unincorporated areas and establishing the rates, terms and conditions for such service, are matters pertaining to the affairs of the Village; and

**WHEREAS**, Section 13.04.120 of the Winnetka Village Code, “Charges for the maintenance and availability of fire suppression and emergency paramedical and rescue services,” provides for the establishment of an annual fee for providing such services to any customer of the Village of Winnetka water utility located outside of the corporate limits of the Village and in the vicinity of one or more fire hydrants maintained by the Village for fire protection purposes; and

**WHEREAS**, Section 13.04.120 of the Winnetka Village Code establishes the formula for determining that annual fee; and

**WHEREAS**, calculations performed by Village staff pursuant to Section 13.04.120 of the Winnetka Village Code previously established that, for the fiscal year that began on April 1, 2013, the monthly amount to be charged to each of the premises in unincorporated New Trier Township that receives fire suppression and rescue services from the Village of Winnetka should be Eighty-two Dollars and Sixteen Cents (\$82.16); and

**WHEREAS**, on March 19, 2013, the Village Council adopted Resolution R-13-2013, setting the monthly amount to be charged to each of the premises in unincorporated New Trier Township that receives fire suppression and rescue services from the Village of Winnetka at Eighty-two Dollars and Sixteen Cents (\$82.16); and

**WHEREAS**, the Council finds that it is fair and reasonable to maintain the monthly charges for non-resident fire suppression and rescue services at Eighty-two Dollars and Sixteen Cents (\$82.16), beginning January 1, 2014.

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

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

**SECTION 2:** Effective January 1, 2014, the monthly amount to be charged to each premises that is located in unincorporated New Trier Township and that is receiving fire suppression and rescue services from the Village of Winnetka is hereby established in the amount of Eighty-two Dollars and Sixteen Cents (\$82.16) .

**SECTION 3:** All non-resident water customers who are subject to the foregoing fire suppression fee shall pay for emergency medical services on a per call basis, at the rates established in the Village's general fee and rate resolutions.

**SECTION 4: 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 5: Effect of Resolution.** This resolution supersedes Resolution R-15-2013.

**SECTION 6: Effective Date.** This resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2013, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed:

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

Countersigned:

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

**FIRE CONTRACT WORKSHEET FOR FISCAL YEAR 2013/2014 (beginning April 1, 2013)**

The annual reimbursement for fire suppression and emergency paramedical and rescue services provided by the Village of Winnetka to the Village of Kenilworth and to certain premises located in unincorporated New Trier Township is based upon the following terms:

	ESTIMATED
~~~~~	
A. POPULATION (latest decennial census figures available):	<2010>
Total New Trier Township.....	56,205
Incorporated New Trier Township:	
Village of Kenilworth.....	(2,513)
Village of Winnetka.....	(12,187)
New Trier Township portion of Village of Glencoe.....	(8,723)
New Trier Township portion of Village of Wilmette.....	(27,087)
New Trier Township portion of Village of Glenview.....	(3,173)
New Trier Township portion of Village of Northfield.....+	(1,696)
	-----
Total Incorporated New Trier Township.....=	(55,379)
	-----
Unincorporated New Trier Township .....	826
	=====
Fire Service Area:	
Village of Kenilworth.....	2,513 ( 16.19% )
Village of Winnetka.....	12,187 ( 78.49% )
Unincorporated New Trier Township.....+	826 ( 5.32% )
	-----
Total Fire Service Area.....=	15,526
	=====
~~~~~	
B. EQUALIZED ASSESSED VALUATION (latest figures available):	<2010>
Total New Trier Township.....	\$4,946,850,035
Incorporated New Trier Township:	
Village of Kenilworth.....	(\$315,051,106)
Village of Winnetka.....	(\$1,440,254,090)
New Trier Township portion of Village of Glencoe.....	(\$929,105,591)
New Trier Township portion of Village of Wilmette.....	(\$1,862,970,271)
New Trier Township portion of Village of Glenview.....	(\$130,505,841)
New Trier Township portion of Village of Northfield.....+	(\$142,163,871)
	-----
Total Incorporated New Trier Township.....=	(\$4,820,050,770)
	-----
Unincorporated New Trier Township .....	\$126,799,265
	=====
Fire Service Area:	
Village of Kenilworth.....	\$315,051,106 ( 16.74% )
Village of Winnetka.....	\$1,440,254,090 ( 76.52% )
Unincorporated New Trier Township.....+	\$126,799,265 ( 6.74% )
	-----
Total Fire Service Area.....=	\$1,882,104,461
	=====
~~~~~	
C. CALLS (for fire suppression and emergency paramedical and rescue services, including false, for twelve-month period January 1st through December 31st):	<2011>
Fire Service Area:	
Village of Kenilworth.....	160 ( 7.24% )
Village of Winnetka (including auto and mutual aid calls).....	2,002 ( 90.55% )
Unincorporated New Trier Township.....+	49 ( 2.22% )
	-----
Total Fire Service Area.....=	2,211
	=====
~~~~~	

D. FIRE SERVICE AREA ANNUAL BUDGET (for fiscal year corresponding to term of contract):

	<2013/2014>	
Winnetka Fire Department annual budget....including capital		\$4,877,494
Less:		
Fire Prevention -- salaries & retirement <*>.....	(\$940,036)	
Fire Prevention -- services.....	(57,100)	
Fire Prevention -- employee insurance benefits <*>.....	(99,768)	
Foreign Fire Insurance .....	(75,000)	
Joint Services Credit .....	(30,000)	
Building Improvements	0	
Major capital in proposed budget.....	0	
	-----	
Total subtractions.....		(1,201,904)
Plus:		
Amortized Major Capital <*>.....	\$136,467	
	-----	
Total Additions.....		136,467
		-----
Kenilworth contract annual budget calculation		\$3,812,057

<\*> These figures each equal exactly 25% of total budgeted departmental expenditures for salaries, retirement and employee insurance benefits. The resulting dollar figures shown are estimates of the department's respective budgeted amounts allocated to fire prevention activities within Winnetka.

<\*> This figure is the sum of:

1993	Public Safety Bldg Renovation Plans (Fire); \$30,000 over 30 years installment #21 of 30; installments required through FY 2022/23		1,000
1995	Pumper Truck; \$211,000 over 20 years; installment #19 of 20; installments required through FY 2014/15		10,550
2007	Training Tower \$290,000 over 20 years installment #7 of 20; installments required through FY2027		14,500
1998	Conversion of Pumper to Rescue/Pumper; \$42,000 over 17 years; installment #16 of 17; installments required through FY 20014/15		2,471
2000	Pumper Truck; \$290,000 over 20 years; installment #14 of 20; installments required through FY 2019/20		14,500
2011	Command Vehicle;\$60,000 over 10 years installmant #3 of 10; installments required through FY 2021/2022		6,000
2008	Staff Vehicle; \$35,000 over 6 years; installment #6 of 6; installments required through FY 2014/2015		5,833
d/c			
2010	Ladder/Quint truck; \$674,400 over 20 years installment # 4 of 25;.....		33,720
2004	Self Contained Breathing Apparatus; \$60,000 over 14 years; installment #10 of 14; installments required through FY 2019/2020		4,143
2012	Ambulance:\$275,000 over 12 years installments #2 of 12;installments required through FY 2024/2025		22,917
2007	Ambulance;\$180,000 over 12 years installments #7 of 12; installments required through FY 2019/2020		15,000
2012	Staff Vehicle;\$35,000 over 6 years; installment #1 of 6; installments required through FY 2019/2020	Done	5,833
chief			
	Total amortized major capital .....	=	\$136,467



~~~~~  
 F. ANNUAL COST OF FIRE SUPPRESSION AND EMERGENCY PARAMEDICAL AND RESCUE SERVICES  
 PROVIDED TO THE VILLAGE OF KENILWORTH:  
 ~~~~~

Village of Kenilworth population.....	2,513	
Fire Service Area population...../	15,526	
	-----	
Village of Kenilworth population as a proportion of Fire Service Area population.....=	16.19%	
	=====	
Village of Kenilworth equalized assessed valuation.....	\$315,051,106	
Fire Service Area equalized assessed valuation...../	1,882,104,461	
	-----	
Village of Kenilworth equalized assessed valuation as a proportion of Fire Service Area equalized assessed valuation.....=	16.74%	
	=====	
Village of Kenilworth calls.....	160	
Fire Service Area calls...../	2,211	
	-----	
Village of Kenilworth calls as a proportion of Fire Service Area calls.....=	7.24%	
	=====	
Fire Service Area annual budget.....	3,812,057	
Average Village of Kenilworth proportion of Fire Service Area.....*	13.39%	
	-----	
Village of Kenilworth portion of Fire Service Area annual budget.....=	\$510,327.66	
Less Village of Kenilworth latest credit.....-	(35,635.08)	
	-----	
Village of Kenilworth annual amount due.....=	\$474,692.58	
	=====	

~~~~~  
 G. ANNUAL COST OF FIRE SUPPRESSION AND EMERGENCY PARAMEDICAL AND RESCUE SERVICES  
 PROVIDED TO THE VILLAGE OF WINNETKA (required for computation purposes only):

|                                                                                                                                |                 |  |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------|--|
| Village of Winnetka population.....                                                                                            | 12,187          |  |
| Fire Service Area population...../                                                                                             | 15,526          |  |
|                                                                                                                                | -----           |  |
| Village of Winnetka population as a proportion of<br>Fire Service Area population.....=                                        | 78.49%          |  |
|                                                                                                                                | =====           |  |
| <br>                                                                                                                           |                 |  |
| Village of Winnetka equalized assessed valuation.....                                                                          | \$1,440,254,090 |  |
| Fire Service Area equalized assessed valuation...../                                                                           | 1,882,104,461   |  |
|                                                                                                                                | -----           |  |
| Village of Winnetka equalized assessed valuation as a<br>proportion of Fire Service Area equalized assessed<br>valuation.....= | 76.52%          |  |
|                                                                                                                                | =====           |  |
| <br>                                                                                                                           |                 |  |
| Village of Winnetka calls.....                                                                                                 | 2,002           |  |
| Fire Service Area calls...../                                                                                                  | 2,211           |  |
|                                                                                                                                | -----           |  |
| Village of Winnetka calls as a proportion of Fire<br>Service Area calls.....=                                                  | 90.55%          |  |
|                                                                                                                                | =====           |  |
| <br>                                                                                                                           |                 |  |
| Fire Service Area annual budget.....                                                                                           | \$3,812,057     |  |
| Average Village of Winnetka proportion of Fire Service Area.....*                                                              | 81.86%          |  |
|                                                                                                                                | -----           |  |
| Village of Winnetka portion of Fire Service Area annual budget.....=                                                           | \$3,120,359.29  |  |
| Less Village of Winnetka latest credit.....-                                                                                   | (208,870.46)    |  |
|                                                                                                                                | -----           |  |
| Village of Winnetka annual amount "due".....=                                                                                  | \$2,911,488.83  |  |
|                                                                                                                                | =====           |  |

H. ANNUAL COST OF FIRE SUPPRESSION AND EMERGENCY PARAMEDICAL AND RESCUE SERVICES  
 PROVIDED TO UNINCORPORATED NEW TRIER TOWNSHIP:

|                                                                                                                                              |               |              |
|----------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|
| Unincorporated New Trier Township population.....                                                                                            | 826           |              |
| Fire Service Area population...../                                                                                                           | 15,526        |              |
|                                                                                                                                              | -----         |              |
| Unincorporated New Trier Township population as a<br>proportion of Fire Service Area population.....=                                        | 5.32%         |              |
|                                                                                                                                              | =====         |              |
| Unincorporated New Trier Township equalized assessed<br>valuation.....                                                                       | \$126,799,265 |              |
| Fire Service Area equalized assessed valuation...../                                                                                         | 1,882,104,461 |              |
|                                                                                                                                              | -----         |              |
| Unincorporated New Trier Township equalized assessed<br>valuation as a proportion of Fire Service Area equalized<br>assessed valuation.....= | 6.74%         |              |
|                                                                                                                                              | =====         |              |
| Unincorporated New Trier Township calls.....                                                                                                 | 49            |              |
| Fire Service Area calls...../                                                                                                                | 2,211         |              |
|                                                                                                                                              | -----         |              |
| Unincorporated New Trier Township calls as a proportion of<br>Fire Service Area calls.....=                                                  | 2.22%         |              |
|                                                                                                                                              | =====         |              |
| Fire Service Area annual budget.....                                                                                                         |               | \$3,812,057  |
| Average Unincorporated New Trier Township proportion of<br>Fire Service Area.....*                                                           |               | 4.76%        |
|                                                                                                                                              |               | -----        |
| Unincorporated New Trier Township portion of Fire Service Area annual<br>budget.....=                                                        |               | \$181,370.05 |
| Less Unincorporated New Trier Township latest credit.....-                                                                                   |               | (12,787.46)  |
|                                                                                                                                              |               | -----        |
| Unincorporated New Trier Township annual amount "due".....=                                                                                  |               | \$168,582.59 |
|                                                                                                                                              |               | -----        |
| Number of fire contracts between Winnetka Fire Department and<br>Unincorporated New Trier Township...../                                     |               | 171          |
|                                                                                                                                              |               | -----        |
| Annual amount due per contract in Unincorporated New Trier Township.....=                                                                    |               | \$985.86     |
|                                                                                                                                              |               | =====        |

|                  |          |
|------------------|----------|
| Current Monthly  |          |
| Proposed Monthly | \$ 82.16 |

cc: Winnetka Village Manager  
 Winnetka Fire Chief  
 Winnetka Finance Director  
 Kenilworth Village Manager



## Agenda Item Executive Summary

**Title:** Ordinance M-15-2013 - GO Bond Series 2013 (Stormwater) - Amend and Adopt

**Presenter:** Edward F. McKee, Finance Director

**Agenda Date:** 10/15/2013

**Consent:**  YES  NO

- |                                     |                         |
|-------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> | Ordinance               |
| <input type="checkbox"/>            | Resolution              |
| <input type="checkbox"/>            | Bid Authorization/Award |
| <input type="checkbox"/>            | Policy Direction        |
| <input type="checkbox"/>            | Informational Only      |

### Item History:

- October 15, 2013 - Council Meeting - Agenda Packet, pp. 29 - 179
- Agenda pp. 29 - 32 - Executive Summary and Agenda Report
  - Agenda pp. 33 - 81 - Ordinance M-15-2013 (Series 2013)
  - Agenda pp. 82 - 130 - Ordinance M-16-2013 (Series 2014)
  - Agenda pp. 131 - 179 - Preliminary Official Statement

### Executive Summary:

Ordinance M-15-2013 authorizes the issuance of \$9,000,000 in bank qualified general obligation bonds ("Series 2013 Bonds"). The Ordinance was introduced at the October 15, 2013, Council meeting, along with a companion ordinance, M-16-2013, which would authorize the issuance of an additional \$9,500,000 in bank qualified general obligation bonds ("Series 2014 Bonds"). The Series 2013 Bonds and the Series 2014 Bonds are being issued to provide financing for some of the proposed improvements to the Village's stormwater management facilities. Both the Series 2013 Bonds and the Series 2014 bonds are being issued pursuant to the Village's home rule powers, and thus do not require prior approval by referendum.

As indicated at the time of introduction, Ordinance M-15-2013 could not contain all of the details of the terms of the bonds, as such details as the rates and maturity schedules are dependent on the terms of the sale. The sale of the Series 2013 Bonds is scheduled to occur during the day on Tuesday, November 5th, with final action on Ordinance M-15-2013 to follow at the Council meeting that same evening. Consequently, the attached draft of Ordinance M-15-2013 still contains the same blanks it contained when the Ordinance was introduced.

The sale will be conducted on the Village's behalf by the Village's financial adviser, Speer Financial, Inc., and the details of the sale will be inserted into Ordinance M-15-2013 by the Village's bond counsel, Chapman & Cutler. The complete, final text of the Ordinance will then be distributed to the Council at the Council's November 5th meeting, so it will be necessary to vote to amend Ordinance M-15-2013 before voting to pass it. The closing on the sale of the Series 2013 Bonds has been tentatively set for November 20, 2013.

Final Council action on Ordinance M-16-2013 is currently scheduled for the Council's December 3rd meeting. Currently, the sale of the Series 2014 Bonds is scheduled for December 3, 2013, with the closing currently scheduled for January 7, 2014.

### Recommendation / Suggested Action:

- 1) Consider a motion to amend Ordinance M-15-2013, to reflect the terms of the sale of the Series 2013 Bonds, as submitted by bond counsel.
- 2) Consider a motion to pass Ordinance M-15-2013, titled "AN ORDINANCE providing for the issuance of \$9,000,000 General Obligation Bonds, Series 2013, of the Village of Winnetka, Cook County, Illinois, for the financing of certain improvements to the stormwater system of the Village, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

### Attachments:

Ordinance M-15-2013 - AN ORDINANCE providing for the issuance of \$9,000,000\* General Obligation Bonds, Series 2013, of the Village of Winnetka, Cook County, Illinois, for the financing of certain improvements to the stormwater system of the Village, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds

Exhibit A to Ordinance M-15-2013 - Continuing Disclosure Undertaking for the Purpose of Providing Continuing Disclosure Information Under Section (B)(5) of Rule 15c2-12

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ORDINANCE NUMBER M-15-2013

AN ORDINANCE providing for the issuance of \$9,000,000\* General Obligation Bonds, Series 2013, of the Village of Winnetka, Cook County, Illinois, for the financing of certain improvements to the stormwater system of the Village, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

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Enacted by the President and Board of Trustees of the Village of Winnetka on the \_\_\_\_ day of \_\_\_\_\_ 2013.

Published in Pamphlet Form by Authority of the President and Board of Trustees of the Village of Winnetka on the \_\_\_\_ day of \_\_\_\_\_ 2013.

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\* Preliminary, subject to change.

October 15, 2013

M-15-2013

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LIST OF EXHIBITS

A—CONTINUING DISCLOSURE UNDERTAKING

## ORDINANCE NUMBER M-15-2013

AN ORDINANCE providing for the issuance of \$9,000,000<sup>\*</sup> General Obligation Bonds, Series 2013, of the Village of Winnetka, Cook County, Illinois, for the financing of certain improvements to the stormwater system of the Village, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

### PREAMBLES

#### WHEREAS

A. The Village of Winnetka, Cook County, Illinois (the “*Village*”), pursuant to a referendum held on April 5, 2005, and pursuant to the provisions of the 1970 Constitution of the State of Illinois and particularly Article VII, Section 6(a) thereof, is a home rule unit and as such may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the home rule provisions of Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The Council of the Village, consisting of the President and Board of Trustees (the “*Corporate Authorities*”) has previously considered the needs of the Village and has determined and does hereby determine that it is advisable, necessary and in the best interests of the Village to finance certain improvements relating to the Village’s stormwater system (the “*Project*”).

D. The Corporate Authorities have determined the total cost of the Project and costs and expenses incidental thereto, including in such costs and expenses all items of cost permitted under the home rule powers of the Village, and without limitation, costs of issuance of bonds,

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\* Preliminary, subject to change.

capitalized interest, and reserves, to be not less than \$\_\_\_\_\_; and there are not moneys of the Village on hand and available for the purpose of providing for the payment of such costs.

E. This Ordinance has been placed on the agenda of the Corporate Authorities and made available for public inspection at Village Hall and on the Village's web site, in accordance with Sections 2.04.040 and 2.16.040 of the Winnetka Village Code and applicable law.

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Winnetka, Cook County, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Definitions.* Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

Corporate Authorities

Project

Village

B. The following words and terms are defined as set forth.

“Act” means the Illinois Municipal Code, as supplemented and amended, as supplemented by the Local Government Debt Reform Act, and as further supplemented by the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970; and in the event of conflict between the provisions of the code and home rule powers, the home rule powers shall be deemed to supersede the provisions of the code.

*“Ad Valorem Property Taxes”* means the real property taxes levied to pay the Bonds as described and levied in (Section 13 of) this Ordinance.

*“Bond Counsel”* means Chapman and Cutler LLP, Chicago, Illinois.

*“Bond Fund”* means the Bond Fund established and defined in (Section 17 of) this Ordinance.

*“Bond Moneys”* means the Ad Valorem Property Taxes and any other moneys deposited into the Bond Fund and investment income held in the Bond Fund.

*“Bond Purchase Agreement”* means the contract for the sale of the Bonds by and between the Village and the Purchaser, as evidenced by the executed Official Bid Form, in response to an Official Notice of Sale given by the Village in connection with the public competitive sale of the Bonds.

*“Bond Register”* means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

*“Bond Registrar”* means Amalgamated Bank of Chicago, or successor thereto, as bond registrar and paying agent for the Bonds, which bond registrar is a bank or trust company routinely in the business of providing such services and with a banking or corporate trust office currently located in the City of Chicago, Illinois.

*“Bonds”* means the \$\_\_\_\_\_ General Obligation Bonds, Series 2013 authorized to be issued by this Ordinance.

*“Book Entry Form”* means the form of the Bonds as fully registered and available in physical form only to the Depository.

*“Code”* means the Internal Revenue Code of 1986, as amended.

“*Continuing Disclosure Undertaking*” means the undertaking by the Village for the benefit of the Purchaser as authorized in (Section 16 of) this Ordinance and substantially in the form as attached hereto as *Exhibit A*.

“*County*” means The County of Cook, Illinois.

“*County Clerk*” means the County Clerk of the County.

“*Depository*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page, and passed by the Corporate Authorities on the 5th day of November 2013.

“*Purchase Price*” means the purchase price of the Bonds, to-wit: \$\_\_\_\_\_ (being equal to the par amount of the Bonds, plus original issue premium in the amount of \$\_\_\_\_\_ and net of an underwriter’s discount of \$\_\_\_\_\_), plus accrued interest to the date of delivery, if any.

“*Purchaser*” means the purchaser of the Bonds, as the winning bidder at competitive sale, namely, \_\_\_\_\_.

“*Record Date*” means the first day of the month of any interest payment date.

“*Tax-exempt*” means the status of interest paid and received thereon as excludable from gross income of the owners thereof for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

C. Definitions also appear in the above preambles or in specific sections, as appearing below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

*Section 2. Incorporation of Preambles.* The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

*Section 3. Determination To Issue Bonds.* It is necessary and in the best interests of the Village to provide for the Project, to pay all necessary or advisable related costs, and to borrow money and issue the Bonds for the purpose of paying a part of such costs. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

*Section 4. Bond Details.* There shall be issued and sold the Bonds in the aggregate principal amount of \$\_\_\_\_\_. The Bonds shall each be designated “*General Obligation Bond, Series 2013*”; be dated the date of delivery thereof (the “*Dated Date*”); and shall also bear the date of authentication thereof. The Bonds shall be fully registered and in Book Entry Form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), and shall be numbered consecutively from one (1) upwards in such fashion as shall be determined by the Bond Registrar. The Bonds shall become due (subject to right of prior redemption) and payable serially on December 15 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

| YEAR | AMOUNT (\$) | RATE |
|------|-------------|------|
| 2015 |             |      |
| 2016 |             |      |
| 2017 |             |      |
| 2018 |             |      |
| 2019 |             |      |
| ***  | ***         | ***  |
| 2044 |             |      |
| 2045 |             |      |
| 2046 |             |      |

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on June 15, 2014. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date and mailed to the registered owner of the Bond as shown in the Bond Register or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with the Depository for so long as the Depository is the registered owner as of a given Record Date. The principal of or redemption price of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office of the Bond Registrar maintained for the purpose, located in the Chicago, Illinois, or at successor Bond Registrar or locality.

*Section 5. Registration of Bonds; Persons Treated as Owners.* The Village shall cause books (the “Bond Register” as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village shall prepare, and the Bond Registrar or such other agent as the Village may

designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover

any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

*Section 6. Book Entry Provisions.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity bearing the same interest rate. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the “*Book Entry Owner*”). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Village officer, as representative of the Village, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the “*Letter of Representations*”) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the Village, any Village officer, or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each

such broker-dealer, bank, or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, any Village officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository’s agent or designee, but if the Village does not select such alternate

book entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

*Section 7. Execution; Authentication.* The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall be impressed or imprinted with the corporate seal or facsimile seal of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form provided, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

*Section 8. Term Bonds; Mandatory Redemption.* The Bonds due on December 15 of the years 20\_\_, 20\_\_ and 20\_\_ are Term Bonds and are subject to mandatory redemption by operation of the Bond Fund at a price of par and accrued interest, without premium, on December 15 of the years and in the amounts as follows:

FOR THE TERM BONDS DUE DECEMBER 15, 20\_\_:

|      |                           |
|------|---------------------------|
| YEAR | REDEMPTION<br>AMOUNT (\$) |
|------|---------------------------|

with \$\_\_\_\_\_ remaining to be paid at maturity in 20\_\_.

FOR THE TERM BONDS DUE DECEMBER 15, 20\_\_:

|      |                           |
|------|---------------------------|
| YEAR | REDEMPTION<br>AMOUNT (\$) |
|------|---------------------------|

with \$\_\_\_\_\_ remaining to be paid at maturity in 20\_\_.

FOR THE TERM BONDS DUE DECEMBER 15, 20\_\_:

|      |                           |
|------|---------------------------|
| YEAR | REDEMPTION<br>AMOUNT (\$) |
|------|---------------------------|

with \$\_\_\_\_\_ remaining to be paid at maturity in 20\_\_.

Those of the Bonds denominated Term Bonds shall be subject to mandatory redemption by operation of the Bond Fund at a price of par and accrued interest, without premium, on December 15 of the years and in the amounts set forth for same. The Village covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the Village covenants that the Term Bonds so selected for redemption shall be payable as at maturity. If the Village redeems pursuant to optional redemption as provided for the Bonds or purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from

the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the Village shall determine. If the Village redeems pursuant to optional redemption or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the Village shall determine.

*Section 9. Optional Redemption.* The Bonds due on and after December 15, 2044 are subject to redemption prior to maturity at the option of the Village, from any available funds, in whole or in part, on any date on or after December 15, 2021, and if in part, in any order of maturity, as selected by the Village, and if less than an entire maturity, in integral multiples of \$5,000, selected by lot by the Bond Registrar as hereinafter provided, and as applicable to any mandatory redemption requirement of Term Bonds, if any, as the Village shall determine, at the redemption price of par plus accrued interest to the date fixed for redemption.

*Section 10. Redemption Procedure.* Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows:

A. *Notice to Registrar.* For a mandatory redemption, the Bond Registrar shall proceed to redeem Bonds without any further order or direction from the Village whatsoever. For an optional redemption, the Village shall, at least 45 days prior to a redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the maturities and principal amounts of Bonds to be redeemed, and, if Term Bonds are to be redeemed, the

application of the amount redeemed to the mandatory redemption schedule for such Term Bonds.

*B. Selection of Bonds within a Maturity.* For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such series and maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable receipt of funds sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

*C. Official Notice of Redemption.* The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (1) the redemption date;

(2) the redemption price;

(3) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Bond Registrar maintained for that purpose.

*D. Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

*E. Bonds Shall Become Due.* Subject to the stated condition in paragraph (D) immediately preceding, official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due

and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

*F. Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in Book Entry Form, notice may be given as provided in the Representations Letter, and the giving of such notice shall constitute a waiver by the Depository and the Book Entry Owner, as registered owner, of the foregoing notice.*

*G. New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

*H. Effect of Nonpayment upon Redemption.* If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

*I. Bonds to Be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

*J. Additional Notice.* The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice (1) shall be advisory in nature, (2) shall be solely in the discretion of the Village, and (3) shall not be a condition precedent of a valid redemption or a part of the Bond contract and *provided further* that any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

*K. Bond Registrar to Advise Village.* As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

*Section 11. Form of Bonds.* The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.



maintained by the Bond Registrar at the close of business on the applicable Record Date. The Record Date shall be the first day of the month of any interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing act, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Winnetka, Cook County, Illinois, by its Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

\_\_\_\_\_  
President, Village of Winnetka  
Cook County, Illinois

ATTEST:

\_\_\_\_\_  
Village Clerk, Village of Winnetka  
Cook County, Illinois

[SEAL]

[FORM OF AUTHENTICATION]

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2013, having a Dated Date of \_\_\_\_\_, 2013, of the Village of Winnetka, Cook County, Illinois.

AMALGAMATED BANK OF CHICAGO  
Chicago, Illinois  
as Bond Registrar

Date of Authentication: \_\_\_\_\_, 2013

By \_\_\_\_\_  
Authorized Officer

[FORM OF BONDS - REVERSE SIDE]

This bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$\_\_\_\_\_ issued by the Village for the purpose of paying a part of the costs of the Project, as defined in the hereinafter defined Ordinance, and of paying expenses incidental thereto, all as described and defined in the bond ordinance of the Village (Ordinance Number M-15-2013), passed by the Council thereof on the 5th day of November 2013, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, as supplemented by the Local Government Debt Reform Act, as amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, (collectively, the “*Act*”), and with the Ordinance, which has been duly approved by the President, and published, in all respects as by law required.

This Bond is subject to provisions relating to redemption and terms and notice of redemption, registration, transfer, and exchange and such other terms and provisions relating to security and payment as are set forth in the Ordinance, to which reference is hereby expressly made, and to all the terms of which the registered owner hereof is hereby notified and shall be subject.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

THE VILLAGE HAS DESIGNATED THIS BOND AS A “QUALIFIED TAX-EXEMPT OBLIGATION” PURSUANT TO SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

[FORM OF ASSIGNMENT]

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number,  
Employer Identification Number or  
other Identifying Number

---

---

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

---

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 12. Security for the Bonds.* The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of the Ad Valorem Property Taxes on all of the taxable property in the Village, without limitation as to rate or amount. It is the current intent of the Village to provide for the payment of principal and interest on the Bonds from certain fees and revenues from the stormwater system of the Village, and to then abate the Ad Valorem Property Taxes accordingly, as set forth in (Section 13 of) this Ordinance.

*Section 13. Tax Levy; Abatements.* For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose;* and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the following direct annual taxes (the “*Ad Valorem Property Taxes*”):

| FOR THE YEAR |    | A TAX SUFFICIENT TO PRODUCE THE DOLLAR (\$) SUM OF:   |
|--------------|----|-------------------------------------------------------|
| 2013         | \$ | for interest up to and including<br>December 15, 2014 |
| 2014         | \$ | for interest and principal                            |
| 2015         | \$ | for interest and principal                            |
| 2016         | \$ | for interest and principal                            |
| 2017         | \$ | for interest and principal                            |
| 2018         | \$ | for interest and principal                            |
| 2019         | \$ | for interest                                          |
| 2020         | \$ | for interest                                          |
| 2021         | \$ | for interest                                          |
| 2022         | \$ | for interest                                          |
| 2023         | \$ | for interest                                          |
| 2024         | \$ | for interest                                          |
| 2025         | \$ | for interest                                          |
| 2026         | \$ | for interest                                          |
| 2027         | \$ | for interest                                          |
| 2028         | \$ | for interest                                          |
| 2029         | \$ | for interest                                          |
| 2030         | \$ | for interest                                          |
| 2031         | \$ | for interest                                          |
| 2032         | \$ | for interest                                          |
| 2033         | \$ | for interest                                          |
| 2034         | \$ | for interest                                          |
| 2035         | \$ | for interest                                          |
| 2036         | \$ | for interest                                          |
| 2037         | \$ | for interest                                          |
| 2038         | \$ | for interest                                          |
| 2039         | \$ | for interest                                          |
| 2040         | \$ | for interest                                          |
| 2041         | \$ | for interest                                          |
| 2042         | \$ | for interest                                          |

| FOR THE YEAR | A TAX SUFFICIENT TO PRODUCE THE DOLLAR (\$) SUM OF: |                            |
|--------------|-----------------------------------------------------|----------------------------|
| 2043         | \$                                                  | for interest and principal |
| 2044         | \$                                                  | for interest and principal |
| 2045         | \$                                                  | for interest and principal |

The Ad Valorem Property Taxes and other moneys on deposit (collectively, the “*Bond Moneys*”) in the Bond Fund shall be applied to pay principal of and interest on the Bonds as follows:

(i) Bond Moneys shall be applied to the payment of interest when due and principal or redemption price when due at maturity or as redeemed pursuant to mandatory redemption from the Bond Fund, or

(ii) In each calendar year preceding a December 15 mandatory redemption date in such calendar year, Bond Moneys up to the amount of the redemption requirement on such mandatory redemption date plus interest due on Term Bonds on such date may be applied (a) to the purchase of Term Bonds of the maturity for which such mandatory redemption requirement was established at prices (including commissions and charges, if any) not exceeding par and accrued interest to such December 1 or (b) to the redemption of such Bonds, without premium, pursuant to optional redemption provisions applicable thereto. Upon the purchase or redemption of Term Bonds of any maturity pursuant to this paragraph (ii), an amount equal to the principal amount of such Bonds or applicable portion thereof so purchased or redeemed shall be deducted from the next mandatory redemption requirement thereafter to become due on such Bonds and any excess over the amount of such requirement shall be deducted from the future requirement for such Bonds as the Village shall determine.

Interest or principal coming due at any time when there are insufficient funds on hand from the Ad Valorem Property Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Ad Valorem Property Taxes herein levied; and when

the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the Ad Valorem Property Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein. In the event that funds from any other lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the transfer of such funds to the Bond Fund, and shall then direct the abatement of the taxes by the amount so deposited. The Village covenants and agrees that it will not direct the abatement of taxes until money has been deposited into the Bond Fund in the amount of such abatement. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

*Section 14. Filing with County Clerk.* Promptly, after this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerk. Under authority of this Ordinance, the County Clerk shall in and for each of the years as set forth herein, ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes levied in each of such years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in such years in and by the Village for general corporate purposes of the Village; and in each of those years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate

purposes for such years are levied and collected, without limit as to rate or amount, and in addition to and in excess of all other taxes.

*Section 15. Sale of Bonds; Official Statement.* The Bonds shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Village Treasurer, and shall be by the Treasurer delivered to the Purchaser upon payment of the Purchase Price. The contract for the sale of the Bonds to the Purchaser, as evidenced by an “*Official Notice of Sale*” and an “*Official Bid Form*,” as submitted to and presented to the Corporate Authorities at this meeting, as executed by the Purchaser, is hereby in all respects approved and confirmed, and the officer(s) of the Village designated therein are authorized and directed to execute the contract (bid form) on behalf of the Village, it being hereby declared that, to the best of the knowledge and belief of the members of the Corporate Authorities so voting hereon, after due inquiry, no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in such contract for the sale of the Bonds to the Purchaser. The Preliminary “Deemed Final” Official Statement of the Village, relating to the Bonds, presented to the Corporate Authorities is hereby ratified and approved. The Official Statement of the Village, to be provided within seven business days hereof, relating to the Bonds (the “*Official Statement*”), is hereby authorized, and the Purchaser is hereby authorized on behalf of the Village to distribute copies of the Official Statement to the ultimate purchasers of the Bonds. Such officer or officers of the Village as are designated therein are hereby authorized to execute and deliver the Official Statement on behalf of the Village.

*Section 16. Continuing Disclosure Undertaking.* An authorized official of the Village is hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking in substantially the same form as now before the Village as *Exhibit A* to this

Ordinance, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees, and agents of the Village, and the officers, employees, and agents of the Village are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 17. Creation of Funds and Appropriation.*

A. There is hereby created a “*General Obligation Bonds, Series 2013, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, and the sum of \$\_\_\_\_\_, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Ad Valorem Property Taxes shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Ad Valorem Property Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the

principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The Village hereby pledges, as equal and ratable security for the Bonds, all Bond Moneys on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the Village, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Bonds shall be either used to pay expenses directly at the time of issuance of the Bonds or be deposited into a separate fund, hereby created, designated the “*Expense Fund*” to be used to pay expenses of issuance of the Bonds. Disbursements from such fund shall be made from time to time as necessary. Moneys not disbursed from the Expense Fund within six (6) months shall be transferred by the Village Treasurer for deposit into the Project Fund, and any deficiencies in the Expense Fund shall be paid from other lawfully available Village funds.

D. The remaining proceeds of the Bonds shall be set aside in a separate fund, hereby created, and designated as the “*Series 2013 Project Fund*” (the “*Project Fund*”), hereby created as the fund to provide for the receipt and disbursement of proceeds of the Bonds for the Project. The Corporate Authorities reserve the right, as it becomes necessary or advisable from time to time, to revise the list of expenditures for the Project, to change priorities, to revise cost allocations between expenditures and to substitute projects, in order to meet current needs of the Village; *subject, however*, to the various covenants set forth in this Ordinance and in related certificates given in connection with delivery of the Bonds.

E. Alternatively to the creation of such funds and accounts, the Village Treasurer may allocate the funds or accounts for payment of the Bonds and the Bond proceeds to one or

more related funds or accounts of the Village already in existence; *provided, however*, that this shall not relieve the Treasurer of the duty to account for the funds for payment of the Bonds and the Bond proceeds as herein provided.

*Section 18. General Tax Covenants.* The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code, would otherwise cause the interest on the Bonds to be includable in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with such Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

*Section 19. Certain Specific Tax Covenants.*

A. None of the Bonds shall be a “private activity bond” as defined in Section 141(a) of the Code; and the Village certifies, represents, and covenants as follows:

(1) Not more than 5% of the net proceeds and investment earnings of the Bonds is to be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit.

(2) Not more than 5% of the amounts necessary to pay the principal of and interest on the Bonds will be derived, directly or indirectly, from payments with respect to any private business use by any person other than a state or local governmental unit.

(3) None of the proceeds of the Bonds is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(4) No user of the infrastructure of the Village to be improved as part of the Project other than the Village or another governmental unit, will use the same on any basis other than the same basis as the general public; and no person, other than the Village or another governmental unit, will be a user of such infrastructure as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract other than as expressly permitted by the Code, or (iii) any other arrangement.

B. The Bonds shall not be “arbitrage bonds” under Section 148 of the Code; and the Village certifies, represents, and covenants as follows:

(1) With respect to the Project, the Village has heretofore incurred or within six months after delivery of the Bonds expects to incur substantial binding obligations to be paid for with money received from the sale of the Bonds, said binding obligations

comprising binding contracts for the Project in not less than the amount of 5% of the proceeds of the Bonds allocable to the Project.

(2) More than 85% of the proceeds of the Bonds allocable to the Project will be expended on or before three years for the purpose of paying the costs of the Project.

(3) All of the principal proceeds of the Bonds allocable to the Project and investment earnings thereon will be used, needed, and expended for the purpose of paying the costs of the Project including expenses incidental thereto.

(4) Work on the Project is expected to proceed with due diligence to completion.

(5) Except for the Bond Fund, the Village has not created or established and will not create or establish any sinking fund reserve fund or any other similar fund to provide for the payment of the Bonds. The Bond Fund has been established and will be funded in a manner primarily to achieve a proper matching of revenues and debt service and will be depleted at least annually to an amount not in excess of 1/12th the particular annual debt service on the Bonds. Money deposited into the Bond Fund will be spent within a 13-month period beginning on the date of deposit, and investment earnings in the Bond Fund will be spent or withdrawn from the Bond Fund within a one-year period beginning on the date of receipt.

(6) Amounts of money related to the Bonds required to be invested at a yield not materially higher than the yield on the Bonds, as determined pursuant to such tax certifications or agreements as the Village officers may make in connection with the issuance of the Bonds, shall be so invested; and appropriate Village officers are hereby authorized to make such investments.

(7) Unless an applicable exception to Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” to the United States Treasury (the “*Rebate Requirement*”) is available to the Village, the Village will meet the Rebate Requirement.

(8) Relating to such applicable exceptions, any Village officer charged with issuing the Bonds is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the Village.

C. None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof except architectural or engineering costs incurred prior to commencement of any of the Project or expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.103-18. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.103-18 as to all costs of the Project paid after the date hereof and prior to issuance of the Bonds.

D. The Village reserves the right to use or invest moneys in connection with the Bonds in any manner or to make changes in the Project list or to use the Village infrastructure acquired, constructed, or improved as part of the Project in any manner, notwithstanding the representations and covenants in (Sections 18 and 19 of) this Ordinance, *provided* it shall first have received an opinion from Bond Counsel or from another attorney or a firm of attorneys of nationally recognized standing in matters pertaining to Tax-exempt bonds to the effect that use or investment of such moneys or the changes in or use of such infrastructure as contemplated will not result in loss or impairment of Tax-exempt status for the Bonds.

E. Each Bond is hereby designated as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In connection therewith the Village hereby affirms that: (i) none of the Bonds will be at any time a “private activity bond” (as

defined in Section 141 of the Code), (ii) as of the date hereof in calendar year 2013, other than the Bonds, no Tax-exempt obligations of any kind have been issued (A) by or on behalf of the Village, (B) by other issuers, any of the proceeds of which have been or will be used to make any loans to the Village or (C) any portion of which has been allocated to the Village for purposes of Section 265(b) of the Code and (iii) not more than \$10,000,000 of obligations of any kind (including the Bonds) issued (A) by or on behalf of the Village (B) by other issuers any of the proceeds of which have been or will be used to make any loans to the Village or (C) any portion of which has been allocated to the Village for purposes of Section 265(b) of the Code during calendar year 2013 will be designated for purposes of Section 265(b)(3) of the Code. The Village is not subject to control by any entity, and there are no entities subject to control by the Village.

*Section 20. Municipal Bond Insurance.* In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of such Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding such Bonds, amendment hereof, or other terms, as approved by any of the Village Officers on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

*Section 21. Rights and Duties of Bond Registrar.* If requested by the Bond Registrar, any officer of the Village is authorized to execute standard form of agreements between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this Ordinance. In addition to the terms of such agreements and subject to modification

thereby, the Bond Registrar by acceptance of duties under this Ordinance agrees (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law; (c) to give notice of redemption of Bonds as provided herein; (d) to cancel and/or destroy Bonds which have been paid at maturity, upon redemption or submitted for exchange or transfer; (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and (f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Village covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

(A) The Village shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

(B) The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful

wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.

(C) The Village may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Bond Registrar. The Village shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in any reasonable manner as the Village shall select. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining a corporate trust office in Illinois or New York, and having capital and surplus and undivided profits in excess of \$100,000,000. The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

*Section 22. Defeasance.* Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Ad Valorem Property Taxes and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All

covenants relative to the Tax-exempt status of the Tax-exempt Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not. For purposes of this Section, “*Defeasance Obligations*” means (a) direct and general full faith and credit obligations of the United States Treasury (“*Directs*”), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury.

*Section 23. Publication of Ordinance.* A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

*Section 24. Severability.* If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

*Section 25. Superseder and Effective Date.* All ordinances, resolutions, and orders, or parts thereof, in conflict with this Ordinance, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

*Section 26. Passage.* This Ordinance is passed 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.

PASSED: this \_\_\_\_ day of \_\_\_\_\_ 2013, by the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_, 2013

\_\_\_\_\_  
President, Village of Winnetka  
Cook County, Illinois

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
Village Clerk, Village of Winnetka  
Cook County, Illinois

Introduced: October 15, 2013  
Passed and Approved: \_\_\_\_\_, 2013

**CONTINUING DISCLOSURE UNDERTAKING  
FOR THE PURPOSE OF PROVIDING  
CONTINUING DISCLOSURE INFORMATION  
UNDER SECTION (b)(5) OF RULE 15c2-12**

This Continuing Disclosure Undertaking (the “*Agreement*”) is executed and delivered by Village of Winnetka, Cook County, Illinois (the “*Village*”) in connection with the issuance of \$\_\_\_\_\_ General Obligation Bonds, Series 2013 (the “*Bonds*”). The Bonds are being issued pursuant to an Ordinance, as enacted by the President and Board of Trustees of the Village on November 5, 2013 (the “*Ordinance*”).

In consideration of the issuance of the Bonds by the Village and the purchase of such Bonds by the beneficial owners thereof, the Village covenants and agrees as follows:

1. **PURPOSE OF THIS AGREEMENT.** This Agreement is executed and delivered by the Village as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The Village represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. **DEFINITIONS.** The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

*Annual Financial Information* means the financial information and operating data described in *Exhibit I*.

*Annual Financial Information Disclosure* means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

*Audited Financial Statements* means the audited financial statements of the Village prepared pursuant to the standards and as described in *Exhibit I*.

*Commission* means the Securities and Exchange Commission.

*Dissemination Agent* means any agent designated as such in writing by the Village and which has filed with the Village a written acceptance of such designation, and such agent’s successors and assigns.

*EMMA* means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

*Exchange Act* means the Securities Exchange Act of 1934, as amended.

*MSRB* means the Municipal Securities Rulemaking Board.

*Participating Underwriter* means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

*Reportable Event* means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II*.

*Reportable Events Disclosure* means dissemination of a notice of a Reportable Event as set forth in Section 5.

*Rule* means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

*State* means the State of Illinois.

*Undertaking* means the obligations of the Village pursuant to Sections 4 and 5.

3. CUSIP NUMBER/FINAL OFFICIAL STATEMENT. The CUSIP Numbers of the Bonds as set forth in *Exhibit III*. The Final Official Statement relating to the Bonds is dated November 5, 2013 (the "*Final Official Statement*"). The Village will include the CUSIP Number in all disclosure described in Sections 4 and 5 of this Agreement.

4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Village will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. REPORTABLE EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. CONSEQUENCES OF FAILURE OF THE VILLAGE TO PROVIDE INFORMATION. The Village shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Village to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under this Agreement. The beneficial owners of 25% or more in principal amount of the Bonds outstanding may challenge the adequacy of the information provided under this Agreement and seek specific performance by court order to cause the Village to provide the information as required by this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance, and the sole remedy under this Agreement in the event of any failure of the Village to comply with this Agreement shall be an action to compel performance.

7. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the Village by ordinance authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the Village (such as the Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made

to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. **TERMINATION OF UNDERTAKING.** The Undertaking of the Village shall be terminated hereunder if the Village shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance. The Village shall give notice to EMMA in a timely manner if this Section is applicable.

9. **DISSEMINATION AGENT.** The Village may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

10. **ADDITIONAL INFORMATION.** Nothing in this Agreement shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Village chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Village shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event. If the Village is changed, the Village shall disseminate such information to EMMA.

11. **BENEFICIARIES.** This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Village, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. **RECORDKEEPING.** The Village shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. **ASSIGNMENT.** The Village shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the Village under this Agreement or to execute an Undertaking under the Rule.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State.

VILLAGE OF WINNETKA, COOK COUNTY,  
ILLINOIS

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

Its: Treasurer/Finance Director

Address: 510 Green Bay Road

Winnetka, Illinois 60093

Date: November 20, 2013

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED  
FINANCIAL STATEMENTS

“*Annual Financial Information*” means financial information and operating data of the type contained in the Official Statement under the following captions:

1. The table under the headings of **“Retailers’ Occupation, Service Occupation and Use Tax”**;
2. All of the tables under the heading **“PROPERTY ASSESSMENT AND TAX INFORMATION”**;
3. All of the tables under the heading **“DEBT INFORMATION”**; and
4. All of the tables under the heading **“FINANCIAL INFORMATION.”**

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The Village shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 210 days after the last day of the Village’s fiscal year. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included.

Audited Financial Statements will be prepared according to Generally Accepted Accounting Principles as applicable to governmental units (*i.e.*, as subject to the pronouncements of the Governmental Standards Accounting Board and subject to any express requirements of State law). Audited Financial Statements will be submitted to EMMA within 30 days after availability to Village.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Village will disseminate a notice of such change as required by Section 4.

## EXHIBIT II

### EVENTS WITH RESPECT TO THE BONDS FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Village\*
13. The consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

NOTE: DO NOT DELETE ANY EVENT, EVEN IF IT IS INAPPLICABLE TO YOUR TRANSACTION.

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\* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.

EXHIBIT III

CUSIP NUMBERS

BASE NUMBER IS 974790

| YEAR | SUFFIX |
|------|--------|
| 2015 |        |
| 2016 |        |
| 2017 |        |
| 2018 |        |
| 2019 |        |
| ***  | ***    |
| 2044 |        |
| 2045 |        |
| 2046 |        |



## Agenda Item Executive Summary

**Title:** Resolution R-30-2013 - Approving a Bond Record-Keeping Policy

**Presenter:** Ed McKee, Finance Director

**Agenda Date:** 11/05/2013

**Consent:**  YES  NO

|                                     |                         |
|-------------------------------------|-------------------------|
| <input type="checkbox"/>            | Ordinance               |
| <input checked="" type="checkbox"/> | Resolution              |
| <input type="checkbox"/>            | Bid Authorization/Award |
| <input type="checkbox"/>            | Policy Direction        |
| <input type="checkbox"/>            | Informational Only      |

### Item History:

Resolution R-30-2013 is part of the documentation pertaining to the Series 2013 and Series 2014 General Obligation Bonds that will be issued pursuant to Ordinances M-15-2013 and M-16-2013, respectively.

### Executive Summary:

Resolution R-30-2013, which was drafted by bond counsel, establishes a record-keeping policy for bonds and other financial obligation instruments, including the General Obligation Bonds that will be issued pursuant to Ordinances M-15-2013 (Series 2013 Bonds) and M-16-2013 (Series 2014 Bonds).

When the Village issues bonds, it is required to file a Form 8038-G with the Internal Revenue Service (IRS). The form documents the nature of the bond issue and compliance with various tax regulations necessary to maintain the tax exempt status of the bonds. In conjunction with that filing, the IRS now asks whether the issuer has adopted a record-keeping policy that provides ongoing review of the bonds and the use of the bond proceeds in order to maintain their tax exempt status.

The Resolution provides for how the Village will maintain and review bond records over the life of the bonds, plus an additional three years. It thereby formally establishes that bond records are to be treated separately from other financial records, which are eligible for disposal after shorter periods of time, pursuant to the provisions of the Local Records Act and the Village's general records retention plan.

Resolution R-30-2013 designates the Finance Director as the Compliance Officer for purposes of reviewing and managing the bond records, provides for the annual review of the bond records, and authorizes the Compliance Officer to use the assistance of bond counsel and other advisers in performing the duties outlined in the Resolution.

### Recommendation / Suggested Action:

Consider adoption of Resolution R-30-2013, captioned "Resolution Approving a Bond Record-Keeping Policy for the Village of Winnetka, Cook County, Illinois."

### Attachments:

R-30-2013 - Resolution Approving a Bond Record-Keeping Policy for the Village of Winnetka, Cook County, Illinois

RESOLUTION Approving a Bond Record-Keeping Policy for the Village of Winnetka, Cook County, Illinois.

\* \* \*

WHEREAS, Village of Winnetka, Cook County, Illinois (the “*Village*”), has issued and is expected to continue to issue bonds or other obligations (collectively, the “*Tax Exempt Obligations*”) the interest on which is excludable from gross income for federal income tax purposes; and

WHEREAS, the Village may at some time in the future issue bonds or other obligations, other than Tax Exempt Obligations, that enable the issuer or holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and specified tax credit bonds (the “*Tax-Advantaged Bonds*” and, collectively with the Tax Exempt Obligations, the “*Obligations*”);

WHEREAS, incidental to its issuance of the Obligations, the Village has covenanted or will covenant, generally to take all action necessary to comply with applicable federal tax rules and regulations relating to such Obligations, including covenants (i) necessary to preserve the excludability of interest on the Tax Exempt Obligations from gross income for federal income taxation purposes, (ii) pertaining to the entitlement of the Village to receive direct payments from the United States Treasury of applicable percentages of interest due and owing on the Tax-Advantaged Bonds, and (iii) necessary to preserve the entitlement of the holders of certain Tax-Advantaged Bonds to credits against income tax liability, respectively; and

WHEREAS, it is necessary and in the best interest of the Village to maintain sufficient records to demonstrate compliance with such covenants and to adopt policies with respect thereto:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the President and Board of Trustees of the Village of Winnetka, Cook County, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Incorporation of Preambles.* The President and Board of Trustees of the Village (the “*Corporate Authorities*”) hereby find that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Compliance Officer Is Responsible for Records.* The Finance Director of the Village of Winnetka (the “*Compliance Officer*”) is hereby designated as the keeper of the records of the Village with respect to the Obligations, and such officer shall report to the Corporate Authorities at least annually that he or she has all of the required records in his or her possession, or is taking appropriate action to obtain or recover such records.

*Section 3. Closing Transcripts.* For each issue of the Obligations, the Compliance Officer shall receive and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Obligations, including without limitation (a) the proceedings of the Village and the Corporate Authorities authorizing the Obligations, (b) any offering document with respect to the offer and sale of the Obligations, (c) any legal opinions with respect to the Obligations delivered by any lawyers, and (d) all written representations of any person delivered in connection with the issuance and initial sale of the Obligations.

*Section 4. Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the Village with respect to each issue of the Obligations and shall not less often than annually prepare a report for the Corporate Authorities stating whether or not the Village has any rebate liability to the United States Treasury and estimating the extent of such liability,

and setting forth any applicable exemptions that each issue of the Obligations may have from rebate liability. In order to discharge this duty, the Compliance Officer is expressly authorized, without further official action of the Corporate Authorities, to hire outside, independent professional counsel to assist in such review. Such report shall be updated annually and shall be maintained in the official files and records of the Corporate Authorities.

*Section 5. Recommended Records.* The Compliance Officer shall review each issue of the Obligations and shall determine what requirements the Village must meet in order to maintain (a) the tax-exemption of interest paid on the Tax Exempt Obligations, (b) its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on any Tax-Advantaged Bonds, and (c) applicable tax credits or other tax benefits arising from any Tax-Advantaged Bonds. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that (aa) the interest paid on the Tax Exempt Obligations is entitled to be excluded from gross income for federal income tax purposes, (bb) the Village is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on any Tax-Advantaged Bonds, and (cc) the entitlement of holders of any Tax-Advantaged Bonds to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the Village, such retained records shall be kept for as long as the Obligations relating to such records (and any obligations issued to refund the Obligations) are outstanding, plus three years, and shall at least include:

- (i) complete copies of the bond transcripts delivered when any issue of the Obligations is initially issued and sold;
- (ii) copies of account statements showing the disbursements of all bond proceeds for their intended purposes;
- (iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Obligations has been held;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments, including guaranteed investment contracts, used for the proceeds of any Obligations, including any swaps, swaptions, or other financial derivatives entered into with respect to any Obligations, in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the U.S. Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) copies of all Federal Information Reporting Forms (including, but not limited to, Forms 8038, 8038-G, 8038-B, 8038-TC, 8038-T, 8038-R, 8281 and 1097-BTC) and Forms 14127 and 8038-CP prepared and filed by or on behalf of the Village and relating to the Obligations;

(vii) any calculations or estimates of liability for *arbitrage rebate* that is or may become due with respect to any issue of Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T;

(viii) copies of all contracts of the Village, including any leases, with respect to the use of any property owned by the Village and acquired or financed with the proceeds of the Obligations, any part of which property is used by a private person at any time when such Obligations are or have been outstanding; and

(ix) copies of all records relating to any required compliance with federal prevailing wage standards for projects financed with the proceeds of Tax-Advantaged Bonds.

*Section 6. Allocations of Obligation Proceeds to Expenditures.* The Compliance Officer shall compile an allocation of all spent proceeds of the Obligations and earnings thereon to particular expenditures. The Compliance Officer acknowledges that such allocations need not follow a direct tracing of the Obligations proceeds and may be changed up to 18 months after the earlier of the date of expenditure to which such proceeds were or will be allocated or, if later, placed in service. No such reallocation may be made after the date that is 60 days after the fifth anniversary of the date the relevant Obligations were issued, or 60 days after the retirement in full of such issue of the Obligations, if earlier. Such allocations may include allocations to expenditures made prior to the issuance of the Obligations. At such time as the Compliance

Officer determines that there will be no additional expenditures of proceeds of the Obligations and that the Compliance Officer will not or cannot reallocate such proceeds to expenditures because the time limits set forth above have expired, the Compliance Officer shall declare such allocation to be a final allocation of Obligation proceeds to expenditures. The Compliance Officer shall maintain all such allocations of proceeds to expenditures, including any final allocation with the records it must maintain.

*Section 7. List of Financed Facilities.* The Compliance Officer shall on the basis of the then operative allocation of Obligation proceeds to expenditures compile a list of Obligation financed facilities. Such list shall include: (a) a complete description of such facilities including the location of such facilities, the expected useful life of such facilities, the expected or actual placed in service date of such facilities, the cost of such facilities, the amount of Obligation proceeds spent for such facilities (which shall be the same as the cost of the facilities if acquired exclusively with Obligation proceeds, but which may be less than the cost of such facilities if such facilities are only partially acquired with Obligation proceeds). If any of the financed facilities are improvements to existing buildings that do not enlarge such buildings and are not improvements of space occupied exclusively for a private business use, the Compliance Officer shall put such building on the list and mark such building as partially funded with proceeds of the Obligations. If any such facilities become worn out, destroyed, obsolete or otherwise no longer useable by the Village, the list shall so indicate. If any such facility is disposed of, the list shall include the date it was disposed of, the manner of disposal, the sale price if sold and the person to whom the facility was disposed. Any such disposal shall be recorded within 30 days of the date the Compliance Officer learns of any such disposal. The Compliance Officer acknowledges that tax covenants with respect to the Obligations may require that any such disposal be followed by a remedial action.

*Section 8. Contracts Related to Obligation Financed Facilities.* The Compliance Officer shall obtain and keep copies of all contracts that may provide for the use of Obligation financed facilities (including buildings that are partially financed with Obligation proceeds). Such contracts shall include leases, licenses, management contracts or service contracts if the management or other services to be provided will be performed in or with the Obligation financed facilities. The Compliance Officer shall compile a list of such contracts. The list shall include the particular Obligation financed facilities that may be subject to such contracts. The Compliance Officer shall cause such contracts to be reviewed either by staff of the Village or by an outside consultant to determine if such contracts violate any tax covenants made with respect to the Obligations. The list of contracts shall include the determinations of whether such contracts cause any private use of such facilities. If the Compliance Officer cannot reasonably determine whether such contract causes private use, it shall so note on the list of such contracts. If any such contract is determined to cause private use of a facility, the Compliance Officer shall determine or cause to be determined for each calendar year, the percentage of such facility so privately used. Such determination may be made in consultation with counsel or other consultants. The Compliance Officer shall record the method used to determine such quantity of private use along with the final annual amount of private use.

*Section 9. Capital Expenditure Reviews.* The Compliance Officer will undertake periodic reviews of expenditures as may be required by the documentation for particular Obligations (generally, build America bonds) and will prepare appropriate reports as required by such documentation. Such reporting and reviews will be undertaken to assure that proceeds of such Obligations are allocated only to capital expenditures.

*Section 10. Remedial Actions.* The Compliance Officer acknowledges that if private use (including use in an unrelated trade or business) exceeds the limits related to each issue of

the Obligations, a remedial action may be required in accordance with the United States Treasury Regulations. The Compliance Officer shall (with the aid of staff and outside consultants and counsel) determine if such remedial actions are either warranted or possible. The Compliance Officer shall prepare or cause to be prepared a memorandum describing any such remedial action or proposed remedial action. The memorandum shall describe whether such remedial action will serve to cure any particular private use concerns. If any actions are required by the Village for such remedial action, the memorandum shall include a full description of such required actions. A copy of any such memorandum shall be given to the Corporate Authorities. Following any such remedial action, the Compliance Officer shall prepare a report describing the effect of such remedial action. The list of Obligation financed facilities may need to be revised as a result of such remedial action and the Compliance Officer will so revise such list.

*Section 11. Voluntary Closing Agreement Program.* The Compliance Officer acknowledges that if private use exceeds relevant limits and a remedial action is not undertaken or is not possible or if another violation of the tax covenants of the Village occurs, then the Village may be required to enter into a Voluntary Closing Agreement with the Internal Revenue Service (“IRS”). The Compliance Officer shall (with the aid of staff and outside consultants and counsel) determine if a Voluntary Closing Agreement is either warranted or possible. The Compliance Officer shall prepare or cause to be prepared a memorandum describing any proposed application for a Voluntary Closing Agreement or proposed Voluntary Closing Agreement. The memorandum shall describe whether such remedial action will serve to cure any particular tax violation and the nature of such violation. If any actions are required by the Village for such Voluntary Closing Agreement application, the memorandum shall include a full description of such required actions. A copy of any such memorandum shall be given to the Corporate Authorities. The Village may retain counsel to attempt to obtain a Voluntary Closing

Agreement. Following the execution of any such Voluntary Closing Agreement, the Compliance Officer shall prepare a report describing the effect of such Voluntary Closing Agreement. The list of Obligation financed facilities may need to be revised as a result of such Voluntary Closing Agreement and will be so revised by the Compliance Officer.

*Section 12. IRS Examination.* In the event the IRS commences an examination of any Obligations, the Compliance Officer, in cooperation with the Village's general counsel, is expressly authorized, without further official action of the Corporate Authorities, to respond to inquiries of the IRS and to hire outside, independent professional counsel to assist in the response to the examination. The Compliance Officer or the Village's general counsel shall advise the Corporate Authorities of any such examination when, as and in such manner as the Compliance Officer may deem appropriate, it being hereby expressly agreed and understood that the Compliance Officer and the Village's general counsel shall maintain such confidentiality for so long and as they shall deem necessary in order best to protect the interests of the Village.

*Section 13. IRS Compliance Checks.* In the event the IRS commences a Compliance Check or other action short of an examination of the Village or of any Obligations, the Compliance Officer, in cooperation with the Village's general counsel, is expressly authorized, without further official action of the Corporate Authorities, to respond to inquiries of the IRS and to hire outside, independent professional counsel to assist in the response to the Compliance Check. The Compliance Officer and the Village's general counsel shall advise the Corporate Authorities of any such Compliance Check when, as and in such manner as they may deem appropriate, it being hereby expressly agreed and understood that the Compliance Officer and general counsel shall maintain such confidentiality for so long and as the Compliance Officer and general counsel shall deem necessary in order best to protect the interests of the Village.

*Section 14. Annual Review.* Not later than July 1<sup>st</sup> of each year, the Compliance Officer shall conduct an annual review of contracts and other records described in Section 5 of this Resolution to determine for each series of Obligations then outstanding whether each such issue of Obligations complies with the tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Corporate Authorities, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or any similar program instituted by the IRS.

*Section 15. Training.* The Compliance Officer shall undertake to maintain a reasonable level of knowledge concerning the rules related to the Obligations so that such officer may fulfill the duties described herein. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax-Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that staff of the Village is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Resolution and the Tax Exemption Certificate and Agreement or other applicable tax documents for each of the

Obligations then currently outstanding (the “*Tax Agreements*”) to other staff members who may be responsible for taking actions described in such documents and to any person who is expected to be a successor Compliance Officer. The Compliance Officer will review this Resolution and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

*Section 16. Amendment and Waiver.* The Village may amend this Resolution and any provision of this Resolution may be waived, without the consent of the holders of any of the Obligations and as authorized by passage of a resolution by the Corporate Authorities.

*Section 17. Severability.* If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

[Remainder of this page intentionally left blank.]

*Section 18. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

**ADOPTED** this 5<sup>th</sup> day of November, 2013, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed:

\_\_\_\_\_  
President, Village of Winnetka,  
Cook County, Illinois

ATTEST:

\_\_\_\_\_  
Village Clerk, Village of Winnetka,  
Cook County, Illinois

[SEAL]



## Agenda Item Executive Summary

**Title:** 93 Green Bay Road Contaminated Soil Removal and Site Investigation

**Presenter:** Steven M. Saunders, Director of Public Works/Village Engineer

**Agenda Date:** 11/05/2013

**Consent:**  YES  NO

|                                     |                         |
|-------------------------------------|-------------------------|
| <input type="checkbox"/>            | Ordinance               |
| <input type="checkbox"/>            | Resolution              |
| <input checked="" type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/>            | Policy Direction        |
| <input type="checkbox"/>            | Informational Only      |

### Item History:

August 6, 2013 Council Meeting

### Executive Summary:

In the spring of 2013, the Village's traffic signal contractor encountered a buried underground fuel tank on the 93 Green Bay Road property, while performing traffic signal installation at the intersection of Winnetka Avenue and Green Bay Road. The underground tank was related to the prior use of the property as a gasoline filling station. After encountering the fuel tank, staff solicited pricing from several tank removal contractors, and awarded a purchase order to Mankoff Industries in the amount of \$5,813 to remove the tank. Upon commencing removal of the tank, Mankoff Industries encountered two additional buried tanks, immediately adjacent to the first tank, which needed to be removed as well. The soil around the tank showed signs of a petroleum release, and Mankoff Industries was contracted to remove and dispose of the soil around the tank locations a distance of four feet in each direction, and to perform necessary soil sampling and testing to complete the required 45-day follow-up report.

The Illinois EPA has approved the 45-day report, which indicated that the soil samples taken at the excavation boundary showed residual effects of a petroleum release and will require further remediation. The EPA's approval of the 45-day Report (Attachment #2) indicates that the Village "must proceed with the Stage 1 Site Investigation in accordance with 35 Ill. Adm. Code 734.315."

The State 1 Site Investigation consists of 10 additional soil borings adjacent to the excavation limits, and the installation of 5 monitoring wells, at locations adjacent to the excavation limits, to determine the extent of petroleum contamination on the site, and to develop an appropriate remediation plan. Mankoff Industries has proposed an amount not to exceed \$47,685.39 to complete the required Stage 1 Site Investigation. It should be noted that expenditures pursuant to this work are eligible for reimbursement from the State Underground Storage Tank Fund, although reimbursement may not be 100%.

### Recommendation / Suggested Action:

Consider awarding contract to Mankoff Industries to complete the required Stage 1 Site Investigation for an amount not to exceed \$47,685.39.

### Attachments:

1. Agenda Report
2. Agenda Materials – August 6, 2013 Council Meeting
3. Illinois EPA approval of 45-day Report
4. Mankoff Industries Proposal

## Agenda Report

**Subject:** 93 Green Bay Road Contaminated Soil Removal and Site Investigation

**Prepared By:** Steven M. Saunders, Director of Public Works/Village Engineer

**Date:** October 31, 2013

**Ref:** August 6, 2013 Council Meeting

In the spring of 2013, the Village's traffic signal contractor encountered a buried underground fuel tank on the 93 Green Bay Road property, while performing traffic signal installation at the intersection of Winnetka Avenue and Green Bay Road. The underground tank was related to the prior use of the property as a gasoline filling station. After encountering the fuel tank, staff solicited pricing from several tank removal contractors, and awarded a purchase order to Mankoff Industries in the amount of \$5,813 to remove the tank. Mankoff Industries had successfully performed tank remediation work in the past, and provided the lowest price for tank removal (see Agenda materials for August 6, 2013 meeting – **Attachment #1**).

Upon commencing removal of the tank, Mankoff Industries encountered two additional buried tanks, immediately adjacent to the first tank, which needed to be removed as well. The soil around the tank showed signs of a petroleum release, and Mankoff Industries was contracted to remove and dispose of the soil around the tank locations a distance of four feet in each direction, and to perform necessary soil sampling and testing to complete the required 45-day follow-up report.

The Illinois EPA has approved the 45-day report, which indicated that the soil samples taken at the excavation boundary showed residual effects of a petroleum release and will require further remediation. The EPA's approval of the 45-day Report (**Attachment #2**) indicates that the Village "must proceed with the Stage 1 Site Investigation in accordance with 35 Ill. Adm. Code 734.315."

The State 1 Site Investigation consists of 10 additional soil borings adjacent to the excavation limits, and the installation of 5 monitoring wells, at locations adjacent to the excavation limits, to determine the extent of petroleum contamination on the site, and to develop an appropriate remediation plan. Mankoff Industries has proposed an amount not to exceed \$47,685.39 to complete the required Stage 1 Site Investigation.

It should be noted that expenditures pursuant to this work are eligible for reimbursement from the State Underground Storage Tank Fund, although reimbursement may not be 100%.

**Recommendation:**

Consider awarding contract to Mankoff Industries to complete the required Stage 1 Site Investigation for an amount not to exceed \$47,685.39.

**Attachments:**

1. Agenda Materials – August 6, 2013 Council Meeting
2. Illinois EPA approval of 45-day Report
3. Mankoff Industries Proposal

**Attachment #1**  
**August 6, 2013 Council Agenda Materials**



## Agenda Item Executive Summary

**Title:**

**Presenter:**

**Agenda Date:**

Ordinance  
Resolution  
Bid Authorization/Award  
Policy Direction  
Informational Only

**Consent:**

YES

NO

**Item History:**

**Executive Summary:**

**Recommendation / Suggested Action:**

**Attachments:**

## Agenda Report

**Subject:** **Abandoned Tank Removal and Cleanup – 93 Green Bay Road (Winnetka & Green Bay)**

Prepared By: Steven M. Saunders, Director of Public Works/Village Engineer

Date: July 30, 2013

During the process of constructing the intersection improvements at Winnetka Avenue and Green Bay Road, the contractor encountered a previously unknown buried underground fuel storage tank on the Village-owned property at 93 Green Bay Road. This property, adjacent to the intersection and acquired by the Village in October 2001, was previously the site of a gasoline filling station, and when the Village purchased the property it was believed that all of the tanks had been removed.

Pursuant to identifying the buried tank, staff consulted with several tank removal contractors, and awarded a purchase order for an amount not to exceed \$5,813 to Mankoff Industries, based on proposed pricing. The purchase order was for removal of one tank, and was based on the assumption that the site was relatively clean and a minimal amount of soil removal would be required.

Mankoff Industries commenced tank removal on June 3, 2013 and while removing the tank, two additional tanks were encountered, adjacent to the initial tank. All three tanks contained liquid product, and the soil surrounding the tanks exhibited signs of liquid fuel contamination. Fortunately, the inspector from the State Fire Marshal's Office allowed the Village to amend the tank removal permit to remove all three tanks at one time.

Given the apparent level of contamination in the soil, and the fact that the tanks and contaminated soil were located in areas where intersection construction was occurring, the only viable option left to the Village was immediate removal of the contaminated soil in the vicinity of the tanks. This prevented significant delay of the intersection construction project, which is planned to be substantially complete before New Trier High School's start. As a result, staff directed Mankoff Industries to complete soil laboratory analyses required for acceptance at a disposal facility, and then complete necessary excavation, soil removal and disposal, and backfilling of the area where the tanks were located, so that the project could proceed. Soil removal was completed the week of June 10, and a total of 451 tons of contaminated soil was removed from the site, along with 1,115 gallons of groundwater from the excavation. The total cost of removal and disposal of this material, along with soil sampling and associated laboratory testing, is \$43,535.98.

The Village has been invoiced for this amount, however soil sampling at the edges of the excavation indicate that it is possible that additional soil removal or groundwater

sampling may be required in order to obtain a “No Further Remediation” letter from the Illinois EPA. However, since the area under construction has already been remediated, and there are now no time constraints associated with the project, further expenditures for this project can be fully ascertained before being incurred.

The Village has registered this project with the State of Illinois Leaking Underground Storage Tank unit, meaning that the Village’s expenses related to the cleanup are eligible for reimbursement. Typically, reimbursements do not cover 100% of expenses, but the Village can reasonably expect some level of expense reimbursement.

The Village Attorney has reviewed the purchase contract for the property and it does not appear that the Village has contractual remedies to seek reimbursement of the tank removal and associated cleanup costs from the seller.

**Recommendation:**

Ratify staff’s authorization to Mankoff Industries for environmental soil removal and remediation expenses incurred to date in the amount of \$43,535.98.

**Attachment #2**  
**Illinois EPA approval of 45-day Report**



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217)782-2829  
PAT QUINN, GOVERNOR LISA BONNETT, DIRECTOR

217/524-3300

**CERTIFIED MAIL**

**AUG 28 2013**

**7011 1150 0001 0862 6887**

Village of Winnetka  
Attention: Steven M. Saunders  
510 Green Bay Road  
Winnetka, Illinois 60093

Re: LPC #0313335019/Cook County  
Chicago/Winnetka, Village of  
93 Green Bay Road  
Leaking UST Incident No. 20130630  
Leaking UST Technical File

Dear Mr. Saunders:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the 45-Day Report (report), which included a Stage 1 Site Investigation Plan and Budget certification, for the above-referenced incident. The report, dated July 31, 2013, was received by the Illinois EPA on August 1, 2013. Citations in this letter are from the Environmental Protection Act (Act), as amended by Public Act 92-0554 on June 24, 2002, and Public Act 96-0908 on June 8, 2010, and 35 Illinois Administrative Code (35 Ill. Adm. Code).

The 45-Day Report is approved pursuant to 35 Ill. Adm. Code 734.505(b) and 734.510(a); therefore, the 45-day reporting requirements of Section 57.6 of the Act and 35 Ill. Adm. Code 734.210(d) have been satisfied.

Pursuant to your certification, the Stage 1 Site Investigation Plan is approved and must be conducted in accordance with 35 Ill. Adm. Code 734.315. The budget, if applicable, is approved, and costs must not exceed the amounts set forth in 35 Ill. Adm. Code 734.Subpart H, Appendix D, and Appendix E. Please be advised that, if you do not meet the eligibility requirements as determined by the Office of the State Fire Marshal, you may not be entitled to payment from the Underground Storage Tank Fund for costs incurred. You must proceed with the Stage 1 site investigation in accordance with 35 Ill. Adm. Code 734.315.

The Illinois EPA requires that the owner or operator submit a site investigation plan and budget for the subsequent stage of investigation (including the results of the Stage 1 site investigation and a summary of actual costs) or a site investigation completion report (if the extent of contamination is defined) within 90 days of the date of this letter pursuant to Sections 57.7(a) and 57.12(c) and (d) of the Act and 35 Ill. Adm. Code 734.305. Please note that the Illinois EPA does not require the submission of a budget if the owner or operator does not intend to seek payment from the Underground Storage Tank Fund.

This action does not constitute any decision or determination regarding the timeliness of the submittal of the report. This decision does not waive or otherwise preclude any enforcement action the Illinois EPA may initiate in response to any apparent violation of timely submittal requirements.

**Please be advised that Senate Bill 20/Public Act 98-109, which became effective July 25, 2013, requires that certain corrective action activities include a Project Labor Agreement (PLA) if payment of costs is requested from the UST Fund. Visit the Leaking UST Program Web page at [www.epa.state.il.us/land/lust](http://www.epa.state.il.us/land/lust) for information about Senate Bill 20, the fact sheet, and the PLA Certification. For corrective action activities that require a PLA, a complete application for payment from the UST Fund must contain a PLA Certification in order for payment from the UST Fund to be approved. It is recommended that you work with the local union hall(s) to determine which corrective action activities require a PLA.**

If you have any questions or need further assistance, please contact Robert Harlow at (217) 524-7650.

Sincerely,



Thomas A. Henninger  
Unit Manager  
Leaking Underground Storage Tank Section  
Division of Remediation Management  
Bureau of Land

TAH:RRH\

c: ETS Environmental & Associates  
BOL File

**Attachment #3**  
**Mankoff Industries Proposal**

OVER 20  
YEARS EXPERIENCE



STATE  
LICENSED  
CONTRACTORS

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## Proposal/Contract

Village Of Winnetka  
Attn: Steve Saunders  
1390 Willow Road  
Winnetka IL, 60093

Dear Mr Saunders

**Mankoff Industries, Inc.** is a "Full Service" storage tank and environmental specialist. We are pleased to provide the following proposal to provide Leaking Underground Storage Tank (LUST) program services. The purpose of this assessment is to begin site investigation activities required by the IEPA.

Re: Lust Incident -20130630  
93 Green Bay Road  
Winnetka Il, 60093

### Scope Of Work

#### Site Investigation

Mankoff Industries Inc. will complete site investigation activities to begin to determine the extent of impact which was discovered during the recently completed early action activities. Ten(10) soil borings will be advanced on the property in order to begin delineate the soil and/or ground water impact in the area of the former USTs. The soil borings will need to be advanced to a maximum depth of 30 feet below the ground surface (bgs) or until ground water is encounter (whichever is less). Five (5) of the soil borings need to be converted into 2" ground water monitoring wells.

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**SALES • SERVICE • INSTALLATION**

Soil samples will be collected at five (5) feet verticals from 9 of the borings and will be screened in the field using a photo-ionization detector (PID). The soil samples collected will also be submitted to a laboratory for analysis. Soil samples will be analysis for (BTEX/MTBE) using EPA Method 5035/8260. The remaining soil borings will be advanced in a clean area of the site and a sample collected for the physical soil parameters (Bulk Density, Soil Particle Density, Organic Carbon Content (FOC), and Moisture Content

### **Reporting**

Mankoff Industries Inc. Will prepare and submit the required Stage 1 results, Stage 2 and /or 3 plan, or if the extent of impact has been determined, a Site Investigation Completion Report will be completed.

### **Early Action Claims**

Mankoff Industries Inc. will complete the OFSM eligibility and deductible forms needed to obtain the determination from the OFSM if the release is reimbursable and if so, what the deductible is. This is needed prior to any reimbursement claims. Also Mankoff will prepare a reimbursement claim for the early action activities completed to date.

**Cost Estimate**

The table below outlines the approximate costs for the Scope of Work outline above

| <u>Description</u>                                                       | <u>Units</u> | <u>Costs/Unit</u> | <u>Total</u> |
|--------------------------------------------------------------------------|--------------|-------------------|--------------|
| <b>Soil/Water Test</b>                                                   |              |                   |              |
| BTEX/MTBE                                                                | 54 samples   | \$ 195.00         | \$ 10,530.00 |
| Water samples                                                            | 5 samples    | \$ 195.00         | \$ 975.00    |
| Site Investigation Plan or SICR<br>(Sr. Project Manager)                 | 40 hours     | \$115hr           | \$4600.00    |
| Sample Collection (Portal to Portal )<br>(Geologist II )Well/Development | 46/hr        | \$ 115.00         | \$ 5290.00   |
| Sr Project Supervisor                                                    | 46/hr        | \$ 115.00         | \$5290.00    |
| Labor                                                                    | 30/hr        | \$ 95.00          | \$ 2850.00   |
| Mobilization ( truck)                                                    | 3 days       | \$ 150.00         | \$ 450.00    |
| PID Rental                                                               | 3 days       | \$ 140.00         | \$ 420.00    |
| OFSM Eligibility                                                         | 3 hours      | \$ 115.00         | \$ 345.00    |
| Early Action Claim                                                       | 16 hours     | \$ 85.00          | \$1360.00    |
| <b>Total \$ 32,110.00</b>                                                |              |                   |              |

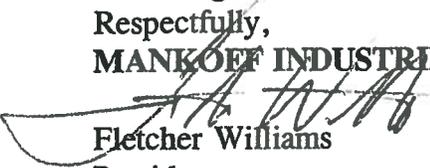
The above units are estimated and are based on experience with similar projects and it should be understood that our invoices(s) will reflect actual units in accordance with the above fee schedule.

**Soiling Borings and Monitoring Wells**

|                                    |                    |                      |                          |
|------------------------------------|--------------------|----------------------|--------------------------|
| Mobilization                       | lump               | \$600.00             | \$600.00                 |
| Geoprobe                           | 3day               | \$2300.00            | \$6900.00                |
| Decon Equipment                    | 3day               | \$100.00             | \$300.00                 |
| Liners                             | each(40)           | \$20.00              | \$800.00                 |
| 2"PVC Screens                      | per/ft(50)         | \$32.00              | \$1600.00                |
| 2"PVC Risers                       | per/ft(50)         | \$24.00              | \$1200.00                |
| 2" flushthreaded bottom            | each(5)            | \$24.00              | \$120.00                 |
| 2" J-plug top cap                  | each(5)            | \$48.00              | \$240.00                 |
| Flushmount protective steel cover  | each(5)            | \$245.00             | \$1225.00                |
| <del>Private locator service</del> | <del>lump(1)</del> | <del>-\$650.00</del> | <del>-\$650.00</del> SMS |
| Bentonite chips                    | bag(2)             | \$28.00              | \$56.00                  |
| Asphalt/concrete patch             | per/location(5)    | \$13.00              | \$65.00                  |
| 55 gallon drum                     | each(7)            | \$55.00              | \$385.00                 |
| Drum Disposal                      | 7                  | \$ 297.77            | \$2084.39                |
|                                    |                    |                      | <b>Total \$16,225.39</b> |
|                                    |                    |                      | <b>\$15,575.39 SMS</b>   |

**Mankoff Industries, Inc.** will schedule the Soil Boring investigation upon approval from the Village Of Winnetka.

Respectfully,  
**MANKOFF INDUSTRIES, INC.**

  
 Fletcher Williams  
 President

The Terms and Conditions between Mankoff Industries, Inc. (hereafter "Contractor") and Village Of Winnetka, Inc. (hereafter "Purchaser") are attached hereto and made a part hereof. Please indicate your acceptance of all contract documents with your signature on the final page.

## TERMS & CONDITIONS

MANKOFF INDUSTRIES, INC., (hereinafter referred to as "Contractor") and purchaser (hereinafter referred to as "Purchaser") agree to the following terms and conditions set forth herein. This Agreement includes the Proposal/Contract attached hereto, and any Schedules or Exhibits attached thereto or hereto, and the terms and provisions of said documents are specifically incorporated herein by reference and together with this Agreement, are hereinafter collectively referred to as the "Agreement". This Agreement and such attached documents are intended to be construed consistently and as a whole, and any requirement set forth in any portion of this Agreement shall be deemed to be a requirement of the entire Agreement. Notwithstanding any other portion of this Agreement, however, these Terms and Conditions shall control and supersede in the interpretation of the terms of this Agreement.

### 1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

- a. "Services" means the work to be performed by Contractor pursuant to this Agreement.
- b. "Goods" means any material or equipment furnished to Purchaser by Contractor pursuant to this Agreement.
- c. "Work" means any Services performed or Goods furnished by Contractor for Purchaser pursuant to this Agreement.
- d. "Site" means the location for which the Services are to be performed as designated in the Proposal/Contract portion of this Agreement.
- e. "Proposal/Contract" means a document, in the form attached hereto, that identifies the Site, describes the scope of the Work, and includes, as appropriate, cost estimates, plans, drawings, and the Contractor's Fee Schedule.
- f. "Change Order" means a document prepared by Contractor altering or adding to the Work hereunder which is accepted by Purchaser in writing.

### 2. SERVICES TO BE PERFORMED

Contractor, as an independent contractor, shall furnish all necessary supervision, labor, materials, and equipment and shall perform the Services and furnish any Goods necessary as required by this Agreement or any Change Order. A Change Order prepared by Contractor, when accepted by Purchaser, in writing, shall be binding upon the parties hereto, and shall become a part of this Agreement. Contractor shall not be required to perform any services, furnish any Goods, or assume any responsibilities not specifically set forth in a Change Order or this Agreement.

If at any time during or after completion of the Work, Contractor is requested or required to participate in a deposition or other legal proceeding on behalf of and in the interest of Purchaser relating to any Work or this Agreement, Purchaser shall reimburse Contractor for all of Contractor's actual costs, including attorneys' fees and disbursements, incurred by Contractor in the preparation for and/or participation in such deposition or legal proceeding.

### 3. TERM OF AGREEMENT

This agreement shall become effective upon execution by both Contractor and Purchaser and shall continue in full force and effect until the Services have been fully performed, any necessary Goods have been delivered, and all monies due and owing for the Work shall have been paid.

### 4. PAYMENT TERMS

- a. Upon Substantial Completion of the Work. All sums to be paid to Contractor pursuant to the terms of the Agreement, unless otherwise specified, shall be due upon the substantial completion of any Services, or the delivery of any Goods. From time to time, upon substantial completion of any portion of the Services or delivery of Goods, Contractor will deliver to Purchaser an invoice describing the portion of the Services substantially completed and/or the Goods delivered, and the payment due and owing for such Work (a "Partial Payment Invoice"). In that case, payment for such Work shall be due to Contractor from Purchaser upon the delivery of such Partial Payment Invoice.

Any accounts not fully paid within thirty (30) days after the date any invoice or Partial Payment Invoice is delivered by Contractor to Purchaser shall be charged an additional sum of one and one-half (1-1/2) percent per month on the balance remaining unpaid from the date of any such invoice until paid in full.

Notwithstanding any other provision of this Agreement, if at any time Contractor has not been paid, any amounts due and owing to it by Purchaser, Contractor may suspend the further performance of Services or delivery of Goods under this Agreement, with no penalty whatsoever, until Contractor has been paid in full for all such amounts due and owing, including any interest charges thereon. All quotes are valid for thirty (30) days. After thirty (30) days, Contractor reserves the right to adjust all prices according to current costs and conditions.

- b. **Upon Other Termination.** Upon the termination of this Agreement by either party for any reason prior to the completion of the Work, the Purchaser shall immediately pay to Contractor the sum of:
- i. all fees and costs incurred by Contractor in the preparation of drawings and specifications in connection with the Work;
  - ii. all fees and costs incurred by Contractor in procuring, or attempting to procure, any permits, bonds, tests, or test results requested by Purchaser at any time prior to such termination;
  - iii. all fees and costs for any Services performed or Goods delivered before the effective date of the termination;
  - iv. all fees and costs incurred by Contractor in retaining or contracting with any subcontractor necessary, in Contractor's sole and exclusive judgment to complete the Work;
  - v. the costs of any additional third party consulting services incurred by Contractor prior to the date of termination; and
  - vi. any and all other fees or costs incurred by Contractor in connection with the Work or in preparation for the Work prior to the date of termination.

## 5. **CHANGES IN WORK**

Changes in the scope of the Services or the Goods delivered pursuant to this Agreement, including increases and decreases therein, must be set forth in writing and signed by Contractor.

## 6. **PROJECT DELAYS**

If Contractor is delayed at any time in the performance of Services or delivery of Goods hereunder by an act, failure to act, or neglect of Purchaser or Purchaser's employees, or any other party; by changes in the scope of the Work; by unforeseen circumstances such as acts of force majeure, including without limitation, fires, flood, riots, or strikes; by foreign or domestic governmental acts or regulations; by delay directed or authorized by Purchaser; by inclement weather; or by any cause beyond the reasonable control of Contractor, then the time for completion of the Work shall be extended. If any of the above result in additional costs to Contractor, Contractor's fee shall be adjusted upward to reflect such additional costs and payment for such additional costs shall be paid to Contractor by Purchaser upon delivery of an invoice to Purchaser for the same.

## 7. **WARRANTY**

The warranty provided with Goods supplied by Contractor is 6 months parts, 60 days labor. Ordinary use, wear and tear, or damage from abuse or accident are excluded from this warranty. This warranty applies to new equipment installed by Contractor only, unless otherwise stated in writing. Contractor's warranty with regard to defective material or workmanship shall continue for a period of one year from the date of the Work. Contractor shall not be held liable for any equipment or material failure after one year.

**CONTRACTOR MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SPECIFICALLY, CONTRACTOR MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. **TAXES/PERMITS/BONDS**

Purchaser shall pay all applicable federal, state and municipal taxes, including, but not limited to, any state fees for late registration of existing unregistered tanks. Contractor cannot begin or perform any work until all required permits have been secured and Contractor shall not be held liable for any delay, or cost(s) or expenses incurred by Purchaser as a result of any delay in securing such permits. Purchaser must provide a plat of survey and/or site drawing for the purpose of securing permits, if requested by Contractor. The costs of any performance bonds to be split between Contractor and Owner. The costs of any survey or any special insurance that may be required shall be paid by Purchaser and are not included in this Agreement.

9. **EXCAVATING**

- a. **General.** Excavating and soil boring prices are figured based on normal soil and sub-soil conditions. The Contractor is responsible for contacting J.U.L.I.E. prior to any excavating. In the event any unforeseen underground structures, including, but not limited to, gas lines, poles, cables, conduit, catch basins, tanks, rock, water, frost, running sand, sewers, drain tiles, contaminated materials, etc. are encountered, or damaged, and, as a result, there is a delay in the job progress, or additional costs or expenses are incurred by Contractor, such costs and expenses shall be borne by Purchaser and shall be paid to Contractor by Purchaser upon delivery of an invoice to Purchaser for the same. **Contractor shall not be held liable for any damage to any underground structure, the existence of which Purchaser has not informed Contractor in writing (an "Unforeseen Structure").** Restoration of any such damage will be Purchaser's sole responsibility and at Purchaser's sole cost and expense. Purchaser agrees that Contractor shall not be held liable or responsible for any consequential damages or losses caused as the result of the existence of any Unforeseen Structure and such damages will be the sole responsibility of the Purchaser. Contractor shall not be responsible for any shoring or protection of tank holes, adjacent land and/or structures unless specified in writing and signed by Contractor.
- b. **Restoration.** No restoration to curbs, streets, driveways, parking lots, sidewalks, sod or landscaping, etc. is included in this Agreement unless specified in writing and signed by Contractor. The cost of any such restoration shall be paid by Purchaser.

10. **TANK REMOVALS**

- a. **Assumptions.** Tank removal price estimates are based upon the following assumptions: (i) concrete slab over tank not to exceed 6" thick; (ii) no rebar in concrete; (iii) no concrete vaults, removal of underground hold-down slab, saddles or straps; (iv) tank is empty of water, product, sludge, sand or other materials or liquids; (v) no contaminated soil or material is present on the Site, nor is any remedial action required; (vi) no scrap value of tanks; (vii) all excavated material will be returned to tank hole; (viii) the size of any tank to be removed is correctly specified in the Proposal/Contract portion of this Agreement (if tank is larger, additional costs will be added); (ix) no tank cars, fiberglass-lined tanks, or double wall tanks; (x) no hazardous material in tank, soil, or excavated materials; and (xi) above and below ground concrete slab will be put back into excavation. **If any of the above assumptions prove to not be the case and, as a result, Contractor incurs any additional cost or expense, such cost and expense shall be paid to Contractor by Purchaser upon delivery of an invoice to Purchaser for the same.** E.P.A. regulations require that residue, sediment, and sludge from the tank and sludge generated from the tank cleaning process, as well as other hazardous materials, must be properly disposed of. Any charge for the handling and disposal of the same, if required, shall be paid by Purchaser.
- b. **Unexpected Site Conditions.** New tank installation prices pertaining to excavation, hauling, concrete and backfill material are based on a typical tank hole size being 2 feet greater than the actual dimension of the tank on all sides and a 3 foot burial depth. If a larger tank hole results due to cave-ins, running sand, debris or other conditions, the additional excavating, hauling, concrete and costs of backfill material will be billed as an extra and paid by Purchaser.

11. **CONTAMINATED MATERIAL**

- a. **General.** All prices for excavation and/or removal of tanks and for hauling, and disposal of soil, with the exception of the contaminated materials prices set forth in the Proposal/Contract portion of this Agreement, are based upon clean, non-contaminated soil that does not require any special hauling or handling by licensed waste haulers or licensed water disposal sites. If it is found that any material (including water) at the contract Site, adjoining properties or other related locations is contaminated, the total cost of clean-up, removal, hauling, disposal and pumping of such material, and any other remedial actions or procedures required as a result thereof shall be the sole responsibility of Purchaser. Any costs incurred as a result thereof shall be borne solely by Purchaser. In the event that contaminated material is discovered, Contractor

shall have the right, at its sole discretion, to stop all Work until written contract modification(s) and/or change orders satisfactory to Contractor, are executed by both Purchaser and Contractor.

- b. **Water.** All excavation and tank installation prices are based upon a "no water" sub-soil condition. Water found in tank holes, tank removal and contaminated soil remediation excavations, must, by law, be handled as special waste (even if non-hazardous) and will be billed additionally as per liquid pumpout price schedule contained in the Proposal/Contract portion of this Agreement.
- c. **Special Waste.** Purchaser agrees that in the event special waste contamination material is discovered, Purchaser shall retain Contractor to perform any necessary remedial action work, and to prepare any reports and/or documentation required by the E.P.A. or any other government entity, as per the environmental services schedule contained in the Proposal/Contract portion of this Agreement.
- d. **Reimbursement Eligibility.** PURCHASER AND ITS AGENTS FURTHER ACKNOWLEDGE AND AGREE THAT THE CONTRACTOR HAS MADE NO REPRESENTATIONS WITH REGARD TO PURCHASER'S ELIGIBILITY FOR REIMBURSEMENT FROM ANY STATE OR FEDERAL AGENCY OR REIMBURSEMENT FUND OR AS TO WHAT AMOUNT, IF ANY, PURCHASER MAY BE ENTITLED TO RECEIVE FROM SUCH AGENCY OR FUND. IT IS EXPRESSLY UNDERSTOOD THAT THE COST FOR WORK PERFORMED BY THE CONTRACTOR IS GOVERNED BY THE TERMS OF THIS AGREEMENT AND IS UNRELATED TO ANY REIMBURSEMENT FUND. AS SUCH, CONTRACTOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE AMOUNT OF ANY SUCH REFUND TO WHICH PURCHASER MAY BE ENTITLED OR PURCHASER'S FAILURE TO RECEIVE ANY REIMBURSEMENT. PURCHASER AGREES TO PAY CONTRACTOR IN FULL FOR ALL COSTS OF ANY WORK PERFORMED PURSUANT TO THIS AGREEMENT REGARDLESS OF ANY AMOUNTS RECEIVED OR NOT RECEIVED FROM ANY SUCH AGENCY OR FUND.
- e. **Quantity of Waste.** If Contractor excavates, removes, or transports any contaminated material from the Site, the Purchaser will be required to prepare or review and sign certain "Uniform Waste Manifests" (EPA Form 8700-22, or as revised) (the "Waste Manifests") indicating the quantity of cubic yards/tons removed from the Site. These Waste Manifests must also be reviewed and signed by the Transporter of any such contaminated material and the landfill to which such material is delivered. As it is difficult, if not impossible, to later accurately determine the quantity of cubic yards/tons of contaminated material removed from the Site, Contractor and the Purchaser mutually agree that the quantity of cubic yards/tons indicated collectively on the Waste Manifests is true and correct and shall be the actual and final amount of contaminated material removed from the Site for purposes of billing. Because of the potential inaccuracy of inground measurements, in no event shall the quantity of cubic yards/tons removed from the Site be determined by an inground measurement of the excavation. Purchaser agrees to pay Contractor for the quantity of cubic yards/tons indicated on the Waste Manifests for which Contractor is billed from the landfill at which the contaminated soil was disposed.
- f. **Escrow Account.** At the option of Contractor, contaminated soil remediation payment terms will be handled on an escrow account basis. Contractor will establish the escrow account. An estimated project cost will be funded by Purchaser to the account from which Contractor will draw payments. Contractor will proceed with remediation based on monies available in escrow.

## 12. **FUEL**

If the delivery and installation of one or more underground storage tanks is a part of the Goods and Services to be provided under this Agreement, Purchaser will pay for and be responsible for filling all underground storage tanks with fuel or water completely and immediately upon setting of tanks in excavation. Contractor shall have no liability or responsibility for any damage caused to the tank installation or equipment, or spills that may occur either through accidental incidence or negligence on the part of fuel supplier or Purchaser. Purchaser agrees to pay all costs for repairs clean-up or any remedial action required to correct the damage. Moreover, Contractor shall have no liability, responsibility or obligation in the event any tank or tanks installed pursuant to this Agreement shall "float". And all expenses for equipment, labor, and material to clean and re-install tanks and to restore the excavation, backfill, etc. shall be solely the Purchaser's responsibility.

## 13. **TESTING**

Any soil, liquid, tank, line testing or soil borings which may be required by state, local, and EPA authorities or Purchaser are not included in this contract unless otherwise specified in writing and signed by Contractor. If Purchaser requests, and Contractor agrees in writing, that Contractor will arrange for such tests, Contractor will obtain such tests from an independent testing

laboratory or service. The total cost of the test procedures will be billed to Purchaser as per the price schedule(s) attached to this Agreement. Contractor makes no representations or warranties as to any tests or results, shall not be liable for the accuracy of the testing procedures or results, and shall not be held liable or responsible for any action taken due to any test results. All liquid test prices are based upon accessibility of tank, no excavation is included.

**14. SUSPENSION OR TERMINATION BY CONTRACTOR**

If the Purchaser fails to abide by any written and reasonable recommendation by Contractor with respect to health or safety risks, Contractor may suspend work or may terminate this Agreement until Purchaser does so abide. If Contractor does so suspend work, Purchaser shall reimburse Contractor for all costs related to the suspension, plus start-up expenses if Work on the Site is resumed. If Work is terminated, Contractor shall be compensated as provided above.

**15. INDEMNIFICATION**

It is understood and agreed that, in seeking professional services of Contractor under this Agreement, Purchaser is requesting Contractor to undertake the performance of the Services, which may expose Contractor to the presence or potential presence of hazardous substances, for the Purchaser's benefit. Therefore, excepting only such liability as may arise out of the intentional or negligent acts of Contractor, the Purchaser agrees to hold harmless, indemnify, and defend Contractor and its officers, directors, agents, employees, contractors and subcontractors from and against any and all claims, losses, damages, liability, causes of actions (including causes of action for personal injury or death), and costs, including, but not limited to court costs, attorneys' fees, and disbursements, arising out of, or in any way relating to:

- a. Purchaser's acts, operations, or responsibilities under this Agreement;
- b. Purchaser's breach of, or failure to abide by, this Agreement;

This indemnification shall apply without regard to whether any claim, loss, damage or liability is asserted (1) by the Purchaser or any of its employees, agents or other persons or parties related to the Purchaser in any way, or (2) by any third person or party. In any proceeding brought against Contractor, including a proceeding in which Contractor is alleged to have been negligent, Purchaser shall advance all attorney's fees and other costs of defense for Contractor, and Contractor shall be obligated to reimburse Purchaser for such advances only if a final judgment is entered against Contractor based on a finding of an intentional act on the part of Contractor.

**16. LIMITATION OF LIABILITY**

- a. Any claim pursuant to this Agreement must be in writing, must set forth the facts which it is based, and must be received by Contractor within the statutorily prescribed period, not less
- b. In the event that Contractor or any of its officers, directors, agents, employees, contractors or subcontractors is held to be liable to Purchaser or to any person or party claiming by, through or under Purchaser be reason of Contractor's negligence, such liability shall be limited to, and shall not exceed the fee previously paid by Purchaser to Contractor for Contractor's services under the applicable Proposal/Contract or Change Order. In no event shall Contractor be liable for special, incidental or consequential damages, including, but not limited to loss of revenue, profits, or goodwill, use of capital or property, or damages for any other loss whether based on contracts, tort, strict liability breach of warranty or other cause of action.

**17. DOCUMENTS**

- a. Drawings, specifications and any other architectural or engineering documents prepared by Contractor in connection with any of the Services furnished hereunder are the property of Contractor. The Purchaser shall have the right to retain copies, including reproducible copies, for information and reference in connection with the Purchaser's use and occupancy of the property which is the subject of Contractor's services. Such documents shall not be used by the Purchaser on other projects, except as expressly provided in this Agreement.
- b. Contractor is deemed the author of all such documents and shall retain all common law, statutory and other reserved rights, including the copyright.

- c. The Purchaser may use Contractor's documents to complete performance of the Services in the event Contract is terminated by the Purchaser, provided that the Purchaser shall have paid Contractor all compensation required hereunder.
- d. If the Purchaser makes any subsequent use of such documents, regardless of whether such use is in conformity with the terms of this Agreement, the Purchaser shall defend, indemnify and hold Contractor, its officers, directors, agents and employees harmless for any claims, losses, damages, liability, cause of action (including causes of action for personal injury or death). Purchaser is responsible for the reasonable costs of a mutually agreed upon attorney. In any such proceeding, Purchaser will advance all attorney's fees and costs of defense to Contractor as incurred by Contractor.

**18. MATERIALS AND EQUIPMENT HANDLING AND RETENTION**

- a. In the event that Contractor agrees to dispose of materials to be removed from the Site, such materials will be transported to a location selected by Contractor for final disposal. If a Waste Manifest is required for such disposal, such Waste Manifest shall be signed by Purchaser.
- b. In the event that materials on the Site, including, but not limited to samples and cuttings, contain substances or constituents which are hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances, such materials shall remain the property of Purchaser. Purchaser will, using a manifest signed by Purchaser as generator, have such materials transported to a location selected by Purchaser for final disposal, Purchaser recognizes and agrees that at no time will Contractor assume title or control of said materials.
- c. All laboratory and field equipment contaminated in performing the Services contemplated hereunder that cannot be reasonably decontaminated by Contractor shall become the responsibility of the Purchaser to decontaminate, or, at Contractor's option, shall become the property and responsibility of Purchaser. All such equipment shall be delivered to Purchaser and disposed of in a manner similar to that indicated for hazardous materials.

**19. UTILITIES**

Contractor shall be responsible for contacting J.U.L.I.E. for identification of all public utility lines. Contractor indemnifies Purchaser from same. Private utility location is the responsibility of Purchaser and Contractor will be notified of such location(s). Contractor is not responsible for any damage to any unmarked private utility.

**20. FORCE MAJEURE**

Contractor shall not be liable to the Purchaser, or any of Purchaser's employees, agents or assigns, for any loss, damage, or expense from any delay or failure to perform its obligations hereunder if and to the extent that such delay or failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances, civil disturbances; fires; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market.

**21. COMPLIANCE WITH LAW**

Contractor, in performing the Services, shall comply with and shall require compliance by any of its subcontractors with all applicable statutes, regulations, or lawful orders of any governmental authority or agency. Purchaser shall cooperate with Contractor in obtaining any permits or licenses required for the performance of the Services.

**22. NOTICES**

All notices required or permitted hereunder shall be in writing, signed by the party giving notice or an officer thereof and shall be deemed to have been given when delivered by personal delivery, by facsimile, by telegraph or telex, or Federal Express or similar courier service or by deposit in the United States mail, registered or certified, with postage prepaid, addressed as follows:

If to Contractor:

Mankoff Industries, Inc.  
 700 E. Park Ave. Suite 115  
 Libertyville, IL 60048  
 Libertyville, Illinois 60048

with a copy to: Brown Udell & Pomerantz Ltd.  
Michael S. Pomerantz  
1332 N. Halsted  
Suite 100  
Chicago, IL 60622

If to Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either party may designate for itself by written notice given to the other parties from time to time in accordance with the provisions of this Agreement.

**23. INDEPENDENT CONTRACTORS**

Neither Contractor nor any of its employees or agents is an employee of the Purchaser. The Purchaser will not withhold any money from Contractor with respect to any tax or similar obligations of Contractor, and will treat Contractor simply as an independent contractor. Neither the Contractor nor the Purchaser shall be authorized to, impose or create any obligation responsibility on or make any promises or agreement on behalf of the other party. Further, it is understood that neither party to this Agreement has entered into a joint venture or partnership with the other.

**24. SUBCONTRACTS**

Contractor may subcontract all or any part of the Services without the prior written approval of Purchaser.

**25. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement alone fully and completely expresses the agreement between the parties, and the same is entered into with no party relying upon any statement, representation, warranty, or agreement made by any party not embodied in this Agreement.

This Agreement may be modified only upon a written instrument executed and delivered by Contractor. Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments, and to take all such other actions as it may be reasonably requested to take, from time to time, in order to effectuate the provisions and purposes of this Agreement.

**26. GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois, without regard to the conflicts of laws principles of the State of Illinois or any other state. The parties hereto irrevocably, unconditionally, and exclusively consent to personal jurisdiction and venue in any court sitting in Illinois for purposes of any suit, action, or proceeding arising out of or related to this Agreement, any alleged breach or violation or any dispute between the parties and any objections to such jurisdiction and venue are hereby expressly waived by the parties hereto. The parties hereto irrevocably consent to service of process in any such suit, action, or proceeding by personal delivery or by fax or other electronic media or by the mailing of copies of any such suit, action, or proceeding by registered or certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth herein.

**27. VENUE**

In the event of litigation or arbitration, Purchaser hereby consents to suit, at the option of Contractor, in Cook County, Illinois.

**28. CAPTIONS**

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**29. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be construed and interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement or its application to any party of circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances.

**30. WAIVER**

- a. No waiver of the terms, conditions and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties hereto.
- b. A waiver of any breach of this Agreement or the failure to enforce at any time, or for any period of time, any provision hereof, shall be limited to the particular waiver, or non-enforcement, and shall not operate or be deemed to waive any future breach of this Agreement or be construed to be a waiver of any other provisions of this Agreement.

**31. ASSIGNMENT**

This Agreement is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the prior written consent of the other, except that Contractor may assign this Agreement to a purchaser of Contractor or substantially all of the assets of Contractor's business, provided that such purchaser agrees to assume Contractor's obligations under this Agreement.

**32. COUNTERPARTS**

This Agreement may be executed in any one or more counterparts, each of which shall constitute an original, no other counterpart needing to be produced, and all of which, when taken together, shall constitute but one and the same instrument.

**33. ATTACHMENTS**

The attached Proposal/Contract, with a base bid price of \$ \_\_\_\_\_ consisting of \_\_\_\_\_ printed pages and dated \_\_\_\_/\_\_\_\_/\_\_\_\_, is hereby incorporated into this Agreement.

**IN WITNESS WHEREOF**, Purchaser and Contractor acknowledge having read and reviewed the above and all pages of this Agreement and agree to be bound by it.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CONTRACTOR:**

Mankoff Industries, Inc.

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

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

**PURCHASER:**

\_\_\_\_\_  
(Company Name)

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

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