

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
Tuesday, December 1, 2015
7:00 p.m.

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

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) December 8, 2015 Study Session
 - b) December 15, 2015 Regular Meeting
 - c) January 5, 2016 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Approval of Village Council Minutes
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 - b) Approval of Warrant List dated November 13-24, 201510
 - c) Village Council Meeting Schedule for 201611
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- 7) Ordinances and Resolutions
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 - iv) Resolution No. R-37-2015: Sanitary Sewer Rates – Adoption32
 - v) Resolution No. R-38-2015: Refuse Rates – Adoption36
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c) Ordinance No. M-25-2015: Special Use Permit for Architectural Office in C-2 Retail Overlay District, 523 Chestnut Street – Introduction / Adoption	82
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8) Public Comment	
9) Old Business: None.	
10) New Business: None.	
11) Appointments	
12) Reports	
13) Executive Session	
14) Adjournment	

NOTICE

All agenda materials are available at villageofwinnetka.org (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd floor).

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: <http://winn-media.com/videos/>

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator – Megan Pierce, at 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL STUDY SESSION**

November 10, 2015

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, November 10, 2015 at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Andrew Cripe, Carol Fessler, William Krucks, Stuart McCrary, and Marilyn Prodromos. Absent: Trustee Scott Myers. Also in attendance: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Director of Water & Electric Brian Keys, Community Development Director Mike D'Onofrio and one person in the audience.
- 2) Discussion of Small Cell Wireless Facilities. Attorney Friedman introduced Mark Burkland, an expert in small cell technologies at Holland & Knight, and who has experience assisting other communities in this area. Attorney Friedman explained that staff is looking for some policy direction from the Council in terms of what type of lease process, criteria, and priorities are desirable for small cell site installations. He noted that Winnetka's cell tower regulations were not written for the new small cell technology. The primary concern is Federal regulation of small cells which prohibits discrimination between carriers, which limits the Council's discretion to regulate.

Responding to a question, Mr. Burkland said small cells provide more data coverage and capacity. There is a big demand for data around the train stations, and providers are looking to locate their equipment near the trains and downtown areas. He noted equal opportunity must be given to all carriers that apply for a small cell site; therefore, it makes sense to get an early inventory of the Village's street lamps, traffic poles and utility poles.

Trustee Krucks asked about Glencoe's regulations. Mr. Burkland explained Glencoe's regulations are similar to Winnetka's, and he added that a good relationship between Winnetka and the carriers will facilitate compromise on site issues. He recommended collaborative regulations that offer reasonable opportunities for carriers to place their equipment on sites the Village directs them to. Doing so would help to protect the residents against aesthetic disturbances.

Mr. Keys reviewed examples of how the small cell sites might look. He noted residents will be concerned with the aesthetics of the poles, as well as ground cabinets that are sometimes used in conjunction with the pole equipment. He cautioned that formal applications for sites will likely be submitted in early 2016, and the Council needs to be prepared to act.

Mr. Burkland explained that rights-of-way regulations can be used as a model for creating the small cell guidelines. He noted the Village has control over which poles can be utilized; however, it can't regulate the appearance of the equipment. Inserting construction standards into the application process will protect the Village; the agreements can be formatted on the large cell agreement and tweaked for small cells.

Mr. Keys requested guidance on the following: (i) level of Council involvement in the application approval process; (ii) what sites are absolutely off limits; and (iii) what are the preferred sites. Mr. Burkland added the goal is to draft a good master agreement containing all the proper protections, with a rent escalator and reopen provisions built in.

The Council agreed that residential areas should be avoided if possible. Attorney Friedman said staff would draft an ordinance for the Council's consideration. President Greable called for audience comment.

Penny Lanphier, Birch Street. Ms. Lanphier had a question about how the small cell sites differ from AT&T's U-verse technology.

Manager Bahan explained AT&T has not applied to put its U-verse equipment in Winnetka as of yet. Mr. Burkland said they only install the U-verse infrastructure where it will be profitable, as it's very expensive.

- 3) Public Comment. None.
- 4) Executive Session. None.
- 5) Adjournment. Trustee Fessler, seconded by Trustee Prodromos, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:21 p.m.

Deputy Clerk

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
November 17, 2015**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, November 17, 2015, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:03 p.m. Present: Trustees Andrew Cripe, Carol Fessler, William Krucks, Stuart McCrary, Scott Myers and Marilyn Prodromos. Absent: None. Also present: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Finance Director Tim Sloth, Financial Services Coordinator Nick Mostardo, Public Works Director Steve Saunders, and approximately 3 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) December 1, 2015 Regular Meeting. All of the Council members present indicated that they expected to attend.
 - b) December 8, 2015 Study Session. All of the Council members present indicated that they expected to attend.
 - c) December 15, 2015 Regular Meeting. All of the Council members present indicated that they expected to attend.
- 4) Approval of the Agenda. Trustee Fessler, seconded by Trustee Myers, moved to approve the Agenda. By voice vote, the motion carried.
- 5) Consent Agenda
 - a) Village Council Minutes.
 - i) October 13, 2015 Study Session.
 - ii) October 19, 2015 Budget Meeting.
 - iii) October 20, 2015 Regular Meeting.
 - iv) October 27, 2015 Budget Meeting.
 - v) October 29, 2015 Budget Meeting.
 - b) Warrant List. Approving the Warrant Lists dated October 16-29 and October 30-November 12, 2015.
 - c) Resolution No. R-33-2015: Stormwater Utility Fee Partnership Credit for Lloyd Park - 799 Sheridan Road – Adoption. A Resolution granting a partnership credit to the Winnetka Park District for 21.0 ERU at Lloyd Park (799 Sheridan Road), for an annual amount of \$5,501.16 based on the current ERU rate.

- d) Public Safety Pension Report. A report on the health and performance of the Police and Fire Pension plans mandated by State Statute.
- e) B-Max Inc., Change Order for Directional Boring Services. An authorization for the Village Manager to issue a change order to B-Max Inc. in the amount of \$499,000 for directional boring services through May 31, 2016.

Trustee Fessler, seconded by Trustee Myers, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

- 6) Stormwater Monthly Summary Report. Mr. Saunders said the list of active stormwater projects is dwindling, and the Northwest Project is expected to close out by the end of the year. The Village has reimbursed for half of the \$2 million in funding coming from the Metropolitan Water Reclamation District of Greater Chicago; in addition, the final cost accounting for the project is expected to come in slightly below cost estimates.

Mr. Saunders reported that Strand Associates has been evaluating previous stormwater studies and modeling for southern and western Winnetka. Since most of the open space west of the Village is owned by other public agencies, meetings with these stakeholders have been scheduled for purposes of exploring areas where goals for these open spaces might overlap with in a mutually beneficial way.

- 7) Ordinances and Resolutions.

- a) Public Hearing: 2016 Village Budget

- i) Resolution No. R-34-2015: Village Budget for 2016 Fiscal Year – Introduction.

President Greable opened the public hearing at 7:14 p.m.

Mr. Sloth said the 2016 Budget totals \$66.27 million, with \$55.6 million being expended for operating expenses. He explained it is a conservative, balanced budget, with operating revenues funding the operating expenses. The Capital portion of \$8.67 million will pay for roadway, storm sewer, and facility improvements, as well as upgrades to the water and electric facilities. He noted the 2016 Budget holds the line on property taxes, increases rates slightly for water, electric and sanitary sewer; however all other fees and taxes will remain unchanged.

There being no public comment or questions, President Greable closed the public hearing at 7:17 p.m.

Mr. Sloth clarified that the Village's portion of the overall property tax bill is 13%. Other local taxing bodies include the park district, library, township and schools, and those agencies could conceivably increase their tax levies. He also explained that the Village's fund balance policy is intended to provide cash flow in the event of emergency or other unforeseen event.

Trustee McCrary, seconded by Trustee Myers, moved to introduce Resolution R-34-2015. By voice vote, the motion carried.

b) Updated Fee and Rate Resolutions. Mr. Sloth explained the next four following resolutions reflect the rate adjustments he reviewed during the preceding public hearing. President Greable said the rate resolutions would be introduced with one motion.

- i) Resolution No. R-35-2015: Water Rates – Introduction.
- ii) Resolution No. R-36-2015: Electric Rates – Introduction.
- iii) Resolution No. R-37-2015: Sanitary Sewer Rates – Introduction.
- iv) Resolution No. R-38-2015: Refuse Rates – Introduction.
- v) Resolution No. R-39-2015: Stormwater Rates – Introduction.

Trustee McCrary, seconded by Trustee Myers, moved to introduce Resolutions R-35-2015, R-36-2015, R-37-2015, R-38-2015, and R-39-2015. By voice vote, the motion carried.

President Greable explained that the next three Resolutions are not typically introduced with the rate resolutions; however, they are placed on the agenda for possible discussion prior to being scheduled for adoption. Even though no substantive changes were made to any of the three preceding resolutions, they are published every year to provide ease of reference.

- vi) Resolution No. R-40-2015: General Permit & License Fees (Information Only).
- vii) Resolution No. R-41-2015: Building, Zoning & Construction Fees (Information Only).
- viii) Resolution No. R-42-2015: Fire Service Fees (Information Only).

c) Property Tax Levy and Abatement Ordinances. Mr. Sloth said the 2015 tax levy is \$14.42 million, and accounts for over 50% of the General Fund, which funds all core services and functions. Since 2004, the Village has been under the State tax caps, even though not technically required to do so since Home Rule was adopted. The levies of SSAs 3, 4, and 5 were used for roadway improvements in those areas, and are paid by special districts that were created at the time of the improvements. The Abatement ordinances relate to the General Obligation bonds, which were issued tying them to the tax levy in order to get favorable interest rates. However, the debt service on these bonds is paid for out of the Stormwater Utility fund.

- i) Ordinance No. M-19-2015: 2015 Tax Levy Ordinance – Introduction.

Trustee Fessler, seconded by Trustee McCrary, moved to introduce Ordinance M-19-2015. By voice vote, the motion carried.

- ii) Ordinance No. M-20-2015: SSA #3 Tax Levy Ordinance – Introduction.

Trustee McCrary, seconded by Trustee Fessler, moved to introduce Ordinance M-20-2015. By voice vote, the motion carried.

- iii) Ordinance No. M-21-2015: SSA #4 Tax Levy Ordinance – Introduction.

Trustee Myers, seconded by Trustee Cripe, moved to introduce Ordinance M-21-2015. By voice vote, the motion carried.

iv) Ordinance No. M-22-2015: SSA #5 Tax Levy Ordinance – Introduction.

Trustee Fessler, seconded by Trustee McCrary, moved to introduce Ordinance M-22-2015. By voice vote, the motion carried.

v) Ordinance No. M-23-2015: 2015 Tax Abatement Ordinance (2013 - \$9.0 Million Bond Issue) – Introduction.

Trustee McCrary, seconded by Trustee Myers, moved to introduce Ordinance M-23-2015. By voice vote, the motion carried.

vi) Ordinance No. M-24-2015: 2015 Tax Abatement Ordinance (2014 - \$7.5 Million Bond Issue) – Introduction.

Trustee Prodromos, seconded by Trustee Fessler, moved to introduce Ordinance M-24-2015. By voice vote, the motion carried.

8) Public Comment. None.

9) Old Business. None.

10) New Business.

- a) Proclamation Recognizing Small Business Saturday. Manager Bahan explained that Small Business Saturday is becoming a reliable tool to drive customers to small and local businesses during the holiday shopping season. He said the Village is supporting its businesses by promoting the event with a multi-media advertising campaign, with radio and print ads, as well as a promotional video for the Village’s Facebook page and website.

Trustee Fessler said Small Business Saturday is a fun event, and she encouraged the community to support local retailers with their shopping dollars.

Trustee Prodromos, seconded by Trustee Fessler, moved to support November 28, a day nationally designated as Small Business Saturday. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

11) Appointments. None.

12) Reports.

- a) Village President. President Greable said the Downtown Master Plan (DMP) workshop on Monday was a success, and he reminded residents there is a DMP Steering Committee meeting on Monday, November 30 at Village Hall.

b) Trustees.

- i) Trustee Prodromos encouraged the community to shop locally on Small Business Saturday, adding that for every \$100 spent in Winnetka, about \$68 stays in the Village. She also reported on the most recent Chamber meeting.
- ii) Trustee Myers reported on the last Environmental & Forestry Commission meeting.
- iii) Trustee Fessler reported on the last Zoning Board of Appeals meeting, where the One Winnetka planned development was discussed. She added that she is near the end of

her series of articles about Winnetka's history in commemoration of Winnetka's 100th anniversary of adopting the Council-Manager form of government in the Village.

c) Attorney. None.

d) Manager. None.

13) Executive Session. None.

14) Adjournment. Trustee Prodromos, seconded by Trustee Cripe, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:45 p.m.

Deputy Clerk

DRAFT



Agenda Item Executive Summary

Title: Approval of Warrant List

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 12/01/2015

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:

The Warrant List dated November 13-24, 2015 were emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated November 13-24, 2015.

Attachments:

None.



Agenda Item Executive Summary

Title: Village Council Meeting Schedule for 2016

Presenter: Megan E. Pierce, Assistant to the Village Manager

Agenda Date: 12/01/2015

Consent: YES NO

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

Item History:

Section 2.04.020(A) of the Village Code provides that the Village Council "shall hold its regular meetings on the first and third Tuesday of each month at (7:00 p.m.), or as otherwise set forth in the annual meetings notice posted pursuant to the Illinois Open Meetings Act." For study sessions the established practice is for the Council to meet for that purpose as a Committee of the Whole at 7:00 p.m. on the second Tuesday of each month.

Executive Summary:

The Open Meetings Act requires that the annual notice be posted at the beginning of the year. The proposed 2016 schedule of regular Village Council meetings and study sessions is listed below. Additional meetings are called as special meetings on an as-needed basis.

2016 Schedule of Regular Village Council Meetings:

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

*Rescheduled from March 15 for the Presidential Primary Election.

2015 Schedule of Village Council Study Sessions:

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

*Traditionally cancelled, but held if needed

Recommendation:

Consider approving the 2016 Village Council regular meeting schedule for publication.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-34-2015: Village Budget - Public Hearing and Resolution (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/01/2015

Consent: YES NO

Ordinance
 Resolution
 Bid Authorization/Award
 Policy Direction
 Informational Only

Item History:

The Village Council held meetings on October 19, 27, and 29, 2015 to review the proposed budget.

Resolution No. R-34-2015 was introduced at the November 17, 2015 Regular Village Council Meeting.

Executive Summary:

A Public Hearing on the budget was advertised in the November 5, 2015 and November 12, 2015 edition of the Winnetka Talk for November 17, 2015 at 7:00 p.m. The budget will result in an approximately 1.1% increase in costs for municipal services for a typical homeowner consisting of a:

- No increase in property taxes (13.06% Village portion of tax bills received in 2015)
- 2.0% increase in water rates (\$18 annual cost increase on a \$877 annual bill)
- 5.0% increase in sanitary sewer rates (\$16 annual cost increase on a \$317 annual bill)
- 2.0% increase in electric costs (\$48 annual cost increase on a \$2,412 annual bill)

Vehicle license fees, and most other fees and taxes remain unchanged.

Recommendation:

Consider adoption of Resolution No. R-34-2015.

Attachments:

- 1) Resolution No. R-34-2015, Adopting the Annual Budget for the Fiscal Year beginning January 1, 2016 and ending December 31, 2016
- 2) Village of Winnetka Budget Summary - 2016

RESOLUTION NO. R-34-2015

**A RESOLUTION
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2016
AND ENDING DECEMBER 31, 2016**

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

WHEREAS, on October 12, 2015, the Village Council placed the proposed, tentative annual budget for the fiscal year beginning January 1, 2016, and ending December 31, 2016, 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 17, 2015, pursuant to notice published on Thursday, November 5, 2015 and Thursday, November 12, 2015, 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, 2016 and ending December 31, 2016.

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 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 17, 2015

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 PAGE PROVIDES A SUMMARY OF THE BUDGETED REVENUES AND EXPENDITURES BY FUND CATEGORY, AND IS PROVIDED HERE FOR EASE OF REFERENCE.

THE COMPLETE BUDGET REMAINS AVAILABLE FOR INSPECTION IN THE VILLAGE MANAGER'S OFFICE, THE WINNETKA PUBLIC LIBRARY, AND ON THE VILLAGE OF WINNETKA WEBSITE (WWW.VILLAGEOFWINNETKA.ORG). 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
2016 Budget
Expense Amounts Include Capital and Depreciation
(Amounts in millions)

Fund	Revenues	Expenses	Difference**	12/31/14 Fund Balance	F.B. Policy Minimum
<u>General Government</u>					
General	\$ 24.51	\$ 24.69	\$ (0.18)	\$ 18.17	\$ 10.29
Motor Fuel Tax	\$ 0.31	\$ 0.61	\$ (0.30)	\$ 1.95	\$ 0.18
Foreign Fire	\$ 0.08	\$ 0.08	\$ -	\$ -	\$ -
Special Service Areas	\$ 0.04	\$ -	\$ 0.04	\$ (0.13)	\$ (0.13)
Village Facilities	\$ 0.15	\$ 0.23	\$ (0.08)	\$ 0.42	\$ 0.42
Downtown Revitalization	\$ 0.15	\$ 0.31	\$ (0.16)	\$ 0.32	\$ 0.32
Total General Government	\$ 25.24	\$ 25.92	\$ (0.68)	\$ 20.73	\$ 11.08
<u>Internal Service</u>					
Worker's Compensation	\$ 0.53	\$ 0.70	\$ (0.17)	\$ 0.86	\$ 0.83
Liability	\$ 0.01	\$ 0.33	\$ (0.32)	\$ 2.03	\$ 1.60
Health Insurance	\$ 3.38	\$ 3.67	\$ (0.29)	\$ 1.41	\$ 1.18
Data Processing	\$ 0.33	\$ 0.44	\$ (0.11)	\$ 0.82	\$ 0.15
Fleet Services	\$ 0.92	\$ 0.90	\$ 0.02	\$ 0.07	\$ 0.30
Total Internal Service	\$ 5.17	\$ 6.04	\$ (0.87)	\$ 5.19	\$ 4.06
Total Government	\$ 30.41	\$ 31.96	\$ (1.55)	\$ 25.92	\$ 15.14
<u>Business Operations</u>					
Electric	\$ 15.45	\$ 18.71	\$ (3.26)	\$ 7.16	\$ 5.42
Water	\$ 4.00	\$ 4.67	\$ (0.67)	\$ 1.37	\$ 1.23
Sanitary Sewer	\$ 1.22	\$ 1.41	\$ (0.19)	\$ 1.11	\$ 0.32
Refuse	\$ 2.19	\$ 2.53	\$ (0.34)	\$ 1.59	\$ 0.83
Storm Sewer***	\$ 1.96	\$ 2.55	\$ (0.59)	\$ 20.14	\$ 20.14
Total Business Operations*	\$ 24.82	\$ 29.87	\$ (5.05)	\$ 31.37	\$ 27.94
Grand Total	\$ 55.23	\$ 61.83	\$ (6.60)	\$ 57.29	\$ 43.08
<u>Fiduciary Funds</u>					
II. Municipal Retirement			\$ -	\$ 24.32	\$ 34.85
Police Pension	\$ 3.20	\$ 2.16	\$ 1.04	\$ 24.55	\$ 37.82
Fire Pension	\$ 3.15	\$ 2.28	\$ 0.87	\$ 22.82	\$ 37.21
Total Fiduciary Funds	\$ 6.35	\$ 4.44	\$ 1.91	\$ 71.69	\$ 109.88

* Fund balance is current assets - current liabilities **Total above excludes \$250,000 Village contingency.

***The \$20.14M F.B. Policy Minimum in the Storm Water Fund includes 4 months operating Expenses + 2 Years Debt Service + the capital amounts restricted for the Storm Water Management Program.



Agenda Item Executive Summary

Title: Resolution No. R-35-2015: Water Rates (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date:

12/01/2015

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

The Village Council held meetings on October 19, 27, and 29, 2015 to review the proposed budget.

Resolution No. R-35-2015 was introduced at the November 17, 2015 Regular Village Council meeting.

Executive Summary:

Because of the projected capital needs of the water system, a water rate increase is proposed for incorporated and unincorporated customers.

The 2.0% water rate increase for residents is estimated to cost a typical water customer \$18 more per year, or a total of \$895 per year for municipal water use.

Recommendation:

Consider adoption of Resolution No. R-35-2015.

Attachments:

1) Resolution No. R-35-2015, a Resolution Establishing Water Rates.

RESOLUTION NO. R-35-2015

**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

<u>Type of Customer</u>	<u>Rate</u>
Service within corporate limits	\$ 33.49 <u>34.16</u> per 1,000 cubic feet, as metered
Service outside of corporate limits	\$ 59.88 <u>61.08</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	\$25. 61 <u>11</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

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$95.00 per service dispatch
All other times (evenings, nights, weekends and holidays)	\$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: Construction Temporary Water Service. Bulk water provided from the fire hydrant located at the Village's Public Works Facility for construction projects will be billed at the unincorporated water rate. The minimum daily charge will be \$50. At the discretion of the Water and Electric Director, the water rate can be waived for contractors performing Village work.

SECTION 8: 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 9: 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 10: 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 11: Effect of Resolution. The rates established herein shall apply to all bills issued on or after January 1, 201~~6~~⁵, and this resolution shall supersede Resolution R-3~~5~~²-201~~4~~³.

SECTION 12: Effective Date. This resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 17, 2015

Adopted:



Agenda Item Executive Summary

Title: Resolution No. R-36-2015: Electric Rates (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date:

12/01/2015

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

The Village Council held meetings on October 19, 27, and 29, 2015 to review the proposed budget.

Resolution No. R-36-2015 was introduced at the November 17, 2015 Regular Village Council Meeting.

Executive Summary:

Because of higher wholesale power costs and capital investments, the budget reflects a 2.0% increase in retail electric rates effective 1/1/2016.

There is no purchased power recovery factor being proposed in the 2016 budget.

The 2.0% electric rate increase is estimated to cost a typical single-phase residential electric customer \$48 more per year, or a total of \$2,460 per year for municipal electric use.

Recommendation:

Consider adoption of Resolution No. R-36-2015.

Attachments:

1) Resolution No. R-36-2015, a Resolution Establishing Electric Rates.

**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	\$0.1251 \$0.1276 per kWh
Winter Rate	\$0.1099 \$0.1121 per kWh

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

Energy Charge

Summer Rate	\$0.1248 \$0.1273 per kWh
Winter Rate	
First 750 kWh	\$0.1126 \$0.1149 per kWh
All over 750 kWh	\$0.0765 \$0.0780 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	\$0.1223 \$0.1247 per kWh
All over 15,000 kWh	\$0.0932 \$0.0951 per kWh
Winter Rate	
First 15,000 kWh	\$0.1084 \$0.1106 per kWh
All over 15,000 kWh	\$0.0829 \$0.0846 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 ~~\$0.0754~~\$0.0769 per kWh
Over 100,000 kWh ~~\$0.0688~~\$0.0702 per kWh
Winter Rate
First 100,000 kWh ~~\$0.0698~~\$0.0712 per kWh
Over 100,000 kWh ~~\$0.0644~~\$0.0657 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 ~~\$0.0754~~\$0.0769 per kWh
Over 100,000 kWh ~~\$0.0688~~\$0.0702 per kWh

Winter Rate

First 100,000 kWh ~~\$0.0698~~\$0.0712 per kWh
Over 100,000 kWh ~~\$0.0644~~\$0.0657 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 ~~\$0.1104~~\$0.1126 per kWh
Winter Rate ~~\$0.1104~~\$0.1126 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	\$0.0940 <u>\$0.0959</u> per kWh
Winter Rate	\$0.0829 <u>\$0.0846</u> per kWh

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

Energy Charge	
Summer Rate	\$0.1044 <u>\$0.1065</u> per kWh
Winter Rate	\$0.1044 <u>\$0.1065</u> 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 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 February 1 of the new fiscal year.

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

Project Cost_{OH}: The Project Cost per customer with overhead electric service, which shall be determined by dividing Cost 2 by the number of customers in the Project Area with overhead electric service and adding the resulting amount to Project Cost_{UG}.

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

- (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

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$95.00 per service dispatch
All other times (Evenings, nights, weekends and holidays)	\$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: Removal and Reinstallation of Overhead Service Connection. The following fee shall be charged and collected for costs to disconnect, remove and reconnect an overhead service conductor for construction activities.

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$300.00
All other times (Evenings, nights, weekends and holidays)	\$771.00

SECTION 10: 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 11: 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 12: 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 13: 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 14: 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 15: Effect of Resolution. The rates established herein shall apply to all bills issued on or after January 1, 201~~6~~⁵, and this resolution shall supersede Resolution R-3~~63~~-201~~43~~.

SECTION 16: Effective Date. This resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 17, 2015

Adopted:



Agenda Item Executive Summary

Title: Resolution No. R-37-2015: Sanitary Sewer Rates (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date:

12/01/2015

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

The Village Council held meetings on October 19, 27, and 29, 2015 to review the proposed budget.

Resolution No. R-37-2015 was introduced at the November 17, 2015 Regular Village Council Meeting.

Executive Summary:

Because of the projected capital needs of the sanitary sewer system, a rate increase is proposed. The projected capital plan contains \$918,000 of sanitary sewer repairs that are anticipated to be completed over the next three years.

The 5% sanitary sewer rate increase is projected to cost a typical customer about \$16 more per year.

Recommendation:

Consider adoption of Resolution No. R-37-2015.

Attachments:

1) Resolution No. R-37-2015, a Resolution Establishing the Sanitary Sewer Rate.

RESOLUTION NO. R-37-2015

**A RESOLUTION ESTABLISHING RATES AND FEES
FOR SEWER 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 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 \$~~13.82~~14.51 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, 201~~6~~5, and this resolution shall supersede Resolution R-~~374~~-201~~4~~3.

[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 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 17, 2015

Adopted:



Agenda Item Executive Summary

Title: Resolution No. R-38-2015: Refuse Rates (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date:

12/01/2015

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

The Village Council held meetings on October 19, 27, and 29, 2015 to review the proposed budget.

Resolution No. R-38-2015 was introduced at the November 17, 2015 Regular Village Council Meeting.

Executive Summary:

There is a no proposed change in commercial collection charges.

The residential collection charge for twice a week service remains \$25 per month. The cost of a yardwaste bag or a yardwaste collection sticker remains \$2 each.

Recommendation:

Consider adoption of Resolution No. R-38-2015.

Attachments:

1) Resolution No. R-38-2015, a Resolution Establishing Refuse Rates.

RESOLUTION NO. R-38-2015

**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.	\$33	\$59	\$82	\$107	\$128	\$153	\$179
1.5 Cu.Yd.	\$41	\$74	\$109	\$141	\$176	\$208	\$241
2 Cu.Yd.	\$49	\$91	\$135	\$178	\$220	\$263	\$304
3 Cu.Yd.	\$66	\$123	\$181	\$238	\$296	\$353	\$412
4 Cu.Yd.	\$85	\$148	\$226	\$296	\$368	\$437	\$507
5 Cu.Yd.	\$104	\$187	\$271	\$353	\$437	\$521	\$603
6 Cu.Yd.	\$123	\$220	\$316	\$412	\$507	\$603	\$700
1-99 Gal.	\$15	\$21	\$26	\$33	\$38	\$44	\$50
100-180 Gal.	\$21	\$33	\$44	\$59	\$70	\$83	\$95

[**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	\$2.00 per sticker (one sticker required for each container)
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 [<i>Note:</i> 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 [<i>Note:</i> Includes appliances, sofas, etc.]	Base Fee plus \$10.00 for each item
Hard-to-handle refuse [<i>Note:</i> Hard-to-handle refuse includes such miscellaneous rubbish as wood, fencing, carpeting, multiple pieces of furniture and cabinets, and construction materials such as wallboard, plaster and flooring, but shall not include liquids, soil, concrete and asphalt.]	Base Fee plus \$15.00 per cubic yard
Tires and/or tire rims	Base Rate plus Charge per Tire
Charge per tire	

<u>Service</u>	<u>Charge</u>
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)

<u>Service</u>	<u>Charge</u>
Carts and roll-off boxes	
[<i>Note:</i> 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:

[Remainder of this page intentionally left blank.]

SCHEDULE OF YARD WASTE REMOVAL FEES

<u>Service</u>	<u>Charge</u>
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, 201~~6~~⁵, and this resolution shall supersede Resolution R-3~~8~~⁵-201~~4~~³.

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

[Remainder of this page intentionally left blank.]

ADOPTED this 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 17, 2015

Adopted:



Agenda Item Executive Summary

Title: Resolution No. R-39-2015: Stormwater Rates (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date:

12/01/2015

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

The Village Council held meetings on October 19, 27, and 29, 2015 to review the proposed budget.

Resolution No. R-39-2015 was introduced at the November 17, 2015 Regular Village Council Meeting.

Executive Summary:

The Village established a stormwater utility fee of \$21.83 per month (\$261.96 per year) per Equivalent Runoff Unit (ERU), effective July 1, 2014. The stormwater utility fee, plus existing reserves, are adequate to pay for the debt service and operating costs of this fund. Therefore, no change to the stormwater utility rate is proposed.

Recommendation:

Consider adoption of Resolution No. R-39-2015.

Attachments:

1) Resolution No. R-39-2015, a Resolution Establishing the Stormwater Utility Service Rate.

**A RESOLUTION
ESTABLISHING RATES AND FEES
FOR STORMWATER UTILITY 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 (“Village”) operates and maintains a public stormwater utility to provide stormwater management services to all properties within the Village; and

WHEREAS, the Council finds that all matters pertaining to the operation and maintenance of the Village’s stormwater system, 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: Stormwater Service Fee. The fee for stormwater utility service provided in the Village of Winnetka pursuant to Chapter 13.16 of the Winnetka Village Code is hereby established at \$21.83 per month per Equivalent Runoff Unit (ERU), as defined in Section 13.16.04 of the Winnetka Village Code.

SECTION 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 for stormwater utility service on or after January 1, 201~~6~~⁵.

[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 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 17, 2015

Adopted:



Agenda Item Executive Summary

Title: Resolution R-40-2015: General Permit & License Fees (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/01/2015

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:

The Village Council held meetings on October 19, 27, and 29, 2015 to review the proposed budget.

Resolution No. R-40-2015 was provided as informational materials at the November 17, 2015 Regular Village Council Meeting.

Executive Summary:

There are no changes proposed to the general permit and license fees for 2016.

Recommendation:

Consider adoption of Resolution No. R-40-2015.

Attachments:

1) Resolution No. R-40-2015, a Resolution Establishing General Permit and License Fees.

RESOLUTION NO. R-40-2015

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

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

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Billiard Rooms & 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	
<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	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
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	
<i>Public Garage and Service Station</i>		5.60.010
Base fee, annual	\$50.00	
For each fuel pump	\$5.00	
<i>Raffle, per event</i>	\$25.00	9.04.040

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

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

SECTION 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	
Mileage Charge (per loaded patient mile)	\$12.00	
 <i>Ambulance Services – Non-Residents</i>		
Advanced Life Support	\$850.00	
Basic Life Support	\$650.00	
Mileage Charge (per loaded patient mile)	\$12.00	
 <i>Audit (Print copy)</i>	\$35.00	
 <i>Annual Budget (Print copy)</i>	\$35.00	
 <i>Certified copies (per certification)</i>	\$1.00	
 <i>Comprehensive Plan</i>		
With Maps	\$35.00	
Without Maps	\$8.50	
 <i>Copying, Scanning and Printing Charges</i>		
In-house copying		
Black & White, 8½” x 11” (per side)	\$0.15	
Black & White, 8½” x 14” (per side)	\$0.15	
Black & White, 11” x 17” (per side)	\$0.50	
Color, 8½” x 11” (per side)	\$0.50	
Color, 8½” x 14” (per side)	\$1.00	
Color, 11” x 17” (per side)	\$1.00	
Out-sourced copying	Actual Cost	
Oversize documents (plats, etc.)	Actual Cost	
CD-ROM (per disk)	\$5.00	
DVD recordings of meetings (per DVD)	\$20.00	
 <i>Fire Alarm Monitoring Services</i>	\$55.00	
(direct connections to Village’s fire alarm monitoring system only)	per month	

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<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 & 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
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

<u>Department</u>	<u>Hourly Rate</u>
<i>Fire Department</i>	
Ambulance	\$110
Fire Truck / Engine	\$460
<i>Public Works</i>	
Supervisory	\$190
Engineers	\$190
Maintenance Workers	\$140
Light Trucks	\$60
Medium Trucks	\$90
Heavy Trucks, Refuse Trucks, Street Sweepers	\$130
<i>Community Development</i>	
Assistant Director	\$240
Planners, Architect	\$190
Inspectors	\$160
Clerical / Support Staff	\$140
Vehicles	\$50
<i>Water & Electric</i>	
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.

[Remainder of this page intentionally left blank.]

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-~~4036~~-2014~~3~~.

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

ADOPTED this 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 17, 2015

Adopted:



Agenda Item Executive Summary

Title: Resolution No. R-41-2015: Building, Zoning & Construction Fees (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/01/2015

Consent: YES NO

Ordinance
 Resolution
 Bid Authorization/Award
 Policy Direction
 Informational Only

Item History:

The Village Council held meetings on October 19, 27, and 29, 2015 to review the proposed budget.

Resolution No. R-41-2015 was provided as informational materials at the November 17, 2015 Regular Village Council Meeting.

Executive Summary:

This Resolution contains no substantive changes to the Village's permit and fee structure. A few clarifications were made in the proposed resolution which involved merging various permit categories to fall in line with current operations. Additionally, two fees were updated to reflect current actual charges, which were previously loaded into both the CY 2015 and CY 2016 budgets.

Recommendation:

Consider adoption of Resolution No. R-41-2015.

Attachments:

1) Resolution No. R-41-2015, a Resolution Establishing Building, Zoning, and Construction Fees.

RESOLUTION NO. R-41-2015

**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.]

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

[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 \$1300.00
 - 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.]

Base Fee for All Permits \$70

Electrical Fixtures, ~~per fixture~~ outlets, receptacles and switches \$1.10

Heating/Air Conditioning/Ventilation (HVAC), per unit \$25
[Note: Requires HVAC permit.]

Motors over 0.5 hp, per motor \$25

New Service or Modifications to Existing Service Entrance Equipment
[Note: Permit fees are waived if modifications result from Water & Electric Department's scheduled undergrounding program.]

- Less than 200 amps, per new service or modification \$50
- 200 amps or more, per new service or modification \$60

~~Outlets, per outlet~~ ~~\$1.10~~

Temporary Service, per service \$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

Development Agreement – Base Fee (Sec. 15.32.080(K)) \$1,500
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]

Development Agreement – Supplemental Fee (Sec.15.32.080(K)) Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred, and shall be incorporated into the Development Agreement. based on Staff time spent and rates set by R-36-2013

Fire Prevention Permit (Sec. 15.16.040) \$1300

Partial Permits (Sec. 15.32.110) \$150

Permit Renewal (Sec. 15.32.200) 50% of total original building permit fees

Stop Work Order (Sec. 15.04.080)
• 1st Stop Work Order \$250
• 2nd Stop Work Order \$500
• 3rd Stop work Order \$750

Temporary Certificate of Occupancy (Sec. 15.36.010) \$275

Village Attorney Services (Sec. 5.66.040) \$350 per hour,
For non-standard services related to post-approval implementation or amendment of development agreements, subdivisions and planned developments ½ hour increments

PETITION FILING FEES

Administrative Appeals
• Building Code Appeals (Sec. 15.72.010) \$350
• Zoning Appeals (Sec. 17.72.010) \$450

Certificate of Appropriateness of Design (Sec. 15.40.010)
• For each new primary structure or addition thereto \$450
• For each application for signs, canopies, or awnings \$55
• All other requests \$110

Consolidation of Land into single parcel (Sec. 16.08.010) \$550

Driveway Variation (Sec. 12.12.010 and 15.44.040) \$265

Flood Plain Variation (Sec. 15.68.100) \$715

Sign Variation (Sec. 15.60.250) \$220

Special Use Permit (Sec. 17.56.010)	\$935
PETITION FILING FEES (cont'd)	
Subdivision of Land – Base Fee (Sec. 16.04.040)	\$935
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Subdivision of Land – Supplemental Fee (Sec. 15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred. For projects requiring a Development Agreement, the supplemental fee shall be incorporated into the Development Agreement.	
	based on Staff time spent and rates set by R-36-2013
Zoning Map Amendment (Sec. 17.72.040)	\$800
Zoning Planned Development (Chapter 17.58)	\$935
Zoning Special Use (Chapter 17.56)	\$935
Zoning Text Amendment (Sec. 17.72.040)	\$800
Zoning Variation by Zoning Administrator (Minor Variation) (Sec. 17.60.015)	\$250
Zoning Variation by Ordinance (Major Variation)(Sec. 17.60.030)	\$800
Zoning Variation by Zoning Board of Appeals (Standard Variation) (Sec. 17.60.020)	\$400
STREETS, SIDEWALKS, DRIVEWAYS AND OTHER IMPERMEABLE SURFACES (Sec. 12.04.110)	
Driveway curb cut, new or enlarged (Sec. 12.12.010)	\$75
[Note: Requires street excavation/occupancy permit and right-of-way deposit]	
Right-of-way Excavation and/or Occupation (Sec. 12.16.010)	\$125
Sewer (Sec. 15.24.090)	\$150
Impermeable Surfaces (including driveways, sidewalks, patios, etc.) (Sec. 12.08.010)	\$75
Street Replacement (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-~~4137~~-2014~~3~~.

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

ADOPTED this 1st day of December 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 17, 2015

Adopted:



Agenda Item Executive Summary

Title: Resolution No. R-42-2015: Unincorporated Fire Service Fees (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/01/2015

Consent: YES NO

Ordinance
 Resolution
 Bid Authorization/Award
 Policy Direction
 Informational Only

Item History:

The Village Council held meetings on October 19, 27, and 29, 2015 to review the proposed budget.

Resolution No. R-42-2015 was provided as informational materials at the November 17, 2015 Regular Village Council Meeting.

Executive Summary:

The unincorporated fire service fee is assessed based on a formula that takes into account the equalized assessed value of the area served, calls for service, and fire department expense data. This formula is designed to ensure an equitable charge for unincorporated customers.

The data needed to calculate the fire services fees will not be available until February, 2016. A Resolution will be prepared for the Council's consideration at that time.

Recommendation:

Consider adoption of Resolution No. R-42-2015.

Attachments:

1) Resolution No. R-42-2015, a Resolution Establishing Unincorporated Fire Service Fees.

**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, beginning on April 1, 2014, 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 Ninety Dollars and Thirteen Cents (\$90.13); and

[WHEREAS, on June 16, 2015, the Village Council adopted Resolution R-10-2015, 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 Ninety-Four Dollars and Seventy-Seven Cents \(\\$94.77\); 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 Ninety-Four Dollars and ~~Thirteen~~ Seventy-Seven Cents (\$~~90.77~~94.77), beginning January 1, 201~~6~~5.

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, 201~~6~~⁵, 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 Ninety-~~Four~~ Dollars and ~~Seventy-Seven~~^{Thirteen} Cents (\$9~~40.77~~¹³).

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-~~103~~-201~~5~~⁴.

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

ADOPTED this 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 17, 2015

Adopted:



Agenda Item Executive Summary

Title: Property Tax Levy and Abatement Ordinances (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/01/2015

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

Consent: YES NO

Item History:

The general property tax levy (Ordinance No. M-19-2015), the three special service area tax levies (Ordinances Nos. M-20 to 22-2015), and the two tax abatement ordinances (Ordinances Nos. M-23 and M-24-2015) were introduced at the November 17, 2015 Regular Village Council Meeting.

Executive Summary:

The Council has reviewed the proposed 2016 calendar year budget and the funding provided by property taxes to balance the budget. The proposed 2015 property tax levy will generate \$14.42 million for Village operations, an increase of \$114,420 or 0.8%. Because new development is estimated at 0.8%, most residents will see no increase in Village property taxes. The 2015 property tax levy sets the amount of revenue to be raised from property taxes to fund Village operations. In Illinois, property taxes are paid a year in arrears. This means that the amount of money requested for the 2015 property tax levy will be received by the Village in calendar 2016.

In addition to the tax levy ordinance for general operations, the Village has three special service areas with a separate tax levy paid only by persons in the special service area. These special service areas have been used to make roadway improvements.

The Village issued General Obligation bonds in the amount of \$9.0 million in 2013 and \$7.5 million in 2014 to fund stormwater improvements. It is the current intention of the Village to abate the property tax levy each year for these bonds and to pay the principal and interest from stormwater utility fees collected by the Village. There are adequate funds on hand to allow for the abatement of the property tax levy for 2015 related to these General Obligation bond issues.

Recommendation:

Consider adoption of the general property tax levy (Ordinance No. M-19-2015), the three special service area tax levies (Ordinances Nos. M-20 to 22-2015), and the two tax abatement ordinances (Ordinances Nos. M-23 and M-24-2015).

Attachments:

- Property Tax Levy Calculations Spreadsheet
- Schedule of Special Service Area Financing
- Ordinance No. M-19-2015 2015 Tax Levy Ordinance
- Ordinance No. M-20-2015 SSA No. 3 Tax Levy Ordinance
- Ordinance No. M-21-2015 SSA No. 4 Tax Levy Ordinance
- Ordinance No. M-22-2015 SSA No. 5 Tax Levy Ordinance
- Ordinance No. M-23-2015 2014 Tax Abatement Ordinance (2013 - \$9.0 million bond issue)
- Ordinance No. M-24-2015 2014 Tax Abatement Ordinance (2014 - \$7.5 million bond issue)

Village of Winnetka Schedule of Property Tax Levy Calculations

<u>Tax Levy Category</u>	Column A 2014 Actual Tax Levy	Column B 2015 Proposed Tax Levy	Column C (Column B - A) Dollar Change	C/A*100 Percent Change
<u>General Fund:</u>				
Corporate	\$10,675,483	\$10,557,155	(\$118,328)	-1.1%
<u>Other Funds:</u>				
Police Pension	\$1,145,000	\$1,308,146	\$163,146	14.2%
Fire Pension	\$1,382,000	\$1,451,602	\$69,602	5.0%
Refuse Utility	\$1,100,000	\$1,100,000	\$0	0.0%
Debt Service	\$0	\$0	---	---
Total Village-wide Tax Levy	\$14,302,483	\$14,416,903	\$114,420	0.8%
Less: Projected New Development				
@ .8%		(\$114,420)	(\$114,420)	-0.8%
Existing Tax Payer Increase	\$14,302,483	\$14,302,483	\$0	0.0%

Increase (Decrease) Based on Total Property Tax Bill

Total Property Taxes Paid 100.00%	Other Taxing Distr. 86.94%	Village 13.06%	0.0% Change / Village
\$10,000	\$8,694	\$1,306	\$0
\$15,000	\$13,041	\$1,959	\$0
\$20,000	\$17,388	\$2,612	\$0
\$25,000	\$21,735	\$3,265	\$0
\$30,000	\$26,082	\$3,918	\$0
\$35,000	\$30,429	\$4,571	\$0
\$40,000	\$34,776	\$5,224	\$0
\$50,000	\$43,470	\$6,530	\$0
\$60,000	\$52,164	\$7,836	\$0

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

4.00%

2015.10.26

	SSA #3 Trapp Lane	SSA # 4 Elm, Oak, Locust, Rosewood	SSA # 5 Elm, Oak Rosewood, Glendale
	est cost	final cost	final cost
SSA Principal Amount for Homeowners	\$ 255,000.00	\$ 20,795.00	\$ 17,664.00
Limit in Ordinances Approving SSA	\$ 315,947.50	\$ 37,000.00	\$ 40,312.50
Term of Repayments in Years	10	5	5
Debt Retirement Schedule			
2011 Tax Levy			
Beginning Principal	\$ 255,000.00	\$ 20,795.00	\$ 17,664.00
Interest @ 4%	\$ 10,200.00	\$ 832.00	\$ 707.00
Principal repaid	\$ 25,500.00	\$ 4,159.00	\$ 3,533.00
Interest and Principal for YR	\$ 35,700.00	\$ 4,991.00	\$ 4,240.00
Ending Principal	\$ 229,500.00	\$ 16,636.00	\$ 14,131.00
2012 Tax Levy			
Beginning Principal	\$ 229,500.00	\$ 16,636.00	\$ 14,131.00
Interest @ 4%	\$ 9,180.00	\$ 665.00	\$ 565.00
Principal repaid	\$ 25,500.00	\$ 4,159.00	\$ 3,533.00
Interest and Principal for YR	\$ 34,680.00	\$ 4,824.00	\$ 4,098.00
Ending Principal	\$ 204,000.00	\$ 12,477.00	\$ 10,598.00
2013 Tax Levy			
Beginning Principal	\$ 204,000.00	\$ 12,477.00	\$ 10,598.00
Interest @ 4%	\$ 8,160.00	\$ 499.00	\$ 424.00
Principal repaid	\$ 25,500.00	\$ 4,159.00	\$ 3,533.00
Interest and Principal for YR	\$ 33,660.00	\$ 4,658.00	\$ 3,957.00
Ending Principal	\$ 178,500.00	\$ 8,318.00	\$ 7,065.00
2014 Tax Levy			
Beginning Principal	\$ 178,500.00	\$ 8,318.00	\$ 7,065.00
Interest @ 4%	\$ 7,140.00	\$ 333.00	\$ 283.00
Principal repaid	\$ 25,500.00	\$ 4,159.00	\$ 3,533.00
Interest and Principal for YR	\$ 32,640.00	\$ 4,492.00	\$ 3,816.00
Ending Principal	\$ 153,000.00	\$ 4,159.00	\$ 3,532.00
2015 Tax Levy			
Beginning Principal	\$ 153,000.00	\$ 4,159.00	\$ 3,532.00
Interest @ 4%	\$ 6,120.00	\$ 166.00	\$ 141.00
Principal repaid	\$ 25,500.00	\$ 4,159.00	\$ 3,532.00
Interest and Principal for YR	\$ 31,620.00	\$ 4,325.00	\$ 3,673.00
Ending Principal	\$ 127,500.00	\$ -	\$ -

AN ORDINANCE LEVYING TAXES FOR THE YEAR 2015

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

WHEREAS, on December 2, 2014, the Council of the Village of Winnetka (“Village Council”) adopted Resolution No. R-34-2014, which budgeted \$32,680,584 to meet the expenses and liabilities of the Village for general corporate purposes, refuse collection and disposal, and retirement fund contributions for the fiscal year beginning January 1, 2015, and ending December 31, 2015; and

WHEREAS, pursuant to page 85 of the budget approved on December 2, 2014, the Village Council has made its preliminary estimate of the 2015 levy, estimating that it is necessary to raise Fourteen Million Four Hundred Twenty-Five Thousand Three Hundred Sixty-Nine Dollars (\$14,425,369) by taxation of taxable property within the Village for general corporate purposes, for refuse collection and disposal, and for retirement fund contributions for the fiscal year beginning January 1, 2015, and ending December 31, 2015; and

WHEREAS, at its October 19, 2015 meeting, the Village Council, upon evaluation of the proposed fiscal year 2016 annual budget, directed the staff to present a 2015 property tax levy for consideration at the December 1, 2015, Village Council meeting, said property tax levy to be in the amount of Fourteen Million Four Hundred Sixteen Thousand Nine Hundred Three Dollars (\$14,416,903), Eight Thousand Four Hundred Sixty Six Dollars (\$8,466) less than was estimated to be necessary to be raised by taxation of taxable property within the Village for general corporate purposes, for refuse collection and disposal, and for retirement fund contributions for the fiscal year beginning January 1, 2015, and ending December 31, 2015; and

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

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

SECTION 2: That in order to meet the expenses and liabilities of the Village of Winnetka for the fiscal year beginning January 1, 2015, and ending December 31, 2015, for general corporate purposes, for refuse collection and disposal, and for retirement fund contributions, there is hereby levied upon all of the taxable property within the corporate limits of the Village of Winnetka subject to taxation for the current year, as assessed and equalized for the year 2015, the sum of Fourteen Million Four Hundred Sixteen Thousand Nine Hundred Three Dollars (\$14,416,903), which is to be collected from the levy of the Village of Winnetka for the year 2015 for all purposes heretofore budgeted.

2015 TAX LEVY SUMMARY

	Amount Budgeted	Amount To Be Raised By Tax Levy
General Fund		
For General Corporate Purposes		
Public Affairs	\$ 299,950	\$ 123,096
Manager's Office	\$ 870,298	\$ 323,096
Finance Department	\$ 1,798,046	\$ 722,096
Police	\$ 6,804,746	\$ 3,858,096
Fire	\$ 5,338,270	\$ 2,458,096
Community Development	\$ 1,583,287	\$ -
Public Works	\$ 3,879,898	\$ 2,212,579
Capital Expenses	\$ 4,058,307	\$ 860,096
General Fund Transfers	\$ 1,249,996	\$ -
Totals for General Fund	\$ 25,882,798	\$ 10,557,155
For Refuse Collection and Disposal	\$ 2,476,786	\$ 1,100,000
Totals for Refuse Fund	\$ 2,476,786	\$ 1,100,000
For Retirement Fund Contributions		
For Police Pension Fund	\$ 2,100,500	\$ 1,308,146
For Fire Pension Fund	\$ 2,220,500	\$ 1,451,602
Totals for Retirement Fund Contributions	\$ 4,321,000	\$ 2,759,748
Total Amount Budgeted	\$ 32,680,584	
Total Amount of Levy		\$ 14,416,903

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Fourteen Million Four Hundred Sixteen Thousand Nine Hundred Three Dollars (\$14,416,903), which is the total amount the Village of Winnetka requires to be raised by taxation for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2015 on all properties subject to taxation within the Village of Winnetka, in accordance with the provisions of this Ordinance.

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

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

PASSED this 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 1st day of December, 2015.

Signed:

Village President

Countersigned:

Village Clerk

[Seal]

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2015.

Introduced: November 17, 2015

Passed and Approved:

**AN ORDINANCE
LEVYING TAXES FOR THE YEAR 2015
FOR VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS
SPECIAL SERVICE AREA NO. 3**

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

WHEREAS, Village of Winnetka Special Service Area No. 3 has been established pursuant to Ordinance M-6-2011, adopted by the Council of the Village of Winnetka (“Village Council”) on April 20, 2010, and Ordinance M-13-2010, adopted by the Village Council on July 20, 2010, to provide for certain special services within the territory described in said ordinances, such special services consisting of the construction of a storm sewer, the reconstruction and repaving of Trapp Lane, the construction of a cul-de-sac at the terminus of Trapp Lane and the construction of related appurtenances (“Special Services”), all in conjunction with the dedication of Trapp Lane as a public right of way; and

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

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

WHEREAS, the total term of repayment of the project costs for Special Service Area No. 3 is 10 years and the 2015 Tax Levy is for Year Five of Ten; and

WHEREAS, the Village Council have determined that the total amount to be raised by the levy of taxes on taxable property within Special Service Area No. 3 for the cost of providing such Special Services for the fiscal year beginning January 1, 2015, and ending December 31, 2015 is Thirty-One Thousand Six Hundred Twenty Dollars (\$31,620).

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

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

SECTION 2: That in order to meet the cost of providing the above-described Special Services within Special Service Area No. 3 for the fiscal year beginning January 1, 2015, and ending December 31, 2015, there is hereby levied upon all of the taxable property within Village of Winnetka Special Service Area No. 3 subject to taxation for the current year, as assessed and equalized for the year 2015, the sum of Thirty-One Thousand Six Hundred Twenty Dollars (\$31,620), which is to be collected from the levy of the Village of Winnetka for the year 2015 for the purposes heretofore budgeted.

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Thirty-One Thousand Six Hundred Twenty Dollars (\$31,620), which is the total amount the Village of Winnetka requires to be raised by taxation to meet the costs of Special Service Area No. 3 for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2015 on all properties subject to taxation within Village of Winnetka Special Service Area No. 3, in accordance with the provisions of this Ordinance.

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

SECTION 5: This Ordinance is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

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

PASSED this 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED this 1st day of December, 2015.

Signed:

Village President

Countersigned:

Village Clerk

[Seal]

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this ___ day of _____, 2015.

Introduced: November 17, 2015

Passed and Approved:

**AN ORDINANCE
LEVYING TAXES FOR THE YEAR 2015
FOR VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS
SPECIAL SERVICE AREA NO. 4**

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

WHEREAS, Village of Winnetka Special Service Area No. 4 has been established pursuant to Ordinance M-2-2011, adopted by the Council of the Village of Winnetka (“Village Council”) on April 26, 2011, and Ordinance M-13-2011, adopted by the Village Council on September 6, 2011, to provide for certain special services within the territory described in said ordinances, such special services consisting of the construction of a storm sewer and a new concrete alley, and the construction of related appurtenances (“Special Services”) in the single family residential area consisting of properties bounded by Elm Street, Oak Street, Locust Street, and Rosewood Avenue; and

WHEREAS, the Village Council have determined that, in the interest of the health, safety and welfare of the Village and its residents, it is appropriate to adopt an ordinance levying taxes within Special Service Area No. 4; and

WHEREAS, the construction of the improvements in Special Service Area No. 4 has been completed and the total project cost for the Special Services provided to Special Service Area No. 4 is Twenty Thousand Seven Hundred Ninety-Five Dollars (\$20,795.00); and

WHEREAS, the total term of repayment of the project costs for Special Service Area No. 4 is five years and the 2015 Tax Levy is for Year Five of Five; and

WHEREAS, the Village Council have determined that the total amount to be raised by the levy of taxes on taxable property within Special Service Area No. 4 for providing such Special Services for the fiscal year beginning January 1, 2015, and ending December 31, 2015 is Four Thousand Three Hundred Twenty-Five Dollars (\$4,325.00).

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

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

SECTION 2: That in order to meet the cost of providing the above-described Special Services within Special Service Area No. 4 for the fiscal year beginning January 1, 2015, and ending December 31, 2015, there is hereby levied upon all of the taxable property within Village of Winnetka Special Service Area No. 4 subject to taxation for the current year, as assessed and equalized for the year 2015, the sum of Four Thousand Three Hundred Twenty-Five Dollars (\$4,325.00), which is to be collected from the levy of the Village of Winnetka for the year 2015 for the purposes heretofore budgeted.

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Four Thousand Three Hundred Twenty-Five Dollars (\$4,325.00), which is the total amount the Village of Winnetka requires to be raised by taxation to meet the costs for Special Service Area No. 4 for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2015 on all properties subject to taxation within Village of Winnetka Special Service Area No. 4, in accordance with the provisions of this Ordinance.

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

SECTION 5: This Ordinance is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

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

PASSED this 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED this 1st day of December, 2015.

Signed:

Village President

Countersigned:

Village Clerk

[Seal]

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this ___ day of _____, 2015.

Introduced: November 17, 2015

Passed and Approved:

**AN ORDINANCE
LEVYING TAXES FOR THE YEAR 2015
FOR VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS
SPECIAL SERVICE AREA NO. 5**

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

WHEREAS, Village of Winnetka Special Service Area No. 5 has been established pursuant to Ordinance M-3-2011, adopted by the Council of the Village of Winnetka (“Village Council”) on April 26, 2011, and Ordinance M-14-2011, adopted by the Village Council on September 6, 2011, to provide for certain special services within the territory described in said ordinances, such special services consisting of the construction of a storm sewer and a new concrete alley, and the construction of related appurtenances (“Special Services”) in the single family residential area consisting of properties bounded by Elm Street, Oak Street, Glendale Avenue, and Rosewood Avenue; and

WHEREAS, the Village Council have determined that, in the interest of the health, safety and welfare of the Village and its residents, it is appropriate to adopt an ordinance levying taxes within Special Service Area No. 5; and

WHEREAS, the construction of the improvements in Special Service Area No. 5 has been completed and the total project cost for the Special Services provided to Special Service Area No. 5 is Seventeen Thousand Six Hundred Sixty-Four Dollars (\$17,664.00); and

WHEREAS, the total term of repayment of the project costs for Special Service Area No. 5 is five years and the 2015 Tax Levy is for Year Five of Five; and

WHEREAS, the Village Council have determined that the total amount to be raised by the levy of taxes on taxable property within Special Service Area No. 5 for the cost of providing such Special Services for the fiscal year beginning January 1, 2015, and ending December 31, 2015 is Three Thousand Six Hundred Seventy-Three Dollars (\$3,673.00).

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

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

SECTION 2: That in order to meet the cost of providing the above-described Special Services within Special Service Area No. 5 for the fiscal year beginning January 1, 2015, and ending December 31, 2015, there is hereby levied upon all of the taxable property within Village of Winnetka Special Service Area No. 5 subject to taxation for the current year, as assessed and equalized for the year 2015, Three Thousand Six Hundred Seventy-Three Dollars (\$3,673.00), which is to be collected from the levy of the Village of Winnetka for the year 2015 for the purposes heretofore budgeted.

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Three Thousand Six Hundred Seventy-Three Dollars (\$3,673.00), which is the total amount the Village of Winnetka requires to be raised by taxation to meet the costs of Special Service Area No. 5 for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2015 on all properties subject to taxation within Village of Winnetka Special Service Area No. 5, in accordance with the provisions of this Ordinance.

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

SECTION 5: This Ordinance is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

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

PASSED this 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED this 1st day of December, 2015.

Signed:

Village President

Countersigned:

Village Clerk

[Seal]

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this ____ day of _____, 2015.

Introduced: November 17, 2015

Passed and Approved:

**AN ORDINANCE
ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2015
TO PAY THE PRINCIPAL OF AND INTEREST ON
\$9,000,000 GENERAL OBLIGATION BONDS, SERIES 2013,
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS**

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

WHEREAS, the Council of the Village of Winnetka, Cook County, Illinois (the “Village Council”), by Ordinance Number M-15-2013, adopted on the 5th day of November, 2013 (the “Ordinance”), did provide for the issue of \$9,000,000 General Obligation Bonds, Series 2013 (the “Bonds”), for the financing of certain improvements to the stormwater system of the Village and for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village has deposited sufficient funds in the appropriate fund pursuant to the Ordinance, for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2015; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated.

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

SECTION 1: Abatement of Tax. The tax heretofore levied for the year 2015 of Nine Hundred Seventy-Eight Thousand Five-Hundred Fifty Dollars (\$978,550.00) in Ordinance Number M-15-2013 to pay the principal of and interest on \$9,000,000 General Obligation Bonds, Series 2013, of the Village of Winnetka, Cook County, Illinois, is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2015 in accordance with the provisions hereof.

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

[Remainder of this page intentionally left blank.]

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

PASSED this 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 1st day of December, 2015.

Signed:

Village President

Countersigned:

Village Clerk

[Seal]

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this ____ day of _____, 2015.

Introduced: November 17, 2015

Passed and Approved:

**AN ORDINANCE
ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2015
TO PAY THE PRINCIPAL OF AND INTEREST ON
\$7,500,000 GENERAL OBLIGATION BONDS, SERIES 2014,
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS**

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

WHEREAS, the Council of the Village of Winnetka, Cook County, Illinois (the “Village Council”), by Ordinance Number M-16-2013, adopted on the 3rd day of December, 2013 (the “Ordinance”), did provide for the issue of \$7,500,000 General Obligation Bonds, Series 2014 (the “Bonds”), for the financing of certain improvements to the stormwater system of the Village and for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village has deposited sufficient funds in the appropriate fund pursuant to the Ordinance, for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2015; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated.

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

SECTION 1: Abatement of Tax. The tax heretofore levied for the year 2015 of Three Hundred Forty-Five Thousand One-Hundred Dollars (\$345,100.00) in Ordinance Number M-16-2013 to pay the interest on \$7,500,000 General Obligation Bonds, Series 2014, of the Village of Winnetka, Cook County, Illinois, is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2015 in accordance with the provisions hereof.

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

[Remainder of this page intentionally left blank.]

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

PASSED this 1st day of December, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 1st day of December, 2015.

Signed:

Village President

Countersigned:

Village Clerk

[Seal]

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this day of _____, 2015.

Introduced: November 17, 2015

Passed and Approved:



Agenda Item Executive Summary

Title: Ordinance No. M-25-2015: Special Use Permit for Architectural Office in C-2 Retail Overlay District, 523 Chestnut Street (Introduction/Adoption)

Presenter: Michael D'Onofrio, Director of Community Development

Agenda Date:

12/01/2015

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Consent:

YES

NO

Item History:

None

Executive Summary:

The petitioner, Gary Frank, has applied for a Special Use Permit to locate an architectural office within an existing vacant ground floor commercial space at 523 Chestnut Street. Under the "C-2 General Retail Commercial Zoning District", the proposed use is classified as a "Professional Office" and is subject to review and approval under the Village's Special Use Permit process.

The applicant proposes to occupy a vacant ground floor space measuring 561 square feet in area, which was previously occupied by a beauty salon (Rosemary Shugar Salon). The applicant currently maintains offices in the adjacent building to the north, located on the second floor above "Bliss Salon" at the corner of Elm and Chestnut Street.

On-site parking is not available at this location; however, the applicant cites the availability of public parking across Chestnut Street to the west. Due to the limited number of employees, the customarily required parking study has been waived by the Village.

In April 2015, the Village Council adopted Ordinance No. MC-3-2015, which amended the Village Zoning Code to streamline the zoning approval process for Special Use Permits within C-2 Retail Overlay District. Under revised procedures, such requests no longer require an appearance before both the ZBA and Plan Commission, with such requests resting solely with the Plan Commission.

On October 21, 2015, the Plan Commission voted 8-1 to find the application consistent with the eleven (11) standards for approval of such uses.

Recommendation:

Consider introduction of Ordinance No. M-25-2015, granting a Special Use Permit for H. Gary Frank Architects to locate within the C-2 Retail Overlay District, at 523 Chestnut Street.

Or

Consider waiving introduction of Ordinance No. M-25-2015 (waiving introduction requires a unanimous vote) and adoption, granting a Special Use Permit for H. Gary Frank Architects to locate within the C-2 Retail Overlay District at 523 Chestnut Street.

Attachments:

- 1) Agenda Report
- 2) Attachment A – Ordinance No. M-25-2015
- 3) Attachment B – Draft Minutes – October 21, 2015 Plan Commission meeting
- 4) Attachment C – Application materials

AGENDA REPORT

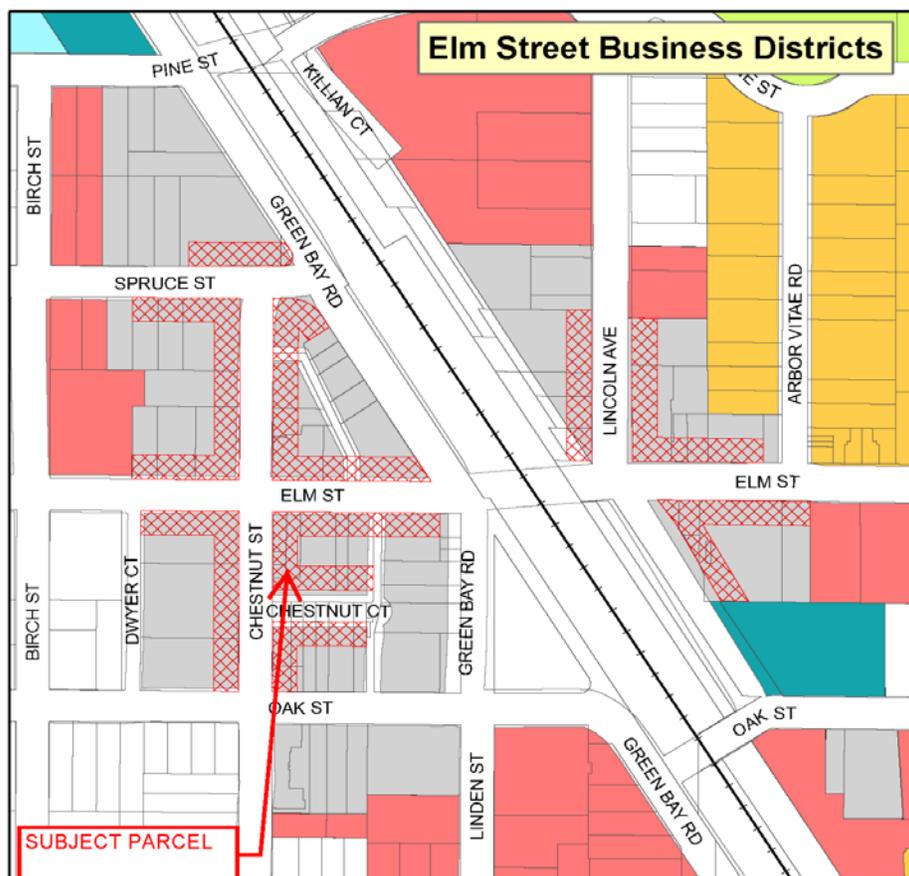
SUBJECT: Ordinance M-25-2015: Special Use Permit for professional office to be located within C-2 Retail Overlay District, 523 Chestnut Street

PREPARED BY: Brian Norkus, Assistant Director of Community Development

DATE: November 18, 2015

Ordinance M-25-2015 grants a Special Use Permit to allow the establishment of an architectural office within an existing vacant ground floor commercial space at 523 Chestnut Street. Under the *C-2 General Retail Commercial Zoning District*, the proposed use is identified as a “*Professional Office*”, and is subject to review and approval under the Village’s Special Use Permit process.

The applicant proposes to occupy a vacant ground floor space measuring 561 square feet in area, previously occupied by a beauty salon (Rosemary Shugar Salon). The applicant currently maintains offices in the adjacent building to the north, located on the second floor above “Bliss Salon” at the corner of Elm and Chestnut Street.



On-site parking is not available at this location; however, the applicant cites the availability of public parking across Chestnut Street to the west. Due to the limited number of employees, the customarily required parking study has been waived by the Village.

Recommendation of Advisory Board

In April 2015 the Village Council adopted Ordinance MC-3-2015, which amended the Village Zoning Code to streamline the zoning approval process for Special Use Permits within the C-2 Retail Overlay District. Under revised procedures, such requests no longer require an appearance before both the ZBA and Plan Commission, with such requests resting solely with the Plan Commission.

On October 21, 2015, the Plan Commission voted 8-1 to find the application consistent with the eleven (11) standards for approval of such uses. A copy of the Plan Commission's draft meeting minutes is included as *Attachment B*.

Recommendation:

Consider introduction of Ordinance M-25-2015 granting a Special Use Permit for H. Gary Frank Architects to locate within the C-2 Retail Overlay District at 523 Chestnut Street.

Or

Consider waiving introduction of Ordinance M-25-2015 (waiving introduction requires a unanimous vote) and consider adoption, granting a Special Use Permit for H. Gary Frank Architects to locate within the C-2 Retail Overlay District at 523 Chestnut Street.

Exhibits

Attachment A – Ordinance M-25-2015

Attachment B – Draft Minutes – October 21, 2015 Plan Commission meeting

Attachment C – Application materials

ATTACHMENT A

ORDINANCE NO. M-25-2015

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A PROFESSIONAL OFFICE
WITHIN THE C-2 RETAIL OVERLAY DISTRICT OF THE VILLAGE
(523 Chestnut Street)

WHEREAS, H. Gary Frank Architects ("*Applicant*") is the lessee of the property commonly known as 523 Chestnut Street, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, Forte Real Estate, LLC ("*Owner*"), is the record title owner of the Subject Property; and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District and the C-2 Retail Overlay District of the Village (collectively, "*C-2 Retail Overlay District*"); and

WHEREAS, the Applicant desires to operate a professional office for an architecture business at the Subject Property; and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), the operation of a professional office, including for an architecture practice, is not permitted within the C-2 Retail Overlay District without a special use permit; and

WHEREAS, on August 26, 2015, the Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the of the Zoning Ordinance to allow the operation of a professional office for use as an architecture practice at the Subject Property ("*Special Use Permit*"); and

WHEREAS, the Owner of the Subject Property has consented to the application for the Special Use Permit filed by the Applicant; and

WHEREAS, on October 21, 2015, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of 8 in favor and 1 opposed, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit for the operation of a professional office for use as an architecture practice at the Subject Property satisfies the standards for the approval of special use permits within the C-2 Retail Overlay District set forth in Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and is in the best interest of the Village and its residents;

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

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

ATTACHMENT A

SECTION 2: SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers of the Village, to allow the establishment and operation of a professional office for use as an architecture practice by the Applicant at the Subject Property within the C-2 Retail Overlay District.

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

- A. **Commencement of Operation.** The Applicant must commence operation of the proposed professional office no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. **Compliance with Plans.** The development, use, and maintenance of the professional office at the Subject Property must be in strict accordance with the Floor Plan submitted by the Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, except for minor changes and site work approved by the Director of Community Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the Special Use Permit granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by

ATTACHMENT A

ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Special Use Permit granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the Special Use Permit granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7: EFFECTIVE DATE.

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

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

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

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT A

PASSED this ____ day of _____, 2015, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2015.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2015.

Introduced: December 1, 2015

Passed and Approved: _____, 2015

ATTACHMENT A

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

The North 111 feet of the west 27 feet of Lot 1 in Wilson and Dale's Subdivision of the North half of Block 26 in Winnetka, being Charles E. Peck's Subdivision of the northeast quarter of Section 20 and the north half of fractional Section 21, all in Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 523 Chestnut Street, Winnetka, Illinois.

ATTACHMENT A

EXHIBIT B

FLOOR PLAN

(SEE SHEET A-3 OF ATTACHEMENT C)

ATTACHMENT A

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, H. Gary Frank Architects ("**Applicant**") desires to operate a professional office for use an architecture practice located at 523 Chestnut Street in the Village ("**Subject Property**"); and

WHEREAS, Forte Real Estate, LLC ("**Owner**"), is the record title owner of the Subject Property and consents to the operation of a professional office for use as an architectural practice by Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-25-2015, adopted by the Village Council on _____, 2015 ("**Ordinance**"), grants a special use permit to the Applicant for the operation of a professional office for use as an architectural practice at the Subject Property within the C-2 Retail Overlay District of the Village; and

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

NOW, THEREFORE, the Applicant and the Owner do hereby agree and covenant as follows:

1. The Applicant and the Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant and the Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant and the Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant or the Owner against damage or injury of any kind and at any time.

ATTACHMENT A

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

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

Dated: _____, 2015

ATTEST:

H. GARY FRANK ARCHITECTS

By: _____
Its: _____

By: _____
Its: _____

ATTEST

FORTE REAL ESTATE, LLC

By: _____
Its: _____

By: _____
Its: _____

WINNETKA PLAN COMMISSION
MEETING MINUTES
OCTOBER 21, 2015

Members Present: John Golan, Acting Chairman
Mamie Case
Jack Coladarci
Dana Fattore Crumley
Louise Holland
Keta McCarthy
Jeanne Morette
John Thomas

Non-voting Members Present: Carol Fessler

Members Absent: Caryn Rosen Adelman
Chris Blum
Tina Dalman
Paul Golan

Village Staff: Brian Norkus, Assistant Director of Community
Development

Call to Order:

DRAFT

The meeting was called to order by Chairman Golan at 7:30 p.m.

Chairman Golan asked if there were any comments or corrections to be made to the August 26, 2015 meeting minutes. He noted the correction of Ms. McCarthy's name throughout the minutes.

Ms. McCarthy stated that she gave Mr. Norkus a non-substantive change to be made to the minutes.

A motion was made and seconded to approve the Plan Commission meeting minutes from August 26, 2015, as amended. The meeting minutes were unanimously approved.

Chairman Golan referred to the fact that the Commission did not have the September 2015 meeting minutes yet.

Mr. Norkus stated that is because of the compressed meeting schedule and that there would likely be two sets of minutes for approval at the next meeting.

**Consideration of Request for Special Use Permit Request by
H. Gary Frank Architects, to Permit an Office Use on the
Ground Floor of the C-2 Retail Overlay District at 523 Chestnut Street**

Chairman Golan asked Mr. Norkus to provide a brief description of the request.

Mr. Norkus stated that he assumed that the Commission members have reviewed the materials in the agenda packet and that he would provide a bit of background for the audience members who are present. He stated that with regard to the application for special use permit at 523 Chestnut, he noted that the space is located south of Elm Street on the east side of Chestnut. Mr. Norkus then referred the Commission to page 2 of the agenda packet which showed the location of the proposed use within the boundaries of the C-2 retail overlay district with the location of the overlay district highlighted in a red, crosshatch pattern.

Mr. Norkus informed the Commission that the space was previously occupied by a beauty salon and that the agenda materials say that the space has been vacant for approximately one year. He stated that the space measured 561 square feet. Mr. Norkus then stated that due to the limited number of employees that would be occupying this office space, the Village staff has waived the otherwise customary parking study and that it was determined to not be necessary for a use of this scale.

Mr. Norkus stated that this matter is subject as all special use permits are to final approval by the Village Council and that the Commission is to make a recommendation to the Village Council based on the 11 standards which are outlined in the agenda materials. He noted that the applicant's written materials address those 11 standards for the granting of the special use permit and pointed out that standards numbered #7-#11 are specific to those applications such as this one when the special use involves a nonretail use within the retail overlay district. Mr. Norkus then asked the Commission if they had any questions or if they would rather wait until after the applicant's presentation.

Chairman Golan stated that before the applicant made their presentation, the Commission would swear in those that would be speaking on this matter.

Gary Frank introduced himself to the Commission as an architect in the Village whose work included the paddle hut, the Nielsen Tennis Center and that he was the chairman of the DRB for many years which gave him a unique perspective on the boards in the Village. He began by stating that the special use they are asking for is to take over the former Rosemary Shugar space on the first floor. Mr. Frank stated that they left approximately one year ago for a number of reasons. He indicated that the business may have still been here if Rosemary had not moved to Arizona for other reasons. Mr. Frank also stated that Josh Braun is present who is the owner of the building and that he can answer any questions the Commission may have with regard to the rentability and viability of the space.

Mr. Frank stated that the space measured 561 square feet of which only 425 square feet is usable office space. He informed the Commission that he is located upstairs at 525 Chestnut which is larger than the proposed space on the first floor. Mr. Frank then referred the Commission to the

floor plan which he identified as Sheet A-3 in the packet of materials. He then stated that he has a small residential architectural practice and that he has two to three architect employees.

Mr. Frank then stated that he assumed that everyone is familiar with the space and what is interesting about the space is that it is the only retail space on that block. He referred to the hair salon which occupied the space on the corner. Mr. Frank then identified the entrance to his space on an illustration for the Commission as well as the entrance for a business above Rosemary Shugar. He also identified Good Grapes on the illustration which is located near Chestnut Court.

Mr. Frank stated that as far as identifying additional traffic in terms of pedestrian traffic, it did not exist when compared to other retail areas. He then stated that he understood that if he was asking to move into a retail space where there were several other retailers on the block, which would not happen here. Mr. Frank stated that he would now ask Mr. Braun to go through the viability and rentability and how many individuals have come to him to rent the space.

Mr. Frank responded to a question as to why he wanted to be located on the first floor and stated that it would help his business be identified a little bit better as opposed to being upstairs as well as the fact that it is a great space with great viewing and great light. He informed the Commission that he did not necessarily need all the space that he has upstairs. Mr. Frank also stated that there is a basement in the building which measured approximately the same size as the retail space at 560 square feet. He then stated that it is a 7 foot basement which would be used for storage, printers and drawings and that it is an unusable space.

A Commission member asked if his clients come to his space.

Mr. Frank responded very often, he would have clients come in to meet with him and go through their design drawings as well as contractors who come in. He stated that there are always people stopping by for a variety of reasons. Mr. Frank then stated that they always use Peet's or Starbucks for meetings. He also stated that he has clients who come to the Village from Glenview, Deerfield, etc.

Ms. Holland stated that Mr. Frank has worked in the Village for a number of years and has built beautiful homes and commercial buildings. She also stated that he is very acquainted with the retail overlay district. Ms. Holland then stated that she disagreed with Mr. Frank's comment that there is no other retail establishment on the block and that there is a very busy beauty parlor and the new Good Grapes store to the south. Ms. Holland also stated that she hoped that the post office site will be redeveloped and that this may be a very busy retail-commercial area. She then stated that she could not see breaking that wall of two retail businesses even though their entrances are on Elm and Moffat Court, they still contribute to the pedestrian traffic going back and forth. Ms. Holland stated that to have an office in the middle would take away. She stated that she is a great proponent of the retail overlay district and that she reviewed Mr. Norkus' list of retail overlay requests which have been made within the last ten years. She noted that only two of them do not pay sales tax and that there are three of them which are 50 feet back from the sidewalk. Ms. Holland then stated that the Spanish school was an interior space and that the fire department would not allow a school without windows.

Ms. Holland then referred to the most recent one, Yogi Bear on Lincoln Avenue, which pays sales tax as well as the clothing consignment shop which pays sales tax. She reiterated that in ten years, there have only been two offices that do not pay sales tax and that both of them are on Lincoln Avenue. Ms. Holland stated that there are spaces in the Village for offices on the second floor and referred to the north area of Lincoln Avenue which is not in the retail overlay district as well as all of Indian Hill which is also not in the retail overlay district. She then stated that it is her feeling that there are other locations rather than the Rosemary Shugar space.

Chairman Golan asked if there were any other comments. He then asked Mr. Braun if he wanted to make any comments.

Josh Braun introduced himself to the Commission and informed the Commission that his family has owned the building for approximately nine years and have been residents of the Village for over 20 years. He also stated that they own the building at 906-908 Green Bay Road and that his family was responsible for redeveloping both buildings.

Mr. Braun then stated that Mr. Frank has been a staple in the Village for a very long time and has done some amazing work. He stated that he realized that the retail overlay district is a very important aspect of what the Village has and that it is worth it as a property owner to keep in mind that the Village is fluid and that the way that people do business has changed. Mr. Braun stated that they have had that space available for a year and that he can count on one hand the number of phone calls he received with regard to that space.

Mr. Braun informed the Commission that they had the space listed with Steve Hirsch who had no luck. He then stated that he found out that the space next to the toy store is still vacant. Mr. Braun stated that he thought that it is important to having a vibrant downtown and that having vacant stores does not look nice. He then stated that Mr. Frank would be putting up his work in the window which would look nice and that having people walk by and see an active space, that is what people want to see as opposed to vacant space and "For Rent" signs in the window.

Mr. Braun then referred to Benvenuti & Stein and stated that although they sell cabinets, that is not really a whole lot different and that it is important for Winnetka to have a healthy mix of businesses and uses. He noted that Conlon just got a special use permit and that they are a broker. Mr. Braun urged the Commission to keep in mind that this would help the downtown area be a vibrant space and keep it looking nice for the foot traffic that is created there.

A Commission member asked if Rosemary Shugar was in the space for a year before they left.

Mr. Braun responded that they occupied the space for five years and that Rosemary Shugar had health issues which is why she moved to Arizona. He also stated that it is important to keep in mind is that there are a lot of businesses which were here when he was small which are no longer here. Mr. Braun reiterated that it is important to note that the way business occurred around them is changing and having a different mix of uses would serve to bring people downtown. He informed the Commission that he spoke to many building owners in Winnetka who spoke with different people at different times in the Village and that they use different businesses which bring people to the Village who go and use other services.

Mr. Frank suggested that the Commission also keep in mind that the space is only 450 square feet and that they are not talking about a 25 foot x 75 foot space and that the space is a small space for which Mr. Braun has had one inquiry. He stated that he is here to advocate that he would like to take over the space which is only 450 square feet. Mr. Frank then stated that if it was a larger space, he would agree that you probably would not want to put a real estate office there. He reiterated that it is a very unique, small space and that you have to weigh that factor versus having a piece of paper in the window similar to the way in which many other spaces sit today.

Ms. McCarthy asked if the applicant could recall who occupied the space before Rosemary Shugar and for how long.

Mr. Braun responded that Martha Turner who owned S'Agaro was in the space and that she consolidated her two stores. He also stated that Sterns Camera had been there as well as a beauty salon.

Ms. McCarthy then referred to the new Good Grapes space.

Mr. Braun stated that space had been vacant for a very long time.

Ms. McCarthy also referred to Lakeside and that going the other way, Frances Heffernan is in that block as well as Citibank, then Lakeside and then a bank.

Chairman Golan asked if there were any other questions.

Ms. Holland described the area as the State and Madison of downtown Winnetka and that it is a critical corner.

Mr. Golan asked Mr. Frank how many people came to his office in the course of a week.

Mr. Frank responded between three to five people per week depending on where they are on various projects.

Chairman Golan asked if there were any other questions from the Commission. No additional questions were raised by the Commission at this time. He then asked if there were any comments from the audience. No comments were made from the audience at this time.

Ms. McCarthy stated that she had a concern and that she understands Mr. Frank and that he does beautiful work and where it would make sense for him to move downstairs with people on the street walking by. She also stated that she could see where the space should be rented and that they do not want to have empty space. Ms. McCarthy then stated that she had a concern with regard to the retail aspect downtown and that she would like to hear the others' comments.

Mr. Thomas stated that he understood the business of needing retailers in retail space in first floor retail space. He then stated that this space is very small and that if it was going to be rented, it would have been. Mr. Thomas stated that he would rather have Mr. Frank and a nice clean

architectural office as opposed to a big gaping hole like there is now.

Mr. Coladarci stated that everything that Mr. Frank said is true and that everything Ms. Holland said is also true. He stated that the space is small and that would go to answer some of the questions or problems that people make about finding space in Winnetka that is affordable. Mr. Coladarci then stated that if there was a small business that wanted to start out in Winnetka, there could be a small space that they could rent. He then stated that the fact that it has had tenants in the past indicates that it is a space that can be used by retail. Mr. Coladarci also stated that if they do get the post office site developed, that would be a big retail area and that space could become more popular.

Mr. Coladarci then stated that there is nothing wrong with a good architectural business being there but that he would rather see retail there. He also stated that he did not want to say that he is against the proposal and commented that it is a very difficult one to divide.

Mr. Frank suggested that the Commission keep in mind that the retail that was there was S'Agaro Shoes and that as part of their business, they had a little jewelry section. He stated that it was not as if there were separate businesses there. Mr. Frank added that he did not plan on occupying the space until he is 75 when asked that question.

Chairman Golan stated that this is an issue that they can talk about all night and that while this is a service business, they all wish that lots of retail businesses wanted to come into the community and referred to T.L. Fritz which is closing.

Mr. Frank stated that Arthur Braun who is also a former Village Council member would like to speak.

Arthur Braun, 850 Bell Lane, introduced himself to the Commission and stated that he has listened to the comments made. He then stated that as has been pointed out, the space is very small and has been up for rent for a year and that no one wanted to rent the space. Mr. Braun stated that there are other vacant spaces in Winnetka and that it is very important that they take into account what Ms. Holland stated as being in the retail overlay district. He stated that he understood that and her commitment to that. Mr. Braun stated that they also have to look at the situation of what is there today and what might be there in the next few years. He stated that the Village Council is looking to do a master plan which will take some time to be developed and that the Commission would be a major part of that. Mr. Braun then stated that the master plan will involve the post office site and that they have to recognize that it is going to take a number of years before the post office site is developed. He stated that the problem is that they have a situation here today. Mr. Braun stated that Mr. Frank occupied the space already upstairs and is a recognized architect as opposed to bringing in someone unknown. He also stated that the space can continue to be vacant for a much longer period of time but that in this particular situation, it would make a lot of sense to have a recognized individual be in that space. Mr. Braun asked the Commission to indulge and provide a special use permit and that it was created specifically for situations like this.

Chairman Golan asked if there were any other comments.

Ms. McCarthy stated that Benvenuti & Stein or another architectural firm in Hubbard Woods and asked if they sold cabinets. She noted that they do have a Wilmette showroom.

Mr. Norkus informed the Commission that Benvenuti & Stein was approved as one of the permitted uses within the commercial zoning district as a cabinet shop which was the major component of that business. He also referred to Celeste Robbins as occupied space formerly by Leoleno, a children's furniture, clothing and toy store. Mr. Norkus then stated that Robbins Architecture is similar to an interior designer and that architectural practice also does custom furniture. He identified that as the break between service uses and retail uses that the zoning code allowed which allowed certain offices if they sell retail products or merchandise to be located in that district.

Chairman Golan asked if there were any other comments. No additional comments were made at this time. He then stated that as he looked at the 11 criteria that the Commission is supposed to address, he asked if anyone had any specific criteria here that they are concerned that the request did not meet.

Ms. Holland referred to criteria no. 2 mainly based on the answer given by the applicant that there are no other retail establishments or any other businesses on this side of the block. She stated that she disagreed with that assessment and noted that she has known Mr. Frank and Arthur Braun for a long time. Ms. Holland stated that she drove downtown Saturday and that there were a lot of people and that an office is dark and would cut up retail spaces which she commented is not what you want to achieve in a vibrant retail community. She added that you do not want have a funeral home in the middle of a shopping district.

Chairman Golan described Ms. Holland's comments as harsh and referred to the use and enjoyment of other properties and suggested that maybe Ms. Holland is concerned since there are two other businesses whose entrances are not on Chestnut but which do have frontage on Chestnut.

Mr. Frank stated that to him, if they were to look on Elm Street, there is Koenig & Strey, the pet store and Ellen's. He stated that when he thought about retail space and traffic, on that block, people are walking into those spaces and that on this particular block, he described it as a pass through.

Ms. Holland then stated that Koenig & Strey is located where Carson Pirie Scott was which gave rise to the overlay district which is why Winnetka adopted this ordinance.

Chairman Golan stated that he assumed that Mr. Frank would leave lights on at night so that it would not look like a blank wall in the Village and for it look like a part of the hopefully vibrant downtown business district.

Mr. Frank agreed that is correct.

A Commission member stated that Rosemary Shugar had a desk and retail space and that he went into the store a lot and there was only one person sitting in the window the entire time. He then stated that Mr. Frank is claiming to have more people than one person and that in all fairness, they

would be trading the view of what they have had there which would not change that drastically. He then stated that with her having only one or two customers, the store would look the same as what Mr. Frank is proposing. He also stated that from a historical standpoint, there used to be shutters in the windows and that you could not see into the facility. He then stated that the store has only continued to improve as you look at it.

Chairman Golan asked the Commission if they had any other concerns in connection with the standards.

Ms. McCarthy asked for clarification with regard to standard no. 8.

Mr. Norkus stated that standard related to proposed street frontages providing access to or visibility for one or more special uses which shall provide for a minimal interruption in the existing and potential continuity and concentration of retail uses of a comparison shopping nature.

Mr. Thomas stated that he respectfully disagreed with several people and that he walked in the area the other day and that he did not see any retail wall there at all.

Chairman Golan then asked for a motion.

Mr. Thomas moved to recommend approval of the request for a special use permit to be located in the retail overlay district at 523 Chestnut Street as in the proposal of October 15, 2015. The motion was seconded. A vote was taken and the motion passed 8 to 1.

AYES:	Case, Coladarci, Crumley, Golan, McCarthy, Morette, Thomas
NAYS:	Holland
NON-VOTING:	Fessler

Consideration of Proposed Subdivision of 5 Indian Hill Road

Chairman Golan stated that he would like to request that when they do have public comment, it would be limited to five minutes or less in order to move the process along. He then asked Mr. Norkus to provide an overview.

Mr. Norkus stated that the proposed subdivision of the existing property located at 5 Indian Hill is proposing to take a lot which is just shy of two acres and 85,290 square feet and divide it into two lots measuring 38,700 square feet approximately and 46,600 square feet approximately on the larger lot. He noted that the parcel is located in the R-2 zoning district which is the second largest lot classification within the Village. Mr. Norkus then stated that the R-2 district required a minimum lot size of 25,200 square feet for corner lots such as the west lot which is proposed here and a slightly smaller lot area of 24,000 square feet for other interior lots which would be the lot to the east.

Mr. Norkus informed the Commission that both lots as proposed do comply with these minimum lot area standards however the proposed subdivision is nonconforming in connection with other

Attachment C

O. _____

APPLICATION FOR SPECIAL USE

Name of Applicant H. Gary Frank Architects

Property Address 523 Elm Street

Home and Work Telephone Number 847-501-4212

Fax and Email gary@hgaryfrankarchitects.com

Architect Information: Name, Address, Telephone, Fax & Email

same as above

Attorney Information: Name, Address, Telephone, Fax & Email

NA

Date Property Acquired by Owner 2005

Nature of Any Restrictions on Property _____

Explanation of Special Use Requested _____

H. Gary Frank Architects would like to take over the former Rosemary Sugar
-space.

OFFICE USE ONLY

Special Use Requested under Ordinance Section(s) _____

Staff Contact: _____ Date: _____

Explain in detail how the proposed Special Use meets the following standard. Under the terms of the Zoning Ordinance, no Special Use Permit shall be granted unless it is found:

1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. That the establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided; and
6. That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes.

Respectfully Submitted,

Josh Braun, A and G Properties

Property Owner

August 4, 2015

Date

800 Custer Ave # 2, Evanston, IL 60202

Address

Special Use Permit requests for certain non-retail occupancies

Any application to establish a Special Use listed in Section 17.46.010 Table of Uses to be located on the ground floor in the C-2 Overlay District must establish in detail how the proposed occupancy and its operation will be in compliance with the following standards:

1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. That the establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
6. That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;
7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses of a comparison shopping nature;
8. Proposed street frontages providing access to or visibility for one or more special uses shall provide for a minimum interruption in the existing and potential continuity and concentration of retail uses of a comparison shopping nature;
9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses of a comparison shipping nature;
10. If a project or building has, proposes or contemplates a mix of retail, office and service-type uses, and the retail portions of the project or building shall be located adjacent to the sidewalk. The minimum frontage for each retail use adjacent to the sidewalk shall be twenty (20) feet with a minimum gross floor area of four hundred (400) square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation;
11. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses of a comparison shopping nature.

SPECIAL USE PERMIT APPLICATION

Name of Applicant: H. Gary Frank Architects
Property Address: 523 Chestnut
Telephone: 847-501-4212
Email: gary@hgaryfrankarchitects.com

H. Gary Frank Architects is a residential Architectural firm. Although other work includes The Winnetka Paddle Hut and The A.C. Nielsen Tennis center addition. Gary has chaired the DRB and has an understanding and perspective of the village, the building owners and the business owners.

Explanation of Special Use Requested

H. Gary Frank Architects would like to take over the former Rosemary Sugar space. The space is a small 561 sq/ft of which only 425sq/ft is useable.

Although the space is at street level, it is unique and too small for any typical retailer. Rosemary Sugar left the space a year ago and the space has been for rent since.

There are no other retail establishments on the block. The block consists of the windows for "Bliss Hair Salon", the entry is on the corner of Elm and Chestnut, a door to second floor office space, The Rosemary Sugar space and windows for "Good Grapes". The entry for Good Grapes is on Chestnut Ct.

The block is not a retail destination and having H. Gary Frank Architects would be a perfect fit for this unique space.

Special Use Permit requests for certain non-retail occupancies

Any application to establish a Special Use listed in Section 17.44.020.B of the C-2 zoning district designated by an asterisk, to be located on the ground floor in the C-2 Overlay District must establish in detail how the proposed occupancy and its operation will be in compliance with the following standards:

- 1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;**

The architect's office maintains the highest integrity and does not endanger the public health, safety, comfort, morals, or general welfare of our community.

- 2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;**

There are no other retail establishments or any other businesses on this side of the block. The Post Office and parking lot is on the other side. Having an Architects office in this space would not affect any of the above concerns.

- 3. That the establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;**

The office will not impede any development since there are not any other retail entrances on this block.

- 4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;**

The ingress and egress into the space will remain unchanged and it will not affect pedestrian or vehicular traffic or congestion.

- 5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;**

The architects office maintains all of the above.

- 6. That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes.**

Other than the space, used as an Architects office, all regulations and applicable ordinances and codes will be adhered to.

- 7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses of a comparison shopping nature.**

The street frontage will remain unchanged maintaining the character of the existing area. The awnings will remain which also maintains the character of the neighborhood.

8. Proposed street frontages providing access to or visibility for one or more special uses shall provide for a minimum interruption in the existing and potential continuity and concentration of retail uses of a comparison shopping nature.

The front entry and façade will remain unchanged. In fact there are no other retail establishments on this block and will therefore not change or affect any other retail uses.

9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses of a comparison shopping nature.

The window signage would be simple and kept to a minimum.

10. If a project or building has, proposes or contemplates a mix of retail, office and service-type uses, the retail portions of the project or building shall be located adjacent to the sidewalk. The minimum frontage for each retail use adjacent to the sidewalk shall be twenty (20) feet with a minimum gross floor area of four hundred (400) square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation.

Not applicable

11. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses of a comparison shopping nature;

Our office currently uses use's two or three "A" lot spaces and will not require any additional spaces, and we don't use any of the retail spaces.

H. GARY FRANK ARCHITECTS OFFICE

523 CHESTNUT WINNETKA, ILLINOIS

H. GARY FRANK ARCHITECTS AIA. LTD

525 Chestnut Street Winnetka, IL 60093

Office: 847.501.4212

contact@hgaryfrankarchitects.com

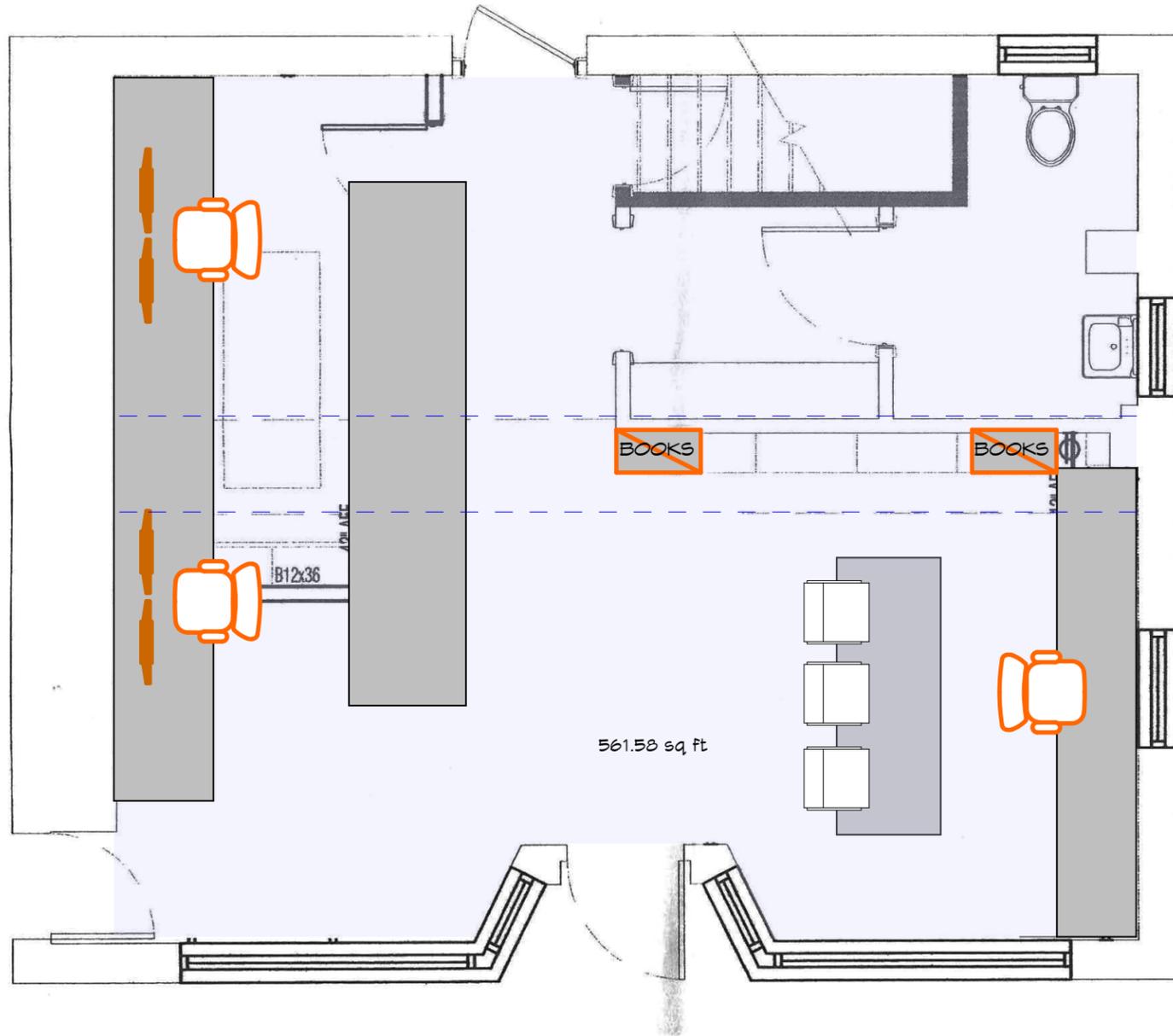
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1

1ST FLOOR PLAN

1/4" = 1'-0"



SPECIAL USE PERMIT
080315

H. GARY FRANK ARCHITECTS OFFICE

523 CHESTNUT WINNETKA, ILLINOIS

H. GARY FRANK ARCHITECTS AIA. LTD

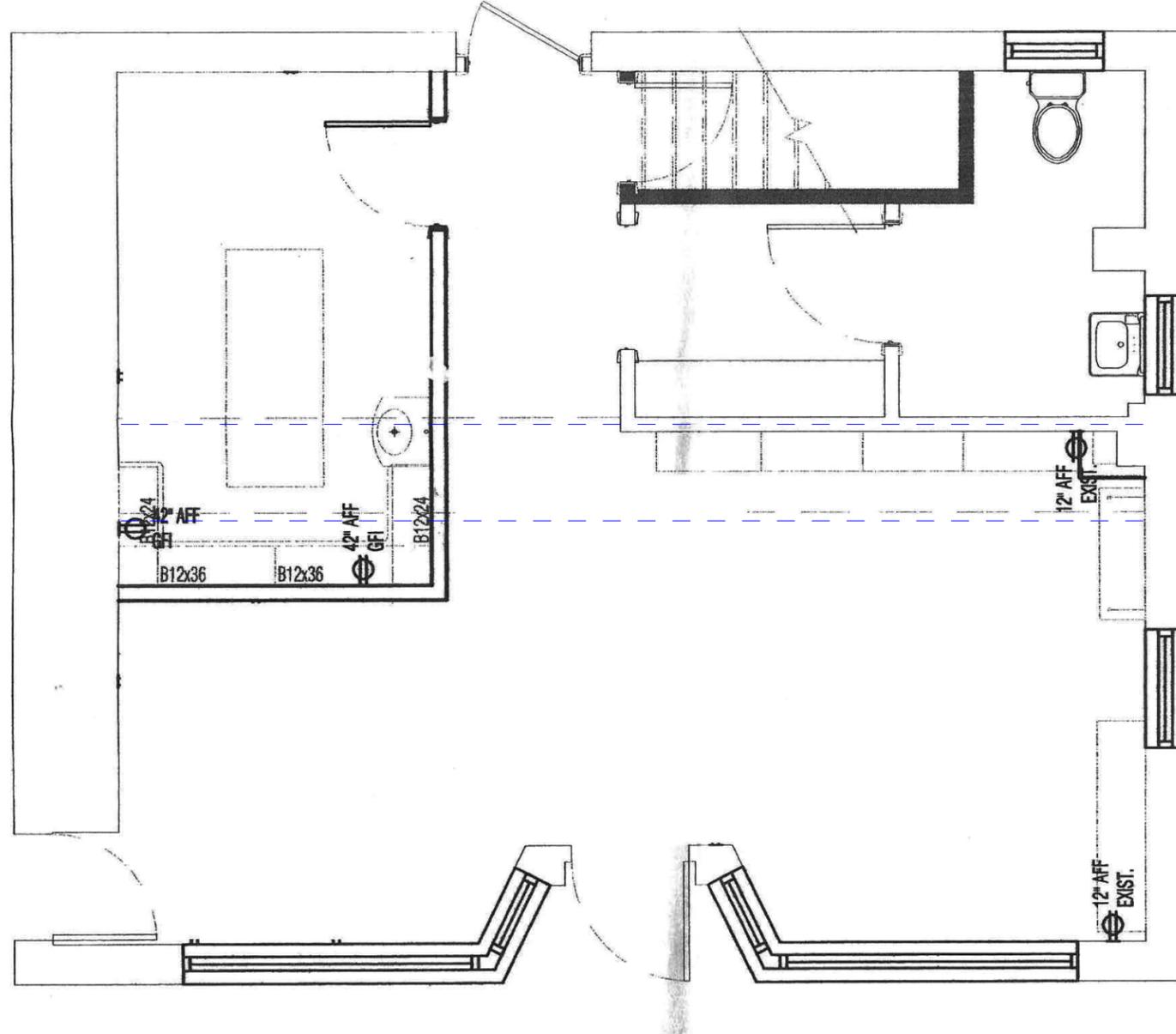
525 Chestnut Street Winnetka, IL 60093

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contact@hgaryfrankarchitects.com

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EXISTING FLOOR PLAN

1/4" = 1'-0"

525 CHESTNUT
H. GARY FRANK ARCHITECTS
CURRENT LOCATION

523 CHESTNUT NEW
LOCATION



H. GARY FRANK ARCHITECTS OFFICE

523 CHESTNUT WINNETKA, ILLINOIS

H. GARY FRANK ARCHITECTS AIA. LTD

525 Chestnut Street Winnetka, IL 60093

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Agenda Item Executive Summary

Title: Resolution No. R-43-2015: Approving an Agreement with Burns & McDonnell Engineering Company, Inc. for Professional Services (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 12/01/2015

Consent: YES NO

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

Item History:

The Water & Electric Department’s fiscal year 2015 budget contains funding for professional services to develop an asset replacement strategy for the aging water distribution system and conduct a rate study of the Village’s water system. The Village’s water distribution system contains approximately 72 miles of water main with the majority the system having been installed in the early 1900’s. A comprehensive plan for the asset’s replacement and a funding strategy are required.

Executive Summary:

Request for Proposal (RFP) #015-015 was issued for professional services required to development the water main replacement plan and completion of a rate study. The scope includes development of a prioritization plan for the replacement of the water infrastructure along with determining the appropriate rate of rehabilitation and/or replacement of the existing water infrastructure. The consultant will also develop rate/fee structures to fund the replacement program. At the conclusion of the consultant’s work, the final report and an accompanying presentation will be presented to the Village Council for policy direction.

Seven firms responded to the Village's RFP. Winnetka’s staff evaluated the proposals based on each firm’s expertise, project understanding, responsiveness, fees, and other factors such as prior experience, references, etc. The proposal submitted by Burns & McDonnell Engineering Company was selected over the other six firms.

With assistance of the Village Attorney, an agreement for professional services (Exhibit A) has been negotiated with Burns & McDonnell Engineering Company, Inc., contingent on the Village Council’s approval. Resolution No. R-43-2015, prepared by the Village Attorney, approves the agreement and authorizes the Village President to execute, and the Village Clerk to attest, the document.

The Water Fund FY2015 Budget contains \$35,000 (account #520.60.01-552) for consulting services associated with the water main replacement and rate study. The proposed FY 2016 Budget also contains \$20,000 of funding for consulting services associated with this project. The project will start in December and carry over into 2016. There is \$52,720 in the FY 2016 budget (account 520.60.01-552) for the design of additional surge protection for the high lift pumps at the plant that will be held for issuance as contingency until the water main replacement plan and rate study is completed.

Recommendation:

Consider adoption of Resolution No. R-43-2015 approving an agreement with Burns & McDonnell Engineering Company, Inc. for Professional Services in the development of the water main replacement plan and completion of a water rate study.

Attachments:

Agenda Report dated November 23, 2015

- 1) Resolution No. R-43-2015
- 2) Exhibit A: Village of Winnetka Professional Services Agreement with Burns & McDonnell Engineering Company
 - a) Professional Services Agreement Exhibit A: RFP #015-015
 - b) Professional Services Agreement Exhibit B: Burns & McDonnell proposal dated October 6, 2015

AGENDA REPORT

Subject: Resolution R-43-2015; Approving an Agreement with Burns & McDonnell Engineering Company, Inc. for Professional Services (Adoption)

Prepared by: Brian Keys, Director of Water & Electric

Ref: October 27, 2015 Budget Presentation

Date: November 23, 2015

The Water & Electric Department's fiscal year 2015 budget contains funding for professional services to develop an asset replacement strategy for the aging water distribution system and conduct a rate study of the Village's water system. The Village's water distribution system contains approximately 72 miles of water main with the majority the system having been installed in the early 1900's. A comprehensive plan for the asset's replacement and a funding strategy are required.

Request for Proposal (RFP) #015-015 was issued for professional services required to development the water main replacement plan and completion of a rate study. The scope includes development of a prioritization plan for the replacement of the water infrastructure along with determining the appropriate rate of rehabilitation and/or replacement of the existing water infrastructure. The consultant will also develop rate/fee structures to fund the replacement program. At the conclusion of the consultant's work, the final report and an accompanying presentation will be presented to the Village Council for policy direction.

The RFP notice was published in the Winnetka Talk and posted to the on-line bidding service Demand Star. The following companies submitted proposals:

Company Name	Proposal
Baxter & Woodman	\$34,900
Burton & Associates (RHMG)	\$35,000
Stanley Consultants	\$46,180
Burns & McDonnell Engineering Company Inc.	\$48,840
American Infrastructure Technologies (V3)	\$49,905
Municipal & Financial Service Group (Clark Dietz)	\$67,600
Strand Associates	\$72,150

In three cases, a financial consultant partnered with an engineering consultant to insure that the combined entity would have the potential capability, technical and financial, to address the RFP's requirements. Winnetka's staff evaluated the proposals based on each firm's expertise, project understanding, responsiveness, fees, and other factors such as prior experience, references, etc. The proposal submitted by Burns & McDonnell Engineering Company was selected over the other six firms. Most notably, Burns & McDonnell Engineering Company recently completed a similar project with the City of DeKalb, Illinois. Staff from the City of DeKalb provided positive feedback on the consultant's work. Burns & McDonnell is an

international consulting firm. The firm's internal resources include specialists in economics, finance, engineering and environmental disciplines. Burns & McDonnell will manage and complete the project from their Downer's Grove office.

With assistance of the Village Attorney, an agreement for professional services (Exhibit A) has been negotiated with Burns & McDonnell contingent on the Village Council's approval. The agreement contains the consultant's response to the RFP and RFP itself. Resolution No. R-43-2015, prepared by the Village Attorney, approves the agreement and authorizes the Village President to execute, and the Village Clerk to attest, the document.

The Water Fund FY2015 Budget contains \$35,000 (account #520.60.01-552) for consulting services associated with the water main replacement and rate study. The proposed FY 2016 Budget also contains \$20,000 of funding for consulting services associated with this project. The project will start in December and carry over into 2016. There is \$52,720 in the FY 2016 budget (account 520.60.01-552) for the design of additional surge protection for the high lift pumps at the plant that will be held for issuance as contingency until the water main replacement plan and rate study is completed.

Recommendation:

Consider adoption of Resolution No. R-43-2015 approving an agreement with Burns & McDonnell Engineering Company, Inc. for Professional Services in the development of the water main replacement plan and completion of a water rate study.

RESOLUTION NO. R-43-2015

**A RESOLUTION APPROVING AN AGREEMENT WITH
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
FOR THE DEVELOPMENT OF A WATER MAIN REPLACEMENT PLAN**

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

WHEREAS, the Village desires to obtain professional consulting services for the development of a comprehensive water main replacement plan and water rate study for the Village (“*Services*”); and

WHEREAS, on September 10, 2015, the Village issued a request for proposals for the performance of the Services; and

WHEREAS, Burns & McDonnell Engineering Company, Inc. (“*Consultant*”), submitted a proposal to the Village to perform the Services in an amount not to exceed \$48,840.00; and

WHEREAS, the Village has determined that Consultant’s proposal to perform the Services best meets the needs of the Village; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the performance of the Services in an amount not to exceed \$48,840.00 (“*Agreement*”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with Consultant;

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

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

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

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

December 1, 2015

R-43-2015

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

ADOPTED this 1st day of December, 2015, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the ____ day of _____, 2015, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("Consultant**"):** Burns & McDonnell Engineering Company, Inc.

Address:

1431 Opus Place; Suite 400
Downers Grove, IL 60515
Attn: Randy Patchett

Telephone No.: (630) 724-3276

Email: rpatchett@burnsmcd.com

Project Name/Description: Water Main Replacement Plan and Water Rate Study

Agreement Amount: \$48,840

B. Project Description. Consultant shall Consultant shall prepare a water main replacement program and develop and perform a comprehensive water rate study to assess the existing water system and define a replacement program that incorporates capital investment and a water rate increase or fees to cover the expense, all as more fully described in the request for proposal attached to this Agreement as **Exhibit A ("**RFP**")** and the proposal attached to this Agreement as **Exhibit B ("**Proposal**")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

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

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement, the RFP, and the Proposal.

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than the date that is 160 days after the Commencement Date ("**Time of Performance**").

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (“**Additional Services**”), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and

approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

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

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "***Confidential Information***" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("***Time of Disclosure***"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. For a period of three (3) years after disclosure to Consultant, the Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in the Chicago land area in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, and does hereby agree to indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof., or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, insurance in accordance with the terms and conditions set forth in Exhibit C.

D. No Personal Liability. No elected or appointed official or employee of either party shall be personally liable, in law or in contract, to the other party as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures

established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

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

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

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

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

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

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

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

H. Village Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Council.

I. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

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

L. GIS Data. The Village has developed digital map information through Geographic Information Systems Technology (“**GIS Data**”) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

c. Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant’s databases, files, and records; and, upon

request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

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

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

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Peter Friedman

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

Burns & McDonnell
1431 Opus Place; Suite 400
Downers Grove, IL 60515

Attn: Randy Patchett

With a copy to:

Burns & McDonnell
9400 Ward Parkway
Kansas City, Missouri 64114
Attn: General Counsel

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

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

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and

negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through C are attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between a provision on an Exhibit and another Exhibit or the text of this Agreement, the provision that is most favorable to the Village shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

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

T. Estimates and projections prepared by Consultant relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Consultant's experience,

qualifications, and judgment as a design professional. Since Consultant has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractors' procedures and methods, unavoidable delays, construction contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, Consultant does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost estimates and projections prepared by Consultant.

U. All terms and conditions, including any waivers or limitations of liability, shall survive the expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2015.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

RFP

RFP #015-015 Water Main Replacement Plan and Water Rate Study dated September 10, 2015.

EXHIBIT B

PROPOSAL

Burns & McDonnell proposal dated October 6, 2015.

EXHIBIT C

INSURANCE REQUIREMENTS

Section 1 GENERAL

The Village of Winnetka requires certain types and amounts of insurance to be maintained by those providing services to the Village. The insurance is to be arranged so as to protect the Contractor from suits arising out of injury to employees, and bodily injury, personal injury or property damage to members of the public. The Commercial General Liability and Automobile Liability policies shall include the Village of Winnetka as an additional insured for suits caused by bodily injury, personal injury, or property damage to members of the public. Before beginning any work for the Village, proof of insurance must be furnished by the Contractor. The same guidelines apply to any subcontractor you hire to perform work in conjunction with the Contract subject to their scope of services.

All insurance provided must be with a company reasonably satisfactory to the Village of Winnetka. Generally, any company with a rating of less than A-, as issued by the latest edition of Best's Insurance Rating Guide, is unacceptable.

Section 2 WORKER'S COMPENSATION

The Contractor shall furnish reasonably satisfactory proof that they have taken out, for the period required by the work under the Contract, full worker's compensation insurance for all employees whom the Contractor may employ in carrying out the work contemplated under the Contract. Should the work fall within the jurisdiction of the United States Longshoreman's and Harbor Workers Compensation Act and liability under the Admiralty and Railroad Employees Federal Liability Act, it is the Contractor's responsibility to extend their coverage to provide and maintain full force coverage, under one or any of these acts, during the period covered by the Contract.

In addition, the Contractor or service provider shall furnish to the Village, reasonably satisfactory proof that the insurance includes coverage for occupational diseases. Employer's liability should also be provided for both bodily injury and disease that may arise out of the employment of any persons involved under the Contract.

Section 3 GENERAL LIABILITY INSURANCE

General Liability Insurance shall be maintained by Contractor on a commercial form and on an occurrence basis. Proof of such coverage shall be furnished by each such party to the Village. Such proof shall verify that the coverage includes contractual liability.

Section 4 AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase insurance to cover liability caused by the use of any vehicle.

Section 5 AMOUNT OF INSURANCE

The worker's compensation insurance covering injury to employees of a Contractor shall provide statutory coverage.

All other liability coverage shall provide a total limit of liability. The limit of liability is \$2,000,000 per occurrence and annual aggregate combined for both bodily injury and property damage. In order to achieve this limit, several policies of insurance may be necessary and this is satisfactory to the Village provided proof of such coverage is provided to the Village.

Section 6 CERTIFICATES OF INSURANCE

Prior to beginning any work, the Contractor is required to provide certificates of insurance evidencing coverage. A standard certificate of insurance form is acceptable. The certificate shall evidence that each policy shall bear an endorsement precluding cancellation without first giving the Village of Winnetka 30 days prior notice in writing. The coverage will not be restricted and reduced below the required insurance coverages and limits set forth herein, without 30 days prior notice by the Contractor.

VILLAGE OF WINNETKA, ILLINOIS



**REQUEST FOR PROPOSALS FOR
WATER MAIN REPLACEMENT PLAN AND WATER
RATE STUDY
RFP #015-015**

Issue Date: September 10th, 2015

Pre-Proposal Question Deadline: September 25th, 2015

Proposal Due Date: October 1st, 2015 no later than 10:00 AM local time to:
Financial Services Coordinator
510 Green Bay Road
Winnetka, IL 60093

Purchasing Contact: Nicholas A. Mostardo
Financial Services Coordinator
(847)716-3504
nmostardo@winnetka.org

Technical Contact: Brian Keys
Director of Water & Electric
(847)716-3556
bkeys@winnetka.org

Any communication by a proposing vendor ("**Offeror**") regarding this Request for Proposals ("**RFP**") between the Issue Date and the date on which the contract under this RFP is awarded ("**Contract**") is required to go through the contacts listed above.

Unauthorized contact with other Village of Winnetka Officers or employees is strictly forbidden and may result in disqualification of an Offeror's Proposal.

Description: The Village of Winnetka is soliciting proposals from qualified consulting firms to develop an asset replacement strategy for the aging water distribution system and conduct a comprehensive rate study of the Village's water system.

The Village of Winnetka operates a public water supply that services the Village of Winnetka, Village of Northfield, and an adjacent unincorporated section of Cook County. The water plant and sections of water main have been in operation since 1893. The current system capacity is 12 million gallon per day (MGD) with an average daily demand of 2.8 MGD. The total length of water mains in the Village is approximately 71.5 miles and there are approximately 5,000 water meters.

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to bkeys@winnetka.org no later than the Pre-Proposal Question Deadline indicated above.

SEALED PROPOSALS MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PROPOSAL DUE DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. Late Proposals will not be accepted – NO EXCEPTIONS.

All Proposals are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all Proposals received and waive any and all formalities.

FACSIMILE AND/OR E-MAIL TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED
PLEASE NOTE: Our documents have changed; please review carefully.

VILLAGE OF WINNETKA, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	Water Main Replacement Plan and Water Rate Study		
FOR:	Water & Electric Department		
PURCHASING AGENT:	Nicholas A. Mostardo	PHONE:	(847)716-3504

EVENT:	LOCATION:	DATE:	TIME:
Pre-Proposal Question Deadline	E-Mail ONLY: bkeys@winnetka.org	9/25/15	5:00PM
Proposal Due Date	Attn: Financial Services Coordinator 510 Green Bay Road Winnetka, IL 60093	10/1/15	10:00AM

<input checked="" type="checkbox"/>	SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
<input type="checkbox"/>	ORIGINAL PROPOSAL
<input type="checkbox"/>	2 COPIES
<input type="checkbox"/>	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
<input type="checkbox"/>	REFERENCES
<input type="checkbox"/>	SIGNED AFFIDAVITS CONTAINED IN THIS PROPOSAL DOCUMENT

PLEASE MAKE AND RETAIN A COPY OF THE COMPLETED PROPOSAL FOR YOUR RECORDS

VILLAGE OF WINNETKA, ILLINOIS

INSTRUCTIONS TO OFFERORS

- 1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/> as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Financial Service Coordinator at (847)716-3504 or nmostardo@winnetka.org for these documents.

Companies interested in doing business with the Village of Winnetka are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register, you will receive automatic initial notification from DemandStar of relevant opportunities with the Village of Winnetka.

The Village of Winnetka is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.
- 2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the Village of Winnetka other than as a service that facilitates communication between the Village and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the Village. Communications to DemandStar.com do not constitute communications to the Village.
- 3) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, the Village of Winnetka desires to establish a single point of contact throughout the procurement process. From the issue date of this RFP, until a successful Offeror is selected, all requests for clarification or additional information regarding this RFP, or contacts with the Village personnel concerning this RFP or the evaluation process must be solely to the contact persons listed on the cover page of this RFP.

A violation of this provision is cause for the Village to reject the Offeror's Proposal. If it is later discovered that a violation has occurred, the Village may reject any Proposal or terminate any Contract awarded pursuant to this RFP. No contact regarding this document with other Village employees is permitted.
- 4) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each Proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Proposals, Offerors are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Village of Winnetka. If an Offeror finds a discrepancy, error, or omission in the Proposal package, or requires any written addendum thereto, the Offeror is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Offerors. The Village is not responsible for oral representations. All questions must be submitted in writing via e-mail to the contact listed on Page 2. Contact only before the Pre-Proposal Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
- 5) **RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Proposal Deadline at the discretion of the Village. It is the Offeror's responsibility to periodically check the Village's website until the posted Proposal Deadline to obtain any issued addenda.
- 6) **PROPOSAL SUBMISSION:** To be considered, the Proposal must be prepared in the manner and detail specified in this RFP.

VILLAGE OF WINNETKA, ILLINOIS

- A. Proposals must be submitted before the date and time indicated as the Proposal Due Date. It is each Offeror's responsibility to ensure that the Financial Services Coordinator receives its Proposal prior to the Proposal Due Date. This responsibility rests entirely with the Offeror, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:30 AM. to 5:00 PM local time, Monday through Friday, except for legal holidays to:
- Village of Winnetka
Attn: Financial Services Coordinator
510 Green Bay Road
Winnetka, IL 60093
- B. Proposals received after the Proposal Due Date will not be accepted and will be returned to the Offeror unopened. The Finance Department's timestamp shall be the official time.
- C. The opening of a Proposal does not constitute the Village's acceptance of the Offeror as a responsive and responsible Offeror.
- D. Offerors must sign the Proposal form, in ink, where indicated. **Unsigned Proposals will not be considered.** An authorized official of each Offeror must sign the Proposal. Each signature represents a binding commitment upon the Offeror to provide the goods and/or services offered to the Village if the Offeror is determined to be the most responsive and responsible Offeror.
- E. Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.
- F. Submission of a Proposal establishes a conclusive presumption that the Offeror is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the Village Code relating to procurement and that the Offeror understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- G. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Proposal must initial corrections in ink.
- H. Proposals sent by email, facsimile, or other electronic means will not be considered.
- I. All costs incurred in the preparation and presentations of the Proposal, as well as any resulting Contract, are the Offeror's sole responsibility; no such costs will be reimbursed to any Offeror. All documentation submitted with the Proposal will become the property of the Village.
- J. Proposals are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).
- 7) **CONTRACT AWARD:** The Village reserves the right to withdraw the RFP, to award to one Offeror, to any combination of Offerors, by item, group of items, or total Proposal. The Village may waive formalities if it is in the Village's interest. The Offeror to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the Proposal, intent to recommend award of a Contract and actual award of the Contract will be provided by written notice sent to the Offeror at the address designated in the Proposal. All Proposals must be for a firm fixed price unless modified by Village issued addendum. If, for any reason, a Contract is not executed with the selected Offeror within fourteen (14) days after notice of recommended Contract award, then the Village may recommend the next most responsive and responsible Offeror. Award of the Contract under this RFP Proposal is contingent upon the availability of funds for this project, within the sole discretion of the Village. Acceptance of the Offeror's Proposal does not constitute a binding Contract. There is no Contract until the Village's policies have been fulfilled. The Village is not liable for performance costs until the successful Offeror has been given a fully executed Contract.
- 8) **PROPOSAL MODIFICATIONS:** Clarifications, modifications, or amendments to any Proposal that have been submitted after the Pre-Proposal Question deadline, but prior to the Proposal Due Date, may be made only within the discretion and written approval of the Financial Services Coordinator.

VILLAGE OF WINNETKA, ILLINOIS

- 9) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the Proposal Due Date. No Proposal may be withdrawn after the Proposal Due Date.
- 10) **REJECTION:** The Village reserves the right to reject any or all Proposals, or to accept or reject any Proposal in part, and to waive any formality or irregularity in Proposals received, if it is determined by the Financial Services Coordinator that the best interest of the Village will be served by doing so. The Village may reject any Proposal from any person, firm or corporation in arrears or in default to the Village on any contract, debt, or other obligation, or if the Offeror is debarred by the Village from consideration for a contract award.
- 11) **PROCUREMENT POLICY:** Procurement for the Village of Winnetka will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Village.
- 12) **NON-DISCRIMINATION:** In the event of the Contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the Contractor may be declared non-responsive and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract also may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.
- 13) **NO PROPOSAL RESPONSE:** Businesses who receive this RFP but who do not submit a Proposal should return a notice stating the reason(s) for not responding.
- 14) **CONTRACT NEGOTIATION:** All Proposals must be firm for at least ninety (90) days from the Proposal Due Date. If, for any reason, a Contract is not executed with the selected Offeror within fourteen (14) days after notice of recommended award, then the Village may recommend the next most responsive and responsible Offeror. There is no Contract until the Village's policies have been fulfilled and a Contract is executed by the Village and Offeror (upon entry in the Contract, "**Contractor**").
- 15) **DISQUALIFICATION OF OFFEROR:** Any one or more of the following causes may be considered sufficient for the disqualification of a Offeror and the rejection of the Proposal:
 - A. Evidence of collusion among Offerors.
 - B. Lack of competency as revealed by either financial, experience, or equipment statements.
 - C. Lack of responsibility as shown by past work.
 - D. Uncompleted work under other contracts which, in the judgment of the Village, might hinder or prevent the prompt completion of additional work, if awarded.
- 16) **DISCUSSIONS:** Discussions may be conducted with responsible Offerors in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Offerors who submit Proposals determined to be reasonably susceptible of being elected for award, but Proposals may be accepted without such discussions.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Offeror shall reduce any substantial oral clarification of Proposals to writing.
- 17) **SUBCONTRACTORS:** If the Offeror's team is composed of a prime contractor with subcontractors, the subcontractors must remain exclusive to the prime contractors described in the Proposal until the end of the specific Proposal period and may not partner with more than one prime contractor for the purposes of a responsive Proposal. The total exclusive time will be ninety (90) days from the Proposal Due Date.

The Contract will not be assignable to any other business entity without the Village's approval. Offerors are encouraged to consider a joint venture when appropriate to meet the Specification and Scope of Work contained in this RFP (together the "**Scope of Work**").
- 18) **OFFEROR RESPONSIBILITIES:** The Offeror must be capable, either as a firm or a team, of providing all services as described under Scope of Work and to maintain those capabilities until notification of the fact that its Proposal was unsuccessful. Exclusion of any service for this Proposal may serve as

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cause for rejection of the Proposal. The selected Offeror must remain capable of providing all services as described under Scope of Work and must maintain those capabilities until the Contract is successfully finished. The successful Offeror will be responsible for all services in its Proposal whether they are provided or performed by the successful Offeror or subcontractor (s). Further, the Village will consider the successful Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any Contract. The successful Offeror must identify all subcontractors and the Services they provide. The successful Offeror is responsible for all payments and liabilities of all subcontractor (s).

The Village reserves the right to approve or reject, in writing, any proposed subcontractor. If the Village rejects any proposed subcontractor in writing, the successful Offeror shall be responsible to assume the proposed subcontractor's responsibilities. The successful Offeror may propose another subcontractor, if it does not jeopardize the effectiveness or efficiency of the Contract. Nothing contained in the Proposal or in the Contract shall create or be construed as creating any contractual relationship between any subcontractor and the Village.

19) **VILLAGE PARTICIPATION:** The Village will provide appropriate personnel support for implementation of the Contract. The Offeror's Proposal should identify Village FTEs required and tasks to be performed by Village personnel. For the purpose of contract administration, the Village will designate a person to serve as the Project Contract Manager. This individual will serve as the primary liaison between the Village and the successful Offeror and will coordinate overall management and administration of the Contract for the Village.

20) **DISCLOSURE OF CONTENTS:** All information provided in the Proposal shall be held in confidence and shall not be revealed or discussed with competitors until after award of the Contract except as provided by law or court decision. All material submitted with the Proposal becomes the property of the Village and may be returned only at the Village's option.

Offerors must make no other distribution of its Proposals, other than authorized by this RFP. An Offeror who shares cost information contained in its Proposal with other Village personnel or competing Offeror personnel shall be subject to disqualification.

Offerors shall not be provided any information about other Proposals or prices or where the Offeror stands in relation to others at any time during the evaluation process. Any request for such information by an Offeror, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Offeror may be eliminated from further consideration.

END OF INSTRUCTIONS TO OFFERORS

VILLAGE OF WINNETKA, ILLINOIS

GENERAL CONDITIONS

- 1) **ADDENDUM AND SUPPLEMENT TO REQUEST FOR PROPOSAL:**
If it becomes necessary or advisable to revise any part of this RFP, or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Proposal conference, the revisions will be provided only to those Proposers who will have attended the Pre-Proposal conference.

Addendum information is available over the Internet at www.DemandStar.com. Adobe Acrobat Reader may be required to view this document. The Village strongly suggests that Proposers check for any addenda a minimum forty-eight hours (48) in advance of the Proposal Due Date.
- 2) **ALTERNATE PROPOSALS:**
Respondents may submit more than one Proposal. All Proposals must comply with the requirements of the RFP except that alternate Proposals may incorporate, by reference, repetitive information that is provided in the complete Proposal.
- 3) **APPLICABLE CODES AND ORDINANCES:**
Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.
- 4) **CHANGES:**
The Village of Winnetka reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the Contract price, shall be agreed upon in advance between the Village of Winnetka and the successful Contractor subject to approval by the Village of Winnetka corporate authorities, if applicable.
- 5) **COMMENCEMENT OF WORK:**
The successful Contractor must not commence any billable work prior to the Village's execution of the Contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.
- 6) **CONFIDENTIAL INFORMATION AND VILLAGE PROPERTY:**
It is agreed that any and all specifications, drawings, or data furnished by Village of Winnetka shall (a) remain the Village's sole and exclusive property; (b) be considered and treated by Contractor as the Village's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of the Contract and (c) be returned upon request.
- 7) **CONTRACTOR PERFORMANCE:**
The Instructions, General Conditions, Special Conditions, Specifications and Scope of Work, and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the Village. Failure to comply with any statutory requirements shall be deemed a performance breach.
- 8) **DRUG FREE WORKPLACE:**
The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.
- 9) **ENDORSEMENTS:**
Contractor shall not use the name, seal or images of the Village of Winnetka in any form of endorsement to any third-party without the Village's written permission.

VILLAGE OF WINNETKA, ILLINOIS

10) **EXCEPTIONS:**

Exceptions to the RFP language will be considered with submitted Proposals contingent upon each exception being clearly listed and documented. All exceptions must include a rationale and a substitute provision that is equal to or greater in strength than the language in the original specification. The acceptability of exceptions is made in the sole discretion of the Village of Winnetka.

11) **FORCE MAJEURE:**

The Village of Winnetka shall not hold Contractor liable for an extraordinary interruption of events or damage of Village property by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

12) **[INTENTIONALLY LEFT BLANK]**

13) **HOLDING OF PROPOSALS:**

Offeror may withdraw the Proposal at any time prior to the Proposal Due Date. However, no Offeror shall withdraw or cancel the Proposal for a period of ninety (90) calendar days after the Proposal Due Date. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Offeror shall pay the sum of \$1,000.00 as liquidated damages for the Village's loss in re-proposing.

14) **INDEMNITY:**

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the Villages and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of the Contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the Villages, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the Village's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The Villages do not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

15) **LAW GOVERNING:**

The RFP and resulting Contract shall be governed by the laws of Illinois. Offeror agrees to comply with all applicable State and Federal laws.

16) **LIENS, CLAIMS, AND ENCUMBRANCES:**

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

17) **MSDS:**

When applicable, Contractor shall furnish Material Safety Data Sheets for their products in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the Financial Services Coordinator.

VILLAGE OF WINNETKA, ILLINOIS

18) **MISCELLANEOUS REQUIREMENTS:**

The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Proposal. All Proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

19) **NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

20) **PATENTS:**

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the Village of Winnetka, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the Village of Winnetka whenever infringement will result from Contractor's adherence to specifications supplied by the Village or by an authorized Village representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the Village of Winnetka, its Officers, agents or employees therein.

21) **PAYMENT:**

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The Village shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

22) **PROTEST:**

No protest shall be based on a matter or issue which could have been raised as a question prior to Proposal opening.

Any protest concerning the award of a Contract shall be decided by the Finance Director. Protests shall be made in writing to the Finance Director and shall be filed within three (3) business days of final approval and acceptance of the Proposal by the Village Council. A protest is considered filed when received by the Finance Director. The written protest shall include the name and address of the protestor, the RFP number, a statement of the specific reasons for the protest and supporting exhibits. The Finance Director will respond to the written protest with a written determination as soon as practical. The Finance Director's decision relative to the protest shall be final.

Upon receipt of a protest the Village may, but is not required to, delay its order under the awarded Contract.

23) **RESERVATION OF RIGHTS:**

The Village of Winnetka reserves the right to reject any or all Proposals failing to meet the Villages specifications or requirements and to waive technicalities. If in the Village of Winnetka's opinion, the lowest Proposal is not the most responsible Proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the Village. In determining the lowest responsible offeror, the Village shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the Village and the delivery terms. Intangible factors, such as the Offeror's reputation and past performance, will also be weighed.

The Offeror's failure to meet the mandatory requirements of the RFP will result in the disqualification of the Proposal from further consideration.

The Village further reserves the right to reject all Proposals and obtain goods or services through intergovernmental or cooperative contracts, or to issue a new and revised RFP.

VILLAGE OF WINNETKA, ILLINOIS

Submission of a Proposal confers no rights on the Contractor to a selection or to a subsequent Contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the Village's discretion and shall be made in the best interest of the Village.

24) **SUBCONTRACTORS:**

All subcontractors shall be identified on the form contained herein. Contractor shall require that the subcontractor comply with all Prevailing Wage Act requirements. The Village of Winnetka reserves the right to reject any or all subcontractors.

25) **TAX:**

The Village of Winnetka does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9998-1246-07. A copy of the exemption letter is available upon written request.

26) **TERMINATION, CANCELLATION AND DAMAGES:**

This Contract may be terminated upon mutual agreement of both parties. The Village may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the Village's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective. If the Village terminates this Contract because of the Contractor's breach or default, the Village shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost to cover, incidental and consequential damages and the cost of re-proposing. The Village may offset these additional costs against any sums otherwise due to the Contractor under this Proposal or any unrelated contract.

If the Village of Winnetka fails to appropriate funds to enable continued payment of multi-year contracts the Village may cancel the Contract without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

27) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:**

The terms and conditions of this Contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the Village of Winnetka must be notified and approve same in writing.

28) **VENUE:**

By submitting a response, offeror agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Second Judicial District in Cook County, Illinois and that Illinois law will control.

END OF GENERAL CONDITIONS

VILLAGE OF WINNETKA, ILLINOIS

SPECIAL CONDITIONS

1) DIRECTOR OF WATER AND ELECTRIC'S RESPONSIBILITY AND AUTHORITY:

All work shall be done under the general supervision of the Village Director of Water and Electric, or designated inspector. The Director of Water and Electric shall decide any and all questions which may arise as to the quality and acceptability of material furnished, Work performed, rate of progress of Work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

2) DIRECTOR OF WATER AND ELECTRIC'S DECISIONS:

All claims of the Contractor, including requests for change orders, whether by addition to or subtraction from the Contract and/or payments thereunder, shall be presented to the Village Director of Water and Electric who shall render a decision in writing within a reasonable time. No such decision shall have any effect unless it be in writing and signed by the Director of Water and Electric.

3) PROJECT TEAM:

The Offeror shall provide an organizational chart that illustrates the role of each member of the Offeror's team with emphasis on the Offeror's experience in performing the Project Services Agreement and other projects where the Offeror's team has worked together. Provide a description of the specific experience and capabilities of the Offeror's key members, including a description of having worked on similar projects within the last ten (10) years. Offeror key members shall be identified for each main component of the project, including licensing, permitting, design, construction, operation, maintenance, and finance. Resumes of the key members of the Offeror's team shall be included within this section.

4) PROPERTY FURNISHED TO CONTRACTOR BY THE VILLAGE OF WINNETKA:

All property furnished to the Contractor by the Village of Winnetka or specifically paid for by the Village for use in the performance of this Contract, shall remain the property of the Village and shall be subject to removal upon the Village's instruction. Property should be used only in filling orders from the Village, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the Village of Winnetka, and upon recall by the Village, shall be packaged at Contractor's expense for shipment to Village of Winnetka in accordance with the Village of Winnetka's instructions. Copies of policies or certificates of such insurance will be furnished to Village of Winnetka on demand.

It is agreed that any and all specifications, drawings, or data furnished by the Village of Winnetka shall (1) remain the Village's sole and exclusive property; (2) be considered and treated by Contractor as Village of Winnetka confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this order/Contract/and (3) be returned upon request.

5) SERVICES AGREEMENT:

The Offeror shall propose a Services Agreement for the Village's consideration. The Contract should include all proposed contractual aspects of the work and a proposed term (duration) of the Contract. The proposed Services Agreement will be used as the initial contract for commencement of negotiations if the Offeror is top ranked and selected for the work. The Services Agreement shall provide for the Village's ability to terminate in the event the Offeror fails to reach specific milestones necessary to successfully complete the Project's licensing, permitting, design and construction phases.

6) SUBCONTRACTORS:

All subcontractors shall be identified on the form contained herein. Contractor shall require that the subcontractor comply with all Prevailing Wage Act requirements. The Village of Winnetka reserves the right to reject any or all subcontractors.

END OF SPECIAL CONDITIONS

VILLAGE OF WINNETKA, ILLINOIS

SPECIFICATIONS AND SCOPE OF WORK

1. INTRODUCTION

The Village of Winnetka is soliciting proposals from qualified consulting firms to prepare a water main replacement program and develop and perform a comprehensive water rate study. The focus of this study is to assess the existing water system and define a replacement program that incorporates capital investment and a water rate increase or fee to cover the expense.

The Village reserves the right to reject any and all proposals. The Village also reserves the right to reduce the work scope due to budgetary constraints.

2. BACKGROUND PROJECT DESCRIPTION

The Water and Electric department is responsible for the water production and distribution for the Village of Winnetka, a section of unincorporated Cook County and wholesale water to the Village of Northfield. The water plant and sections of water main have been in operation since the early 1900's. The current system capacity is 12 million gallon per day (MGD) with an average daily demand of 2.8 MGD. The total length of water mains in the Village is approximately 71.5 miles and there are approximately 5,000 water meters.

The Village recovers its cost through metered rate charges of four types of customers; Within Corporate limits, Village of Northfield, Outside Corporate limits, and Special services.

The Village has maintained a pay as you go approach in the water budget and is interested developing a long range capital plan for the replacement of aged distribution infrastructure. It is the Village's desire to undertake a study of existing water distribution infrastructure and rate structures to accomplish the following objectives;

- a) Develop a prioritization plan for replacement of the water infrastructure.
- b) Determine the appropriate rate of rehabilitation/replacement for the existing water infrastructure.
- c) Ensure cost recovery in operating and capital budgets.
- d) Develop a rate structure or fee to facilitate capital infrastructure investment.

The Village of Winnetka is soliciting proposals from qualified consulting firms to develop a water main replacement program and perform a comprehensive water rate study. The focus of this study is to assess the existing water system and define a replacement program that incorporates capital investment and a water rate increase or fee to cover the expense.

3. SCOPE OF SERVICES

The general scope of services shall be composed of the below tasks;

- a) Project Kickoff and Data Collection/Review
 - i. Meeting with the Village staff to discuss the overall process and obtain information related to the existing water infrastructure, capital works, finances, and operations.
 - ii. Collection of data regarding the Village's water infrastructure asset attributes and budget
 1. Unique Identification number/pipe segment.
 2. Pipe diameter.
 3. Material.
 4. Installation date (based on service connection).
 5. Location.
 6. Water main break history (1984 to present).
 7. Budget and Capital Plan
 8. Rate Resolutions
 - iii. Coordinate project timeline, milestone dates, process and deliverables.
 - iv. Other relevant information that the Village and/or Consultant deems necessary.
- b) Water Main Master Replacement Plan

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- i. The successful Consultant will primarily utilize existing Village data for completing the study. A complete (physical) investigation of the existing infrastructure is not within the scope of this project.
 - ii. Develop a plan that identifies the rate of replacement and/or rehabilitation of the water mains and other essential assets, based on industry standards, failure data, benchmarks and best practices.
 - iii. Develop cost estimates for the replacement of various sizes of water main to project future capital requirements.
 - iv. Incorporate a pipe prioritization based on critical factors such as:
 1. Asset condition/attributes
 2. Historic breaks
 3. Critical areas of service continuity
 4. Installed footages
- c) Rate Study
- i. Provide a comparison of the current Village of Winnetka water system costs inclusive of operation operations and capital improvements and industry benchmarks for similarly sized communities with similar supply systems.
 - ii. Recommend a baseline rate structure to fund the Village of Winnetka's water system and replacement program.
 - iii. The recommendation should consider annual inflation and indexed adjustments needed to maintain the system.
 - iv. The study will be performed in conformance with the following:
 1. The study shall provide at least three (3) recommended rate structure alternatives.
 2. Utilize a cost of service basis.
 3. Generate sufficient revenue to meet all operating and long term infrastructure requirements.
 4. Consider and make provisions for the current and future cost of providing water service in accordance with established and anticipated standards and regulations.
 5. The projected service demands.
 6. The availability of supply considering seasonal fluctuations.
 7. The age and condition of infrastructure and the distribution system.
 8. Be consistent with industry practice for setting utility rates in Illinois.
 9. Be easy to administer and understand.
 10. Provide direct identification of revenues for major funded activities and infrastructure.
 11. The Village's billing system should be able to implement the proposed rate structures.
 - v. The consultant will make a final recommendation as to which alternative best meet the criteria.
 - vi. The benefits of any proposed rate structure modifications shall be weighed against the financial impact on ratepayers.
- d) Final Report
- i. The final report shall contain at a minimum the following elements and analysis:
 1. A plan that identifies the rate of rehabilitation or replacement of the water mains and other essential assets, based on industry standards and best practices.
 2. Prioritization plan for the water mains.
 3. Assess the Village's water system infrastructure needs and provide a long range capital improvements plan with funding options.
 4. Assess the benefits and downsides of utilizing various funding methods, including debt and pay as you go financing.
 5. Recommendation for annual targets for fund balance.
 6. Assess the current rate structure's performance as a baseline for comparing recommended alternatives.
 7. Assess the equity of recommended water rates for all types of property ownership inclusive of multi-family units.
 8. Assess the ability of the revenue stream generated by the recommended rate structures to fully fund water system costs.

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9. Assess the existing the structure and identify other potential areas for service and system charges and recommend changes.
 10. Assess the performance of each alternative rate structure and provide a recommendation on the preferred rate structure.
 11. Provide all data for supporting conclusions and observations for each of the areas above and cite within study.
- ii. The Consultant shall provide a draft report and present it to staff. Prior to finalizing the report, the Consultant shall address any comments and /or suggestions on the final document.
 - iii. The Consultant shall provide the final report in an electronic (pdf) format and provide twenty (20) color copies of the report.
- e) Presentation
- i. The Consultant shall prepare a presentation that summarizes the completed work and report.
 - ii. The Consultant will be required to present the presentation / report at an evening meeting of the Village Council. The consultant shall provide twelve (12) copies of the report.

4. **METHOD OF EVALUATING PROPOSAL AND CONSULTANT SELECTION**

Proposals and statements of qualifications will be evaluated by the Village according to the following criteria:

Expertise: Relevant company experience and qualifications	35%
Project Understanding	25%
Responsiveness	15%
Fees	20%
Other factors (references, proposed time of completion, office location, etc)	5%

The bid will be awarded to the vendor that meets the Village's needs. At the discretion of the village, none, some or all firms may be interviewed to determine the final selection. The Village President and Board of Trustees reserve the right to reject any and all proposals.

5. **SELECTION PROCESS**

Proposals will be evaluated on: (a) the experience of the consulting firm with water main and rate studies; (b) the consultant's experience and reputation for satisfactory work, judgment, integrity, and timeliness; (c) the consultant's facilities, equipment, and skills for performing the contract; (d) the extent to which the proposal and consultant meet the stated requirements and specifications; (e) project fees for project scope as described below. Firms shall present a comprehensive proposal that shows a clear understanding for delivering the required scope and to meet the project goals within the required timeframe. The recommended proposal will be selected to ensure that the Village receives the best value. The following Evaluation Criteria will be used during the selection process:

- a) **Expertise:**
Experience and qualifications of the primary person(s) assigned to the project in performing similar work; demonstrated abilities in the individuals' assigned roles, education, training, and credentials. Only provide background on those individuals who will be assigned to and work on the project.
- b) **Project Understanding:**
Understanding of the tasks required to complete the Scope of Work and the skills and expertise across various disciplines needed to preform those tasks. Also, the understanding and foresight of any critical issues and challenges involved in the project.
- c) **Responsiveness:**
The ability and expressed commitment of the consultant to propose and meet an aggressive project schedule.
- d) **Fees:**
The fee structure and total fee for services.

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e) Other Factors:

Reputation of firm, reviewer's past experience with firm, other municipal experience, structure of firm or team, positive and/or negative reports from references, proximity/ availability/responsiveness, quality/accuracy of statement of qualifications and other factors that the reviewer considers relevant.

The Village reserves the right to seek clarifications of the proposed project approach, projected fees, assignment of resources, and to negotiate a final contract which is in the best interest of the Village, and the right to reject any or all proposals if it would be in the public interest to do so.

After evaluating all of the responses and using the criteria set forth in the RFP, village staff will select those firms it desires to interview in person. Once the firm deemed to be the best fit for the project is identified and contract negotiations are complete, and the Village board approves the contract, and all required submittals are received, an acceptance of the contract and notice to proceed will be issued and the specified contract time for completion will begin.

Upon payment for the services, the documents and all deliverables shall become the property of the Village of Winnetka with the right to use said documents with no further payment.

6. PROPOSAL CONTENT

In addition to the submittal requirements list on Page 2, proposals must contain the following:

- a) Transmittal Letter – This letter should designate the individual authorized to represent the proposing consultant regarding this proposal and should summarize the key points of the proposal.
- b) Required Information – This general section of the overall proposal should provide all the information necessary to determine if the consultant services will meet the needs of the Winnetka Water Utility. This section must contain the following:
 - i. Executive Summary
 - ii. Content Requirements
 - iii. Documentation
 - iv. Consultant Qualifications, Relevant Experience, References, and Resumes of Key Individuals Who Will Work on the Study
 - v. Owner's Resource Requirements
 - vi. Project schedule
 - vii. Other Relevant Information

Executive Summary should include but is not limited to; (1) a brief statement of the salient features of the proposal including conclusions and generalized recommendations on the detailed work program; (2) a brief statement indicating the consultant's capabilities and experience in this type of project; (3) any additional information the consultants might wish to add which would allow the Owner to more fully understand the contents of the proposal.

Content Requirement should contain a detailed work program that describes how the consultant will address the tasks identified in the project scope. This section shall include an estimated schedule in the form of a bar chart showing an approximate task completion schedule and include milestone criteria and products of each step which will be presented to the owners in draft form for review and comment.

Documentation should include a description of the contents of the final report, including such things as computer outputs, summary information, and pertinent maps.

Consultant Qualifications should clearly indicate the firm's experience in water system master planning and their experience in working collaboratively with the client's staff. This section shall also provide a listing of the personnel assigned to the project with the individual's pertinent experiences and expertise. References must include other master water plans studies relevant to the proposal project, including a brief summary of the work performed including size and general description of the client's water system, with client name, address, contact person, and telephone number.

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Owner's Resource Requirements should quantify the support and services the consultant will require and expect of the utility.

Project Schedule should quantify the milestone dates and project completion date.

Other Relevant Information should include information specific to this project that will further inform the Owner about the consultant's capabilities and understanding of the project.

- c) **Cost Proposal** – This section of the proposal should provide all the relevant cost information of the project as proposed. Prices quoted within the cost proposal shall be deemed to include all costs for which the Winnetka Water Utility shall be responsible. Unspecified costs will be borne by the consultant.
- d) **References for similar projects.**
- e) **Insurance** – Acknowledgement that the Consultant will be expected to maintain the insurance requirements, as shown in the "Insurance Requirements" Section of this document, during the life of the agreement.
- f) Upon selection of the successful Consultant, the Owner will enter into contract negotiations to develop the detailed terms of the contract for the Study. During this process, specific performance objectives, completion date, and payment terms will be defined and become an integral part of the contract terms.

7. PAYMENT

During the course of the project, and to support each and every invoice, the Consultant shall furnish the following:

- a) Narrative progress reports
- b) Cost report that includes current period and cumulative expenditures to date.
- c) A comparison of the estimated cost at completion with the approved budget to show any variance.
- d) Estimated date to complete

The Consultant shall immediately advise the Village's Water & Electric Director of requirements, technical decisions, or problems that materially affect the project scope, schedule, or cost.

8. PROFESSIONAL SERVICES

The selected firm shall designate a licensed Professional Engineer who will be responsible for the approval of the complete package.

END OF SPECIFICATIONS AND SCOPE OF WORK

VILLAGE OF WINNETKA, ILLINOIS

BONDING AND INSURANCE REQUIREMENTS

The Village of Winnetka reserves the right to require reasonable bonding instruments to ensure performance of the awarded Offeror. The bonding requirements for this project are listed below:

Instrument Type	Conditions	Submittal	Required
Bid/Proposal Security	---	---	NOT REQUIRED
Performance Bond	---	---	NOT REQUIRED
Warranty Bond	---	---	NOT REQUIRED
Certificate of Insurance	Requirements listed on subsequent page.	Within fourteen (14) days upon approval of award by corporate authorities.	REQUIRED (AWARDED FIRM ONLY)

INSTRUMENT DEFINITIONS

PROPOSAL SECURITY/BOND: The security will be returned when the Contract is awarded to the successful Offeror. The successful Offeror's security may be held for a period not to exceed ninety (90) days, to allow the Village of Winnetka's measurement of Contractor performance. Failure to perform will result in security forfeiture as liquidated damages to cover the cost of Village of Winnetka's re-Proposal costs.

PERFORMANCE BONDS & LABOR & MATERIALS BONDS: Performance Bonds will provided by the successful vendor in the amount of 100% of the Contract price. Said bond shall be issued by a responsible surety listed in Best's Key Ratings Guide, and shall guarantee the prompt payment of all materials, labor, and protect and save harmless the Village of Winnetka from claims and damages of any kind caused by the performance of the Contract. The contractor's bond shall also guarantee the faithful performance of the prevailing wage clause as provided by the Contract. Failure to furnish said bonds will result in the forfeiture of the bid deposit as liquidated damages, not as a penalty.

WARRANTY BOND: The successful vendor must submit a warranty bond for the period indicated above that ensures that all warranty issues relating to the project herein will be addressed by the Contractor during said period.

CERTIFICATE OF INSURANCE: The successful vendor should refer to the applicable amount listed and on the Insurance Graph. Said insurance companies must be listed in the Best's Key Ratings Guide.

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INSURANCE REQUIREMENTS

Section 1 GENERAL

The Village of Winnetka requires certain types and amounts of insurance to be carried by those providing services to the Village. The insurance is to be arranged so as to protect the Contractor, subcontractor or service provider and the Village from suits arising out of injury to employees, and bodily injury, personal injury or property damage to members of the public. General guidelines are provided in the attached Exhibit. Before beginning any work for the Village, proof of insurance must be furnished by the Contractor, subcontractor or service provider. The same guidelines apply to any subcontractor you hire to perform work in conjunction with the Contract.

All insurance provided must be with a company satisfactory to the Village of Winnetka. Generally, any company with a rating of less than A-, as issued by the latest edition of Best's Insurance Rating Guide, is unacceptable.

Section 2 WORKER'S COMPENSATION

The Contractor, all subcontractors or service providers shall furnish satisfactory proof that they have taken out, for the period covered by the work under the Contract, full worker's compensation insurance for all employees whom the Contractor, all subcontractors or service provider may employ in carrying out the work contemplated under the Contract. Should the work fall within the jurisdiction of the United States Longshoreman's and Harbor Workers Compensation Act and liability under the Admiralty and Railroad Employees Federal Liability Act, it is the Contractor's responsibility to extend their coverage to provide and maintain full force coverage, under one or any of these acts, during the period covered by the Contract.

In addition, the Contractor or service provider shall furnish to the Village, satisfactory proof that the insurance includes coverage for occupational diseases. Employer's liability should also be provided for both bodily injury and disease that may arise out of the employment of any persons involved under the Contract.

Section 3 GENERAL LIABILITY INSURANCE

General Liability Insurance shall be carried by Contractor, all subcontractors or service providers on a comprehensive form and on an occurrence basis. Proof of such coverage shall be furnished by each such party to the Village. Such proof shall verify that the coverage includes contractual liability.

Section 4 AUTOMOBILE LIABILITY INSURANCE

The Contractor, subcontractor or service provider shall purchase insurance to cover any liability arising out of the use of any vehicle.

Section 5 AMOUNT OF INSURANCE

The worker's compensation insurance covering injury to employees of a Contractor, subcontractor or service provider, shall provide statutory coverage.

All other liability coverage shall provide a total limit of liability for the Contract. In many cases, the limit of liability is \$5,000,000 combined for both bodily injury and property damage is required. In order to achieve this limit, several policies of insurance may be necessary and this is satisfactory to the Village provided proof of such coverage is provided to the Village.

Section 6 CERTIFICATES OF INSURANCE

Prior to beginning any work, the Contractor, subcontractor or service provider is required to provide certificates of insurance verifying coverage. A standard certificate of insurance form is acceptable. The certificate shall verify that each policy shall bear an endorsement precluding cancellation or reduction of, or material change in coverage without first giving the Village of Winnetka 30 days prior notice in writing.

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Nothing contained within the insurance requirements shall be construed as limiting the extent of the Contractor, subcontractor or service providers' responsibility for payment of damages resulting from his operations under the Contract.

Section 7 INDEMNITY

The Contractor, subcontractor or service provider shall indemnify and hold harmless the Village, its agents, officials and employees against all injuries, deaths, claims, liabilities, costs and expenses, etc., which may accrue against the Village in consequence of the granting of the Contract.

The required insurance liability for the project outlined in the Scope of Work is highlighted in yellow below:

This table is intended as a general guide. In the event that the activities to be performed don't fall into one of the following categories, the Village may require more or less coverage than indicated below.	Total Limit of Liability (In Millions) Per Project	Worker's Compensation and Employers Liability	Comm'l General Liability	Comprehensive Form	Premises/Operations	Underground Explosion & Collapse	Produces/Completed Operations	Contractual	Independent Contractors	Broad Form Property Damage	Auto Liability	Any Auto	Garage Liability	Aircraft Liability
Auto Repairs	2	X	X	X			X	X	X		X	X	X	
Buildings – Construction, alteration (including roofing), repair and demolition	5	X	X	X		X	X	X	X	X	X	X		
Buildings – Maintenance & Repair (Plumbing, HVAC, electrical, etc.)	2	X	X	X		X	X	X	X	X	X	X		
Delivery and Messenger Services	2	X	X	X			X	X	X		X	X		
Guard Services	2	X	X	X			X	X	X		X	X		
Janitorial Services and Window Washing	2	X	X	X			X	X	X		X	X		
Landscaping – Lawn maintenance, gardening, etc.	2	X	X	X			X	X	X		X	X		
Maintenance & Repair of Office Machines	2	X	X	X			X	X	X	X				
Movie Making	5	X	X	X			X	X	X		X	X		
Permits – Use of Village facilities for meetings	2	X	X		X			X						
Road and Street Construction	5	X	X	X		X	X	X	X	X	X	X		
Rubbish Removal (Scavengers)	5	X	X	X			X	X	X		X	X		
Sewer & Water – Repair and Installation	5	X	X	X		X	X	X	X	X	X	X		
Sidewalk Construction	2	X	X	X		X	X	X	X		X	X		
Special Events – Fireworks, amusement rides, etc.	5	X	X	X			X	X	X		X	X		
Surveys – Aerial	5	X	X	X			X	X	X					X
Surveys – Ground	2	X	X	X			X	X	X		X	X		
Tree Removal, Installation, Trimming	5	X	X	X		X	X	X	X		X	X		
Uniform Supply	2	X	X	X			X	X	X		X	X		

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VENDOR COMPLIANCE AFFIDAVIT

As a condition of entering into a contract with the Village of Winnetka, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the bidder, and that all information contained in this Affidavit is true and correct in both substance and fact.

Section 1: BID RIGGING AND ROTATING

1. This bid is not made in the interest of, or on behalf of an undisclosed person, partnership, company, association, organization or corporation;
2. The bidder has not in any manner directly or indirectly sought by communication, consultation or contract with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of their bid price or that of any other bidder, or to secure any advantage against the Village of Winnetka or anyone interested in the proper contract;
3. This bid is genuine and not collusive or sham;
4. The prices, breakdowns of prices and all the contents quoted in this bid have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to the bid opening;
5. All statements contained in this bid are true.
6. No attempt has been or will be made by the bidder to induce any other person or firm to submit a false or sham bid.
7. No attempt has been or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition;
8. The undersigned on behalf of the entity making this Proposal or bid certifies the bidder is not barred from entering into the Contract as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

Section 2: TAX COMPLIANCE

1. The undersigned on behalf of the entity making this Proposal or bid certifies that neither the undersigned nor the entity is barred from contracting with the Village of Winnetka because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;
2. The undersigned or the entity making this Proposal or bid understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

This EQUAL OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.

In the event of the Contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the Contractor may be declared non-responsive and therefore ineligible for future contractor subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

During the performance of the Contract, the Contractor agrees:

VILLAGE OF WINNETKA, ILLINOIS

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform the Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other such contract or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when to fulfill its obligation thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Departments Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of the Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 4: ILLINOIS DRUG FREE WORK PLACE ACT

The undersigned will publish a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or a use of a controlled substance is prohibited in the work place;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Winnetka, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.

VILLAGE OF WINNETKA, ILLINOIS

4. Establishing a drug free awareness program to inform employees about:
 - i. The dangers of drug abuse in the work place;
 - ii. The policy of maintaining a drug-free work place;
 - iii. Any available drug counseling, rehabilitation or employee assistance programs;
 - iv. The penalties that may be imposed upon an employee for drug violations.
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Village of Winnetka, and shall post the statement in a prominent place in the work place.
6. The undersigned will notify the Village of Winnetka within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place he shall:
 - i. Take appropriate action against such employee up to and including termination;
 - or
 - ii. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health department, law enforcement, or other appropriate agency,

Section 5: SEXUAL HARASSMENT POLICY

The undersigned on behalf of the entity making this Proposal or bid certifies that a written sexual harassment policy is in place pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A).

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal complaint process, including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights, and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

VILLAGE OF WINNETKA, ILLINOIS

Section 6: VENDOR INFORMATION

1. Is the bidder a publicly traded company? (Yes or No)

If the answer is yes, state the number of outstanding shares in each class of stock. Provide the name of the market or exchange on which the company's stock is traded.

2. Is the bidder 50% or more owned by a publicly traded company? (Yes or No)

If the answer to the above question is yes, name the publicly traded company or companies owning 50% or more of your stock, state the number of outstanding shares in each class of stock and provide the name of the market or exchange on which the stock of such company or companies is traded.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS PROPOSAL.

CONTRACTOR SIGNATURE: _____

NAME: _____ TITLE: _____
(Print or type)

Subscribed and sworn to me this _____ day of _____, 20____, A.D.

By: _____
(Notary Public)

-Seal-

VILLAGE OF WINNETKA, ILLINOIS

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
---	--	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) >	
	<input type="checkbox"/> Other (see instructions) >	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center; font-size: 8px;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center; font-size: 8px;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
Employer identification number																			

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person > _____ Date > _____

General instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Notes. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

VILLAGE OF WINNETKA, ILLINOIS

REFERENCES

The Offeror must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If Offeror is a new business, provide references that will enable the Village to determine if Offeror is responsible.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

STATE THE NUMBER OF YEARS IN BUSINESS:	
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	

VILLAGE OF WINNETKA, ILLINOIS

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

The Contractor will not change or use subcontractors not identified in this Proposal without prior written approval from the Village of Winnetka.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of the Contract, and must be passed on to the Village of Winnetka.

FAILURE TO PROVIDE SUBCONTRACTOR INFORMATION MAY BE JUST CAUSE FOR REJECTION OF OFFEROR'S PROPOSAL.

VILLAGE OF WINNETKA, ILLINOIS

RFP #15-015

PROPOSAL FORM

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

TO: VILLAGE OF WINNETKA:

The undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Offerors, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the Village, for the term as stated herein, and to enter into a Contract with the Village, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Offeror represents that if awarded a contract to provide the Services required in the RFP, the Offeror will comply with the Compliance Affidavit included within this document.

NONCOLLUSION:

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the Village any required performance guarantee.

ILLINOIS PREVAILING WAGE ACT:

The undersigned, upon being first duly sworn, hereby certifies to the Village of Winnetka, Illinois, that all work under this Proposal shall comply with the Prevailing Wage Rate Act of the State of Illinois (820 ILCS 130/0.01, et seq) and as amended by Public Acts 86-799 and 86-693, with rates to be paid in effect at time work is performed. Contractors shall submit certified records to the Village with requests for payment. Contractors shall be responsible for determining local rates throughout the duration of the project.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

VILLAGE OF WINNETKA, ILLINOIS

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

Federal Tax ID

Acknowledged before me by _____ (name) as _____ (title)

of _____ (company) this _____ (day) of _____, 20__

Notary Signature: _____

My Commission Expires: _____

Affix Seal

**LATE PROPOSALS CANNOT BE
ACCEPTED!**

SEALED PROPOSAL

RFP #: 15-015
DUE DATE: 10/1/15
DUE TIME: 10:00AM
DESCRIPTION: Water Main Replacement Plan and Water Rate Study
DATED MATERIAL-DELIVER IMMEDIATELY

OFFICE (AFFIX DATE STAMP HERE):

**PLEASE CUT OUT AND AFFIX THIS LABEL (ABOVE) TO
THE LOWER LEFT CORNER OF THE OUTERMOST
ENVELOPE OR BOX OF YOUR PROPOSAL TO HELP
ENSURE PROPER DELIVERY!**



PROPOSAL FOR
**WATER MAIN
REPLACEMENT PLAN AND
WATER RATE STUDY**

SUBMITTED TO
Village of Winnetka, Illinois

RFP#015-015

October, 2015

TRANSMITTAL LETTER



October 6, 2015

Village of Winnetka
Attn: Financial Services Coordinator
510 Green Bay Road
Winnetka, IL 60093

Re: Proposal for a Water Main Replacement Plan and Water Rate Study

Dear Mr. Mostardo:

Water is the most precious resource we have. The ability to provide clean water drives economic growth and stable communities. The Burns & McDonnell team is prepared to assist the Village of Winnetka, Illinois (the Village) in providing a new Water Main Replacement Plan and Water Rate Study with an updated and fresh perspective on your required short and long term system improvements for water distribution and develop water rates to fund the required improvements.

Burns & McDonnell has been in business for more than 115 years and has grown to more than 5,000 employees. The times and the technology have changed, but our commitment to our clients has remained steady throughout the years. Our mission is to “Make our Clients Successful” - we live and breathe that every day. Our culture of employee ownership incorporates an owner’s mentality with our people – we take ownership and pride in what we do. Everyone in the company, from the mailroom to the boardroom, is an owner of Burns & McDonnell – we all benefit from our success. This breeds a culture of work harder, go the extra mile, travel on your own time, and look for ways the Village can be better served.

The Burns & McDonnell team is composed of talented individuals who individually have worked together on similar projects in the past and as a team are ready to serve the Village. The project will be managed and executed from our Downers Grove office.

Burns & McDonnell takes the approach of evaluation and thoughtful discussion with our clients to determine the solution which makes sense from economic, political, regulatory, and design perspectives. We offer a fresh look and a new approach to an age old problem – providing clean water to the people who live and work in our communities.

We look forward to working with you on this exciting and challenging project. If you have any questions, please contact Randy Patchett, PE at 630-724-3276 or rpatchett@burnsmcd.com.

Sincerely,
BURNS & McDONNELL

Randall L. Patchett, PE
Manager of Infrastructure

Ted J. Kelly
Quality Control Manager

REQUIRED INFORMATION

VILLAGE OF WINNETKA, ILLINOIS

Section 6: VENDOR INFORMATION

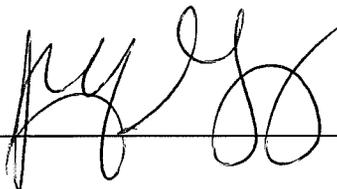
1. Is the bidder a publicly traded company? (Yes or **No**)

If the answer is yes, state the number of outstanding shares in each class of stock. Provide the name of the market or exchange on which the company's stock is traded.

2. Is the bidder 50% or more owned by a publicly traded company? (Yes or **No**)

If the answer to the above question is yes, name the publicly traded company or companies owning 50% or more of your stock, state the number of outstanding shares in each class of stock and provide the name of the market or exchange on which the stock of such company or companies is traded.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS PROPOSAL.

CONTRACTOR SIGNATURE: 

NAME: Jeffrey J. Greig TITLE: Senior Vice President
(Print or type)

Subscribed and sworn to me this 29 day of September, 2015, A.D.

By: Samantha M. Vidal #15636450
(Notary Public)

-Seal-

SAMANTHA M. VIDAL
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires June 29, 2019
Commission # 15636450

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BURNS & MCDONNELL ENGINEERING COMPANY INC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 9400 WARD PARKWAY	Requester's name and address (optional)	
	6 City, state, and ZIP code KANSAS CITY, MO 64114		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	

or

Employer identification number	

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>12/30/2014</u>
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

VILLAGE OF WINNETKA, ILLINOIS

REFERENCES

The Offeror must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If Offeror is a new business, provide references that will enable the Village to determine if Offeror is responsible.

COMPANY NAME:	DeKalb, Illinois
ADDRESS:	1216 Market Street
	DeKalb, IL 60115
CONTACT PERSON:	Bryan Faivre
TELEPHONE NUMBER:	815-748-2050

COMPANY NAME:	Arlington Heights, Illinois
ADDRESS:	222 North Ridge Avenue
	Arlington Heights, IL 60005
CONTACT PERSON:	Jeff Musinski
TELEPHONE NUMBER:	847-368-5806

COMPANY NAME:	Newport Chemical Depot Reuse Authority, Vermillion County, Indiana
ADDRESS:	1051 W. Indiana Avenue
	Hillsdale, IN 47854
CONTACT PERSON:	William Laubernds
TELEPHONE NUMBER:	765-832-3870

COMPANY NAME:	Village of Mount Prospect, Illinois
ADDRESS:	1700 West Central Road
	Mount Prospect, IL 60056
CONTACT PERSON:	Sean Dorsey
TELEPHONE NUMBER:	847-870-5640

STATE THE NUMBER OF YEARS IN BUSINESS:	117
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	5,000

VILLAGE OF WINNETKA, ILLINOIS

OFFEROR'S SUBCONTRACTORS

FULL NAME OF BIDDER:	Burns & McDonnell Engineering Company, Inc.
CONTACT PERSON:	Randall L. Patchett, PE

SUBCONTRACTORS:

A. Will you employ subcontractors? _____ X _____
 (YES) (NO)

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

VILLAGE OF WINNETKA, ILLINOIS

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

The Contractor will not change or use subcontractors not identified in this Proposal without prior written approval from the Village of Winnetka.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of the Contract, and must be passed on to the Village of Winnetka.

FAILURE TO PROVIDE SUBCONTRACTOR INFORMATION MAY BE JUST CAUSE FOR REJECTION OF OFFEROR'S PROPOSAL.

VILLAGE OF WINNETKA, ILLINOIS

RFP #15-015

PROPOSAL FORM

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

TO: VILLAGE OF WINNETKA:

The undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Offerors, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): 1 , , , (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the Village, for the term as stated herein, and to enter into a Contract with the Village, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Offeror represents that if awarded a contract to provide the Services required in the RFP, the Offeror will comply with the Compliance Affidavit included within this document.

NONCOLLUSION:

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the Village any required performance guarantee.

ILLINOIS PREVAILING WAGE ACT:

The undersigned, upon being first duly sworn, hereby certifies to the Village of Winnetka, Illinois, that all work under this Proposal shall comply with the Prevailing Wage Rate Act of the State of Illinois (820 ILCS 130/0.01, et seq) and as amended by Public Acts 86-799 and 86-693, with rates to be paid in effect at time work is performed. Contractors shall submit certified records to the Village with requests for payment. Contractors shall be responsible for determining local rates throughout the duration of the project.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

VILLAGE OF WINNETKA, ILLINOIS

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Burns & McDonnell Engineering Company, Inc.

Company Name

Name: Randall L. Patchett, PE

9400 Ward Parkway

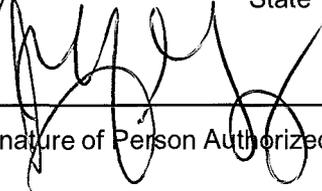
Address

Title: Project Director

Kansas City MO 64114

City State Zip

Phone: 630-724-3276



Signature of Person Authorized to Sign

Fax: 630-724-3201

Jeffrey J. Greig

Printed Name

Email: rpatchett@burnsmcd.com

Senior Vice President

Title

43-0956142

Federal Tax ID

Acknowledged before me by Samantha M. Vidal (name) as Executive Assistant (title)

of Burns & McDonnell Engineering Company, Inc. (company) this 29 (day) of September, 2015.

Notary Signature:

Samantha M. Vidal

My Commission Expires:

June 29, 2019

Affix Seal

SAMANTHA M. VIDAL
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires June 29, 2019
Commission # 15636450 RFP #15-015
Page 29 of 30

Executive Summary

EXECUTIVE SUMMARY

The Village of Winnetka's RFP for a water main replacement plan and water rate study demands a project team that is experienced in evaluating utility assets, preparing comprehensive planning services, and has the necessary technical and operational resources. Burns & McDonnell provides the required mix of capabilities and experience.

The Village's scope of services clearly conveys the desire for a partner who understands water systems and the need to maintain and replace mains, as well as the ability to evaluate the financial operating and capital requirements and prepare detailed analyses necessary for determining proper rates and fees. Burns & McDonnell has the depth and variety of resources required to successfully complete the required studies, and we have the track record prove it. Members of our team have completed previous water main replacement plans and have prepared comprehensive water rate and cost of service evaluations. We have a keen understanding of the process and priorities necessary to meet the Village's study requirements. We are fully prepared to guide the Village through the study process.

Burns & McDonnell provides professional engineering and economic services related to water systems on a daily basis. The water rate studies we perform are in accordance with American Water Works Association (AWWA) guidelines.

Firm Experience and Qualifications

Burns & McDonnell is an internationally recognized consulting firm serving clients since 1989. Burns & McDonnell has a broad array of global practices, including practices dedicated to serving the water utility industry with management and financial consulting, engineering, and construction services. As a result we have specialists in a wide range of economic, finance, engineering, and environmental disciplines which may be necessary for the proposed services.

"Burns & McDonnell's assistance in updating the financial planning models and developing options for our utility systems has been invaluable"
J. Lynn Holland, Owensboro Municipal Utilities

Our firm is the recipient of many awards and honors, but two that we feel most represent who we are include:

- ▶ *The Premier Award for Client Satisfaction* by the Professional Services Management Journal, received four consecutive years.
- ▶ *100 Best Companies to Work For* by FORTUNE Magazine, advancing to 14th on the list in 2014.

Capacity to Perform Services

Burns & McDonnell has assembled an experienced staff of engineering and financial consulting professionals with deep and directly applicable experience to execute the Village's proposed water main replacement plan and water rate study. This team has worked together recently in providing similar services to another Chicago area municipal water system. In addition, the team has analysts and technical specialists that are available to support the project as needed. The team we propose is the team who will execute the assignment.

Proven Methodology & Schedule

The water main replacement program will provide a prioritized guide as to which segments should be replaced, and the cost and justification for replacement. Parameters will be established with an index for weighting the importance of the specific parameter including a risk factor index that allows segments of water main to be weighted in terms of service importance.

EXECUTIVE SUMMARY

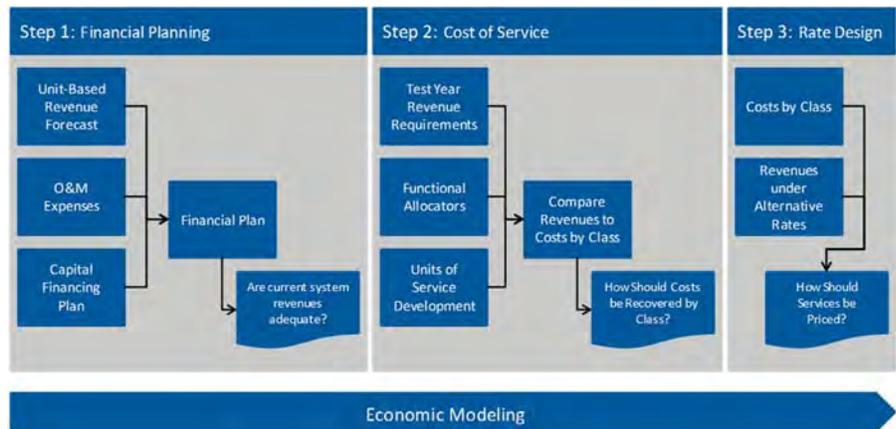
(continued)

This program is intended to be a living document allowing personnel to update the program on a periodic interval, reprioritizing or reshaping replacement segments based on annual maintenance, funding and other infrastructure projects within the Village.

At its most basic level, Burns & McDonnell study efforts are designed to meet the needs of our clients, create a financial roadmap to prudently make decisions, and to achieve the identified study goals and objectives. We will deliver our consulting services in a timely manner to meet the requirements defined by the Village prior to initiation of study efforts.

Our approach to executing utility rate studies is illustrated here and grounded in the principles followed by the American Water Works Association. The proposed work plan incorporates a process we have utilized in completing water cost of service rate studies for many utility systems across the country.

We will deliver rate consulting services in the timeline desired by the Village. We are prepared to initiate the study in November and have the work completed by the end of February, including the study report.



References

We encourage the Village to contact the references provided who can speak to our ability to provide quality work similar to the services being requested by the Village. We have included references that will speak to the quality work and level of commitment we bring to each of our studies.

"The Presentation from Burns & McDonnell was as comprehensive and well-thought out and well-reasoned as any I have been involved in...I have not seen the level of thought, care and understanding of the issues as they were presented...it was a pleasure to listen to and I was glad to be involved."
-Charles L. Zitnik, D.A. Davidson & Co.

Commitment to Quality

Burns & McDonnell has a tradition of providing complete, consistent and high-quality services to our clients. Our project teams accomplish this through skill and dedication and by following our Quality Assurance/Quality Check (QA/QC) Program.

Providing instructions as well as checks and balances, our QA/QC program is based on lessons learned from more than 100 years of successful projects and elements of industry-recognized quality assurance standards and best practices. Our team performs risk reviews to identify, assess and develop plans to mitigate risks and create project instructions, which include scope and responsibilities, schedule and budgets, and project-specific requirements. We build six-step internal quality reviews into project schedules that involve regular coordination meetings and evaluations by experienced professionals at strategic milestones throughout the design and construction processes.

Content Requirements

CONTENT REQUIREMENTS

PROJECT UNDERSTANDING

It is our understanding that the water distribution system contains approximately 71.5 miles of water main, with sections of the system installed in the early 1900's along with a water treatment plant. The Village currently wants to establish a multi-year water main replacement program and complete a rate study that presents a structure that facilitates an annual budget to fund a long term replacement program.

Many water utilities are in very similar circumstances. A typical program establishes a 100 replacement program based on age, pipe material and break history. As these components are important, other parameters must be considered in developing and prioritizing replacement water segments, as every water utility has unique circumstances or desires. The two major tasks in this project are linked. A replacement program cannot be finalized until an annual capital budget is determined which is dependent on the results of this rate study. The rate study requires input from the replacement program from a projected required capital cost. A water main replacement program must be adaptable, compatible with other Village capital programs, allow utility personnel to update and reprioritize on some frequency, if not annually, and defensible to key Village decision makers and Village customers.

Burns & McDonnell understands the Village wishes to have a water main replacement plan developed along with completing a comprehensive water rate study. The focus of the combined study efforts will be to assess the existing water system and define a replacement program that incorporates capital investment and water rate and/or fee adjustments to cover the costs to meet capital and operating requirements.

The Village rate study effort will be completed to provide a holistic review of rates and to meet the funding requirements of the water system. The Village will want to mitigate rate shock and develop a regular and stable approach to rate adjustments. A detailed review of the existing rates will be conducted and a recommended rate structure will be developed that provides sufficient revenue to fund operating and capital costs. The rate structure will be equitable in nature, reflect cost of service, take into account all rate related policies and covenants, and follow generally accepted rate practices as promulgated by the American Water Works Association.

DETAILED WORK PROGRAM

The water main replacement program will provide a prioritized guide as to which segments should be replaced, and the cost and justification for replacement. Parameters will be established with an index for weighting the importance of the specific parameter including a risk factor index that allows segments of water main to be weighted in terms of service importance. This program is intended to be a living document allowing personnel to update the program on a periodic interval, reprioritizing or reshaping replacement segments based on annual maintenance, funding and other infrastructure projects within the Village. Parameters will not only include break history, known asset conditions and critical service areas but also:

- ▶ Purpose of the water main (distribution or transmission)
- ▶ Risk factors
- ▶ Size
- ▶ Other CIP programs
- ▶ Depth of bury
- ▶ Environmental
- ▶ Trending of breaks – in an area, are the number of breaks increasing or decreasing
- ▶ Valve locations

CONTENT REQUIREMENTS

(continued)

► Other

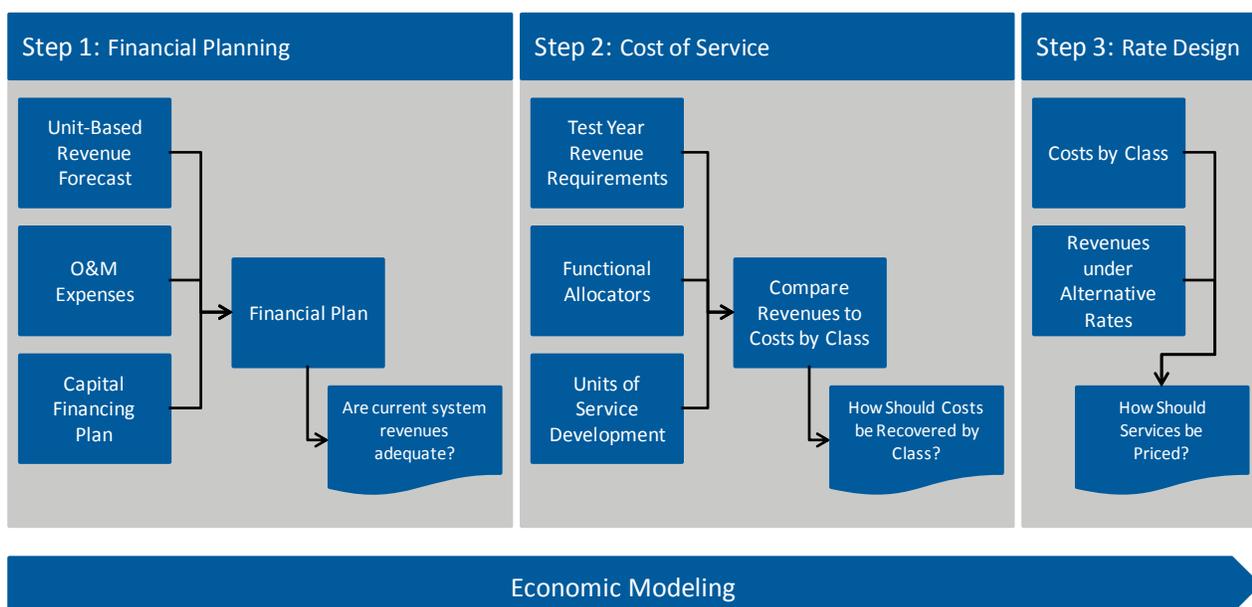
Each of the parameters is given a weighting factor unique to the Village. This weighting factor can be modified at any interval reflecting the changing conditions or circumstances in the Village. The end result is a numeric value for each proposed segment. The higher the value, the higher priority a segment has for replacement. The actual annual footage scheduled for replacement is dependent on available funds and current market drivers that impact the construction costs.

This program is intended to be a living document allowing personnel to update the program on a periodic interval, reprioritizing or reshaping replacement segments based on annual maintenance, funding and other infrastructure projects within the Village.

The water rate study establishes the financial plan and rate impact associated with the proposed water main replacement program. These initiatives dovetail together, with the water main replacement program representing a likely substantial capital investment, and the water rate study defining a funding plan to achieve it or determine reasonable annual funding and what impact that has on actual annual replacement segments. In our experience these tasks can be iterative, meaning as capital plans and programs are defined and financial impact is understood, alternative scenarios may be evaluated to balance the needs of the system with impact to customers.

At the most basic level, Burns & McDonnell’s rate studies are designed to create a financial roadmap to prudently plan for funding requirements, to defensibly and equitably recover costs, and to implement rate adjustments that achieved utility policy goals and objectives.

Our approach to executing utility rate studies is grounded in the principles established by the American Water Works Association (AWWA) *MI Principles of Water Rates, Fees, and Charges Manual*. The three step approach that we follow aligns with industry standards and is depicted below. This approach has been utilized by our proposed project management team in completing over 50 municipal utility cost-of-service and rate studies across the country in the last five years and will serve as a solid basis for the execution of the Village’s desired water rate study.



CONTENT REQUIREMENTS

(continued)

Step 1: Financial Planning provides an indication of the adequacy of the revenue generated by current rates. The results of the financial forecast analysis will answer the questions "Are the existing rates adequate?" and "If not, what level of overall revenue increase is needed?"

Step 2: Cost of Service focuses on assigning cost responsibility to customer classes. Each customer class is allocated an appropriate share of the overall system costs based on the level of service provided. The net revenue requirements (costs to be recovered from rates) identified in Step 1 are allocated to customers in accordance with industry standards and principles and system characteristics.

Step 3: Rate Design provides for the required revenue recovery. Once the overall level of revenue required is identified and customer class responsibility for that level of revenue is determined, schedules of rates for each rate class are developed that will generate revenues accordingly.

We have organized the Technical Approach below to address the specific scope of services requested in the Village's RFP. All requested scope components are included herein and are sequenced in a way we believe will enable project completion efficiently and effectively. We are prepared to adjust our approach to meet the Village's needs as may be desired.

Task 1 – Initiate Project

The objective of Task 1 is to initiate the Study.

Task 1.1 – Conduct Project Kick-off Meeting

Burns & McDonnell will initiate the project by conducting a project kick-off meeting at the Village's offices. This meeting will provide the opportunity for Burns & McDonnell to meet with key utility staff and gain further understanding of the water system. It will also allow Burns & McDonnell and the Village to discuss the project approach, schedule, deliverables, various issues to be addressed, and the initial data and information requested. During the meeting, we will work with the Village to finalize the study goals, objectives, and timeline that will result in completion of all tasks and deliverables in accordance with the Village's needs.

Task 1.2 – Review Background Information

As data becomes available, Burns & McDonnell will review information pertinent to the proposed Study. Such information is anticipated to include:

- ▶ Water infrastructure asset attributes and budget;
- ▶ Pipe segment identification, diameter, material, installation date, location, and water main break history including time, date, type of break, and location;
- ▶ General installation method
- ▶ Pipe maintenance history
- ▶ General native subgrade material and locations
- ▶ Water main delivery importance (transmission, water sensitive consumers, etc.)
- ▶ Budget and capital plans
- ▶ Bond covenants, intergovernmental agreements and other contractual requirements, as applicable;
- ▶ Historical revenues, usage, expenses, debt service requirements, reserve policies, rates and charges, growth patterns and customer information;

CONTENT REQUIREMENTS

(continued)

- ▶ Other appropriate information as deemed necessary.

Task 1 Deliverables and Meetings:

- ▶ Deliverables: Initial Data Request
- ▶ Formal Meeting: Project Kick-off at the Village's offices

Task 2 – Water Main Master Replacement Plan Development

The objective of Task 2 is to develop the water main master replacement plan.

Task 2.1 – Prepare Water Main Master Replacement Plan

Background information received at project initiation will be reviewed and analyzed. Working with utility staff, the parameters to be used for decision purposes and a qualitative index for each parameter to be applied to each identified segment of pipe will be determined. A decision matrix indicating segment location and key decision parameters will be prepared. Water main replacement guidelines customized to the Village will be developed. These guidelines may include life in years and priorities such as location, size, risk parameters, and impact on other infrastructure programs.

Task 2.2 – Conduct a Water Main Replacement Workshop

Burns & McDonnell will prepare for and conduct a Workshop at the Village that includes utility staff and other public works personnel as appropriate. The purpose of the workshop is to refine the basis of the main replacement program and decision matrix, the importance of collecting field data during maintenance activities, and to obtain additional operational experiences and information.

Task 2.3 – Develop Recommendations and Report

A water main asset replacement program utilizing the developed decision matrix and estimated annual cost will be prepared. Costs will be presented in 2015 base dollars, but will be annually adjusted by an agreed upon percentage for use in the water rate study. As part of the program graphics will be prepared showing the replacement segments and indicating the year for replacement. The program will be summarized in a report and provided to the Village for review and comment. It is anticipated this section of the report will remain in draft status to allow for completion of the rate study tasks.

Task 2 Deliverables and Meetings:

- ▶ Deliverables: Water Main Replacement Workshop
Water Main Master Replacement Plan
Draft Report
- ▶ Formal Meeting: Water Main Replacement Workshop

Task 3 – Financial Plan Development

The objective of Task 3 is to develop a water utility financial plan that assesses the impact of implementing the proposed Water Main Master Replacement Plan in conjunction with any other water system funding commitments over the next ten years.

CONTENT REQUIREMENTS

(continued)

Task 3.1 – Evaluate Current Usage Levels and Prepare Revenue Forecast

Projected annual utility service revenues under existing rates will be developed. Burns & McDonnell will review historical growth in the number of customers by class and then forecast the annual number of customers for each rate class for each year of the forecast period.

Burns & McDonnell will analyze water consumption characteristics for a recent, representative fiscal year to determine quantities of water billed by class at various consumption levels. This information will be used in the forecast of revenues under existing water rates, and will provide important data used in the consideration of alternative rate structures.

Burns & McDonnell will assess trends in water usage per account for each customer class. Based on the usage analysis and other available information, Burns & McDonnell will estimate the future usage per customer for each rate class for the utility. The estimates of the annual number of customers and the annual usage per customer will provide the basis for forecasting annual water sales usage over the Study period. The existing schedules of water rates will be applied to the projected water sales and the estimated numbers of customers to develop forecasted annual water revenues under existing rates for the forecast period.

Burns & McDonnell will also develop projections of revenues from other existing sources, which may include interest income and other income sources.

Task 3.2 – Project Capital Flow of Funds

Burns & McDonnell will review the capital improvement plan (CIP) and develop a capital planning flow of funds. This plan will acknowledge anticipated sources and uses of capital funds to implement the CIP. Funding sources may include existing balances, issuance of proposed revenue or general obligation bonds, IEPA loans, connection fees, and other sources as applicable. Uses of funds will include the Water Main Master Replacement Program, other CIP, cost of debt as applicable, and other costs as identified through consultation with the Village. Scenarios that evaluate alternative approaches to capital funding will be assessed and reviewed with the Village, including continuation of pay as you go capital funding that the Village currently follows.

Task 3.3 – Project Operating Revenue Requirements

Projections of annual system operation and maintenance expenses will be developed based on variables that may include projected water sales, historical expense levels, existing budgets, inflation estimates, and the input of the Village staff regarding any planned changes to the operation and maintenance of the utility systems.

Annual debt service requirements on any outstanding debt will be included in the operating forecast. To the extent additional financing of expected capital improvements is indicated to be required, estimates of new debt service requirements will also be incorporated in the forecast. In addition, the impacts of any financial performance requirements or targets, i.e. debt service coverage requirement, reserve levels, target operating ratio, etc., whether imposed internally or externally, will be considered.

Projections of any other water system cash expenditures not included in any of the above categories will also be captured in the financial forecast. Such expenditures may include transfers or routine capital expenditures.

Task 3.4 – Review and Finalize Operating Cash Flow

Burns & McDonnell will summarize the annual forecasts of the water utility revenues, as well as the projected operating requirements in the form of a pro-forma cash flow analysis. This analysis will identify any annual operating surplus or deficit

CONTENT REQUIREMENTS

(continued)

anticipated during the study period. The total projected annual surplus or deficit will provide an indication of whether the existing rates will generate sufficient revenues to cover the utility's costs for each year of the forecast period, and whether an overall revenue adjustment is necessary. Compliance with IEPA loans and revenue bond covenants under existing rates will also be evaluated as applicable.

Forecasted revenue requirements will be compared against available industry benchmarks, including performance measures evaluated by bond rating agencies. In collaboration with Village staff, sensitivities will be run on the cash flow projections related to changes in key variables such as changes in growth, usage, weather, inflation, changes in CIP including the Water Main Master Replacement Plan, and other variables.

Burns & McDonnell will review the preliminary forecast results with the Village. During this meeting, Burns & McDonnell will review assumptions and results for each component of the cash flow forecast. During the meeting adjustments may be made "real time" to optimize the financial plans and meet the Village's needs.

Task 3 Deliverables and Meetings:

- ▶ Deliverables: Evaluation of Usage Levels and Characteristics
Prepare Financing Plan for Capital Improvements
Ten Year Water Financial & Capital Funding Plans
- ▶ Formal Meeting: Review Meeting to Finalize Cash Flow

Task 4 – Complete Cost of Service Analysis

The objective of Task 4 is to determine the cost of service based on the revenue requirements developed in prior tasks, and to subsequently determine each customer class' responsibility in recovering that cost of service.

The information contained in the financial forecasts will be used to determine a test year revenue requirement. Burns & McDonnell will create a cost of service analysis that will equitably allocate the overall revenue requirements to each customer classes utilizing the cash basis. The development of the allocated class cost of service will be consistent with industry standards as promulgated by AWWA.

Task 4.1 – Determine Utility Cost Assignments

Burns & McDonnell will functionalize and assign each category of the water system's costs to applicable utility functions. Functions for the water system may include base, maximum day, maximum hour, fire protection, and customer or meter components. Fixed asset records will be reviewed and analyzed to support the allocation of net plant in service to functions for the water utility.

Task 4.2 – Allocate Functional Costs to Classes

Service requirements for each customer class will be estimated for each of the utility cost functions. Unit costs will be applied to each customer class units to assign costs to customer classes in accordance with the service provided.

Task 4.3 – Revenue and Cost of Service Comparison

Burns & McDonnell will prepare a comparison of the allocated cost of service results with the projections of revenues under existing rates by class, to identify the degree to which existing rates create inequities in the recovery of costs among the rate classes.

CONTENT REQUIREMENTS

(continued)

Task 4 Deliverables and Meetings:

- ▶ Deliverables: Water Cost of Service Allocation to Customer Classes
- ▶ Formal Meeting: Conference Call to Review Cost of Service Results

Task 5 – Proposed Rates Development

The objective of Task 5 is to develop proposed rates that meet the needs and objectives of the water utility.

Burns & McDonnell will assess the existing rate structure for its performance, overall equity, and ability to meet the Village’s objectives for future water rates. The appropriateness of the current rate structure will be examined, and recommendations for change will be made as appropriate to improve the fairness and equitability in cost recovery, and achieve Village goals. Three recommended rate structure alternatives will be developed, and the relative advantages and disadvantages of each will be discussed.

Burns & McDonnell will prepare a comparison of typical bills under both the existing and the proposed rates for representative water customer user profiles. Comparison of typical bills to regional communities will also be prepared.

Task 5 Deliverables and Meetings:

- ▶ Deliverables: Three Proposed Water Rate Structure Alternatives
Typical Bill Comparison
- ▶ Formal Meeting: Conference Call to Review Rate Alternatives

Task 6 – Prepare Draft and Final Reports

Burns & McDonnell will extend the draft report developed for the Water Main Master Replacement Plan to summarize the water rate study results in a draft report for review by the Village staff. The updated report will include an executive summary with recommendations, a summary of background data and assumptions, and specific sections addressing the Water Main Master Replacement Plan and the Water Rate Study including financial planning, cost of service, and rate design analysis.

As requested in the Village’s RFP, this report will address the following key elements:

- ▶ A plan that identifies the rate of rehabilitation or replacement of the water mains and other essential assets, based on industry standards and best practices.
- ▶ Prioritization plan for the water mains.
- ▶ Assess the Village’s water system infrastructure needs and provide a long range capital improvements plan with funding options.
- ▶ Assess the benefits and downsides of utilizing various funding methods, including debt and pay as you go financing.
- ▶ Recommendation for annual targets for fund balance.
- ▶ Assess the current rate structure’s performance as a baseline for comparing recommended alternatives.
- ▶ Assess the equity of recommended water rates for all types of property ownership inclusive of multi-family units.
- ▶ Assess the ability of the revenue stream generated by the recommended rate structures to fully fund water system costs.
- ▶ Assess the existing the structure and identify other potential areas for service and system charges and recommend changes.
- ▶ Assess the performance of each alternative rate structure and provide a recommendation on the preferred rate structure.

CONTENT REQUIREMENTS

(continued)

- ▶ Provide all data for supporting conclusions and observations for each of the areas above and cite within study.

Feedback regarding the draft report will be incorporated into the Final Report as appropriate. Twenty bound, color copies of the Final Report will be provided along with an electronic PDF copy.

Task 6 Deliverables and Meetings:

- ▶ Deliverables: Draft Report
Twenty Copies of Final Report
- ▶ Formal Meeting: Conference Call to Discuss Report

Task 7 – Presentation of Findings and Recommendations

At the conclusion of the Study, Burns & McDonnell will develop a presentation that summarizes the findings of the Study. A presentation of these findings and recommendations will be made at an evening meeting with the Village Council. Twelve copies of the report will be provided for reference during the meeting.

Task 7 Deliverables and Meetings:

- ▶ Deliverables: Twelve copies of the Report
- ▶ Formal Meeting: Council Presentation at an Evening Meeting

PROPOSED SCHEDULE

Burns & McDonnell is prepared to initiate the assignment immediately. We will complete this Study within a schedule acceptable to the Village and agreed to prior to notice to proceed and execution of the contract agreement.

Assuming a start date the week of November 9, we anticipate the draft water main replacement plan will be completed by mid-December. The financial plan development will be completed in early January. The cost of service analysis will be completed by late January and proposed rates developed by early February. The draft Study report would be ready in early February and the final Study report completed before the end of the month. Achieving this schedule assumes all requested data will be made available in a timely fashion and that necessary reviews of information and completed analysis by Village staff will be accomplished in a reasonable time frame. This schedule is customizable to the needs of the Village, and could be accelerated or extended to meet the Village's specific circumstances.

Burns & McDonnell has prepared the project schedule shown on the following page, but we are willing to consider schedule alternatives to meet the Village's study objectives and needs.

CONTENT REQUIREMENTS

(continued)

Village of Winnetka, Illinois Water Main Replacement Plan and Water Rate Study Proposed Work Schedule

	November				December				January					February				March	
	11/9	11/16	11/23	11/30	12/7	12/14	12/21	12/28	1/4	1/11	1/18	1/25	2/1	2/8	2/15	2/22	2/29	3/7	3/14
	Week of: Project Week: 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Notice to Proceed	★																		
Task 1 - Initiate Project	■																		
Task 2 - Water Main Master Replacement Plan Development		■	■	■	■	■	■	■											
Task 3 - Financial Plan Development				■	■	■	■	■	■	■	■	■	■						
Task 4 - Complete Cost of Service Analysis									■	■	■	■	■	■					
Task 5 - Proposed Rates Development													■	■	■	■	▲		
Task 6 - Prepare Draft and Final Reports			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 7 - Presentation of Findings and Recommendations (a)																			▲

(a) Presentation dates assumed and will be finalized at kickoff or during the course of completing the study.

Key:	Contract Award	★	Length of Task	■	Final Report	◆
	Project Review Meeting	■	Draft Report	▼	Formal Presentations	▲

Documentation

DOCUMENTATION

DESCRIPTION OF KEY DELIVERABLES

The primary deliverables for the Water Main Replacement and Water Rate Study include the final reports and presentation. Burns & McDonnell has recently completed a similar study for the City of DeKalb, Illinois. Two reports were produced for that study, one for the master plan and one for the water rate study. These reports are highlighted in this section of our proposal but full copies are available for the Village’s review if desired. Burns & McDonnell anticipates completing similar reports for the Village as part of the study process.

Anticipated Table of Contents

Burns & McDonnell typically prepares reports providing an overview work completed and our findings and recommendations. As part of completing the water main replacement plan and water rate study, Burns & McDonnell anticipates preparing two reports for this Study in a manner similar to the study completed for the City of DeKalb. The table of contents for the reports would be similar to the examples provided below. If the Village prefers, Burns & McDonnell can provide one integrated report for the study.

Water Main Replacement Program Table of Contents

Reports for each client are customized to the needs of that specific community. The table of contents below represents the water master planning report provided to the City of DeKalb.

- 1.0 EXECUTIVE SUMMARY**
 - 1.1 Background
 - 1.2 Water Demand
 - 1.3 Existing Water System
- 2.0 INTRODUCTION**
 - 2.1 Study Purpose and Scope
 - 2.2 Study Area.
 - 2.2.1 Regional Location
 - 2.2.2 Boundaries
 - 2.3 Land Use
- 3.0 CURRENT SYSTEM ASSESSMENT**
 - 3.1 Population
 - 3.2 Water Consumption
 - 3.3 Existing Water System
 - 3.3.1 Well Capacities
 - 3.3.2 Water Treatment Plants
 - 3.3.3 Water Storage
 - 3.3.4 Distribution System
- 4.0 WATER DEMAND PROJECTIONS**
 - 4.1 Residential Population
 - 4.2 Institutional Population
 - 4.3 Non-Residential Population Equivalent
 - 4.4 Total Population Equivalent Projection
 - 4.5 Water Demand Projections
- 5.0 WATER SYSTEM RECOMMENDATIONS AND IMPROVEMENTS**
 - 5.1 Water Supply
 - 5.1.1 Water Supply Improvements
 - 5.2 Water Treatment

DOCUMENTATION

(continued)

- 5.2.1 Water Treatment Improvements
- 5.2.2 Water Treatment Operational Considerations
- 5.3 Water Storage Requirements
 - 5.3.1 Equalization Volume
 - 5.3.2 Fire Storage
 - 5.3.3 Emergency Storage
 - 5.3.4 Total Storage Requirement
 - 5.3.5 Water Storage Improvements
- 5.4 Water Distribution System
 - 5.4.1 Modeling Criteria
 - 5.4.2 Modeling Results
 - 5.4.3 Water Main Break History
 - 5.4.4 Water Distribution Improvements
 - 5.4.5 Water Main Renewal and Replacement Considerations
 - 5.4.6 Water Distribution Recommendations

6.0 CAPITAL IMPROVEMENT PLAN

- 6.1 Water Supply Recommendations
- 6.2 Water Treatment Recommendations
- 6.3 Water Storage Recommendations
- 6.4 Water Distribution Recommendations

Water Rate Study Table of Contents

Reports for each client are customized to the needs of that specific community. The table of contents below represents the rate study report provided to the City of DeKalb, and is similar to the majority of rate studies we perform.

1.0 EXECUTIVE SUMMARY

- 1.1 Project Background
- 1.2 Financial Planning
- 1.3 Proposed Rates
- 1.4 Statement of Limitations

2.0 FINANCIAL PLANNING ANALYSIS

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- 2.2 Introduction
- 2.3 Water Utility Revenues under Existing Rates
 - 2.3.1 Historical Projected Customers
 - 2.3.2 Historical and Projected Volumes
 - 2.3.3 Existing Water Rates
 - 2.3.4 User Revenues under Existing Rates
- 2.4 Water Utility Expenditures
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 - 2.4.3 Existing Debt Service Requirements
- 2.5 Financial Planning Scenarios
 - 2.5.1 Current User Charge Revenue Adjustment Practice
 - 2.5.2 Scenario 1 - Fully Funded CIP / Stable Revenue Increases
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 - 4.5 Typical Bills and Residential Bill Comparison

Water Rate Study Sample Outputs

Rate studies that evaluate funding of new capital improvement programs often require assessment of different scenarios. This was the case in DeKalb and we expect it will likely be the case in the Village of Winnetka. For DeKalb, we evaluated a number of scenarios and included three in the final report. A summary of those scenarios is shown below.

Table 1: Summary of Key Financial Assumptions by Scenario

Indicator	Scenario 1 Full CIP / Stable Increases	Scenario 2 Full CIP / Front Load Increases	Scenario 3 Partial CIP / 4% Increases
Capital Plan Funding			
Total Baseline CIP	\$ 8,292,400	\$ 8,292,400	\$ 8,292,400
Renewal & Replacement CIP 2015-2019	\$ 4,064,000	\$ 4,064,000	\$ 3,150,300
Renewal & Replacement CIP 2020-2024	\$ 6,134,700	\$ 6,134,700	\$ 5,352,300
Total Renewal/Replacement	\$ 10,198,700	\$ 10,198,700	\$ 8,502,600
Total CIP Funded (a)	\$ 18,491,100	\$ 18,491,100	\$ 16,795,000
Number of Debt Issues	3	2	1
Total Debt Issued	\$ 3,587,700	\$ 2,417,200	\$ 2,000,000
Minimum Unrestricted Capital Balance	\$ 1,000,100	\$ 1,000,100	\$ 1,000,100
Year of Minimum U.C. Balance	2017	2018	2017
Revenue Adjustments Proposed			
FY 2016 Increase (7/1/2015)	4.50%	8.50%	4.00%
FY 2017 Increase (7/1/2016)	4.50%	8.50%	4.00%
FY 2018 Increase (7/1/2017)	4.50%	1.50%	4.00%
FY 2019 Increase (7/1/2018)	4.50%	1.50%	4.00%
FY 2020 Increase (7/1/2019)	4.50%	1.50%	4.00%
FY 2021 Increase (7/1/2020)	1.50%	1.50%	4.00%
FY 2022 Increase (7/1/2021)	1.50%	1.50%	1.50%
FY 2023 Increase (7/1/2022)	1.50%	1.50%	1.50%
FY 2024 Increase (7/1/2023)	1.50%	1.50%	1.50%

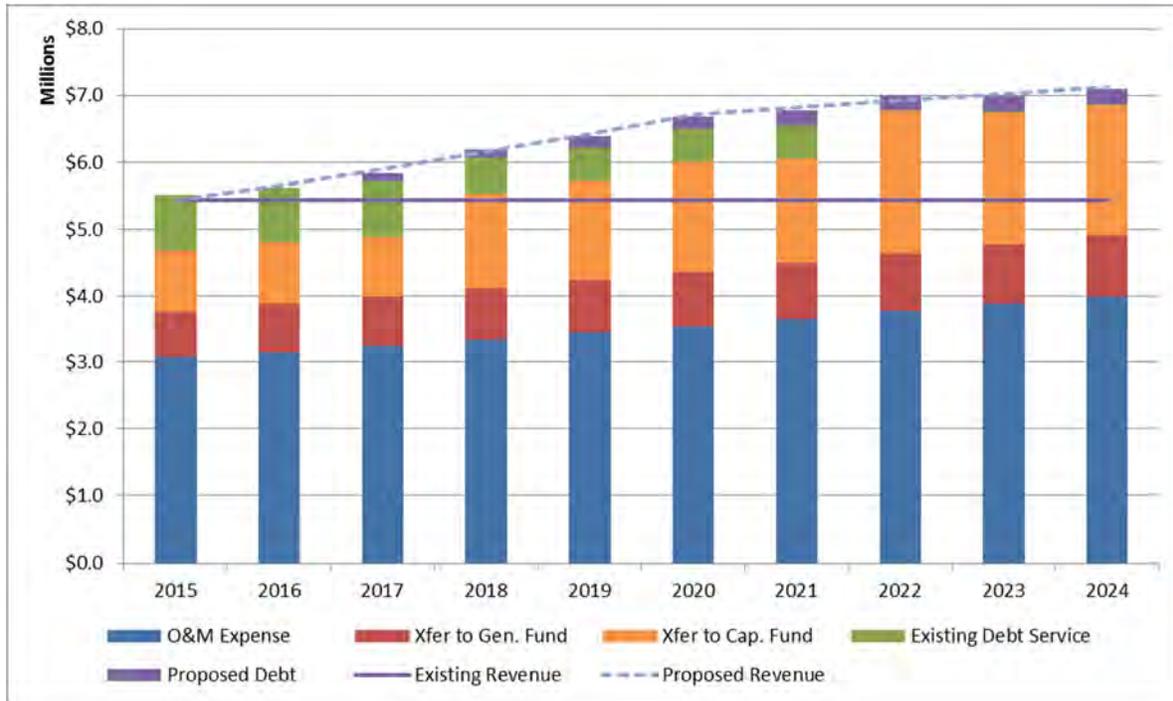
(a) All CIP reflects an inflation adjustment of 3 percent annually.

DOCUMENTATION

(continued)

A combination of graphics and tables are used to communicate financial information. The graph below illustrates revenues under existing and proposed rates compared to the funding requirements of the water utility.

Figure 1: Water Utility Operating Cash Flow with Proposed Revenue Adjustments



Proposed rates will be evaluated for the impact on water utility customers. The table below compares the impact to typical bills for different classes.

Table 2: Typical Bill Comparison

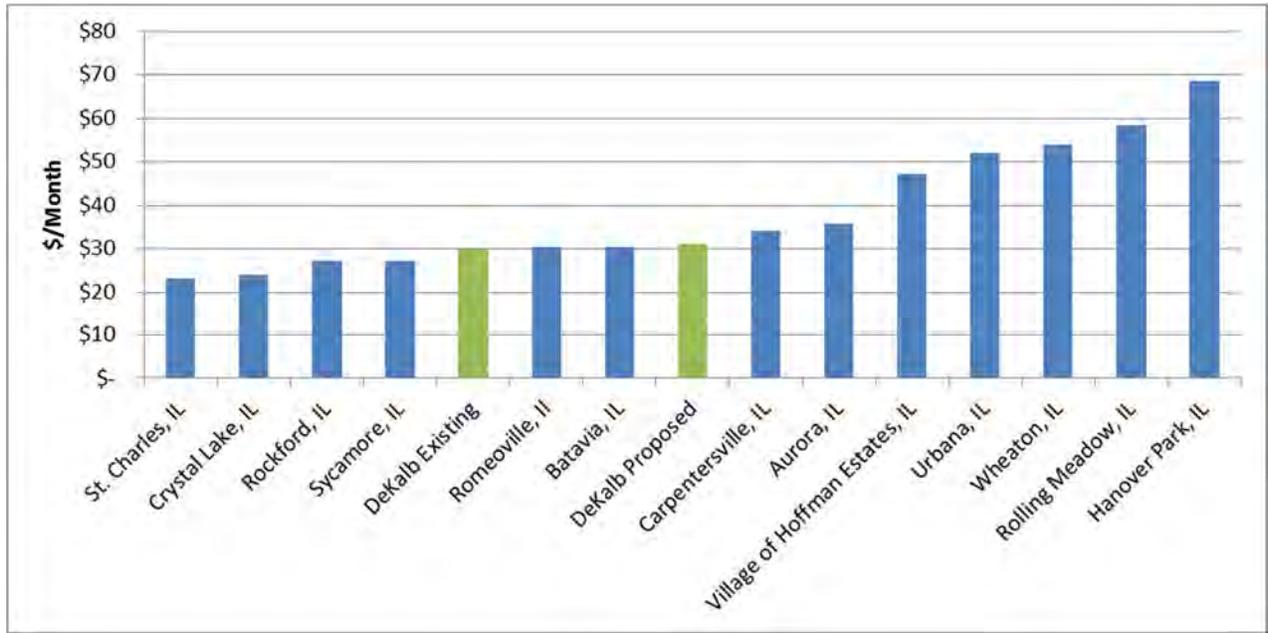
Line No.	Description	Monthly Water Consumption Ccf	Monthly Bill		Proposed		
			Under Existing Rates \$	Under Proposed FY16 Rates \$	Increase / (Decrease) \$	%	
Residential 5/8"							
1	Senior Citizen/Low Income	4.0	\$ 13.40	\$ 13.96	\$ 0.56	4.2%	
2	Average	8.0	\$ 29.80	\$ 31.26	\$ 1.46	4.9%	
3	High	12.0	\$ 42.20	\$ 44.14	\$ 1.94	4.6%	
Commercial 5/8"							
4	Low	10.0	\$ 36.00	\$ 37.70	\$ 1.70	4.7%	
5	Medium	20.0	\$ 67.00	\$ 69.90	\$ 2.90	4.3%	
6	High	50.0	\$ 160.00	\$ 166.50	\$ 6.50	4.1%	
7	Commercial 2"	100.0	\$ 321.67	\$ 334.33	\$ 12.67	3.9%	
8	Commercial 4"	200.0	\$ 641.67	\$ 666.67	\$ 25.00	3.9%	

DOCUMENTATION

(continued)

A regional comparison of residential bills is also typically performed, as shown in the following graph.

Figure 2: Residential Monthly Bill Comparison



Consultant Qualifications

CONSULTANT QUALIFICATIONS

FIRM INFORMATION



Burns & McDonnell Engineering Company, Inc. has been providing water and wastewater services to public sector and industrial clients since 1898, with wastewater collection and treatment being one of the original engineering practices. Our local office, currently located in Downers Grove, Illinois was opened in 1994 and offers a combined staff of over 180 full time professionals to assist on various infrastructure projects. Our local office is supported by over 5,000 individuals located nation-wide including our world headquarters in Kansas City, Missouri. Burns & McDonnell offers a wide range of services to best meet our clients' needs. These services are consistently provided with the standards of quality and commitment Burns & McDonnell prides itself in and include:

CONSULTANT QUALIFICATIONS

(continued)

- Lift Stations and Pump Stations
- Storm Water Management and Engineering
- Water System Engineering
- Wastewater System Engineering
- Transportation Planning, Design and Construction Phase Services
- Grants and Funding Assistance
- Surveying
- Structural Engineering
- Roadway Lighting
- Aviation
- Hydraulic Modeling
- I/I Studies
- Environmental Remediation
- Phase I and II Site Assessments
- Electrical Transmission and Distribution Engineering
- Emergency Generator Systems
- Substations
- Utility Systems
- Co-generation Facilities
- Electrical and Controls (SCADA) Systems
- Financial Planning & Utility Rate Studies

FIRM EXPERIENCE

Water System Master Plan and Rate Study

DeKalb, Illinois

The City of DeKalb is located 65 miles west of Chicago and encompasses 14.65 square miles in DeKalb County, Illinois. The city limits are primarily in DeKalb Township, with portions of the city extending eastward into Cortland Township and southward into Afton Township. The existing City water system includes 6 deep water supply wells, 3 shallow water supply wells, five ion exchange/iron removal water treatment plants, four elevated storage tanks, and 177 miles of water main.

The City of DeKalb (City) contracted Burns & McDonnell to perform a Water System Master Plan and Water Rate Study (Project). The purpose of the Master Plan was to review the existing Capital Improvements Plan (CIP) for water supply, storage, treatment and distribution to develop a CIP that includes recommendations for improvements and associated present value costs. A ten year planning period was used for the CIP and in developing the rates for the rate study. The scope of the Project included the following:

- An assessment of the City's current water system.
- Analysis of the City's water distribution system, including a review of water main break history and hydraulic modeling information. Based on this information a prioritized list of projects including cost impacts was identified.
- Development of a multi-year Water Rate Study with cost and revenue projections. Suggested changes to the City's water rates to cover future capital expenses were included in this exercise, as well as a comparison of the City's water rate to other communities.

A total of \$13 million of capital improvements needed in the City were identified in the master plan. This included approximately \$10 million in prioritized water main replacement with the remaining \$3 million being comprised of water supply, treatment and storage projects.

The rate study consisted of developing a ten-year financial forecast to estimate the annual revenue requirement for the City and included projections of annual revenues, expenses and the resulting cash flows over the forecast period. These estimates were used to identify the need for additional funds through rate adjustments, external capital financing, and/or transfers from reserves.

CONSULTANT QUALIFICATIONS

(continued)

The annual revenue requirement developed from the forecast was used as the basis for the cost-of-service analysis. Each component of cost was assigned to functions based on industry standards, and subsequently allocated to rate classifications. These allocations were developed to reflect the level of service each customer class received from the utility.

Proposed rates were developed consistent with the City of DeKalb's rate objectives. The proposed rate design included maintain a minimum balance of \$1 million and was designed to balance the goals to provide full recovery of the costs of providing service, to establish rates commensurate with cost of service, and to minimize the impacts of rate changes on individual groups of customers. Comparison of monthly bills calculated for varying levels of consumption based on the existing rates and the proposed rates were developed. As part of the rate design process, consideration was given to comparisons of monthly bills based on the proposed rates with the current rates of similar neighboring utilities.

Reference:

Ms. Cathy Haley
Finance Director
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
(815) 748 -2832

Reference:

Mr. Bryan Faivre
Superintendent – Utilities Division
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
(815) 748 -2050

Water Distribution System Master Plan

Arlington Heights, Illinois

The Village of Arlington Heights recognized that the distribution system (260 miles) was incurring increasing breaks due in part to age (100 miles > 60 years old), pipe material and transient pressures. The Village has implemented a rate increase to fund a long term main replacement program. Annual funds will increase annually to a constant level of \$4.3 million dollars. The next question was how or where to start with replacing the water mains. Finally, a determination of what parameters should be used to make smart decisions and maximize investment was made.



Burns & McDonnell was retained to prepare a 10 year replacement program. The program is intended to indicate quantity, cost and location of annual water replacement segments; to be evaluated on an annual basis updating system history from recent maintenance activities and become a guide for decisions for annual replacement of existing water distribution or transmission mains.

The water main replacement program provides a prioritized guide as to which segments should be replaced, the cost and justification for replacement. Parameters were established with an index for weighting the importance of the specific parameter including a risk factor index that allows segments of water main to be weighted in terms of service importance. This program will be a living document allowing personnel to update the program on a periodic interval, reprioritizing or reshaping replacement segments based on annual maintenance, funding and other infrastructure projects within the Village.

Working closely with water utility personnel, a total of 20 parameters were identified to be considered in prioritizing segments. Additionally, each parameter and sub parameter was assigned a factor index indicating level of importance. Recent construction bids were evaluated to determine costs for various size mains for the purpose of estimating construction

CONSULTANT QUALIFICATIONS

(continued)

costs for each segment. The end result was a table and graphics depicting the segments, cost and year scheduled for replacement. The program was presented to Village personnel and shown how adjustments can be implemented within the program material.

Reference:

Mr. Jeff Musinski
222 North Ridge Avenue
Arlington Heights, Illinois 60005
(847) 368-5806

Water System Master Plan and Rate Study

Newport Chemical Depot Reuse Authority, Vermillion County, Indiana

Burns & McDonnell is currently providing master planning, rate study, engineering design services and construction services for the Newport Chemical Depot Reuse Authority as part of the redevelopment of the former Newport Chemical Depot. The project includes:

- ▶ Rate Study
- ▶ Regional Water Supply Planning Study including hydraulic modeling and siting of new booster pump stations elevated tanks and transmission mains
- ▶ Design and construction of approximately 3-miles of new transmission main ranging in diameter from 24 to 48, inches
- ▶ Inspection and design of improvements to an existing 7 MG reservoir
- ▶ Inspection and design of improvements to an existing 100,000 gallon elevated tank
- ▶ Disinfection system upgrades including a new UV disinfection system
- ▶ Inspection and repair of an existing Ranney Well and caisson
- ▶ Treatment plant pumping and piping system improvements

The project includes the development of a regional water master plan to provide service to communities Vermillion County, IN and central Illinois. A user rate study was performed to determine rates for regional wholesale and local water supply, storage, treatment and distribution. Modeling of the existing water distribution system was performed and used in developing a master plan for providing regional water supply. The detailed inspection, design and construction of water supply, treatment, storage and distribution system improvements necessary to provide a viable water system for the 7,000 acre Vermillion Rise Mega Park owned and operated by the Newport Chemical Depot Reuse Authority was also completed.

Project deliverables include reports of findings, cost analyses, transition plans, detailed design, bid phase documents, construction documentation and GIS mapping.

Reference:

Mr. William Laubernds
1051 W. Indiana Avenue
Hillsdale, Indiana 47854
(765) 832-3870

CONSULTANT QUALIFICATIONS

(continued)

Water Distribution System Master Plan

Village of Mt. Prospect, Illinois

Burns & McDonnell was contracted by the Village of Mount Prospect to develop a water distribution system master plan for its water distribution system. The project include hydraulic modeling, GIS mapping, SCADA review, storage and distribution system inspection, water main break history analysis and development of a report with re commendations for improving overall water distribution system performance. The report included development of a prioritized capital improvements plan and life costs for the existing water system.



The water model was calibrated using field pressure and flow tests using existing fire hydrants. Each testing location was surveyed to establish its elevation. This data was then utilized to run a static calibration analysis. Once the model was calibrated, the model was used to run steady state simulations as well as extended period water quality simulations. This included an EPS calibration, a water age analysis, and development of recommended improvements to the water distribution system as well as recommended sampling sites. Burns & McDonnell also purchased the MWH Software for the water model to be turned over to the Village. As part of turning over the software to the Village, Burns & McDonnell provided training on how to load and run the model as well as training on how to best utilize the model to assist the Village in their planning and operations.

Recommended improvements included water main replacement, elevated tank improvements, booster station improvements and SCADA modifications. Improvements were prioritized based on beneficial impact to the overall distribution system including increased hydraulic conveyance, break history, water aging and facility condition assessment.

Reference:

Mr. Sean Dorsey
1700 West Central Road
Mount Prospect, Illinois 60056
(847) 870-5640

Water Distribution System Master Plan / Operations Reports

Northwest Suburban Joint Action Water Agency

Burns & McDonnell is currently or has provided master planning, capital improvements planning, vulnerability assessment, design and construction services to the Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) for its water storage and transmission system. The NSMJAWA system includes approximately 54 miles of large diameter transmission main ranging from 16-inch to 90-inches in diameter; a 130 million gallon a day main booster pump station, four booster pump stations and 20 million gallons of storage in two ground reservoirs and two five million gallon standpipes. The

CONSULTANT QUALIFICATIONS

(continued)

system provides drinking water from Lake Michigan to seven member communities consisting of a day-time population of approximately 500,000 people in a 95 square mile service area that extends into three counties.

Burns & McDonnell has been providing services to NSMJAWA for approximately 15 years. We are currently providing master planning for sustainable supply and service area expansion. We are also performing a condition assessment of NSMJAWA's infrastructure; assisting in updating the capital improvements plan and providing operational support on a continuous basis. Our master planning experience also includes updating and maintaining a hydraulic model of the system; development of prioritized system improvements.

As NSMJAWA's engineer we have also provided Bond Resolution Triennial Condition and Operation Report, bond restructuring support and validation of capital improvements projects. We have also completed detailed design and construction support of over \$100 million of system improvements.

Client Reference

Northwest Municipal Joint Action Water Agency
Kevin J. Lockhart
901 Wellington Avenue
Elk Grove Village, Illinois 60631
(847) 981-4083

Water and Wastewater Rate Study

Lake Forest, Illinois

In 2012, Burns & McDonnell provided an update to the comprehensive water and wastewater service that refreshed the financial plan and tested the sensitivity of future revenue increases against changes in customers, volumes, and capital improvement plans. Several scenarios were developed to assist City staff in understanding the updated financial plan under various assumptions.

The original study was completed in 2007 and included a comprehensive evaluation of the costs of providing water and wastewater service for the City of Lake Forest, Illinois (the City). A schedule of water and wastewater rates was designed to generate adequate revenues to meet projected operating and capital costs while maintaining sound financial performance. In completing the study it was determined that water rates were subsidizing the wastewater system, and as part of the five year plan developed, wastewater rates were designed to ultimately make the wastewater system self-sustaining. The recommended rate structures include a customer charges and a single unit rate per volume applied to the appropriate volume of consumption. The customer charge proposed was based on customer classification rather than meter size which is a change to meet specific requirements of the City. Rates were developed for both inside and outside City customers. Burns & McDonnell presented the results of the study and the recommendations in meetings to staff and before the City Council.

Typical bill comparisons were developed for average customers under the proposed water and wastewater rates. A comparison of the City existing and proposed water and wastewater charges to the charges of neighboring communities was also made.

Reference:

Ms. Elizabeth Holleb
Finance Director
800 North Field Drive
Lake Forest, Illinois 60045
(847) 810-3612

CONSULTANT QUALIFICATIONS

(continued)

Water Rate Study

Owensboro, Kentucky

Burns & McDonnell completed a comprehensive water financial planning, cost of service and rate study for Owensboro Municipal Utilities (OMU) in 2014. Burns & McDonnell developed a five-year financial plan based on revenue and expenditure projections to assess the adequacy of the existing schedule of rates. Next, we completed an evaluation of the equity of cost recovery under the existing schedule of rates and identified cost responsibility among the various customer classes. Cost assignment was completed in accordance with industry guidelines. Finally, we developed proposed schedules of rates for implementation over a five-year period that will achieve the necessary revenues and reflect the cost-of-service results. Our analysis, findings, and recommendations were presented to the Utility Commission and to City Council. An updated model was provided to OMU as a part of the study and was subsequently used to assist in supporting revenue bond issuance in 2014.

Prior to undertaking the most recent studies, Burns & McDonnell completed preparation of work on updating the water and electric system financial planning models. This project required a complete restructuring of the water and electric system forecasting models in Excel files. Burns & McDonnell worked with OMU staff in the restructuring process to assure the models would be in a format consistent with other OMU financial information. As part of the process, Burns & McDonnell trained OMU staff on using the model and making adjustments to the model in the future. Ted Kelly has been leading financial and rate study efforts for OMU since the mid-1980s. For the 2014 study he was supported by Dave Naumann.

Reference:

Ms. Lynn Holland
Director of Finance and Accounting
2070 Tamarack Road, PO Box 806
Owensboro, Kentucky 42301
(270) 926-3200

Water and Sewer Rate Study

City of Fort Smith, AR

Burns & McDonnell prepared a comprehensive water and sewer rate study for the City of Fort Smith, Arkansas Water and Sewer Utilities. This study included a determination of system revenue requirements, a cost-of-service analysis, and rate design services. The study included determination of costs for inside city retail customers and outside city wholesale costs and design of appropriate rates for each.

A five-year financial forecast was developed to estimate the annual revenue requirement and included projections of annual revenues, expenses and the resulting net margins, as well as projections of cash flows, over the forecast period. The forecast included consideration of annual levels of internally generated funds from operations and projected capital expenditure requirements. These estimates were used to forecast the need for additional funds through retail rate adjustments, external capital financing, and/or transfers from reserves.



CONSULTANT QUALIFICATIONS

(continued)

The annual revenue requirement developed from the forecast was used as the basis for the cost-of-service analysis. Each component of the annual revenue requirement including operating expense, net income, net non-operating margins, and other revenue was assigned to the functional services provided. The annual revenue requirement was further allocated to rate classifications. These allocations were developed to reflect the relative impact each rate class has had on the level of each component of the annual revenue requirement.

Proposed rates were developed consistent with Fort Smith's rate objectives. The proposed rate design for each class generally follows the existing rate structure and is designed to achieve a balance between the objectives to provide full recovery of the costs of providing service, to base the retail rates on the allocated cost-of-service, and to minimize the impacts of rate changes on individual groups of customers. Comparison of monthly bills calculated for varying levels of consumption based on the existing rates and the proposed rates were developed. As part of the rate design process, consideration was given to comparisons of monthly bills based on the proposed rates with the current rates of neighboring utilities.

Burns & McDonnell has completed a consulting engineer's reports in connection with the issuance of water and sewer utility revenue bonds for the Water and Sewer Utilities on several occasions. In completing the studies, Burns & McDonnell completed an analysis of historical operations and made projection of operating revenues and operation and maintenance expenses for the water and sewer systems for a five year period. The results of our analysis showed the systems' ability to provide for necessary debt service coverage. During the course of completing the work on the engineer's report, Burns & McDonnell also completed a review of the proposed water rate adjustments for the system.

Reference:

Mr. Steve Parke
Director of Utilities
3900 Kelley Highway
Fort Smith, Arkansas 72904
(479) 784-2231

CONSULTANT QUALIFICATIONS

(continued)

Relevant Water Rate Consulting Experience Matrix

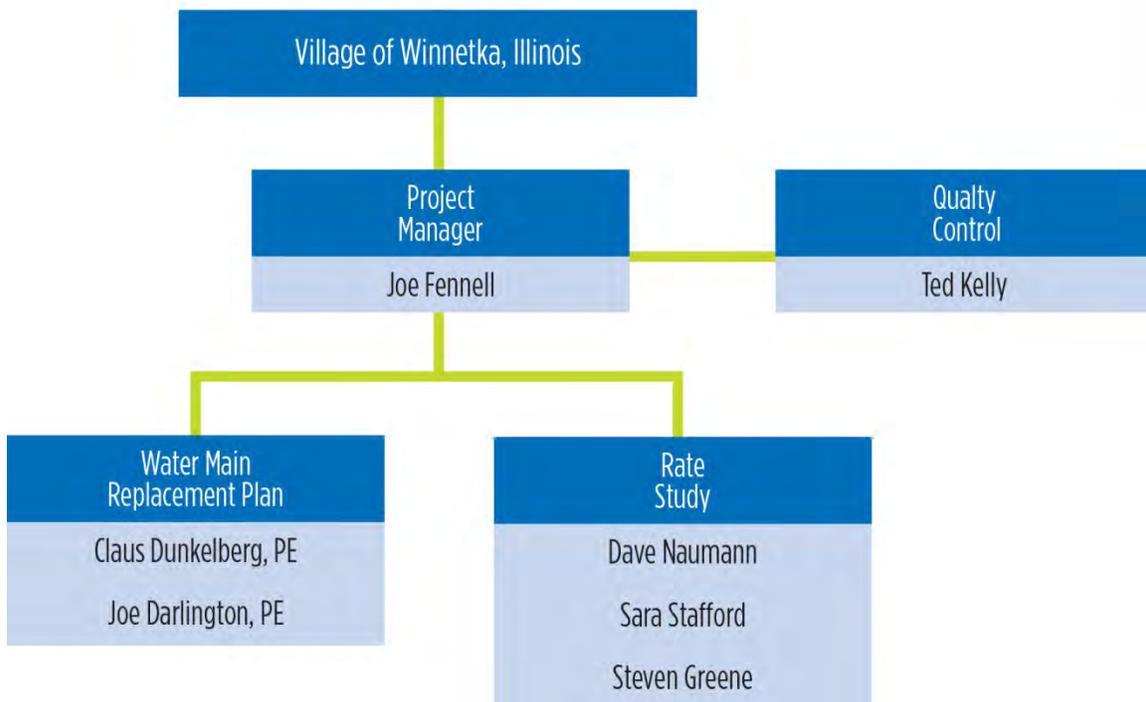
Client	State	Type	Rate Studies					Other Financial Studies			Project Leadership
		Water, Wastewater, Stormwater	Revenue Requirements	Cost of Service	Rate Design	Wholesale / Contract Rates	Rate Model	Benchmarking	Bond Feasibility Analysis	Other Assessment	
Cabot	AR	w, ww	●	●	●		●				Kelly
Ft Smith	AR	w, ww	●	●	●	●	●		●		Kelly, Naumann
Springdale	AR	w	●	●	●	●					Kelly
Glenwood Springs	CO	w, ww	●	●	●		●	●			Kelly
Greeley	CO	w, ww	●					●		●	Kelly
Lookout Mountain Water District	CO	w	●		●						Kelly, Naumann
Telluride	CO	w, ww	●	●	●						Naumann
Dover	DE	w	●	●	●		●	●	●		Kelly
Lewes	DE	w, ww								●	Kelly
Gainesville Regional Utilities	FL	w, ww								●	Kelly, Naumann
Council Bluffs	IA	w	●	●	●		●		●		Kelly
Aurora	IL	w, ww	●	●	●		●				Naumann
DeKalb	IL	w	●	●	●						Kelly, Naumann
Evanston	IL	w				●					Kelly, Naumann
Joliet	IL	w, ww	●	●	●		●				Kelly, Naumann
Lake Forest	IL	w, ww	●	●	●		●				Kelly, Naumann
Naperville	IL	w, ww	●	●	●		●	●			Kelly
Newport	IN	w, ww	●		●					●	Kelly, Naumann
Atchison	KS	w, ww	●	●	●					●	Kelly
Board of Public Utilities	KS	w	●	●	●					●	Naumann
Desoto	KS	w	●		●					●	Kelly
El Dorado	KS	w	●	●		●				●	Naumann
Hays	KS	w								●	Kelly
Kansas City	KS	ww, sw	●					●		●	Kelly, Naumann
McPherson	KS	w	●	●	●	●					Kelly, Naumann
Unified Government of Kansas City	KS	ww, sw	●							●	Kelly, Naumann
Wichita	KS	w, ww	●						●		Kelly, Naumann
Louisville Water Company	KY	w							●	●	Naumann
Northern Kentucky Water District	KY	w	●	●	●	●					Naumann
Owensboro	KY	w	●	●	●	●	●	●	●		Kelly, Naumann
Lafayette Utilities Systems	LA	w				●					Kelly, Naumann
Monroe	LA	w	●	●	●						Kelly
Willmar	MN	w	●	●	●		●				Kelly
Belton	MO	w		●	●	●					Kelly, Naumann
Carrollton	MO	w	●		●		●				Kelly
Independence	MO	w, ww	●	●	●	●	●				Kelly, Naumann
Kansas City	MO	w, ww, sw	●	●	●	●	●		●	●	Kelly, Naumann
Liberty	MO	w, ww	●	●	●	●	●				Kelly, Naumann
Saint Charles	MO	w, ww	●		●					●	Kelly, Naumann
Trenton	MO	w, ww	●	●	●		●				Kelly, Naumann
Columbus	OH	w, ww	●	●	●		●				Naumann
Greater Cincinnati Water Works	OH	w	●	●	●	●	●	●		●	Naumann
Columbia	SC	w, ww						●			Naumann
Columbia	TN	w, ww	●	●	●		●				Kelly
Knoxville	TN	w, ww	●	●	●		●				Kelly, Naumann
BexarMet	TX	w	●						●		Kelly
Loudoun County Sanitation Authority	VA	w, ww	●						●		Kelly
Norfolk	VA	w, ww	●	●	●	●		●	●		Naumann

CONSULTANT QUALIFICATIONS

(continued)

PROJECT TEAM

Burns & McDonnell has assembled a team which understands not only the need for a high quality end product, but also the importance of completing the project in a timely manner, on or under budget. If the Village of Winnetka is not happy at the end of the project, the project is not a success. We understand this, and we look for ways to maintain performance and reduce costs. Burns & McDonnell's team looks at the big picture from modeling to comprehensive planning to provide the product you want. The selected team members have extensive experience in master planning, water treatment and facility optimization, distribution system analysis and rate studies. The organization chart is shown below, which illustrates how our unified team will execute this project. Detailed resumes of all members are included at the end of this section. This entire team is available to immediately begin work on this project.



All key Burns & McDonnell project personnel are assigned for the duration of a project so that the project benefits from a consistent team of professionals from inception through completion. Other technical personnel are assigned as required, each member serving only as long as his or her particular expertise is needed. Our officers, section managers, in house technical specialists, senior engineers, architects, scientists, planners, and technicians are available to our project team and the Village at all times for advice and consultation. Key members of this project have worked together on several similar projects over the past five years, most recently in DeKalb, Illinois on the Master Plan and Water Rate Study and the Water System Master Plan and Rate Study for the Newport Chemical Depot Reuse Authority.

Joe Fennell will serve as the project manager for this engagement. Mr. Fennell brings over 40 years of increasingly responsible experience in local governmental with emphasis on utility and program management. He has a proven ability in developing programs

CONSULTANT QUALIFICATIONS

(continued)

and enlisting qualified individuals. Mr. Fennell's successful record includes project management, capital improvements and grants administration. He is a problem solver with strong personnel and public relations skills.

Ted Kelly will provide quality assurance and quality control for this engagement. Mr. Kelly's project experience includes analysis of utility operations and management; strategic and business planning; cost-benefit analysis; financial feasibility; economic impacts; revenue requirements; financial and cost accounting; cost of service; rate design; contributions in aid of construction; resource acquisition strategies; power supply planning; and valuations of utility property. He has managed numerous projects involving in-depth financial analysis. Mr. Kelly has 35 years of utility financial consulting experience.

Claus Dunkelburg, PE will serve as the water master planning lead for this engagement. Mr. Dunkelberg brings over 40 years of nationwide expertise in infrastructure systems in planning, design and construction. Infrastructure projects include water systems, wastewater systems, storm water systems, roadways, solid waste facilities, airport infrastructure, GIS projects and sustainable projects.

Joe Darlington, PE will support the water master planning tasks within this engagement. Mr. Darlington serves as a Civil Engineer with Burns & McDonnell and has gained experience on a variety of projects in the civil and municipal engineering areas. His areas of focus have been water and wastewater projects for state, municipal, and industrial clients.

David Naumann will serve as the rate study lead for this engagement. Mr. Naumann is a project manager specializing in financial and management consulting for water, wastewater, and storm water systems. Engagements during Mr. Naumann's 24 years of service have included financial planning, cost of service, and rate design; system development charges; utility valuation; depreciation analysis; economic modeling; feasibility of plant expansion; feasibility of organizational or governance change, and related transition planning; and process improvement. His experience, understanding of business operations, and economic modeling skills provide a strong basis to help clients make sound decisions. Mr. Naumann has facilitated large and small workshops and presented study results effectively to decision makers and stakeholders.

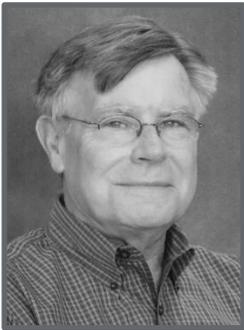
Sara Stafford will support the water rate study tasks within this engagement. Ms. Stafford is a senior analyst specializing in financial analysis, with focus on market assessments and pro forma presentations. Ms. Stafford is skilled in financial modeling, financial analyses, and risk analysis. Ms. Stafford has been actively involved in a number of costs of service analyses and rate studies for many utilities. She has been responsible for analyzing required capital expenditures, evaluating revenue and debt financing, and allocating costs to customer classes. Ms. Stafford has also served as a project analyst on several consulting engineer's reports for utility revenue bond issues. She has been responsible for performing financial cash flow analyses including reviews of debt service coverage levels.

Steve Greene will support the water rate study tasks within this engagement. Mr. Greene is a project analyst specializing in financial modeling, financial analysis, forecasting, and valuation assessment. Specific experience includes financial forecasting models, projections of revenues and expenses, development of utility rates, calculating revenue under proposed rates, and developing alternative rate designs. Analyses performed include development of revenue requirements, examination of fixed asset data to support cost of service allocations, and typical bill analysis.

Resumes for all team members are found in the remaining pages of this section.

JOSEPH FENNELL

Project Manager



Forty years of increasingly responsible experience in local governmental with emphasis on utility and program management. Proven ability in developing programs and enlisting qualified individuals. Successful record in project management, capital improvements and grants administration. Problem solver with strong personnel and public relations skills.

EDUCATION

- ▶ BA, Political Science
- ▶ MA, Public Administration

01 YEAR WITH BURNS & MCDONNELL

40 YEARS OF EXPERIENCE

Executive Director, Northwest Suburban Municipal Joint Action Water Agency

1997-2015

- Managed the policies and contractual commitments of a multi-jurisdictional, intergovernmental agency through the operations of a 130 MG water plant and transmission network serving a day time population of 500,000.
- Reported to an Agency Board of Directors comprised of seven member community mayors and an Executive Committee of seven city managers. Kept the directors and members informed about the status of agency projects through a variety of means.
- Managed all personnel, budgetary and operational policy matters. Regularly interacted with the City of Chicago and the State of Illinois concerning matters of allocation, distribution and legislative administration.
- Compiled, analyzed and managed a variety of engineering, finance and administrative programs in order to develop and advocate sound recommendations for Agency improvement.
- Managed Agency debt through several series bond issues and debt schedule restructuring.
- Proposed, funded and implemented the Agency's annual capital improvement program.

Director of Public Services, Village of Woodridge

Woodridge, IL, 1980 - 1997

- Senior staff position with senior management responsibility over the Public Services Department and its divisions that included at various times Engineering, Streets, Water and Sewer, Solid Waste, Forestry, Building & Zoning and Fleet Maintenance.
- Managed capital improvements and grants administration programs including EPA Step Grants, DNR Erosion Control Demonstration Projects, CDBG Projects and capital infrastructure.
- Project Manager for the construction of major municipal projects including the Police/Public Services Facility, Municipal Center and the municipally owned Seven Bridges Golf Club.
- Served as the Acting Village Administrator in 1981/82, 1987 and 1988/89 while that position was in transition.

Street Superintendent, Village of Western Springs

Western Springs, IL, 1976-1980

Superintendent of Public Works, Village of Willowbrook

Willowbrook, IL, 1972-1976

TED J. KELLY, MBA, ENV SP

Quality Control



Mr. Kelly is a Principal at Burns & McDonnell and serves as a Senior Project Manager and Business Development Manager. In this capacity, Mr. Kelly is responsible for business development services and managing a variety of projects for utilities relating to financial and management issues. Mr. Kelly's project experience includes analysis of utility operations and management; strategic and business planning; cost-benefit analysis; financial feasibility; economic impacts;

revenue requirements; financial and cost accounting; cost of service; rate design; contributions in aid of construction; resource acquisition strategies; power supply planning; and valuations of utility property. He has managed numerous projects involving in-depth financial analysis. Mr. Kelly has over 30 years of utility financial consulting experience.

Mr. Kelly has been involved in utility assignments involving the determination and modeling of revenue requirements and cost of service by customer class. Specific studies include projections of revenues and expenses; normalization of test period data; analyses of customer class load characteristics; development of customer class cost allocation factors; analyses of customer bill frequency data; design of cost of service rates; and calculations of revenue under proposed rates. Mr. Kelly has completed studies for electric, water, wastewater, stormwater, and gas utility systems. His work has included presentation of testimony before state regulatory commissions.

Mr. Kelly has managed, performed, and assisted utilities in developing business plans with the purpose of establishing goals, strengthening long-range strategic financial plans, and considering organizational restructuring. Mr. Kelly has conducted extensive data collection, interviews, and evaluations regarding markets, services, development programs, organization and management structure, financial feasibility, and regulatory strategies. He has assisted clients with the development of a business plan for organizational restructuring. He has performed various financial analyses that have included evaluation of life cycle costs, determination of internal rates of return, and calculation of net present value.

Some of Mr. Kelly's project experience is provided below.

Water Financial Planning, Cost of Service, and Rate Study & Debt Issuance Support | Owensboro Municipal Utilities Owensboro, KY

Mr. Kelly directed a comprehensive water financial forecast, cost of service analysis, and rate design study for Owensboro Municipal Utilities (OMU). The study was executed on a fast track to meet OMU's timeline requirements. The Study established a five-year financial plan, evaluated the cost of providing water service to OMU's customer classes, and proposed adjustments to existing rates to more equitably recover costs. The comprehensive financial plan prepared indicated that revenues under existing rates are not adequate to meet the projected cash obligations of the utility over the study period. System-wide revenue adjustments were proposed to provide adequate funding for operations and capital needs while maintaining an appropriate level of reserves for operating and capital purposes. The detailed cost of service analysis was performed in accordance with the allocation methodologies generally accepted by the American Water Works Association as described in *AWWA Manual M1, Principles of Water Rates, Fees, and Charges*. The results of the cost of service analysis

EDUCATION

- ▶ BS, Economics, Minor in Engineering Management
- ▶ MBA, Utility Regulation & Management

REGISTRATION

- ▶ Envision Sustainability Professional

16 YEARS WITH BURNS & MCDONNELL

35 YEARS OF EXPERIENCE

TED J. KELLY, MBA, ENV SP

(continued)

served as a guide to proposed rate adjustments. Based on the input from OMU staff, the overall existing retail rate structure was maintained but adjustments to rate components were recommended to produce the necessary revenues. The analysis also supported the issuance of bonds in 2014 and Burns & McDonnell provided required certifications.

Water and Wastewater Fund Financial Analysis and Rate Study | City of Lake Forest

Lake Forest, IL

Mr. Kelly completed a comprehensive evaluation of the costs of providing water and wastewater service within the City of Lake Forest, Illinois (the City) and developed a schedule of water and wastewater rates designed to generate adequate revenues to meet projected operating and capital costs while maintaining sound financial performance. In completing the study it was determined that water rates were subsidizing the wastewater system and as part of the five year plan developed, wastewater rates were designed to ultimately make the wastewater system self-sustaining.

Water and Wastewater Rate Study & Wholesale Contract Assistance | City of Fort Smith

Fort Smith, AR

Mr. Kelly serves as project manager assisting the City of Fort Smith in preparing the most recent rate study and developing the analysis required to perform a true-up analysis with its largest wholesale contract customer. Evaluated the appropriateness of rates in effect from 2006 through 2012 and recommended true-up adjustments so that revenues and costs were in alignment for each test year. Recommendations were made to the city council for water and wastewater rate adjustments.

Wastewater Cost of Service Rate Study | City of Springfield

Springfield, MO

Mr. Kelly was the project manager for a financial analysis and cost of service study for the City's wastewater system to determine a rate and financial plan for the next eight years and a long-term twenty year forecast. Also provided assistance to the City with public involvement efforts associated with the study. The City identified major capital improvements totaling approximately \$90 million over the next seven years that are required by both governmental regulations and normal maintenance of the system.

Completed an evaluation of the costs of providing wastewater service and developed a schedule of rates designed to generate adequate revenues to meet projected operating and capital cost, while maintaining sound financial performance. This included development of high strength surcharge rates and the evaluation of system connection fees. A computer model developing a seven-year rate plan and a twenty year financial analysis was completed for the City to allow the evaluation of costs associated with various capital options that may be required to meet EPA requirements. The study completed reflected the costs of providing wastewater service to the system customers and the rates developed met overall services policies and objectives.

Water and Wastewater Rate Study | City of Liberty

City of Liberty, MO

Mr. Kelly prepared a cost of service and rate study for water and wastewater service for the City of Liberty, Missouri. He evaluated the costs of providing water and wastewater service within the City and developed a schedule of water and wastewater rates to generate adequate revenues to meet all projected operating and capital costs and maintained sound financial performance. The analysis reflected the costs of providing water and wastewater service to customers in the City while meeting the system service policies and objectives.

TED J. KELLY, MBA, ENV SP

(continued)

Water & Wastewater Cost of Service Rate Study | City of Naperville Dept. of Public Utilities

Naperville, IL

Mr. Kelly prepared a cost of service and rate study for water and wastewater rates for the City of Naperville. The water and wastewater systems serve over 100,000 customers. The project also included a study of the system connection fees. A computer model developing a 5-year budget of revenues and expenditures was created and delivered to the City for their use in future updates of the water/wastewater rates. Training for use of the model was also provided.

Water Cost of Service and Rate Study | Council Bluffs Water Works

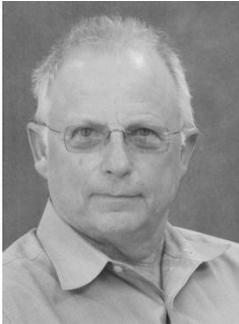
Council Bluffs, IA

Mr. Kelly managed a comprehensive cost-of-service and rate study to provide capital funding for water treatment and distribution system improvements for the Council Bluffs Water Works, Council Bluffs, IA for a five year period. The study recommended new rates and five-year financial plan to support the projected capital and operating plans of CBWW. Burns & McDonnell provided CBWW with the spreadsheet model for use in future updates to rates and trained CDWW staff on use of the model. Mr. Kelly has completed similar studies for CBWW on three separate occasions. Work on all projects was completed in a timely manner to meet the schedule agreed to by the CBWW and Burns & McDonnell.

In addition to the rate studies, Mr. Kelly has provided services related to the issuance of bonds to finance capital projects. Burns & McDonnell has provided certifications of CBWW's ability to meet debt service requirements on existing and proposed debt in support of specific state revolving loan funding.

CLAUS DUNKELBURG, PE

Water Main Replacement



Mr. Dunkelberg brings over 40 years of nationwide expertise in infrastructure systems in planning, design and construction. Infrastructure projects include water systems, wastewater systems, storm water systems, roadways, solid waste facilities, airport infrastructure, GIS projects and sustainable projects.

Water System Analysis Project

Genessee County, MI

Project Manager. Water system analysis for the county-wide water system. The analysis included development of a water system model, identify system deficiencies and develop a capital improvement plan. The county water system has a population of approximately 106,000 people with an ultimate population of approximately 303,000 people. The water system has pump stations (23 MGD), twelve storage facilities (15.8 MG) and approximately 100 miles of water main. The system is supplied by a 72-inch transmission main from Detroit, Michigan. The results of the analysis recommended the immediate construction of a 24 MGD pump station, 25 miles of transmission main and 10 MG of storage for an estimated construction cost of \$35.0 million dollars. The analysis who recommended additional improvements over a twenty year planning period of \$75 million dollars.

Water System Analysis

Manhattan, IL

Complete water system analysis to determine existing system deficiencies and capital improvements for correction of deficiencies. It also included a capital improvement plan for future expansion of the system. The project included analysis for supply, storage, and distribution system improvements.

Multi-Phased Water System Project

Des Plaines, IL

Project Manager. Completion of a multi-phased water system project. The water system contains approximately 180 miles of water main, four elevated tanks, two pumping stations, and reservoirs and a softening plant. The supply is obtained for wells and Chicago water. Phase I included water system field investigations., which included location and dimensioning of valves and hydrants, leakage measurements analysis of the city's unaccounted for water, which identified areas which required modifications in accounting and metering in order to obtain and reduce their unaccounted for water.

Phase II included our analysis of the present system to ascertain deficiencies in the printing system and how the system operates.

Phase III included completion of CADD mapping. This included development of a base map with right-of-ways and a water system base map. Eighth-section maps were also developed for the water system using field measurements of values to right-of-ways. Sanitary sewer eight-section maps were also developed utilizing CADD.

EDUCATION

- ▶ BS, Civil Engineering

REGISTRATIONS

- ▶ Professional Engineer (Florida, Illinois, Indiana, Michigan, Texas, Wisconsin)

01 YEAR WITH BURNS & MCDONNELL

40+ YEARS OF EXPERIENCE

CLAUS DUNKELBURG, PE

(continued)

Water Distribution System Computerized Supervisor Control System

Pewaukee, WI

Project Manager. Design of a computerized supervisor control system for a water distribution system. The design included development of various levels of control and supervision with the associated costs and development of a system which allow updating and expansion at a minimal cost.

Master Grading Plan and Road, Storm & Sanitary Sewer, and Water Main Design

Iron Ridge, WI

Subdivision development including master grading plan, road design, storm and sanitary sewer design, and water main design. The development included approximately 15 acres of land located on the side of a hill.

Water Main & Sanitary Sewer Relay Connection/Bridge Replacement Project

Mayville, WI

Project Manager. Design of water main and sanitary sewer relay in connection with bridge replacement. The sanitary sewer was suspended from the bridge, requiring location of box-outs, design of a suspension system for the pipe, and selection of proper pipe material. This project required close construction coordination with the Wisconsin Department of Transportation and the bridge contractor. The cost analysis was performed to determine the cost-effective method of crossing the river with a water main.

GIS Program Development

Des Plaines, IL

GIS program development and implementation and completion of the initial phases. The base maps cover approximately 9,800 acres of land and 188 miles of water main. The final product included 150 one-eighth section maps showing ROW and water systems and 750 intersection maps (1=50) including distance measurements.

JOE DARLINGTON, PE

Water Main Replacement



Mr. Darlington serves as a Civil Engineer with Burns & McDonnell and has gained experience on a variety of projects in the civil and municipal engineering areas. His areas of focus have been water and wastewater projects for state, municipal, and industrial clients.

EDUCATION

- ▶ BS, Civil Engineering

REGISTRATIONS

- ▶ Professional Engineer, Illinois
- ▶ OSHA 10 Hr. Construction Certified
- ▶ OSHA 40 Hr. HAZWOPER Certified
- ▶ IDOT Doc. of Contract Quantities Certified

04 YEARS WITH BURNS & MCDONNELL

04 YEARS OF EXPERIENCE

Village of Mount Prospect, Water Modeling Support,

Mount Prospect, IL

Served as Project Manager and Lead Modeler for water modeling of various fire-flow and potential development scenarios. Responsibilities include project management, analysis of system-wide pressures resulting from various scenarios, and reporting of results.

Confidential Client, Water Permitting Support

Iowa

Project Manager and Lead Engineer for permitting support for new industrial development. Project involved review of designs by others, and preparation and application of water withdrawal and groundwater well permits to various State and County agencies. Responsibilities include project management, coordination with Owner and various agencies, design review, and preparation and application of permits.

Northwest Suburban Municipal Joint Action Water Agency, Engineering Services for “Move Illinois” Impacts,

Greater Chicago Area

Project Engineer supporting NSMJAWA with conflicts related to roadway expansion projects proposed by agencies such as the Illinois Department of Transportation (IDOT) and the Illinois Tollway. NSMJAWA’s system is rated to deliver 98 million gallons per day through 58 miles of transmission main ranging from 90-inch to 16-inch in diameter. Responsibilities include reviewing agency design plans for potential impacts to the transmission mains and providing mitigation strategies including protection with concrete slabs, installation of new casing pipes, or relocation of the transmission main. Also responsible for water modeling of the transmission main system to discover potential impacts on system pressures resulting from water main relocations.

Village of Rantoul, Water Modeling Support

Rantoul, IL

Project Engineer for water modeling of various fire-flow and potential development scenarios. Responsibilities include analysis of system-wide pressures resulting from various scenarios and reporting of results.

JOE DARLINGTON, PE

(continued)

City of Elgin, 2011 Eagle Heights North Street Rehabilitation and Water Main

Elgin, IL

Project Engineer for the complete replacement of approximately 13,500 linear feet of 8-inch water main and water services in the Eagle Heights North Subdivision in the City of Elgin. The project included the replacement of all existing curb and gutter, sidewalks, and driveway aprons as well as storm and sanitary sewer and the milling and resurfacing of approximately 2.5 miles of City streets. Assisted in the project design, structure inspection, sewer televising, and coordination with the City, Contractor, various utility companies, local residents, and businesses.

Confidential Client, Wastewater Permitting Support

Iowa

Project Manager and Lead Engineer for permitting support for new industrial development. Project involved review of designs by others, development of effluent discharge limitations, and preparation and application of wastewater discharge permits to various State and County agencies. Responsibilities include project management, coordination with Owner and various agencies, design review, and preparation and application of permits.

City of Elgin, 2014 Neighborhood Street Rehabilitation, Water Main, and Combined Sewer Separation

Elgin, IL

Project Engineer for the separation of the combined sewer in the Lord Street Basin. Responsible for design new sanitary sewer, new storm sewer, new water main, and complete road reconstruction with new curb and gutter, sidewalks, and driveway aprons. Obtained permits from the IEPA, IDOT, IDNR, and IHPA.

Village of Rantoul, Wastewater Treatment Plant Improvements

Rantoul, IL

Project Engineer for the design of upgrades to the Village of Rantoul's wastewater treatment plant. The project included the addition of a chemical phosphorus removal system and new anaerobic digester and digester building. Responsibilities included site layout, grading, and process piping design. Also assisted in design of the structural components of the anaerobic digester.

Village of Rantoul, Wastewater Treatment Plant Nitrate and Phosphorus Feasibility Study

Rantoul, IL

Project Engineer for a study of the municipal wastewater treatment plant in the Village of Rantoul, IL. The goal of the project was to understand the current performance and future treatment capabilities of the plant as new NPDES permit limits are enforced. Responsibilities included review of the existing treatment facilities and operational data. Also investigated how changing conditions of the plant's influent will impact future treatment capabilities. Developed recommendations for plant modifications in a written report based on the findings of the study.

Northwest Suburban Municipal Joint Action Water Agency, Triennial Bond Operations Report

Greater Chicago Area, IL

Project Engineer for an operations report for NSMJAWA's 98 million gallon per day water transmission system. Analyzed system condition improvements, financial statements, and actual and planned expenditures over a three year period. Responsible for compilation of all data into a report summarizing the physical and financial health of the water agency.

DAVID NAUMANN

Rate Study Lead



Mr. Naumann is a project manager at Burns & McDonnell, specializing in the financial and operational management consulting water, wastewater, and storm water systems. The breadth of engagements during Mr. Naumann's 24 years of service have included financial planning, cost of service, and rate design; system development charges; utility valuation; depreciation analysis; economic modeling; feasibility of plant expansion; feasibility of

organizational or governance change, and related transition planning; and process improvement. His experience, understanding of business operations, and economic modeling skills provide a strong basis to help clients make sound decisions.

Mr. Naumann has facilitated large and small workshops and presented study results effectively to decision makers and stakeholders.

Wastewater Financial Planning, Cost of Service, and Rate Study & Model | Johnson County Wastewater

Johnson County, KS

Mr. Naumann is serving as the project manager on an engagement to perform a robust financial plan, cost of service analysis, and rate study for Johnson County Wastewater. The scope of services includes an update to JCW's system development charges and the creation of a model to be used by JCW staff for scenario analysis and periodic updates. The study will conclude with a Board presentation to support the 2016 budget and proposed rates. Similar services were provided to JCW in 2015 and 2005-2011.

Water and Sewer Financial Policy Analysis and Rate Study; Consent Decree Impact Assessment | City of Fort Smith

Fort Smith, AR

Mr. Naumann is serving as the project manager on an engagement to develop and document financial policies for the water and wastewater utilities of Fort Smith, Arkansas. Proposed policies include guidance on reserves, debt service coverage targets, and use of debt, among others, and were presented to the Board in a work session. During the rate study, the City agreed to a Consent Decree to address sewer system performance. The impact associated with the heightened capital and operating requirements was evaluated, and rates were proposed to meet debt covenants, provide appropriate reserves, and fund sewer operating requirements. The ongoing water rate study will assess the financial impact of the proposed policies and provide an implementation plan to phase in policy targets as appropriate.

Water and Wastewater Financial Planning, Cost of Service, and Rate Study | City of Joliet

Joliet, IL

Mr. Naumann is serving as the project manager on a comprehensive water and wastewater rate study for the City of Joliet. The City also recovers costs associated with sewer separation in the wastewater utility. The study includes an evaluation of

EDUCATION

- ▶ BSBA, Finance Economics
- ▶ MBA, Finance

ORGANIZATIONS

- ▶ American Water Works Association
- ▶ Water Environment Federation

4 YEARS WITH BURNS & MCDONNELL

24 YEARS OF EXPERIENCE

DAVID NAUMANN

(continued)

connection fees and other miscellaneous fees. A financial planning model has been developed to project revenue requirements over a ten year period. Cost of service analysis and proposed rates will follow AWWA and WEF guidelines.

Water Wholesale Rate Assessment | City of Belton

Belton, MO

Mr. Naumann is serving as the project manager on an engagement to evaluate the costs associated with a historical test period to serve the City of Belton's largest wholesale water customer. The evaluation will develop a framework which will be used to define future rates and provide a basis for a new contract agreement to replace the previous expired contract. The study is being performed in full cooperation and transparency with the City and the wholesale customer.

Wastewater and Stormwater Affordability Assessment | Unified Government of Kansas City

Kansas City, KS

Mr. Naumann is serving as the project manager on an effort to evaluate the affordability of potential long term control plans utilizing the EPA's Combined Sewer Overflows – Guidance for Financial Capability Assessment and Schedule Development published in 1997 and the most recent guidance released by the EPA in 2014 entitled Financial Capability Assessment Framework. The most recent guidance provides clarification on additional information that can be included in FCAs regarding Clean Water Act programs and schedules.

Water and Sewer Financial Planning and Rate Study | City of St. Charles

St. Charles, MO

Mr. Naumann is serving as the project manager on an engagement to develop a financial planning model for the City of St. Charles. Ten year revenue requirements are forecasted for each utility to determine the level of overall system revenue increases needed to adequately meet funding requirements and satisfy financial performance targets. An evaluation of staffing levels at the water treatment plant is also being performed as a part of the study. Rates will be proposed to meet the funding requirements.

Water Financial Planning, Cost of Service, and Rate Study | City of DeKalb

DeKalb, IL

Mr. Naumann served as the project manager on water financial plan, cost of service analysis, and rate study for the City of DeKalb. The overall study effort included both a master plan as well as a rate study. The rate study evaluated the financial impact of recommended capital improvements developed in the master plan. Multiple financial planning scenarios were examined to appropriately balance the need for adequate funding of operating and capital requirements with preferred reserve targets and implementable revenue increases.

Wastewater Financial Planning, Cost of Service, and Rate Study | City of Joplin

Joplin, MO

Mr. Naumann served as the project manager on a wastewater financial plan, cost of service analysis, and rate study for the City of Joplin. This effort included the development of a financial plan to provide adequate funding of operating and capital requirements, balanced with preferred reserve targets and implementable revenue increases. Multiple scenarios were provided to assess the impact of different capital improvement plans and reserve targets.

DAVID NAUMANN

(continued)

Water Bond Feasibility Study | City of Kansas City

Kansas City, MO

Mr. Naumann served as the project manager responsible for the bond feasibility analysis associated with the issuance of approximately \$60M in 2015 water revenue bonds. Services included representative system inspections and a financial analysis projecting cash flows and revenue bond debt service coverage over a 10 year time horizon. As a condition of the City's existing revenue bond covenant, an additional bonds test was also performed. Three previous bond feasibility studies were performed for the City since 2011.

Water Financial Planning, Cost of Service, and Rate Study & Debt Issuance Support | Owensboro Municipal Utilities

Owensboro, KY

Mr. Naumann served as the assistant project manager on a comprehensive water rate study for Owensboro Municipal Utilities (OMU). The study was executed on a fast track to meet OMU's timeline requirements. Extensive financial planning scenarios were developed to test the impact of many different phased approaches to revenue adjustments. Cost of service was evaluated and proposed rates were developed to provide the appropriate revenues. Rates are scheduled for presentation to the Board in February. The analysis also supported the issuance of bonds in mid-2014.

Water and Wastewater Financial Planning, Cost of Service, and Rate Study | Town of Telluride

Telluride, CO

Mr. Naumann served as the project manager on a comprehensive water and wastewater rate study for the Town of Telluride. Telluride's utilities must provide services to accommodate significant variations in peak use in both winter and summer months. The study included extensive financial planning to assess the funding of future capital projects and increasing operating costs. Water utility rate development included inclining block volume charges and the irrigation rates

Water and Sewer Utility Financial Planning; Sewer Cost of Service and Rate Study | City of Trenton

Trenton, MO

Mr. Naumann served as the project manager to complete a comprehensive financial plan for the water and sewer utilities in Trenton, Missouri. A detailed forecast was prepared for each utility that determined future revenue requirements and the adequacy of revenues under existing rates to meet those obligations. A model was delivered for use by utility staff to update assumptions and forecasts. In addition, a cost of service and rate design study was completed for the sewer utility. Using the cash basis, costs were allocated in accordance with WEF standards to functional components and customer classes.

Presentations

"Rates and Financial Policies," presented at the 2015 Arkansas Section Joint AWWA/WEA Annual Meeting, Hot Springs, AR, April 2015.

"Strategies for Managing a Shrinking Utility Budget," presented at the 2012 Missouri Section Joint AWWA/MWEA Annual Meeting, Osage Beach, MO, March 2012.

"Black & Veatch Releases Rate Survey Results," interview regarding national trends in the pricing of water and sewer services, published in WEF Utility Executive, November/December 2010, Volume 13, Number 6.

"A Framework for Project Selection," presented at the 2006 Kentucky-Tennessee AWWA/WEF Water Professionals Conference, Chattanooga, TN, July 2006.

SARA K. STAFFORD

Rate Study



Ms. Stafford is a senior analyst at Burns & McDonnell. Her particular area of expertise is in financial analysis, with focus on market assessments and pro forma presentations. Ms. Stafford is skilled in financial modeling, financial analyses, and risk analysis. Ms. Stafford has been actively involved in a number of costs of service analyses and rate studies for various utilities. She has been responsible for analyzing required

capital expenditures, evaluating revenue and debt financing, and allocating costs to various customer classes. Ms. Stafford has also served as a project analyst on several consulting engineer's reports for utility revenue bond issues. She has been responsible for performing financial cash flow analyses including reviews of debt service coverage levels.

EDUCATION

- ▶ Bachelor of Science, Business Administration

13 YEARS WITH BURNS & MCDONNELL

13 YEARS OF EXPERIENCE

Water and Sewer Financial Policy Analysis and Rate Study; Model Development and Delivery | City of Fort Smith

Fort Smith, AR

Ms. Stafford is serving as a project analyst on an engagement to develop and document financial policies for the water and wastewater utilities of Fort Smith, Arkansas. Proposed policies include guidance on reserves, debt service coverage targets, and use of debt, among others. These policies will be presented to the Board for review and incorporated into the subsequent rate study for impact assessment.

Wastewater Financial Planning, Cost of Service, and Rate Study | City of Joplin

Joplin, MO

Ms. Stafford is serving as the project analyst on a wastewater financial plan, cost of service analysis, and rate study for the City of Joplin. A financial plan was developed that provides adequate funding of operating and capital requirements, balanced with preferred reserve targets and implementable revenue increases. Multiple scenarios have been provided that assess the impact of different capital improvement plans and reserve targets.

Water Bond Feasibility Study

Kansas City, MO

Ms. Stafford served as a project analyst on a bond feasibility study supporting the issuance of \$54 million in water revenue bonds. Detailed financial planning was performed, including analysis of customer usage, expense trends, and capital financing scenarios. Debt service coverage was calculated for a five year projection period, as well as a historical additional bonds test.

Wastewater Cost of Service Rate Study & Model | City of Springfield

Springfield, MO

Project analyst for a financial analysis and cost-of-service study for the City's wastewater system to determine a rate and financial plan for the next eight years and a long-term twenty year forecast. Also provided assistance to the City with public involvement efforts associated with the study. The City identified major capital improvements totaling approximately \$90 million over the next seven years that are required by both governmental regulations and normal maintenance of the system.

SARA K. STAFFORD

(continued)

Completed an evaluation of the costs of providing wastewater service and developed a schedule of rates designed to generate adequate revenues to meet projected operating and capital cost, while maintaining sound financial performance. This included development of high strength surcharge rates and the evaluation of system connection fees. A computer model developing a seven-year rate plan and a twenty year financial analysis was completed for the City to allow the evaluation of costs associated with various capital options that may be required to meet EPA requirements. The study reflected the costs of providing wastewater service to the system customers and the rates developed met overall services policies and objectives.

Water & Wastewater Rate Study | City of Liberty

Liberty, MO

Ms. Stafford assisted in the preparation of a cost-of-service and rate study for water and wastewater service for the City of Liberty, Missouri. She evaluated the costs of providing water and wastewater service within the City and developed a schedule of water and wastewater rates to generate adequate revenues to meet all projected operating and capital costs and maintained sound financial performance. The analysis reflected the costs of providing water and wastewater service to customers in the City while meeting the system service policies and objectives.

Comprehensive Water & Sanitary Wastewater Cost of Service and Rate Study for the City; Model Development and Delivery | City of Independence

Independence, MO

Ms. Stafford was the senior analyst for the comprehensive water and sanitary wastewater cost-of-service and rate study for the City of Independence, Missouri. In completing the study, Ms. Stafford developed a five-year financial plan based on revenue and expenditure projections to assess the adequacy of the existing schedule of rates. Next, she completed an evaluation of the equity of cost recovery under the existing schedule of rates and identified cost responsibility among the various customer classes. Finally, she developed a proposed schedule of rates for implementation of a five-year period that will Council in support of our analysis, findings, and recommendations. A spreadsheet model was provided to the City along with appropriate staff training.

STEVEN T. GREENE

Rate Study



Mr. Greene is a project analyst at Burns & McDonnell. Mr. Greene specializes in financial modeling, financial analysis, forecasting, and valuation assessment. Specific experience includes financial forecasting models, the projections of revenues and expenses, development of utility rates, calculating revenue under proposed rates, and developing alternative rate designs. Analyses performed include

development of revenue requirements, examination of fixed asset data to support cost of service allocations, and typical bill analysis.

EDUCATION

- ▶ Technology, STEM Education
- ▶ MSF, Corporate Finance (2016)

3 YEARS WITH BURNS & MCDONNELL

3 YEARS OF EXPERIENCE

Prior to joining the Business & Technology Services group in 2015, Mr. Greene worked as an electrical detailer for Burns & McDonnell's Transmission & Distribution Division. A summary of Mr. Greene's engagements is presented below.

Water & Wastewater Rate Study | City of Joliet

Joliet, IL

Mr. Greene is serving as a project analyst contributing to the water & wastewater rate study in Joliet, Illinois. The model forecasted cash flow over a 10 year period and developed rates based on the revenue requirements. The development of the model required large data sets to be organized and used to determine aspects such as cost of service and cost allocation. Specific analyses included bill tabulation by customer class to support alternative rate design and substantial fixed asset data management to enable cost of service allocations.

Water and Wastewater Bond Feasibility Study | City of Wichita

Wichita, KS

Mr. Greene is serving as a project analyst responsible for the bond feasibility analysis for Wichita, Kansas. Key responsibilities include forecasting revenue, operation and maintenance expenses, debt and other expenses to arrive at a projected cash flow. Final deliverables include projected cash flows, revenue bond debt service coverage over a 5 year time horizon, and additional bonds test requirements, to be summarized and delivered in an Engineer's Report.

Water Rate Study | Lookout Mountain Water District

Lookout Mountain, CO

Mr. Greene is serving as a project analyst responsible for the water rate study for the Lookout Mountain Water District (LMWD) in Evergreen, Colorado. LMWD is particularly interested in the rate impact associated with rehabilitation and repair of the primary reservoir serving the District. Financial planning will include scenario analysis to examine alternative capital improvement plans, capital funding strategies, and rate impact on LMWD customers.

Owner's Resource Requirements

OWNER'S RESOURCE REQUIREMENTS

Burns & McDonnell strives to minimize the impact that studies such as the one proposed herein may have on our clients' staff. We anticipate requiring some assistance and involvement from staff in order to successfully complete the development of the Water Main Replacement Plan and Water Rate Study.

On projects such as this, a project team is typically created with key client staff and members of the Burns & McDonnell project team. Client (or owner) staff generally includes representation from engineering, finance, and overall utility leadership. This team is usually responsible for project direction and review of deliverables. Other owner staff may be engaged to gather data.

Owner's efforts are likely to include timely provision of required data, staff availability for conference calls and project meetings, and timely review and provision of comments on draft plans and analysis Burns & McDonnell provides for review. We do not anticipate this requiring major time requirements of Village staff but this involvement is critical to a successful plan development and rate study preparation.

Project Schedule

SCHEDULE

Burns & McDonnell is prepared to initiate the assignment immediately. We will complete this Study within a schedule acceptable to the Village and agreed to prior to notice to proceed and execution of the contract agreement.

Assuming a start date the week of November 9, we anticipate the draft water main replacement plan will be completed by mid-December. The financial plan development will be completed in early January. The cost of service analysis will be completed by late January and proposed rates developed by early February. The draft Study report would be ready in early February and the final Study report completed before the end of the month. Achieving this schedule assumes all requested data will be made available in a timely fashion and that necessary reviews of information and completed analysis by Village staff will be accomplished in a reasonable time frame. This schedule is customizable to the needs of the Village, and could be accelerated or extended to meet the Village's specific circumstances.

Burns & McDonnell has prepared the project schedule shown below, but we are willing to consider schedule alternatives to meet the Village's study objectives and needs.

Village of Winnetka, Illinois Water Main Replacement Plan and Water Rate Study Proposed Work Schedule

	November				December				January					February				March	
	11/9	11/16	11/23	11/30	12/7	12/14	12/21	12/28	1/4	1/11	1/18	1/25	2/1	2/8	2/15	2/22	2/29	3/7	3/14
Week of:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Notice to Proceed	★																		
Task 1 - Initiate Project	■																		
Task 2 - Water Main Master Replacement Plan Development		■	■	■	■	■	■	■											
Task 3 - Financial Plan Development				■	■	■	■	■	■	■	■	■	■						
Task 4 - Complete Cost of Service Analysis									■	■	■	■	■						
Task 5 - Proposed Rates Development											■	■	■	■	■	■	▲		
Task 6 - Prepare Draft and Final Reports			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 7 - Presentation of Findings and Recommendations (a)																			▲

(a) Presentation dates assumed and will be finalized at kickoff or during the course of completing the study.

Key:	Contract Award	★	Length of Task	■	Final Report	◆
	Project Review Meeting	■	Draft Report	▼	Formal Presentations	▲

Other Information

OTHER RELEVANT INFORMATION

Burns & McDonnell is pleased to submit our proposal to the Village. As you review our proposal, consider these important points:

- ▶ Burns & McDonnell has the extensive experience needed to complete the required services for the Village. Our experience in water system master plans, forecasting, financing, financial modeling, cost of service, and rate design provides our staff the breadth as well as the depth of knowledge necessary to successfully complete this assignment.
- ▶ We have selected an experienced team of professionals to complete the required Services. We will complete this project to meet your schedule.
- ▶ Mr. Joe Fennell will serve as the project manager. Joe has more than 40 years of experience in completing these types of studies and has a long history of utility leadership. Mr. Dave Naumann will serve as the rate study lead and will conduct the water rate study efforts. Dave has more than 24 years of relevant experience. Mr. Ted Kelly will provide quality control for the project and review reports prior to release to the Village, with 35 years of experience.
- ▶ Members of our team have recently worked together on several other similar assignments that have also included other staff members identified in this submittal.

Finally, we have structured a team that is committed, available and is extremely capable of performing this project. We are ready to go!

COST PROPOSAL

COST PROPOSAL

Burns & McDonnell proposes to provide the professional consulting services to execute the Water Main Replacement Plan and Water Rate Study as described in RFP #015-015 for the Village of Winnetka. Based on the scope of services described in this proposal, we propose to perform such services for a not-to-exceed fee of \$48,840 including all labor and expenses such as travel and printing. These fees are summarized in top level tasks in the table below.

Top Task	Hours	Labor	Expenses	Total Cost
Water Main Replacement Plan	130	\$16,640	\$2,200	\$18,840
Water Rate Study	181	\$27,267	\$2,733	\$30,000
Total	311	\$43,907	\$4,933	\$48,840

REFERENCES

REFERENCES

Burns & McDonnell is experienced in providing professional consulting services related to preparation of water main replacement plans and rate studies. Below are references for several relevant projects. Additional references can be provided upon request. We encourage the Village to contact these references concerning our ability and performance. We have an excellent record of completing projects on time, within established budgets, and to the satisfaction of our clients.

DeKalb, Illinois

Ms. Cathy Haley
Finance Director
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
(815) 748 -2832

Mr. Bryan Faivre
Superintendent – Utilities Division
1216 Market Street
DeKalb, Illinois 60115
(815) 748-2050

Arlington Heights, Illinois

Mr. Jeff Musinski
222 North Ridge Avenue
Arlington Heights, Illinois 60005
(847) 368-5806

Newport Chemical Depot Reuse Authority, Vermillion County, Indiana

Mr. William Laubernds
1051 W. Indiana Avenue
Hillsdale, Indiana 47854
(765) 832-3870

Village of Mt. Prospect, Illinois

Mr. Sean Dorsey
1700 West Central Road
Mount Prospect, Illinois 60056
(847) 870-5640

NSMJAWA, Illinois

Kevin J. Lockhart
901 Wellington Avenue
Elk Grove Village, Illinois 60631
(847) 981-4083

REFERENCES

(continued)

Lake Forest, Illinois

Ms. Elizabeth Holleb
Finance Director
800 North Field Drive
Lake Forest, Illinois 60045
(847) 810-3612

Owensboro Municipal Utilities, Kentucky

Ms. Lynn Holland
Director of Finance and Accounting
2070 Tamarack Road, PO Box 806
Owensboro, Kentucky 42301
(270) 926-3200

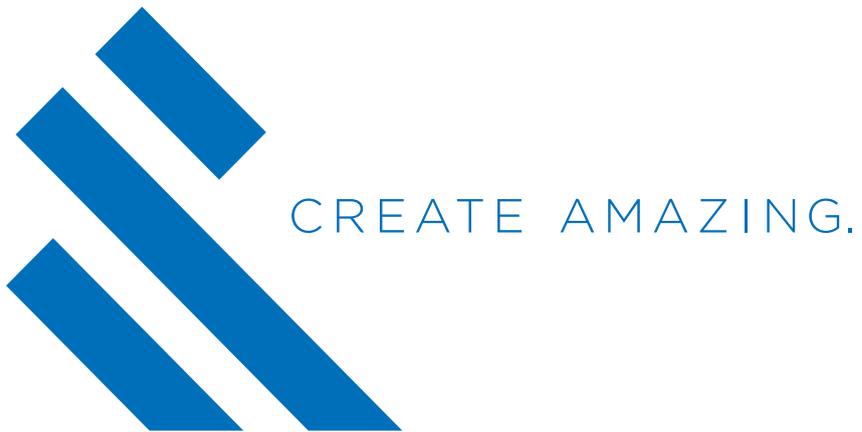
City of Fort Smith, Arkansas

Mr. Steve Parke
Director of Utilities
3900 Kelley Highway
Fort Smith, Arkansas 72904
(479) 784-2231

INSURANCE

INSURANCE

Burns & McDonnell acknowledges the insurance requirements requested during the life of the agreement.



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