

**Winnetka Village Council**  
**RESCHEDULED REGULAR MEETING**  
**Village Hall**  
510 Green Bay Road  
**Thursday, March 17, 2016**  
7:00 p.m.

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

**AGENDA**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
  - a) April 5, 2016 Regular Meeting
  - b) April 12, 2016 Study Session
  - c) April 19, 2016 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
  - a) Approval of Village Council Minutes
    - i) March 1, 2016 Regular Meeting .....3
  - b) Approval of Warrant List dated February 26 – March 10, 2016 .....7
  - c) Resolution No. R-10-2016: Approving 2015-2018 Agreement between the Village of Winnetka and the Metropolitan Alliance of Police Chapter 54 (Adoption).....8
  - d) Resolution No. R-12-2016: Amendment to Rules Regarding Public Comment (Adoption).....70
  - e) Resolution No. R-13-2016: Trenchless Relining of Sanitary Sewers (Adoption).....89
  - f) Resolution No. R-14-2016: 2016 Parkway Tree Planting Program (Adoption).....94
  - g) Resolution No. R-15-2016: Purchase of Utility Truck Replacement (Adoption) .....100
  - h) Change Order for Primary Cable, The Okonite Company .....133
  - i) Annual Outdoor Seating Permits .....135
- 6) Stormwater Monthly Summary Report.....137

- 7) Ordinances and Resolutions
  - a) Ordinance No. M-3-2016: 523 Hoyt Lane, Variations for Air Conditioning Units (Introduction/Adoption).....145
  - b) Resolution No. R-11-2016: Approving an Agreement with Utility Financial Solutions LLC, Inc. for Professional Services (Adoption).....183
- 8) Public Comment
- 9) Old Business: None.
- 10) New Business
  - a) One Winnetka Planned Development (To Be Deferred) .....345
- 11) Appointments
- 12) Reports
- 13) Executive Session
- 14) Adjournment

**NOTICE**

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

Broadcasts of the Village Council meetings are televised on Channel 10 and AT&T Uverse Channel 99 every night at 7 PM. Webcasts of the meeting may also be viewed on the Internet via a link on the Village’s web site: <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  
REGULAR MEETING  
March 1, 2016**

(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, March 1, 2016, 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, Scott Myers and Marilyn Prodromos. Absent: None. Also present: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Community Development Director Mike D'Onofrio, Assistant Public Works Director Jim Bernahl, Village Attorney Peter M. Friedman, and approximately 3 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
  - a) March 8, 2016 Study Session. All of the Council members present indicated that they expect to attend.
  - b) March 17, 2016 Rescheduled Regular Meeting. All of the Council members present indicated that they expect to attend.
  - c) April 5, 2016 Regular Meeting. All of the Council members present indicated that they expect to attend.
- 4) Approval of the Agenda. Trustee Fessler, seconded by Trustee Prodromos, moved to approve the Agenda. By voice vote, the motion carried.
- 5) Consent Agenda
  - a) Village Council Minutes.
    - i) February 9, 2016 Study Session.
    - ii) February 16, 2016 Regular Meeting.
  - b) Warrant List. Approving the Warrant List dated February 12-25, 2016 in the amount of \$1,072,182.17.
  - c) Resolution No. R-5-2016: Landscape Maintenance Services Contract Bid Award (Adoption). A Resolution awarding the 2016-2018 Landscape Maintenance Services contract to Scopelitti Landscaping, Inc. for an estimated annual amount not to exceed \$116,280.
  - d) Resolution No. R-7-2016: Sixth Extension of Landscape Waste Hauling Contract (Adoption). A Resolution waiving bid requirements and authorizing a 6<sup>th</sup> one-year extension of the current landscape waste hauling contract with Thelen Sand & Gravel for \$7.00 per cubic yard.

- e) Resolution No. R-8-2016: Approving an Agreement with Prescient Solutions (Adoption). A Resolution approving an agreement with Prescient Solutions for networking and IT support.
- f) Resolution No. R-9-2016: Parkway Tree Trimming, Removal, and Maintenance Contract (Adoption). A Resolution awarding contracts to Advanced Tree Care Company for parkway tree and stump removal and parkway tree trimming; and a contract to Nels Johnson Tree Experts for emergency time and material work.

Trustee Myers, seconded by Trustee Fessler, 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 Prodrornos. Nays: None. Absent: None.

6) Stormwater. No report.

7) Ordinances and Resolutions.

- a) Ordinance No. MC-3-2016: Code Amendment re: Illumination of Property (Introduction/Adoption). Attorney Friedman explained that a dispute between neighbors about exterior lighting led to one of the parties expressing concern to the Village about this particular section of the Village Code. Close examination of the section revealed that the language is written so broadly as to be unenforceable. He noted that after meetings with Village officials and the property owners, some steps were taken to address concerns about the lighting in question. However, there is still a potential for litigation over the matter, and the Council felt that minor amendments to the Village Code would provide the Village with the ability to enforce the regulation.

The Council asked a few questions, after which Trustee Myers, seconded by Trustee Cripe, moved to waive introduction of Ordinance No. MC-3-2016. Trustee McCrary shared a concern that the two parties directly affected by the amendments were not in attendance. Manager Bahan said they were informed that the Ordinance might be adopted at this meeting. Trustee Cripe explained the action is being taken to clean up the Code; the Council is not taking a side in the homeowner dispute. President Greable noted that Village staff spent a significant amount of time working to help the homeowners resolve their issue. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodrornos. Nays: None. Absent: None.

Trustee Krucks, seconded by Trustee McCrary, moved to adopt Ordinance No. MC-3-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodrornos. Nays: None. Absent: None.

- b) Ordinance No. M-4-2016: 1009 Green Bay Road, Domino's, Special Use Permit (Introduction/Adoption). Mr. D'Onofrio reviewed this request for a special use permit to allow the Domino's currently located in Glencoe to move to Winnetka's Hubbard Woods business district. He explained that the establishment is viewed as a fast food restaurant under the Village Code, and is permitted as a special use in the C-2 Retail Overlay District. The request was recommended for approval by both the the Plan Commission and Design Review Board.

After a brief discussion of the special use, the Council requested an amendment to require employees to park in the Village parking garage until 10:00 PM. All were also in agreement to waive introduction and proceed to adoption, to further streamline the special use approval process.

Trustee Krucks moved to waive introduction of Ordinance No. M-4-2016, with the amendment that employees are required to park in the parking garage until the hour of 10:00 PM. Trustee Myers seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

Trustee Cripe, seconded by Trustee Krucks, moved to adopt amended Ordinance No. M-4-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

- c) Ordinance No. M-5-2016: 554 Green Bay Road, Verizon Wireless, Special Use Permit (Introduction/Adoption). Mr. D'Onofrio reviewed this request to allow a cell phone antenna on a commercial building at 554 Green Bay Road. The antenna will provide a stronger signal for commuters at the Elm Street Metra station, and to the Elm Street business district. He noted that both the Zoning Board of Appeals and the Plan Commission voted to recommended approval of the request.

After a brief discussion, the Council was in agreement to approve the request and waive introduction of the Ordinance.

Trustee Fessler, seconded by Trustee Krucks, moved to waive introduction of Ordinance No. M-5-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

Trustee Myers, seconded by Trustee Krucks, moved to adopt Ordinance No. M-5-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

- d) Resolution No. R-6-2016: Boal Parkway Pump Station Project Engineering (Adoption). Mr. Bernahl reviewed the request for proposals for design and construction engineering services in connection with a new stormwater pump station in the Boal Parkway neighborhood. After analyzing all of the responses, Staff recommends approving a contract with the lowest bidder, H.R. Green Associates, to complete the design engineering project.

After a brief Council discussion, Trustee Myers, seconded by Trustee Prodromos, moved to adopt Resolution No. R-6-2016 approving a contract with H.R. Green Associates in an amount not to exceed \$48,786. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

- 8) Public Comment. Dean Nelson, 1191 Elm Street. Mr. Nelson suggested that the Village's flood mitigation efforts of recent years should be brought to the attention of the Federal Emergency Management Agency (FEMA), in an effort to reduce flood insurance premiums.

Manager Bahan explained the Village is participating in FEMA's Community Rating System (CRS), which does recognize Winnetka's flood mitigation efforts. Mr. Bernahl said the Village has a CRS rating of 6, which provides residents with a 20% reduction in their flood

insurance. He noted that the elimination of federal subsidies for flood insurance in repetitive loss areas has resulted in rate increases for those areas. The Village is working to improve its CRS rating, which will provide additional cost savings.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Reports.

a) Village President. President Greable invited the community to the upcoming Stormwater Alternatives Project open houses on Thursday night and Saturday morning.

b) Trustees.

i) Trustee Myers reported on the last Environmental & Forestry Commission meeting.

c) Attorney. None.

d) Manager. None.

13) Executive Session. None.

14) Adjournment. Trustee Cripe, seconded by Trustee Prodromos, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:18 p.m.

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Deputy Clerk



## Agenda Item Executive Summary

**Title:** Approval of Warrant List

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

**Agenda Date:** 03/17/2016

**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 February 26 - March 10, 2016 was emailed to each Village Council member.

### Recommendation:

Consider approving the Warrant List dated February 26 - March 10, 2016.

### Attachments:

None.



## Agenda Item Executive Summary

**Title:** Resolution No. R-10-2016: Approving 2015-2018 Agreement between the Village of Winnetka and the Metropolitan Alliance of Police Chapter 54 (Adoption)

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

**Agenda Date:** 03/17/2016

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

**Consent:**  YES  NO

**Item History:**

None.

**Executive Summary:**

The Village's prior contract with the Metropolitan Alliance of Police (MAP) ended on March 31, 2015. After approving a collective bargaining agreement with the International Association of Firefighters Local 2077 in August, 2015, Village Staff and MAP Representatives have met to review proposals and negotiate a new agreement. MAP recently ratified the agreement reached by the two parties; the agreement must now be approved by the Village Council.

Like IAFF, MAP and the Village have reached agreement on a contract term beginning April 1, 2015 and ending December 31, 2018. The agreement would authorize wage increases as follows: 1.75% (2015), 2.50% (2016), 2.50% (2017), and 2.75% (2018). These wage increases align with the terms from IAFF and that have also been extended to non-union employees, as does an updated vacation schedule for MAP represented employees, which will take effect January 1, 2017. The only other significant economic item to note for MAP are reasonable increases in uniform allowances for Patrol Officers and Investigators in 2017.

Importantly, MAP was open to and accepted all the insurance related changes previously negotiated with IAFF, including phase-out of our Health Reimbursement Account (HRA) and initial offering of a voluntary high deductible health insurance plan.

**Recommendation:**

Consider adopting Resolution No. R-10-2016, approving the agreement between the Village of Winnetka, Illinois and the Metropolitan Alliance of Police Chapter 54 for the period of April 1, 2015 to December 31, 2018.

**Attachments:**

- Resolution No. R-10-2016
- Exhibit A: 2015-2018 Agreement

**RESOLUTION R-10-2016**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF WINNETKA AND  
THE METROPOLITAN ALLIANCE OF POLICE**

**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**, certain employees of the Village police department are represented by the Metropolitan Alliance of Police ("**MAP**"); and

**WHEREAS**, the Village has negotiated a collective bargaining agreement with MAP, with a term retroactively commencing on April 1, 2015, and ending on December 31, 2018 ("**Agreement**"); and

**WHEREAS**, MAP members voted to approve the Agreement on February 25, 2016; 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 MAP;

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

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

**SECTION 2: APPROVAL OF AGREEMENT.** The Village Council 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 authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, the Agreement on behalf of the Village.

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

[SIGNATURE PAGE FOLLOWS]

**ADOPTED** this 17<sup>th</sup> day of March, 2016, pursuant to the following roll call vote:

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

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

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

ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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

**EXHIBIT A**  
**AGREEMENT**

**AGREEMENT BETWEEN**

**THE VILLAGE OF WINNETKA, ILLINOIS**

**AND**

**WINNETKA POLICE ASSOCIATION**  
**METROPOLITAN ALLIANCE OF POLICE**  
**WINNETKA CHAPTER 54**

**April 1, 2015**

**Through**

**December 31, 2018**

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## PREAMBLE

THIS AGREEMENT, entered into by THE VILLAGE OF WINNETKA, Illinois (hereinafter referred to as the "Village" or the "Employer") and the WINNETKA POLICE ASSOCIATION, METROPOLITAN ALLIANCE OF POLICE, WINNETKA CHAPTER #54 (hereinafter referred to as the "Association Chapter") is in recognition of the Association Chapter's status as the representative of certain of the Village's full-time sworn peace officers and has as its basic purpose the promotion of harmonious relations between the Village and the Association Chapter; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and conditions of employment applicable to the bargaining unit employees.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Association Chapter do mutually promise and agree as follows:

## ARTICLE I

### RECOGNITION

Section 1.1. Recognition. The Village recognizes the Association Chapter as the sole and exclusive collective bargaining representative for all full-time sworn patrol officers below the rank of sergeant employed by the Village (hereinafter referred to as "officers" or "employees"), but excluding all Sergeants, all Lieutenants, the Deputy Chief and the Police Chief as supervisory employees, all confidential, supervisory and managerial employees of the Department and all other employees of the Department and Village.

## ARTICLE II

### MANAGEMENT RIGHTS

Section 2.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, and subject to the powers of the Winnetka Fire and Police Commission, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, policies and missions of the Village; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ employees; to determine examinations and examination techniques, and to conduct examinations; to determine policies affecting the training of employees; to schedule and assign work, to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate, promote or demote employees; to establish performance standards and, from time to time, to change those standards; to discipline, suspend and/or discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing equipment or facilities and to introduce new equipment or facilities without having to negotiate over such changes or the effects of such changes; to subcontract work; to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; and to transfer, relieve or lay off employees to meet Village needs. The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Police Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or financial or other emergencies, and to suspend the terms of this Agreement during such civil emergency.

Section 2.2. Work Rules and Regulations. The Village may adopt, change or modify work rules. The Village agrees to post or make available in the Department a copy of its applicable work rules where such rules exist in writing. Whenever the village changes rules or issues new rules applicable to employees, the Association Chapter will be given at least five (5) days' prior notice, absent emergency, before the effective date of the work rules in order that the Association Chapter may discuss such rules with the Chief of Police or the Chief's designee within that five (5) day period before they become effective if the Association Chapter so requests. Work rules shall be equitably applied under similar circumstances and shall not conflict with any specific provision of this Agreement.

## ARTICLE III

### ASSOCIATION

Section 3.1. Fair Representation. The Association Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Association Chapter.

Section 3.2. Association Responsibility. The Association Chapter shall be responsible for the acts of its officers, stewards, members and representatives with respect to matters which are taken in the Association Chapter's name or in furtherance of the objectives of the Association Chapter.

Section 3.3. Association Activity. The Association Chapter agrees that neither it nor any of its officers or members will engage in any Association Chapter activity while such employees are on Village time unless mutually agreed upon by the parties.

Section 3.4. Dues Deduction. While this Agreement is in effect, the Village will deduct from each employee's paycheck once each month the uniform, regular monthly Association Chapter dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective check-off authorization form. The village will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to an address provided by the Association Chapter together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Association Chapter agrees to refund to the employee(s) any amounts paid to the Association Chapter in error on account of this dues deduction provision.

An Association Chapter member desiring to revoke the dues check-off may do so at any time by providing written notice to the Village. Dues shall be withheld and remitted to the Association Chapter unless or until such time as the Village receives the notice for a revocation of dues check-off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Association Chapter, and this action will discharge the Village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VII of this Agreement (No Strike Clause).

The actual dues amount to be deducted shall be certified to the Village by the Association Chapter, and shall be uniform in dollar amount for each employee in order to ease the Village's burden of administering this provision. The Association Chapter may change the fixed uniform dollar amount which will be regular monthly dues once each calendar year during the life of this

Agreement. The Association Chapter will give the Village sixty (60) days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.5. Fair Share. During the term of this Agreement, officers who are not members of the Association Chapter shall, commencing thirty (30) days after the effective date of this Agreement, or if they are hired after the effective date of this Agreement thirty (30) days after their date of hire, pay a fair share fee to the Association Chapter for collective bargaining and contract administration services rendered by the Association Chapter as the exclusive representative of the officers covered by this Agreement, provided such amount shall not exceed the amount of dues uniformly required of members of the Association Chapter. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Association Chapter with the same frequency and in the same fashion as dues payments. Prior to this provision going into effect and at least annually thereafter the Association Chapter shall submit to the Village a list of the officers covered by this Agreement who are not members of the Association Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with applicable law. The Association Chapter shall notify the Village in writing of any additions, deletions or changes in the list. The Association Chapter may change the fair share fee once each calendar year and will give the Village thirty (30) days' notice of such change.

The Association Chapter agrees to assume full responsibility to ensure full compliance with applicable legal requirements relating to the constitutional rights of fair share fee payors. Non-members who object to the fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association Chapter. If the affected non-member and the Association Chapter are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

The parties agree that in the event of a legal challenge by an employee relating to the fair share agreement or the fair share fee, the Association Chapter will bear the entire burden of defense. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association Chapter with respect to fair share fee payers shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 3.6. Association Chapter Indemnification. The Association Chapter and the Metropolitan Alliance of Police shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Association Chapter or Metropolitan Alliance of Police that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, unless such action is initiated or prosecuted by the Village. If an improper deduction is made, the Association Chapter shall refund directly to the employee(s) any such amount.

Section 3.7. Use of District Facilities and Equipment. With the prior approval of the Chief of Police or his designee, Chapter representatives may use Village copy machines and fax machines. Such use shall not take precedence over Village needs and any materials used or other costs incurred shall be reimbursed by the Chapter if requested by the Village.

## ARTICLE IV

### PROBATIONARY PERIOD

Section 4.1. Probationary Period. The probationary period shall be twenty-four (24) months for newly hired employees. Any newly hired employee who has previous law enforcement experience may be eligible for accelerated step placement upon hire. The probationary period may be extended by the mutual agreement of the Village and the employee. Time absent from duty in excess of thirty (30) calendar days annually shall not apply towards satisfaction of the probationary period. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum.

## ARTICLE V

### HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

#### Section 5.2. Workday and Shifts

##### **A. 12-hour Shifts.**

Except as otherwise provided, patrol officers shall be assigned to twelve (12) hour shifts in accordance with the following provisions:

1. Each 24-hour workday shall be divided into a day shift (normally 7 a.m. to 7 p.m.) and a night shift (normally 7 p.m. to 7 a.m.).
2. Each 12-hour day shift and each 12-hour night shift shall consist of two separate teams, i.e., an A team and a B team.
3. A work cycle shall consist of twenty-eight (28) days. Each 28-day work cycle shall consist of fourteen (14) workdays and fourteen (14) days scheduled off. Officers will normally be scheduled to have every other weekend off.
4. Of the 14 scheduled workdays in each 28-day work cycle, twelve (12) shall normally be 12-hour workdays and two (2) shall normally be 8-hour workdays. The two 8-hour workdays shall be scheduled by the Scheduling Supervisor. After the 28-day shift schedule is posted, an officer may request to reschedule an eight (8) hour shift and any such request shall not be arbitrarily denied.

##### **B. 8-Hour Shifts.**

Notwithstanding the foregoing, one officer assigned to the night shift shall normally be scheduled for a flex car assignment consisting of twenty (20) 8-hour workdays over a 28-day work cycle, provided that no such officer shall normally be assigned to more than six (6) consecutive 8-hour workdays in the 28-day work cycle. Typically, the flex car assignment will be either from 3 p.m. to 11 p.m., but may start earlier or later than 3 p.m. to support department operations. In making such 8-hour assignments, the Village will seek qualified volunteers; if there are no qualified volunteers, the assignments will be rotated among least senior qualified officers who are assigned to the night shift.

##### **C. Probationary Employees**

The scheduling of shifts and shift hours for probationary employees shall continue to be at the discretion of the Department.

**D. Meal Periods and Break Periods.**

Subject to work needs, and with their supervisor's permission, (a) during each 12-hour workday employees will generally be allowed a two (2) paid one-half (1/2) hour meal breaks and two (2) paid fifteen (15) minute breaks during a normal twelve hour workday; and (b) during each 8-hour workday employees will generally be allowed one (1) paid one-half (1/2) meal break and two (2) paid fifteen (15) minute breaks during a normal eight hour workday. If said breaks are not allowed as scheduled as a result of manpower needs, the Village shall make reasonable efforts to allow each affected employee to take said breaks at other times as reasonable during the shift.

**E. Work Schedules**

The 28-day work cycles for officers assigned to 12-hour shifts are based on the following template:

**TEAM A**

|        | <u>Mon.</u> | <u>Tues.</u> | <u>Wed.</u> | <u>Thur.</u> | <u>Fri.</u> | <u>Sat.</u> | <u>Sun.</u> |
|--------|-------------|--------------|-------------|--------------|-------------|-------------|-------------|
| Week 1 | Off         | Off          | On          | On           | Off         | Off         | Off         |
| Week 2 | On          | On           | Off         | Off          | On          | On          | On          |
| Week 3 | Off         | Off          | On          | On           | Off         | Off         | Off         |
| Week 4 | On          | On           | Off         | Off          | On          | On          | On          |

**TEAM B**

|        | <u>Mon.</u> | <u>Tues.</u> | <u>Wed.</u> | <u>Thur.</u> | <u>Fri.</u> | <u>Sat.</u> | <u>Sun.</u> |
|--------|-------------|--------------|-------------|--------------|-------------|-------------|-------------|
| Week 1 | On          | On           | Off         | Off          | On          | On          | On          |
| Week 2 | Off         | Off          | On          | On           | Off         | Off         | Off         |
| Week 3 | On          | On           | Off         | Off          | On          | On          | On          |
| Week 4 | Off         | Off          | On          | On           | Off         | Off         | Off         |

While the hours, shifts, tours of duty and work schedules may be changed, such changes shall only be made for non-arbitrary reasons related to the Department's overall operation needs. In order to give officers reasonable advance notice of their work schedules, officers will normally be assigned to two consecutive 28-day work cycles.

## **F. Scheduling Committee**

During the parties' 2015-2018 collective bargaining agreement, the Scheduling Committee (two members appointed by the Chapter and two members appointed by the Police Chief) will continue to meet quarterly, at the request of either party, to review the implementation of 12-hour shifts as provided herein and to suggest possible modifications.

## **G. Grievances**

During the term of the parties' 2015-2018 collective bargaining agreement, if any grievance is filed over the terms embodied in the 2015-2018 Agreement to implement 12-hour shifts and it is appealed to arbitration, the grievance shall be submitted to expedited arbitration before Arbitrator Daniel Nielsen. The time limit for filing a grievance, as well as appealing a grievance to arbitration, shall be as specified in Article VI (Grievance Procedure) of the parties' 2015-2018 collective bargaining agreement.

Section 5.3. Overtime. For purposes of computing overtime, a normal work cycle shall be twenty-eight (28) days and a normal workday shall be either twelve (12) hour or eight (8) hours, as defined above. Overtime worked in increments of one-quarter (1/4) hour or more in excess of twelve (12) hours or eight (8) hours of work per day, whichever is applicable, will be paid on the basis of one and one-half (1 ½) times the employee's regular straight-time hourly rate of pay, and overtime worked (in increments of one-quarter (1/4) hour or more) in excess of one hundred sixty (160) hours of work per twenty-eight (28) day work cycle will be paid on the basis of one and one-half (1 ½) times the employee's regular straight-time hourly rate, except as may be provided in Section 5.6 (Compensatory Time). All non-scheduled overtime that arises as a result of the absence of a bargaining unit member(s), and available with less than 48 hours' notice, shall be assigned to a bargaining unit member on the basis of rotating seniority, qualifications permitting. If a bargaining unit member establishes that he/she did not receive an overtime opportunity that he/she should have received, he/she shall be assigned the next overtime opportunity

Section 5.4. Team and Shift Assignments. Team and shift assignments for the following calendar year will normally be posted by September 15 in order to permit the commencement of vacation selections thereafter. In making team and shift assignments for the following year, the criteria shall include but not necessarily be limited to the mix of seniority, specialty assignments, and each officer's court key.

In the discretion of the Village, and subject to the approval of the Chief or the Chief's designee, employees may be permitted to change shifts on occasion depending upon the Village's work needs if the change does not result in additional overtime compensation being paid to any of the employees involved in the change and does not interfere with Department operations. Notwithstanding the foregoing, the Village retains the right to change shift assignments as may be needed but they shall only be made for non-arbitrary reasons related to the Department's overall operation needs; provided, however, before changing shift assignments, the Village will seek qualified volunteers; if there are no qualified volunteers, the least senior qualified officer(s) will be reassigned. If there is a need to make further shift reassignments with

the next 12-months and there are no qualified volunteers, the next least senior qualified officer(s) will be reassigned, i.e., the officer(s) who were previously reassigned will not be reassigned.

Section 5.5. Compensatory Time. In lieu of overtime pay an employee may earn compensatory time at a rate equal to one and one-half (1 ½) hours for each overtime hour worked in accordance with the provisions of Section 5.3. Employees may accumulate up to sixty (60) hours of compensatory time during the calendar year, but may not carry over more than forty (40) hours to the next calendar year. Any other overtime worked will be paid in accordance with Section 5.3. Upon termination of employment, an employee shall be paid all accumulated compensatory time at the officer's then current rate of pay. Requests for use of compensatory time will be subject to approval by the officer's supervisor taking into account work needs of the Department. Requests for compensatory time must be made at least three (3) days in advance, unless approved by the officer's supervisor. The Chief or the Chief's designee will not unreasonably withhold permission for the utilization of compensatory time off.

Section 5.6. Court Time. An employee who is required to make court appearances on behalf of the Village during the employee's off-duty hours will receive pay for all hours worked at the rate of one and one-half (1 ½) times the employee's regular hourly rate with a minimum guarantee of three (3) hours. The minimum guarantee shall not apply if court time continuously precedes or follows an employee's regularly scheduled working hours, in which case the employee will be paid only for actual hours worked.

The parties agree that the employee's paid court time shall commence when said employee arrives at the police department or at the courthouse to begin preparation and/or testifying in his/her cases upon order of the Chief or the Chief's designee.

Section 5.7. Call-Back Pay. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's scheduled working hours and involves the officer returning to work after the officer has worked a shift. A call-back shall be compensated at one and one-half (1 ½) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a three (3) hour minimum, except that if the employee is called back to rectify the employee's own error, such call-back time shall be paid at straight-time rates and shall not be counted toward overtime hours under Section 5.3.

Section 5.8. Required Overtime. The Chief of Police or the Chief's designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. In non-emergency situations, the Chief or the Chief's designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work, and if not filled through a volunteer process, said assignments shall be filled by reverse seniority on a rotating basis, based on the prior shift if an officer is being held over, or the next shift if an officer is being called in early, or if more officers are needed, as assigned by the Village. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress.

Section 5.9. No Pyramiding. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 5.10. Electronic Communication Devices. The Village retains the right to require employees to carry electronic communications devices during off-duty hours, but employees shall only be eligible for pay if called and requested to work, in which case the employee will be paid for actual hours worked in accordance with this Agreement. There will be no discipline or discrimination for failure to answer a Village provided electronic communication device during off-duty hours during the term of this Agreement.

## ARTICLE VI

### GRIEVANCE PROCEDURE

Section 6.1. Definition. A "grievance" is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee or the Association Chapter against the Village involving an alleged violation or misapplication of an express provision of this Agreement, but shall exclude any dispute or difference of opinion concerning the suspension, removal or discharge of an employee or other action which is subject to the jurisdiction of the Board of Fire and Police Commissioners of the Village. This grievance procedure shall supersede any other Village grievance procedure.

Section 6.2. Procedure. A grievance filed against the Village shall be processed in the following manner:

- Step 1: In Order to encourage informal resolution of a grievance at the first level of supervision, an employee who believes that the employee has a grievance shall be required first to discuss the alleged grievance with the employee's immediate supervisor. The Association Chapter steward may be present if the employee so desires. To be timely, the grievance must be presented no later than five (5) calendar days after the act, event or commencement of the condition which is the basis of the grievance or five (5) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the act, event or commencement of the condition which is the basis of the grievance. The supervisor shall respond to the grievance, either orally or in writing within five (5) calendar days.
- Step 2: If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, signed by the employee, and presented to the Deputy Chief, or the Deputy Chief's designee, within seven (7) calendar days after a decision was rendered by the immediate supervisor in Step 1. The written grievance shall include a statement of all relevant facts, a reference to the provision or provisions of the Agreement alleged to be violated, and the remedy requested. The employee and/or the Association Chapter representative shall meet with the Deputy Chief, or the Deputy Chief's designee, to discuss the subject of the grievance, as well as optionally present written statements to the Deputy Chief, or the Deputy Chief's designee, within seven (7) calendar days after presentation of the written grievance to the Deputy Chief, or the Deputy Chief's designee, shall provide a written response within seven (7) calendar days after such meeting.
- Step 3: If the grievance is not settled at Step 2, the written grievance shall be presented by the employee or by the Association Chapter representative to the Chief of Police, or the Chief's designee, no later than seven (7) calendar days after the date of the response of the Deputy Chief, or the Deputy Chief's designee. The Chief of Police, or the Chief's designee, may meet with the employee and/or the Association Chapter representative in an effort to resolve the grievance within

seven (7) calendar days after the Chief, or the Chief's designee, receives the grievance. The Chief, or the Chief's designee, shall reply to the grievance within seven (7) calendar days after the date of the meeting, or, if there is no meeting, within ten (10) calendar days after the written grievance was received by the Chief, or the Chief's designee.

Step 4: If the grievance is not settled in Step 3, the written grievance shall be presented by the employee or by the Association Chapter representative to the Village Manager, or the Manager's designee, not later than seven (7) calendar days after the Chief of Police, or the Chief's designee, replies to the grievance. The Village Manager or the Manager's designee shall make such investigation of the facts and circumstances as the Manager, or the Manager's designee, deems necessary, and may meet with the employee and/or the Association Chapter representative. The Village Manager or the Manager's designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting, or if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Manager, or the Manager's designee.

Section 6.3. Arbitration. A grievance not settled in Step 4 may be appealed by the Association Chapter to arbitration by serving on the Village by certified mail, not later than fifteen (15) calendar days after the date of the reply of the Village Manager or the Village Manager's designee, a written request to arbitrate, setting forth specifically the issue or issues to be arbitrated. If the parties fail to agree upon an arbitrator within fifteen (15) days after receipt of the written request to arbitrate, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) proposed arbitrators. The parties may each strike one (1) panel. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The party requesting arbitration shall strike the first name.

Section 6.4. Arbitrator's Authority. The arbitrator shall consider and decide only the questions of fact raised by the grievance, as originally submitted at Step 1, and confirmed in writing at Step 2, as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this Agreement or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the Village or the Village Fire and Police Commission under this Agreement, applicable law or public policy. The arbitrator shall not have the power to amend, delete, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of article II or other terms of this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be binding upon the Association Chapter, the employees and the Village.

Section 6.5. Time Limits. If a decision is not rendered by the Village within the time limits provided for in this grievance procedure, the aggrieved employee, or the Association Chapter, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Association Chapter does not submit the grievance or appeal the Village's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the Village without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Association Chapter and the Village.

Section 6.6. Decision and Fee. The decision of the arbitrator, within the limits prescribed in this Article VI, shall be binding on all parties to the grievance, including the Village, the Association Chapter and the aggrieved employee. The fee and expenses of the arbitrator shall be borne equally by the Village and the Association Chapter. No joint expenses shall be incurred except by mutual agreement of the parties.

Section 6.7. Association Chapter Grievance. The Association Chapter may present a grievance general in nature directly at Step 3. Any such grievance initiated at Step 3 shall be presented not later than five (5) calendar days after the act, event or commencement of the condition which is the basis of the grievance or five (5) calendar days after the Association Chapter, through the exercise of reasonable diligence, should have had knowledge of the act, event or commencement of the condition which is the basis of the grievance.

Section 6.8. Method of Determination. It is understood these grievance and arbitration procedures shall not apply to any matter as to which the Village is without authority to act and that the filing and pendency of any grievance shall not preclude the Village from taking the action or continuing to follow the course complained of which is the subject of the grievance. There shall be no suspension or interference with work because of any grievance or any incident which is or could have been the subject of a grievance.

Section 6.9. Association Rights. No settlement or agreement shall be binding on the Association Chapter unless the Association Chapter has had the opportunity to be present and agree to such settlement. It is acknowledged that the Association Chapter has the right to exercise its discretion to refuse to process an employee's unmeritorious grievance.

Section 6.10. Aggrieved Employee. An employee who files a grievance must have a direct interest in the grievance in that the outcome of the grievance directly affects the employee's own wages, hours or work conditions as set out and determined by the provisions of this Agreement. Each grievance shall be considered a separate matter and shall be handled separately and distinctly. Separate grievances shall not be arbitrated together, except by mutual consent of the Village and the Association Chapter.

## ARTICLE VII

### NO STRIKE CLAUSE

Section 7.1. No Strike. Neither the Association Chapter nor any of its officers or agents or any employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, speed-up, concerted stoppage of work, concerted refusal to perform overtime or other work, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, picketing or any other interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village with normal appeal and hearing rights to the Board of Fire and Police Commissioners of the Village. Each employee who holds the position of officer or steward of the Association Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Association Chapter agrees to inform its members of their obligation under this Agreement and to direct them to return to work. Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event there is a violation of this Section.

Section 7.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association Chapter.

## ARTICLE VIII

### HOLIDAYS

Section 8.1. Holidays. The following ten (10) listed holidays are the recognized holidays for purposes of this Article. Employees may be scheduled to work on the holidays and will be paid straight-time for hours worked on the following holidays, except as provided in Sections 8.2 and 8.3.

|                      |                        |
|----------------------|------------------------|
| New Year's Day       | Veteran's Day          |
| Presidents Day       | Thanksgiving Day       |
| Memorial Day         | Day After Thanksgiving |
| July 4 <sup>th</sup> | Christmas Eve          |
| Labor Day            | Christmas Day          |

Section 8.2. Personal Time. In recognition of the Department's rotating shift schedule and the fact that officers are regularly scheduled to work on holidays, effective January 1, 2004, officers who are covered by this Agreement shall receive twenty-four (24) hours of personal time during the calendar year. Officers shall start to earn personal time as of their date of hire, at a rate of two (2) hours per month. Personal time shall be scheduled subject to work needs of the Village. Requests for use of personal time should be made at least eighteen (18) days in advance of the twenty-eight (28) days shift in which the personal time is to be taken, except with permission of the Chief or the Chief's designee. If the personal time is not used by the end of the calendar year, said Officer shall receive compensation for those hours at the Officer's then regular straight-time hourly rate. Upon termination of employment, employees shall be paid on a pro rata basis for any personal time earned in the year of termination which remains unused. Because personal time may be used before they have been earned, any unearned personal time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

Section 8.3. Holiday Compensation. Employees who have been employed with the Village at least six (6) months as of January 1 will be paid holiday compensation for the calendar year on the basis of forty (40) hours of straight-time pay, which is to be granted as a one (1) week vacation to be selected in accordance with the vacation selection provisions and included in the paycheck covering the period in which the vacation is taken, and forty (40) hours of straight-time pay which shall be included on the January paychecks received by the officers. Employees who have been employed with the Village less than six (6) months as of January 1, but who are employed more than six (6) months during the calendar year, will be paid holiday compensation for the calendar year on the basis of forty (40) hours of straight-time pay to be included on any paycheck the employee chooses during the calendar year issued after the employee has been employed six (6) months. The Village and the Association Chapter further agree that an employee who works any hours on an above recognized holiday shall receive as compensation therefor the sum of one and one-half (1-1/2) times the employee's regular hourly rate of pay for the hours worked on said holiday. Holiday shifts will be designated in accordance with past practice. If an employee receives holiday compensation and terminates employment prior to the end of the calendar year, the employee must reimburse the Village on a pro-rata basis for pay

received for holidays which have not yet occurred by means of a deduction from the employee's paycheck, or of the employee's paycheck is insufficient, by paying the amount owed to the Village.

Section 8.4. Holiday Overtime. If an officer is required to work more than a normal workday, as defined in Section 5.2, either eight (8) or twelve (12) hours on any holiday, the officer will be compensated at two and one-half (2-1/2) times the officer's hourly rate for those hours in excess of the original eight (8) or twelve (12). Further, any officer who is not scheduled to work a holiday as part of the officer's regular duty, but who is called into work on a holiday, will be compensated at two and one-half (2 ½) times the employee's hourly rate for those hours worked on the holiday.

Section 8.5. Holiday Assignments. The Chief or the Chief's designee will assign holiday work assignments as needed in a fair and reasonably equitable manner.

## **ARTICLE IX**

### **VACATIONS**

Section 9.1. Eligibility and Allowances. All employees shall be eligible for paid vacation time after the completion of six (6) months of continuous full-time active employment. Employees shall start to earn vacation time as of their date of hire, but cannot use vacation time until they have been continuously actively employed for six (6) months. Effective January 1, 2016, vacation time shall be earned based on the following schedule:

| <b>Length of Continuous<br/>Active Service</b>   | <b>Vacation Days Earned</b>     |
|--|---------------------------------|
| In 1st calendar year through calendar year in which 4th anniversary date of employment | 6.67 hrs./mo. (80 hrs. total)   |
| Calendar year in which 5th anniversary date of employment occurs                       | 7.33 hrs./mo. (88 hrs. total)   |
| Calendar year in which 6th anniversary date of employment occurs                       | 8.00 hrs./mo. (96 hrs. total))  |
| Calendar year in which 7th anniversary date of employment occurs                       | 8.66 hrs./mo. (104 hrs. total)  |
| Calendar year in which 8th anniversary date of employment occurs                       | 9.33 hrs./mo./ (112 hrs. total) |
| Calendar year in which 9th anniversary date of employment occurs                       | 10.00 hrs./mo. (120 hrs. total) |
| Calendar year in which 10th anniversary date of employment occurs                      | 10.66 hrs./mo. (128 hrs. total) |
| Calendar year in which 11th anniversary date of employment occurs                      | 11.33 hrs./mo. (136 hrs. total) |
| Calendar year in which 12th anniversary date of employment occurs                      | 12.00 hrs./mo. (144 hrs. total) |
| Calendar year in which 13th anniversary date of employment occurs                      | 12.66 hrs./mo. (152 hrs. total) |
| Calendar years in which 14th anniversary date of employment occurs                     | 13.33 hrs./mo. (160 hrs. total) |

|  |                                 |
|--|---------------------------------|
| Calendar year in which 15th through 21st anniversary date of employment occurs | 14.00 hrs./mo. (168 hrs. total) |
| Calendar year in which 22nd anniversary date of employment occurs              | 14.66 hrs./mo. (176 hrs. total) |
| Calendar year in which 23rd anniversary date of employment occurs              | 15.33 hrs./mo. (184 hrs. total) |
| Calendar year in which 24th anniversary date of employment occurs              | 16.00 hrs./mo. (192 hrs. total) |
| Calendar year in which 25th anniversary occurs & subsequent years              | 16.66 hr./mo. (200 hrs. total)  |

Vacation time, less than or equal to one (1) year's accrual (i.e., hours earned within one (1) calendar year) may be carried over from one year to the next. Employees will be credited with their vacation time at the beginning of each calendar year.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which that vacation is taken.

Section 9.3. Scheduling. All vacation picks shall be subject first to the non-arbitrary overall operational needs of the Department. Vacation scheduling will be done prior to November 1st for vacation to be taken the following calendar year. Employees shall schedule no less than one (1) week of vacation at a time unless otherwise approved by the Chief or the Chief's designee.

Vacation picks shall be made by seniority with a maximum of three (3) weeks being chosen on the first round of picks. On the first round, an officer may choose only two (2) weeks in the summer shift period. Should an Officer with three (3) or more weeks available choose a holiday week in the first round, that Officer is limited to selecting one (1) week in the summer shift period in the first round. Officers may schedule all or part of their remaining vacation entitlement in the second round of vacation picks which shall immediately following the

conclusion of the first round of picks. For these purposes, a holiday week shall include: New Year's Day, the Fourth of July, Thanksgiving and Christmas.

A vacation week is defined as the use of at least 36 hours of vacation time. Officers will not be required to use more than 48 hours of vacation time for any selected week.

Not more than two (2) officers will be on vacation in any given week and no more than one of them will be on the night shift. Officers on the same shift and team may not choose the same week. Not more than six (6) weeks of vacation can be selected in any 28-day shift period.

After the initial and second round vacation picks have been made, officers with additional accrued vacation time for the year may submit written requests to the Chief or the Chief's designee to use remaining vacation time at least 60 days prior to the requested vacation week, which restriction may be waived by the Chief or his designee. In the event of simultaneous written requests, the request of the most senior officer will be considered first.

Section 9.4. Vacation Pay upon Termination. Upon termination of employment, employees shall be paid on a pro rata basis for any vacation time earned in the year of termination which remains unused. Because vacation time may be used before it has been earned, any unearned vacation time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

Section 9.5. Village Emergency. In the case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the Village President, the Village Manager or the Police Chief or their designees, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, an/or recall any police officer from vacation in progress.

In the event of an emergency, an officer on vacation may be ordered into work if the officer can be located. If an officer is ordered into work on the officer's scheduled vacation (including, if requested, the immediately following weekend), the officer will be compensated at the rate of two and one-half (2 ½) times the officer's regular hourly rate for all hours worked, with a minimum of three (3) hours paid, and the balance of any unused vacation time will be credited back to the affected officer's vacation accumulation. If the officer cannot be located, due to the officer being out of town or other legitimate reason, the officer will not be subject to discipline.

If an officer is ordered into work during a scheduled vacation (including, if requested, the immediately following weekend) and at that time the employee advises the Chief or his designee that he will lose money as a result of forfeited deposits for lodging or non-refundable transportation tickets, the Village will reimburse the officer for a total of not more than \$1,500.00 of such documented expenses.

## ARTICLE X

### SENIORITY, LAYOFFS AND RECALLS

Section 10.1. Seniority. Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a peace officer's length of continuous full-time service in rank with the Village since the officer's last date of hire as a peace officer in rank. Seniority shall not include periods of unpaid leave time. Seniority shall be lost upon termination of employment, resignation, discharge, suspension, layoff, and failure to return to work upon expiration of an approved leave. Seniority will be reinstated in accordance with Illinois State Statutes if an employee returns to work when recalled from a layoff.

Section 10.2. Layoffs. Layoffs, for reason of lack of work or reduction of the work force, shall be made in the inverse order of job classification seniority. All probationary employees in a position affected by layoff shall be separated before any non-probationary employee shall be subject to such a reduction in the work force.

Section 10.3. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be by certified or registered mail with a copy to the Association Chapter, provided that the employee must notify the Chief of Police or the Chief's designee of the employee's intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list. If an employee is recalled to the employee's former job and requires additional training, the Village shall provide that training at the Village's expense.

Section 10.4. Rate of Pay. When, due to a decrease of the work forces or the elimination of a job, an employee is assigned to a lower rated job and desires to retain such job rather than accept a layoff, the employee will be paid in accordance with the employee's seniority as applied to the progression schedule in effect for the lower rated job.

Section 10.5. Posting of Seniority List. The Village agrees to post, on at least a semi-annual basis, a list covering the names of officers who are covered by this Agreement, in order of seniority from date of hire. Before posting the list, the Village will provide a copy of the list to the Chapter President. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within twenty-one (21) calendar days after the Chapter's receipt of the list.

## ARTICLE XI

### SICK LEAVE

Section 11.1. Accrued Sick Leave. All full-time officers shall be eligible to accrue paid sick leave as provided herein. The sick leave benefit shall be accrued at the rate of eight (8) hours for each full month of service to begin at the date of employment as a sworn peace officer. Officers will be credited with their sick leave at the beginning of each calendar year and may request use of paid sick leave at any time during the year for which it is credited. Officers who complete part of a work shift and go home sick will be debited for the amount of accrued sick leave used in one-half (½) hour increments. An employee may use sick leave for absence from work due to the employee's own illness or injury, an emergency situation at the employee's home requiring adult care of a member of the employee's household which would otherwise not be available, provided proper notice to the employee's supervisor has been given in accordance with Section 11.2.

Section 11.2. Request for Sick Leave. Employees requesting sick leave must call their supervisor as soon as possible, but not less than two (2) hours prior to the start of the scheduled workday. An employee may be required by the Village to substantiate proof of illness when there is reason to suspect sick leave abuse. Where the employee is absent for five (5) or more consecutive days due to illness, the employee may be required by the Village to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work. Requests for sick leave may not be arbitrarily denied.

#### Section 11.3. Sick Leave Buyback.

##### A. Employees Who Were Hired Before April 1, 2012

Effective April 1, 2012, the following provisions shall be applicable to employees hired before April 1, 2012:

#### Annual Buyback

1. Effective April 1, 2012, sick leave in excess of two hundred forty (240) hours may be cashed in at 50% up to the greater of the maximum number of accrued but unused sick leave hours as of December 31, 2011 or 600 hours at the employee's regular hourly rate.
2. Any hours above the maximum number of accrued but unused sick leave hours as December 31, 2011 or 600 hours may be cashed in at 30%.
3. Any such requests must be made prior to September 1. The employee's cashed-in sick pay will be included in the employee's second paycheck issued the following April, or such other paycheck issued subsequently in the fiscal year as may be requested by the employee.

### Buyback at Termination

1. Employees who have less than twenty (20) years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination that are in excess of two hundred forty (240) hours and up to the maximum set forth in subparagraph 3 below.
2. Employees who have twenty (20) or more years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination up to the maximum set forth in subparagraph 3 below.
3. The maximum number of sick leave hours that will be paid at 50% of the employee's then current regular hourly rate of pay will be established based on the greater of the number of accrued but unused sick leave hours as of December 31, 2011 or 600 hours.
4. All sick leave hours accrued but not used as of the date of termination that are above the maximum set forth in subparagraph 3 above will be paid at 30% of the employee's then current regular hourly rate of pay.

### B. Employees Hired on or after April 1, 2012

Effective April 1, 2012, the following sick leave buyback provisions shall be applicable to bargaining unit employees who were on or after April 1, 2012:

#### Annual Buyback

1. Sick leave in excess of forty hundred eighty (480) hours) may be cashed in at 30% at the employee's regular hourly rate.
2. Any such requests must be made prior to September 1. The employee's cashed-in sick pay will be included in the employee's second paycheck issued the following April, or such other paycheck issued subsequently in the fiscal year as may be requested by the employee.

#### Sick Leave Buyback at Termination

Upon termination of employment in good standing, compensation at 30% of the employee's then current regular hourly rate of pay shall be paid for all sick leave hours accrued but not used in excess of four hundred eighty (480) hours.

C. Generally

Because sick leave may be used before it has been earned, any unearned sick leave time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

D. Maximum Accumulation

Employees shall be subject to a maximum sick leave accumulation amount of one thousand four hundred forty (1,440) hours as of the end of the fiscal year. Effective April 2012 all employees shall be paid thirty percent (30%) of the value of any accrued but unused sick days above one thousand four hundred forty (1,440) hours that have not been used during the fiscal year, said amount to be paid during January of the following year.

E. Death Benefit.

If an employee dies while on the active payroll of the Village and the employee had accumulated sick leave at the time of death, a death benefit based on that accumulated sick leave will be paid to the employee's spouse or, if no spouse, to the employee's estate. The amount of the death benefit shall be calculated in the same way that the death benefit based on accumulated sick leave is calculated for the Village's unrepresented employees who are similarly situated.

Section 11.4. Tax Deferment Benefits. For the term of this Agreement, officers shall continue to be entitled to take advantage of the Village's Section 457 plan under the terms and conditions of said plan.

## ARTICLE XII

### ADDITIONAL LEAVES OF ABSENCE

Section 12.1. Discretionary Leaves. The Village, in its discretion, may grant a leave of absence under this Article to any bargaining unit employee. The Village shall set the terms and conditions of the leave, including whether or not the leave is to with or without pay and with or without benefits.

Section 12.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence shall, if granted, be furnished to the employee by the Police Chief or the Chief's designee and shall be in writing.

Section 12.3. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work. Furthermore, an employee, if scheduled to perform jury duty just prior to or immediately following the employee's regular work shift, shall have the employee's regular work shift adjusted so that the employee's jury duty is simultaneous with the employee's work schedule on that day. An employee shall immediately notify the Police Chief or the Chief's designee if the employee is required to report for jury duty. If an employee is compensated by the Village for performing jury duty, such employee must sign over to the Village any check received for performance of such jury duty, less any travel allowance.

Section 12.4. Funeral Leave. In the event of a death in the immediate family of an employee who has completed at least one (1) year of continuous service, the employee will be granted twenty-four (24) hours off with pay (effective the first pay period following the execution of the 2015-2018 Agreement, thirty-two (32) hours in the event of the death of an employee's spouse or child) to attend the funeral. For this purpose, immediate family consists of the employee's mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandchild, grandparents, stepmother, stepfather, stepsister, stepbrother and stepchild. The Village retains the right to require proof of the funeral and the employee's attendance at the funeral.

Section 12.5. Leave for Illness, Injury or Disability. In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers' compensation, which shall be considered on-the-job duty-related injuries) the Village may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave. To qualify for leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or the Chief's designee a physician's written statement showing the nature of the illness or injury or state of disability and

the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report upon request by the Village. The Village will comply with all current state statutes pertaining to on-the-job injuries and duty-related illnesses.

Section 12.6. Benefits While On Leave. Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have the employee's seniority continued after the period of the leave. Upon the employee's return, the Village will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification or in a lower rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee could have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premiums involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the Village.

Section 12.7. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline, including without limitation discharge.

Section 12.8. Military Leave. Military leaves will be granted in accordance with applicable laws. The Village will pay an employee for a maximum of forty (40) hours at regular pay on an annual basis in the case of short-term military leave for annual reserve training. The balance will be unpaid. Benefits will be continued for a maximum of three (3) weeks in the case of such short-term annual reserve training military leave. If an employee is called for extended active duty, an employee will be paid the employee's normal salary for the first thirty (30) days of extended active duty. The balance of the leave will be unpaid. Benefits will be subject to Section 12.6 and the terms of the applicable plans except that during the first ninety (90) days of extended active duty, the Village will continue to contribute towards an employee's medical insurance coverage, including dependent coverage, in the same amount as if the employee were actively employed.

Section 12.9. Family Medical Leave Act. Employees are now covered under the federal Family and Medical Leave Act of 1993. Employees who have worked for the Village for at least twelve (12) months, and who have worked at least 1,250 hours over the previous twelve (12) months, are eligible for up to twelve (12) weeks total of paid and/or unpaid leave in any twelve (12) month period for: birth, adoption, or foster care of a child or a serious health condition (as

defined below) of an employee or immediate family member (as defined below) requiring in-patient care or continuing treatment by a health care provider.

An "immediate family member" is an employee's son or daughter, spouse or parent. A son or daughter is a child either under the age of eighteen (18), or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability. A "serious health condition" is an injury, illness, impairment or physical or mental condition that requires certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. This would normally end six (6) weeks after a normal birth or eight (8) weeks after a caesarean section.

Employees must provide the Village with at least thirty (30) days' notice if possible before taking such leave, or notify the Village as soon as practical.

**ARTICLE XIII**

**EMPLOYEE WELLNESS AND FITNESS**

Section 13.1. Physical Fitness Requirements. Each employee's participation in any established and recognized departmental physical fitness program shall be on a mandatory basis. The Village retains the right to require that an employee take a fitness test, (not more than two (2) times per calendar year), and a medical examination at the Village's expense. Refusal to participate in the departmental fitness program or to take a fitness test or medical examination may be cause for discipline.

Any mandatory departmental physical fitness program will include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals, but may be taken into account in connection with evaluations and assignments. The foregoing shall not be construed to relieve an employee of his/her obligation to meet job-related physical fitness standards.

If the Village determines that an employee is not fit for duty after receiving the results of any of the above examinations/tests, the Village may initiate appropriate action pursuant to Illinois statute and/or rules and regulations issued by the Village of Winnetka Board of Fire and Police Commissioners.

Financial incentives shall be available for employees who take the fitness test at least twice in each calendar year and whose average score is at or above the fortieth percentile in accordance with the following schedule:

| <u>Standard</u>         | <u>Incentive Pay</u> |
|-------------------------|----------------------|
| Good (40% to 64%)       | \$100.00             |
| Excellent (65% to 89%)  | \$150.00             |
| Superior (90% or above) | \$200.00             |

For purposes of this Section, the phrase "at least twice in each calendar year" shall be interpreted to mean at least two (2) of the quarterly assessments in any calendar year.

## ARTICLE XIV

### WAGES AND OTHER PAY PRACTICES

Section 14.1. Wage Schedule. Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Attachment A.

Section 14.2. Retroactivity. All employees covered by this Agreement who are employed by the Village on the date this Agreement is executed shall receive retroactive pay from April 1, 2015 to the date of the signing of this Agreement, for all straight-time and overtime hours (inclusive of special details) worked from April 1, 2015 to the date of the signing of this Agreement. Overtime hours for the retroactive pay, beginning April 1, 2015, are to be calculated based upon each employee's actual overtime hours worked from April 1, 2015, to the execution date of this Agreement. This retroactive pay will not occasion any increase in fringe benefits payments by the Village for the retroactive period in question. Employees shall receive the retroactive paychecks within forty-five (45) days of the execution of this Agreement or as soon as is reasonably possible.

Section 14.3. Tuition Reimbursement. Subject to budgeted funds being made available in the Department's budget, the Village shall, upon prior request and approval, provide reimbursement for costs for tuition, course fees, and books for an employee taking courses in accredited programs in accredited institutions of higher education, subject to the following provisions:

1. The course shall be job related, or be a necessary credit towards a job related degree.
2. The employee must request the approval of the Chief of Police prior to August 1 for any courses to be taken in the following fiscal year, and the approximate dollar amount of the request. The Village agrees that the Chief of Police will respond to any timely request for reimbursement prior to December 1.
3. The course must be completed and the employee must receive a grade of at least:
  - (a) C in an alphabetical system;
  - (b) 70 out of 100 in a numeric system;
  - (c) Pass in pass/fail system.
4. The employee must still be actively employed at the time of completion of the course.
5. Tuition reimbursement shall not exceed the cost of tuition to take the same course or program at a public college or university.

6. The employee shall be reimbursed within a reasonable period of time after completing the approved course with the requisite grade.

7. If an employee voluntarily leaves the Village within two (2) years of the time of reimbursement the employee must pay back the Village for the reimbursement.

Section 14.4. Reimbursement for Expenses. When an employee of the Village is on Village business and shall be required to be outside the Village limits pursuant to said duty for training, pick-up and/or delivery of prisoners, or out-of-state travel on Village business, but excluding travel to court, said employee shall be reimbursed for expenses in the following manner:

(a) If an employee is required to use the employee's personal vehicle, the employee shall be allowed the rate per mile allowed by the Internal Revenue Service at such times;

(b) If an employee is required to utilize overnight lodging, the employee shall be eligible for reimbursement assuming such lodging has been approved by the Village in advance;

(c) The employee will be reimbursed up to the maximum amount per day for meals, as provided in applicable Internal Revenue Service regulations governing same.

An employee may request to be reimbursed on either a per diem basis or an actual expense basis, but only the Police Chief may authorize per diem reimbursement. Whichever reimbursement method is used, it must be used for the entire time period covering the reimbursement (e.g., an employee cannot be reimbursed on a per diem basis for Monday and Wednesday and on an actual expense basis for Tuesday and Thursday).

For per diem reimbursement, the Village adopts the IRS's high/low method. The Village will assume the low amount unless the employee establishes that the high amount is applicable. If the high amount is justified based on location, then that will be paid as the per diem (no receipts required).

The Village will always use the current published IRS per diem and mileage reimbursement amounts, rounding any reimbursement amounts with half-pennies up to the nearest whole penny.

The date of departure and date of arrival will be prorated as a half-day of reimbursement. The employee must justify an amount other than the current low cost amount.

In order for an employee to be eligible for reimbursement for expenses, including meals, mileage and lodging, on an actual expense basis, the employee shall provide the Village with written receipts for meals and lodging and an expense report for the mileage and said employee shall have received previous written approval from the Chief or the Chief's designee for incurring said expenses.

Regardless of the applicable reimbursement method, the reimbursable expenses shall be paid to the employee on the next scheduled warrant list, which is issued on a semi-monthly basis.

Section 14.5. Officer In Charge. When an officer is assigned to be in charge of a watch, said officer shall be paid \$45.00 per eight-hour shift. Affected officers shall receive said compensation on a pro rata basis for all hours so worked.

Section 14.6. Special Details. Employees interested in working special details will be required to have their name placed on any or all of the following three (3) special detail lists:

1. General Special Detail List.
2. Beach Patrol Detail List.
3. Bank Detail List.

All details will be worked on the officer's scheduled off-duty time. Officers shall be assigned to details using the following priorities:

1. Officers on appropriate lists;
2. Normal duty schedule and availability;
3. To the extent reasonably possible, equitable distribution of details.

The Department reserves the right to assign other officers whose names may not be on the special detail lists to special details in case of unusual circumstances; however, officers will not be obliged to work on their vacation days unless on a voluntary basis. With the permission of their supervisor, officers assigned to a special detail may, unless the order indicates otherwise, secure a substitute from the ranks of the Department to handle the assigned detail. It will remain the responsibility of the officer originally assigned to ensure that the detail is properly fulfilled. Details will be assigned at least seven (7) days in advance, except in the case of an emergency. Details assigned upon short notice (less than seven (7) days) will be on a voluntary basis except in the case of an emergency. Details will be paid at one and one-half (1 ½) times the officer's regular straight-time rate of pay. Details will be billed for a minimum of two (2) hours. In the event that a Village initiated extra duty detail is canceled by the Village and an officer does not receive notice of such cancellation at least two (2) hours prior to the designated start of such extra detail, such officer shall receive two (2) hours compensation at the officer's regular hourly rate of pay. Although the Village does not have control over the cancellation of a third party initiated detail, the Village will make a reasonable effort to notify an officer of such cancellation and will notify the third party that the failure to notify an officer at least two (2) hours prior to the designated start of such extra detail will obligate the third party to compensate the officer for a minimum of two (2) hours at the officer's regular hourly rate of pay.

Section 14.7. Firearms Incentive Pay. In order to be eligible for firearms incentive pay, an employee must be employed during the calendar year, and must participate in and pass the annual qualification test. Eligible employees will be paid a firearms incentive of \$125.00 on or

before December 5 of each year. If an eligible officer retires or is separated from employment prior to December 5, the incentive will be paid on the officer's final paycheck.

Section 14.8. Field Training Officer Pay. Effective the first pay period following the execution of this 2015-2018 Agreement, officers who serve in the capacity of a "Field Training Officer" shall receive one (1) hour of pay at their respective straight-time hourly rates of pay for each eight (8) hour day engaged in the active training of a recruit police officer and one and one-half hours pay at their respective straight-time hourly rates of pay for each twelve (12) hour day engaged in the active training of a recruit officer.

Section 14.9. Retirement Bonus. The parties agree that upon retirement, any officer retiring from the Village's Police Department during the term of this Agreement who has the minimum number of years of service as set forth below will receive the following retirement bonus:

| <u>Years of Service</u> | <u>Retirement Bonus</u>         |
|-------------------------|---------------------------------|
| 25 year or more         | 1 month's regular salary        |
| 20-24 years             | 75% of 1 month's regular salary |
| 15-19 years             | 50% of 1 month's regular salary |

## ARTICLE XV

### UNIFORMS AND EQUIPMENT

Section 15.1. Uniforms and Equipment. Effective January 1, 2017, the Village agrees to provide each Officer with a uniform allowance each fiscal year (January 1 - December 31) in the amount of \$790.00 if the Officer has been employed for at least one (1) year as of the beginning of the fiscal year. Effective January 1, 2017, the Village agrees to provide each Officer assigned to the position of Investigator with a uniform allowance each fiscal year (January 1 – December 31) in the amount of \$950. The applicable uniform allowance shall be included on the January paycheck received by the officers.

A new Officer hired between January 1st and June 30th shall be eligible for 50% of the uniform allowance as of January 1 of the following fiscal year. A new Officer hired between July 1st and December 31st will not be eligible for a uniform allowance for the following fiscal year.

A list of approved equipment and uniform items shall be posted for the Chapter by the Chief of Police or his designee on an annual basis.

Each officer covered by this Agreement acknowledges receipt of the full and complete initial issue of the required uniform for the Winnetka Police Department. If the Village requires a change in the design, color or substance of the uniform (which change of design, color or substance shall be in the sole discretion of the Village), the Village will provide an initial issue to each officer covered by this Agreement without charge or deduction from the annual uniform allowance. Employees are responsible for cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

Section 15.2. Equipment Turn In. Employees must return all uniforms and equipment to the Village upon request and in any event upon termination.

Section 15.3. Safe Equipment. It shall be the responsibility of the Village to provide safe equipment for the employees. Any concerns regarding safe equipment brought to the attention of the Chief or the Chief's designee by the Association shall be investigated and if warranted, rectified as considered appropriate by the Village.

**ARTICLE XVI**

**INSURANCE**

Section 16.1. Coverage. The Village shall provide medical insurance, life insurance and dental insurance coverage and benefits for employees and their dependents as set forth herein. Notwithstanding the foregoing, the Village retains the right to change insurance carriers, to self-insure or to adopt a Health Maintenance Organization ("HMO") or PPO plan for the provision of life insurance, medical benefits, or dental benefits result in substantially similar coverage and benefits. In addition, the Village retains the right to change provisions in its health and dental insurance program, provided the new coverage and benefits are substantially similar to the coverage and benefits that were in effect on January 1, 2015.

Section 16.2. Medical Insurance. The Village shall provide medical insurance coverage for employees commencing the first day of the calendar month following the employee's completion of thirty (30) days of service as a peace officer in rank. The effective dates and the percentage of the premium that employees will pay monthly toward the cost of such insurance shall be as follows:

| <b>EFFECTIVE THROUGH 12/31/18</b> | <b>SINGLE</b> | <b>SINGLE PLUS 1</b> | <b>FAMILY COVERAGE</b> |
|-----------------------------------|---------------|----------------------|------------------------|
|                                   | 11%           | 11%                  | 12%                    |

The contributions as provided for above shall be made by means of a payroll deduction and the Village will pay the remainder of the cost, provided that a contribution of the same amount or more is mandated for all unrepresented Village employees.

During the term of the Agreement, the following changes to the Village's PPO plan will be implemented on or after the effective dates specified below:

**IN NETWORK**

| <b>ITEM</b>                      | <b>EFFECTIVE THROUGH 12/31/18</b> |
|----------------------------------|-----------------------------------|
| Individual Out of Pocket Maximum | \$1,500                           |
| Family Out of Pocket Maximum     | \$2,000                           |
| Individual Deductible            | \$400                             |
| Family Deductible                | \$1,200                           |
| Co-Insurance after Deductible    | 90%                               |

### OUT OF NETWORK

| ITEM                                | EFFECTIVE THROUGH<br>12/31/18 |
|-------------------------------------|-------------------------------|
| Individual Out of Pocket<br>Maximum | \$3,750                       |
| Family Out of Pocket Maximum        | \$7,500                       |
| Individual Deductible               | \$950                         |
| Family Deductible                   | \$2,750                       |
| Co-Insurance after Deductible       | 70%                           |

### PRESCRIPTION CO-PAYS—IN PHARMACY PURCHASES

| ITEM                          | EFFECTIVE THROUGH<br>12/31/18 |
|-------------------------------|-------------------------------|
| Generic                       | \$12.50                       |
| Brand if no generic available | \$25.00                       |
| Brand if generic IS available | \$45.00                       |

### PRESCRIPTION CO-PAYS—MAIL ORDER

| ITEM                             | EFFECTIVE THROUGH 12/31/18 |
|----------------------------------|----------------------------|
| Generic                          | \$25.00                    |
| Brand if no generic<br>available | \$50.00                    |
| Brand if generic IS<br>available | \$90.00                    |

There will be no further increases in the deductibles, out-of-pocket maximums and prescription co-pays for the duration of this 2015-2018 Agreement.

The contributions as provided for above shall be made by means of a payroll deduction and the Village will pay the remainder of the cost, provided that a contribution of the same amount or more is mandated for all unrepresented Village employees.

During the term of this 2015-2018 Agreement, the Village will pay into each bargaining employee's Health Reimbursement Account ("HRA") the following annual amounts to be used to reimburse the employee for eligible health care expenses, the parties acknowledge that the elimination of this payment was in lieu of any increases to premium contribution and maintaining the levels of co-pays and deductibles:

| CALENDAR YEAR | AMOUNT DEPOSITED<br>IN EMPLOYEE'S HRA |
|---------------|---------------------------------------|
| 2015          | \$500                                 |
| 2016          | \$300                                 |
| 2017          | \$100                                 |
| 2018          | \$0                                   |

Section 16.3. High Deductible Health Insurance Plan. The Village will be offering to all Village employees, on a voluntary basis, the opportunity to participate in a high deductible health insurance plan, the details of which are still being worked out. If the Village introduces a High Deductible Health Insurance Plan, it will contribute at least \$500 annually to a Health Savings Account to help defer employees' plan costs.

Section 16.4. Life Insurance. The Village shall supply employees with term life insurance commencing the first day of the calendar month following the employee's completion of thirty (30) days of service as a peace officer in an amount equivalent to the employee's annual base salary. The Village shall offer each employee covered by this Agreement, upon that employee's retirement, the option of converting his term life insurance policy to a whole life insurance policy, with the employee paying all subsequent premiums for said insurance policy.

Section 16.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor

shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

Section 16.6. Retiree Medical Insurance Benefits. Retired persons will be allowed at their own cost (retiree pays 100%) to continue to participate in the Village's single and dependent coverage group medical plan (regular plan under age 65 and Medicare supplement if age 65 or older) in accordance with the terms of the plan if the retiree had a minimum of twenty (20) years of continuous service with the Village and was eligible to receive or had a vested right to a pension from the Village at the time of termination of employment with the Village. This retiree benefit is not intended to be treated as a vested benefit and is subject to modification or termination upon expiration of the Agreement.

Section 16.7. Flex Plan. The Village will offer employees, under the same terms and conditions that are offered from time to time to other Village employees, the opportunity to participate in the Village Section 125 Flex Plan. The Village will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.

Section 16.8. Establishment of VEBA Plan. If MAP notifies the Village in writing that the bargaining unit wants to be covered by a VEBA Plan, the Village will work cooperatively with MAP to establish a VEBA plan, the terms of which are to be mutually agreed upon, at no cost to the Village.

## ARTICLE XVII

### OUTSIDE EMPLOYMENT

Section 17.1. Outside Employment. The Chief of Police may restrict off-duty employment in the best interests of Department operations. Employees may be allowed to engage in off-duty employment up to a maximum of twenty (20) hours per week subject to the prior written approval of the Chief of Police or the Chief's designee, and such requirements as may be set forth by general order or rules and regulations. Prior written approval of the Chief of Police shall not be arbitrarily denied.

## ARTICLE XVIII

### STATUTORY RIGHTS

Section 18.1. Bill of Rights. The Village agrees to abide by the lawful requirements of the "Uniform Police Officer's Disciplinary Act", 50 ILCS 725/1-725/7 as amended.

Section 18.2. Personnel Files. The Village agrees to abide by the lawful requirements of the "Personnel Records Review Act", 820 ILCS 40/1-40/13 as amended.

Section 18.3. Non-Discrimination. The Village and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap and union activities or non-union activities.

Section 18.4. Access to Grievance Procedure. The parties agree that an alleged violation of any of the above Sections of this Article may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the Village and the Association.

## ARTICLE XIX

### DISCIPLINE

Section 19.1. Just Cause. No employee shall be suspended or discharged except for just cause, with the exception that probationary employees may be suspended or discharged with or without cause.

Section 19.2. Union Representation. When requested by an employee, the employee shall be entitled to the presence of a Union representative at an interview or interrogation (including a "fact-finding" interview) if the employee reasonably believes that such questioning may lead to discipline, provided that such bargaining unit employee is not also subject to the same investigation and/or is a witness to the matter being investigated. For purposes of this Section, "Union representative" means any non-probationary member of the bargaining unit. The presence of a Union representative shall not interfere with the Village's questioning or with the employee's obligation to respond to questions relevant to the matter being investigated.

## ARTICLE XX

### INVESTIGATORS

Section 20.1. Investigators. The Department reserves the right to select officers to work as investigators in the investigation unit. The Department, in order to encourage fairness in the professional growth of employees, agrees to adopt a personnel policy which shall set forth factors to be considered in selecting employees as investigators. A list of qualified employees shall be compiled by the Department. The following shall be considered in compiling an eligibility list:

1. The officer should have at least five (5) years of patrol experience.
2. The officer should have above average evaluations.
3. The officer should be actively involved in a specialized area (e.g., ET, FTO, etc.).

Investigators should be assigned, subject to Department needs, and continued satisfactory performance, to a term specified by the Chief of Police. Generally, such term shall not exceed five (5) years at a time if other qualified employees are available, except in emergency situations. Investigators shall receive an annual stipend of \$800 per fiscal year (pro rata if assigned for less than a fiscal year).

## ARTICLE XXI

### FIRE AND POLICE COMMISSION

Section 21.1. Fire and Police Commission. The parties recognize that the Village of Winnetka Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce rules and regulations and impose disciplinary sanctions. Nothing in this Agreement is intended in any way to replace or diminish any such authority.

## ARTICLE XXII

### MISCELLANEOUS PROVISIONS

Section 22.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Association Chapter and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 22.2. Gender. Wherever the male gender or female gender is used in this Agreement, it shall be considered to include both males and females equally.

Section 22.3. Light Duty. An employee who has been on an authorized medical leave due to an injury or illness may upon a light duty release from the employee's physician, and upon presentation of said release to the Chief, return to a light duty assignment within the Police Department if such light duty assignment exists. Said assignment shall be as directed by the Chief and may result in reassignment of other bargaining unit employees. The parties understand that light duty refers to a temporary assignment anticipated to be six (6) months or less and that it is not the intent that said light duty is to be of a permanent or "make work" nature. If more than one (1) officer seeks a light duty assignment at the same time, the officer who is first able to return to work on light duty will be given priority. There shall be no pyramiding of benefits of light duty assignments with workers' compensation or other disability benefits.

Section 22.4. No Solicitation. While the Village acknowledges that the Chapter may be conducting solicitation of Winnetka merchants, residents or citizens, the Chapter agrees that none of its officers, agents or members will solicit any person or entity for contributions on behalf of the Winnetka Police Department or the Village.

The Chapter agrees that the Village name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time. Neither the Chapter nor the Metropolitan Alliance of Police may use the words "Winnetka Police" in its name or describe itself as "Winnetka Police Chapter 54."

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Chapter or the Metropolitan Alliance of Police directed to the general public, nor shall it limit the Village's right to make public comments concerning solicitation.

Section 22.5. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the Village has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

Section 22.6. Drug and Alcohol Testing. The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing within 48 hours of when the test is administered. If the written basis is not provided prior to the actual test, a verbal

statement of the basis will be provided prior to administering the test. In addition, effective January 1, 2004, the Village may conduct random drug and alcohol testing up to two times per calendar year. The total number of random tests each time shall not exceed 25% of the total number of sworn employees in the Winnetka Police Department. If the Village exercises its right to conduct such random tests, the group from which employees will be selected randomly will include all sworn employees in the rank of police officer and above. The selection of employees to be randomly tested shall be provided by the outside contractor that the Village uses to randomly select the employees who are to be tested.

Unless specifically provided otherwise in this Section 22.6, the testing procedure shall be in accordance with Section 5 of the Village of Winnetka Employment and Safety Policy and Regulations for Employees Holding Commercial Drivers' Licenses.

The results of any positive tests shall be made available to the Chief of Police. If an employee tests positive for the use of a proscribed drug (i.e., an illegal drug, contraband), the Chief of Police can take such action as the Chief of Police in his discretion deems appropriate. The first time an employee tests positive for substance abuse involving something other than a proscribed drug, the employee shall be required to enter and successfully complete the Village's Employee Assistance Program ("EAP") during which time the employee may be required to submit to random testing with the understanding that if the employee again tests positive, the Chief of Police can take such action as the Chief of Police in his discretion deems appropriate. Notwithstanding the foregoing, the Chief of Police retains the right to take such action as the Chief of Police in his discretion deems appropriate if an employee consumes alcohol while on duty.

The illegal use, sale or possession of proscribed drugs at any time while employed by the Village, abuse of proscribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, may be the cause for discipline, up to and including termination, subject to the affected officer's rights before the Board of Fire and Police Commissioners, pursuant to State Law. While such disciplinary issues shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, all other issues relating to the testing process (e.g., whether there is reasonable suspicion for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.), may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 22.7. Voluntary Request for Assistance. Employees with a drug and/or alcohol related problem are encouraged to seek assistance for their problem through the Village's Employee Assistance Program. The Village shall take no adverse employment or disciplinary action against any employee because the employee seeks treatment, counseling, or other help for a drug and/or alcohol related problem or because of information disclosed by the employee concerning drug or alcohol use during such treatment or counseling. The preceding sentence applies only where the request by the employee for treatment, counseling, or other help is made by the employee before being required to submit to drug or alcohol testing unless the results of such test are negative.

Any employee who tests positive for an illegal drug or for alcohol pursuant to reasonable suspicion or random testing while enrolled in the Employee Assistance Program shall nevertheless be subject to discipline the same as any other employee who tests positive for an illegal drug or for alcohol pursuant to reasonable suspicion or random testing. The costs of any treatment or counseling under the Employee Assistance Program shall be covered by the Village insurance plan to the extent permitted under the terms of the plan. Information regarding employees' requests for assistance or regarding their participation in the Employee Assistance Program shall be held confidential in accordance with the confidentiality requirements of the Program. Enrollment in the Employee Assistance Program will not protect an employee from discipline if, prior to applying for the Program, the employee is under investigation for illegal drug use or for abuse of alcohol or is aware that such an investigation is imminent.

Section 22.8. Vehicle Locator Equipment. The Village agrees that for the term of the parties' 2015-2018 collective bargaining agreement, information and/or data obtained from the automatic vehicle locator equipment (i.e., GPS equipment) will not be the sole basis for taking any disciplinary action against an employee.

## ARTICLE XXIII

### LABOR-MANAGEMENT COMMITTEE

Section 23.1. Labor Management Committee. At the request of either party, the designated Chapter representatives and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The designated Chapter Representative may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

## ARTICLE XXIV

### SAVINGS CLAUSE

Section 24.1. Savings Clause. In the event any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the Village and the Association Chapter agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

## ARTICLE XXV

### ENTIRE AGREEMENT

Section 25.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Association Chapter specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

**ARTICLE XXVI**

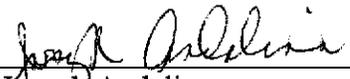
**TERMINATION**

Section 26.1. Termination in 2018. This Agreement shall be effective as of April 1, 2015, and shall remain in full force and effect until midnight December 31, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least seventy (70) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin no later than sixty (60) days prior to the anniversary date. Notwithstanding any provision in this Article or Agreement to the contrary, this Agreement shall remain in full effect after expiration date and until a new agreement.

Executed this 25<sup>th</sup> day of Feb 2016.

METROPOLITAN ALLIANCE OF POLICE  
WINNETKA POLICE CHAPTER #54

THE VILLAGE OF WINNETKA  
ILLINOIS

By:   
Joseph Andalina  
President, M.A.P.

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

  
Patrick Cullen  
President, M.A.P. Police  
Chapter #54

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

**ATTACHMENT A**

**WAGE SCHEDULE FOR EMPLOYEES EMPLOYED BEFORE APRIL 1, 2012**

Employees employed by the Village of Winnetka before April 1, 2012, shall be compensated at a minimum in accordance with the following step schedules if they have been employed by the Village as a police officer in rank for the minimum number of years set forth in such schedules. All wages are retroactive to April 1, 2015.

|                     | <b>Current</b> | <b>eff 4/1/15</b> | <b>eff 1/1/16</b> | <b>eff 1/1/17</b> | <b>eff 1/1/18</b> |
|---------------------|----------------|-------------------|-------------------|-------------------|-------------------|
|                     |                | 1.75%             | 2.50%             | 2.50%             | 2.75%             |
| <b>A – Start</b>    | \$ 63,683      | \$ 64,797         | \$ 66,417         | \$ 68,078         | \$ 69,950         |
| <b>B - 1 year</b>   | \$ 74,053      | \$ 75,349         | \$ 77,233         | \$ 79,163         | \$ 81,340         |
| <b>C - 2 years</b>  | \$ 78,789      | \$ 80,168         | \$ 82,172         | \$ 84,226         | \$ 86,543         |
| <b>D - 3 years</b>  | \$ 82,989      | \$ 84,441         | \$ 86,552         | \$ 88,716         | \$ 91,156         |
| <b>E - 4 years</b>  | \$ 87,165      | \$ 88,690         | \$ 90,908         | \$ 93,180         | \$ 95,743         |
| <b>F – 10 years</b> | \$ 89,689      | \$ 91,259         | \$ 93,540         | \$ 95,879         | \$ 98,515         |

**WAGE SCHEDULE FOR EMPLOYEES EMPLOYED ON OR AFTER APRIL 1, 2012**

Employees employed by the Village of Winnetka on or after April 1, 2012, shall be compensated at a minimum in accordance with the following step schedules if they have been employed by the Village as a police officer in rank for the minimum number of years set forth in such schedules.

|                     | <b>Current</b> | <b>eff 4/1/15</b> | <b>eff 1/1/16</b> | <b>eff 1/1/17</b> | <b>eff 1/1/18</b> |
|---------------------|----------------|-------------------|-------------------|-------------------|-------------------|
|                     |                | 1.75%             | 2.50%             | 2.50%             | 2.75%             |
| <b>A – Start</b>    | \$ 63,683      | \$ 64,797         | \$ 66,417         | \$ 68,078         | \$ 69,950         |
| <b>B - 1 year</b>   | \$ 67,399      | \$ 68,578         | \$ 70,293         | \$ 72,050         | \$ 74,032         |
| <b>C - 2 years</b>  | \$ 69,367      | \$ 70,581         | \$ 72,345         | \$ 74,154         | \$ 76,193         |
| <b>D - 3 years</b>  | \$ 74,827      | \$ 76,136         | \$ 78,040         | \$ 79,991         | \$ 82,191         |
| <b>E - 4 years</b>  | \$ 78,541      | \$ 79,915         | \$ 81,913         | \$ 83,961         | \$ 86,270         |
| <b>F - 6 years</b>  | \$ 82,257      | \$ 83,696         | \$ 85,789         | \$ 87,934         | \$ 90,352         |
| <b>G - 8 years</b>  | \$ 85,971      | \$ 87,475         | \$ 89,662         | \$ 91,904         | \$ 94,431         |
| <b>H - 10 years</b> | \$ 89,689      | \$ 91,259         | \$ 93,540         | \$ 95,879         | \$ 98,515         |



## Agenda Item Executive Summary

**Title:** Resolution No. R-12-2016: Amendment to Rules Regarding Public Comment (Adoption)

**Presenter:** Peter M. Friedman, Village Attorney

**Agenda Date:** 03/17/2016

**Consent:**  YES  NO

Ordinance  
 Resolution  
 Bid Authorization/Award  
 Policy Direction  
 Informational Only

### Item History:

None.

### Executive Summary:

Section 2.06(g) of the Illinois Open Meetings Act, 5 ILCS 120/2.06(g), provides that "any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body."

The Office of the Public Access Counselor of the Illinois Attorney General has opined that Section 2.06(g) requires all public bodies to officially adopt written rules regarding public comment. The Village Council's Rules of Order and Procedure include rules regarding public comment, but some of the Village's other public bodies have not adopted such rules.

Resolution No. R-12-2016 would approve and adopt amended Rules of Order and Procedure. The amended Rules of Order and Procedure include updated rules regarding public comment. The amended Rules of Order and Procedure also provide that the updated rules regarding public comment apply to all public bodies of the Village, unless another public body adopts more specific rules.

### Recommendation:

Adopt Resolution No. R-2-2016.

### Attachments:

- Agenda Report
- Resolution No. R-12-2016
- Amended Rules of Order and Procedure (red line)

## AGENDA REPORT

**SUBJECT:**               **Resolution R-12-2016: Amendment to Rules of Order and Procedure Regarding Public Comment at Open Meetings**

**PREPARED BY:**       Peter M. Friedman, Village Attorney

**DATE:**                 March 10, 2016

Section 2.06(g) of the Illinois Open Meetings Act, 5 ILCS 120/2.06(g), provides that "any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body." To comply with this requirement, most public bodies, including the Village Council, devote a portion of each meeting agenda to "public comment." Some public bodies, including the Village, also permit members of the public to speak during consideration of individual agenda items.

The Office of the Public Access Counselor ("**PAC**") of the Illinois Attorney General is responsible for interpreting and enforcing the Open Meetings Act. The PAC has opined that Section 2.06(g) of the Open Meetings Act requires all public bodies to adopt written rules regarding public comment, as opposed to establishing rules less formally. We disagree that Section 2.06(g) imposes an obligation on public bodies to formally adopt written rules relating to public comment so long as the public body, in fact, provides reasonable public comment opportunities. Nevertheless, in light of the PAC's rulings on this issue, we counsel that having such rules can be helpful in the administration of open meetings and in the event of any dispute.

The Council's existing "Rules of Order and Procedure" were adopted on June 16, 2009, pursuant to Resolution No. R-28-2009. These Rules include several good provisions regarding public comment. These Rules apply only to meetings of the Council. The public comment obligations of the Open Meetings Act apply to all public bodies, which include all of the Village's lower boards and commissions, some of which have not officially adopted their own set of public comment rules.

In light of all of this, we have prepared and recommend to the Council adoption of Resolution No. R-12-2016. This Resolution would approve and adopt amended Rules of Order and Procedure. The amended Rules include updated rules regarding public comment. Additionally, the amended Rules provide that the rules regarding public comment will apply to all public bodies of the Village (not solely the Village Council) unless the other public body adopts more specific rules.

### **Budget Information**

Resolution No. R-12-2016 will not affect the Village's budget.

### **Recommendation:**

Adopt Resolution No. R-12-2016.

**Attachments:**

1. Resolution No. R-12-2016
2. Amended Rules of Order and Procedure (red line)

**RESOLUTION NO. R-12-2016**

**A RESOLUTION  
AMENDING THE RULES OF ORDER AND PROCEDURE  
REGARDING PUBLIC COMMENT**

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

**WHEREAS**, on June 16, 2009, the Council of the Village of Winnetka (“*Village Council*”) adopted Resolution No. R-28-2009, adopting the “Rules of Order and Procedure of the Council of the Village of Winnetka, Illinois” (“*Rules*”); and

**WHEREAS**, the Village Council desires to amend the Rules regarding public comment at meetings of the Village Council and other public bodies of the Village; and

**WHEREAS**, the Village Council has determined that it is in the best interest of the Village to amend the Rules in accordance with this Resolution;

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

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

**SECTION 2: AMENDMENT TO THE RULES.** Pursuant to Section 2.04.050.A of the Winnetka Village Code, the Village Council approves and adopts the amended Rules attached to this Resolution as **Exhibit A**. Any prior version of the Rules that conflicts or is in any way inconsistent with Exhibit A is hereby repealed and of no further force and effect.

**SECTION 3: EFFECTIVE DATE.** This Resolution will be in full force and effect from and after its passage and approval in accordance with law.

[SIGNATURE PAGE FOLLOWS]

**ADOPTED** this 17th day of March, 2016, pursuant to the following roll call vote:

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

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

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

Signed:

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

Countersigned:

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

**EXHIBIT A**

**RULES OF ORDER AND PROCEDURE**

**OF THE**

**COUNCIL OF THE VILLAGE OF WINNETKA, ILLINOIS**

The following rules of order and procedure shall govern the meetings and deliberations of the Village Council (and all public bodies in the Village with regard to public comment and participation as provided in Rules 11-13):

**Rule 1      General rules**

- 1.1            These rules of order and procedure shall at all times be subject to all applicable statutes, the Village Charter and the Village Code. In the event of a conflict between these rules of order and procedure and any applicable statute or any applicable provision of the Village Charter or Village Code, such statutory, Charter or Code provision shall govern.
- 1.2            These rules of order and procedure are intended to ensure that the following goals are achieved:
  - 1.2.1            that the public is fully informed of all actions taken by the Village Council;
  - 1.2.2            that the Village Council's deliberations and decision-making are fair and open;
  - 1.2.3            that members of the Village Council remain accessible to the citizens of the Village and receive their opinions and concerns with respect;
  - 1.2.4            that those who speak at Village Council meetings respect the time, opinions and rights of others; and
  - 1.2.5            that order is maintained at all meetings of the Village Council.

**Rule 2      Agenda**

- 2.1            The agenda for each meeting shall be prepared by the Village Manager, subject to the review and approval of the Village President. Upon receipt by the Village Manager of a written request by three Village Trustees for inclusion of an item on the agenda, that item shall be included on the agenda of one of the next three Village board meetings.
- 2.2            Each agenda shall contain all items the Council anticipates acting upon at the meeting.

- 2.3 The Village Manager shall compile all agenda materials into a packet for distribution to the Council.
- 2.4 The agenda for every regular or special meeting and every regular or special study session of the Council will be posted at Village Hall and on the Village's web site at the earliest opportunity, but no later than 48 hours before the meeting.
- 2.5 No study session agenda shall be amended within 48 hours before the scheduled meeting.
- 2.6 A copy of the complete packet of agenda materials shall also be made available for review by the public at the office of the Village Manager on the second floor of Village Hall, at the Reference Desk of the Winnetka Public Library and on the Village's web site, at [www.villageofwinnetka.org](http://www.villageofwinnetka.org) (click "*Meetings and Agendas*").
- 2.7 Any citizen may request that a matter be placed on the agenda, subject to the following conditions:
  - 2.7.1 The request shall be made in writing
  - 2.7.2 The request shall be filed with the Village Manager prior to noon on the Wednesday preceding a Regular Council meeting.
  - 2.7.3 The written request must state the general nature of the matter.
  - 2.7.4 The request must include any supporting materials the requesting party wishes to be distributed to the Council.
  - 2.7.5 The Village President, in the exercise of his or her discretion, may grant or deny the request, or may set the matter on the agenda of a meeting to be held on a date other than the one requested.

Rule 3 Consent Agenda

- 3.1 The order of business for any meeting of the Council may provide for the Council to take a single vote (omnibus vote) by "ayes" and "nays" on any two or more orders, ordinances, resolutions, proclamations or motions that have been placed together in a single group on the agenda for voting purposes, under the designation of "Consent Agenda."
- 3.2 The following matters may be included in the consent agenda:
  - 3.2.1 Approval of minutes
  - 3.2.2 Adoption of ordinances that have not been amended since introduction
  - 3.2.3 Resolutions (other than the annual budget resolution)
  - 3.2.4 Approval of warrant lists
  - 3.2.5 Bid awards
  - 3.2.6 Contract approvals

- 3.3 The Village President may designate any other matters on the regular published agenda which, in his or her opinion, are routine and should be taken up for approval without discussion in the consent agenda.
- 3.4 The Village Manager shall list all matters eligible for the consent agenda in the regular published agenda.
- 3.5 Any Council member may request that a matter not be included in the consent agenda, in which case the remaining items will be acted on as a whole and the removed item(s) will be taken up for separate discussion and action in the ordinary course of business.
- 3.6 The final form of the consent agenda shall be approved by a motion of the Council taken at the beginning of each meeting. The unanimous consent of the Council members in attendance shall be required for approval of the consent agenda.
- 3.7 The ayes and nays on the consent agenda matters shall be entered in the minutes as the ayes and nays for each order, ordinance, resolution, proclamation or motion included in the roll call on the consent agenda. The question of the passage or failure of each order, ordinance, resolution, proclamation or motion on the consent agenda shall be determined individually by the number of affirmative votes cast.

Rule 4 The order of business at all regular meetings of the Village Council shall be as follows:

- 4.1 Call to order
- 4.2 Pledge of Allegiance to the Flag
- 4.3 Roll call and declaration of quorum
- 4.4 Quorum check for upcoming meetings
- 4.5 Approval of Agenda
- 4.6 Consent Agenda
- 4.7 Council Minutes
- 4.8 Ordinances and Resolutions
- 4.9 Public comment and questions
- 4.10 Old business
- 4.11 New business
- 4.12 Appointments
- 4.13 Reports
- 4.14 Closed session (as permitted by the Open Meetings Act)
- 4.15 Adjournment.

- Rule 5 At the beginning of the meeting, the Village President may advance any item of business because of the presence of interested members of the public, the relative importance of the item or other similar considerations, provided that a majority of the Trustees present may require that the matter remain in the order stated on the agenda. A motion to maintain the regular order of business shall be non-debatable.
- Rule 6 The Village President may designate the maximum amount of time which may be devoted to the debate on any matter of business appearing on the regular or supplemental published agenda.
- Rule 7 The Village President shall decide all questions of order, and in all cases where these rules are not applicable, the Council shall be governed by parliamentary law as set forth in Robert's Rules of Order, as revised.
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  - 13.7.1 Unless an exception is granted by the Village President, each person will be allowed up to three (3) minutes to speak.
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  - 13.7.3 Subject to Rule 13.7.2, the Village President will determine, in his or her discretion, whether to permit speakers to speak a second time at the same meeting and the amount of time each person may speak during a second public comment.
  - 13.7.4 The Village President may, in his or her discretion, end all public comment.
- 13.8 No person may be discourteous, belligerent, impertinent, threatening, disparaging, or otherwise uncivil. No person shall interrupt the proceedings of the Council or cause any other form of disturbance or disruption. The Village President may limit the comments of any person who engages in this conduct. No person may continue to speak after the Village President has taken the floor from that person.
- 13.9 The Village President may interrupt a speaker to enforce the rules and procedures set forth in this Rule 13 or other applicable rules.
- 13.10 Any person who violates the rules and procedures set forth in this Rule 13 may be evicted from the premises of the meeting at the order of the Village President or a majority of the Council, or be subject to other action deemed necessary by the Council.
- 13.11 Rules 11-13 concerning public comment and participation apply to all public bodies in the Village unless a public body adopts, or has adopted, more specific rules and procedures that provide additional opportunities for public comment and participation, in which case the more specific rules and procedures control. When Rules 11-13 are applied to a public body other than the Village Council, references to the Council and the Village President will be deemed to be references to the public body and its chair, respectively.

- Rule 14 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, (Telephone (847) 716-3543; T.D.D. (847) 501-6041).
- Rule 15 These rules, with the exception of Rule 8 (required roll call votes), Rule 9 (reconsideration) and Rule 14 (accessibility) may be suspended when no objection is made or when a majority of the Council vote to suspend them.

**RULES OF ORDER AND PROCEDURE**  
**OF THE**  
**COUNCIL OF THE VILLAGE OF WINNETKA, ILLINOIS**

The following rules of order and procedure shall govern the meetings and deliberations of the Village Council (and all public bodies in the Village with regard to public comment and participation as provided in Rules 11-13):

Rule 1      General rules

- 1.1            These rules of order and procedure shall at all times be subject to all applicable statutes, the Village Charter and the Village Code. In the event of a conflict between these rules of order and procedure and any applicable statute or any applicable provision of the Village Charter or Village Code, such statutory, Charter or Code provision shall govern.
  
- 1.2            These rules of order and procedure are intended to ensure that the following goals are achieved:
  - 1.2.1            that the public is fully informed of all actions taken by the Village Council;
  - 1.2.2            that the Village Council's deliberations and decision-making are fair and open;
  - 1.2.3            that members of the Village Council remain accessible to the citizens of the Village and receive their opinions and concerns with respect;
  - 1.2.4            that those who speak at Village Council meetings respect the time, opinions and rights of others; and
  - 1.2.5            that order is maintained at all meetings of the Village Council.

Rule 2      Agenda

- 2.1            The agenda for each meeting shall be prepared by the Village Manager, subject to the review and approval of the Village President. Upon receipt by the Village Manager of a written request by three Village Trustees for inclusion of an item on the agenda, that item shall be included on the agenda of one of the next three Village board meetings.

- 2.2 Each agenda shall contain all items the Council anticipates acting upon at the meeting.
- 2.3 The Village Manager shall compile all agenda materials into a packet for distribution to the Council.
- 2.4 The agenda for every regular or special meeting and every regular or special study session of the Council will be posted at Village Hall and on the Village's web site at the earliest opportunity, but no later than 48 hours before the meeting.
- 2.5 No study session agenda shall be amended within 48 hours before the scheduled meeting.
- 2.6 A copy of the complete packet of agenda materials shall also be made available for review by the public at the office of the Village Manager on the second floor of Village Hall, at the Reference Desk of the Winnetka Public Library and on the Village's web site, at [www.villageofwinnetka.org](http://www.villageofwinnetka.org) (*click "Meetings and Agendas"*).
- 2.7 Any citizen may request that a matter be placed on the agenda, subject to the following conditions:
  - 2.7.1 The request shall be made in writing
  - 2.7.2 The request shall be filed with the Village Manager prior to noon on the Wednesday preceding a Regular Council meeting.
  - 2.7.3 The written request must state the general nature of the matter.
  - 2.7.4 The request must include any supporting materials the requesting party wishes to be distributed to the Council.
  - 2.7.5 The Village President, in the exercise of his or her discretion, may grant or deny the request, or may set the matter on the agenda of a meeting to be held on a date other than the one requested.

Rule 3 Consent Agenda

- 3.1 The order of business for any meeting of the Council may provide for the Council to take a single vote (omnibus vote) by "ayes" and "nays" on any two or more orders, ordinances, resolutions, proclamations or motions that have been placed together in a single group on the agenda for voting purposes, under the designation of "Consent Agenda."
- 3.2 The following matters may be included in the consent agenda:

- 3.2.1 Approval of minutes
- 3.2.2 Adoption of ordinances that have not been amended since introduction
- 3.2.3 Resolutions (other than the annual budget resolution)
- 3.2.4 Approval of warrant lists
- 3.2.5 Bid awards
- 3.2.6 Contract approvals
- 3.3 The Village President may designate any other matters on the regular published agenda which, in his or her opinion, are routine and should be taken up for approval without discussion in the consent agenda.
- 3.4 The Village Manager shall list all matters eligible for the consent agenda in the regular published agenda.
- 3.5 Any Council member may request that a matter not be included in the consent agenda, in which case the remaining items will be acted on as a whole and the removed item(s) will be taken up for separate discussion and action in the ordinary course of business.
- 3.6 The final form of the consent agenda shall be approved by a motion of the Council taken at the beginning of each meeting. The unanimous consent of the Council members in attendance shall be required for approval of the consent agenda.
- 3.7 The ayes and nays on the consent agenda matters shall be entered in the minutes as the ayes and nays for each order, ordinance, resolution, proclamation or motion included in the roll call on the consent agenda. The question of the passage or failure of each order, ordinance, resolution, proclamation or motion on the consent agenda shall be determined individually by the number of affirmative votes cast.

Rule 4 The order of business at all regular meetings of the Village Council shall be as follows:

- 4.1 Call to order
- 4.2 Pledge of Allegiance to the Flag
- 4.3 Roll call and declaration of quorum
- 4.4 Quorum check for upcoming meetings

- 4.5 Approval of Agenda
- 4.6 Consent Agenda
- 4.7 Council Minutes
- 4.8 Ordinances and Resolutions
- 4.9 Public comment and questions
- 4.10 Old business
- 4.11 New business
- 4.12 Appointments
- 4.13 Reports
- 4.14 ~~Executive~~Closed session (as permitted by the Open Meetings Act)
- 4.15 Adjournment.

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13.7.2 ~~The Village President will determine whether second public comments will be permitted, and if so, the appropriate amount of time for public comment, and will close off public comment at his/her discretion.~~13.7.3 ~~Members of the public will not~~No person will be allowed to speak a second time at the same meeting until all ~~members of the audience~~people who wish to speak have been allowed to do so.

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Document comparison by Workshare Compare on Wednesday, March 09, 2016  
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| Document 1 ID | interwovenSite://HKDMS/Active/39735659/1                |
| Description   | #39735659v1<Active> - Village of Winnetka Council Rules |
| Document 2 ID | interwovenSite://HKDMS/Active/39735659/3                |
| Description   | #39735659v3<Active> - Village of Winnetka Council Rules |
| Rendering set | Standard  |

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| <a href="#">Insertion</a> |  |
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| Insertions     | 22    |
| Deletions      | 13    |
| Moved from     | 1     |
| Moved to       | 1     |
| Style change   | 0     |
| Format changed | 0     |
| Total changes  | 37    |



## Agenda Item Executive Summary

**Title:** Resolution No. R-13-2016: Trenchless Relining of Sanitary Sewers (Adoption)

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

**Agenda Date:** 03/17/2016

**Consent:**  YES  NO

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

### Item History:

In 2014, the Village of Winnetka partnered with the municipalities of Glenview (lead agency), Northbrook and Northfield to obtain a contract for the trenchless relining of existing sanitary sewers. Partnering allows combining projects from several municipalities to create economies of scale and obtain reduced pricing.

### Executive Summary:

In 2014, the Village awarded a multi-year contract to Insituform Technologies. In the fall of 2015 Insituform completed their contractual obligation. As part of the Village's participation in joint purchasing contracts with surrounding communities, staff is proposing to utilize current joint bid pricing for this year's annual sewer relining contract. The joint purchasing committee is currently taking advantage of its final year of sewer relining prices with Hoerr Construction, Inc. The committee plans to rebid this multi-year contract in 2017. The pricing that is currently being offered by Hoerr Construction, Inc. is fair and consistent with pricing obtained for past projects. The proposed relining locations are listed as follows and shown on the attached relining map.

1. Fuller Ln. Entire street including easement. 1248 Feet of 9" sewer
2. Hill Rd by Fox Ln. 298 Feet of 15" sewer
3. Ash St. 936 Feet of 8" sewer
4. Lincoln Ave 192 Feet of 10" sewer
5. Vernon Ave (Road Program) - All 10",12",15" sewers
6. Intersection of Chestnut and Oak St. (8" sewer - CB to main) & (8"sewer MH -MH-MH)

The fiscal year 2016 Budget (account #540-70-01-670) contains \$150,000 for trenchless lining of sanitary sewers. Staff believes that we should be able to complete the 2016 scheduled work within this budget amount using the proposed pricing from Hoerr Construction, Inc.

Staff has spoken some of the other communities that have utilized Hoerr Construction, Inc. as part of the joint bid contract and all have provided a favorable response. For these reasons staff would recommend utilizing the constructions services from Hoerr Construction, Inc. for this year sewer relining contract.

### Recommendation:

Consider adopting Resolution No.R-13-2016 awarding the contract for 2016 relining services to Hoerr Construction, Inc. for a not to exceed budget amount of \$150,000.

### Attachments:

- Resolution No. R-13-2016
- Proposed Sewer Relining Pricing from Hoerr Construction, Inc.
- Location Map

**RESOLUTION R-13-2016**

**A RESOLUTION APPROVING A CONTRACT WITH  
HOERR CONSTRUCTION, INC.  
FOR SEWER RELINING WORK**

**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 has appropriated funds for the procurement of sewer relining work at various locations within the Village ("**Work**"); and

**WHEREAS**, the Village participates in a municipal partnering initiative with neighboring municipalities to engage in joint purchasing and obtain competitive pricing for the purchase of work and services; and

**WHEREAS**, on behalf of the municipal partnering initiative, the Village of Glenview invited bids for the Work and awarded a contract for the Work ("**Joint Purchasing Contract**") to Hoerr Construction, Inc. ("**Contractor**"); and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council desires to procure the Work from the Contractor pursuant to the Joint Purchasing Contract in an amount not to exceed \$150,000.00; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to enter the Joint Purchasing Contract with Contractor;

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

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

**SECTION 2: AUTHORIZATION TO PROCURE.** The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to procure the Work from the Contractor pursuant to the Joint Purchasing Contract in an amount not to exceed \$150,000.00.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

March 17, 2016

**R-13-2016**

**ADOPTED** this 17th day of March, 2016, pursuant to the following roll call vote:

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

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

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

ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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

## 2015 Sewer Lining Program Prices

Hoerr Construction, Inc.

P.O. Box 10195, 1601-D West Luthy Drive, Peoria, IL 61612

309-691-6653 mhorr@hoerr.com

| #  | Pay Item Description  | Unit   | 2015 Unit Prices | 2016 Unit prices<br>1.7% increase |
|----|---|--------|------------------|-----------------------------------|
| 1  | 6" CURED IN PLACE PIPE  | LF     | \$ 28.96         | \$ 29.45                          |
| 2  | 8" CURED IN PLACE PIPE  | LF     | \$ 26.48         | \$ 26.93                          |
| 3  | 10" CURED IN PLACE PIPE   | LF     | \$ 28.75         | \$ 29.24                          |
| 4  | 12" CURED IN PLACE PIPE   | LF     | \$ 32.89         | \$ 33.45                          |
| 5  | 15" CURED IN PLACE PIPE   | LF     | \$ 47.58         | \$ 48.39                          |
| 6  | 18" CURED IN PLACE PIPE   | LF     | \$ 53.78         | \$ 54.69                          |
| 7  | 21" CURED IN PLACE PIPE   | LF     | \$ 113.77        | \$ 115.70                         |
| 8  | 30" CURED IN PLACE PIPE   | LF     | \$ 118.95        | \$ 120.97                         |
| 9  | EASEMENT SEWER - 8" CURED IN PLACE PIPE   | EA     | \$ 30.51         | \$ 31.03                          |
| 10 | EASEMENT SEWER - 10" CURED IN PLACE PIPE  | EA     | \$ 31.03         | \$ 31.56                          |
| 11 | RAVINE SEWER - 8" CURED IN PLACE PIPE   | EA     | \$ 43.44         | \$ 44.18                          |
| 12 | REINSTATEMENT OF SERVICE LATERAL - SANITARY SEWER   | EA     | \$ 51.71         | \$ 52.59                          |
| 13 | REINSTATEMENT OF SERVICE LATERAL - STORM SEWER  | EA     | \$ 103.43        | \$ 105.19                         |
| 14 | PROTRUDING TAP REMOVAL  | EA     | \$ 310.29        | \$ 315.56                         |
| 15 | SEWER CLEANING - ADDITIONAL   | LF     | \$ 3.10          | \$ 3.15                           |
| 16 | End Seals - 6"  | EA     |                  | \$ 160.00                         |
| 17 | End Seals - 8"  | EA     |                  | \$ 175.00                         |
| 18 | End Seals - 10"   | EA     |                  | \$ 200.00                         |
| 19 | End Seals - 12"   | EA     |                  | \$ 225.00                         |
| 20 | End Seals - 15"   | EA     |                  | \$ 250.00                         |
| 21 | End Seals - 18"   | EA     |                  | \$ 275.00                         |
| 22 | End Seals - 21"   | EA     |                  | \$ 300.00                         |
| 23 | End Seals - 24"   | EA     |                  | \$ 325.00                         |
| 24 | Mobilization charge for stubbys/shortys   | EA     |                  | \$ 3,500.00                       |
| 25 | Stubby  | EA     |                  | \$ 3,100.00                       |
| 26 | Shorty - up to 5 ft (only for installation on 8", 10" & 12" mains)  | EA     |                  | \$ 3,300.00                       |
| 27 | Shorty - more than 5 ft (only for installation on 8", 10" & 12" mains)  | FT     |                  | \$ 90.00                          |
| 28 | Vac-A-Tee Mobilization/Set-up Fee   | EA     |                  | \$ 3,000.00                       |
| 29 | Installation of Vac-A-Tee in front street accessible right of way up to 8 feet deep for a 4 inch or 6 inch service for at least 4 per manhole segment   | EA     |                  | \$ 2,100.00                       |
| 30 | Installation of Vac-A-Tee front street accessible right of way up to 8 feet deep for a 4 inch or 6 inch service for LESS than 4 per manhole segment (Rear Easement Installations are Additional Charge)             | EA     |                  | \$ 2,400.00                       |
|    | Grouting of main line pipes 8-12 inch diameter: Set Up/Mobilization Fee   |        |                  | \$ 3,000.00                       |
|    | Air Testing Joints - per joint per manhole run  |        |                  | \$ 400.00                         |
|    | Grouting 1-4 Joints - per joint per manhole run   |        |                  | \$ 200.00                         |
|    | Grouting 5-25 Joints - per joint per manhole run  |        |                  | \$ 150.00                         |
|    | Heavy cleaning done on a time and material basis. Includes TV Camera truck with operator and Vactor with operator.  | Hourly |                  | \$ 460.00                         |
|    | *Air Testing will be done for each joint grouted.<br>If entire run to be tested, air testing will be done on each joint.  |        |                  |                                   |
|    | *By pass pumping, traffic control, additional manpower or equipment will be additional charges as required. Water shall be provided at no cost to Hoerr Construction Inc. and municipality shall provide dump site. |        |                  |                                   |



1 inch equals 333 feet

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



## Agenda Item Executive Summary

**Title:** Resolution No. R-14-2016: 2016 Parkway Tree Planting Program (Adoption)

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

**Agenda Date:** 03/17/2016

**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:

Annual budgeted item for the purchase and placement of 198 parkway trees.

### Executive Summary:

The scope of the Parkway Tree Planting contract consists of growing, supplying and planting of approximately 180 parkway trees and 18 private trees within the Village in 2016.

On February 25, 2016, the Village received sealed bids for the 2016 Parkway Tree Planting Program. The contract was structured to allow the Village to award the bid to one or more bidders, on a basis of lowest bid per tree species. A total of five bidders participated, but some bidders did not submit bids for all tree species.

The FY 2016 budget includes \$55,000 in account 100.30.26-545 for tree planting and emerald ash borer parkway tree replacements. Staff has reviewed the proposals, and based on the bids received, recommend awarding contracts to St. Aubin Nursery and Acres Group.

### Recommendation:

Consider adopting Resolution No. R-14-2016 authorizing the Village to award Purchase Orders to St. Aubin Nursery and Acres Group for amounts not to exceed \$33,478 and \$17,899 for a total of \$51,377 respectively, pursuant to Bid number 016-005.

### Attachments:

- Resolution No. R-14-2016
- Memo from Village Forester
- Bid Tab of Proposals Received

**RESOLUTION R-14-2016**

**A RESOLUTION APPROVING THE PURCHASE  
OF TREES AND TREE PLANTING WORK**

**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 has appropriated funds for the purchase and planting of trees on Village-owned parkways (“*Work*”); and

**WHEREAS**, the Village requested bids for the performance of the Work; and

**WHEREAS**, the Village received bids for the Work from five bidders and opened the bids on February 25, 2016; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that St. Aubin Nursery & Landscaping, Inc. (“*St. Aubin*”), and Acres Landscaping, Inc. (“*Acres*”) (collectively, “*Contractors*”), are each the lowest responsible bidder for different parts of the Work; and

**WHEREAS**, the Village Council desires to engage St. Aubin in an amount not to exceed \$33,478.00 and Acres in an amount not to exceed \$13,899.00 to perform the respective portions of the Work for which each of the Contractors is the lowest responsible bidder; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to procure such Work from the Contractors;

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

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

**SECTION 2: AUTHORIZATION TO ENGAGE CONTRACTORS.** The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to engage St. Aubin in an amount not to exceed \$33,478.00 and Acres in an amount not to exceed \$13,899.00 to perform the respective portions of the Work for which each of the Contractors is the lowest responsible bidder.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

March 17, 2016

**R-14-2016**

**ADOPTED** this 17th day of March, 2016, pursuant to the following roll call vote:

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

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

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

ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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



# VILLAGE OF WINNETKA

*Incorporated in 1869*

Office of the Village Forester  
(847) 716-3535  
Fax (847) 716-3599  
[jestier@winnetka.org](mailto:jestier@winnetka.org)

To: Steve Saunders, Director of Public Works

From: Jim Stier, Village Forester

Date: March 3, 2016

On February 25, 2016, the Village received sealed bids for the 2016 Parkway Tree Planting Program. Five bidders participated and their bids are summarized below. Some bidders did not submit bids on all tree species therefore the totals are not comparable to one another.

| <u>Bidder</u>     | <u>Total Bid Price (on estimated qty.)</u> | <u># of Species Low Bid</u> |
|-------------------|--|-----------------------------|
| A. Weiler Nursery | \$39,475.00                                | 0                           |
| Greco Landscaping | \$53,052.00                                | 0                           |
| St Aubin Nursery  | \$53,088.00                                | 45                          |
| Acres Group       | \$49,174.00                                | 23                          |
| KGI Landscaping   | \$97,955.00                                | 0                           |

The contract was structured to allow the Village to award the bid to one or more bidders and on a basis of lowest bid per tree species.

**Recommendation:**

Based on estimated tree quantities, the Village staff recommends the bid to be split jointly between St Aubin Nursery and Acres Group based on low bid per species. The total estimated amount of \$51,377.00 based on lowest price per tree species.

Village staff budgeted \$55,000.00 for parkway tree planting in 2016.

Public Works Department  
1390 Willow Road, Winnetka IL 60093

2016 Parkway Tree Planting Bids - Price per Tree Installed

| <u>Species</u>      | <u>Size</u> | <u>Est Qty.</u> | <u>Weiler</u> | <u>Greco</u> | <u>St Aubin</u> | <u>Acres</u> | <u>KGI</u>  |
|---------------------|-------------|-----------------|---------------|--------------|-----------------|--------------|-------------|
| Marmo Maple         | 2.5"        | 4               | \$ 360.00     | \$ 300.00    | \$ 289.00       | \$ 290.00    | \$ 510.00   |
|                     | 4"          | 2               | \$ 600.00     | \$ 550.00    | \$ 489.00       | \$ 585.00    | \$ 750.00   |
| Sugar Maple         | 2.5"        | 4               | NB            | \$ 300.00    | \$ 269.00       | \$ 290.00    | \$ 480.00   |
|                     | 4"          | 4               | \$ 650.00     | \$ 550.00    | \$ 339.00       | \$ 595.00    | \$ 750.00   |
| Bald Cypress        | 2.5"        | 3               | \$ 360.00     | \$ 290.00    | \$ 294.00       | \$ 278.00    | \$ 510.00   |
|                     | 4"          | 1               | \$ 600.00     | \$ 500.00    | \$ 349.00       | \$ 520.00    | \$ 750.00   |
| Ohio Buckeye        | 2'          | 3               | \$ 300.00     | NB           | \$ 339.00       | \$ 265.00    | \$ 510.00   |
|                     | 4"          | 1               | \$ 700.00     | NB           | \$ 399.00       | NB           | \$ 750.00   |
| Hackberry           | 2.5"        | 2               | \$ 350.00     | \$ 325.00    | \$ 264.00       | \$ 290.00    | \$ 420.00   |
|                     | 4"          | 1               | \$ 650.00     | \$ 575.00    | \$ 394.00       | \$ 545.00    | \$ 600.00   |
| Turkish Filbert     | 2.5"        | 2               | NB            | \$ 325.00    | \$ 239.00       | \$ 276.00    | \$ 550.00   |
|                     | 4"          | 1               | NB            | NB           | \$ 319.00       | NB           | \$ 930.00   |
| Ginkgo              | 2.5"        | 2               | NB            | \$ 360.00    | \$ 324.00       | \$ 365.00    | \$ 760.00   |
|                     | 4"          | 1               | NB            | NB           | \$ 369.00       | \$ 690.00    | \$ 1,400.00 |
| Bur Oak             | 2.5"        | 4               | \$ 370.00     | \$ 360.00    | \$ 284.00       | \$ 298.00    | \$ 500.00   |
| Swamp White Oak     | 2.5"        | 4               | \$ 370.00     | \$ 315.00    | \$ 294.00       | \$ 298.00    | \$ 500.00   |
|                     | 4"          | 1               | \$ 750.00     | \$ 550.00    | \$ 399.00       | \$ 575.00    | \$ 840.00   |
| Red Oak             | 2.5"        | 4               | \$ 370.00     | \$ 335.00    | \$ 294.00       | NB           | \$ 500.00   |
|                     | 4"          | 1               | \$ 750.00     | \$ 590.00    | \$ 399.00       | NB           | \$ 840.00   |
| Whitespire Birch    | 2.5"        | 2               | NB            | \$ 290.00    | \$ 259.00       | \$ 233.00    | \$ 450.00   |
| Catalpa             | 2.5"        | 2               | \$ 340.00     | \$ 305.00    | \$ 284.00       | \$ 232.00    | \$ 420.00   |
|                     | 4"          | 1               | NB            | \$ 525.00    | \$ 329.00       | NB           | \$ 660.00   |
| Greenspire Linden   | 2.5"        | 4               | \$ 355.00     | \$ 330.00    | \$ 289.00       | \$ 310.00    | \$ 460.00   |
|                     | 4"          | 1               | \$ 625.00     | \$ 500.00    | \$ 339.00       | \$ 542.00    | \$ 630.00   |
| Silver Linden       | 2.5"        | 4               | NB            | \$ 320.00    | \$ 289.00       | \$ 290.00    | \$ 540.00   |
|                     | 4"          | 2               | \$ 725.00     | \$ 550.00    | \$ 339.00       | \$ 552.00    | \$ 825.00   |
| Hybrid Elm          | 2.5"        | 6               | \$ 350.00     | \$ 335.00    | \$ 292.00       | \$ 302.00    | \$ 480.00   |
|                     | 4"          | 3               | \$ 650.00     | \$ 575.00    | \$ 349.00       | \$ 605.00    | \$ 720.00   |
| Adams Crab          | 2.5'        | 4               | NB            | \$ 320.00    | \$ 278.00       | NB           | \$ 370.00   |
|                     | 4"          | 2               | NB            | \$ 485.00    | \$ 319.00       | NB           | \$ 610.00   |
| Cockspur Hawthorn   | 2.5"        | 4               | NB            | \$ 330.00    | \$ 284.00       | \$ 200.00    | \$ 420.00   |
|                     | 4"          | 1               | NB            | \$ 490.00    | \$ 349.00       | NB           | \$ 600.00   |
| Japanese Tree Lilac | 2.5"        | 4               | NB            | \$ 335.00    | \$ 314.00       | \$ 302.00    | \$ 500.00   |
|                     | 4"          | 1               | NB            | \$ 650.00    | \$ 399.00       | \$ 548.00    | \$ 840.00   |
| Tatarian Maple      | 2.5"        | 4               | NB            | NB           | \$ 349.00       | \$ 290.00    | \$ 480.00   |
| Hedge Maple         | 2.5"        | 4               | \$ 360.00     | \$ 335.00    | \$ 294.00       | \$ 287.00    | \$ 480.00   |
|                     | 4"          | 1               | \$ 675.00     | \$ 550.00    | \$ 429.00       | \$ 545.00    | \$ 750.00   |
| Pacific Sunset Mapl | 2.5"        | 4               | NB            | NB           | \$ 279.00       | \$ 302.00    | \$ 460.00   |
|                     | 4"          | 1               | NB            | NB           | \$ 339.00       | NB           | \$ 590.00   |
| American Hornbean   | 2.5"        | 2               | NB            | \$ 340.00    | \$ 280.00       | \$ 240.00    | \$ 600.00   |
|                     | 4"          | 1               | NB            | \$ 595.00    | \$ 320.00       | NB           | \$ 870.00   |
| Hophornbeam         | 2.5"        | 2               | \$ 370.00     | \$ 370.00    | \$ 280.00       | \$ 277.00    | \$ 600.00   |
| Red Jewel Crab      | 2.5"        | 4               | NB            | \$ 300.00    | \$ 259.00       | \$ 277.00    | \$ 360.00   |
|                     | 4"          | 2               | \$ 600.00     | NB           | \$ 309.00       | NB           | \$ 600.00   |
| Shingle Oak         | 2.5"        | 4               | NB            | NB           | \$ 290.00       | \$ 298.00    | \$ 500.00   |
| Chinquapin Oak      | 2.5"        | 4               | \$ 380.00     | \$ 370.00    | \$ 309.00       | \$ 298.00    | \$ 620.00   |
| Kentucky Coffeetree | 2.5"        | 2               | \$ 370.00     | \$ 335.00    | \$ 319.00       | \$ 294.00    | \$ 600.00   |

| <u>Species</u>     | <u>Size</u> | <u>Est Qty.</u> | <u>Weiler</u> | <u>Greco</u> | <u>St Aubin</u> | <u>Acres</u> | <u>KGI</u>   |
|--------------------|-------------|-----------------|---------------|--------------|-----------------|--------------|--------------|
| Honeylocust        | 2.5"        | 2               | NB            | \$ 335.00    | \$ 364.00       | \$ 290.00    | \$ 450.00    |
|                    | 4"          | 1               | \$ 675.00     | \$ 550.00    | \$ 399.00       | \$ 537.00    | \$ 690.00    |
| Beech              | 2.5"        | 2               | \$ 420.00     | NB           | \$ 269.00       | \$ 328.00    | \$ 900.00    |
| Tuliptree          | 2.5"        | 1               | NB            | NB           | \$ 314.00       | \$ 292.00    | \$ 480.00    |
| Callery Pear       | 2.5"        | 2               | \$ 365.00     | \$ 330.00    | \$ 289.00       | \$ 290.00    | \$ 500.00    |
|                    | 4"          | 1               | \$ 700.00     | \$ 525.00    | \$ 399.00       | NB           | \$ 750.00    |
| Redmond Linden     | 2.5"        | 6               | \$ 360.00     | \$ 345.00    | \$ 289.00       | \$ 298.00    | \$ 450.00    |
|                    | 4"          | 2               | \$ 650.00     | \$ 575.00    | \$ 349.00       | \$ 547.00    | \$ 630.00    |
| Dawn Redwood       | 2.5"        | 3               | NB            | NB           | \$ 259.00       | \$ 290.00    | \$ 600.00    |
|                    | 4"          | 1               | NB            | \$ 600.00    | \$ 309.00       | \$ 570.00    | \$ 975.00    |
| London Planetree   | 2.5"        | 4               | NB            | \$ 335.00    | \$ 319.00       | \$ 290.00    | \$ 570.00    |
| Red Horsechestnut  | 2"          | 4               | NB            | \$ 310.00    | \$ 274.00       | \$ 263.00    | \$ 500.00    |
| Yellow Buckeye     | 2"          | 4               | \$ 330.00     | \$ 310.00    | \$ 274.00       | \$ 263.00    | \$ 500.00    |
| Red Buckeye        | 2"          | 4               | NB            | \$ 310.00    | \$ 274.00       | NB           | \$ 500.00    |
| Eastern Redbud     | 2"          | 3               | NB            | NB           | \$ 254.00       | \$ 245.00    | \$ 540.00    |
|                    | 6'          | 3               | \$ 320.00     | \$ 330.00    | \$ 249.00       | \$ 225.00    | \$ 310.00    |
| Sweetgum           | 2"          | 3               | NB            | \$ 345.00    | \$ 249.00       | \$ 255.00    | \$ 570.00    |
| Cornliencherry Dog | 2"          | 3               | \$ 300.00     | NB           | \$ 269.00       | \$ 240.00    | \$ 500.00    |
|                    | 6'          | 3               | \$ 280.00     | \$ 330.00    | \$ 249.00       | \$ 220.00    | \$ 360.00    |
| Blackgum           | 2"          | 3               | NB            | \$ 349.00    | \$ 289.00       | \$ 295.00    | \$ 490.00    |
| Black Locust       | 2"          | 3               | NB            | \$ 335.00    | \$ 249.00       | \$ 235.00    | \$ 540.00    |
| Hickory            | 1"          | 3               | NB            | NB           | \$ 209.00       | \$ 195.00    | \$ 550.00    |
| Totals =           |             |                 | \$ 39,475.00  | \$ 53,052.00 | \$ 53,088.00    | \$ 49,174.00 | \$ 97,955.00 |

2016 Private Tree Planting Bids - Price per Tree Installed

| <u>Species</u> | <u>Size</u> | <u>Qty.</u> | <u>Weiler</u> | <u>Greco</u> | <u>St Aubin</u> | <u>Acres</u> | <u>KGI</u>  |
|----------------|-------------|-------------|---------------|--------------|-----------------|--------------|-------------|
| A.B. Maple     | 2"          | 3           | \$ 325.00     | \$ 290.00    | \$ 269.00       | \$ 239.00    | \$ 305.00   |
| Hybrid Elm     | 2"          | 3           | \$ 325.00     | \$ 290.00    | \$ 269.00       | \$ 239.00    | \$ 450.00   |
| Red Oak        | 2"          | 3           | \$ 350.00     | \$ 290.00    | \$ 289.00       | \$ 255.00    | \$ 450.00   |
| C Dogwood      | 6'          | 3           | \$ 300.00     | \$ 335.00    | \$ 249.00       | \$ 225.00    | \$ 400.00   |
| S. White Oak   | 2"          | 3           | \$ 350.00     | \$ 295.00    | \$ 289.00       | \$ 245.00    | \$ 480.00   |
| R.J. Crabapple | 2"          | 3           | \$ 300.00     | \$ 270.00    | \$ 279.00       | \$ 215.00    | \$ 345.00   |
| Totals =       |             |             | \$ 5,850.00   | \$ 5,310.00  | \$ 4,932.00     | \$ 4,254.00  | \$ 7,290.00 |



## Agenda Item Executive Summary

**Title:** Resolution No. R-15-2016: Purchase of Utility Truck Replacment (Adoption)

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

**Agenda Date:** 03/17/2016

**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:

2016 - Budgeted Capital Item

### Executive Summary:

On 1/27/2016, the Village issued a request for bid (RFB #016-006) for the purchase of a new Public Works Utility Vehicle. On 2/22/16, the Village opened received bids; a total of one proposal was received, this was from EJ Equipment, Inc. of Manteno, Illinois.

The Village sought bids for the purchase of a new 2016 Ford F550 chassis XL, 4x4 SD Regular Cab, with a service body, crane, and specified accessories (as listed in the request for bid). This vehicle will be used by the Sewer Division for road service calls, parts pick up, towing, ditch line cleaning and a Public Works emergency response vehicle for night activities.

The FY 2016 budget contains \$120,000 in account 100-30-01-6625 for the replacement of unit PW-5, a 2004 Ford F450 service utility truck used for the Sewer Division, road services calls, parts pick up, towing, and snow removal. The existing unit will be transferred to the Water and Electric Department to be used as a one ton dump truck with plow capabilities.

### Recommendation:

Consider adopting Resolution No. R-15-2016 awarding a purchase order to EJ Equipment, of Manteno, IL in the amount of \$119,870 for the purchase of a 2016 Ford F550 regular cab chassis, a service body with crane, and specified accessories as part of Village's Request for Bid No. 016-006.

### Attachments:

- Resolution No. R-15-2016
- Proposal from EJ Equipment, Inc.

**RESOLUTION R-15-2016**

**A RESOLUTION APPROVING THE PURCHASE  
OF A PUBLIC WORKS UTILITY VEHICLE**

**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 has appropriated funds for the purchase of a utility vehicle for use by the Department of Public Works ("**Vehicle**"); and

**WHEREAS**, the Village requested bids for the purchase and sale of the Vehicle; and

**WHEREAS**, the Village received one bid for the purchase and sale of the Vehicle and opened the bid on January 27, 2016; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that EJ Equipment, Inc. ("**Vendor**"), is the lowest responsible bidder for the purchase and sale of the Vehicle; and

**WHEREAS**, the Village Council desires to purchase the Vehicle from Vendor in an amount not to exceed \$119,870.00; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to purchase the Vehicle from Vendor;

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

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

**SECTION 2: AUTHORIZATION TO PURCHASE.** The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the Vehicle from Vendor in an amount not to exceed \$119,870.00.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

March 17, 2016

**R-15-2016**

**ADOPTED** this 17th day of March, 2016, pursuant to the following roll call vote:

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

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

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

ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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



# Village of Winnetka, Illinois

510 Green Bay Road  
Winnetka, IL 60093

Phone: (847) 501-6000  
General Email: [nmostardo@winnetka.org](mailto:nmostardo@winnetka.org)

Fax: (847) 446-1139

|   |                              |                          |         |
|---|------------------------------|--------------------------|---------|
| <b>REQUEST FOR BIDS:</b>                      | #016-006                     | <b>BID ISSUE DATE:</b>   | 1/27/16 |
| <b>BID DESCRIPTION:</b>                       | PUBLIC WORKS UTILITY VEHICLE |                          |         |
| <b>BID OPENING DATE:</b>                      | 2/22/16                      | <b>BID OPENING TIME:</b> | 10:00AM |
| <b>SUBMIT 1 ORIGINAL PACKET PLUS 2 COPIES</b> |                              |                          |         |

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED ON PAGE 2. LATE BIDS WILL NOT BE CONSIDERED.

**TO ALL PROSPECTIVE BIDDERS:**

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

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

|   |   |
|---|---|
| Bids must be delivered and time stamped, prior to the public bid opening date and time, to: | <b>VILLAGE OF WINNETKA FINANCE DEPARTMENT<br/>510 GREEN BAY ROAD<br/>WINNETKA, IL 60093</b> |
|---|---|

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Financial Services Coordinator).

|               |  |               |               |
|---------------|--|---------------|---------------|
| <b>BUYER:</b> | Nicholas Mostardo  | <b>PHONE:</b> | (847)716-3504 |
| <b>EMAIL:</b> | <a href="mailto:nmostardo@winnetka.org">nmostardo@winnetka.org</a> |               |               |

|                            |                    |
|----------------------------|--------------------|
| <b>FULL NAME OF BIDDER</b> | EJ Equipment, Inc. |
| <b>BID CONTACT PERSON</b>  | Bill McConney      |
| <b>TELEPHONE NUMBER</b>    | 800-522-2808       |

**FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED**

**PLEASE NOTE: Our bid documents have changed; please review carefully.**

VILLAGE OF WINNETKA, ILLINOIS

PROJECT INFORMATION

|                         |                              |
|-------------------------|------------------------------|
| <b>PROJECT NAME:</b>    | PUBLIC WORKS UTILITY VEHICLE |
| <b>USER DEPARTMENT:</b> | Public Works                 |

| <b>EVENT:</b>   | <b>LOCATION:</b>   | <b>DATE:</b> | <b>TIME:</b> |
|---|--|--------------|--------------|
| Mandatory Pre-Bid Meeting                                   | ---  | ---          | ---          |
| Deadline for Specification Inquiries and Exception Requests | MUST BE SUBMITTED IN WRITING TO:<br><a href="mailto:nmostardo@winnetka.org">nmostardo@winnetka.org</a> | 2/15/16      | 12:00PM      |
| Bidder's Response Due and Public Opening                    | WINNETKA VILLAGE HALL<br>ATTN: FINANCIAL SERVICES COORD.<br>510 GREEN BAY ROAD<br>WINNETKA, IL 60093   | 2/22/16      | 10:00AM      |

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

**Description:**

The work will consist of, but not necessarily be limited to:

The Village of Winnetka is seeking competitive bids for one (1) complete current model year truck chassis with a service body, crane and specified accessories. The successful bidder will be solely responsible for guaranteeing the suitability of the unit for its intended use.

Written questions regarding the substance of the bid or scope of services must be submitted via e-mail to [nmostardo@winnetka.org](mailto:nmostardo@winnetka.org) no later than the Pre-Bid Specification Inquiry Deadline indicated above.

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## VILLAGE OF WINNETKA, ILLINOIS

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### INSTRUCTIONS TO BIDDERS

- 1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com), 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](http://www.adobe.com/products/acrobat/readstep.html).

Businesses without Internet access may contact the Financial Services Coordinator at (847)716-3504 or [nmostardo@winnetka.org](mailto: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](http://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) **BID REQUIREMENTS:**

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Request for Bids (the RFB). Please make and retain a copy of your Response (Bid) for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated and have the signature notarized. **Unsigned bids will not be read.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

4) **ALTERNATE/EQUAL BIDS:**

The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The Village of Winnetka, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Financial Services Coordinator of the Village shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Financial Services Coordinator's decision will be final and binding.

Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the Village.

The Village recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the Village. Alternates will be compared to the lowest responsive, responsible bid as specified.

5) **COMPETITION INTENDED:**

It is the Village's intent that this Request for Bids (RFB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFB to a single source.

## VILLAGE OF WINNETKA, ILLINOIS

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Such notification must be received by the Buyer not later than seven (7) days prior to the date set for bids to close.

**6) DEVIATIONS:**

The Village of Winnetka reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the Village to accommodate accepted deviations.

**7) EXCEPTIONS:**

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Request for Bids which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

**8) EXAMINATION BY BIDDER:**

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the Village, such information represents only the opinion of the Village of Winnetka as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The Village of Winnetka does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

**9) ELECTRONIC TRANSMITTALS:**

Facsimile and/or e-mail transmitted bids will not be accepted by the Village of Winnetka. In addition, the Village will not transmit facsimile bid specifications to the Bidder.

**10) INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this RFB, the bidder is expected to contact the Financial Services Coordinator up to the deadline listed on the Project Information page for Exceptions to Bids.

**11) PREPARATION OF BIDS:**

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the Village and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award.

## VILLAGE OF WINNETKA, ILLINOIS

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The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered. In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Financial Services Coordinator shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid. A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

### 12) SUBMISSION OF BIDS:

The Bidder shall be responsible for delivery of bids to the Financial Services Coordinator before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the Village's internal mailroom system.

### 13) PROPRIETARY INFORMATION:

Under the Illinois Freedom of Information Act, all records in the possession of the Village of Winnetka are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The Village will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception. The Village FOIA Officer is the final authority on judging proposed document redactions.

### 14) CONTRACT AWARD INFORMATION:

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification can be sent to the vendor receiving the award via mail or fax. Award status can be viewed at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>.

**END OF INSTRUCTIONS TO BIDDERS**

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### GENERAL CONDITIONS

**1) ACCURACY DISCLAIMER:**

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

**2) ADDENDUM AND SUPPLEMENT TO REQUEST FOR BIDS (RFB):**

If it becomes necessary or advisable to revise any part of this RFB or if additional data is necessary to enable the exact interpretation of provisions of this RFB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>. Adobe Acrobat Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

**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, therefore, shall be agreed upon in advance between the Village of Winnetka and the successful bidder subject to approval by the Village of Winnetka corporate authorities, if applicable.

**5) COMMENCEMENT OF WORK:**

The successful bidder 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 bidder's risk.

**6) 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 RFB, until a bid is awarded, all requests for clarification or additional information regarding this RFB, or contacts with the Village personnel concerning this RFB or the evaluation process must be solely to the contact person listed on the cover page of this RFB.

A violation of this provision is cause for the Village to reject the Bidder's submittal. If it is later discovered that a violation has occurred, the Village may reject any bid or terminate any contract awarded pursuant to this RFB. No contact regarding this document with other Village employees is permitted.

**7) CONFIDENTIAL INFORMATION AND VILLAGE PROPERTY:** It is agreed that any and all specifications, drawings, or data furnished by Village of Winnetka shall (1) remain the Village's sole and exclusive property; (2) 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 this contract and (3) be returned upon request.

**8) 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.

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**9) DISCIPLINE:**

Nothing herein shall be construed to imply that the Village of Winnetka is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

**10) 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.

**11) 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.

**12) F.O.B.:**

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without the Village of Winnetka's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

**13) 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.

**14) HOLDING OF BIDS:**

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

**15) INDEMNITY:**

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the Village 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 this 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 Village, 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 Village does 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.

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## VILLAGE OF WINNETKA, ILLINOIS

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### 16) LAW GOVERNING:

The RFB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

### 17) 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.

### 18) 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 or their designee.

### 19) MISCELLANEOUS REQUIREMENTS:

The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids 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.

### 20) 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.

### 21) 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.

### 22) 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.

### 23) PROTEST:

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

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### **24) RESERVATION OF RIGHTS:**

The Village of Winnetka reserves the right to reject any or all Bids failing to meet the Village's specifications or requirements and to waive technicalities. If in the Village of Winnetka's opinion, the lowest Bid is not the most responsible, 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 bidder, 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 Bidder's reputation and past performance, will also be weighed.

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

The Village further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFB.

Submission of a bid 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.

### **25) 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.

### **26) 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.

### **27) 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.

### **28) 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.

### **29) VENUE:**

By submitting a response, bidder 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.

### **30) WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.

## **END OF GENERAL CONDITIONS**

**SPECIAL CONDITIONS**

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**END OF SPECIAL CONDITIONS**

VILLAGE OF WINNETKA, ILLINOIS

BID #016-006
SPECIFICATIONS

1) INTRODUCTION:

The Village of Winnetka is seeking competitive bids for one (1) complete current model year truck chassis with a service body, crane and specified accessories. The successful bidder will be solely responsible for guaranteeing the suitability of the unit for its intended use.

2) CURRENT MODEL YEAR FORD F550 CHASSIS SPECIFICATIONS:

4X4 SD REGULAR CAB, 165" WB DRW XLAll work is to be done in strict compliance with the performance specifications contained herein.

DIMENSIONS

Exterior length: 250.5"
Exterior width: 93.9"
Exterior height: 80.5"

Wheelbase: 165.0"
Turning radius: 24.3'
Min ground clearance: 8.4"

Comply: YES / NO Comments: \_\_\_\_\_

POWERTRAIN

Powerstroke 300hp 6.7L OHV 32 valve intercooled turbo
V-8 engine with direct diesel injection
TorqShift 6 speed automatic transmission with overdrive

Limited slip differential
Transmission PTO provision

Comply: YES / NO Comments: \_\_\_\_\_

SUSPENSION/HANDLING

Front Mono-beam non-independent suspension with
anti-roll bar, HD shocks
Rear DANA 130 rigid axle leaf spring suspension with
anti-roll bar, HD shocks
Firm ride Suspension

Hydraulic power-assist re-circulating ball Steering
Front and rear 19.5 x 6 argent steel wheels
LT225/70SR19.5 GBSW AS front and rear tires
Dual rear wheels

Comply: YES / NO Comments: \_\_\_\_\_

BODY EXTERIOR

2 doors, color to be white
Driver and passenger power remote heated folding door
mirrors with turn signal indicator in mirrors
Chrome bumpers

Side steps
Trailer harness
Clearcoat paint
Front and rear 19.5 x 6 wheels

Comply: YES / NO Comments: \_\_\_\_\_

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**CONVENIENCE**

Manual air conditioning  
Supplemental heater  
Cruise control with steering wheel controls  
Power front windows  
Driver and passenger 1-touch up  
Driver and passenger 1-touch down  
Remote power door locks with 2 stage unlock and illuminated entry  
Manual tilt steering wheel

Manual telescopic steering wheel  
Day-night rearview mirror with auto-dimming  
Wireless phone connectivity  
AppLink smart device integration  
(1) 1st row LCD monitor  
Front cupholders  
Passenger visor mirror  
Driver and passenger door bins

Comply: **YES** / NO    Comments: \_\_\_\_\_

**SEATS AND TRIM**

Seating capacity of 3  
Front 40-20-40 split-bench seat  
4-way driver seat adjustment

Manual driver lumbar support  
4-way passenger seat adjustment  
Centre front armrest with storage

Comply: **YES** / NO    Comments: \_\_\_\_\_

**INTERIOR FEATURES**

AM/FM stereo radio with radio data system  
Single CD player  
MP3 decoder  
Auxiliary audio input  
SYNC with MyFord external memory control

Steering wheel mounted radio controls  
4 speakers  
Wireless streaming  
Fixed antenna

Comply: **YES** / NO    Comments: \_\_\_\_\_

**LIGHTING, VISIBILITY AND INSTRUMENTATION**

Halogen aero-composite headlights  
Variable intermittent front windshield wipers  
Light tinted windows  
Front reading lights

Tachometer  
Compass  
Outside temperature display  
Camera(s) - rear

Comply: **YES** / NO    Comments: \_\_\_\_\_

**SAFETY AND SECURITY**

4-wheel ABS brakes  
4-wheel disc brakes  
Driveline traction control  
Dual front impact airbag supplemental restraint system with passenger cancel  
Dual seat mounted side impact airbag supplemental restraint system  
Curtain 1st row overhead airbag supplemental restraint

system  
Remote activated perimeter/approach lighting  
Power remote door locks with 2 stage unlock and panic alarm  
Security system with SecuriLock immobilizer  
MyKey restricted driving mode  
Manually adjustable front head restraints

Comply: **YES** / NO    Comments: \_\_\_\_\_

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**WARRANTY**

- Basic warranty: 36 months/36000 miles
- Powertrain warranty: 60 months/60000 miles
- Corrosion perforation warranty: 60 months/unlimited miles
- Roadside assistance warranty: 60 months/60000 miles
- Diesel engine warranty: 60 months/100000 miles

Comply: **YES** / NO    Comments: \_\_\_\_\_

**3) MAINTAINER SERVICE BODY & CRANE SPECIFICATIONS**

The Maintainer Service Body with Crane, or approved equal, shall meet or exceed the following specification. Along with the bid, a detailed, dimensioned line drawing shall be provided that shows the two side, top and rear views of the unit along with clearly detailed accessories that are to be provided.

**BED CONSTRUCTION 1-TON BODY:**

The bed frame shall be constructed of 10" tall formed angles with 2" tall self-locating cross-members and structural tubing. Height of substructure not to exceed 10". Cross Members shall be on a maximum of 12" centers. The bed floor shall be a minimum of 1/8" thick steel deck plate.

There shall be a recessed fuel fill cut into the street side rail above the rear wheels for fuel filling. If Chassis is equipped with a DEF tank in the chassis frame, there shall be a recessed fill for this cut into the street side rail also.

Fourteen (14) flush mount tie downs shall be included, (6) located in the center deck, (4) located in the cargo area side walls, & (4) on the back of the compartments (2each side). The recessed rings shall rotate a full 360 degrees for best tensioning position and have a minimum rating of 5000 lbs pulling capacity each. Recesses shall be provided with drain holes.

Comply: **YES** / NO    Comments: \_\_\_\_\_

**1-TON BODY: GALVANNEALED STORAGE COMPARTMENTS**

The entire compartment shell including top, backs, bottoms, sides and fronts along with any sheet metal shall be constructed with a combination of 12-gauge and 14-gauge galvanized A60 steel. The floors of the vertical compartments shall have two (2) formed reinforcements fabricated directly from side to side for the entire width of the floor.

Door openings will be equipped with metal backed automotive door seals (stick-on weather stripping is not acceptable). Doors will be constructed from single piece 3/16" Aluminum. Doors shall be equipped with stainless steel hinges and studded bolt-on D-ring three-point keyed alike latches. All doors are to be installed in a formed-recessed door opening for protection (flush mount doors are not acceptable). All doors shall be equipped with gas shock door holders to secure the doors in both the fully open and fully closed positions. There shall be an aluminum drip rail above all compartment doors. Compartment floors will be equipped with removable drain plugs.

Comply: **YES** / NO    Comments: \_\_\_\_\_

Street side #1 compartment (35"W x 59"T x 23"D): Shall be equipped with the following:

- One infinitely adjustable shelf.
- Switch panel
- (2) J type swivel hooks
- Rod for hanging clothes
- One interior L.E.D. 12 volt strip light

Street side #2 compartment (24"W x 59"T x 23"D): Shall be equipped with the following:

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One infinitely adjustable shelf.  
Drawer Set: 29"W x 18"D, with (1) 7", (3)-5", & (3) 3" tall drawers  
Inverter-Light Duty-3000 watt wired to chassis batteries, Pure Sine Wave  
One interior L.E.D. 12 volt strip light

Street side #3, open deck

Street side #4, open deck

Curb side #1 compartment (24"W x 59"T x 23"D): Shall be equipped with the following:  
(2) J type swivel hooks  
Bracket for hanging chains  
One interior L.E.D. 12 volt strip light

Curb side #2 compartment (35"W x 59"T x 23"D): Shall be equipped with the following:  
Five infinitely adjustable shelves  
One interior L.E.D. 12 volt strip light

Curb side #3 open deck

Curb side #4 compartment (24"W x 52"T x 23"D): Shall be equipped with the following:  
Crane remote control  
1/2" x 50' Air reel, and air filter-lubricator-regulator  
One interior L.E.D. 12 volt strip light

Comply: **YES** / NO    Comments: \_\_\_\_\_

**Roll-Out Tool Drawer Sets:** Aluminum rollout drawers to have a 300 lb. mobile capacity and 500 lb. static capacity for each drawer. Each drawer shall have permanent side to side dividers & removable side-to-side dividers (18" wide drawers or narrower will be front to back dividers). Each drawer shall have a single action latch assembly with locking mechanisms on both ends. All drawer edges shall be hemmed and constructed of .090 inch thick, 3003-H14 grade aluminum. Individual drawer heights are available from 3" tall to 12" tall and are to be arranged as described in each individual compartment bid section.

**Pressurized Storage System:** Compartments shall incorporate an electrical 12 volt pressurized storage system, which provides air pressure in compartments to prevent water & dust from entering compartments. System is designed to be activated with main power switched off, and chassis ignition on. There shall be a replaceable automotive filter and fan with guard installed on both compartment sides, and rear reel compartment.

Comply: **YES** / NO    Comments: \_\_\_\_\_

**HYDRAULIC CRANE & ACCESSORIES, SHORT TOWER (H7024ST):**

The crane model shall be a Maintainer Model H7024ST or approved equal. The crane shall be mounted to a compartment reinforced to support the crane load.

**Crane Capabilities:** The crane will have a hydraulically extendible hexagonal boom with a minimum horizontal reach of 24 feet. The crane will have a maximum lift capacity of 7,000 lbs., and rated for 45,100 ft./lbs. The crane shall have a minimum continuous swing rotation of 615 degrees with an internal stop and shall be powered by a high torque hydraulic motor through a direct, self-locking, worm drive. The crane shall be capable of achieving a 3 ft. lift radius from center of rotation with the boom at either plus 78 degrees or minus 13 degrees. The crane shall be equipped with a boom angle indicator.

**Cylinders:** All cylinders will be equipped with internal load checks and/or counter balance holding valves (external valves are not acceptable) to prevent cylinder collapse in the event of hydraulic line failure.

**Winch:** The hydraulic winch shall be a 38:1 ratio worm gear type powered by a high torque hydraulic motor and equipped with 120' x 3/8" cable. The winch drum shall be ANSI approved.

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**Crane Overload:** The crane shall be equipped with "Advanced Crane Control" (ACC) with an internal overload load sensing system. This system provides the operator with a visual indicator to show the status of the crane and provide automatic capacity limiting in low stability lifting areas. The crane shall also be equipped with an anti-two-block system, which will function for boom up, boom extend and winch in.

**Valves:** There shall be a four (4) function crane valve rated at a minimum of 20 GPM mounted in a protected area under the cargo deck. (There shall be manual override handles accessible from the rear of the body at ground level in the event of remote malfunction.)

**Crane Remote (Wireless):** The crane shall be equipped with a wireless remote control pendant to control all crane functions; lift, lower, boom in, boom out, hoist up, hoist down, rotate right and rotate left. There shall also be an engine start/stop control and a hydraulic proportional control for the four (4) crane functions. A separate horn button shall be provided on the control pendant used in an alert operation of the crane.

**Boom Saddle:** There shall be an adjustable crane boom saddle with wear pad to protect the boom in the carry position. The crane saddle shall be mounted so the support tube is at a 90 degree angle to the boom for maximum support strength.

**Crane Compliance:** The crane shall meet ANSI 30.5 Specifications.

**Comply:** YES / NO    **Comments:** \_\_\_\_\_

**CHASSIS EQUIPMENT & ACCESSORIES:**

The body manufacturer shall install an electric speed control to run the chassis engine at the proper RPM to operate the hydraulic components. The crane shall have an on/off switch on the remote control and the compressor shall automatically engage on demand.

Chassis transmission shall have the ability to mount pump / pto with no obstructions.

There shall be a 2 1/2 lb. fire extinguisher and hazard reflectors supplied with the completed unit.

**Comply:** YES / NO    **Comments:** \_\_\_\_\_

**HYDRAULIC SYSTEM & ACCESSORIES:**

There shall be a closed center, load sensing/pressure compensated variable piston pump (2.77 cu/in minimum displacement) to be run by a PTO driveline. A minimum 28 gallon oil reservoir shall be mounted in front of the service body and shall be equipped with an in-tank suction strainer and 10 micron in-tank return filter with restriction gauge and tank mounted sight gauge with thermometer. All hydraulic fittings shall be O-ring type wherever possible and double braided hydraulic pressure hose shall be used.

**Comply:** YES / NO    **Comments:** Please see below. \_\_\_\_\_

There shall be an open center, fixed displacement gear pump (1.5 cu/in minimum displacement) to be direct-mounted. A minimum 28 gallon oil reservoir shall be mounted in front of the service body and shall be equipped with an in-tank suction strainer and 10 micron in-tank return filter with restriction gauge and tank mounted sight gauge with thermometer. All hydraulic fittings shall be O-ring type wherever possible and double braided hydraulic pressure hose shall be used.

**HYDRAULIC TOOL CIRCUIT:**

A hydraulic tool circuit shall be provided with electric actuation and quick flow adjustment. Flow range is 2 To 10 Gpm & 2,250 psi. Shall include .5" couplers w/ dust covers located at the rear of the body

**Comply:** YES / NO    **Comments:** \_\_\_\_\_

**HYDRAULIC OUTRIGGERS:**

There shall be two (2) rear hydraulic outriggers mounted at the rear corners of the body. The outriggers shall extend up and down hydraulically and be equipped with built-in hydraulic check valves for safety. The CS outrigger shall extend in

**VILLAGE OF WINNETKA, ILLINOIS**

and out manually to provide additional stabilization. Outtrigger cylinders shall be enclosed in structural tubing for added protection of the cylinders and hoses.

Controls: Outtrigger valves shall be operable from the rear bumper at ground level.

Comply: **YES** / NO    Comments: \_\_\_\_\_

**HYDRAULIC AIR COMPRESSOR:**

Air Compressor: An under hood belt-driven, VMAC VR70-G air compressor will be installed on unit.

Regulator: An air filter / regulator / lubricator shall be mounted near the air reel. Die cast aluminum body regulator with polycarbonate bowl, sight glass, 40-micron filter and airline lubricator shall be standard.

Air Reel: A spring rewind Hannay air reel with 50' of 1/2" hose and ball stop shall be on the fixed shelf in the top of the CS rear compartment. There shall be a fiber box with swing open door access to the air reel from the rear of the body

Comply: **YES** / NO    Comments: \_\_\_\_\_

**ELECTRICAL COMPONENTS**

The body shall be wired and lighted to meet I.C.C. regulations. All wiring shall be enclosed in protective looming. The rear tail, turn and back-up lights shall be L.E.D. rubber mounted recessed lights installed on each outside rear corners of the workbench bumper. The marker lights shall be rubber mounted recess type.

Inverter: A 3000 watt pure sine wave inverter wired to chassis batteries shall be provided. A sealed duplex outlet shall be mounted at the rear of the body and wired to the inverter

Interior Lighting: There will be 12 volt L.E.D. strip lights mounted vertically along the side of the compartment. The interior lights are to be wired to a "main power" switch located in the chassis cab. Lights are to be capable of 180 degree light output, and shall be rated for a minimum of 50,000 hours of life. The compartment section lists lighting assignments

"Exterior Lighting: Two (2) 12v LED telescopic light pole-2 lights (2010-Raw/1350-Effective Lumens) shall be added. Mounted to the rear of each side pack."

Back-Up Alarm: There shall be a Grote model 73040, or approved equal, electric back-up alarm installed at the rear of the truck.

Comply: **YES** / NO    Comments: \_\_\_\_\_

**EMERGENCY LIGHTING**

Ecco StreetLazer Model 15-00037-E LED light bar 49 inch, amber, 16 modules with integrated LED safety director low profile, 12 VDC, quad flash to be mounted on cab and visible to the rear of vehicle. Safety director controller to be mounted left of steering column on dash. Strobe shall utilize factory upfitter switch, position one (1) and be labelled light bar with placard type, label tape type is unacceptable.

Two (2) oval amber LED strobes in rear tail shelf mounted at a 45 degree angle mounted in rubber grommets, one (1) left corner and one (1) right corner facing rear. Quad flash

Two (2) oval amber LED strobes mounted in front grill mounted in rubber grommets

Mid ship amber LED strobes mounted as close to center of service body as possible.

All lower strobes to be wired together to position two (2) of the factory upfitter switch and labeled lower strobes using

**VILLAGE OF WINNETKA, ILLINOIS**

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placard type, label tape type is unacceptable.

Comply: **YES** / NO    Comments: \_\_\_\_\_

**REAR WORK BENCH BUMPER**

The bumper length from the rear of the outriggers to the rear shall be 26". The bumper top shell shall be made of 7ga steel plate, with a 1" bent reinforcement lip at the rear. The rear vertical surface shall be made of 10ga steel. A ¼" formed channel will be inside the rear step to allow the bumper to be used as a push bumper. The bumper shall have a 12 gauge galvanized A60 side compartments on each side. A 8' long transverse bar storage pocket the runs from the SS to the CS workbench compartments. The bumper shall have corner marker lights cut into each corner at 45-degree angles. The bumper will be equipped with a full width 6" deep rear step.

There shall be a vise mounting pocket located in the bumper. The rear outrigger cylinders are to be inside of structural tubing and all hydraulic plumbing is to be inside the tubes, exposed hydraulic hoses or steel lines will not be accepted. A 2" tow receiver shall be integrated into the rear step with a rating of 10,000 lbs tow, 1500 lbs tongue, and shall include safety chain loops on each side (A stamped tag will be permanently attached to the bump listing hitch rating. A nine (9) pin trailer plug receptacle shall be provided. Pollack Part number 12-907P and is wired using numbered pin locations/not colors. **NO EXCEPTIONS**

Vise / Grinder Mounting Plate: There shall be a removable vise mount plate located on the CS corner of the rear bumper.

Comply: **YES** / NO    Comments: \_\_\_\_\_

**CLEANING, PAINTING AND PROTECTIVE SPRAY COVERING:**

**Protective Undercoating:**

The bottoms of compartments, sub frame and entire understructure of the body shall be sprayed with a PPG Corasheild product to a thickness of 60-120 mil dry.

**Paint / Primer / Prep:**

The unit shall be chemically cleaned with 1105 degreaser, and warm water rinsed. The unit shall be primed with PPG 4940 / 4941 self-etching primer, then primed with a PRU 8632 urethane primer to 1.0 - 1.5 dry mils. The topcoat shall be Delta DFHS with 2.0 -2.5 dry mils. Color shall be White to match cab as close as possible (no exceptions).

**Protective Spray Coating:**

Locations: The center deck floor, side walls and front bulkhead along with the compartment tops and entire fronts, tail gate, bottom door frames, outside area around wheel wells, outer vertical outrigger tubes, rear bumper face & step surface shall be sprayed with a polyurethane liner and / or a soy based polyurea liner that permanently seals out rust and corrosion. Spray coatings to be applied onto a pre-painted / primed surface only, not a bare surface. (No exceptions).

Comply: **YES** / NO    Comments: \_\_\_\_\_

**TECHNICAL MANUALS:**

One (1) complete set of shop manuals (CD-ROM Version) to cover all aspects of repair, including drivability, wiring diagram and diagnostic procedures.

Comply: **YES** / NO    Comments: \_\_\_\_\_

VILLAGE OF WINNETKA, ILLINOIS

BID #016-006
BID FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Table with 2 columns: Field Name, Value. Fields include Full Name of Bidder (EJ Equipment, Inc.), Main Business Address (6949 N 3000E Road), PO Box 665, City, State, Zip Code (Manteno, IL 60950), Telephone Number (800-522-2808), Fax Number (815-468-0341), Bid Contact Person (Bill McConney), Email Address (bill@ejequipment.com).

TO: Village of Winnetka

The undersigned certifies that he is:

- checkbox the Owner/Sole Proprietor, checkbox a Member of the Partnership, checked checkbox an Officer of the Corporation, checkbox a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Kerry LeSage (President or Partner), Edward LeSage (Secretary or Partner), Edward LeSage (Vice-President or Partner), Edward LeSage (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Financial Services Coordinator, Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

VILLAGE OF WINNETKA, ILLINOIS

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the Village to verify references of business and credit at its option.

The undersigned, upon being first duly sworn, hereby certifies to the Village of Winnetka, Illinois, that all work under this bid 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.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

TOTAL BID AMOUNT- CHASSIS:

\$ 48,314.00
Total (in figures)

TOTAL BID AMOUNT- BODY AND ACCESSORIES:

\$ 71,556.00
Total (in figures)

One hundred nineteen thousand eight hundred seventy Dollars and zero Cents.
(Print or Type)

DELIVERY: 105-150 DAYS AFTER RECEIPT OF ORDER

The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X [Handwritten Signature]
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED FOR CONSIDERATION

Subscribed and sworn to before me this 22nd day of February AD, 2016

[Handwritten Signature] My Commission Expires: May 06, 2018
(Notary Public)

**VILLAGE OF WINNETKA, ILLINOIS**

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**BONDING AND INSURANCE REQUIREMENTS**

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

| <b>Instrument Type</b>   | <b>Conditions</b>  | <b>Submittal</b>   | <b>Required</b>     |
|--------------------------|--|--|---------------------|
| Bid/Proposal Security    | Not less than <b>10%</b> of the total bid amount. Security may be in the form of a bid bond, cashier's check, money order or bank draft. | With bid response.   | <b>REQUIRED</b>     |
| Performance Bond         | <b>100%</b> of the total contract award amount.  | Within fourteen (14) days upon approval of award by corporate authorities. | <b>NOT REQUIRED</b> |
| Labor and Materials Bond | <b>100%</b> of the total contract award amount.  | Within fourteen (14) days upon approval of award by corporate authorities. | <b>NOT REQUIRED</b> |
| Warranty Bond            | <b>ONE (1)</b> year warranty bond.   | Within fourteen (14) days upon approval of award by corporate authorities. | <b>REQUIRED</b>     |
| Certificate of Insurance | Requirements listed on subsequent page.  | Within fourteen (14) days upon approval of award by corporate authorities. | <b>NOT REQUIRED</b> |

**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 vendor 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.

# VILLAGE OF WINNETKA, ILLINOIS

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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 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 or service provider. The same guidelines apply to any subcontractor you hire to perform work in conjunction with this 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

All contractors or service providers shall furnish satisfactory proof that they have taken out, for the period covered by the work under this agreement, full worker's compensation insurance for all employees whom the contractor or service provider may employ in carrying out the work contemplated under this agreement. 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 this agreement.

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 this agreement.

### Section 3 GENERAL LIABILITY INSURANCE

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

### Section 4 AUTOMOBILE LIABILITY INSURANCE

The contractor 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 or service provider, shall provide statutory coverage.

All other liability coverage shall provide a total limit of liability for this 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 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.

Nothing contained within the insurance requirements shall be construed as limiting the extent of the contractor or service providers' responsibility for payment of damages resulting from his operations under this agreement.

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**Section 7 INDEMNITY**

The contractor 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 this agreement.

The required insurance liability for the project outlined in the SPECIFICATIONS section is highlighted in yellow below. Absence of highlighting indicates no proof of insurance is required for this bid:

| 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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## VILLAGE OF WINNETKA, ILLINOIS

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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 agreement 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 this 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 this contract, the contractor agrees:

## VILLAGE OF WINNETKA, ILLINOIS

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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 this 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 agreement 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 this 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

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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) **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) **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: Kerry LeSage

NAME: Kerry LeSage TITLE: President  
(Print or type)

Subscribed and sworn to me this 22<sup>nd</sup> day of February, 20 16, A.D.

By: Julie E Belan  
(Notary Public)

-Seal-



VILLAGE OF WINNETKA, ILLINOIS

|   |  |   |
|---|--|---|
| Form <b>W-9</b><br>(Rev. December 2011)<br>Department of the Treasury<br>Internal Revenue Service | <b>Request for Taxpayer<br/>                 Identification Number and Certification</b> | Give Form to the<br>requester. Do not<br>send to the IRS. |
|---|--|---|

|   |   |   |
|---|---|---|
| Print or type<br>See Specific Instructions on page 2.                       | Name (as shown on your income tax return)<br><b>EJ Equipment, Inc.</b>  |   |
|   | Business name/disregarded entity name, if different from above  |   |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ |   |
|   | <input type="checkbox"/> Exempt payee   |   |
| Address (number, street, and apt. or suite no.)<br><b>6949 N 3000E Road</b> |   | Requestor's name and address (optional) |
| City, state, and ZIP code<br><b>Manteno, IL 60950</b>                       |   |   |
| List account number(s) here (optional)                                      |   |   |

|  |   |   |   |   |   |   |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |
|--|---|---|---|---|---|---|---|---|---|--|--|---|---|---|---|---|---|---|---|---|---|
| <b>Part I Taxpayer Identification Number (TIN)</b>   |   |   |   |   |   |   |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |
| 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. |   |   |   |   |   |   |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |
| Social security number<br><table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:15%;"></td> </tr> </table>   |   |   |   |   |   |   |   |   |   |  | Employer identification number<br><table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:15%;">3</td> <td style="width:15%;">6</td> <td style="width:15%;">-</td> <td style="width:15%;">4</td> <td style="width:15%;">3</td> <td style="width:15%;">1</td> <td style="width:15%;">6</td> <td style="width:15%;">8</td> <td style="width:15%;">6</td> <td style="width:15%;">3</td> </tr> </table> | 3 | 6 | - | 4 | 3 | 1 | 6 | 8 | 6 | 3 |
|  |   |   |   |   |   |   |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |
| 3  | 6 | - | 4 | 3 | 1 | 6 | 8 | 6 | 3 |  |  |   |   |   |   |   |   |   |   |   |   |
| Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.  |   |   |   |   |   |   |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |

|  |   |
|--|---|
| <b>Part II Certification</b>   |   |
| 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 ▶ <i>Julie Balan</i><br>Date ▶ 2-16-2016 |

**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 for 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.

**Note.** 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.

**Please submit completed W-9 form with your bid proposal**

## VILLAGE OF WINNETKA, ILLINOIS

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### REFERENCES

The vendor 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 bidder is a new business, provide references that will enable the Village to determine if bidder is responsible.

|                          |                          |
|--------------------------|--------------------------|
| <b>COMPANY NAME:</b>     | Lake County Public Works |
| <b>ADDRESS:</b>          | 648 Winchester Road      |
|                          | Libertyville, IL 60048   |
|                          |                          |
| <b>CONTACT PERSON:</b>   | Mike Grinnell            |
| <b>TELEPHONE NUMBER:</b> | 847-377-7172             |

|                          |                     |
|--------------------------|---------------------|
| <b>COMPANY NAME:</b>     | Village of Wilmette |
| <b>ADDRESS:</b>          | 711 Laramie Avenue  |
|                          | Wilmette, IL 60091  |
|                          |                     |
| <b>CONTACT PERSON:</b>   | Kurt Smith          |
| <b>TELEPHONE NUMBER:</b> | 847-659-7593        |

|                          |                      |
|--------------------------|----------------------|
| <b>COMPANY NAME:</b>     | Village of Algonquin |
| <b>ADDRESS:</b>          | 110 Meyer Road       |
|                          | Algonquin, IL 60102  |
|                          |                      |
| <b>CONTACT PERSON:</b>   | Mike Reif            |
| <b>TELEPHONE NUMBER:</b> | 847-659-2754         |

|                          |                      |
|--------------------------|----------------------|
| <b>COMPANY NAME:</b>     | Karl Sasgen Services |
| <b>ADDRESS:</b>          | 20620 Isola Avenue   |
|                          | Lake Villa, IL 60046 |
|                          |                      |
| <b>CONTACT PERSON:</b>   | Karl Sasgen          |
| <b>TELEPHONE NUMBER:</b> | 847-456-8120         |

|  |    |
|--|----|
| <b>STATE THE NUMBER OF YEARS IN BUSINESS:</b>          | 16 |
| <b>STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:</b> | 30 |



**VILLAGE OF WINNETKA, ILLINOIS**

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|                             |  |
|-----------------------------|--|
| <b>COMPANY NAME:</b>        |  |
| <b>ADDRESS:</b>             |  |
|                             |  |
|                             |  |
| <b>CONTACT PERSON:</b>      |  |
| <b>TELEPHONE NUMBER:</b>    |  |
| <b>WORK TO BE PROVIDED:</b> |  |

|                             |  |
|-----------------------------|--|
| <b>COMPANY NAME:</b>        |  |
| <b>ADDRESS:</b>             |  |
|                             |  |
|                             |  |
| <b>CONTACT PERSON:</b>      |  |
| <b>TELEPHONE NUMBER:</b>    |  |
| <b>WORK TO BE PROVIDED:</b> |  |

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 this contract, and must be passed on to the Village of Winnetka.

**FAILURE TO PROVIDE SUBCONTRACTORS MAY BE JUST CAUSE FOR REJECTION OF OFFEROR'S PROPOSAL.**



## Agenda Item Executive Summary

**Title:** Change Order for Primary Cable, The Okonite Company

**Presenter:** Brian Keys, Director of Water & Electric

**Agenda Date:** 03/17/2016

**Consent:**  YES  NO

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

### Item History:

In December 2015, The Okonite Company was awarded Bid #015-026 by the Village Council for primary cable required during the timeframe of January 1, 2016 through December 31, 2016. As presented in the 2016 budget, one of the department goals is to continue with the replacement of aging 5kV and 15kV cable on the electric distribution system.

### Executive Summary:

In order to insure that sufficient cable is in inventory, staff is requesting approval to order additional cable at the agreed upon unit price from The Okonite Company. Staff is requesting authorization to purchase 4,500 feet of 15kV 3-1/c 4/0 copper cable. Manufacturing lead time for this cable is 14-16 weeks. The requested change order amount is \$96,556.

The FY 2016 Electric Fund budget contains \$404,673 (account #500.42.31-660) for the purchase of cable. To date, the Village Council has authorized \$107,959 toward the purchase of cable.

### Recommendation:

Consider authorizing the Village Manager to award a change order to the Okonite Company in the amount of \$96,566 for the purchase of 15kV three phase 4/0 copper cable at the unit prices bid, subject to the terms and conditions of Bid #015-026.

### Attachments:

Agenda Report dated March 8, 2016

**AGENDA REPORT**

**SUBJECT:** Change Order for Primary Cable, The Okonite Company

**PREPARED BY:** Brian Keys, Director Water & Electric

**REF:** December 15, 2015 Village Council Meeting, pp. 53-57  
 October 27, 2015 Budget Review Meeting

**DATE:** March 8, 2016

In December 2015, The Okonite Company was awarded Bid #015-026 by the Village Council for primary cable required during the timeframe of January 1, 2016 through December 31, 2016. As presented in the 2016 budget, one of the department goals is to continue with the replacement of aging 5kV and 15kV cable on the electric distribution system. In order to insure that sufficient cable is in inventory, staff is requesting approval to order additional cable at the agreed upon unit price from The Okonite Company.

Staff is requesting authorization to purchase 4,500 feet of 15kV 3-1/c 4/0 copper cable. This cable is typically used in applications to connect switchgear or between switchgear and the overhead system. Manufacturing lead time for this cable is 14-16 weeks. The requested change order amount is \$96,556. The change order amount includes additional funds for manufacturing length tolerances and packaging as noted below.

**15kV PRIMARY CABLE**

| <b>Quantity Required</b><br>4,500 ft., 3-1/c 4/0 Triplex | <b>Metals Escalation</b> | <b>Shipping Length Tolerance (5%) &amp; Packaging</b> | <b>Requested Amount</b> |
|--|--------------------------|---|-------------------------|
| \$91,957.50  | \$0                      | \$4,597.88  | \$96,555.38             |

↓  
\$96,556

The FY 2016 Electric Fund budget contains \$404,673 (account #500.42.31-660) for the purchase of cable. To date, the Village Council has authorized \$107,959 toward the purchase of cable.

**Recommendation:**

Consider authorizing the Village Manager to award a change order to the Okonite Company in the amount of \$96,566 for the purchase of 15kV three phase 4/0 copper cable at the unit prices bid, subject to the terms and conditions of Bid #015-026.



## Agenda Item Executive Summary

**Title:** Annual Outdoor Seating Permits

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

**Agenda Date:** 03/17/2016

**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:

Annual outdoor seating permit approval, as required for commercial use of Village sidewalks (Village Code Section 12.04.070).

### Executive Summary:

The Village Code requires Village Council permission for businesses to operate on public sidewalks. Thirteen (13) Winnetka businesses have applied for outdoor seating permits. All the applicants submitted proposed layout sketches and certificates of insurance showing at least \$2,000,000 general aggregate liability, naming the Village as an additional insured.

Finance Director Tim Sloth is in the process of reviewing and approving the insurance certificates, and Public Works Director Steve Saunders will inspect the requested table layouts. Staff will work with the applicants to assure appropriate passage of pedestrians.

### Recommendation:

Consider approval of the 2016 Outdoor Seating Permit applications, pending final insurance certificate and table layout approval by the Village.

### Attachments:

Attachment 1: 2016 Outdoor Seating Applicants

**Appendix to Winnetka Village Code Chapter 5.09**

**Authorized Liquor Licenses**

| <b>Classification</b>     | <b>Number</b> | <b>Licensee</b>   |
|---------------------------|---------------|---|
| A                         | 4             | Kyoto<br>Michael<br>Lemongrass<br>Little Lan's  |
| A-1                       | 6             | Avli Restaurant, Inc.<br>Corner Cooks/Jerry's<br>Café Aroma<br>Little Ricky's<br>Mirani's<br>O'Neil's |
| B                         | 2             | Grand Food Center<br>Lakeside Foods   |
| C                         | Unlimited     | Issued on an event-by-event basis   |
| D                         | 1             | Acute Angle Wines   |
| E                         | 0             |   |
| E-1                       | 0             |   |
| E-2                       | 1             | The Winnetka Wine Shop, LLC   |
| TV Rider                  | 2             | Avli Restaurant, Inc.<br>Little Ricky's   |
| Packaged Meal Rider       | 1             | Avli Restaurant, Inc.   |
| Sidewalk Restaurant Rider | 4             | Corner Cooks<br>Little Ricky's<br>Mirani's<br>Cafe Aroma  |
| P                         | 1             | Winnetka Park District  |



## Agenda Item Executive Summary

**Title:** Stormwater Monthly Summary Report

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

**Agenda Date:** 03/17/2016

**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:

Monthly Report

### Executive Summary:

The Village Council has placed a standing item in its regular meeting agenda for updates on the Village's progress towards providing relief from stormwater and sewer flooding. This monthly report brings together status, cost, and schedule information, for each separate stormwater project, in one place.

The report includes a summary Agenda Report, which provides a brief outline and summary of each major stormwater project currently being undertaken by the Village. The report also contains a program budget, providing financial information for the stormwater and sanitary sewer improvement programs.

### Recommendation:

Informational report - no action required.

### Attachments:

1. Project Summary Report
2. Program Budget

## **Agenda Report**

**Subject: Stormwater Update – March 2016**

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

Date: March 8, 2016

### **Active Projects**

#### **Non-STADI Alternative Evaluation**

##### Activity Summary

On October 6, 2015, the Village contracted with Strand Associates for engineering services to re-evaluate the Village's western drainage basins for creative, cost-effective non-STADI improvements for storms ranging from the 10-year to the 100-year event, taking into account the Village's flood-control goals and objectives. Strand is taking a holistic approach to this project, to include consideration of grey and green infrastructure approaches, conveyance, detention, retention, infiltration, property buyout or individual protection retrofit programs, and a host of other traditional and emerging stormwater management technologies. The contract is scheduled for completion in April of 2016.

Strand held their Exploration Phase Public Open Houses on March 3 and March 5 at the Winnetka Community House. At these meetings, Strand communicated a variety of conceptual stormwater solutions. After an introductory presentation, residents attended breakout stations to view conceptual improvements and provide direct comments and input. Strand is preparing for the next public meeting, the Vision Phase, scheduled for April 12, at 7:00 p.m., at the Washburne Middle School Auditorium. This meeting will include a presentation from Strand summarizing Study findings to-date, and present further details, including costs and protection levels, of recommended stormwater management alternatives. Public comment and input will be taken so that recommendations can be fine-tuned and formalized for presentation to the Village Council in late-April.

The Village will be advertising and promoting the Vision Phase meeting to all Village households via the Winnetka Current. In addition, the Village will publicize the meeting through the Village website news, E-Winnetka, Stormwater E-Alerts, and a Press Release. We also continue to add content to the new Stormwater Alternatives Evaluation portion of the Village website (<http://www.villageofwinnetka.org/residents/stormwater-alternatives-evaluation/>).

Budget Summary Strand Associates' contract fee for this work is \$256,050. The Village has expended \$161,950 to date.

6-Month Look Ahead The project team will:

1. Complete the evaluation
2. Present a report to the Village Council in April, 2016

### **Boal Parkway Neighborhood Improvements**

Activity Summary In 2014, the Village of Winnetka participated in the development of a “Water Solutions Project”, funded by an “IKE” Grant administered by the Illinois Department of Commerce and Economic Opportunity. The focus of the grant was on community planning to address the needs and issues of the population groups most significantly impacted by the 2008 floods associated with Hurricane Ike. The Water Solutions Project was a series of four pilot studies in three communities and a template that was to be used for future studies. Winnetka’s participation role in the study was the investigation of flooding along Boal Parkway. Among other recommendations, this study identified a stormwater pumping station to reduce the duration and extent of flooding resulting from smaller, more frequent storm events.

On March 1, the Village Council awarded a contract for this work to H.R. Green Associates for \$48,786. Work will commence in March.

Budget Summary The FY 2016 budget contains \$50,000 for engineering this project.

6-Month Look Ahead The project team will:

1. Begin engineering design

### **Public Outreach**

Activity Summary Recent activity has continued to focus on promotion of the Stormwater Alternatives Study. We would like to call attention to a video of the Exploration Phase Open House presentation. The video is posted online at: <http://www.villageofwinnetka.org/government/village-videos/> (select category “Stormwater Videos”). To-date, the Village has already registered 60 plus subscribers to our new Stormwater E-Alerts feature. We also encourage residents to provide Strand further comments about the study and the conceptual alternatives. The Comment Card used at the Exploration Phase Open Houses is now available on the Village website for completion at: <http://www.villageofwinnetka.org/residents/stormwater-alternatives-study/public-meeting-highlights/march-2016-open-house/>. Form submittals will be shared with Strand to influence the refinement of alternative recommendations. Residents may also submit comments directly via [stormwatercomments@winnetka.org](mailto:stormwatercomments@winnetka.org).

In January, Staff completed the migration of the Stormwater Management Program dedicated website to the Village website. Residents will now find all the content formerly posted at [www.winnetkastormwaterplan.com](http://www.winnetkastormwaterplan.com) under the heading of Stormwater Management Program at: [www.villageofwinnetka.org/residents/stormwater-](http://www.villageofwinnetka.org/residents/stormwater-)

[management-program/](#). Two new tools have recently become available for residents in this website section: dedicated Stormwater Documents and Stormwater Frequently Asked Questions tools.

<http://www.villageofwinnetka.org/residents/stormwater-management/stormwater-documents/>

<http://www.villageofwinnetka.org/residents/stormwater-management/stormwater-faq/>

The Village will continue to add materials to these tools, so that they become a complete and organized repository for all stormwater materials.

Staff continues preparations for Strand’s next public engagement process, the Vision Phase Workshop, which is scheduled for Tuesday, April 12, 2016. We plan to cancel the Council’s regular Study Session in order to conduct this meeting. Materials advertising this meeting will begin to be distributed at the end of March. Also please look forward to a feature on the Stormwater Alternatives Study in the Spring edition of the Winnetka Report, scheduled to hit doorsteps beginning on March 31, 2016.

Budget Summary There is no separate budget associated with this activity.

6-Month Look Ahead Having completed the “Exploration Phase” of their public engagement strategy (four of six meetings in their Scope of Work), the next engagement meetings are centered on the “Vision Phase”. Staff will continue to use E-Winnetka, the Winnetka Report, and Village website to communicate as the Alternative Evaluation progresses.

## **Sanitary Sewer Evaluation**

Activity Summary The Village has awarded contracts for sewer lining and manhole lining to address sanitary sewer deficiencies identified during the evaluation. 2015 construction is complete. Staff has identified lining projects to be completed in 2016 and will jointly contract for this work with other municipalities through the Municipal Partnering Initiative.

Budget Summary The Village has expended \$579,266.

6-Month Look Ahead The project team will:

1. Close the contracts
2. Contract for the 2016 project.

## **Ravine/Sheridan Road Improvements**

Activity Summary IDOT is planning pavement and drainage improvements for the area. The contract has been awarded and construction is expected to start in Spring, 2016. IDOT has identified two Village utilities – a pad-mount transformer and a lift station control panel – that need to be relocated to facilitate project construction. IDOT will reimburse the Village for its expenses to relocate these utilities. Utility relocation is underway.

Budget Summary This project is funded in its entirety by IDOT.

6-Month Look Ahead The project team will:

1. Complete utility relocation
2. Monitor IDOT activities
3. Update the Council as needed

## **Completed Projects**

### **Ash Street Pump Station**

Construction is complete and the station is operational. The Village expended \$262,826.

### **NW Winnetka (Greenwood/Forest Glen)**

Construction on this project is complete, and staff is completing contract closeout activities. The total net cost for the project, including engineering, pond restoration, and \$ 2 million in MWRD funding, is \$4,532,616.

### **Willow Road Stormwater Tunnel and Area Drainage Improvements (STADI)**

After reviewing the most recent project cost estimate of \$81.3 million, and discussing possible options for going forward, the Council concurred that no further work should be undertaken on the STADI project at this time. Rather, the Village should focus on identifying and evaluating other non-STADI alternatives to provide significant stormwater flood relief to STADI project areas. The Village has expended \$926,376 to date including the 2012 feasibility study.

### **Stormwater Master Plan (SMP)**

The Council adopted the plan at its April 17, 2014 meeting. The Village expended \$100,932 on this project.

### **Spruce Outlet (Lloyd)**

The project is complete and operational and the Village expended \$296,299.

### **Spruce Outlet (Tower)**

The project is complete and operational. The Village expended \$1,269,716.

**Winnetka Avenue Pump Station**

Construction of the Pump Station is complete and the station is operational and the Village expended \$1,071,706.

**Stormwater Utility Implementation**

The utility was implemented effective July 1 and the project team is responding to resident inquiries as needed. MFSG's contract for staffing the customer support line ended, and Public Works staff has taken the lead in phone and email communications. The Village has expended \$179,516.

A summary budget document showing planned and actual expenditures for all of the planned, ongoing, and completed projects is attached.

**Recommendation:**

1. Informational report.

**Attachments:**

1. Program Budget

**ATTACHMENT #1  
PROGRAM BUDGET**

Village of Winnetka  
Stormwater Management Program Budget

March, 2016

| Project                                       | Initial Estimated Project Costs<br>(2011) | Estimated Program Costs<br>August 2013 | Current Estimated Project<br>Costs | Council Authorized  | Spent               | Comments  |
|---|---|--|------------------------------------|---------------------|---------------------|---|
| <b>Stormwater Fund</b>                        |   |  |                                    |                     |                     |   |
| <b>58.75.640.601</b>                          |   |  |                                    |                     |                     |   |
| <b>Completed Projects</b>                     | <b>\$ 38,099,338</b>                      | <b>\$ 41,462,997</b>                   | <b>\$ 8,673,694</b>                | <b>\$ 8,848,055</b> | <b>\$ 8,657,914</b> |   |
| Winnetka Avenue Pump Station                  | \$ 750,000                                | \$ 1,002,300                           | \$ 1,071,706                       | \$ 1,071,706        | \$ 1,071,706        | Complete. Initial cost estimate \$750k from 2009 study.   |
| Tower Road/Old Green Bay                      | \$ 1,394,244                              | \$ 1,162,853                           | \$ 1,269,716                       | \$ 1,269,716        | \$ 1,269,716        | Complete  |
| NW WinnetkaGreenwood/Forest Glen              | \$ 2,880,887                              | \$ 4,266,924                           | \$ 4,532,616                       | \$ 4,706,977        | \$ 4,516,836        | Complete pending final payment  |
| Lloyd Park/Spruce Street Outlet               | \$ 475,510                                | \$ 398,786                             | \$ 296,299                         | \$ 296,299          | \$ 296,299          | Complete  |
| Stormwater Utility Study/Implementation       | \$ 50,000                                 | \$ 161,866                             | \$ 179,516                         | \$ 179,516          | \$ 179,516          | Complete - includes customer support services   |
| Stormwater Master Plan                        | \$ 50,000                                 | \$ 101,220                             | \$ 100,932                         | \$ 100,932          | \$ 100,932          | Complete  |
| Willow Road STADI Project                     | \$ 32,498,697                             | \$ 34,369,048                          | \$ 926,376                         | \$ 926,376          | \$ 926,376          | Project suspended effective 9/1/2015.   |
| Ash Street Pump Station                       | \$ -                                      | \$ -                                   | \$ 262,825                         | \$ 262,825          | \$ 262,825          | Complete  |
| STADI Cost Evaluation/Value Engineering       | \$ -                                      | \$ -                                   | \$ 33,708                          | \$ 33,708           | \$ 33,708           | Cost estimate complete. Value engineering not authorized.   |
| <b>Non-STADI Alternatives</b>                 | <b>\$ -</b>                               | <b>\$ -</b>                            | <b>\$ 256,050</b>                  | <b>\$ 256,050</b>   | <b>\$ 161,950</b>   |   |
| Identification and Evaluation of Alternatives |   |  | \$ 256,050                         | \$ 256,050          | \$ 161,950          | Contract awarded October 6, 2015. Payments to date.   |
| Permitting and Design                         |   |  | \$ -                               | \$ -                | \$ -                |   |
| Construction                                  |   |  | \$ -                               | \$ -                | \$ -                |   |
| Construction Observation/Engineering          |   |  | \$ -                               | \$ -                | \$ -                |   |
| Project Management                            |   |  | \$ -                               | \$ -                | \$ -                |   |
| <b>Boal Parkway Improvements</b>              | <b>\$ -</b>                               | <b>\$ -</b>                            | <b>\$ 398,786</b>                  | <b>\$ 48,786</b>    | <b>\$ -</b>         |   |
| Design Engineering                            |   |  | \$ 48,786                          | \$ 48,786           | \$ -                | Budgeted FY 2016. Contract awarded 3/1/16.  |
| Construction                                  |   |  | \$ 350,000                         | \$ -                | \$ -                | Budgeted FY 2017.   |
| Construction Observation/Engineering          |   |  | \$ -                               | \$ -                | \$ -                |   |
| Project Management                            |   |  | \$ -                               | \$ -                | \$ -                |   |
| <b>Total Stormwater Program Costs</b>         | <b>\$ 38,099,338</b>                      | <b>\$ 41,462,997</b>                   | <b>\$ 9,328,530</b>                | <b>\$ 9,152,891</b> | <b>\$ 8,819,864</b> |   |
| <b>Sanitary Sewer Fund</b>                    |   |  |                                    |                     |                     |   |
| <b>54.70.640.201</b>                          |   |  |                                    |                     |                     |   |
| Sanitary Sewer Studies/Engineering            | \$ 150,000                                | \$ 150,000                             | \$ 187,247                         | \$ 187,247          | \$ 184,008          | Complete. Includes initial system evaluation, smoke and dyed-water testing, and engineering             |
| System I & I repairs                          | \$ 1,000,000                              | \$ 1,000,000                           | \$ 960,000                         | \$ 443,135          | \$ 395,258          | Council awarded manhole and sewer lining contracts in 2014, construction complete except for punch list |
| <b>Total Sanitary Sewer Costs</b>             | <b>\$ 1,150,000</b>                       | <b>\$ 1,150,000</b>                    | <b>\$ 1,147,247</b>                | <b>\$ 630,382</b>   | <b>\$ 579,266</b>   |   |



## Agenda Item Executive Summary

**Title:** Ordinance No. M-3-2016: 523 Hoyt Lane, Variations for Air Conditioning Units (Introduction/Adoption)

**Presenter:** Michael D'Onofrio, Director of Community Development

**Agenda Date:** 03/17/2016

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

**Consent:**  YES  NO

### Item History:

None

### Executive Summary:

The request is for variations from Sections 17.24.020 [Permitted Uses] and 17.30.050 [Front and Corner Yard Setbacks] of the Winnetka Zoning Ordinance to permit an area well to house air conditioning units that will result in a front yard setback of 45.76 ft., whereas a minimum of 50 ft. is required, a variation of 4.24 ft. (8.48%).

The zoning ordinance states that air conditioning units shall not be located within a required yard. Also, the area well is not a permitted encroachment into the front yard, area wells are only permitted to encroach side yards. Hoyt Lane is a private road with a 20 ft. easement for ingress and egress. The west 10 ft. of 523 Hoyt Ln. constitutes 10 ft. of the 20 ft. easement. The front yard setback is measured from the outermost limits of the private road easement. The southwest corner of the residence is located 56.57 ft. east of the private road easement and the area well extends 10.81 ft. west, providing a setback of 45.76 ft. There are six A/C units in the area well; three of which comply with the 50 ft. front yard setback.

The Zoning Board of Appeals considered the application at its meeting on January 11, 2016. With a vote of 6 to 0, the Board recommended approval of the variation request.

### Recommendation:

Consider introduction of Ordinance No. M-3-2016, granting variations from the permitted uses and front setback regulations to allow an area well to house air conditioning units.

Or

Consider waiving introduction of Ordinance No. M-3-2016 and consider adoption, granting variations from the permitted uses and front setback regulations to allow an area well to house air conditioning units.

### Attachments:

- Agenda Report
- Attachment A: Zoning Matrix
- Attachment B: Ordinance No. M-3-2016
- Attachment C: GIS Aerial Map
- Attachment D: Application Materials
- Attachment E: June 2010 Plan
- Attachment F: August 8, 2011 ZBA meeting minutes

## AGENDA REPORT

**TO:** Village Council

**PREPARED BY:** Michael D'Onofrio, Director of Community Development

**SUBJECT:** 523 Hoyt Ln., Ord. M-3-2016  
(1) Permitted Uses  
(2) Front Yard Setback

**DATE:** February 23, 2016

Ordinance M-3-2016 grants variations from Sections 17.24.020 [Permitted Uses] and 17.30.050 [Front and Corner Yard Setbacks] of the Winnetka Zoning Ordinance to permit an area well to house air conditioning units that will result in a front yard setback of 45.76 ft., whereas a minimum of 50 ft. is required, a variation of 4.24 ft. (8.48%).

The variations are being requested to permit an area well and three A/C units within the required front yard setback. Section 17.24.020 of the zoning ordinance states that air conditioning units shall not be located within a required yard. Also, the area well is not a permitted encroachment into the front yard, area wells are only permitted to encroach side yards (Section 17.30.130). Hoyt Lane is a private road with a 20 ft. easement for ingress and egress. The west 10 ft. of 523 Hoyt Ln. constitutes 10 ft. of the 20 ft. easement. The front yard setback is measured from the outermost limits of the private road easement. The southwest corner of the residence is located 56.57 ft. east of the private road easement and the area well extends 10.81 ft. west, providing a setback of 45.76 ft. There are six A/C units in the area well; three of which comply with the 50 ft. front yard setback.

On June 22, 2010 the area well and A/C units were approved based on a plan that was submitted June 21, 2010 identifying that the area well and A/C units complied with both the front and side yard setbacks (Attachment E). On August 25, 2010 it was brought to the Department's attention that the units encroached the required front yard setback and upon further review it was determined that the plan submitted on June 21, 2010 incorrectly depicted the front setback from the property line, not the outermost limits of the private road easement.

Consequently, the petitioners filed a variation application June 30, 2011 for the same variations currently being considered. At the August 8, 2011 ZBA meeting Case No. 11-19-V2 was continued at the request of the applicant in order to allow the applicant time to consider options to address the situation (Attachment F). Staff met with the applicant after the August 2011 meeting. No action was taken until the submittal of the current application.

The residence at 523 Hoyt Ln. was completed in 2010. In July 2010 a permit for a pool and terrace were issued. The property is located in the R-2 Single Family Residential District. The petitioners purchased the property in March 2010.

The case referenced above is the only previous zoning case for this property.

**Recommendation of Advisory Board**

The Zoning Board of Appeals considered the application at its meeting January 11, 2016. With a vote of 6 to 0, the Board recommended approval of the variation request.

**Recommendation**

Consider introduction of Ord. M-3-2016, granting variations from the permitted uses and front setback regulations to allow an area well to house air conditioning units.

Or

Consider waiving introduction of Ord. M-3-2016 and consider adoption, granting variations from the permitted uses and front setback regulations to allow an area well to house air conditioning units.

**Attachments**

- Attachment A: Zoning Matrix
- Attachment B: Ordinance M-3-2016
- Attachment C: GIS Aerial Map
- Attachment D: Application Materials
- Attachment E: June 2010 Plan
- Attachment F: August 8, 2011 ZBA meeting minutes

**ATTACHMENT A**

**ZONING MATRIX**

**ADDRESS: 523 Hoyt Ln.**  
**CASE NO: 16-01-V2**  
**ZONING: R-2**

| <b>ITEM</b>              | <b>REQUIREMENT</b> | <b>EXISTING</b> | <b>PROPOSED</b> | <b>TOTAL</b> | <b>STATUS</b>                    |
|--------------------------|--------------------|-----------------|-----------------|--------------|----------------------------------|
| Min. Lot Size            | 24,000 SF          | 34,620 SF (1)   | N/A             | N/A          | OK                               |
| Min. Average Lot Width   | 100 FT             | 110.25 FT       | N/A             | N/A          | OK                               |
| Max. Roofed Lot Coverage | 8,655 SF (2)       | 7,067.55 SF     | N/A             | 7,067.55 SF  | OK                               |
| Max. Gross Floor Area    | 9,777.6 SF (2)     | 9,769.34 SF     | N/A             | 9,769.34 SF  | OK                               |
| Max. Impermeable Surface | 17,310 SF (2)      | 16,630.55 SF    | N/A             | 16,630.55 SF | OK                               |
| Min. Front Yard (West)   | 50 FT (3)          | 50.15 FT (4)    | 45.76 FT        | N/A          | <b>4.24 FT (8.48%) VARIATION</b> |
| Min. Front Yard (East)   | 50 FT              | (+) 50 FT       | N/A             | N/A          | OK                               |
| Min. Side Yard (South)   | 12 FT              | 12.06 FT        | 12.56 FT        | N/A          | OK                               |
| Min. Total Side Yards    | 33.07 FT           | 33.1 FT         | N/A             | N/A          | OK                               |

**NOTES:**

- (1) Excludes area of private road easement (1,120 s.f.).
- (2) Based on lot area of 34,620 SF
- (3) Measured from the private road easement.
- (4) Setback to northwest corner of residence.

# ATTACHMENT B

ORDINANCE NO. M-3-2016

**AN ORDINANCE GRANTING VARIATIONS  
FROM THE WINNETKA ZONING ORDINANCE  
FOR THE LOCATION OF AIR CONDITIONING UNITS  
WITHIN THE R-2 SINGLE FAMILY ZONING DISTRICT  
(523 Hoyt Lane)**

**WHEREAS**, Chicago Title Land Trust Company, as trustee under trust agreement dated March 1, 2010, and known as Trust Number 8002354581 ("**Applicant**"), is the record title owner of the parcel of real property commonly known as 523 Hoyt Lane in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

**WHEREAS**, the Subject Property is improved with a single family residence ("**Building**"), including a below-grade well and air conditioning units (collectively, "**Air Conditioning Units**") located within the front yard of the Subject Property, adjacent to the Building; and

**WHEREAS**, the Subject Property is located within the R-2 Single Family Residential District of the Village ("**R-2 District**"); and

**WHEREAS**, Section 17.24.020 of the Zoning Ordinance prohibits air conditioning units to be located within a required yard of a property located within the R-2 District; and

**WHEREAS**, pursuant to Section 17.30.050 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), the Subject Property must have a front yard setback of at least 50 feet; and

**WHEREAS**, the Air Conditioning Units are located in the front yard of the Subject Property, in violation of Section 17.24.020 of the Zoning Ordinance, resulting in a front yard setback of 45.76 feet, in violation of Section 17.30.050 of the Zoning Ordinance; and

**WHEREAS**, the Applicant filed an application for variations from Sections 17.30.020 and 17.30.050 of the Zoning Ordinance to allow the Air Conditioning Units to be located in the front yard of the Subject Property with a front yard setback of 45.76 feet ("**Variations**"); and

**WHEREAS**, on January 11, 2016, after due notice thereof, the Zoning Board of Appeals ("**ZBA**") conducted a public hearing on the Variations and, by the unanimous vote of the six members then present, recommended that the Council of the Village of Winnetka ("**Village Council**") approve the Variations; and

**WHEREAS**, pursuant to Chapter 17.60 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Variations, which findings are set forth in the ZBA public hearing minutes attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and

**WHEREAS**, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Variations are in harmony with the general purpose and intent of the Zoning Ordinance and are in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provisions or regulations of the Zoning Ordinance from which the Variations have been sought; and

**WHEREAS**, the Village Council has determined that approval of the Variations 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 incorporated into this section as the findings of the Village Council, as if fully set forth herein.

**SECTION 2: APPROVAL OF VARIATIONS.** Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variations are granted pursuant to and in accordance with Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

**SECTION 3: CONDITIONS.** The Variations granted by Section 2 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

- A. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Air Conditioning Units and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- B. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- C. **Compliance with Plans.** The development, use, and maintenance of the Air Conditioning Units on the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards: the "Record Topographic Plan" prepared by

Pearson, Brown & Associates, Inc., consisting of one sheet, and with a latest revision date of December 15, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**.

**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 and each of its heirs, representatives, successors, and assigns.

**SECTION 5: FAILURE TO COMPLY.** Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals 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, from time to time, be amended. 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: AMENDMENTS.** Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

**SECTION 7: SEVERABILITY.** If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

**SECTION 8: EFFECTIVE DATE.**

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

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit D** 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 8.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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 \_\_\_\_\_, 2016.

Introduced: March 17, 2016

Passed and Approved: \_\_\_\_\_, 2016

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

Lot 4 in Hoyt's Subdivision of Block 19 in Winnetka; being a subdivision in the Northeast Quarter of Section 20 and the North Half of Fractional Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded February 5, 1960 as Document 17775642, all in the Village of Winnetka, Cook County, Illinois.

Commonly known as: 523 Hoyt Lane, Winnetka, Illinois.

**EXHIBIT B**  
**WINNETKA ZONING BOARD OF APPEALS**  
**JANUARY 11, 2016**  
**EXCERPT OF MINUTES**

**Zoning Board Members Present:** Joni Johnson, Chairperson  
Chris Blum  
Mary Hickey  
Thomas Kehoe  
Carl Lane  
Mark Naumann

**Zoning Board Members Absent:** Kathleen Kumer

**Village Staff:** Michael D’Onofrio, Director of Community  
Development  
Ann Klaassen, Planning Assistant

**Village Attorney:** Karl Camillucci

**Agenda Items:**

\*\*\*

**Case No. 16-01-V2:** 523 Hoyt Lane  
Gerald and Maureen Corcoran  
Variations by Ordinance  
1. Permitted Uses  
2. Front Yard Setback

**523 Hoyt Lane, Case No. 16-01-V2, Gerald and Maureen Corcoran, Variations by Ordinance – (1) Permitted Uses and (2) Front Yard Setback**

Mr. D’Onofrio read the public notice. The purpose of this hearing is to hear testimony and receive public comment regarding a request by Gerald and Maureen Corcoran concerning Variations by Ordinance from Sections 17.24.020 [Permitted Uses] and 17.30.050 [Front and Corner Yard Setbacks] of the Winnetka Zoning Ordinance to permit an area well to house air conditioning units that will result in a front yard setback of 45.76 ft., whereas a minimum of 50 ft. is required, a variation of 4.24 ft. (8.48%).

Chairperson Johnson swore in those that would be speaking on this case.

Gerald Corcoran introduced himself and his wife, Maureen, as the owners of the property, along with their attorney, Hal Francke of Meltzer, Purtil & Stelle and John Carlson of Carlson Landscape Associates as the landscape architect. Mr. Corcoran stated that they appreciated the opportunity to appear for a variance request. He stated that they are seeking variations to allow a 4 foot encroachment into the 50 front yard setback of the zoning ordinance in order to retain the existing below ground concrete vault for the air conditioning units. He stated that he would begin his presentation by stating that they never would have proceeded with the construction of the home with the intention of seeking a zoning variation and that there are circumstances which bring them to their current situation that are the result of the following factors.

Mr. Corcoran stated that the first factor related to the somewhat unique situation of their home on a private street and second, the inadvertent error that occurred when their landscape architect prepared significant construction plans for a landscaped vault. He stated that the third factor was the inadvertent error that occurred when those plans were

reviewed by the Village and the fourth was the manner in which their builder proceeded to construct their home. Mr. Corcoran then stated that he would start with their builder, Heritage Luxury Builders.

Mr. Corcoran stated that as many of them know, Heritage is owned and operated by Leo Birov. He informed the Board that when they negotiated the purchase of their home in 2009, the air conditioning units were to be placed in window wells at the rear of the home. Mr. Corcoran stated that when they expressed concern that the units could not operate properly in that contained area, Mr. Birov agreed to relocate the units to an at grade location on the south side of the home which is one of the side yards. He stated that they then proceeded with the purchase of the home not knowing that the air conditioning units could not be located in the side yard. Mr. Corcoran stated that they learned of that when it came time to install the units in March 2010.

Mr. Corcoran stated that at that time, Mr. Birov told them that he would place them in the front of the home and relocate them to the side yard after the construction. He informed the Board that he told Mr. Birov that he would not agree with that plan of action and that unfortunately, they were left with few options. Mr. Corcoran stated that all of the electrical and refrigeration lines were already in place.

Mr. Corcoran then stated that relations with Mr. Birov had become strained and that he refused to address any of their concerns with regard to the siting of the air conditioning units due to the cost of retrofitting the refrigeration lines. He stated that at that time, he decided to undertake the cost of placing the air conditioning units below grade in a window well located at the southwest corner of the front of the home. Mr. Corcoran stated that they wanted this to be a win-win for them and the neighbors and that by placing the units below grade and landscaping the area, it would reduce the amount of noise.

Mr. Corcoran informed the Board that the next step was the engineering of the well and approval by the Village which was when it was determined that an inadvertent error was discovered which was not caught during the plan review process. He stated that given the very strained relationship with Heritage, he asked their landscape architect, John Carlson, to help. Mr. Corcoran stated that Mr. Carlson developed plans for the construction of the vault and located them in an area which they believed complied with the zoning ordinance. He then stated that in June 2010, John submitted the drawings to the Community Development Department which permitted the vault's location at the front of the home. Mr. Corcoran stated that on June 7, 2010, Jill Morgan of the Community Development Department staff stated that this was an acceptable location. He indicated that unfortunately, the drawing that Ms. Morgan relied on measured the required 50 yard setback from the western edge of the property which is the center of Hoyt Lane which is where the unintended misunderstanding took place. Mr. Corcoran stated that they went forward thinking that the setback as drawn was acceptable with regard to the zoning code. He stated that they then prepared detailed drawings for Heritage to review and submit to the Village for approval but that these detailed drawings were truncated in that the incorrectly measured setback line cannot be seen. Mr. Corcoran stated that the Village approved the plans and the vault was built.

Mr. Corcoran informed the Board that in August 2010, it was determined that the vault was in violation of the code and that they realized after reviewing the series of communications that the setback was measured incorrectly. He stated that the vault was located 4 feet into the required 50 foot setback and that only three of the air conditioning units on the most westerly edge violate the setback. Mr. Corcoran noted that they explored options of addressing the situation including their relocation to the rear of home which was cost prohibitive.

Mr. Corcoran then stated that he would like to point out that the home to the south of theirs at 519 Hoyt was granted a 10 foot variation for a front yard setback prior to construction. He stated that this variation allowed the construction of a garage into the required setback and referred to the first precedent for front yard setback on Hoyt being previously established. Mr. Corcoran also stated that second, the variation request they are seeking is less than that of the neighbors' request. He commented that most importantly, the vault is located below ground next to the neighbors' garage and not in any living area and that there has not been noise and that the units are not disruptive to the neighbors in that they have had no complaints in the five summer seasons the units have operated. Mr. Corcoran then stated that if they were located in the rear on the south lot line, they would now be directly across from the neighbor's screened porch.

Mr. Corcoran stated that he would ask that the Board recommend to the Village Council approval of the variation for the following reasons. He stated that first, they met the standard for granting the variation as stated in their

application and that second, it would be impractical and unnecessary to bring their property into compliance with the setback requirement. Mr. Corcoran stated that third, they have undertaken significant mitigation efforts at a substantial cost to ensure that the neighbors are not adversely affected by the operation of the air conditioning units. He stated that fourth, the units have been operating for years without complaints from the neighbors. Mr. Corcoran then stated that fifth, a more substantial variation was previously granted to their neighbors. He stated that the factors putting them into this position include the unique nature of their lot and the lot being on a private street and a couple of inadvertent errors that occurred on the part of their landscape architect and the Village staff, along with the manner in which their builder proceeded to construct the home. Mr. Corcoran then asked the Board if they had any questions.

Chairperson Johnson stated that they got a variation for the property to the south in 1960 and that this packet was given to the Board and contained correspondence. She noted that variation was given under a different zoning ordinance and that there was a recent change in the ordinance at the time the applicant started their plans. Chairperson Johnson then asked if there were any questions for the applicant.

Mr. Corcoran stated that he would like to point out on the illustration where the confusion came from. He noted that the original drawing was sent to the Village to ask where the air conditioning units should be and that three different sites were determined for them. Mr. Corcoran stated that the Village said that the identified sites were acceptable. He then stated that the mistake was that the 50 yard setback was drawn from the center of the road when it should have been called for from the back of the curb. Mr. Corcoran described it as a major sticking point of the matter which came about.

Mr. Lane stated that the applicant mentioned that it would be cost prohibitive to move the air conditioning units to the back of the home and asked if they had an estimate for what that would be.

Mr. Corcoran responded that it would cost well over \$100,000. He then stated that to run the air conditioning units inside the home and to run lines through the home and to the back of the home, it would run very long then and they would have to get a new air conditioning system to handle that extended run.

Mr. Kehoe stated that if they were to do that, the units be located against the neighbors' porch and not underground.

Chairperson Johnson asked if there were any other questions. She then stated that it is true that at the time of the Board meeting in 2011, at the time most of the Board members, there were four and that as a recommending body, they said to either proceed to the Village Council with a negative recommendation or to continue the case and work the matter out with the Village staff.

Mr. Corcoran stated that they did not have counsel at the time of that meeting.

Chairperson Johnson questioned whether they did not know that the cost would be \$100,000 then.

Mr. Corcoran stated that they considered the expense to build the vault as opposed to locating the units next to the neighbors or on the north side which would bother the other neighbors. He stated that they were doing the right thing in building the vault and landscaping it and that they did it to solve the problem for everyone.

Chairperson Johnson stated that after that meeting the Board expressed concerns; they were not inclined to recommend granting the variance. She then stated that the applicant met with the Village staff and asked why nothing happened for four years.

Mr. Corcoran confirmed that they met with the Village in order to find a way to put the air conditioning units 4 feet back to the east. He stated that they also explored it with contractors and discovered that it would not work since there would be no room for air flow or maintenance. Mr. Corcoran reiterated that they have received no complaints. He then stated that they knew they had to get the matter resolved and hired Mr. Francke. Mr. Corcoran stated that at the initial hearing, they did not have some of the material they have tonight demonstrating the error. He noted that they submitted drawings with the 50 foot setback line.

Chairperson Johnson stated that it is clear that they read the materials at the time. She stated that there were materials then which showed three possible locations. Chairperson Johnson asked if there were any questions from the Board. No questions were raised by the Board at this time. She then asked if there were any comments from the audience.

Hal Franke introduced himself to the Board and stated that he would speak on behalf of the owners. He note that he was not at the earlier hearing in 2011 and that he was not representing the applicant then. Mr. Francke then stated that if he had appeared, he would have recommended that the applicant ask for a continuance since there were only four Board members there and that they would have needed a unanimous approval.

Mr. Francke then stated that in the minutes, there was no reference to the 1960 variation case. He stated that the ordinance was changed and referred to what had to do with the side yard requirement and that provision in the code was the same then as it is now. Mr. Francke referred to the measurement of the setback from the edge of the road easement and stated that issue is the same.

Mr. Francke then stated that the building commissioner at the time stated that they need a variance since they would be coming closer and said that with regard to new construction, it is typical to not grant a variation for new construction. He indicated that they argued a lot of the same things in that the hardship is that it is a private road. Mr. Francke then referred to the ordinance change which was argued as a hardship. He stated that at the end of the day, it was granted and was an even greater request than what is being requested here. Mr. Francke referred to the location of the well and reiterated Mr. Corcoran's point that having a well and air conditioning units in the front of the home is not against the code and that they can jut out in the front of the home if they are properly screened and landscaped. He noted that this one is 4 feet too far. Mr. Francke concluded that for all of the reasons stated, he referred to the big picture in terms of public health, comfort, morals, welfare and safety and added that there have been no complaints.

Chairperson Johnson referred to page 8 in the packet of materials and the applicant's response to standard no. 1 which stated "Requiring the petitioners to undertake improvements at this time that would result in a viable solution of the current situation would be unreasonable given the decline in the residential real estate market since the date of Petitioners' acquisition of their home." She noted that the applicants acquired the home in 2010 and that the housing market has recovered. Chairperson Johnson questioned whether there is evidence that the home's value has decreased.

Mr. Francke informed the Board that they signed the contract in 2009 and have invested a lot since then and other issues which were addressed.

Chairperson Johnson stated that they claim that the value decreased to make a \$100,000 investment.

Mr. Francke indicated that is a different way of saying what to spend another \$100,000 with other things that have been invested in would put the property below what others would pay and that there was other remediation work that they have had to do since then. Mr. Francke stated that standard has always been a challenge.

Steve Kashian, and his wife Rosik, introduced themselves to the Board as the neighbors to the north. He informed the Board that the applicants did not ask them to come here. Mr. Kashian then stated that the purpose of the rules is to protect the neighbors and that they felt that the applicants have protected them with regard to the way they installed the air conditioning units. He referred to the amount of money spent and the mess with the builder. Mr. Kashian stated that putting the units underground did not bother anyone and that it has been quiet with no noise.

Mr. Kashian then stated that with regard to it being 4 feet off, the solution is a lot better than requiring them to follow the book and that no one would want that. He reiterated that they are happy in connection with the way the units were put in and asked the Board to show grace with regard to the situation. Mr. Kashian stated that they made a great effort to correct the situation in the best way they could. He then stated that his wife did not want the noise right next door with the porch and to imagine six units being located on their side. Mr. Kashian then stated that to locate them in the front made sense and that you cannot see them and that it is nice with them inside the ground. He also referred to the landscaping around it. Mr. Kashian reiterated that it is good for them and that there are so many other noises, they did not need any more. He also referred to the fact that the homes are so close together and that

they are here to support the front vault solution and that it is only 4 feet. Mr. Kashian concluded by stating if they had complied with the rules, the situation worked with the units in the front and that if the application is denied, they would come here to speak again.

Mr. Francke stated that he would like to add that they are seeking the status quo and that with regard to the plans in the front, Mr. Corcoran alluded to the landscaping and that they are talking about further improvements shown on the illustration. He noted that they are not in the materials and identified them for the Board. Mr. Francke also stated that they will put a grate on it.

Mr. Carlson informed the Board that it was always intended to have a grate and that one of the pages in the submittal showed the decorative metal grating to be used along with a boxwood hedge.

Mr. Kehoe asked Mr. D'Onofrio what was the discussion about the terrace.

Mr. D'Onofrio stated that what Mr. Corcoran attempted to say is that where the air conditioning units were, above it was a terrace. He then stated that under permitted encroachments in the front yard, terraces are permitted.

Chairperson Johnson then called the matter in for discussion.

Mr. Kehoe stated that there are compelling facts and that the applicants acted in good faith. He then asked why did it take so long for them to come back.

Mr. Corcoran responded that he did not have an answer and that life went on. He reiterated that there have been no complaints and that they took the initiative to get on the docket since they knew it had to be done.

Chairperson Johnson noted that the Board is a recommending body.

Mr. Blum commended the applicants for coming back and described it as common sense. He also stated that he understood that they are not trying to game the system and then say they need a variation. Mr. Blum stated that would be a concern, but that is not the case here. He added that the alternative location would be problematic and that he is in favor of the request.

Chairperson Johnson referred to a condition to put in a grate and hedge.

Mr. Blum agreed that they should put in a grate but that he is not sure if it was required originally. He commented that the boxwood would be fine.

Chairperson Johnson asked if there were any other comments.

Mr. Lane stated that if they were to take out the facts as to how they got here and how to evaluate this, if it came originally when they were building the property, it would not be approved. He also stated that they would have seen the points. Mr. Lane then stated that if you look at how the homes line up and that this allowed their homes to line up. He also stated that the well juts out but that it balances out. Mr. Lane indicated that he could have seen reasonable arguments for that especially since the conforming alternatives are not good but that they could have had a smaller patio.

Mr. Lane then stated that with regard to the standards, the hardest is unique circumstances and that it is due to errors and omissions. He indicated that stuff happens but if that if it was for a four story home when three stories are allowed, that would have been a big issue. Mr. Lane stated that with regard to the air conditioning units being out of compliance, he can get past that. He suggested that they take into consideration that sometimes errors happen and that it is not a huge issue and that it would be smart for the Board to allow it.

Chairperson Johnson stated that she would agree and that if the Board recommended and if they find it to be a situation, the Village Council has more flexibility to make a decision. She asked if there were any other comments.

Ms. Hickey stated that she is struggling.

Chairperson Johnson stated that they can make a motion and let the Village Council review the record.

Ms. Hickey then stated that it is an error and omission and questioned whether this is going to come back and set a precedent.

Chairperson Johnson stated that under the circumstances of the case with a four year delay and other factors, it would be more prudent to let the Village Council decide and that they have more flexibility.

Mr. Francke stated that he would like to reiterate that the Village Council is the ultimate decision maker and that the goal under the ordinance is for the decision to be in harmony with the general purpose and intent of the regulations. He stated that the applicants' reasons have been heard and that they should see what the Village Council would say. Mr. Francke then stated that they would like the Board's recommendation and thoughts and that there did not have to be a right interpretation of the rules.

Mr. Francke then stated that with regard to precedent, when he was on the Board, they had a precedent similar to this on Private Road with the same builder. He stated that for that variation, the Village Council granted the variation and that they looked at the big picture. Mr. Francke then referred to it being new construction after the fact and that there already is a precedent for the Board to make a positive recommendation and for the Village Council to issue a fair result.

Chairperson Johnson stated that they do not want to be punitive.

Mr. Lane stated that the facts for unique circumstances in every case are different. He indicated that he understood that they are related, but that they do not consider precedent. Mr. Lane also referred to information that was not included in the packet. He added that he is also comfortable that the minutes represent that they would like to go forward but that if they were to apply the standards, they cannot approve the request.

Ms. Hickey stated that it would be a common sense decision or a standards decision.

Chairperson Johnson indicated that it could go either way. She then asked for a motion.

Mr. Lane moved to recommend approval of the variances. He stated that with regard to reasonable return, if the air conditioning units had been moved to the back of the home there would be a substantial cost impact in terms of reasonable return plus the fact that the alternative locations for the air conditioning units would be disadvantageous to the neighbors or to the use of the rear of the property.

Mr. Lane stated that with regard to the plight of the applicants being due to unique circumstances, the property is located on a private road and that there are also properties adjacent to it and that it jugged out and that because it is on the lake, there is a certain amount of ability to push the home back. He also stated that the facts with regard to the circumstances are that there were errors on the part of various parties which led to the well being constructed as it was done. Mr. Lane stated that the request would not alter the character of the locality and that it is not noticeable and that with additional landscaping and a grate, that would make it better. He stated that there would be no hazard from fire and that with regard to the taxable value of the land, there is a fairly insignificant amount of square footage and that the encroachment into the setback would not impact property values or congestion. Mr. Lane concluded by stating that the public health, safety, comfort, morals and welfare of the Village will not be otherwise impaired.

Mr. Blum seconded the motion. A vote was taken and the motion was unanimously passed, 6 to 0.

AYES: Blum, Hickey, Johnson, Kehoe, Lane, Naumann

NAYS: None

#### **FINDINGS OF THE ZONING BOARD OF APPEALS**

1. The requested variations are within the final jurisdiction of the Village Council.

2. The requested variations are in harmony with the general purpose and intent of the Winnetka Zoning Ordinance. The proposal is compatible, in general, with the character of existing development within the immediate neighborhood with respect to architectural scale and other site improvements.
3. There are practical difficulties or a particular hardship which prevents strict application of Sections 17.24.020 [Permitted Uses] and 17.30.050 [Front and Corner Yard Setbacks] of the Winnetka Zoning Ordinance which is related to the use or the construction or alteration of buildings or structures.

The evidence in the judgment of the Zoning Board of Appeals has established:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone. If the air conditioning units had to be moved to the back of the home there would be a substantial cost impact in terms of reasonable return. Additionally, the alternative locations for the air conditioning units would be disadvantageous to the neighbors or to the use of the rear of the property.
2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants. The subject property is located on a private road and there is also an adjacent property that encroaches the required front yard setback. Also, because it is a lakefront property, there is a certain amount of ability to push the home back. Additionally, there were errors on the part of various parties which led to the area well being constructed in its current location.
3. The variations, if granted, will not alter the essential character of the locality. The existing area well is not noticeable and additional landscaping will also help.
4. An adequate supply of light and air to the adjacent property will not be impaired. The area well and air conditioning units are below grade and therefore will not impact the supply of light and air to the adjacent property.
5. The hazard from fire or other damages to the property will not be increased.
6. The taxable value of land and buildings throughout the Village will not diminish. The 4 foot encroachment into the front setback will not impact property values.
7. The congestion in the public street will not increase. The use of the property will remain the same, as a single family residence.
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not otherwise be impaired.

\*\*\*

**EXHIBIT C**

**PLANS**

**(SEE ATTACHED EXHIBIT C)**



**EXHIBIT D**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Chicago Title Land Trust Company, as trustee under trust agreement dated March 1, 2010, and known as Trust Number 8002354581 ("**Applicant**"), is the record title owner of the property commonly known as 523 Hoyt Lane in the Village ("**Subject Property**")

**WHEREAS**, Ordinance No. M-3-2016, adopted by the Village Council on \_\_\_\_\_, 2016 ("**Ordinance**"), grants variations from the provisions of the Winnetka Zoning Ordinance to the Applicant to permit the location of air conditioning units on the Subject Property in the required front yard and with a front yard setback of 45.76 feet, where air conditioning units are prohibited in a required yard and a front yard setback of at least 50 feet is required; and

**WHEREAS**, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Applicant does 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 acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the variations for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant does 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 variations for the Subject Property.
5. The Applicant hereby agrees to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts'

fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: \_\_\_\_\_, 2016

ATTEST: **GERALD CORCORAN**

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

ATTEST: **MAUREEN CORCORAN**

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

# ATTACHMENT C



ATTACHMENT D

CASE NO. 16-01-V2

APPLICATION FOR VARIATION  
WINNETKA ZONING BOARD OF APPEALS

Owner Information:

Name: Gerald & Maureen Corcoran

Property Address: 523 Hoyt Lane

Home and Work Telephone Number: [REDACTED] (H); [REDACTED] (W)

Fax and E-mail: [REDACTED]

Architect Information: Name, Address, Telephone, Fax & E-mail:

John Carlson of Carlson Landscape Assoc., Inc.

P.O. Box 6810

Libertyville, IL 60048

(847) 949-5533 (W); (847) 949-7154 (Fax)

jcarlson@carlsonlandscape.com

Attorney Information: Name, Address, Telephone, Fax & E-mail:

Hal Francke

Meltzer, Purtill & Stelle LLC

1515 E. Woodfield Road, Suite 250

Schaumburg, IL 60173

(847) 330-6068 (W); (847) 330-1231 (Fax)

hfrancke@mpslaw.com

Date Property Acquired by Owner: March 2010

Nature of Any Restrictions on Property: None

Explanation of Variation Requested: See separate sheet attached  
(Attach separate sheet if necessary)

OFFICE USE ONLY

Variation Requested Under Ordinance Section(s): \_\_\_\_\_

Staff Contact: \_\_\_\_\_ Date: \_\_\_\_\_

VA 2015-1194



**STANDARDS FOR GRANTING OF ZONING VARIATIONS**

Applications must provide evidence and explain in detail the manner wherein the strict application of the provisions of the zoning regulations would result in a clearly demonstrated practical difficulty or particular hardship. In demonstrating the existence of a particular difficulty or a particular hardship, please direct your comments and evidence to each of the following items:

1. The property in question can not yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
2. The plight of the owner is due to unique circumstance. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.
3. The variation, if granted, will not alter the essential character of the locality.
4. An adequate supply of light and air to the adjacent property will not be impaired.
5. The hazard from fire and other damages to the property will not be increased.
6. The taxable value of the land and buildings throughout the Village will not diminish.
7. The congestion in the public street will not increase.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

For your convenience, you will find attached examples of general findings, for and against the granting of a variation, which have been made by the Zoning Board of Appeals and Village Council in prior cases.

**NOTE:** The Zoning Board of Appeals or the Village Council, depending on which body has final jurisdiction, must make a finding that a practical difficulty or a particular hardship exists in order to grant a variation request.

Property Owner's Signature



Date: 10/7/15

(Proof of Ownership is required)

**Variations, if granted, require initiation of construction activity within 12 months of final approval. Consider your ability to commence construction within this 12 month time period to avoid lapse of approvals.**

**APPLICATION FOR VARIATION  
WINNETKA ZONING BOARD OF APPEALS  
GERALD AND MAUREEN CORCORAN  
523 HOYT LANE**

**EXPLANATION OF VARIATIONS BEING REQUESTED**

Petitioners' home was constructed by Heritage Builders between 2009 and 2010. Petitioners purchased the home in March 2010 and moved into it in July.

On June 21, 2010, Petitioners' landscape architect submitted a plan to the Village in furtherance of the installation of six air conditioning condenser units on the property. That plan measured the 50-foot front yard setback requirement of the R-2 Single Family Residential District from the property line (which runs to the center of Hoyt Lane) rather than from the eastern edge of the Hoyt Lane private road easement, as required by Sections 17.04.030 and 17.30.050 of the Zoning Ordinance, and indicated that the placement of the condenser units in the front yard complied with the aforesaid setback requirement. On June 22, 2010, the Village approved the construction of the air conditioning condenser units in this location.

On August 25, 2010, the Department of Community Development, after receiving a complaint that the A/C units were improperly located within the required front yard setback, determined that the plan submitted on June 21, 2010 incorrectly measured the front setback line from the property line and that three of the condenser units encroached on the required front yard setback by approximately five feet. The Department also noted that air conditioning units are not permitted to encroach into the front yard of a residence.

In June, 2011, Petitioners initiated Case No. 11-19-V2 by submitting a request for variations to allow the maintenance of the existing below grade area well and existing six air conditioning condenser units. On August 8<sup>th</sup>, the ZBA conducted a public hearing on Petitioners' request. Only four of seven ZBA members were present. At the conclusion of the public hearing Petitioners asked that their matter be continued to the next meeting to consider options for addressing the situation.

After the August, 2011 public hearing Petitioners determined, after speaking with two different HVAC contractors, that there were no viable alternatives for relocating the three condenser units to create a conforming condition. Since then, and over the past four years, neither Petitioners nor, to Petitioners' knowledge, the Village have received any neighbor complaints concerning noise emanating from the operation of Petitioners' A/C condenser units.

Petitioners are now renewing their request for approval of a variation from Section 17.24.020 [Permitted Uses] and a variation from Section 17.30.050 [Front and Corner Yard Setbacks] so that they can maintain the existing area well and the three encroaching A/C condenser units in their front yard.

## STANDARDS FOR GRANTING OF REQUESTED ZONING VARIATIONS

1. The property in question can not yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.

*There is no viable way to bring the property into conformance with applicable front yard setback regulations at this time. Requiring Petitioners to undertake improvements at this time that would result in a viable resolution of the current situation would be unreasonable given the decline in the residential real estate market since the date of Petitioners' acquisition of their home.*

2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.

*Petitioners' plight is due to the fact that their property is situated on a private road and the fact that prior contractors submitted an improvement plan to the Village that failed to determine the Front Lot Line of the property in accordance with applicable provisions of the Zoning Ordinance.*

3. The variation, if granted, will not alter the essential character of the locality.

*The mechanical operations of air conditioning condenser units have changed dramatically since 1999 when the Winnetka Zoning Ordinance was adopted. New residential central air conditioner standards went into effect on January 23, 2006 which required the installation of units that are 30% more efficient than prior models. According to the U.S. Department of Energy, central air conditioners today are "out of the way, quiet, and convenient to operate" (emphasis supplied). (See <http://energy.gov/energysaver/articles/central-air-conditioning>).*

*Petitioners' A/C units operate no more than four to five months a year when, one can reasonably assume, the neighbors are also operating their air conditioners and their windows are closed.*

*It is not surprising, given the foregoing, the fact that significant landscaping exists on the southern boundary of Petitioners' property, and the fact that Petitioners' A/C condenser units are situated below grade, that since the date of their installation the Village has received no neighbor complaints of air conditioner noise emanating from Petitioners' property.*

*For the foregoing reasons, it is clear that granting the requested variations will not alter the essential character of the locality.*

4. An adequate supply of light and air to the adjacent property will not be impaired.

*As noted above, the area well is at grade and the A/C condenser units are situated below grade. Thus, the supply of light and air to the adjacent property is not being and will not be impaired.*

5. The hazard from fire and other damages to the property will not be increased.

*The location of the area well in its present location and the placement of the A/C condenser units in the well present no hazard of fire or other damages to the property.*

6. The taxable value of the land and buildings throughout the village will not diminish.

*The granting of the requested variations will not result in a diminishment of either the value of Petitioners' neighbors' homes or the Village's tax base.*

7. The congestion in the public street will not increase.

*The granting of the requested variations will have no impact on Hoyt Lane traffic or increase congestion in any nearby public street.*

8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not otherwise be impaired.

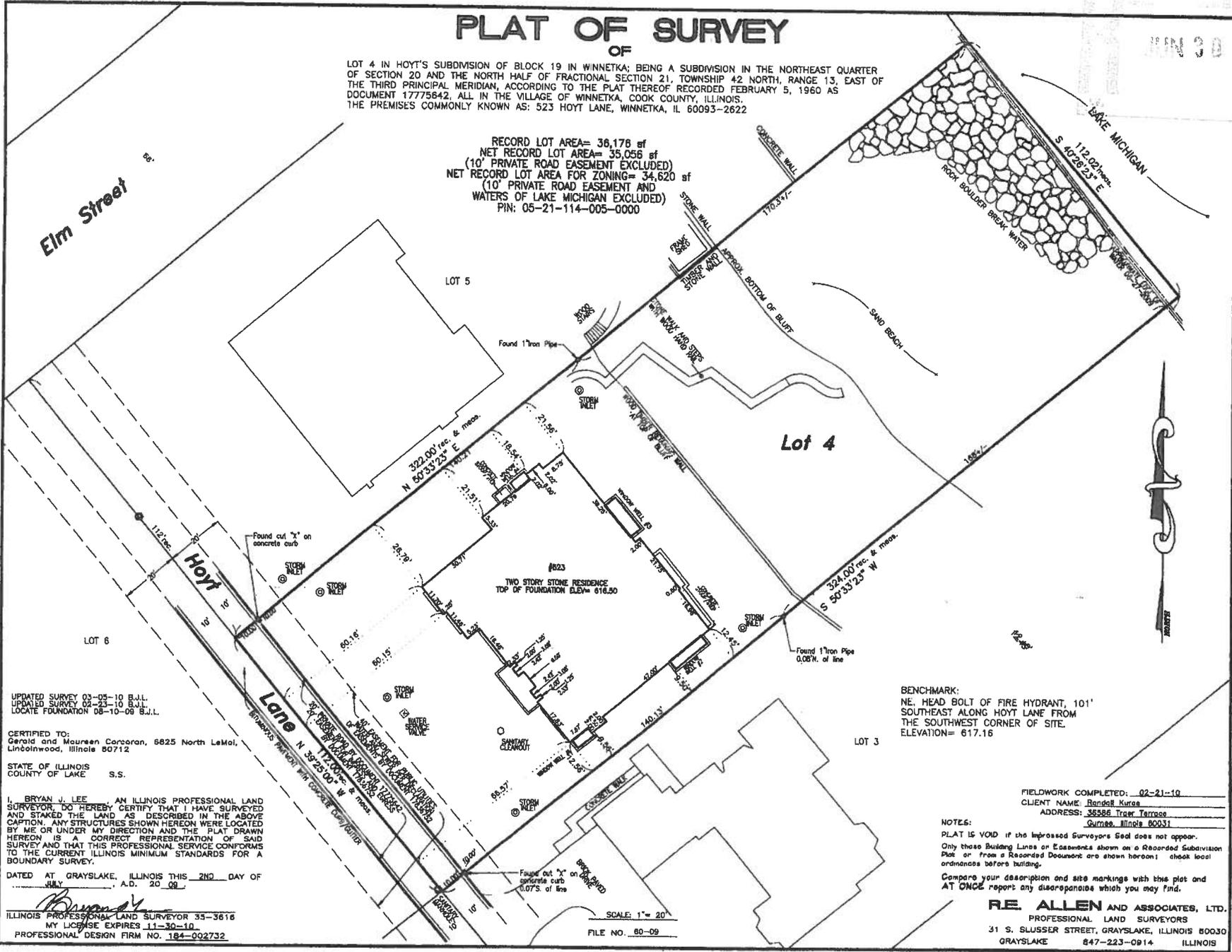
*As noted above and for the reasons stated above, the existence of the area well in its present location and the current placement of the A/C condenser units in the well have not impaired the comfort or welfare of Petitioners' neighbors in any respect.*

# PLAT OF SURVEY OF

LOT 4 IN HOYT'S SUBDIVISION OF BLOCK 19 IN WINNETKA; BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 5, 1960 AS DOCUMENT 17775842, ALL IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.  
THE PREMISES COMMONLY KNOWN AS: 523 HOYT LANE, WINNETKA, IL 60093-2622

RECORD LOT AREA= 36,176 sf  
NET RECORD LOT AREA= 35,056 sf  
(10' PRIVATE ROAD EASEMENT EXCLUDED)  
NET RECORD LOT AREA FOR ZONING= 34,620 sf  
(10' PRIVATE ROAD EASEMENT AND  
WATERS OF LAKE MICHIGAN EXCLUDED)  
PIN: 05-21-114-005-0000

APR 30 2011



UPDATED SURVEY 03-05-10 B.J.L.  
UPDATED SURVEY 02-23-10 B.J.L.  
LOCATE FOUNDATION 08-10-08 B.J.L.

CERTIFIED TO:  
Gerald and Maureen Corcoran, 6825 North Lemai,  
Lincolnwood, Illinois 60712

STATE OF ILLINOIS  
COUNTY OF LAKE S.S.

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION. ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS 2ND DAY OF JULY, A.D. 2009

*Bryan J. Lee*  
ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616  
MY LICENSE EXPIRES 11-30-10  
PROFESSIONAL DESIGN FIRM NO. 184-002732

SCALE: 1" = 20'  
FILE NO. 80-09

BENCHMARK:  
NE. HEAD BOLT OF FIRE HYDRANT, 101'  
SOUTHEAST ALONG HOYT LANE FROM  
THE SOUTHWEST CORNER OF SITE.  
ELEVATION= 617.16

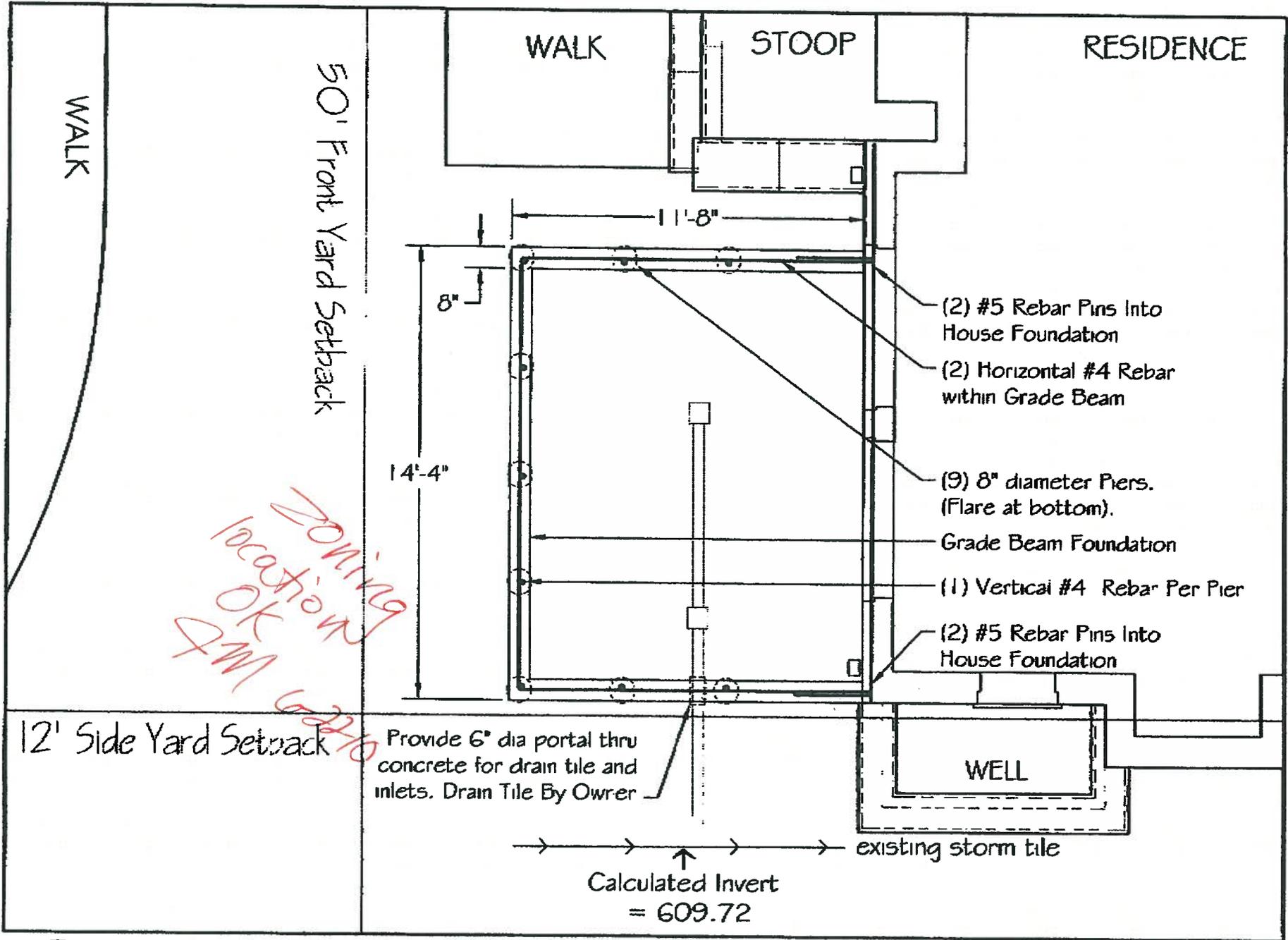
FIELDWORK COMPLETED: 02-21-10  
CLIENT NAME: Ronald Kurek  
ADDRESS: 36586 Traver Terrace  
Gurnee, Illinois 60031

NOTES:  
PLAT IS VOID if the Impressed Surveyor's Seal does not appear.  
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plot and AT ONCE report any discrepancies which you may find.

**RE. ALLEN AND ASSOCIATES, LTD.**  
PROFESSIONAL LAND SURVEYORS  
31 S. SLUSSER STREET, GRAYSLAKE, ILLINOIS 60030  
GRAYSLAKE 847-223-0914 ILLINOIS

ATTACHMENT E



523 Hoyt A/C Vault Plan

Vault Perimeter Wall Foundation

Sheet 1 of 4  
 Agenda Packet P. 172

Community Development Department  
Village of Winnetka  
510 Green Bay Road  
Phone: 847 716-3522  
Fax: 847 716-3588



# Fax – urgent

|                                       |  |
|---------------------------------------|--|
| <b>To:</b> John Carlson               | <b>From:</b> Brian Norkus                  |
| <b>Fax:</b> 847 949 7154              | <b>Date:</b> August 26, 2010               |
| <b>Phone:</b>                         | <b>Pages:</b> Three pages, including cover |
| <b>Re:</b> 523 Hoyt – Stop Work Order | <b>CC:</b>                                 |

Urgent     For Review     Please Comment     Please Reply     Please Recycle

**•Comments:**

John – we received a plan from you on June 21 for an 11'-8 x 14'-4 area well for placement of AC condensers, and approved the plan based on the plan's depiction of the area way complying with both front yard and side yard setback.

Yesterday we received a complaint that the AC condensers were located within the required front yard setback, and upon further review have determined that the plan is incorrect, with the area well encroaching upon the required 50 foot front setback.

According to a July 2009 plat of survey, the portion of the residence located near the area well is located within 56.57 feet of the Hoyt Lane private roadway easement line (50 feet required). The area well, measuring 11'8" in depth, thus encroaches upon the required 50 foot front yard setback, located approximately 44.90 feet from the easement line.

Please acknowledge receipt of this notice and prepare a plan for the modification of the areawell and relocation of at least three of the AC condensers.

I tried your office number but was cut off mid-message....



# ATTACHMENT F

Minutes adopted 11.14.2011

## WINNETKA ZONING BOARD OF APPEALS AUGUST 8, 2011 EXCERPT OF MINUTES

**Zoning Board Members Present:** Joe Adams, Chairman  
Mary Hickey  
Bill Krucks  
Jim McCoy

**Zoning Board Members Absent:** Joni Johnson  
Carl Lane  
Scott Myers

**Village Staff:** Michael D’Onofrio, Director of Community  
Development  
Ann Klaassen, Planning Assistant

### **Agenda Items:**

**Case No. 11-19-V2:** 523 Hoyt Lane  
Gerald and Maureen Corcoran  
Variation by Ordinance  
Front Yard Setback

\*\*\*

### **523 Hoyt Lane, Case No. 11-19-V2, Gerald and Maureen Corcoran, Variation by Ordinance - Front Yard Setback**

Mr. D’Onofrio read the public notice. The purpose of this hearing is to hear testimony and receive public comment regarding a request by Gerald and Maureen Corcoran concerning variations by Ordinance from Section 17.24.020 [Permitted Uses] and Section 17.30.050 [Front and Corner Yard Setbacks] of the Winnetka Zoning Ordinance to permit an area well to house air conditioning units that will result in a front yard setback of 44.9 ft., whereas a minimum of 50 ft. is required, a variation of 5.1 ft. (10.2%).

Chairman Adams swore in those that would be speaking on this case.

John Carlson of Carlson Landscape Assoc., Inc., 2301 Winchester Road, Libertyville, Illinois, presented the request to the Board. Mr. Carlson stated that when they originally applied for a permit for placing the air conditioning units in the front of the home, they were unaware that the

measurement that they took from the front of the property line was incorrectly done. He stated that the code did not really highlight it in that the code stated that the measurement should be taken 50 feet back from the property line and that there is no indicator to say that if the property line is in the middle of the street, that they would have to look up the definition of property line and come 50 feet back from that curve.

Mr. Carlson stated that the well existed where it is now based on the best intentions and that they did end up with a violation. He pointed out that housing the air conditioning units in this location would serve a dual purpose and that it is also to be a terrace. Mr. Carlson stated that prior to their receiving the notification in August that there was a zoning issue, they had already contracted, designed and hired for metal decking to be built over that so that the limestone detail which is existing was laid out which would support the steel deck. He stated that if it was just an area well, as he understood it, it is past the line by 23% and that it being a well/terrace, it is legal where it is located and that the issue related to the air conditioning units sitting inside of it which are 31 inches closer to the street than they should be. Mr. Carlson then stated that they are unseen and unheard, which is the point they would like to make.

Mr. Carlson stated that when they filled out the documentation for the requested variance, it was his understanding that at a meeting last fall, the issue with regard to the area well had been resolved with it being a terrace issue. He stated that his application for this meeting was written toward an understanding that the area well is fine and that the issue related to the location of the air conditioning units.

Chairman Adams responded that is incorrect. He asked Mr. Carlson when did construction begin on the home.

Mr. Carlson stated that construction began in July 2009. He informed the Board that the area well was put in by the builder and that it was put in as a field change order to the home building permit and that they helped coordinate it since they were going to be the landscape architects. Mr. Carlson stated that prior to blueprinting the vault in its prior location, they met with the Village staff and discovered that there was no room on the south side of the home and that it was not practical at that point to be located in the backyard since there was a backyard construction project which would have made it impossible to install six air conditioning units which would be undetectable.

Chairman Adams asked if it was not possible to locate the air conditioning units in the backyard at that time due to the construction which was taking place then.

Mr. Carlson confirmed that is correct and that the applicants lived in the home last year without air conditioning units. He stated that once they realized that they could be placed in the front of the home, they decided it would be a better location for them anyway since they would be located below grade and under a steel deck. Mr. Carlson informed the Board that the side yard setback is 12 feet and if they were located there, they would be visible to the neighbors. He stated that they ended up being further back than the south neighbor and are well over 40 feet away visually. Mr. Carlson described it as being an odd predicament. He stated that in

discussions with Ms. Klaassen, if the deck is considered a terrace, then it is not an issue with regard to the area well, but that is an issue with regard to the exact location of the air conditioning units.

Ms. Klaassen confirmed that both scenarios are correct in that as designed it can function as a terrace, but it is still an area well that is housing air conditioning units, which is not permitted to encroach as a terrace is.

Ms. Hickey referred to the July 2009 construction date and asked what is a field order change.

Mr. Carlson informed the Board that the home construction began by the builder in July 2009 and that they obtained temporary occupancy in March 2010. He stated that the property owner was not planning on moving in at that time, but that is the chronology of events and that the property owner moved in the home in July 2010. Mr. Carlson stated that they had to come up with a feasible location for the air conditioning units and that with great detail they applied for permits to put them in the front yard well. He stated that it had to do with in the zoning code that the air conditioning units had to be 50 feet back from the front property line which they are. Mr. Carlson indicated that there is another part of the code which related to the instance in which the front property line is located in the middle of the street, the dimensions are supposed to be taken from the back of the curb. He stated that is how they ended up with a permit for the area well terrace which ended up costing them that line.

Chairman Adams stated that in some ways, that made sense in that an easement is a road and that in his opinion that made more sense in that they could not put something in the middle of the road since they have to access it.

Mr. Carlson stated that at the point they were going through the zoning code and completing the documents and drawings, it did not come up, even with their backyard permit submittal. He added that the area well showed up in all sorts of other permit applications and drawings and that it never came up that this may be an issue going forward. Mr. Carlson also stated that on their permit drawings, they are really no closer to the street than the neighbors' garage. He stated that they found out that in 1962, the neighbors were granted a variation to put the garage close to the street. Mr. Carlson stated that they drew the window well to line up with the neighbors' garage which was another reason that they thought everything with regard to the property was done as it should be.

Chairman Adams asked if the applicants moved into the home in July 2010 and if the air conditioning units were installed in July 2010.

Mr. Carlson confirmed that is correct and that it may have been early August. He informed the Board that the permit for the vault was obtained in early July and that the general contractor immediately went to work on installing it.

Chairman Adams asked if the Village then alerted them of the facts on August 25, 2010.

Mr. Carlson confirmed that is correct.

Chairman Adams then asked what happened at that point.

Mr. Carlson stated that he met with one of the Village staff and that they discussed the various allowances for utility vaults which could occur within the front yard as permitted. He also stated that there is no issue with having a terrace in connection with the setbacks in the front yard and that prior to their receiving the letter which informed them of the violation, before the air conditioning units went in, they blueprinted designs and paid for steel decking to be installed over the terrace. Mr. Carlson stated that to them, it was always going to be a terrace over the curb which is housing the air conditioning units. He stated that at that time, he believed the issue was resolved with the Village staff and that he brought the paperwork with him.

Chairman Adams asked Mr. Carlson if he had a contract which he would like to submit for the record.

Mr. Carlson then provided documentation to the Board for inclusion in the record. He stated that the time the subcontractor decided that the air conditioning units may have to be slid back into the well in order to make up the 31 inches that they would be too close to the street. Mr. Carlson stated that it was designed as a permanent gusset and identified removable bolts and supports and that it did not make sense to assemble it and then push the air conditioning units back 30 inches. He stated that the documentation showed that prior to their receiving the letter informing them of the violation, the terrace had already been built.

Chairman Adams confirmed that the information would be submitted into the record. He then asked Mr. D'Onofrio and Ms. Klaassen if someone receives a stop work order, what is documented in terms of resumed work.

Mr. D'Onofrio confirmed that the applicants did not receive a stop work order since the work was already done. He stated that with regard to background, he informed the Board that the original building permit was issued on July 17, 2009 to Heritage Builders who built the home and that the home was originally being built as a spec home. Mr. D'Onofrio stated that after work began on the home, at some point, Mr. and Mrs. Corcoran entered into a contract with Heritage Builders to build a home. He informed the Board that that home was completed and that a temporary Certificate of Occupancy was issued in February 2010.

Mr. D'Onofrio stated that with the original plans approved by Heritage Builders in 2009, the plans showed a certain number of air conditioning units on the property. He stated that he has not found anyone in this community or with Heritage Builders to not build a home without air conditioning units and that a permit would not have been issued without those condensers being in a conforming location. Mr. D'Onofrio indicated that they assumed that the original location was on the north side of the property.

Mr. D'Onofrio stated that when the temporary Certificate of Occupancy was issued in February 2010, it was made clear that there was going to be additional work done by Mr. and Mrs.

Corcoran and that part of that work included the relocation of the air conditioning units. He noted that one of the conditions on the temporary Certificate of Occupancy included the language "subject to approval of air conditioning condenser locations and all associated screening requirements." Mr. D'Onofrio stated that the conditional approval of the Certificate of Occupancy was predicated on the submission of the revised plans containing the relocation of the air conditioning units.

Mr. D'Onofrio stated that as Mr. Carlson stated they submitted plans and that there is no dispute in that regard. He then referred the Board to page 9 of the submission and stated that what was approved was for the area well and identified the 50 foot front yard setback line in the illustration and the area well located behind it. Mr. D'Onofrio stated that Mr. Carlson stated that the line was drawn 50 feet back from the property line which fronted the center line of Hoyt Avenue. He stated that based upon this approved plan, it was not until they received a complaint in August that they went out and reviewed the documentation and plans and found that the 50 foot setback was taken from the center line Hoyt Lane. Mr. D'Onofrio stated that for zoning purposes, for the front yard setback, it is always taken from the easternmost line of the easement and that it is 10 feet less than what is shown here. He stated that it was not anyone attempting to get away with something, but that it was a misunderstanding on the part of the builder and that it was taken based upon the plan that they submitted. Mr. D'Onofrio noted that Mr. Carlson was informed of that fact in August and that there were meetings in which it was discussed, subsequent to which an application for a variance was submitted.

Mr. D'Onofrio then stated that with regard to the terrace, it is an interpretation that he has had an opportunity to weigh in on and that he has some concerns and referred to the installation over the area well. He stated that whether it is considered a terrace or not is another issue. Mr. D'Onofrio informed the Board that it did not meet the definition of a terrace with regard to the zoning ordinance, but that he would say that it did not comply with the zoning ordinance since there are multiple definitions for a terrace.

Chairman Adams asked Mr. D'Onofrio if the air conditioning units were moved back within the window well, he stated that there are two items which the Board must approve which are the fact that the window well itself projected into the front yard setback and the query as to whether it is a terrace or not. He added that the air conditioning units are also an issue which would be helped by the determination as to whether it is a terrace or not. Chairman Adams then asked if there is room to move all six air conditioning units back to the east. He noted that three of the six air conditioning units do comply with the setback requirements.

Mr. Carlson responded that it would be possible to scrunch them around in there, but the question is whether it would be practical based on their concealment, which would be an issue for the Board to consider. He noted that the percentage of the variation with regard to the air conditioning units is only 5% and less than 3 feet 30 inches out of 50 feet. Mr. Carlson stated that in the variation application, he asked for a setback variation for 5% since he was under the impression that the terrace issue had been resolved last year.

Mr. McCoy asked if it would be possible to leave three of the air conditioning units in the well

and move the other three out as depicted in option 3 on the south.

Mr. Carlson informed the Board that when he submitted all three options to the Village staff, it was determined that their location on the south side of the home was not allowed since it would be less than the side yard setback.

Chairman Adams stated that option 3 is down by the pool.

Mr. Carlson referred to the neighbor's screened-in sunroom and that the practical intention for everyone would be to find a location in which the air conditioning units would be concealed from the applicants and the neighbors and which would contain the noise, which is why they came up with the current solution. Mr. Carlson stated that in an effort to be good Samaritans, the applicants invested in the well and concealed the air conditioning units for applicants and the neighbors and that now there is a technical glitch with regard to the setback.

Chairman Adams then asked if in connection with the work being done in the backyard, if they could be located somewhere in the backyard. He noted that he appreciated the applicants' efforts.

Mr. Carlson stated that there would be an issue with running the air conditioning lines to the inside of the home and up to the third floor. He stated that the units are located in the southwest corner of the basement and that in terms of the run and making them effective, if they were pushed farther to the south, they would lose the engineering capabilities of the condensers.

Ms. Hickey asked if any consideration was given to the north side of the property.

Mr. Carlson stated that there is no room on the north side of the property and that there is a garage, the entry to the home and a small window well for fire escape from the basement on that side of the property. He also stated that if they were placed on the north side of the bluff, there would be a similar disturbance factor for the neighbors since they have an outdoor patio on that side.

Chairman Adams asked if there were any other questions for the applicants. He stated that on the north side, he indicated that he understood that the garage is in that location. Chairman Adams then asked Mr. Carlson if they could use the same concept on that side and sink them into the ground.

Mr. Carlson stated that the screened porch has no basement underneath and that there is a window well stoop on that side of the property. He stated that he would really have to think as to how to run the lines to that side of the basement to come out of that side of the home in a practical manner. Mr. Carlson then stated that if that was a choice, moving them over within the vault which existed is a better choice and that they could be stacked on top of one another since the lines are already there. He stated that they are asking to keep them in their current location for ease of service and maintenance. Mr. Carlson reiterated that the front yard setback is 50 feet and that the side yard setback is 12 feet which made him think that the front yard setback would

be a noise reason and not a visual reason and would take the air conditioning units out of the sight lines.

Mr. McCoy stated that Mr. Carlson can see the Board's position based on the construction where they have had several opportunities to make it conform. He stated that he understood that given the piece of property and that it is a new house, they had unlimited options to make it conform and that they were unable to do that originally.

Mr. Carlson stated that they went through what they thought was a proper process with the Village staff to identify choices on locations. He stated that now that the air conditioning units are installed, they are attempting to remedy it from that point. Mr. Carlson stated that if it was brought to their attention before the vault was built and the air conditioning units installed, he is sure that they would not be having this discussion. He stated that there has to be some justification and some hardship in connection with requesting a variation and described the hardship as the unfortunate set of circumstances which brought them to this position. Mr. Carlson stated that if they have made headway with regard to the vault/terrace to be determined to be an acceptable structure, the most practical thing to do with the air conditioning units if they cannot be left where they are is to slide them back within the vault. He stated that there would be no net benefit to anyone to move the air conditioning units 31 or 32 inches from the street.

Ms. Hickey asked Mr. D'Onofrio in dealing with the terrace and the area well, would the applicants need a variation for the terrace and that the notes state that the only exception to the area well is on the side.

Mr. D'Onofrio stated that from a practical point of view, when those air conditioning units are operating, they are going to blow exhaust and that it would affect those people sitting on the terrace.

Mr. Corcoran stated that there are many other instances where that currently existed.

Mr. McCoy stated that given the scope of the applicants' backyard, the question related to why they could not locate the air conditioning units in the backyard as opposed to in the front yard.

Chairman Adams commented that it made sense in some regard for the air conditioning units to be covered so that they cannot be seen when approaching the home. He stated that the hardship related to a mistake on the applicants' part. Chairman Adams commented that it is a slippery slope and would set a dangerous precedent for the Board to approve the request since the air conditioning units were already installed. He asked Mr. Carlson if they planned to be difficult and not remove the air conditioning units.

Mr. Carlson stated that he specifically read the ordinance and that there are parts of the ordinance to indicate that there may be a definition which they should look further at and that there is nothing which stated that the front yard setback should be measured 50 feet from the property line. He stated that the project went through several reviews with the major field change process and backyard process of permitting and that it never showed that the front yard setback was to be

measured from the middle of the street. Mr. Carlson added that part of it related to the fact that the neighbors' garage carried a front yard variation as well and ran parallel to the vault which was built. He indicated that he would acknowledge his mistake by not resolving that upon the application. Mr. Carlson described the hardship as a circumstance in this case and that they do not have anything which is unsightly, visible, or cause harm to the neighbors.

Mr. McCoy referred the Board to page 8 of the packet which stated that they received a complaint that the air conditioning units were located within the required front yard setback and asked Mr. D'Onofrio who complained.

Mr. D'Onofrio responded that he did not know.

Chairman Adams asked if there were any other questions for the applicants. No additional questions were raised by the Board at this time. He then asked if there were any questions from the audience. No questions were raised by the audience at this time. Chairman Adams then called the matter in for discussion.

Mr. McCoy stated that Chairman Adams summed up the issue perfectly for him and that personal experience aside, the same thing happened to him. He stated that he did not see how the Board could set a precedent to after the fact say that they did not know. Mr. McCoy stated that the logical solution to him would be to move the air conditioning units within the well and make them conforming or to split them.

Chairman Adams asked Mr. McCoy if he had any issues with the terrace on top of the air conditioning units.

Mr. McCoy responded that he would like to see the well made into a conforming well.

Ms. Hickey stated that she agreed with the comments made.

Mr. Krucks stated that to him, it appeared that a mistake was made and that there was no attempt by anyone to circumvent the ordinance. He also stated that it raised an interesting question and that the answer is to what extent can the Board look at the proposed terrace as having any remedial value in the overall violation. Mr. Krucks commented that it is interesting that the ordinance allowed patios and terraces to extend without boundary into the side yard and that the structure would serve a dual purpose, part of which would require a variance and another part which would not. He reiterated that the matter raised an interesting question and that he did not have the answer.

Mr. Carlson stated that a terrace which is open to the sky is a permitted encroachment into the front yard and that the side yard was mentioned in the Board's discussion.

Mr. Krucks clarified that he meant any setback.

Mr. Carlson asked what they would have to do to modify it to conform to a terrace.

Chairman Adams confirmed that terraces are a permitted encroachment and that the Board would have to clarify that something which is being called a terrace is really not a terrace and that the Board needed a definition of terrace. He stated that he did not know what the applicants would have to do to modify the existing structure so that it would become a terrace.

Mr. Carlson asked if the fact that there is a steel grate qualified it to not be a terrace.

Chairman Adams indicated that he understood Mr. Carlson's comments and that when a matter is called into the Board, there is no additional discussion from the applicants. He informed the applicants that there are only four Board members present at the meeting and that the applicants have the right to request a continuance as a matter of right and that they can further explore what a terrace is. Chairman Adams stated that while the applicants may be able to convince the absent Board members, he noted that there is a very high standard with regard to new construction and that when you start with a blank sheet there should be a conforming alternative. He also stated that the applicants' other alternative in that this Board is only a recommending Board to the Village Council, they can move forward with a vote.

Mr. Corcoran stated that they first have to determine what is a conforming terrace. He commented that the existing condition represented a practical solution for them and for the neighbors and that he understood that the Board has to work within the ordinances with which they were given.

Mr. Krucks commented that the vault itself may be problematic since it extended into the front yard, whether or not there are air conditioning units located within it.

Mr. D'Onofrio stated that they are attempting to split the hairs here.

The applicants then asked for a continuance and that they would like to work with the Village to find the right solution.

Mr. McCoy moved to continue the matter until the next meeting. The motion was seconded by Mr. Krucks. A vote was taken and the motion was unanimously approved, 4 to 0.

AYES: Adams, Hickey, Krucks, McCoy

NAYS: None

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## Agenda Item Executive Summary

**Title:** Resolution No. R-11-2016: Approving an Agreement with Utility Financial Solutions LLC, Inc. for Professional Services (Adoption)

**Presenter:** Brian Keys, Director of Water & Electric

**Agenda Date:** 03/17/2016

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

**Consent:**  YES  NO

### Item History:

The Water & Electric Department’s fiscal year 2016 budget contains funding for professional services to perform an electric utility rate study. The prior Electric Fund rate study was performed in 2005. The selected consultant will examine the existing rate structures, power supply costs, capital requirements, fund balance policy, and wholesale power cost adjustment methodology and develop recommendations. 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.

### Executive Summary:

Request for Proposal (RFP) #016-002 was issued for the professional services required to complete an electric utility cost-of-service rate study. The RFP is attached as Exhibit A to the Professional Services Agreement. As noted in the RFP, the scope includes forecasting net electric revenues to determine the adequacy of revenues provided by existing rates; performing a cost-of-service analysis to determine the relative responsibility of each rate classification, and recommending changes to the rates and/or rate structures. In addition, the consultant is expected to address funding options for long range capital improvements, recommending an annual target for the fund balance and reviewing the wholesale power cost adjustment methodology. The consultant is also tasked to develop a time of day rate structure for residential customers. 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 and subsequent incorporation into the development of the 2017 Electric Fund Budget.

Winnetka’s staff evaluated the proposals based on each firm’s expertise, project understanding, responsiveness, fees, and other factors such as references, etc. The proposal submitted by Utility Financial Solutions, LLC was selected over the other five firms.

With assistance of the Village Attorney, an agreement for professional services (Exhibit A) has been negotiated with Utility Financial Solutions LLC contingent on the Village Council’s approval. The agreement contains the consultant’s response to the RFP, clarifications on their proposal and the RFP itself. Resolution No. R-11-2016, prepared by the Village Attorney, approves the agreement and authorizes the Village President to execute, and the Village Clerk to attest, the document.

The Electric Fund FY2016 Budget contains \$55,000 (account #500.40.01-551) for consulting services associated with the rate study.

### Recommendation:

Consider adoption of Resolution No. R-11-2016 approving an agreement with Utility Financial Solutions, LLC for professional services to perform the electric utility cost-of-service rate study.

### Attachments:

Agenda Report dated March 9, 2016

- 1) Resolution No. R-11-2016
- 2) Exhibit A: Village of Winnetka Professional Services Agreement with Utility Financial Solutions, LLC
  - a) Professional Services Agreement Exhibit A: RFP #016-002
  - b) Professional Services Agreement Exhibit B: Utility Financial Solutions, LLC proposal dated January 29, 2016.
  - c) Professional Services Agreement Exhibit C: Clarifications

## AGENDA REPORT

**Subject:** Resolution R-11-2016; Approving an Agreement with Utility Financial Solutions LLC, Inc. for Professional Services (Adoption)

**Prepared by:** Brian Keys, Director of Water & Electric

**Ref:** October 27, 2015 Budget Presentation

**Date:** March 9, 2016

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Request for Proposal (RFP) #016-002 was issued for the professional services required to complete an electric utility cost-of-service rate study. The RFP is attached as Exhibit A to the Professional Services Agreement. As noted in the RFP, the scope includes forecasting net electric revenues to determine the adequacy of revenues provided by existing rates; performing a cost-of-service analysis to determine the relative responsibility of each rate classification, and recommending changes to the rates and/or rate structures. In addition, the consultant is expected to address funding options for long range capital improvements, recommending an annual target for the fund balance and reviewing the wholesale power cost adjustment methodology. The consultant is also tasked to develop a time of day rate structure for residential customers. 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 and subsequent incorporation into the development of the 2017 Electric Fund Budget.

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

| Company Name                          | Proposal                |
|---------------------------------------|-------------------------|
| BHMG Engineers Inc.                   | \$24,440                |
| Utility Financial Solutions, LLC      | \$31,300                |
| Leidos                                | \$39,500                |
| GDS Associates                        | \$48,640                |
| Burns & McDonnell Engineering Company | \$59,100                |
| NewGen Strategies and Solutions       | \$55,000 -<br>\$105,000 |

Winnetka’s staff evaluated the proposals based on each firm’s expertise, project understanding, responsiveness, fees, and other factors such as references, etc. The proposal submitted by

Utility Financial Solutions, LLC was selected over the other five firms. The firm specializes in cost of service studies, rate design, and financial projections. Utility Financial Solutions, LLC has worked with an extensive list of utilities of varying sizes. The firm is currently working on a rate study for the City of Naperville. Some of their other Illinois municipal clients include: Rantoul, St. Charles, and Rock Falls. Representatives from each of these communities provided positive feedback on the consultant. Utility Financial Solutions is also used by the American Public Power Association to teach courses on rate design, cost of service, and training courses for utility management and governing bodies. The lowest cost proposal was submitted by BHMG Engineers. This firm has successfully completed engineering related projects for the Electric Fund. Although the firm has performed rate studies for several downstate (Illinois) municipal utilities, staff is recommending Utility Financial Solutions for the Council's consideration when considering not only cost, but the firm's experience, staff qualifications and completeness of their proposal as it related to the Village's requested scope of work. The BHMG proposal contained some limitations to examining the existing rate structures. As such, some additional cost was anticipated if the firm was selected.

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The Electric Fund FY2016 Budget contains \$55,000 (account #500.40.01-551) for consulting services associated with the rate study.

**Recommendation:**

Consider adoption of Resolution No. R-11-2016 approving an agreement with Utility Financial Solutions, LLC for professional services to perform the electric utility cost-of-service rate study.

**A RESOLUTION APPROVING AN AGREEMENT WITH  
UTILITY FINANCIAL SOLUTIONS, LLC  
FOR AN ELECTRIC UTILITY COST OF SERVICE RATE STUDY**

**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 an electric utility cost of service study and the development of electric utility rate structures for the Village (“*Services*”); and

**WHEREAS**, on January 4, 2016, the Village issued a request for proposals for the performance of the Services; and

**WHEREAS**, Utility Financial Solutions, LLC (“*Consultant*”), submitted a proposal to the Village to perform the Services; 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 \$31,300.00 (“*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.

March 17, 2016

R-11-2016

**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 17th day of March, 2016, 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 \_\_\_\_\_, 2016, 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**"):** Utility Financial Solutions, LLC

**Address:** P.O. Box 582, Leland, MI 49654

**Telephone No.:** (231) 218-9664

**Email:** dlund@ufsweb.com

**Project Name/Description:** Electric Utility Cost of Service Rate Study

**Agreement Amount:** \$31,300

**B. Project Description.** Consultant shall prepare an electric utility cost of service study and develop rate structures to insure the adequacy of revenues provided for annual operating expenses, asset depreciation, and capital investments, 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**")** and **Exhibit C ("**Clarifications**")**.

**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 90 days after the Commencement Date ("**Time of Performance**"). After the Time of Performance, the Consultant shall present their findings to the Village Council at their request.

**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 60 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. 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 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 the RFP.

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

## **SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (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, 30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: [Peter Friedman]

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

Utility Financial Solutions, LLC  
P.O. Box 582  
Leland, MI 49654  
Attention: Dawn Lund

With a copy to:

Utility Financial Solutions  
185 Sun Meadow Ct.  
Holland, MI 49424  
Attention: Mark Beauchamp

**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.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

**VILLAGE OF WINNETKA**

By: \_\_\_\_\_  
Village Clerk

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

ATTEST:

**CONSULTANT**

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

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

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

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

**EXHIBIT A**

**RFP #016-002, 2016 Electric Utility Cost-of-Service Rate Study dated January 4,  
2016**

VILLAGE OF WINNETKA, ILLINOIS

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REQUEST FOR PROPOSALS FOR  
2016 ELECTRIC UTILITY COST-OF-SERVICE RATE  
STUDY  
RFP #016-002

**Issue Date:** January 4<sup>th</sup>, 2016

**Pre-Proposal Question Deadline:** January 20<sup>th</sup>, 2016

**Proposal Due Date:** January 29<sup>th</sup>, 2016 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

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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 (Rate Study Consultants) to conduct a comprehensive electric utility cost-of-service rate study.

The Village of Winnetka owns and operates the electrical distribution system that services the Village of Winnetka which consists of 5,038 customers. The customer base is primarily residential and small commercial which is currently defined by eight (8) rate classes.

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to [bkeys@winnetka.org](mailto: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.**

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VILLAGE OF WINNETKA, ILLINOIS

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PROJECT INFORMATION

|                          |  |               |               |
|--------------------------|--|---------------|---------------|
| <b>PROJECT NAME:</b>     | 2016 Electric Utility Cost-of-Service Rate Study |               |               |
| <b>FOR:</b>              | Water & Electric Department                      |               |               |
| <b>PURCHASING AGENT:</b> | Nicholas A. Mostardo                             | <b>PHONE:</b> | (847)716-3504 |

| <b>EVENT:</b>                  | <b>LOCATION:</b>   | <b>DATE:</b> | <b>TIME:</b> |
|--------------------------------|--|--------------|--------------|
| Pre-Proposal Question Deadline | E-Mail ONLY: <a href="mailto:bkeys@winnetka.org">bkeys@winnetka.org</a>          | 1/20/16      | 10:00AM      |
| Proposal Due Date              | Attn: Financial Services Coordinator<br>510 Green Bay Road<br>Winnetka, IL 60093 | 1/29/16      | 10:00AM      |

|   |   |
|---|---|
| √ | <b>SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b> |
|   | ORIGINAL PROPOSAL   |
|   | 2 COPIES  |
|   | ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE                                      |
|   | REFERENCES  |
|   | SIGNED AFFIDAVITS CONTAINED IN THIS PROPOSAL DOCUMENT                           |

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

# VILLAGE OF WINNETKA, ILLINOIS

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## 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](http://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](mailto: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](http://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

## VILLAGE OF WINNETKA, ILLINOIS

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](http://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 conduct a comprehensive electric utility cost-of-service rate study. The Electric Fund is an enterprise fund of the Village of Winnetka.

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 Village of Winnetka owns and operates the electrical distribution system that services the Village of Winnetka which consists of 5,038 customers. The customer base is primarily residential and small commercial.

- a) The Village recovers its cost through metered rate charges of eight types of customers (quantity);
- b) Residential (4318) (Note: Billed every other month)
- c) Large Residential (5)
- d) Space Heat (138)
- e) Commercial (504)
- f) Electric Water Heat (11)
- g) Street Lighting
- h) School & Government (61)
- i) High Demand (1)

The Village's owns and operates an Electric Plant that has a generating capacity of 32.8MW. This generation is a supplemental energy source to the bulk electric purchases. The Village currently has a full-requirements wholesale power purchase contract with the Illinois Municipal Power Agency (IMEA). IMEA delivers the power to the Village through Commonwealth Edison's (ComEd) 138 kV and three (3) 12.47kV underground tie lines.

The Village of Winnetka and the Illinois Municipal Electric Agency (IMEA) have executed a power sales contract in which the Village has agreed to purchase and IMEA agreed to provide and sell all of the electric power and energy required for the operation of Winnetka's municipal electric utility for a term extending through 2035. Under the Village's current contract with the IMEA, the Village purchases energy under a rate structure which includes energy (kWh), demand (kW), and reactive power (kVar) costs.

The primary distribution voltage is 12.47 kV. A small amount of 4.16 kV distribution remains in service. All customers are metered at a secondary voltage (less than 600 volts). The historic system peak demand is 40.089 MW in 2006 with accompanying energy purchase of 130,726,049 kWh's. Estimated electric sales for 2015 are 124,972,500 kWh's.

The Village's fiscal year begins January 1st. In 2014, the Electric Fund had Operating Revenue of \$14,515,763 and Operating Expenses of \$14,737,350. Operating income was \$140,171.

Appendices included for review by the Consultant in the preparation of their proposal include the following:

- a) Appendix A: Page 95 of the Comprehensive Annual Financial Report for fiscal year ended December 31, 2014.
- b) Appendix B: Rate Resolution R-36-2015, Resolution for Establishing Rates and Fees for Electric Service
- c) Appendix C: Excerpt of Village Code for Electric Utility
- d) Appendix D: FY 2016 Electric Fund Budget
- e) Appendix E: Electric Fund Capital Plan

### 3. SCOPE OF SERVICES

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

- a) Project Kickoff and Data Collection/Review

## VILLAGE OF WINNETKA, ILLINOIS

- i. Meeting with the Village staff to discuss the overall process and obtain information related to the existing electrical infrastructure, capital works, finances, and operations.
  - ii. Collection of data regarding the Village's water infrastructure asset attributes and budget
    - a. Electric funds budgets, historic actuals and proposed
    - b. Historic electric rates structures (cost per kWh & demand)
    - c. Historic kWh purchases
    - d. Historic kWh sales by rate class
    - e. Capital budget
    - f. IMEA bills
    - g. Historical Comprehensive Annual Financial Reports (CAFR)
  - iii. Identification of additional data required by the Consultant to complete the scope of work.
  - iv. Coordinate project timeline, milestone dates, process and deliverables.
  - v. Other relevant information that the Village and/or Consultant deems necessary.
- b) Rate Study
- A five (5) year forecast of net electric revenues to determine the adequacy of revenues provided by existing rates.
- i. This forecast should include projections of annual revenues under existing electric rates, fees, and the annual revenue requirement; including all operating expenses, capital requirements, asset depreciation, and margins, by year for a forward five (5) year period.
  - ii. The financial plan should identify the overall change in revenue required to provide for adequate funding for capital expenditures and to meet all recurring annual operating (O&M), asset depreciation, and to maintain sufficient cash balances and capital reserves.
  - iii. Prior to finalization of the five (5) year financial plan, the preliminary forecast results are to be provided to the Finance Department of the Village of Winnetka for assessment of estimated impacts on the cash flow of the utility. Based on this internal analysis, appropriate revisions to the forecast assumptions will be discussed and incorporated by the Rate Study Consultant into the final five (5) year financial plan.
- c) Utility Cost-of-Service Analysis
- i. A cost-of-service analysis is to be developed to identify the relative responsibility of each rate classification for the recovery of the costs of service.
  - ii. The cost-of-service analysis should include development of appropriate allocation factors based on statistical units of service and allocation methodologies generally accepted by the American Public Power Association (APPA), FERC, and/or other appropriate independent agencies.
    - a. The cost-of-service analysis should include comparison of surrounding electric utility rates, to at least include ComEd, and relevant local Alternate Retail Electric Suppliers (ARES).
- d) Utility Rate Change Analysis and Design
- i. The Consultant will be expected to design the appropriate utility rate schedules that provide revenue recovery sufficient to cover the total system revenue requirement, taking into consideration the revenue responsibility indicated by the cost-of-service analysis, the wholesale electricity purchase contract, and the Village's rate design policies and objectives. The rate design should include any proposed revisions to existing rate structures and classifications. The scope of the project will reach all electric consumers in Winnetka's service area.
    - a. Note that revised electric rates should be developed for five fiscal years (Calendar Years 2017 thru 2021).

## VILLAGE OF WINNETKA, ILLINOIS

- e) Other Issues to be Examined
  - i. The Village utilizes an annual Wholesale Power Purchase Cost Adjustment on customer bills to recover the fluctuating power supply costs. The Consultant will review the existing approach and make recommendations for improvement in the methodology if needed.
  - ii. The Consultant will review demand and energy revenue received by customer class versus revenue collected to determine if the costs are properly allocated.
  - iii. The Consultant will examine rates and costs for customers receiving Renewable Energy Production Credits. Those customers (currently 3) with excess solar energy that sell excess production back to the Village.
  - iv. The Consultant will examine the current Fund Balance Policy for the Electric Fund which is \$5.42 million (4 months of operating expenses).
  - v. The Consultant will develop an optional (customer choice) Time of Day rate structure for residential customers.
  - vi. The Consultant will review the Payment in Lieu of Taxes structure and amount remitted to the General Fund. The Consultant will compare it to other public power entities and/or guidance from the American Public Power Association.
  - vii. The Consultant will (financially) evaluate the potential to advance a planned substation transformer addition currently planned for 2023/2024 to an earlier date based on the development of optional alternative rate changes to the rate structure.
  - viii. The Consultant will evaluate the impact of proposed rate changes on customers.
- f) The Consultant will prepare a final report for the completed scope of work.
  - i. The Final report shall also contain the following elements and analysis:
    - a. Assess the Village's electrical infrastructure long range capital improvement plan with funding options.
    - b. Assess the benefits and downsides of utilizing various funding methods, including debt and pay as you go financing.
    - c. Recommendations for annual targets for fund balance.
    - d. Assess the current rate structure's performance as a baseline for comparing recommended alternatives.
    - e. Assess the performance of any proposed rate structure(s) and provide a recommendation on the preferred rate structure.
    - f. Provide all data for supporting conclusions and observations for each of the areas above and cited within the study.
  - ii. The Consultant shall provide a draft report and present it to staff in a face-to-face review meeting. 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.
- g) 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.

## VILLAGE OF WINNETKA, ILLINOIS

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

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

|   |     |
|---|-----|
| Comprehension, approach and work plan   | 30% |
| Relevant firm/company experience with similar projects                        | 20% |
| Relevant project personnel experience and qualifications                      | 20% |
| Estimated total project cost  | 20% |
| Other factors (references, proposed time of completion, office location, etc) | 10% |

The project 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 comprehension and approach to the project's objective;
- b) The experience of the consulting firm with electric utility rate studies;
- c) The consultant's experience and reputation for satisfactory work, judgment, integrity, and timeliness;
- d) The experience of the principals and proposed team members for performing the contract;
- e) The extent to which the proposal and consultant meet the stated requirements and specifications;
- f) Project fees for project scope as described.

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.

### 6. PROPOSED CALENDAR OF SIGNIFICANT DATES

The timetable below details significant milestones and dates that will be important to the respondents throughout the RFP process. The dates listed above and in the table below are best estimates and are NOT committed timeframes, nor do they obligate the Village of Winnetka to a contract.

|  |                             |
|--|-----------------------------|
| Issue Request for Proposals                          | January 4, 2016             |
| Proposals Due  | January 29, 2016            |
| Proposal Review & Interviews (if necessary)          | February 1-12, 2016         |
| Vendor Selection – Contract Negotiation              | February 15-March 4, 2016   |
| Presentation at Village Council Meeting for Approval | March 1 or March 15, 2016   |
| Rate Study to Begin                                  | No later than April 1, 2016 |
| Draft Report Due                                     | June 3, 2016                |
| Presentation of Study at Council Meeting (Tentative) | June 21 or July 5, 12 or 19 |

**PLEASE NOTE THAT ATTACHED APPENDICES FOLLOW PAGE 29 OF THIS RFP PACKET.**

**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:

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

### 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.

# VILLAGE OF WINNETKA, ILLINOIS

## 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.

## VILLAGE OF WINNETKA, ILLINOIS

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        |                  |                    |

# VILLAGE OF WINNETKA, ILLINOIS

## 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<br><b style="font-size: 1.5em;">W-9</b><br>(Rev. December 2011)<br>Department of the Treasury<br>Internal Revenue Service | <b style="font-size: 1.2em;">Request for Taxpayer<br/>                 Identification Number and Certification</b>  | Give Form to the<br>requester. Do not<br>send to the IRS. |
| Print or type<br>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:<br><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<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ |   |
|  | <input type="checkbox"/> Other (see instructions) ▶ _____   |   |
|  | Address (number, street, and apt. or suite no.)   | Requestor's name and address (optional)                   |
| City, state, and ZIP code  |   |   |
| List account number(s) here (optional)   |   |   |

|  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <b>Part I Taxpayer Identification Number (TIN)</b>   |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 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="margin: auto;"> <tr><td colspan="9" style="text-align: center;">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="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table> | Employer identification number |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Employer identification number   |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|   |  |
|---|--|
| <b>Part II Certification</b>  |  |
| 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<br>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<br>3. I am a U.S. citizen or other U.S. person (defined below).   |  |
| <b>Certification Instructions.</b> 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. |  |
| <b>Sign Here</b>  | Signature of U.S. person ▶ _____<br><br>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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

**Note.** 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.

|                          |  |
|--------------------------|--|
| <b>COMPANY NAME:</b>     |  |
| <b>ADDRESS:</b>          |  |
|                          |  |
| <b>CONTACT PERSON:</b>   |  |
| <b>TELEPHONE NUMBER:</b> |  |

|                          |  |
|--------------------------|--|
| <b>COMPANY NAME:</b>     |  |
| <b>ADDRESS:</b>          |  |
|                          |  |
| <b>CONTACT PERSON:</b>   |  |
| <b>TELEPHONE NUMBER:</b> |  |

|                          |  |
|--------------------------|--|
| <b>COMPANY NAME:</b>     |  |
| <b>ADDRESS:</b>          |  |
|                          |  |
| <b>CONTACT PERSON:</b>   |  |
| <b>TELEPHONE NUMBER:</b> |  |

|                          |  |
|--------------------------|--|
| <b>COMPANY NAME:</b>     |  |
| <b>ADDRESS:</b>          |  |
|                          |  |
| <b>CONTACT PERSON:</b>   |  |
| <b>TELEPHONE NUMBER:</b> |  |

|  |  |
|--|--|
| <b>STATE THE NUMBER OF YEARS IN BUSINESS:</b>          |  |
| <b>STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:</b> |  |



**VILLAGE OF WINNETKA, ILLINOIS**

|                             |  |
|-----------------------------|--|
| <b>COMPANY NAME:</b>        |  |
| <b>ADDRESS:</b>             |  |
|                             |  |
|                             |  |
| <b>CONTACT PERSON:</b>      |  |
| <b>TELEPHONE NUMBER:</b>    |  |
| <b>WORK TO BE PROVIDED:</b> |  |

|                             |  |
|-----------------------------|--|
| <b>COMPANY NAME:</b>        |  |
| <b>ADDRESS:</b>             |  |
|                             |  |
|                             |  |
| <b>CONTACT PERSON:</b>      |  |
| <b>TELEPHONE NUMBER:</b>    |  |
| <b>WORK TO BE PROVIDED:</b> |  |

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 #16-002**

**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 #:** 16-002  
**DUE DATE:** 1/29/16  
**DUE TIME:** 10:00AM  
**DESCRIPTION:** 2016 Electric Utility Cost-of-Service 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!**

## Appendix A

Page 95 of the Comprehensive Annual Financial Report for fiscal year ended December 31, 2014.

VILLAGE OF WINNETKA, ILLINOIS

Electric - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual  
For the Fiscal Year Ended December 31, 2014

|                                  | Original<br>and Final<br>Budget | Actual               |
|----------------------------------|---------------------------------|----------------------|
| Operating Revenues               |                                 |                      |
| Charges for Services             | \$ 15,253,036                   | \$ 14,515,763        |
| Miscellaneous                    | 90,000                          | 221,587              |
| Total Operating Revenues         | <u>15,343,036</u>               | <u>14,737,350</u>    |
| Operating Expenses               |                                 |                      |
| Administration                   |                                 |                      |
| General and Administrative       | 2,732,457                       | 2,789,687            |
| Operations                       |                                 |                      |
| Generation                       | 9,113,520                       | 8,654,350            |
| Distribution                     | 1,420,326                       | 1,504,977            |
| Depreciation                     | 1,600,000                       | 1,648,165            |
| Total Operating Expenses         | <u>14,866,303</u>               | <u>14,597,179</u>    |
| Operating Income                 | <u>476,733</u>                  | <u>140,171</u>       |
| Nonoperating Revenues (Expenses) |                                 |                      |
| Investment Income                | 15,000                          | 14,899               |
| Rental Income                    | 239,962                         | 519,893              |
| Other Income                     | -                               | 80,303               |
| Disposal of Capital Assets       | 10,000                          | (49,509)             |
|                                  | <u>264,962</u>                  | <u>565,586</u>       |
| Income Before Transfers          | 741,695                         | 705,757              |
| Transfers Out                    | <u>(1,064,616)</u>              | <u>(1,064,616)</u>   |
| Change in Net Position           | <u>\$ (322,921)</u>             | (358,859)            |
| Net Position - Beginning         |                                 | <u>28,199,040</u>    |
| Net Position - Ending            |                                 | <u>\$ 27,840,181</u> |

## Appendix B

### Rate Resolution R-36-2015, Resolution for Establishing Rates and Fees for Electric Service

**RESOLUTION NO. R-36-2015**

**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 | <del>\$0.1251</del> <u>\$0.1276</u> per kWh |
| Winter Rate | <del>\$0.1099</del> <u>\$0.1121</u> per kWh |

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

Energy Charge

|                  |   |
|------------------|---|
| Summer Rate      | <del>\$0.1248</del> <u>\$0.1273</u> per kWh |
| Winter Rate      |   |
| First 750 kWh    | <del>\$0.1126</del> <u>\$0.1149</u> per kWh |
| All over 750 kWh | <del>\$0.0765</del> <u>\$0.0780</u> 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    | <del>\$0.1223</del> <u>\$0.1247</u> per kWh |
| All over 15,000 kWh | <del>\$0.0932</del> <u>\$0.0951</u> per kWh |
| Winter Rate         |   |
| First 15,000 kWh    | <del>\$0.1084</del> <u>\$0.1106</u> per kWh |
| All over 15,000 kWh | <del>\$0.0829</del> <u>\$0.0846</u> 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   | <del>\$0.0940</del> \$0.0959 per kWh |
| Winter Rate   | <del>\$0.0829</del> \$0.0846 per kWh |

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

|               |                                      |
|---------------|--------------------------------------|
| Energy Charge |                                      |
| Summer Rate   | <del>\$0.1044</del> \$0.1065 per kWh |
| Winter Rate   | <del>\$0.1044</del> \$0.1065 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<sub>UG</sub>:* The Project Cost per customer with underground Service Lines, which shall be determined by dividing Cost 1 by the number of customers in the Project Area.

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

*Applicable Project Cost:* The Project Costs as allocated to the individual customers in the Project Area. The Applicable Project Cost for each customer with underground Service Lines shall be Project Cost<sub>UG</sub>. The Applicable Project Cost for each customer with overhead Service Lines shall be Project Cost<sub>OH</sub>.

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

**SECTION 7: Disconnection or Reconnection Fee.** The following fees shall be charged and collected for service calls to disconnect or reconnect service as the result of nonpayment, as provided in Section 13.08.060 of the Winnetka Village Code:

**SERVICE DISCONNECTION OR RECONNECTION FEE**

| <b><u>Time of Service Call</u></b>  | <b><u>Fee</u></b>             |
|---|-------------------------------|
| During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.) | \$95.00 per service dispatch  |
| All other times (Evenings, nights, weekends and holidays)   | \$265.00 per service dispatch |

**SECTION 8: Replacement of Touchpad.** The following fees shall be charged for replacement of removed touchpads and replacement of the touchpad wiring.

|                                |          |
|--------------------------------|----------|
| Replacement of Touchpad        | \$95.00  |
| Replacement of Touchpad Wiring | \$265.00 |

**SECTION 9: 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<br>(Includes conduits for communication conductors) | \$ 9,800 |
| Installation of a 400 Amp service<br>(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~~<sup>5</sup>, and this resolution shall supersede Resolution R-3~~6~~<sup>3</sup>-201~~4~~<sup>3</sup>.

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

**ADOPTED** this 1<sup>st</sup> day of December, 2015, pursuant to the following roll call vote:

**AYES:** Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos

**NAYS:** None

**ABSENT:** None

Signed:



Village President

Countersigned:



Village Clerk

Introduced: November 17, 2015

Adopted: December 1, 2015

## Appendix C

### Excerpt of Village Code for Electric Utility

Print

Winnetka, IL Village Code

## **Chapter 13.08 MUNICIPAL ELECTRIC SYSTEM**

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### Sections:

- 13.08.010 Electric service by Village.
- 13.08.015 Bidding or selling of system demand response.
- 13.08.020 Rules and regulations.
- 13.08.030 Meters.
- 13.08.040 Charges for electric service.
- 13.08.050 Reading meters--Issuance of bills.
- 13.08.060 Effect of nonpayment of bill.
- 13.08.070 Application for electric service.
- 13.08.080 Rates for residential service.
- 13.08.090 Rates for residential space heating service.
- 13.08.100 Rates for commercial service.
- 13.08.110 Rates for government and school service.
- 13.08.120 Rates for water heating service.
- 13.08.130 Rates for large residential service.
- 13.08.140 Rates for street lighting service.
- 13.08.150 Rates for summer service.
- 13.08.155 Credits for certain renewable energy sources.
- 13.08.160 Wholesale power purchase cost adjustment.
- 13.08.170 Inspection and condition of premises.
- 13.08.180 Electric service connection.
- 13.08.190 Turning on electricity after discontinuance of service.
- 13.08.200 Interference with meter.
- 13.08.210 Electricity at construction sites.

13.08.220 Location of utility facilities.

13.08.230 Discretionary undergrounding of transmission and distribution lines.

13.08.240 Rates for discretionary undergrounding.

13.08.250 Referendum for disposition of property.

13.08.260 Standards for renewable energy sources.

### **Section 13.08.010 Electric service by Village.**

A. Electric Utility. It is lawful for the Village to own and operate an electric utility consisting of such plant, equipment, lines and property, and any appurtenances, used or intended to be used to generate, transmit, distribute and sell electricity to all users of electricity located within the corporate limits of the Village and to such other users of electricity outside of the corporate limits as the Council of the Village determines, in the exercise of its discretion, may lawfully and reasonably be supplied with electricity without interfering with or impairing electric service to users within the Village.

B. Operation of Electric Utility. The Municipal Electric Utility shall be operated by the Water and Electric Department established in Chapter 2.68 of this code.

C. Use of Municipal Electric Utility Required. Every location within the corporate limits of the Village that uses electricity shall be connected to the Municipal Electric Utility. Except as otherwise provided in section 13.08.260 of this chapter, all electric service to any location within the corporate limits of the Village shall be provided by the Municipal Electric Utility.

D. Terms and Conditions of Service. All electric service shall be provided in accordance with the provisions of this chapter and the rules and regulations promulgated pursuant to this chapter.

(MC-8-2008 § 2, Amended, 11/18/2008; Ord. MC-228-99 § 6 (part), 1999: prior code § 9.01)

### **Section 13.08.015 Bidding or selling of system demand response.**

A. General Prohibition Against Bidding or Selling System Demand Response. Except as provided in subsections B. and C. of this section, all retail customers of the Municipal Electric Utility are hereby restricted, precluded and prohibited from (a) bidding or selling demand response into any organized electric or ancillary services markets operated or administered by any independent system operator or any regional transmission organization or (b) otherwise participating in such markets with any demand response resources, whether directly or through a third-party aggregator.

B. Curtailment Service Provider Authorized. The Illinois Municipal Electric Agency (IMEA) is hereby approved, authorized and permitted to operate as a Curtailment Service Provider with respect to demand response resources within the Village's Municipal Electric Utility System, including the behind-the-meter generation owned by the Village that has been dedicated to IMEA, and to offer and sell such demand response resources into programs and markets of PJM Interconnection, L.L.C or its duly authorized successor.

C. Exception to General Prohibition. Notwithstanding the general prohibition stated in subsection A. above, to the extent that the offer and sale of the above-referenced generation into such markets by IMEA may be deemed to be such a bid, sale or participation through a third-party aggregator, such offer and sale by IMEA is hereby specifically authorized. (MC-1-2010 § 3, Amended, 2/4/2010; Ord. MC-2-2009 § 2, 2009)

#### **Section 13.08.020 Rules and regulations.**

The Water and Electric Department shall adopt and enforce such rules and regulations as may be necessary to give effect to and explain the provisions of this chapter. The Water and Electric Director shall make recommendations to the Village Manager regarding the content of the rules and regulations and shall enforce the rules and regulations once they are adopted.

(Ord. MC-228-99 § 6 (part), 1999; prior code § 9.02)

#### **Section 13.08.030 Meters.**

A. Meters Required. Unless otherwise specifically provided in this chapter, all electric services shall be metered.

B. Meters to Be Provided by Village. The Water and Electric Department shall provide meters to be located upon all premises furnished with electric service, for the purpose of metering the quantity of electric energy supplied by the Village to such premises. All meters shall be owned and maintained by the Water and Electric Department at its expense. Notwithstanding the foregoing, any customer that requires a bi-directional or other custom meter to allow for the registration of energy obtained from a renewable source pursuant to sections 13.08.155 and 13.08.260 of this chapter, shall be responsible for all costs related to the purchase, installation, maintenance, repair and replacement of such meter to the extent those costs exceed the costs related to standard meters used by customers that are not connected to a renewable energy source. (Ord. MC-8-2008 § 3, Amended, 11/18/2008; Ord. MC-228-99 § 6 (part), 1999; prior code § 9.03)

C. Meter Pedestals. The meter pedestal or meter enclosure for underground electric service shall be provided by the customer and shall be owned and maintained at the customer's expense.

(Amended MC-4-2002 § 2, 2002)

#### **Section 13.08.040 Charges for electric service.**

A. Establishing Rates and Fees. Each person using electricity furnished by the Water and Electric Department to any building or premises shall be charged for such service in accordance with rates, fees and charges established from time to time by resolution of the Village Council. All resolutions setting or amending rates, fees and other charges for electric service shall be introduced at one meeting and adopted at a subsequent meeting.

B. Additional Charges for Failure to Pay Bill. If any bill for electric service is not paid within the payment period prescribed by resolution, a later payment penalty of five percent shall be added to the bill and collected from the user.

C. Collection Costs. Any unpaid bill that is turned over for collection shall be subject to an additional charge, the amount of which shall be established by the Village Manager, upon the recommendation of the Director of Finance, in an amount sufficient to recover the Village's costs of carrying and collecting the debt.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.04)

#### **Section 13.08.050 Reading meters--Issuance of bills.**

A. Reading Meters. Electric meters shall be read periodically and bills for electric service shall be payable at Village Hall at the time provided for by the applicable rate resolution.

B. Estimate of Electric Consumption. Whenever for any cause any electric meter shall fail to register accurately the amount of electric used, consumed or delivered to any premises, the Water and Electric Director is authorized to estimate the amount of electricity used, consumed or delivered to the premises. The estimate shall be based on any relevant information available to the Village, including the average amount of electricity used, consumed or delivered to any such premises as shown by the records of the Water and Electric Department during the corresponding period of the preceding year. Such estimate shall be the basis for billing for electric service to such premises.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.05)

#### **Section 13.08.060 Effect of nonpayment of bill.**

A. Discontinuance of Service. Any account for electric service for which payment is not received within the time prescribed in the applicable rate resolution, including the surcharge time allowed, shall be considered a delinquent account, and it shall be the duty of the Water and Electric Department to discontinue service until the delinquent account is paid in full or an enforceable payment plan has been entered into as provided in Section 1.04.140(C) of this code. A disconnection charge shall be charged to the customer's account, in an amount set by resolution of the Village Council introduced at one meeting and adopted at a subsequent meeting.

B. Unpaid Accounts Constitute Lien. All unpaid amounts of rates, fees and charges for electric service shall constitute a lien against the property for which service was provided, to the extent such lien is authorized by law.

C. Effect of Delinquent Accounts. All delinquent electric accounts shall be subject to the provisions of Section 1.04.140 of this code. In addition, no person with a delinquent electric account shall either be allowed a new electric service connection at another location served by the Municipal Electric Utility, or a change or upgrade of the service at the premises for which the delinquent account has accrued, unless the account is paid in full for an enforceable payment plan has been agreed to by the Village.

D. Security Deposits. The Village may require a security deposit from existing customers under the following circumstances:

1. If the customer's wires, pipes, meters or other service equipment have been tampered with and the customer has benefited from the tampering;
2. If the customer has paid late two times within any twelve (12) month period; or
3. If the customer's service has been discontinued for nonpayment of bills.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.06)

#### **Section 13.08.070 Application for electric service.**

A. Application. Any owner or occupant of premises either within the corporate limits of the Village or otherwise adjacent to the electric distribution system of the Village, may obtain electric service by signing an application or contract, in the regular form used by the Water and Electric Department at the time of application, for the particular class of service desired, and providing for the appropriate security, if any, required under subsection B of this section. The application for service shall contain an agreement that the applicant will conform to all the provisions of this code, to all applicable resolutions and to all of the rules and regulations of the Water and Electric Department as a condition precedent to receiving electric service from the Village.

B. Cash Deposit. Collection of a cash deposit in an amount equal to the estimated maximum for the bill for the billing cycle (as determined by the Finance Director) of an applicant for electric service if the applicant is not the owner of the premises to which the service is to be provided. In lieu of such deposit, the applicant may file an agreement, signed by the owner of the premises, agreeing to pay on demand the amount of any bills for services rendered to the nonowner applicant. The deposit shall be not less than twenty-five dollars (\$25.00) and shall be used first in payment of the final bill for services rendered and the balance, if any, returned to the depositor.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.07)

#### **Section 13.08.080 Rates for residential service.**

A. Each customer using electric energy furnished by the Water and Electric Department for lighting and power to any building or premises for residential purposes shall pay such basic rate charge as is determined from time to time by resolution of the Village Council introduced at one meeting and enacted at a subsequent meeting.

B. The basic rate charge for each kilowatt hour supplied in the period covered by any bill is subject to adjustment in accordance with the provisions of the purchase power cost adjustment Rider A as provided in Section 13.08.160 of this chapter.

C. Where three phase service is provided, the customer shall pay an additional monthly service charge as prescribed by resolution of the Village Council.

D. On every bill of each customer there shall be added to the charge a computed above a charge to offset the effect of the tax imposed by the state pursuant to "The Public Utilities Revenue Act" (35 ILCS 620/1 et seq.). Such added charge shall be separately itemized and shown on the face of the customer's bill.

E. On every bill of each customer there shall be added a surcharge as prescribed in the rules and regulations, to be paid upon payment of the bill if the bill is not paid within the time prescribed in the rules and regulations. The surcharge shall be separately itemized and shown on the face of the customer's bill.

F. Service under this rate will be furnished only to single occupancy buildings. Where service to a multiple occupancy building is desired under this section, each occupancy unit shall be treated as a separate customer and served through a separate metering installation.

G. Where a residence and a business are combined in one premises, service will not be furnished for the entire premises under this rate unless the preponderant requirement is for residential purposes.

H. Service under this section shall be available only under terms and conditions set forth in the rules and regulations of the Water and Electric Department relating particularly to use of intermittent equipment, control of power factor and procedures for service connections and metering.

(Ord. MC-228-99 § 6 (part), 1999; prior code § 9.08)

#### **Section 13.08.090 Rates for residential space heating service.**

A. Each customer using electric energy furnished by the Water and Electric Department for space heating requirements as well as for lighting and power to any building; provided that, the major electric space heating facilities are permanently installed, shall pay such basic rate charge as is determined from time to time by resolution of the Village Council introduced at one meeting and enacted at a subsequent meeting.

B. The basic rate charge for each kilowatt hour supplied in the period covered by any bill is subject to adjustment in accordance with the provisions of the purchase power cost adjustment Rider A as provided in Section 13.08.160 of this chapter.

C. Where three phase service is provided, a customer shall pay an additional monthly service charge as prescribed by resolution of the Village Council.

D. On every bill of each customer there shall be added to the charge as computed above a charge to offset the effect of the tax imposed by the state pursuant to "The Public Utilities Revenue Act" (35 ILCS 620/1 et seq.). Such added charge shall be separately itemized and shown on the face of the customer's bill.

E. On every bill of each customer there shall be added a surcharge as prescribed in the rules and regulations, to be paid upon payment of the bill if the bill is not paid within the time prescribed in the rules and regulations. The surcharge shall be separately itemized and shown on the face of the customer's bill.

F. Service under this rate will be provided to each customer only if all of the requirements for space heating, cooking, water heating and air conditioning are supplied electrically. Where service to a multiple occupancy building is desired under this section, each occupancy unit shall be treated as a separate customer and served through a separate metering installation.

G. Where a residence and a business are combined in one premises, service will not be furnished for the entire premises under this rate unless the preponderant requirement is for residential purposes.

H. Service under this section shall be available only under terms and conditions set forth in the rules and regulations of the Water and Electric Department relating particularly to use of intermittent equipment, control of power factor and procedures for service connections and metering.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.09)

### **Section 13.08.100 Rates for commercial service.**

A. Each customer using electric energy furnished by the Water and Electric Department and supplied for lighting and power to any building or premises used for commercial purposes shall pay such basic rate charge as is determined from time to time by resolution of the Village Council introduced at one meeting and enacted at a subsequent meeting.

B. The basic rate charge for each kilowatt hour supplied in the period covered by any bill is subject to adjustment in accordance with the provisions of the purchase power cost adjustment Rider A as provided in Section 13.08.160 of this chapter.

C. Where three phase service is provided, a customer shall pay an additional monthly service charge as prescribed by resolution of the Village Council.

D. On every bill of each customer there shall be added to the charge as computed above a charge to offset the effect of the tax imposed by the state pursuant to "The Public Utilities Revenue Act" (35 ILCS 620/1 et seq.). Such added charge shall be separately itemized and shown on the face of the customer's bill.

E. On every bill of each customer there shall be added a surcharge as prescribed in the rules and regulations, to be paid upon payment of the bill if the bill is not paid within the time prescribed in the rules and regulations. The surcharge shall be separately itemized and shown on the face of the customer's bill.

F. Where a residence and a business are combined in one premises, service will not be furnished for the entire premises under this rate unless the preponderant requirement is for commercial purposes.

G. Service under this section shall be available only under terms and conditions set forth in the rules and regulations of the Water and Electric Department relating particularly to use of intermittent equipment, control of power factor and procedures for service connections and metering.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.10)

**Section 13.08.110 Rates for government and school service.**

A. Each government agency and each school, seminary or college conducted on a not-for-profit basis, using electric service furnished by the water and electric department for lighting and power to any building or premises used solely for governmental or school purposes shall pay such basic rate charge as is from time to time by resolution of the village council introduced at one meeting and enacted at a subsequent meeting.

B. The basic rate charge for each kilowatt hour supplied in the period covered by any bill is subject to adjustment in accordance with the provisions of the purchase power cost adjustment Rider A as provided in Section 13.08.160 of this chapter.

C. On every bill of each customer there shall be added to the charge as computed above a charge to offset the effect of the tax imposed by the state pursuant to "The Public Utilities Revenue Act" (35 ILCS 620/1, et seq.). Such added charge shall be separately itemized and shown on the face of the customer's bill.

D. Service under this rate will be furnished only to government agencies, to any public school, for educational activities of private schools, seminaries, colleges, and any other educational institutions organized and operated on a not-for-profit basis.

E. Where there are two or more demand metering installations on customer's premises, the demand in any thirty (30) minute interval shall be determined by adding together the separate demands at each metering installation during such thirty (30) minute interval. The maximum demand in any month shall be the highest thirty (30) minute demand established during such month. The maximum demands and kilowatt hours supplied at two or more premises will not be combined for billing purposes.

F. Where there are two or more watt-hour metering installations on a customer's premises, the kilowatt hours supplied shall be determined by adding together the kilowatt hours metered at each installation.

G. Service under this section shall be available only under terms and conditions set forth in the rules and regulations of the Water and Electric Department relating particularly to use of intermittent equipment, control of power factor and procedures for service connections and metering.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.11)

**Section 13.08.120 Rates for water heating service.**

A. Each customer using electric energy furnished by the Water and Electric Department for water heating requirements to any building or premises shall pay such basic rate charge as is determined from time to time by resolution of the Village Council introduced at one meeting and enacted at a subsequent meeting.

B. The basic rate charge for each kilowatt hour supplied in the period covered by any bill is subject to adjustment in accordance with the provisions of the purchase power cost adjustment Rider A as provided in Section 13.08.160 of this chapter.

C. On every bill of each customer there shall be added to the charge as computed above a charge to offset the effect of the tax imposed by the state pursuant to "The Public Utilities Revenue Act" (35 ILCS 620/1, et seq.). Such added charge shall be separately itemized and shown on the face of the customer's bill.

D. Service under this rate shall be available only under the following conditions and restrictions:

1. The building or premises must be equipped by the customer or owner with a three wire one hundred fifteen (115)/two hundred thirty (230) volt service connection to the distribution lines of the village.

2. Only permanently installed storage-type electric water heaters with thermostatic control, equipped with heating elements of not less than one thousand (1,000) watts nor more than four thousand (4,000) watts capacity at two hundred thirty (230) volts, which conform to the Department's standard specifications for water heaters, shall be used by the customer.

3. Energy shall be furnished through a separate two hundred thirty (230) volt meter, to be supplied by the Village, and no other appliance shall be connected to such meter.

4. The customer shall provide and maintain all necessary wiring.

5. Energy will be supplied under this rate only in case the demand of the heater does not exceed the capacity of the transformer and service connection required for service furnished at other rates, and only during such portions of any twenty-four (24) hour period, aggregating not more than eighteen (18) hours per day, when the generating and line capacity of the Village is not required for other service. Such periods of the day, during which energy is supplied under this rate, may be established and changed at the option of the Village whenever demands on its generating and distribution system make such changes advisable.

6. No additional investment shall be required by the Village, other than for the meter necessary to measure the energy used, and if additional investment is required to furnish service under this rate to any applicant in order to reserve necessary capacity to render adequate service under other rates, the Village shall have the right to restrict the availability of this rate in such cases.

7. Failure of the customer to comply with one or more of the foregoing conditions shall be sufficient cause for the discontinuance of the service under this rate.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.12)

### **Section 13.08.130 Rates for large residential service.**

A. Each customer using electric energy furnished by the Water and Electric Department for lighting and power to any building or premises for residential purposes with an established demand in excess of fifty (50) kW shall pay such basic rate charge as is determined from time to time by resolution of the Village Council introduced at one meeting and enacted at a subsequent meeting.

B. The basic rate charge for each kilowatt hour supplied in the period covered by any bill is subject to adjustment in accordance with the provisions of the purchase power cost adjustment Rider A as provided in Section 13.08.160 of this chapter.

C. Where three phase service is provided, the customer shall pay an additional monthly service charge as prescribed by resolution of the Village Council.

D. On every bill of each customer there shall be added to the charge as computed above a charge to offset the effect of the tax imposed by the state pursuant to "The Public Utilities Revenue Act" (35 ILCS 620/1, et seq.). Such added charge shall be separately itemized and shown on the face of the customer's bill.

E. On every bill of each customer there shall be added a surcharge as prescribed in the rules and regulations, to be paid upon payment of the bill if the bill is not paid within the time prescribed in the rules and regulations. The surcharge shall be separately itemized and shown on the face of the customer's bill.

F. Service under this rate will be furnished only to single occupancy buildings. Where service to a multiple occupancy building is desired under this section, each occupancy unit shall be treated as a separate customer and served through a separate metering installation.

G. Where a residence and a business are combined in one premises, service will not be furnished for the entire premises under this rate unless the preponderant requirement is for residential purposes.

H. Service under this section shall be available only under terms and conditions set forth in the rules and regulations of the Water and Electric Department relating particularly to use of intermittent equipment, control of power factor and procedures for service connections and metering.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.13)

#### **Section 13.08.140 Rates for street lighting service.**

A. Each customer using electric energy furnished by the Water and Electric Department for lighting public ways for municipal purposes shall pay such basic rate charge as is determined from time to time by resolution of the Village Council introduced at one meeting and enacted at a subsequent meeting.

B. The basic rate charge for each kilowatt hour supplied in the period covered by any bill is subject to adjustment in accordance with the provisions of the purchase power cost adjustment Rider A as provided in Section 13.08.160 of this chapter.

C. Where three phase service is provided, the customer shall pay an additional monthly service charge as prescribed by resolution of the Village Council.

D. On every bill of each customer there shall be added to the charge as computed above a charge to offset the effect of the tax imposed by the state pursuant to "The Public Utilities Revenue Act" (35 ILCS 620/1, et seq.). Such added charge shall be separately itemized and shown on the face of the customer's bill.

E. On every bill of each customer there shall be added a surcharge as prescribed in the rules and regulations, to be paid upon payment of the bill if the bill is not paid within the time prescribed in the rules and regulations. The surcharge shall be separately itemized and shown on the face of the customer's bill.

F. Service under this section shall be available only under terms and conditions set forth in the rules and regulations of the Water and Electric Department relating particularly to use of intermittent equipment, control of power factor and procedures for service connections and metering.

G. Service under this section may be unmetered, in which case the rates shall be based on the number and type of fixtures.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.14)

#### **Section 13.08.150 Rates for summer service.**

Where summer rates are established by any resolution of the Council for using electric energy, such rates shall be in effect for each of the four consecutive months with ending meter dates on or after June 1<sup>st</sup> of each year.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.15)

#### **Section 13.08.155 Credits for certain renewable energy sources.**

A. Any customer that has installed a solar or wind generating unit of 10 kW or less in accordance with the standards established by section 13.08.260 of this chapter shall be eligible, upon submitting a written request, to receive a credit for energy delivered to the Village.

B. The formula for calculating the renewable energy production credit shall be established by resolution of the Village Council introduced at one meeting and adopted at a subsequent meeting.

C. The renewable energy credit shall be separately itemized and shown on the face of the customer's bill.

(Ord. MC-8-2008 § 4, Added, 11/18/2008)

#### **Section 13.08.160 Wholesale power purchase cost adjustment.**

The charges for all kilowatt hours of energy supplied in the period covered by any bill shall be increased or decreased by an amount to be known as the wholesale power purchase cost adjustment, which shall reflect changes in the total costs incurred by the Village for the purchase of wholesale power for furnishing electric energy. The wholesale power purchase cost adjustment shall be established by a resolution of the Village Council introduced at one meeting and enacted at a subsequent meeting, which resolution shall either set a specific amount for the wholesale power purchase cost adjustment or establish a methodology for calculating the wholesale power purchase cost adjustment.

(Ord. MC-1-2008, § 2, 2008; Ord. MC-228-99 § 6 (part), 1999: prior code § 9.16)

**Section 13.08.170 Inspection and condition of premises.**

Before any electric energy shall be supplied by the Village to any premises in the Village, the wiring, electric service connections, fixtures and other electric equipment shall be inspected by the Village. No electric energy shall be supplied to any premises if the wiring, electric service connections, fixtures or other electric equipment are not constructed and maintained completely in accordance with the provisions of this code and with the provisions of all rules and regulations of the Water and Electric Department.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.17)

**Section 13.08.180 Electric service connection.**

The electric service connection for any premises is defined as the conductors, conductor supports and other appurtenances necessary to bring electric energy from the main distribution lines of the Village to the service outlet on the building or other premises to be supplied with electric service.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.18)

**Section 13.08.190 Turning on electricity after discontinuance of service.**

No electrician or other person shall turn on the supply of electricity, or cause the supply of electricity to be turned on, for any building or premises from which the supply has been shut off by the Water and Electric Department for nonpayment of bills or for any other cause, without first obtaining a special permit from the water and electric department to do so.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.19)

**Section 13.08.200 Interference with meter.**

No electrician or other person shall remove, reset or otherwise interfere with any electric meter in any building or premises without first obtaining a special permit from the Water and Electric Department to do so.

(Ord. MC-228-99 § 6 (part), 1999: prior code § 9.20)

**Section 13.08.210 Electricity at construction sites.**

Except as provided in Section 15.32.140 of the Winnetka Building Code, electrical service for all construction sites shall be provided through a temporary electric service connection the Village's electric distribution system. Temporary electric service shall be billed at the rate

applicable to the use specified in the building permit. The use of electric generators and the drawing of electricity from adjoining properties is expressly prohibited.

(Ord. MC-228-99 § 6 (part), 1999; Ord. MC-223-99 § 2, 1999; prior code § 9.21)

### **Section 13.08.220 Location of utility facilities.**

A. Village Electric Facilities. No new overhead lines shall be extended by the Water and Electric Department within the Village, whether for the transmission or distribution of electric energy, or for individual connections for electric service or for the upgrading of an existing electrical service. An overhead line that is relocated by the Village in the course of placing primary, secondary and service lines underground shall not be considered a new overhead line.

B. Other Utility Facilities. No utility that uses wires, cable or conduit in the delivery of its services, including such services as telecommunications and cable television, shall extend any new or replacement overhead lines in locations where the Water and Electric Department has placed its lines underground. In the event that the Water and Electric Department places any of its transmission, distribution or service connection lines underground, all other utilities having overhead lines in the same locations shall also place their lines underground, at the expense of each individual utility.

(Ord. MC-4-2002 § 3, 2002; Ord. MC-228-99 § 6 (part), 1999; Ord. MC-214-98 § 2, 1999; prior code § 9.22)

### **Section 13.08.230 Discretionary undergrounding of transmission and distribution lines.**

A. Requests for Discretionary Undergrounding. Any person or group of persons who own and occupy one or more single-family residences that receive electric service from the Village may request that the Water and Electric Department place local transmission and distribution lines serving those residences underground; provided: (1) that the request be submitted on petition forms that are prescribed by the Water and Electric Department; (2) that the petitions include the notarized signatures of at least ninety (90) percent of the customers and ninety (90) percent of the property owners in the area for which the undergrounding is requested; (3) that the forms contain a statement that each person who signs, understands and agrees that the Village has and reserves the right to determine whether the requested undergrounding will be done and to determine the locations of the underground lines and all related utility equipment and facilities, including pad mounted transformers and switch gear; and (4) that each property owner who signs agrees to grant to the Village, without charge, any easements that the Village may determine are necessary for such underground lines and related utility equipment facilities.

B. Review of Petitions. The Village Manager shall review the request and submit a report to the Village Council. The report shall include the finding of the Director of Water and Electric, made in the exercise of his or her engineering judgment, as to the specific portions of the transmission and distribution system to which the petition shall apply and the estimated cost of placing the lines underground as requested. The report shall also address the following points:

1. Whether granting the request will in any way result in the interruption, modification or interference with the Village's scheduled undergrounding or capital improvements for the electric system;

2. Whether the Water and Electric Department has sufficient cash on hand to perform the requested undergrounding;
3. Whether the requested undergrounding will reduce present or future cash reserves of the Water and Electric Department to a level that is not consistent with the Village's fiscal practices;
4. Whether the cost of the requested undergrounding, including the cost of funds, can be fully amortized in sixty (60) months or less at a rate of no more than two hundred fifty dollars (\$250.00) per month;
5. Whether another request for discretionary undergrounding has already been approved for that year;
6. Whether the Director of Water and Electric Determines that the area for which the undergrounding is requested is either too small to be done in a cost effective manner or too large to be done in the current year;
7. Whether the Village can acquire, without cost, all necessary easements before entering into any contracts or fixing any schedules for the performance of the work;
8. Whether granting the request will impose an undue financial burden or hardship on customers in the proposed project area who did not sign the petition; and
9. Any other information which the manager deems relevant for the Council's consideration of the request.

C. Decision by Village Council. The Village Council shall have the sole discretion to approve or deny any request for discretionary undergrounding and, in the exercise of that discretion, shall consider the information in the Manager's report and such other or additional information about the requested undergrounding and its effects as it may deem relevant. All approvals of requests for undergrounding shall be by resolution of the Village Council and may include any conditions or modifications that the council, in the exercise of its discretion, determines are in the best interests of the Village's electric utility, the Village as a whole and the customers in the proposed project area. The Council may deny the request for any reason, including but not limited to a determination that granting the request may impose an undue financial burden or hardship on any customer in the project area who did not sign the petition.

(Ord. MC-228-99 § 6 (part), 1999; Ord. MC-214-98 § 3, 1999; prior code § 9.23)

#### **Section 13.08.240 Rates for discretionary undergrounding.**

A. Each customer whose electric service line is connected to a distribution line that is placed underground pursuant to Section 13.08.230 of this chapter shall pay a fixed monthly charge in an amount determined from time to time by resolution of the Village Council introduced at one meeting and enacted at a subsequent meeting.

B. The rates for discretionary undergrounding shall be in amounts sufficient to recover all direct costs of the undergrounding, including all labor, materials, financing and easement recording costs which the Director of Water and Electric and the Director of Finance estimate will be incurred in placing the high voltage primary lines, low voltage secondary lines and individual service lines underground. No customer shall be required to pay more than once for

placing his or her individual service lines underground, and separate rates shall be established to the extent necessary for customers who have previously had their individual service lines placed underground.

C. The charge for discretionary undergrounding shall be added as a surcharge to every bill of each customer whose electric service line is connected to a distribution line that is placed underground pursuant to Section 13.08.230 of this chapter, until the full cost of the share of the total project cost attributable to the premises served has been paid. No surcharge shall be added if a customer pays his or her share of the total project cost in advance. The undergrounding surcharge shall be separately itemized and shown on the face of the customer's bill and shall be due and payable at the same time and in the same manner as the rest of the customer's bill. Failure to pay the undergrounding surcharge when due shall be considered nonpayment of a bill and shall be subject to the provisions of Section 13.08.060 of this chapter and any sanctions provided for in this chapter, including the discontinuance of service.

(Ord. MC-228-99 § 6 (part), 1999; Ord. MC-214-98 § 4, 1999; prior code § 9.24)

#### **Section 13.08.250 Referendum for disposition of property.**

The Village shall not sell, lease or otherwise dispose of all or substantially all of the properties owned or used by the Village in connection with the operation of its Electric Utility, except upon first submitting the question of any such sale, lease or other disposition, to the legal voters of the Village at a referendum duly called for that purpose; provided, however, that the provisions of this section shall not be deemed to prohibit the sale or other disposition by the Village of any property used in connection with the operation of such utilities if such property is deemed obsolete or is considered no longer necessary or efficiently usable in the operation of such utility.

The Council of the Village shall have the power to regulate a referendum held in accordance with the provisions of this section, to appoint judges of such referendum and to make all necessary provisions and rules for such referendum; provided, however, that the voting at any such referendum shall be by ballot in form as prescribed by statute.

(Ord. MC-228-99 § 6 (part), 1999; prior code § 9.25)

#### **Section 13.08.260 Standards for renewable energy sources.**

A. Permitted renewable energy sources. Any renewable energy source must be powered by photovoltaic or wind generators. A customer may have more than one renewable energy source, provided that the combined generating capacity of all such sources does not exceed 10 kW.

B. Technical requirements. No customer shall be allowed to take power from a renewable energy source that does not meet or exceed all of the standards set forth in the following paragraphs of this subsection. The customer shall be responsible for having the power generating facility tested every three years for compliance with these standards and for promptly submitting the test results to the Director of Water and Electric. Failure to provide the test results in a timely manner may be cause for disconnection without further notice:

1. IEEE Std. 929-2000 Recommended Practice for Utility Interface of Photovoltaic (PV) Systems.

2. IEEE Std 1547-2003 IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems.

3. IEEE Std 1547.1-2005. Title. IEEE Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.

4. UL 1998, Software in Programmable Components.

5. UL 1741, Inverters, Converters, Controllers, and Interconnection Systems for use with Distributed Energy Resources.

6. NEC Article 690 – 2008, Solar Photovoltaic Systems.

C. Additional requirements.

1. Any person supplying power and energy to the Village shall indemnify the Village, its officers, employees, agents and assigns from all liability and losses of any kind resulting from the customer's operation of the renewable energy source.

2. The customer shall provide proof that the customer maintains general liability insurance that does not exclude liability and losses related to the customer's operation of the renewable energy source.

3. Every renewable energy source shall bear a decal or sticker warning of a possible backfeed from the renewable source. The identifying decal or sticker shall be in a form approved by the Director of the Water and Electric Department and shall be installed on the face of the electric meter.

4. All renewable energy sources shall be equipped with an outdoor disconnect switch with provisions for padlocking in the open position for the protection of workers and the public. The disconnect switch shall be clearly marked and placed within five feet of the electric meter.

D. Financial responsibility of customer. The customer shall be responsible for all costs incurred by the Village that are in excess of those that would be charged a customer without a source of Renewable Power and Energy.

(MC-8-2008 § 5, Added, 11/18/2008)

## Appendix D

### FY 2016 Electric Fund Budget

## FINANCIAL SUMMARY

| Electric<br>(in thousands \$'s)  | Actual<br>2014 | Budget<br>2015<br>A | Estimate<br>2015<br>B | Budget<br>2016<br>C | % Change<br>A to C | % Change<br>B to C |
|----------------------------------|----------------|---------------------|-----------------------|---------------------|--------------------|--------------------|
| <b>Operating</b>                 |                |                     |                       |                     |                    |                    |
| Income                           | \$ 15,303      | \$ 15,574           | \$ 15,584             | \$ 15,449           | -0.8%              | -0.9%              |
| Cash Expenses                    | \$ (14,030)    | \$ (14,646)         | \$ (14,431)           | \$ (14,554)         | -0.6%              | 0.8%               |
| Net Cash Operating Income (loss) | \$ 1,273       | \$ 928              | \$ 1,153              | \$ 895              | -3.7%              | -28.8%             |
| <b>Operating Expense Detail</b>  |                |                     |                       |                     |                    |                    |
| Salaries and Benefits            | \$ 3,099       | \$ 3,013            | \$ 3,091              | \$ 2,819            | -6.9%              | -9.6%              |
| Services and Supplies            | \$ 2,238       | \$ 2,302            | \$ 2,208              | \$ 2,519            | 8.6%               | 12.3%              |
| Purchased Power                  | \$ 7,628       | \$ 8,301            | \$ 8,102              | \$ 8,227            | -0.9%              | 1.5%               |
| Payment in Lieu of Taxes         | \$ 1,065       | \$ 1,030            | \$ 1,030              | \$ 989              | -4.1%              | -4.1%              |
|                                  | \$ 14,030      | \$ 14,646           | \$ 14,431             | \$ 14,554           |                    |                    |
| Capital Outlay                   | \$ 1,747       | \$ 2,453            | \$ 2,263              | \$ 2,557            | 4.1%               | 11.5%              |
| Depreciation                     | \$ 1,648       | \$ 1,600            | \$ 1,600              | \$ 1,600            | 0.0%               | 0.0%               |
| Total Fund Expense               | \$ 17,425      | \$ 18,699           | \$ 18,294             | \$ 18,711           | 0.1%               | 2.2%               |
| Net Fund Income (loss)           | \$ (2,122)     | \$ (3,125)          | \$ (2,710)            | \$ (3,262)          | 4.2%               | 16.9%              |

## PERFORMANCE INDICATORS

|  | Calendar<br>2011 | Calendar<br>2012 | Calendar<br>2013 | Calendar<br>2014 | 2015<br>(YTD) | Five<br>Year<br>Average |
|--|------------------|------------------|------------------|------------------|---------------|-------------------------|
| Average Service Availability Index (ASAI): Fraction of time (%) that customers received power during the reporting period. | 99.9979          | 99.9974          | 99.9985          | 99.9918          | 99.9964       | 99.9974                 |
| Customer Average Interruption Duration Index (CADI) –Average time (minutes) to restore service.                            | 71.86            | 59.27            | 19.85            | 57.83            | 40.17         | 68.66                   |
| System Losses [Purchases vs. Sales] (%)  | 4.42             | 4.51             | 4.09             | 6.08             | 5.33          | 4.78                    |

|   | FY 2012 | FY2013 | FY 12/31/2103<br>(9 Month) | 2014 | 2015<br>(YTD) | 2016<br>Budget |
|---|---------|--------|----------------------------|------|---------------|----------------|
| No. of Generation Trips or Failure to Meet Agency Dispatch Requirements | 0       | 0      | 0                          | 0    | 0             | 0              |
| Number of New Underground Services Installed                            | 49      | 55     | 47                         | 45   | 33            | 43             |

# FY 2016 Budget Detail

| Account Number                                   | Description                              | 2015 Amended Budget  | 2015 Estimated Amount | 2016 Manager   | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |                |
|--|--|----------------------|-----------------------|----------------|----------------------------|---------------------------------|----------------|
| <b>Fund</b>                                      | <b>500</b>                               | <b>Electric Fund</b> |                       |                |                            |                                 |                |
| <b>Revenue</b>                                   |  |                      |                       |                |                            |                                 |                |
| <b>Charges For Service</b>                       |  |                      |                       |                |                            |                                 |                |
| <b>Utilities- Electric, Water, Sewer, Refuse</b> |  |                      |                       |                |                            |                                 |                |
| 500-445.01                                       | Electric Service Residential Tax Exempt  | \$0.00               | \$0.00                | \$0.00         |                            | \$0.00                          |                |
| 500-445.05                                       | Electric Service Residential             | \$9,644,292.00       | \$9,945,918.00        | \$9,710,228.00 | 0.7%                       | \$65,936.00                     |                |
| <b>Budget Transactions:</b>                      |  |                      |                       |                |                            |                                 |                |
|  | Transaction                              |                      |                       |                | Number of Units            | Cost Per Unit                   | Total Amount   |
| Manager  | CY2016 Sales 78,288,083 kWh's @ \$0.1240 |                      |                       |                | 1.00                       | 9710228                         | \$9,710,228.00 |
|  | Total Manager                            |                      |                       |                |                            |                                 | \$9,710,228.00 |
| 500-445.10                                       | Electric Service Large Resident          | \$137,061.00         | \$142,641.00          | \$147,277.00   | 7.5%                       | \$10,216.00                     |                |
| <b>Budget Transactions:</b>                      |  |                      |                       |                |                            |                                 |                |
|  | Transaction                              |                      |                       |                | Number of Units            | Cost Per Unit                   | Total Amount   |
| Manager  | CY2016 Sales 1,288,037 kWh's @ \$0.1143  |                      |                       |                | 1.00                       | 147277                          | \$147,277.00   |
|  | Total Manager                            |                      |                       |                |                            |                                 | \$147,277.00   |
| 500-445.15                                       | Electric Service Space Heating           | \$295,555.00         | \$281,210.00          | \$306,378.00   | 3.7%                       | \$10,823.00                     |                |
| <b>Budget Transactions:</b>                      |  |                      |                       |                |                            |                                 |                |
|  | Transaction                              |                      |                       |                | Number of Units            | Cost Per Unit                   | Total Amount   |
| Manager  | CY2016 Sales 2,833,681 kWh's @ \$0.1081  |                      |                       |                | 1.00                       | 306378                          | \$306,378.00   |
|  | Total Manager                            |                      |                       |                |                            |                                 | \$306,378.00   |
| 500-445.20                                       | Electric Service Commercial              | \$2,418,145.00       | \$2,183,301.00        | \$2,293,657.00 | -5.1%                      | (\$124,488.00)                  |                |
| <b>Budget Transactions:</b>                      |  |                      |                       |                |                            |                                 |                |
|  | Transaction                              |                      |                       |                | Number of Units            | Cost Per Unit                   | Total Amount   |
| Manager  | CY2016 Sales 19,418,683 kWh's @ \$0.1181 |                      |                       |                | 1.00                       | 2293657                         | \$2,293,657.00 |
|  | Total Manager                            |                      |                       |                |                            |                                 | \$2,293,657.00 |
| 500-445.30                                       | Electric Service School & Government     | \$2,110,372.00       | \$1,409,236.00        | \$2,055,034.00 | -2.6%                      | (\$55,338.00)                   |                |
| <b>Budget Transactions:</b>                      |  |                      |                       |                |                            |                                 |                |
|  | Transaction                              |                      |                       |                | Number of Units            | Cost Per Unit                   | Total Amount   |
| Manager  | CY2016 Sales 20,228,307 kWh's @ \$0.1016 |                      |                       |                | 1.00                       | 2055034                         | \$2,055,034.00 |
|  | Total Manager                            |                      |                       |                |                            |                                 | \$2,055,034.00 |
| 500-445.40                                       | Electric Service Water Heating           | \$4,099.00           | \$3,679.00            | \$4,129.00     | 0.7%                       | \$30.00                         |                |
| <b>Budget Transactions:</b>                      |  |                      |                       |                |                            |                                 |                |
|  | Transaction                              |                      |                       |                | Number of Units            | Cost Per Unit                   | Total Amount   |
| Manager  | CY2016 Sales 36,802 kWh's @ \$0.1122     |                      |                       |                | 1.00                       | 4129                            | \$4,129.00     |
|  | Total Manager                            |                      |                       |                |                            |                                 | \$4,129.00     |
| 500-445.50                                       | Electric Service Street Lighting         | \$64,130.00          | \$63,095.00           | \$65,252.00    | 1.7%                       | \$1,122.00                      |                |
| <b>Budget Transactions:</b>                      |  |                      |                       |                |                            |                                 |                |



# FY 2016 Budget Detail

| Account Number                    | Description  | 2015 Amended Budget     | 2015 Estimated Amount | 2016 Manager | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |              |
|-----------------------------------|--|-------------------------|-----------------------|--------------|----------------------------|---------------------------------|--------------|
| <b>Fund</b>                       | <b>500</b>   | <b>Electric Fund</b>    |                       |              |                            |                                 |              |
| <b>Department</b>                 | <b>40</b>  | <b>Electric General</b> |                       |              |                            |                                 |              |
| <b>Division</b>                   | <b>01</b>  | <b>Department Wide</b>  |                       |              |                            |                                 |              |
| <b>Salary and Benefits</b>        |  |                         |                       |              |                            |                                 |              |
| <b>Employee Pay</b>               |  |                         |                       |              |                            |                                 |              |
| 500.40.01-515                     | Sick Cashed In                                     | \$33,403.00             | \$0.00                | \$0.00       | -100.0%                    | (\$33,403.00)                   |              |
| 500.40.01-518                     | Other Compensation                                 | \$0.00                  | \$0.00                | \$0.00       |                            | \$0.00                          |              |
| <b>Total: Employee Pay</b>        |  | \$33,403.00             | \$0.00                | \$0.00       | -100.0%                    | (\$33,403.00)                   |              |
| <b>Benefits</b>                   |  |                         |                       |              |                            |                                 |              |
| 500.40.01-520                     | Fringe Benefits - Deferred Compensation            | \$0.00                  | \$0.00                | \$0.00       |                            | \$0.00                          |              |
| 500.40.01-521                     | Fringe Benefits - Worker's Compensation            | \$0.00                  | \$105,775.00          | \$0.00       |                            | \$0.00                          |              |
| 500.40.01-522                     | Fringe Benefits - Medical / Dental Insurance       | \$0.00                  | \$0.00                | \$0.00       |                            | \$0.00                          |              |
| 500.40.01-528                     | Fringe Benefits - Life Insurance                   | \$0.00                  | \$0.00                | \$0.00       |                            | \$0.00                          |              |
| <b>Total: Benefits</b>            |  | \$0.00                  | \$105,775.00          | \$0.00       | +++                        | \$0.00                          |              |
| <b>Pensions</b>                   |  |                         |                       |              |                            |                                 |              |
| 500.40.01-523                     | Fringe Benefits - Medicare                         | \$484.00                | \$0.00                | \$0.00       | -100.0%                    | (\$484.00)                      |              |
| 500.40.01-524                     | Fringe Benefits - Social Security                  | \$2,071.00              | \$0.00                | \$0.00       | -100.0%                    | (\$2,071.00)                    |              |
| 500.40.01-525                     | Fringe Benefits - IMRF Pension Er Contribution     | \$4,860.00              | \$0.00                | \$0.00       | -100.0%                    | (\$4,860.00)                    |              |
| <b>Total: Pensions</b>            |  | \$7,415.00              | \$0.00                | \$0.00       | -100.0%                    | (\$7,415.00)                    |              |
| <b>Total: Salary and Benefits</b> |  | \$40,818.00             | \$105,775.00          | \$0.00       | -100.0%                    | (\$40,818.00)                   |              |
| <b>Services and Supplies</b>      |  |                         |                       |              |                            |                                 |              |
| <b>Services &amp; Charges</b>     |  |                         |                       |              |                            |                                 |              |
| 500.40.01-550                     | Administrative Charges                             | \$855,600.00            | \$855,600.00          | \$855,600.00 | 0.0%                       | \$0.00                          |              |
| <b>Budget Transactions:</b>       |  |                         |                       |              |                            |                                 |              |
|                                   | Transaction  |                         |                       |              | Number of Units            | Cost Per Unit                   | Total Amount |
| Manager                           | Management & financial services                    |                         |                       |              | 12.00                      | 71300                           | \$855,600.00 |
|                                   | Total Manager                                      |                         |                       |              |                            |                                 | \$855,600.00 |
| 500.40.01-551                     | Consulting Services                                | \$48,000.00             | \$41,690.00           | \$113,000.00 | 135.4%                     | \$65,000.00                     |              |
| <b>Budget Transactions:</b>       |  |                         |                       |              |                            |                                 |              |
|                                   | Transaction  |                         |                       |              | Number of Units            | Cost Per Unit                   | Total Amount |
| Manager                           | Professional services - cost of service study      |                         |                       |              | 1.00                       | 55000                           | \$55,000.00  |
| Manager                           | Professional services - engineering                |                         |                       |              | 1.00                       | 10000                           | \$10,000.00  |
| Manager                           | Professional services - environmental CAAPP permit |                         |                       |              | 1.00                       | 10000                           | \$10,000.00  |
| Manager                           | Professional services - environmental NPDES permit |                         |                       |              | 1.00                       | 30000                           | \$30,000.00  |

Village of Winnetka

# FY 2016 Budget Detail

| Account Number    | Description                              | 2015 Amended Budget   | 2015 Estimated Amount | 2016 Manager | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |                      |                     |
|-------------------|--|---|-----------------------|--------------|----------------------------|---------------------------------|----------------------|---------------------|
| <b>Fund</b>       | <b>500</b>                               | <b>Electric Fund</b>  |                       |              |                            |                                 |                      |                     |
| <b>Department</b> | <b>40</b>                                | <b>Electric General</b>   |                       |              |                            |                                 |                      |                     |
| <b>Division</b>   | <b>01</b>                                | <b>Department Wide</b>  |                       |              |                            |                                 |                      |                     |
|                   | <b>Manager</b>                           | <b>Professional services - system protection &amp; relaying</b> |                       |              |                            | 1.00                            | 8000                 | \$8,000.00          |
|                   |  | <b>Total Manager</b>  |                       |              |                            |                                 |                      | \$113,000.00        |
| 500.40.01-552     | Engineering Services                     | \$2,400.00  | \$1,000.00            | \$2,400.00   | 0.0%                       | \$0.00                          |                      |                     |
|                   | <b>Budget Transactions:</b>              |   |                       |              |                            |                                 |                      |                     |
|                   |  | <b>Transaction</b>  |                       |              |                            | <b>Number of Units</b>          | <b>Cost Per Unit</b> | <b>Total Amount</b> |
|                   | <b>Manager</b>                           | <b>Drafting / Autocad services</b>                              |                       |              |                            | 12.00                           | 200                  | \$2,400.00          |
|                   |  | <b>Total Manager</b>  |                       |              |                            |                                 |                      | \$2,400.00          |
| 500.40.01-553     | Legal Services                           | \$0.00  | \$0.00                | \$0.00       |                            | \$0.00                          |                      |                     |
| 500.40.01-555     | GIS & Aerial Mapping                     | \$30,000.00   | \$33,516.00           | \$30,000.00  | 0.0%                       | \$0.00                          |                      |                     |
| 500.40.01-556     | Village Data Processing / Network Charge | \$62,000.00   | \$62,000.00           | \$62,000.00  | 0.0%                       | \$0.00                          |                      |                     |
| 500.40.01-557     | Technology Licensing & Maintenance       | \$22,500.00   | \$22,500.00           | \$22,609.00  | 0.5%                       | \$109.00                        |                      |                     |
|                   | <b>Budget Transactions:</b>              |   |                       |              |                            |                                 |                      |                     |
|                   |  | <b>Transaction</b>  |                       |              |                            | <b>Number of Units</b>          | <b>Cost Per Unit</b> | <b>Total Amount</b> |
|                   | <b>Manager</b>                           | <b>AutoCAD</b>  |                       |              |                            | 1.00                            | 1000                 | \$1,000.00          |
|                   | <b>Manager</b>                           | <b>Computerized maintenance management system</b>               |                       |              |                            | 1.00                            | 6000                 | \$6,000.00          |
|                   | <b>Manager</b>                           | <b>eReliability tracker</b>                                     |                       |              |                            | 1.00                            | 109                  | \$109.00            |
|                   | <b>Manager</b>                           | <b>Interactive voice response (IVR) system</b>                  |                       |              |                            | 1.00                            | 12000                | \$12,000.00         |
|                   | <b>Manager</b>                           | <b>Milsoft licensing</b>  |                       |              |                            | 1.00                            | 3500                 | \$3,500.00          |
|                   |  | <b>Total Manager</b>  |                       |              |                            |                                 |                      | \$22,609.00         |
| 500.40.01-561     | Safety                                   | \$4,080.00  | \$4,080.00            | \$5,280.00   | 29.4%                      | \$1,200.00                      |                      |                     |
|                   | <b>Budget Transactions:</b>              |   |                       |              |                            |                                 |                      |                     |
|                   |  | <b>Transaction</b>  |                       |              |                            | <b>Number of Units</b>          | <b>Cost Per Unit</b> | <b>Total Amount</b> |
|                   | <b>Manager</b>                           | <b>CLMI online safety training</b>                              |                       |              |                            | 1.00                            | 1200                 | \$1,200.00          |
|                   | <b>Manager</b>                           | <b>IMUA safety meetings</b>                                     |                       |              |                            | 12.00                           | 340                  | \$4,080.00          |
|                   |  | <b>Total Manager</b>  |                       |              |                            |                                 |                      | \$5,280.00          |
| 500.40.01-563     | Telephone Service                        | \$12,600.00   | \$7,500.00            | \$3,925.00   | -68.8%                     | (\$8,675.00)                    |                      |                     |
|                   | <b>Budget Transactions:</b>              |   |                       |              |                            |                                 |                      |                     |
|                   |  | <b>Transaction</b>  |                       |              |                            | <b>Number of Units</b>          | <b>Cost Per Unit</b> | <b>Total Amount</b> |
|                   | <b>Manager</b>                           | <b>847-***-6020 (CallOne POTS) South Load Center</b>            |                       |              |                            | 12.00                           | 40                   | \$480.00            |
|                   | <b>Manager</b>                           | <b>Monthly PRI share (Comcast)</b>                              |                       |              |                            | 12.00                           | 287.07               | \$3,444.84          |
|                   |  | <b>Total Manager</b>  |                       |              |                            |                                 |                      | \$3,924.84          |





# FY 2016 Budget Detail

| Account Number                                | Description                                     | 2015 Amended Budget     | 2015 Estimated Amount | 2016 Manager          | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change  |
|---|---|-------------------------|-----------------------|-----------------------|----------------------------|----------------------------------|
| <b>Fund</b>                                   | <b>500</b>                                      | <b>Electric Fund</b>    |                       |                       |                            |                                  |
| <b>Department</b>                             | <b>40</b>                                       | <b>Electric General</b> |                       |                       |                            |                                  |
| <b>Division</b>                               | <b>01</b>                                       | <b>Department Wide</b>  |                       |                       |                            |                                  |
|   | Manager   |                         |                       |                       |                            | 1.00 6000 \$6,000.00             |
|   | Manager   |                         |                       |                       |                            | 1.00 2500 \$2,500.00             |
|   | Manager   |                         |                       |                       |                            | 1.00 500 \$500.00                |
|   |   |                         |                       |                       |                            | <u>Total Manager</u> \$10,000.00 |
| <b>500.40.01-542</b>                          | Vehicles, Parts and Equipment                   | \$22,100.00             | \$21,000.00           | \$10,200.00           | -53.8%                     | (\$11,900.00)                    |
|   | <b>Budget Transactions:</b>                     |                         |                       |                       |                            |                                  |
|   |   |                         |                       |                       |                            |                                  |
|   | Manager   |                         |                       |                       |                            | 1.00 10200 \$10,200.00           |
|   |   |                         |                       |                       |                            | <u>Total Manager</u> \$10,200.00 |
| <b>500.40.01-548</b>                          | Other Small Tools & Equipment                   | \$5,000.00              | \$2,288.00            | \$5,000.00            | 0.0%                       | \$0.00                           |
| <b>Total: Supplies</b>                        |   | \$49,200.00             | \$53,941.00           | \$37,300.00           | -24.2%                     | (\$11,900.00)                    |
| <b>Total: Services and Supplies</b>           |   | \$1,365,515.00          | \$1,359,703.00        | \$1,426,332.00        | 4.5%                       | \$60,817.00                      |
|   | <b>Capital Outlay</b>                           |                         |                       |                       |                            |                                  |
| <b>500.40.01-615</b>                          | Buildings & Structures                          | \$0.00                  | \$0.00                | \$0.00                |                            | \$0.00                           |
| <b>500.40.01-625</b>                          | Heavy Machinery                                 | \$0.00                  | \$0.00                | \$0.00                |                            | \$0.00                           |
| <b>500.40.01-630</b>                          | Motor Vehicles                                  | \$157,450.00            | \$155,226.00          | \$0.00                | -100.0%                    | (\$157,450.00)                   |
| <b>Total: Capital Outlay</b>                  |   | \$157,450.00            | \$155,226.00          | \$0.00                | -100.0%                    | (\$157,450.00)                   |
|   | <b>Insurance and Other Chargebacks</b>          |                         |                       |                       |                            |                                  |
| <b>500.40.01-530</b>                          | Liability Insurance                             | \$0.00                  | \$0.00                | \$0.00                |                            | \$0.00                           |
| <b>Total: Insurance and Other Chargebacks</b> |   | \$0.00                  | \$0.00                | \$0.00                | +++                        | \$0.00                           |
|   | <b>Depreciation Expense</b>                     |                         |                       |                       |                            |                                  |
| <b>500.40.01-800</b>                          | Depreciation                                    | \$0.00                  | \$0.00                | \$0.00                |                            | \$0.00                           |
| <b>Total: Depreciation Expense</b>            |   | \$0.00                  | \$0.00                | \$0.00                | +++                        | \$0.00                           |
|   | <b>Transfers</b>                                |                         |                       |                       |                            |                                  |
| <b>500.40.01-900</b>                          | Interfund Transfers - Payment in Lieu of Taxes  | \$0.00                  | \$0.00                | \$0.00                |                            | \$0.00                           |
| <b>500.40.01-901</b>                          | Interfund Transfers - Other Operating Transfers | \$0.00                  | \$0.00                | \$0.00                |                            | \$0.00                           |
| <b>Total: Transfers</b>                       |   | \$0.00                  | \$0.00                | \$0.00                | +++                        | \$0.00                           |
| <b>Division Total: Department Wide</b>        |   | <b>\$1,563,783.00</b>   | <b>\$1,620,704.00</b> | <b>\$1,426,332.00</b> | <b>-8.8%</b>               | <b>(\$137,451.00)</b>            |

Village of Winnetka

# FY 2016 Budget Detail

| Account Number                        | Description                                      | 2015 Amended Budget     | 2015 Estimated Amount | 2016 Manager        | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |
|---------------------------------------|--|-------------------------|-----------------------|---------------------|----------------------------|---------------------------------|
| <b>Fund</b>                           | <b>500</b>                                       | <b>Electric Fund</b>    |                       |                     |                            |                                 |
| <b>Department</b>                     | <b>40</b>  | <b>Electric General</b> |                       |                     |                            |                                 |
| <b>Division</b>                       | <b>10</b>  | <b>Administration</b>   |                       |                     |                            |                                 |
| <u>Salary and Benefits</u>            |  |                         |                       |                     |                            |                                 |
| <u>Employee Pay</u>                   |  |                         |                       |                     |                            |                                 |
| 500.40.10-511                         | Regular Salaries                                 | \$334,521.00            | \$334,521.00          | \$313,764.00        | -6.2%                      | (\$20,757.00)                   |
|                                       | <b>Position Transactions:</b>                    |                         |                       |                     |                            |                                 |
|                                       | <b>Level</b>                                     |                         |                       |                     |                            | <b>Total Amount</b>             |
|                                       | Manager  |                         |                       |                     |                            | \$22,718.00                     |
|                                       | Manager  |                         |                       |                     |                            | \$107,254.00                    |
|                                       | Manager  |                         |                       |                     |                            | \$75,876.00                     |
|                                       | Manager  |                         |                       |                     |                            | \$56,434.00                     |
|                                       | Manager  |                         |                       |                     |                            | \$51,482.00                     |
|                                       |  |                         |                       |                     |                            | <b>Total Manager</b>            |
|                                       |  |                         |                       |                     |                            | <b>\$313,764.00</b>             |
| 500.40.10-512                         | Overtime Salaries                                | \$0.00                  | \$201.00              | \$0.00              |                            | \$0.00                          |
| 500.40.10-515                         | Sick Cashed In                                   | \$0.00                  | \$10,677.00           | \$505.00            |                            | \$505.00                        |
| 500.40.10-518                         | Other Compensation                               | \$5,655.00              | \$5,655.00            | \$1,675.00          | -70.4%                     | (\$3,980.00)                    |
| <b>Total: Employee Pay</b>            |  | <b>\$340,176.00</b>     | <b>\$351,054.00</b>   | <b>\$315,944.00</b> | <b>-7.1%</b>               | <b>(\$24,232.00)</b>            |
| <u>Benefits</u>                       |  |                         |                       |                     |                            |                                 |
| 500.40.10-520                         | Fringe Benefits - Deferred Compensation          | \$0.00                  | \$0.00                | \$0.00              |                            | \$0.00                          |
| 500.40.10-521                         | Fringe Benefits - Worker's Compensation          | \$124,958.00            | \$0.00                | \$124,958.00        | 0.0%                       | \$0.00                          |
| 500.40.10-522                         | Fringe Benefits - Medical / Dental Insurance     | \$34,268.00             | \$34,268.00           | \$42,307.00         | 23.5%                      | \$8,039.00                      |
| 500.40.10-528                         | Fringe Benefits - Life Insurance                 | \$203.00                | \$203.00              | \$165.00            | -18.7%                     | (\$38.00)                       |
| <b>Total: Benefits</b>                |  | <b>\$159,429.00</b>     | <b>\$34,471.00</b>    | <b>\$167,430.00</b> | <b>5.0%</b>                | <b>\$8,001.00</b>               |
| <u>Pensions</u>                       |  |                         |                       |                     |                            |                                 |
| 500.40.10-523                         | Fringe Benefits - Medicare                       | \$4,909.00              | \$4,909.00            | \$4,580.00          | -6.7%                      | (\$329.00)                      |
| 500.40.10-524                         | Fringe Benefits - Social Security                | \$16,916.00             | \$16,916.00           | \$17,757.00         | 5.0%                       | \$841.00                        |
| 500.40.10-525                         | Fringe Benefits - IMRF Pension Er Contribution   | \$49,252.00             | \$49,252.00           | \$45,304.00         | -8.0%                      | (\$3,948.00)                    |
| 500.40.10-526                         | Fringe Benefits - Police Pension Er Contribution | \$0.00                  | \$0.00                | \$0.00              |                            | \$0.00                          |
| 500.40.10-527                         | Fringe Benefits - Fire Pension Er Contribution   | \$0.00                  | \$0.00                | \$0.00              |                            | \$0.00                          |
| <b>Total: Pensions</b>                |  | <b>\$71,077.00</b>      | <b>\$71,077.00</b>    | <b>\$67,641.00</b>  | <b>-4.8%</b>               | <b>(\$3,436.00)</b>             |
| <b>Total: Salary and Benefits</b>     |  | <b>\$570,682.00</b>     | <b>\$456,602.00</b>   | <b>\$551,015.00</b> | <b>-3.4%</b>               | <b>(\$19,667.00)</b>            |
| <b>Division Total: Administration</b> |  | <b>\$570,682.00</b>     | <b>\$456,602.00</b>   | <b>\$551,015.00</b> | <b>-3.4%</b>               | <b>(\$19,667.00)</b>            |

Village of Winnetka  
**FY 2016 Budget Detail**

| Account Number                            | Description              | 2015 Amended Budget     | 2015 Estimated Amount | 2016 Manager   | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |                 |
|---|--------------------------|-------------------------|-----------------------|----------------|----------------------------|---------------------------------|-----------------|
| <b>Fund</b>                               | <b>500</b>               | <b>Electric Fund</b>    |                       |                |                            |                                 |                 |
| <b>Department</b>                         | <b>40</b>                | <b>Electric General</b> |                       |                |                            |                                 |                 |
| <b>Division</b>                           | <b>21</b>                | <b>Engineering</b>      |                       |                |                            |                                 |                 |
| <u>Salary and Benefits</u>                |                          |                         |                       |                |                            |                                 |                 |
| <u>Employee Pay</u>                       |                          |                         |                       |                |                            |                                 |                 |
| 500.40.21-511                             | Regular Salaries         | \$0.00                  | \$0.00                | \$0.00         |                            | \$0.00                          |                 |
| <b>Total: Employee Pay</b>                |                          | \$0.00                  | \$0.00                | \$0.00         | +++                        | \$0.00                          |                 |
| <b>Total: Salary and Benefits</b>         |                          | \$0.00                  | \$0.00                | \$0.00         | +++                        | \$0.00                          |                 |
| <b>Division Total: Engineering</b>        |                          | \$0.00                  | \$0.00                | \$0.00         | +++                        | \$0.00                          |                 |
| <b>Department</b>                         | <b>40</b>                | <b>Electric General</b> |                       |                |                            |                                 |                 |
| <b>Division</b>                           | <b>60</b>                | <b>Public Relations</b> |                       |                |                            |                                 |                 |
| <u>Services and Supplies</u>              |                          |                         |                       |                |                            |                                 |                 |
| <u>Supplies</u>                           |                          |                         |                       |                |                            |                                 |                 |
| 500.40.60-540                             | Other Operating Supplies | \$500.00                | \$100.00              | \$500.00       | 0.0%                       | \$0.00                          |                 |
| <b>Budget Transactions:</b>               |                          |                         |                       |                |                            |                                 |                 |
|   |                          |                         |                       |                | Number of Units            | Cost Per Unit                   | Total Amount    |
| Manager                                   | Flags                    |                         |                       |                | 1.00                       | 250                             | \$250.00        |
| Manager                                   | Handouts                 |                         |                       |                | 1.00                       | 250                             | \$250.00        |
|   | <b>Total Manager</b>     |                         |                       |                |                            |                                 | <b>\$500.00</b> |
| <b>Total: Supplies</b>                    |                          | \$500.00                | \$100.00              | \$500.00       | 0.0%                       | \$0.00                          |                 |
| <b>Total: Services and Supplies</b>       |                          | \$500.00                | \$100.00              | \$500.00       | 0.0%                       | \$0.00                          |                 |
| <b>Division Total: Public Relations</b>   |                          | \$500.00                | \$100.00              | \$500.00       | 0.0%                       | \$0.00                          |                 |
| <b>Department Total: Electric General</b> |                          | \$2,134,965.00          | \$2,077,406.00        | \$1,977,847.00 | -7.4%                      | (\$157,118.00)                  |                 |

Village of Winnetka

# FY 2016 Budget Detail

| Account Number                | Description                                  | 2015 Amended Budget   | 2015 Estimated Amount | 2016 Manager | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |
|-------------------------------|--|-----------------------|-----------------------|--------------|----------------------------|---------------------------------|
| <b>Fund</b>                   | <b>500</b>                                   | <b>Electric Fund</b>  |                       |              |                            |                                 |
| <b>Department</b>             | <b>41</b>                                    | <b>Electric Plant</b> |                       |              |                            |                                 |
| <b>Division</b>               | <b>27</b>                                    | <b>Electric Plant</b> |                       |              |                            |                                 |
| <u>Salary and Benefits</u>    |  |                       |                       |              |                            |                                 |
| <u>Employee Pay</u>           |  |                       |                       |              |                            |                                 |
| <b>500.41.27-511</b>          | Regular Salaries                             | \$891,515.00          | \$891,515.00          | \$835,007.00 | -6.3%                      | (\$56,508.00)                   |
| <b>Position Transactions:</b> |  |                       |                       |              |                            |                                 |
|                               | <b>Level</b>                                 |                       |                       |              |                            | <b>Total Amount</b>             |
|                               | Manager                                      |                       |                       |              |                            | \$126,577.00                    |
|                               | Manager                                      |                       |                       |              |                            | \$110,581.00                    |
|                               | Manager                                      |                       |                       |              |                            | \$58,910.00                     |
|                               | Manager                                      |                       |                       |              |                            | \$58,917.00                     |
|                               | Manager                                      |                       |                       |              |                            | \$57,249.00                     |
|                               | Manager                                      |                       |                       |              |                            | \$56,995.00                     |
|                               | Manager                                      |                       |                       |              |                            | \$54,854.00                     |
|                               | Manager                                      |                       |                       |              |                            | \$54,299.00                     |
|                               | Manager                                      |                       |                       |              |                            | \$50,064.00                     |
|                               | Manager                                      |                       |                       |              |                            | \$46,787.00                     |
|                               | Manager                                      |                       |                       |              |                            | \$107,884.00                    |
|                               | Manager                                      |                       |                       |              |                            | \$51,890.00                     |
|                               |  |                       |                       |              |                            | <u>\$835,007.00</u>             |
| <b>500.41.27-512</b>          | Overtime Salaries                            | \$15,931.00           | \$8,651.00            | \$15,995.00  | 0.4%                       | \$64.00                         |
| <b>500.41.27-513</b>          | Part Time Salaries                           | \$29,754.00           | \$29,754.00           | \$29,754.00  | 0.0%                       | \$0.00                          |
| <b>Position Transactions:</b> |  |                       |                       |              |                            |                                 |
|                               | <b>Level</b>                                 |                       |                       |              |                            | <b>Total Amount</b>             |
|                               | Manager                                      |                       |                       |              |                            | \$29,754.00                     |
|                               |  |                       |                       |              |                            | <u>\$29,754.00</u>              |
| <b>500.41.27-515</b>          | Sick Cashed In                               | \$0.00                | \$18,269.00           | \$263.00     |                            | \$263.00                        |
| <b>500.41.27-518</b>          | Other Compensation                           | \$2,970.00            | \$3,216.00            | \$2,970.00   | 0.0%                       | \$0.00                          |
| <u>Total: Employee Pay</u>    |  | \$940,170.00          | \$951,405.00          | \$883,989.00 | -6.0%                      | (\$56,181.00)                   |
| <u>Benefits</u>               |  |                       |                       |              |                            |                                 |
| <b>500.41.27-520</b>          | Fringe Benefits - Deferred Compensation      | \$0.00                | \$0.00                | \$0.00       |                            | \$0.00                          |
| <b>500.41.27-521</b>          | Fringe Benefits - Worker's Compensation      | \$0.00                | \$0.00                | \$0.00       |                            | \$0.00                          |
| <b>500.41.27-522</b>          | Fringe Benefits - Medical / Dental Insurance | \$155,549.00          | \$155,549.00          | \$144,714.00 | -7.0%                      | (\$10,835.00)                   |
| <b>500.41.27-528</b>          | Fringe Benefits - Life Insurance             | \$635.00              | \$635.00              | \$633.00     | -0.3%                      | (\$2.00)                        |
| <u>Total: Benefits</u>        |  | \$156,184.00          | \$156,184.00          | \$145,347.00 | -6.9%                      | (\$10,837.00)                   |

# FY 2016 Budget Detail

| Account Number                       | Description  | 2015 Amended Budget   | 2015 Estimated Amount | 2016 Manager          | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |                       |
|--------------------------------------|--|-----------------------|-----------------------|-----------------------|----------------------------|---------------------------------|-----------------------|
| <b>Fund</b>                          | <b>500</b>   | <b>Electric Fund</b>  |                       |                       |                            |                                 |                       |
| <b>Department</b>                    | <b>41</b>  | <b>Electric Plant</b> |                       |                       |                            |                                 |                       |
| <b>Division</b>                      | <b>27</b>  | <b>Electric Plant</b> |                       |                       |                            |                                 |                       |
| <u>Pensions</u>                      |  |                       |                       |                       |                            |                                 |                       |
| 500.41.27-523                        | Fringe Benefits - Medicare                         | \$13,631.00           | \$13,631.00           | \$12,814.00           | -6.0%                      | (\$817.00)                      |                       |
| 500.41.27-524                        | Fringe Benefits - Social Security                  | \$56,995.00           | \$56,995.00           | \$53,635.00           | -5.9%                      | (\$3,360.00)                    |                       |
| 500.41.27-525                        | Fringe Benefits - IMRF Pension Er Contribution     | \$136,794.00          | \$136,794.00          | \$126,754.00          | -7.3%                      | (\$10,040.00)                   |                       |
| 500.41.27-526                        | Fringe Benefits - Police Pension Er Contribution   | \$0.00                | \$0.00                | \$0.00                |                            | \$0.00                          |                       |
| 500.41.27-527                        | Fringe Benefits - Fire Pension Er Contribution     | \$0.00                | \$0.00                | \$0.00                |                            | \$0.00                          |                       |
| <b>Total: Pensions</b>               |  | <b>\$207,420.00</b>   | <b>\$207,420.00</b>   | <b>\$193,203.00</b>   | <b>-6.9%</b>               | <b>(\$14,217.00)</b>            |                       |
| <b>Total: Salary and Benefits</b>    |  | <b>\$1,303,774.00</b> | <b>\$1,315,009.00</b> | <b>\$1,222,539.00</b> | <b>-6.2%</b>               | <b>(\$81,235.00)</b>            |                       |
| <u>Services and Supplies</u>         |  |                       |                       |                       |                            |                                 |                       |
| <u>Services &amp; Charges</u>        |  |                       |                       |                       |                            |                                 |                       |
| 500.41.27-560                        | Purchased Power                                    | \$8,301,343.00        | \$8,101,623.00        | \$8,226,629.00        | -0.9%                      | (\$74,714.00)                   |                       |
| <b>Budget Transactions:</b>          |  |                       |                       |                       |                            |                                 |                       |
|                                      | Transaction  |                       |                       |                       | Number of Units            | Cost Per Unit                   | Total Amount          |
| Manager                              | Est. purchases 129,065,409 kWh's @ \$0.063740/kWh  |                       |                       |                       | 1.00                       | 8226629                         | \$8,226,629.00        |
|                                      | <b>Total Manager</b>                               |                       |                       |                       |                            |                                 | <b>\$8,226,629.00</b> |
| 500.41.27-570                        | Repair & Maintenance - Buildings                   | \$20,000.00           | \$6,000.00            | \$139,000.00          | 595.0%                     | \$119,000.00                    |                       |
| <b>Budget Transactions:</b>          |  |                       |                       |                       |                            |                                 |                       |
|                                      | Transaction  |                       |                       |                       | Number of Units            | Cost Per Unit                   | Total Amount          |
| Manager                              | Electric Plant roof repair - section A             |                       |                       |                       | 1.00                       | 56000                           | \$56,000.00           |
| Manager                              | Electric Plant roof repair - section B             |                       |                       |                       | 1.00                       | 26000                           | \$26,000.00           |
| Manager                              | Electric Plant roof repair - section C             |                       |                       |                       | 1.00                       | 27000                           | \$27,000.00           |
| Manager                              | Landscaping for Electric Plant                     |                       |                       |                       | 1.00                       | 3500                            | \$3,500.00            |
| Manager                              | LED fixtures for Electric Plant high bay           |                       |                       |                       | 1.00                       | 10000                           | \$10,000.00           |
| Manager                              | Other repairs                                      |                       |                       |                       | 1.00                       | 16500                           | \$16,500.00           |
|                                      | <b>Total Manager</b>                               |                       |                       |                       |                            |                                 | <b>\$139,000.00</b>   |
| 500.41.27-583                        | Property Insurance                                 | \$0.00                | \$0.00                | \$0.00                |                            | \$0.00                          |                       |
| <b>Total: Services &amp; Charges</b> |  | <b>\$8,321,343.00</b> | <b>\$8,107,623.00</b> | <b>\$8,365,629.00</b> | <b>0.5%</b>                | <b>\$44,286.00</b>              |                       |
| <u>Supplies</u>                      |  |                       |                       |                       |                            |                                 |                       |
| 500.41.27-537                        | Uniforms   | \$13,909.00           | \$9,221.00            | \$13,909.00           | 0.0%                       | \$0.00                          |                       |
| <b>Budget Transactions:</b>          |  |                       |                       |                       |                            |                                 |                       |
|                                      | Transaction  |                       |                       |                       | Number of Units            | Cost Per Unit                   | Total Amount          |
| Manager                              | Flame resistant clothing - uniform rental & shirts |                       |                       |                       | 52.00                      | 204.5                           | \$10,634.00           |
| Manager                              | Safety glasses                                     |                       |                       |                       | 5.00                       | 300                             | \$1,500.00            |
| Manager                              | Safety shoes                                       |                       |                       |                       | 5.00                       | 115                             | \$575.00              |



# FY 2016 Budget Detail

| Account Number                                | Description   | 2015 Amended Budget           | 2015 Estimated Amount | 2016 Manager        | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |                     |
|---|---|-------------------------------|-----------------------|---------------------|----------------------------|---------------------------------|---------------------|
| <b>Fund</b>                                   | <b>500</b>  | <b>Electric Fund</b>          |                       |                     |                            |                                 |                     |
| <b>Department</b>                             | <b>41</b>   | <b>Electric Plant</b>         |                       |                     |                            |                                 |                     |
| <b>Division</b>                               | <b>28</b>   | <b>Boilers &amp; Turbines</b> |                       |                     |                            |                                 |                     |
| <u>Salary and Benefits</u>                    |   |                               |                       |                     |                            |                                 |                     |
| <u>Employee Pay</u>                           |   |                               |                       |                     |                            |                                 |                     |
| 500.41.28-511                                 | Regular Salaries                                    | \$0.00                        | \$0.00                | \$0.00              |                            | \$0.00                          |                     |
| 500.41.28-512                                 | Overtime Salaries                                   | \$0.00                        | \$0.00                | \$0.00              |                            | \$0.00                          |                     |
| <u>Total: Employee Pay</u>                    |   | \$0.00                        | \$0.00                | \$0.00              | +++                        | \$0.00                          |                     |
| <u>Total: Salary and Benefits</u>             |   | \$0.00                        | \$0.00                | \$0.00              | +++                        | \$0.00                          |                     |
| <u>Services and Supplies</u>                  |   |                               |                       |                     |                            |                                 |                     |
| <u>Services &amp; Charges</u>                 |   |                               |                       |                     |                            |                                 |                     |
| 500.41.28-567                                 | Operations & Maintenance                            | \$93,750.00                   | \$95,840.00           | \$100,500.00        | 7.2%                       | \$6,750.00                      |                     |
| <b>Budget Transactions:</b>                   |   |                               |                       |                     |                            |                                 |                     |
|   | Transaction   |                               |                       |                     | Number of Units            | Cost Per Unit                   | Total Amount        |
| Manager                                       | Combustion controls - service & instrumentation     |                               |                       |                     | 1.00                       | 25000                           | \$25,000.00         |
| Manager                                       | Consumables   |                               |                       |                     | 1.00                       | 25000                           | \$25,000.00         |
| Manager                                       | Floor scrubber                                      |                               |                       |                     | 1.00                       | 6500                            | \$6,500.00          |
| Manager                                       | Insulation & refractory                             |                               |                       |                     | 1.00                       | 2000                            | \$2,000.00          |
| Manager                                       | NPDES Permit  |                               |                       |                     | 1.00                       | 10000                           | \$10,000.00         |
| Manager                                       | Oil filters   |                               |                       |                     | 1.00                       | 1000                            | \$1,000.00          |
| Manager                                       | Parts washer service                                |                               |                       |                     | 2.00                       | 500                             | \$1,000.00          |
| Manager                                       | PPE - hard hats, safety glasses, hearing protection |                               |                       |                     | 1.00                       | 2000                            | \$2,000.00          |
| Manager                                       | Pump & compressor parts                             |                               |                       |                     | 1.00                       | 2000                            | \$2,000.00          |
| Manager                                       | Recondition & retrofit 480V breakers                |                               |                       |                     | 2.00                       | 7500                            | \$15,000.00         |
| Manager                                       | Title V CAAPP Permit (50% Permit Cost)              |                               |                       |                     | 0.50                       | 8000                            | \$4,000.00          |
| Manager                                       | Tools   |                               |                       |                     | 1.00                       | 4000                            | \$4,000.00          |
| Manager                                       | Valves, piping, & fittings                          |                               |                       |                     | 1.00                       | 3000                            | \$3,000.00          |
|   | <b>Total Manager</b>                                |                               |                       |                     |                            |                                 | <b>\$100,500.00</b> |
| <u>Total: Services &amp; Charges</u>          |   | \$93,750.00                   | \$95,840.00           | \$100,500.00        | 7.2%                       | \$6,750.00                      |                     |
| <u>Total: Services and Supplies</u>           |   | \$93,750.00                   | \$95,840.00           | \$100,500.00        | 7.2%                       | \$6,750.00                      |                     |
| <u>Capital Outlay</u>                         |   |                               |                       |                     |                            |                                 |                     |
| 500.41.28-625                                 | Heavy Machinery                                     | \$0.00                        | \$0.00                | \$0.00              |                            | \$0.00                          |                     |
| <u>Total: Capital Outlay</u>                  |   | \$0.00                        | \$0.00                | \$0.00              | +++                        | \$0.00                          |                     |
| <b>Division Total: Boilers &amp; Turbines</b> |   | <b>\$93,750.00</b>            | <b>\$95,840.00</b>    | <b>\$100,500.00</b> | <b>7.2%</b>                | <b>\$6,750.00</b>               |                     |

# FY 2016 Budget Detail

| Account Number                          | Description                               | 2015 Amended Budget   | 2015 Estimated Amount | 2016 Manager           | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |              |
|---|---|-----------------------|-----------------------|------------------------|----------------------------|---------------------------------|--------------|
| <b>Fund</b>                             | <b>500</b>                                | <b>Electric Fund</b>  |                       |                        |                            |                                 |              |
| <b>Department</b>                       | <b>41</b>                                 | <b>Electric Plant</b> |                       |                        |                            |                                 |              |
| <b>Division</b>                         | <b>29</b>                                 | <b>Diesels</b>        |                       |                        |                            |                                 |              |
| <u>Salary and Benefits</u>              |   |                       |                       |                        |                            |                                 |              |
| <u>Employee Pay</u>                     |   |                       |                       |                        |                            |                                 |              |
| 500.41.29-511                           | Regular Salaries                          | \$0.00                | \$0.00                | \$0.00                 |                            | \$0.00                          |              |
| 500.41.29-512                           | Overtime Salaries                         | \$0.00                | \$0.00                | \$0.00                 |                            | \$0.00                          |              |
| <u>Total: Employee Pay</u>              |   | \$0.00                | \$0.00                | \$0.00                 | +++                        | \$0.00                          |              |
| <u>Total: Salary and Benefits</u>       |   | \$0.00                | \$0.00                | \$0.00                 | +++                        | \$0.00                          |              |
| <u>Services and Supplies</u>            |   |                       |                       |                        |                            |                                 |              |
| <u>Services &amp; Charges</u>           |   |                       |                       |                        |                            |                                 |              |
| 500.41.29-567                           | Operations & Maintenance                  | \$27,000.00           | \$27,000.00           | \$27,000.00            | 0.0%                       | \$0.00                          |              |
| <b>Budget Transactions:</b>             |   |                       |                       |                        |                            |                                 |              |
|   | Transaction                               |                       |                       |                        | Number of Units            | Cost Per Unit                   | Total Amount |
| Manager                                 | Consumables                               |                       |                       |                        | 1.00                       | 8000                            | \$8,000.00   |
| Manager                                 | Generator #9 inspection & testing         |                       |                       |                        | 1.00                       | 15000                           | \$15,000.00  |
| Manager                                 | Title V CAAPP Permit (50% of permit cost) |                       |                       |                        | 0.50                       | 8000                            | \$4,000.00   |
|   | Total Manager                             |                       |                       |                        |                            |                                 | \$27,000.00  |
| <u>Total: Services &amp; Charges</u>    |   | \$27,000.00           | \$27,000.00           | \$27,000.00            | 0.0%                       | \$0.00                          |              |
| <u>Total: Services and Supplies</u>     |   | \$27,000.00           | \$27,000.00           | \$27,000.00            | 0.0%                       | \$0.00                          |              |
| <u>Capital Outlay</u>                   |   |                       |                       |                        |                            |                                 |              |
| 500.41.29-625                           | Heavy Machinery                           | \$0.00                | \$0.00                | \$0.00                 |                            | \$0.00                          |              |
| <u>Total: Capital Outlay</u>            |   | \$0.00                | \$0.00                | \$0.00                 | +++                        | \$0.00                          |              |
| <b>Division Total: Diesels</b>          |   | <b>\$27,000.00</b>    | <b>\$27,000.00</b>    | <b>\$27,000.00</b>     | <b>0.0%</b>                | <b>\$0.00</b>                   |              |
| <b>Department Total: Electric Plant</b> |   | <b>\$9,759,776.00</b> | <b>\$9,604,693.00</b> | <b>\$10,543,577.00</b> | <b>8.0%</b>                | <b>\$783,801.00</b>             |              |

# FY 2016 Budget Detail

| Account Number                | Description                                  | 2015 Amended Budget                  | 2015 Estimated Amount | 2016 Manager        | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |
|-------------------------------|--|--------------------------------------|-----------------------|---------------------|----------------------------|---------------------------------|
| <b>Fund</b>                   | <b>500</b>                                   | <b>Electric Fund</b>                 |                       |                     |                            |                                 |
| <b>Department</b>             | <b>42</b>                                    | <b>Electric Distribution</b>         |                       |                     |                            |                                 |
| <b>Division</b>               | <b>30</b>                                    | <b>General Distribution</b>          |                       |                     |                            |                                 |
| <u>Salary and Benefits</u>    |  |                                      |                       |                     |                            |                                 |
| <u>Employee Pay</u>           |  |                                      |                       |                     |                            |                                 |
| <b>500.42.30-511</b>          | Regular Salaries                             | \$562,644.00                         | \$562,644.00          | \$547,904.00        | -2.6%                      | (\$14,740.00)                   |
| <b>Position Transactions:</b> |  |                                      |                       |                     |                            |                                 |
|                               | <b>Level</b>                                 | <b>Position</b>                      |                       | <b>Type</b>         | <b>Code</b>                | <b>Total Amount</b>             |
|                               | Manager                                      | 500601 - Distribution Superintendent |                       | Earnings            |                            | \$38,911.00                     |
|                               | Manager                                      | 500901 - Crew Leader                 |                       | Earnings            |                            | \$48,200.00                     |
|                               | Manager                                      | 500902 - Crew Leader                 |                       | Earnings            |                            | \$48,200.00                     |
|                               | Manager                                      | 500903 - Crew Leader                 |                       | Earnings            |                            | \$48,200.00                     |
|                               | Manager                                      | 501101 - Line Worker                 |                       | Earnings            |                            | \$45,905.00                     |
|                               | Manager                                      | 501102 - Line Worker                 |                       | Earnings            |                            | \$45,905.00                     |
|                               | Manager                                      | 501103 - Line Worker                 |                       | Earnings            |                            | \$44,612.00                     |
|                               | Manager                                      | 501701 - Apprentice                  |                       | Earnings            |                            | \$40,458.00                     |
|                               | Manager                                      | 501702 - Apprentice                  |                       | Earnings            |                            | \$36,723.00                     |
|                               | Manager                                      | 501703 - Apprentice                  |                       | Earnings            |                            | \$32,194.00                     |
|                               | Manager                                      | 501704 - Apprentice                  |                       | Earnings            |                            | \$32,003.00                     |
|                               | Manager                                      | 501705 - Apprentice                  |                       | Earnings            |                            | \$31,812.00                     |
|                               | Manager                                      | 501801 - Meter Tester                |                       | Earnings            |                            | \$54,781.00                     |
|                               |  | <b>Total Manager</b>                 |                       |                     |                            | <b>\$547,904.00</b>             |
| <b>500.42.30-512</b>          | Overtime Salaries                            | \$0.00                               | \$63,076.00           | \$43,977.00         |                            | \$43,977.00                     |
| <b>500.42.30-513</b>          | Part Time Salaries                           | \$0.00                               | \$0.00                | \$0.00              |                            | \$0.00                          |
| <b>500.42.30-515</b>          | Sick Cashed In                               | \$0.00                               | \$1,004.00            | \$803.00            |                            | \$803.00                        |
| <b>500.42.30-516</b>          | Holiday Salaries                             | \$0.00                               | \$0.00                | \$0.00              |                            | \$0.00                          |
| <b>500.42.30-518</b>          | Other Compensation                           | \$0.00                               | \$0.00                | \$0.00              |                            | \$0.00                          |
| <b>Total: Employee Pay</b>    |  | <b>\$562,644.00</b>                  | <b>\$626,724.00</b>   | <b>\$592,684.00</b> | <b>5.3%</b>                | <b>\$30,040.00</b>              |
| <u>Benefits</u>               |  |                                      |                       |                     |                            |                                 |
| <b>500.42.30-520</b>          | Fringe Benefits - Deferred Compensation      | \$0.00                               | \$0.00                | \$0.00              |                            | \$0.00                          |
| <b>500.42.30-521</b>          | Fringe Benefits - Worker's Compensation      | \$0.00                               | \$0.00                | \$0.00              |                            | \$0.00                          |
| <b>500.42.30-522</b>          | Fringe Benefits - Medical / Dental Insurance | \$96,770.00                          | \$96,770.00           | \$89,770.00         | -7.2%                      | (\$7,000.00)                    |
| <b>500.42.30-528</b>          | Fringe Benefits - Life Insurance             | \$322.00                             | \$377.00              | \$387.00            | 20.2%                      | \$65.00                         |
| <b>Total: Benefits</b>        |  | <b>\$97,092.00</b>                   | <b>\$97,147.00</b>    | <b>\$90,157.00</b>  | <b>-7.1%</b>               | <b>(\$6,935.00)</b>             |
| <u>Pensions</u>               |  |                                      |                       |                     |                            |                                 |
| <b>500.42.30-523</b>          | Fringe Benefits - Medicare                   | \$8,158.00                           | \$8,158.00            | \$8,594.00          | 5.3%                       | \$436.00                        |

# FY 2016 Budget Detail

| Account Number                    | Description                                    | 2015 Amended Budget          | 2015 Estimated Amount | 2016 Manager | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |              |
|-----------------------------------|--|------------------------------|-----------------------|--------------|----------------------------|---------------------------------|--------------|
| <b>Fund</b>                       | <b>500</b>                                     | <b>Electric Fund</b>         |                       |              |                            |                                 |              |
| <b>Department</b>                 | <b>42</b>                                      | <b>Electric Distribution</b> |                       |              |                            |                                 |              |
| <b>Division</b>                   | <b>30</b>                                      | <b>General Distribution</b>  |                       |              |                            |                                 |              |
| 500.42.30-524                     | Fringe Benefits - Social Security              | \$28,704.00                  | \$31,982.00           | \$35,409.00  | 23.4%                      | \$6,705.00                      |              |
| 500.42.30-525                     | Fringe Benefits - IMRF Pension Er Contribution | \$81,866.00                  | \$81,866.00           | \$84,987.00  | 3.8%                       | \$3,121.00                      |              |
| <u>Total: Pensions</u>            |  | \$118,728.00                 | \$122,006.00          | \$128,990.00 | 8.6%                       | \$10,262.00                     |              |
| <u>Total: Salary and Benefits</u> |  | \$778,464.00                 | \$845,877.00          | \$811,831.00 | 4.3%                       | \$33,367.00                     |              |
| <u>Services and Supplies</u>      |  |                              |                       |              |                            |                                 |              |
| <u>Services &amp; Charges</u>     |  |                              |                       |              |                            |                                 |              |
| 500.42.30-564                     | Cell Phones & Radios                           | \$6,100.00                   | \$6,100.00            | \$9,700.00   | 59.0%                      | \$3,600.00                      |              |
| <b>Budget Transactions:</b>       |  |                              |                       |              |                            |                                 |              |
|                                   | Transaction                                    |                              |                       |              | Number of Units            | Cost Per Unit                   | Total Amount |
| Manager                           | Batteries & chargers                           |                              |                       |              | 1.00                       | 1000                            | \$1,000.00   |
| Manager                           | Cells phones service costs                     |                              |                       |              | 7.00                       | 300                             | \$2,100.00   |
| Manager                           | Mobile data for line trucks, service costs     |                              |                       |              | 12.00                      | 300                             | \$3,600.00   |
| Manager                           | New radios                                     |                              |                       |              | 4.00                       | 600                             | \$2,400.00   |
| Manager                           | Radio repairs                                  |                              |                       |              | 2.00                       | 300                             | \$600.00     |
|                                   | Total Manager                                  |                              |                       |              |                            |                                 | \$9,700.00   |
| 500.42.30-567                     | Operations & Maintenance                       | \$186,000.00                 | \$190,000.00          | \$188,000.00 | 1.1%                       | \$2,000.00                      |              |
| <b>Budget Transactions:</b>       |  |                              |                       |              |                            |                                 |              |
|                                   | Transaction                                    |                              |                       |              | Number of Units            | Cost Per Unit                   | Total Amount |
| Manager                           | Energized switchgear cleaning                  |                              |                       |              | 2.00                       | 6500                            | \$13,000.00  |
| Manager                           | Line clearance - contract tree trimming        |                              |                       |              | 1.00                       | 150000                          | \$150,000.00 |
| Manager                           | Rebuild deteriorating manholes                 |                              |                       |              | 2.00                       | 3500                            | \$7,000.00   |
| Manager                           | Thermography of overhead equipment             |                              |                       |              | 1.00                       | 4000                            | \$4,000.00   |
| Manager                           | Thermography of underground equipment          |                              |                       |              | 1.00                       | 5000                            | \$5,000.00   |
| Manager                           | Underground locator batteries                  |                              |                       |              | 4.00                       | 250                             | \$1,000.00   |
| Manager                           | Wood pole inspections                          |                              |                       |              | 1.00                       | 8000                            | \$8,000.00   |
|                                   | Total Manager                                  |                              |                       |              |                            |                                 | \$188,000.00 |
| 500.42.30-570                     | Repair & Maintenance - Buildings               | \$0.00                       | \$0.00                | \$0.00       |                            | \$0.00                          |              |
| 500.42.30-572                     | Repair & Maintenance - Landscape               | \$0.00                       | \$0.00                | \$0.00       |                            | \$0.00                          |              |
| 500.42.30-574                     | Vehicle Maint Service Charge                   | \$139,077.00                 | \$139,080.00          | \$136,392.00 | -1.9%                      | (\$2,685.00)                    |              |
| <b>Budget Transactions:</b>       |  |                              |                       |              |                            |                                 |              |
|                                   | Transaction                                    |                              |                       |              | Number of Units            | Cost Per Unit                   | Total Amount |
| Manager                           | Fleet maintenance                              |                              |                       |              | 12.00                      | 11366                           | \$136,392.00 |
|                                   | Total Manager                                  |                              |                       |              |                            |                                 | \$136,392.00 |





# FY 2016 Budget Detail

| Account Number                    | Description                                    | 2015 Amended Budget          | 2015 Estimated Amount | 2016 Manager        | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |
|-----------------------------------|--|------------------------------|-----------------------|---------------------|----------------------------|---------------------------------|
| <b>Fund</b>                       | <b>500</b>                                     | <b>Electric Fund</b>         |                       |                     |                            |                                 |
| <b>Department</b>                 | <b>42</b>                                      | <b>Electric Distribution</b> |                       |                     |                            |                                 |
| <b>Division</b>                   | <b>31</b>                                      | <b>Underground System</b>    |                       |                     |                            |                                 |
| <u>Salary and Benefits</u>        |  |                              |                       |                     |                            |                                 |
| <u>Employee Pay</u>               |  |                              |                       |                     |                            |                                 |
| 500.42.31-511                     | Regular Salaries                               | \$23,470.00                  | \$23,470.00           | \$0.00              | -100.0%                    | (\$23,470.00)                   |
| 500.42.31-512                     | Overtime Salaries                              | \$36,456.00                  | \$73,481.00           | \$0.00              | -100.0%                    | (\$36,456.00)                   |
| 500.42.31-515                     | Sick Cashed In                                 | \$0.00                       | \$1,227.00            | \$982.00            |                            | \$982.00                        |
| <b>Total: Employee Pay</b>        |  | <b>\$59,926.00</b>           | <b>\$98,178.00</b>    | <b>\$982.00</b>     | <b>-98.4%</b>              | <b>(\$58,944.00)</b>            |
| <u>Benefits</u>                   |  |                              |                       |                     |                            |                                 |
| 500.42.31-520                     | Fringe Benefits - Deferred Compensation        | \$0.00                       | \$0.00                | \$0.00              |                            | \$0.00                          |
| 500.42.31-521                     | Fringe Benefits - Worker's Compensation        | \$0.00                       | \$0.00                | \$0.00              |                            | \$0.00                          |
| 500.42.31-522                     | Fringe Benefits - Medical / Dental Insurance   | \$118,206.00                 | \$118,206.00          | \$102,105.00        | -13.6%                     | (\$16,101.00)                   |
| 500.42.31-528                     | Fringe Benefits - Life Insurance               | \$402.00                     | \$395.00              | \$0.00              | -100.0%                    | (\$402.00)                      |
| <b>Total: Benefits</b>            |  | <b>\$118,608.00</b>          | <b>\$118,601.00</b>   | <b>\$102,105.00</b> | <b>-13.9%</b>              | <b>(\$16,503.00)</b>            |
| <u>Pensions</u>                   |  |                              |                       |                     |                            |                                 |
| 500.42.31-523                     | Fringe Benefits - Medicare                     | \$9,366.00                   | \$9,366.00            | \$8,629.00          | -7.9%                      | (\$737.00)                      |
| 500.42.31-524                     | Fringe Benefits - Social Security              | \$37,449.00                  | \$37,449.00           | \$36,893.00         | -1.5%                      | (\$556.00)                      |
| 500.42.31-525                     | Fringe Benefits - IMRF Pension Er Contribution | \$93,982.00                  | \$93,982.00           | \$85,333.00         | -9.2%                      | (\$8,649.00)                    |
| <b>Total: Pensions</b>            |  | <b>\$140,797.00</b>          | <b>\$140,797.00</b>   | <b>\$130,855.00</b> | <b>-7.1%</b>               | <b>(\$9,942.00)</b>             |
| <b>Total: Salary and Benefits</b> |  | <b>\$319,331.00</b>          | <b>\$357,576.00</b>   | <b>\$233,942.00</b> | <b>-26.7%</b>              | <b>(\$85,389.00)</b>            |
| <u>Services and Supplies</u>      |  |                              |                       |                     |                            |                                 |
| <u>Supplies</u>                   |  |                              |                       |                     |                            |                                 |
| 500.42.31-547                     | Distribution Material                          | \$111,495.00                 | \$76,200.00           | \$110,495.00        | -0.9%                      | (\$1,000.00)                    |
| <b>Budget Transactions:</b>       |  |                              |                       |                     |                            |                                 |
|                                   | Transaction                                    |                              |                       | Number of Units     | Cost Per Unit              | Total Amount                    |
| Manager                           | Connectors for underground services            |                              |                       | 1.00                | 22500                      | \$22,500.00                     |
| Manager                           | Hardware for manholes                          |                              |                       | 1.00                | 8000                       | \$8,000.00                      |
| Manager                           | Manholes                                       |                              |                       | 4.00                | 4000                       | \$16,000.00                     |
| Manager                           | Splice boxes                                   |                              |                       | 50.00               | 400                        | \$20,000.00                     |
| Manager                           | Splice replacement materials                   |                              |                       | 1.00                | 20000                      | \$20,000.00                     |
| Manager                           | Tape, repair sleeves, connectors, tie wraps    |                              |                       | 1.00                | 10000                      | \$10,000.00                     |
| Manager                           | Transformer pads single phase                  |                              |                       | 10.00               | 500                        | \$5,000.00                      |
| Manager                           | Transformer pads three phase                   |                              |                       | 5.00                | 700                        | \$3,500.00                      |
| Manager                           | Underground fault indicators, single phase     |                              |                       | 43.00               | 65                         | \$2,795.00                      |



Village of Winnetka

# FY 2016 Budget Detail

| Account Number                         | Description                              | 2015 Amended Budget          | 2015 Estimated Amount | 2016 Manager       | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |                    |
|--|--|------------------------------|-----------------------|--------------------|----------------------------|---------------------------------|--------------------|
| <b>Fund</b>                            | <b>500</b>                               | <b>Electric Fund</b>         |                       |                    |                            |                                 |                    |
| <b>Department</b>                      | <b>42</b>                                | <b>Electric Distribution</b> |                       |                    |                            |                                 |                    |
| <b>Division</b>                        | <b>33</b>                                | <b>Overhead System</b>       |                       |                    |                            |                                 |                    |
| <b>Salary and Benefits</b>             |  |                              |                       |                    |                            |                                 |                    |
| <b>Employee Pay</b>                    |  |                              |                       |                    |                            |                                 |                    |
| 500.42.33-511                          | Regular Salaries                         | \$0.00                       | \$0.00                | \$0.00             |                            | \$0.00                          |                    |
| 500.42.33-512                          | Overtime Salaries                        | \$0.00                       | \$0.00                | \$0.00             |                            | \$0.00                          |                    |
| <b>Total: Employee Pay</b>             |  | \$0.00                       | \$0.00                | \$0.00             | +++                        | \$0.00                          |                    |
| <b>Total: Salary and Benefits</b>      |  | \$0.00                       | \$0.00                | \$0.00             | +++                        | \$0.00                          |                    |
| <b>Services and Supplies</b>           |  |                              |                       |                    |                            |                                 |                    |
| <b>Supplies</b>                        |  |                              |                       |                    |                            |                                 |                    |
| 500.42.33-547                          | Distribution Material                    | \$18,340.00                  | \$31,500.00           | \$19,840.00        | 8.2%                       | \$1,500.00                      |                    |
| <b>Budget Transactions:</b>            |  |                              |                       |                    |                            |                                 |                    |
|  | Transaction                              |                              |                       |                    | Number of Units            | Cost Per Unit                   | Total Amount       |
| Manager                                | Connectors, tape, service drop conductor |                              |                       |                    | 1.00                       | 5000                            | \$5,000.00         |
| Manager                                | Normal hardware replacements             |                              |                       |                    | 1.00                       | 10000                           | \$10,000.00        |
| Manager                                | Overhead fault indicators                |                              |                       |                    | 24.00                      | 160                             | \$3,840.00         |
| Manager                                | Recycling costs for wood poles           |                              |                       |                    | 1.00                       | 1000                            | \$1,000.00         |
|  | <b>Total Manager</b>                     |                              |                       |                    |                            |                                 | <b>\$19,840.00</b> |
| <b>Total: Supplies</b>                 |  | \$18,340.00                  | \$31,500.00           | \$19,840.00        | 8.2%                       | \$1,500.00                      |                    |
| <b>Total: Services and Supplies</b>    |  | \$18,340.00                  | \$31,500.00           | \$19,840.00        | 8.2%                       | \$1,500.00                      |                    |
| <b>Capital Outlay</b>                  |  |                              |                       |                    |                            |                                 |                    |
| 500.42.33-610                          | Capital Salaries                         | \$0.00                       | \$0.00                | \$0.00             |                            | \$0.00                          |                    |
| 500.42.33-660                          | Distribution System                      | \$0.00                       | \$0.00                | \$0.00             |                            | \$0.00                          |                    |
| <b>Total: Capital Outlay</b>           |  | \$0.00                       | \$0.00                | \$0.00             | +++                        | \$0.00                          |                    |
| <b>Division Total: Overhead System</b> |  | <b>\$18,340.00</b>           | <b>\$31,500.00</b>    | <b>\$19,840.00</b> | <b>8.2%</b>                | <b>\$1,500.00</b>               |                    |

# FY 2016 Budget Detail

| Account Number                      | Description                                    | 2015 Amended Budget                    | 2015 Estimated Amount | 2016 Manager | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |                    |
|-------------------------------------|--|--|-----------------------|--------------|----------------------------|---------------------------------|--------------------|
| <b>Fund</b>                         | <b>500</b>                                     | <b>Electric Fund</b>                   |                       |              |                            |                                 |                    |
| <b>Department</b>                   | <b>42</b>                                      | <b>Electric Distribution</b>           |                       |              |                            |                                 |                    |
| <b>Division</b>                     | <b>34</b>                                      | <b>Line Transformers &amp; Devices</b> |                       |              |                            |                                 |                    |
| <b>Salary and Benefits</b>          |  |  |                       |              |                            |                                 |                    |
| <u>Employee Pay</u>                 |  |  |                       |              |                            |                                 |                    |
| 500.42.34-511                       | Regular Salaries                               | \$0.00                                 | \$6,493.00            | \$0.00       |                            | \$0.00                          |                    |
| 500.42.34-512                       | Overtime Salaries                              | \$0.00                                 | \$1,625.00            | \$0.00       |                            | \$0.00                          |                    |
| <u>Total: Employee Pay</u>          |  | \$0.00                                 | \$8,118.00            | \$0.00       | +++                        | \$0.00                          |                    |
| <u>Benefits</u>                     |  |  |                       |              |                            |                                 |                    |
| 500.42.34-520                       | Fringe Benefits - Deferred Compensation        | \$0.00                                 | \$0.00                | \$0.00       |                            | \$0.00                          |                    |
| 500.42.34-521                       | Fringe Benefits - Worker's Compensation        | \$0.00                                 | \$0.00                | \$0.00       |                            | \$0.00                          |                    |
| 500.42.34-522                       | Fringe Benefits - Medical / Dental Insurance   | \$0.00                                 | \$871.00              | \$0.00       |                            | \$0.00                          |                    |
| 500.42.34-528                       | Fringe Benefits - Life Insurance               | \$0.00                                 | \$5.00                | \$0.00       |                            | \$0.00                          |                    |
| <u>Total: Benefits</u>              |  | \$0.00                                 | \$876.00              | \$0.00       | +++                        | \$0.00                          |                    |
| <u>Pensions</u>                     |  |  |                       |              |                            |                                 |                    |
| 500.42.34-523                       | Fringe Benefits - Medicare                     | \$0.00                                 | \$115.00              | \$0.00       |                            | \$0.00                          |                    |
| 500.42.34-524                       | Fringe Benefits - Social Security              | \$0.00                                 | \$492.00              | \$0.00       |                            | \$0.00                          |                    |
| 500.42.34-525                       | Fringe Benefits - IMRF Pension Er Contribution | \$0.00                                 | \$1,117.00            | \$0.00       |                            | \$0.00                          |                    |
| <u>Total: Pensions</u>              |  | \$0.00                                 | \$1,724.00            | \$0.00       | +++                        | \$0.00                          |                    |
| <u>Total: Salary and Benefits</u>   |  | \$0.00                                 | \$10,718.00           | \$0.00       | +++                        | \$0.00                          |                    |
| <u>Services and Supplies</u>        |  |  |                       |              |                            |                                 |                    |
| <u>Supplies</u>                     |  |  |                       |              |                            |                                 |                    |
| 500.42.34-547                       | Distribution Material                          | \$15,000.00                            | \$3,000.00            | \$15,000.00  | 0.0%                       | \$0.00                          |                    |
| <b>Budget Transactions:</b>         |  |  |                       |              |                            |                                 |                    |
|                                     | Transaction                                    |  |                       |              | Number of Units            | Cost Per Unit                   | Total Amount       |
| Manager                             | Fused cutouts                                  |  |                       |              | 1.00                       | 5500                            | \$5,500.00         |
| Manager                             | Fuses, spade connectors, PCB testing           |  |                       |              | 1.00                       | 9500                            | \$9,500.00         |
|                                     | <b>Total Manager</b>                           |  |                       |              |                            |                                 | <b>\$15,000.00</b> |
| <u>Total: Supplies</u>              |  | \$15,000.00                            | \$3,000.00            | \$15,000.00  | 0.0%                       | \$0.00                          |                    |
| <u>Total: Services and Supplies</u> |  | \$15,000.00                            | \$3,000.00            | \$15,000.00  | 0.0%                       | \$0.00                          |                    |
| <u>Capital Outlay</u>               |  |  |                       |              |                            |                                 |                    |
| 500.42.34-610                       | Capital Salaries                               | \$0.00                                 | \$0.00                | \$0.00       |                            | \$0.00                          |                    |
| 500.42.34-660                       | Distribution System                            | \$119,980.00                           | \$161,794.00          | \$125,184.00 | 4.3%                       | \$5,204.00                      |                    |
| <b>Budget Transactions:</b>         |  |  |                       |              |                            |                                 |                    |

# FY 2016 Budget Detail

| Account Number   | Description   | 2015 Amended Budget                    | 2015 Estimated Amount | 2016 Manager        | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |                     |
|--|---|--|-----------------------|---------------------|----------------------------|---------------------------------|---------------------|
| <b>Fund</b>  | <b>500</b>  | <b>Electric Fund</b>                   |                       |                     |                            |                                 |                     |
| <b>Department</b>                                      | <b>42</b>   | <b>Electric Distribution</b>           |                       |                     |                            |                                 |                     |
| <b>Division</b>  | <b>34</b>   | <b>Line Transformers &amp; Devices</b> |                       |                     |                            |                                 |                     |
|  | <b>Transaction</b>                                  |  |                       |                     | <b>Number of Units</b>     | <b>Cost Per Unit</b>            | <b>Total Amount</b> |
| Manager  | Pad mount transformer - three phase (1500kVA)       |  |                       |                     | 1.00                       | 35000                           | \$35,000.00         |
| Manager  | Pad mount transformer - three phase (150kVA)        |  |                       |                     | 1.00                       | 7605                            | \$7,605.00          |
| Manager  | Pad mount transformer - three phase (75kVA)         |  |                       |                     | 5.00                       | 7605                            | \$38,025.00         |
| Manager  | Pad mount transformers - single phase               |  |                       |                     | 10.00                      | 2612                            | \$26,120.00         |
| Manager  | Submersible transformer rebuild                     |  |                       |                     | 3.00                       | 2667                            | \$8,001.00          |
| Manager  | Transformer purchases - metals / market contingency |  |                       |                     | 1.00                       | 10433                           | \$10,433.00         |
|  | <b>Total Manager</b>                                |  |                       |                     |                            |                                 | <b>\$125,184.00</b> |
| <b>Total: Capital Outlay</b>                           |   | <b>\$119,980.00</b>                    | <b>\$161,794.00</b>   | <b>\$125,184.00</b> | <b>4.3%</b>                | <b>\$5,204.00</b>               |                     |
| <b>Division Total: Line Transformers &amp; Devices</b> |   | <b>\$134,980.00</b>                    | <b>\$175,512.00</b>   | <b>\$140,184.00</b> | <b>3.9%</b>                | <b>\$5,204.00</b>               |                     |

# FY 2016 Budget Detail

| Account Number                      | Description                          | 2015 Amended Budget          | 2015 Estimated Amount | 2016 Manager       | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |                     |
|-------------------------------------|--------------------------------------|------------------------------|-----------------------|--------------------|----------------------------|---------------------------------|---------------------|
| <b>Fund</b>                         | <b>500</b>                           | <b>Electric Fund</b>         |                       |                    |                            |                                 |                     |
| <b>Department</b>                   | <b>42</b>                            | <b>Electric Distribution</b> |                       |                    |                            |                                 |                     |
| <b>Division</b>                     | <b>35</b>                            | <b>Meters</b>                |                       |                    |                            |                                 |                     |
| <u>Salary and Benefits</u>          |                                      |                              |                       |                    |                            |                                 |                     |
| <u>Employee Pay</u>                 |                                      |                              |                       |                    |                            |                                 |                     |
| 500.42.35-511                       | Regular Salaries                     | \$0.00                       | \$0.00                | \$0.00             |                            | \$0.00                          |                     |
| 500.42.35-512                       | Overtime Salaries                    | \$0.00                       | \$0.00                | \$0.00             |                            | \$0.00                          |                     |
| <u>Total: Employee Pay</u>          |                                      | \$0.00                       | \$0.00                | \$0.00             | +++                        | \$0.00                          |                     |
| <u>Total: Salary and Benefits</u>   |                                      | \$0.00                       | \$0.00                | \$0.00             | +++                        | \$0.00                          |                     |
| <u>Services and Supplies</u>        |                                      |                              |                       |                    |                            |                                 |                     |
| <u>Supplies</u>                     |                                      |                              |                       |                    |                            |                                 |                     |
| 500.42.35-547                       | Distribution Material                | \$10,000.00                  | \$10,000.00           | \$12,500.00        | 25.0%                      | \$2,500.00                      |                     |
| <b>Budget Transactions:</b>         |                                      |                              |                       |                    |                            |                                 |                     |
|                                     | <b>Transaction</b>                   |                              |                       |                    | <b>Number of Units</b>     | <b>Cost Per Unit</b>            | <b>Total Amount</b> |
| Manager                             | Electric meters - new & replacements |                              |                       |                    | 1.00                       | 10000                           | \$10,000.00         |
| Manager                             | Meter locks, rings, covers, seals    |                              |                       |                    | 1.00                       | 1000                            | \$1,000.00          |
| Manager                             | Test bench - standards certification |                              |                       |                    | 1.00                       | 1500                            | \$1,500.00          |
|                                     | <b>Total Manager</b>                 |                              |                       |                    |                            |                                 | <b>\$12,500.00</b>  |
| <u>Total: Supplies</u>              |                                      | \$10,000.00                  | \$10,000.00           | \$12,500.00        | 25.0%                      | \$2,500.00                      |                     |
| <u>Total: Services and Supplies</u> |                                      | \$10,000.00                  | \$10,000.00           | \$12,500.00        | 25.0%                      | \$2,500.00                      |                     |
| <u>Capital Outlay</u>               |                                      |                              |                       |                    |                            |                                 |                     |
| 500.42.35-610                       | Capital Salaries                     | \$0.00                       | \$0.00                | \$0.00             |                            | \$0.00                          |                     |
| 500.42.35-660                       | Distribution System                  | \$0.00                       | \$0.00                | \$0.00             |                            | \$0.00                          |                     |
| <u>Total: Capital Outlay</u>        |                                      | \$0.00                       | \$0.00                | \$0.00             | +++                        | \$0.00                          |                     |
| <b>Division Total: Meters</b>       |                                      | <b>\$10,000.00</b>           | <b>\$10,000.00</b>    | <b>\$12,500.00</b> | <b>25.0%</b>               | <b>\$2,500.00</b>               |                     |

# FY 2016 Budget Detail

| Account Number                      | Description   | 2015 Amended Budget          | 2015 Estimated Amount | 2016 Manager        | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |                     |
|-------------------------------------|---|------------------------------|-----------------------|---------------------|----------------------------|---------------------------------|---------------------|
| <b>Fund</b>                         | <b>500</b>  | <b>Electric Fund</b>         |                       |                     |                            |                                 |                     |
| <b>Department</b>                   | <b>42</b>   | <b>Electric Distribution</b> |                       |                     |                            |                                 |                     |
| <b>Division</b>                     | <b>36</b>   | <b>Substation</b>            |                       |                     |                            |                                 |                     |
| <u>Salary and Benefits</u>          |   |                              |                       |                     |                            |                                 |                     |
| <u>Employee Pay</u>                 |   |                              |                       |                     |                            |                                 |                     |
| 500.42.36-511                       | Regular Salaries                                    | \$0.00                       | \$0.00                | \$0.00              |                            | \$0.00                          |                     |
| 500.42.36-512                       | Overtime Salaries                                   | \$0.00                       | \$0.00                | \$0.00              |                            | \$0.00                          |                     |
| <b>Total: Employee Pay</b>          |   | \$0.00                       | \$0.00                | \$0.00              | +++                        | \$0.00                          |                     |
| <b>Total: Salary and Benefits</b>   |   | \$0.00                       | \$0.00                | \$0.00              | +++                        | \$0.00                          |                     |
| <u>Services and Supplies</u>        |   |                              |                       |                     |                            |                                 |                     |
| <u>Supplies</u>                     |   |                              |                       |                     |                            |                                 |                     |
| 500.42.36-547                       | Distribution Material                               | \$112,260.00                 | \$72,869.00           | \$150,900.00        | 34.4%                      | \$38,640.00                     |                     |
| <b>Budget Transactions:</b>         |   |                              |                       |                     |                            |                                 |                     |
|                                     | Transaction   |                              |                       |                     | Number of Units            | Cost Per Unit                   | Total Amount        |
| Manager                             | Animal mitigation - EP transformer yard             |                              |                       |                     | 1.00                       | 5000                            | \$5,000.00          |
| Manager                             | Battery bank testing                                |                              |                       |                     | 4.00                       | 2000                            | \$8,000.00          |
| Manager                             | Circuit breaker refurbishment - 15kV                |                              |                       |                     | 1.00                       | 12000                           | \$12,000.00         |
| Manager                             | Consumables   |                              |                       |                     | 1.00                       | 7500                            | \$7,500.00          |
| Manager                             | LTC desiccant dryers - TR71 & TR#3                  |                              |                       |                     | 2.00                       | 1700                            | \$3,400.00          |
| Manager                             | LTC oil filters                                     |                              |                       |                     | 2.00                       | 500                             | \$1,000.00          |
| Manager                             | Protective relays                                   |                              |                       |                     | 1.00                       | 5000                            | \$5,000.00          |
| Manager                             | Relay test set software, onsite training - Doble    |                              |                       |                     | 1.00                       | 6500                            | \$6,500.00          |
| Manager                             | Replacement 5kV breaker - PLC                       |                              |                       |                     | 1.00                       | 30000                           | \$30,000.00         |
| Manager                             | RTU central processor panel - spare                 |                              |                       |                     | 1.00                       | 3000                            | \$3,000.00          |
| Manager                             | RTU power communication panel - spare               |                              |                       |                     | 1.00                       | 1500                            | \$1,500.00          |
| Manager                             | Security system - South Load Center                 |                              |                       |                     | 1.00                       | 4300                            | \$4,300.00          |
| Manager                             | Security upgrade - Northfield substation            |                              |                       |                     | 1.00                       | 9000                            | \$9,000.00          |
| Manager                             | Switchgear current transformers, differential relay |                              |                       |                     | 11.00                      | 3000                            | \$33,000.00         |
| Manager                             | Transformer electrical testing                      |                              |                       |                     | 6.00                       | 2000                            | \$12,000.00         |
| Manager                             | Transformer oil testing                             |                              |                       |                     | 1.00                       | 4000                            | \$4,000.00          |
| Manager                             | Voltage regulator bypass switch                     |                              |                       |                     | 3.00                       | 1900                            | \$5,700.00          |
|                                     | <b>Total Manager</b>                                |                              |                       |                     |                            |                                 | <b>\$150,900.00</b> |
| <b>Total: Supplies</b>              |   | \$112,260.00                 | \$72,869.00           | \$150,900.00        | 34.4%                      | \$38,640.00                     |                     |
| <b>Total: Services and Supplies</b> |   | \$112,260.00                 | \$72,869.00           | \$150,900.00        | 34.4%                      | \$38,640.00                     |                     |
| <u>Capital Outlay</u>               |   |                              |                       |                     |                            |                                 |                     |
| 500.42.36-610                       | Capital Salaries                                    | \$0.00                       | \$0.00                | \$0.00              |                            | \$0.00                          |                     |
| 500.42.36-660                       | Distribution System                                 | \$540,000.00                 | \$0.00                | \$0.00              | -100.0%                    | (\$540,000.00)                  |                     |
| <b>Total: Capital Outlay</b>        |   | \$540,000.00                 | \$0.00                | \$0.00              | -100.0%                    | (\$540,000.00)                  |                     |
| <b>Division Total: Substation</b>   |   | <b>\$652,260.00</b>          | <b>\$72,869.00</b>    | <b>\$150,900.00</b> | <b>-76.9%</b>              | <b>(\$501,360.00)</b>           |                     |

# FY 2016 Budget Detail

| Account Number   | Description                                     | 2015 Amended Budget                        | 2015 Estimated Amount   | 2016 Manager            | FY2016 vs. FY2015 % Change | FY2016 vs. FY2015 Dollar Change |
|--|---|--|-------------------------|-------------------------|----------------------------|---------------------------------|
| <b>Fund</b>  | <b>500</b>                                      | <b>Electric Fund</b>                       |                         |                         |                            |                                 |
| <b>Department</b>  | <b>42</b>                                       | <b>Electric Distribution</b>               |                         |                         |                            |                                 |
| <b>Division</b>  | <b>37</b>                                       | <b>New Bus-Cable Pulling &amp; Conduit</b> |                         |                         |                            |                                 |
| <u>Capital Outlay</u>                                      |   |  |                         |                         |                            |                                 |
| 500.42.37-660  | Distribution System                             | \$420,000.00                               | \$559,817.00            | \$441,000.00            | 5.0%                       | \$21,000.00                     |
| <b>Budget Transactions:</b>                                |   |  |                         |                         |                            |                                 |
|  | Transaction                                     |  |                         |                         |                            |                                 |
| Manager  | Directional boring & conduit installation       |  |                         |                         |                            |                                 |
|  |   |  |                         |                         |                            | Number of Units                 |
|  |   |  |                         |                         |                            | Cost Per Unit                   |
|  |   |  |                         |                         |                            | Total Amount                    |
|  | Total Manager                                   |  |                         |                         |                            |                                 |
|  |   |  |                         |                         |                            | \$441,000.00                    |
|  |   |  |                         |                         |                            | \$441,000.00                    |
| <b>Total: Capital Outlay</b>                               |   | <b>\$420,000.00</b>                        | <b>\$559,817.00</b>     | <b>\$441,000.00</b>     | <b>5.0%</b>                | <b>\$21,000.00</b>              |
| <b>Division Total: New Bus-Cable Pulling &amp; Conduit</b> |   | <b>\$420,000.00</b>                        | <b>\$559,817.00</b>     | <b>\$441,000.00</b>     | <b>5.0%</b>                | <b>\$21,000.00</b>              |
| <b>Department Total: Electric Distribution</b>             |   | <b>\$4,173,561.00</b>                      | <b>\$3,982,074.00</b>   | <b>\$3,602,034.00</b>   | <b>-13.7%</b>              | <b>(\$571,527.00)</b>           |
| <b>Department</b>  | <b>88</b>                                       | <b>Depreciation</b>                        |                         |                         |                            |                                 |
| <b>Division</b>  | <b>01</b>                                       | <b>Department Wide</b>                     |                         |                         |                            |                                 |
| <u>Depreciation Expense</u>                                |   |  |                         |                         |                            |                                 |
| 500.88.01-800  | Depreciation                                    | \$1,600,000.00                             | \$1,600,000.00          | \$1,600,000.00          | 0.0%                       | \$0.00                          |
| <b>Total: Depreciation Expense</b>                         |   | <b>\$1,600,000.00</b>                      | <b>\$1,600,000.00</b>   | <b>\$1,600,000.00</b>   | <b>0.0%</b>                | <b>\$0.00</b>                   |
| <b>Division Total: Department Wide</b>                     |   | <b>\$1,600,000.00</b>                      | <b>\$1,600,000.00</b>   | <b>\$1,600,000.00</b>   | <b>0.0%</b>                | <b>\$0.00</b>                   |
| <b>Department Total: Depreciation</b>                      |   | <b>\$1,600,000.00</b>                      | <b>\$1,600,000.00</b>   | <b>\$1,600,000.00</b>   | <b>0.0%</b>                | <b>\$0.00</b>                   |
| <b>Department</b>  | <b>99</b>                                       | <b>Transfers</b>                           |                         |                         |                            |                                 |
| <b>Division</b>  | <b>01</b>                                       | <b>Department Wide</b>                     |                         |                         |                            |                                 |
| <u>Transfers</u>   |   |  |                         |                         |                            |                                 |
| 500.99.01-900  | Interfund Transfers - Payment in Lieu of Taxes  | \$1,030,001.00                             | \$1,030,001.00          | \$988,800.00            | -4.0%                      | (\$41,201.00)                   |
| <b>Budget Transactions:</b>                                |   |  |                         |                         |                            |                                 |
|  | Transaction                                     |  |                         |                         |                            |                                 |
| Manager  | Payment in lieu of taxes (\$0.00824 x 120kWhrs) |  |                         |                         |                            |                                 |
|  |   |  |                         |                         |                            | Number of Units                 |
|  |   |  |                         |                         |                            | Cost Per Unit                   |
|  |   |  |                         |                         |                            | Total Amount                    |
|  | Total Manager                                   |  |                         |                         |                            |                                 |
|  |   |  |                         |                         |                            | \$988,800.00                    |
|  |   |  |                         |                         |                            | \$988,800.00                    |
| 500.99.01-901  | Interfund Transfers - Other Operating Transfers | \$0.00                                     | \$0.00                  | \$0.00                  |                            | \$0.00                          |
| <b>Total: Transfers</b>                                    |   | <b>\$1,030,001.00</b>                      | <b>\$1,030,001.00</b>   | <b>\$988,800.00</b>     | <b>-4.0%</b>               | <b>(\$41,201.00)</b>            |
| <b>Division Total: Department Wide</b>                     |   | <b>\$1,030,001.00</b>                      | <b>\$1,030,001.00</b>   | <b>\$988,800.00</b>     | <b>-4.0%</b>               | <b>(\$41,201.00)</b>            |
| <b>Department Total: Transfers</b>                         |   | <b>\$1,030,001.00</b>                      | <b>\$1,030,001.00</b>   | <b>\$988,800.00</b>     | <b>-4.0%</b>               | <b>(\$41,201.00)</b>            |
| <b>Electric Fund Revenue Totals:</b>                       |   | <b>\$15,574,232.00</b>                     | <b>\$15,583,927.00</b>  | <b>\$15,448,633.00</b>  | <b>-0.8%</b>               | <b>(\$125,599.00)</b>           |
| <b>Electric Fund Expense Totals:</b>                       |   | <b>\$18,698,303.00</b>                     | <b>\$18,294,174.00</b>  | <b>\$18,712,258.00</b>  | <b>0.1%</b>                | <b>\$13,955.00</b>              |
| <b>Fund Total: Electric Fund</b>                           |   | <b>(\$3,124,071.00)</b>                    | <b>(\$2,710,247.00)</b> | <b>(\$3,263,625.00)</b> | <b>4.5%</b>                | <b>(\$139,554.00)</b>           |

## Appendix E

### Electric Fund Capital Plan

**Village of Winnetka  
Electric and Water Fund Capital Financing  
(In Thousands of Dollars)**

FY2016 Final

| <b>Electric Fund</b>                   | <b>2015<br/>Estimated</b> | <b>2016</b>    | <b>2017</b>    | <b>2018</b>    | <b>2019</b>  | <b>2020</b>    | <b>Total<br/>(Est. - 20)</b> |
|--|---------------------------|----------------|----------------|----------------|--------------|----------------|------------------------------|
| <b>1/1 Unrestricted Net Assets @</b>   | 5,768                     | 4,658          | 2,996          | 1,481          | (38)         | 1,689          | n/a                          |
| <b>Sources (Uses) of Cash</b>          |                           |                |                |                |              |                |                              |
| * Cash Contribution from Operations    | 1,153                     | 895            | 895            | 895            | 895          | 895            | 5,628                        |
| ### Loan from General Fund             |                           |                |                |                | 3,000        |                | 3,000                        |
| Loan Repayment                         |                           |                |                | -              | -            | (300)          | (300)                        |
| Cash Generated                         | 1,153                     | 895            | 895            | 895            | 3,895        | 595            | 8,328                        |
| Less: Capital Projects                 | (2,263)                   | (2,557)        | (2,410)        | (2,415)        | (2,168)      | (2,707)        | (14,519)                     |
| <b>Net Annual Source (Use) of Cash</b> | <b>(1,110)</b>            | <b>(1,662)</b> | <b>(1,515)</b> | <b>(1,520)</b> | <b>1,727</b> | <b>(2,112)</b> | <b>(6,191)</b>               |
| <b>Water Fund</b>                      |                           |                |                |                |              |                |                              |
| <b>1/1 Unrestricted Net Assets @</b>   | 1,513                     | 1,145          | 916            | 730            | 614          | 332            | n/a                          |
| <b>Sources (Uses) of Cash</b>          |                           |                |                |                |              |                |                              |
| * Cash Contribution from Operations    | 498                       | 634            | 634            | 634            | 634          | 634            | 3,668                        |
| ## Revenue Increases                   |                           |                |                |                |              |                | -                            |
| Cash Generated                         | 498                       | 634            | 634            | 634            | 634          | 634            | 3,668                        |
| Less: Capital Projects                 | (866)                     | (863)          | (820)          | (750)          | (916)        | (1,005)        | (5,219)                      |
| <b>Net Annual Source (Use) of Cash</b> | <b>(368)</b>              | <b>(229)</b>   | <b>(186)</b>   | <b>(116)</b>   | <b>(282)</b> | <b>(371)</b>   | <b>(1,551)</b>               |

@ Cash and investment balance from page 11 of 12/31/2014 CAFR used.

\* Based on net income history, excludes interest income.

# Principal and interest based on 3% simple interest on outstanding balance.

## Water assumes a 2% increase 1/1/2016 for incorporated, 2% unincorporated.

### Loan from General Fund to be repaid over a ten (10) year period at 0% interest.

**Capital Plan (in thousands of dollars)**

FY2016 Final

*Italics if Project Over \$250,000*

| <b>Electric Fund</b>    |   | #        | <b>Budget</b> | <b>Estm.</b> | ***-----Projected-----*** |             |             |             |             | (Est. - 20) |             |             |    |       |    |       |    |        |     |       |
|-------------------------|---|----------|---------------|--------------|---------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|----|-------|----|-------|----|--------|-----|-------|
|                         |   |          |               |              | <b>2015</b>               | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>2018</b> |             | <b>2019</b> | <b>2020</b> |    |       |    |       |    |        |     |       |
|                         |   | <b>E</b> |               |              |                           |             |             |             |             |             |             |             |    |       |    |       |    |        |     |       |
| <b>Transportation</b>   |   |          |               |              |                           |             |             |             |             |             |             |             |    |       |    |       |    |        |     |       |
| Yards                   | 50% of #61 Dump Truck (1996)                | 1        |               |              | \$                        | 45          |             |             | \$          | 45          |             |             |    |       |    |       |    |        |     |       |
| Yards                   | Line Truck (TBD)                            | 2        |               |              |                           |             |             | \$          | 220         | \$ 220      |             |             |    |       |    |       |    |        |     |       |
| Yards                   | 50% of #62 Dump Truck (1997)                | 3        |               |              |                           |             | \$          | 45          |             | \$ 45       |             |             |    |       |    |       |    |        |     |       |
| Plant                   | 50% of #84 Pick up / Snow Plow (2003)       | 4        |               |              | \$                        | 25          |             |             |             | \$ 25       |             |             |    |       |    |       |    |        |     |       |
| Yards                   | Replace Line Truck #55 (2000)               | 5        |               |              | \$                        | 220         |             |             |             | \$ 220      |             |             |    |       |    |       |    |        |     |       |
| Yards                   | 67% of Line Truck #57 (1986)                | 6        | \$            | 157          | \$                        | 155         |             |             |             | \$ 155      |             |             |    |       |    |       |    |        |     |       |
| <b>Sub-Total</b>        |   |          | \$            | 157          | \$                        | 155         | \$          | -           | \$          | 290         | \$          | -           | \$ | 45    | \$ | 220   | \$ | 710    |     |       |
| <b>Electric Plant</b>   |   |          |               |              |                           |             |             |             |             |             |             |             |    |       |    |       |    |        |     |       |
| Plant                   | Fire Protection Generator/Turbine & Diesels | 7        |               | \$           | 50                        | \$          | 814         |             |             |             |             |             |    |       |    |       |    | \$     | 864 |       |
| <b>Sub-Total</b>        |   |          | \$            | -            | \$                        | 50          | \$          | 814         | \$          | -           | \$          | -           | \$ | -     | \$ | -     | \$ | -      | \$  | 864   |
| <b>Substations</b>      |   |          |               |              |                           |             |             |             |             |             |             |             |    |       |    |       |    |        |     |       |
| Northfield Sub.         | New Transformer                             | 8        |               |              |                           |             |             |             |             | \$          | -           |             |    |       |    |       |    |        |     |       |
| Northfield Sub.         | ComEd Interconnection                       | 9        |               |              |                           |             |             |             |             |             |             |             |    |       |    |       |    |        |     |       |
| Northfield Sub.         | New Switchgear                              | 10       |               |              |                           |             |             |             |             | \$          | 456         |             |    |       |    |       |    | \$     | 456 |       |
| Plant Load Center       | Fire Protection Transformer Yard            | 11       | \$            | 540          | \$                        | -           |             |             | \$          | 494         | \$          | 146         |    |       |    |       |    | \$     | 640 |       |
| Plant Load Center       | Fire Protection - Building                  | 12       |               |              |                           |             | \$          | 250         |             |             |             |             |    |       |    |       |    | \$     | 250 |       |
| <b>Sub-Total</b>        |   |          | \$            | 540          | \$                        | -           | \$          | -           | \$          | 250         | \$          | 494         | \$ | 146   | \$ | 456   | \$ | 456    | \$  | 1,346 |
| <b>Distribution</b>     |   |          |               |              |                           |             |             |             |             |             |             |             |    |       |    |       |    |        |     |       |
| New Business            | Cable Pulling & Directional Boring          | 13       | \$            | 420          | \$                        | 560         | \$          | 441         | \$          | 454         | \$          | 468         | \$ | 482   | \$ | 496   | \$ | 2,901  |     |       |
| System & New Bus.       | Conductors & Cable Pulling                  | 14       | \$            | 450          | \$                        | 523         | \$          | 404         | \$          | 493         | \$          | 508         | \$ | 523   | \$ | 539   | \$ | 2,990  |     |       |
| System & New Bus.       | Cable Devices                               | 15       | \$            | 59           | \$                        | 125         | \$          | 59          | \$          | 63          | \$          | 64          | \$ | 66    | \$ | 68    | \$ | 445    |     |       |
| System                  | System Upgrades - Conduit                   | 16       | \$            | 120          | \$                        | 102         | \$          | 120         | \$          | 124         | \$          | 124         | \$ | 128   | \$ | 128   | \$ | 726    |     |       |
| System & New Bus.       | Transformers & Devices                      | 17       | \$            | 120          | \$                        | 162         | \$          | 125         | \$          | 127         | \$          | 131         | \$ | 135   | \$ | 139   | \$ | 819    |     |       |
| System & New Bus.       | Allocated Employee Salaries                 | 18       | \$            | 586          | \$                        | 586         | \$          | 594         | \$          | 609         | \$          | 626         | \$ | 643   | \$ | 661   | \$ | 3,718  |     |       |
| <b>Sub-Total</b>        |   |          | \$            | 1,755        | \$                        | 2,058       | \$          | 1,743       | \$          | 1,870       | \$          | 1,921       | \$ | 1,977 | \$ | 2,031 | \$ | 11,599 |     |       |
| <b>Electric Capital</b> |   |          | \$            | 2,452        | \$                        | 2,263       | \$          | 2,557       | \$          | 2,410       | \$          | 2,415       | \$ | 2,168 | \$ | 2,707 | \$ | 14,519 |     |       |

|     |   |
|-----|---|
| M-5 | Willow Road Construction – Village’s share of Federally funded reconstruction and jurisdictional transfer of Willow Road west of Provident. IDOT Project. Shared with General Fund. |
|-----|---|

**Electric**

|      |  |
|------|--|
| E-1  | Pay 1/2 of replacement #61 dump truck (1996) w/Water Fund  |
| E-2  | Replacement of a line truck, TBD.  |
| E-3  | Pay 1/2 of replacement #62, dump truck (1997) w/Water Fund   |
| E-4  | Pay 1/2 of replacement #84, pick up / snow plow truck (2003) w/Water Fund  |
| E-5  | Replacement #55 line truck (2000)  |
| E-6  | Pay 2/3 of replacement #57 line truck (1986)   |
| E-7  | Fire protection for diesel generators and turbine generators located at the Electric Plant.  |
| E-8  | Additional 138 kV to 12.5 kV 18/30 MVA Transformer at Northfield Substation.   |
| E-9  | ComEd interconnection costs for additional 138kV transformer at Northfield Substation.   |
| E-10 | Additional substation switchgear to distribute power from Northfield Substation  |
| E-11 | Fire protection measures at the Plant Load Center substation transformer yard.   |
| E-12 | Fire protection measure at the Plant Load Center substation building.  |
| E-13 | Contracted services for cable pulling and directional boring associated with new and/or revised service connections.                                       |
| E-14 | Purchase and install underground conductors.   |
| E-15 | Purchase and install cable splicing materials, devices, and switchgear.  |
| E-16 | Installation of conduit for electric system not associated with new and/or revised service connections. Majority of work performed by contracted services. |
| E-17 | Purchase of transformers and line devices.   |
| E-18 | Allocation of employee salaries toward capital work.   |

**Water Fund**

|      |   |
|------|---|
| W-1  | Pay 1/2 of replacement #61 dump truck (1996), w/Electric Fund   |
| W-2  | Pay 1/2 of mini-excavator, w/Public Works   |
| W-3  | Pay 2/3 of replacement #57 line truck (1986)  |
| W-4  | Pay 1/2 of replacement #62 dump truck (1997)  |
| W-5  | Pay 1/2 of replacement #84, pick up / snow plow truck (2003) w/Electric Fund  |
| W-6  | Place stone on exposed intake pipe.   |
| W-7  | Purchase low lift pump #4 for contingency purposes.   |
| W-8  | Replace four gate valves in screen house wells.   |
| W-9  | Perform analysis and replace pipe manifold to eliminate hydraulic problem.  |
| W-10 | Concrete repairs to Clearwell #1  |
| W-11 | Concrete repairs to Clearwell #2  |
| W-12 | Replace filter media in filters 5-8   |
| W-13 | Replace existing flocculators with hydrofoil mixing blade flocculators.   |
| W-14 | Install sectionalizing valves at multiple locations for operating flexibility.  |
| W-15 | In conjunction with storm water improvements, replace 1,200 ft. of 6” water main on Forest Glen (South, West, and North) with 8” water main to improve service reliability. |
| W-16 | Allocation of employee salaries toward capital work.  |

**EXHIBIT B**

**Utility Financial Solutions, LLC proposal dated January 29, 2016**



**THE VILLAGE OF WINNETKA, ILLINOIS**  
PROPOSAL FOR  
**ELECTRIC UTILITY COST OF SERVICE RATE STUDY**

**RFP #016-002**  
**January 29<sup>th</sup>, 2016**  
**10:00AM CST**



**Main Company location:**  
**Utility Financial Solutions, LLC**  
**185 Sun Meadow Court**  
**Holland, MI USA 49424**  
**(616) 393-9722**

Proposal Submitted Respectfully by:  
Dawn Lund, Vice-President  
Utility Financial Solutions, LLC



January 29, 2016

Nicholas A. Mostardo, Financial Services Coordinator  
510 Green Bay Road  
Winnetka, IL 60093

Dear Mr. Mostardo:

Utility Financial Solutions, LLC (UFS) is pleased to submit a proposal to provide an Electric Utility Cost of Service Rate Study for the Village of Winnetka, Illinois (The Village). Over the past 14 years, UFS has set the standard in independent financial analysis, cost of service and rate designs for electric utilities around the country, including Illinois. UFS is an international consulting firm with a staff experienced in all aspects of electric cost of service, financial planning and development of electric rates. Our process includes presentations and education to the utility's governing body to help them make informed decision that meet the objectives of their community.

UFS has an extensive quality control procedures including a three level review of the study prior to presentation to the utility. This provides the utility with the assurance the study is accurate and defensible to the governing body and to rate payers. Our reputation has allowed us to be the recommended rate consulting firm for numerous joint action agencies around the country and the American Public Power Association (APPA). We are also the preferred vendor for cost of service and financial analysis through APPA's Hometown Connections. Included in our proposal are sample listings of presentations and courses taught by UFS staff.

Our experienced staff allows us to complete electric cost of service studies in a timely fashion and at a reasonable cost and we have the staff available to complete the study in the time requested by the Village of Winnetka.

We appreciate the opportunity to submit this proposal and look forward to discussing it with you. If you have questions or need additional information, please call me at 231-218-9664.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn Lund", is written over a white background.

Dawn Lund, Vice-President  
Utility Financial Solutions, LLC  
PO Box 582  
Leland, MI 49654

[dlund@ufsweb.com](mailto:dlund@ufsweb.com)  
(231) 218-9664 Cellular  
(888) 566-4430 Fax

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# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY

## Understanding of Project Requirements



### The Village of Winnetka Project Requirements

The Village of Winnetka acquired their first electric generating equipment in 1900, providing electric service for street lighting, residential users, and commercial users. Today, the Village provides electric service to approximately 5,038 customers with their own power generation. The following services are requested as part of the Request for Proposal and will be provided as part of the study by Utility Financial Solutions:

#### Summary of Services

1. Five Year Financial Projection that includes the following:
  - a. Determination of Revenue Requirements for each year
  - b. Development and identification of financial targets related to the following:
    - i. Debt Coverage Ratio
    - ii. Minimum Cash Reserves
    - iii. Operating Income
  - c. Identification of long-term rate track to maintain financial stability of utility and minimize the potential rate impacts on customers
2. Development of Cost of Service Study that identifies the following:
  - a. Comparison of cost to provide service to each class with projected revenues
  - b. Identification of potential new rate classes based on load characteristics
  - c. Monthly customer charges for each class of customers
  - d. Transmission delivery charges
  - e. Distribution delivery charges
  - f. Power supply charges
  - g. Seasonality of costs
  - h. Identification of fixed and variable costs including the following broken out by season:
    - i. Total demand related costs
    - ii. Total energy related costs
    - iii. Monthly customer related costs
  - i. Identification of costs based on voltage level of customers
    - i. Transmission level customer
    - ii. Primary metered customer
    - iii. Secondary metered customer
  - j. Review of Wind Power Generation Rates and levels
3. Rate Design (One year included, additional years if requested)
  - a. Development of rates to move classes closer to cost of service
  - b. Development of rates to move components of rates closer to cost of service
  - c. Identification of Impacts of rate changes by classes considering the following:
    - i. Percentage impacts at various usage levels
    - ii. Dollar impacts at various usage levels
    - iii. Percentage impacts for demand rate classes based on load factors
  - d. Identification of overall rate impacts on customers
4. Rate survey with ComEd and 3 Alternate Retail Electric Suppliers.



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Proposed Work Plan and Project Approach

### Detailed Project Scope

Our approach to this project was developed to meet the objectives of the Village of Winnetka and is based on the scope of services and UFS prior experience in completing electric cost of service studies around the nation including Illinois. Listed below are more detailed descriptions of the services provided, our process and sample outputs from our studies. Our proposed work plan is designed to meet the requirements and methodologies established in the industry.

#### *Project Kickoff and Data Collection/Review*

- i. Meeting with the Village staff to discuss the overall process and obtain information related to the existing electrical infrastructure, capital works, finances, and operations.*

To meet the objectives we propose the following approach to the project. The proposed work plan will be finalized during initial meeting with management.

Meeting with utility management is critical to ensuring the final reports will meet the objectives of the Village of Winnetka and the information request prepared by Utility Financial Solutions is understood. The specific objectives of the meeting will be to:

- Identify and clarify the scope of services and specific expectations of management
- Review billing system capabilities for providing the information necessary for the cost of service analysis. ***We will complete one revenue proof to reconcile revenues received compared with calculated revenues from billing system.***
- Review chart of accounts and determine strengths and weaknesses and its consistency with utility accounting practices
- Availability of load research data and develop a plan to obtain information needed by cost of service study
- Discuss with management the strengths and weaknesses of determining utility revenue requirements using a utility basis vs. cash basis
- Discuss power supply and recent or anticipated changes in rates or operations
- Review of transmission charges
- Additions or losses of major customers



## ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



### Proposed Work Plan and Project Approach

#### Collect and Verify Data (ii & iii)

#### **ii. Collection of data regarding the Village's infrastructure asset attributes and budget**

- **Electric funds budgets, historic actuals and proposed**
- **Historic electric rates structures (cost per kWh & demand)**
- **Historic kWh purchases**
- **Historic kWh sales by rate class**
- **Capital budget**
- **IMEA bills**
- **Historical Comprehensive Annual Financial Reports (CAFR)**

#### **iii. Identification of additional data required by the Consultant to complete the scope of work.**

#### **Preparation of Data Request**

UFS will prepare an information request that will include the necessary information to complete the study. Listed below are specific reports that will be requested:

- Customer billing and usage statistics by month for latest fiscal year
- Monthly production statistics or power supply purchases
- Power supply rates for upcoming years
- System hourly load information
- Trial balances for latest two years
- Audited financial statements for the latest three years
- Debt service schedules
- Current work-in-process
- Future capital improvement plan
- Power Supply costs
- System load data (if available for example through a SCADA system)
- Yearly financial, operating and maintenance reports including fixed asset listing
- Outstanding bond issues and specific bond covenants
- Rate schedules and any special contracts

#### **iv. Coordinate project timeline, milestone dates, process and deliverables.**

UFS will discuss with Village staff the project timeline, milestone dates, desired process, and deliverables at the initial project meeting. **The typical project completion is 12 weeks** after receipt of all requested information, with reviews and updates to Village staff along key stages of completion in the project.

#### **v. Other relevant information that the Village and/or Consultant deems necessary.**

UFS will work closely with Village staff and notify the utility of any additional information that may be needed as the study progresses



## ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



### Proposed Work Plan and Project Approach

#### Rate Study

***A five (5) year forecast of net electric revenues to determine the adequacy of revenues provided by existing rates.***

- i. This forecast should include projections of annual revenues under existing electric rates, fees, and the annual revenue requirement; including all operating expenses, capital requirements, asset depreciation, and margins, by year for a forward five (5) year period.***

#### **Development of Sales Projection**

Through review of historical sales and discussion with utility staff we will develop a projection of the following:

1. Billing consumption
2. Billing demands
3. Number of customers
4. Miscellaneous revenues
5. Power cost adjustment

#### **Development of Utility Revenue Requirements**

Revenue requirements are developed through review of historical expenses and discussions with the utility on changes in costs and the utilities budget. Completion of this tasks is summarized below:

- **Operating Expense Projection**  
Operating expenses often include expenses related to operation, maintenance and administration of the utility and the distribution system. Operating expense projections are often based on historical expenses adjusted for changes in costs and includes adjustments for changes that management anticipates will occur in the future.
- **Power Supply Projection**  
Power supply costs typically represent between 60% and 80% of an electric utilities total revenue requirement. The magnitude of this expenditure requires this projection to be based on reasonable assumptions that are documented and reviewed with management. To project power supply expenses we often review the latest twelve months of detail power supply invoices and develop a power supply projection model where we can include growth of the system and changes in power supply costs. We will work with utility staff to estimate power supply costs based on the projected monthly loads.
- **Transmission Cost Projection**  
Transmission costs are often included as part of the power supply bill or may be in a separate invoice. As part of the power supply projection we will include changes in demand rates for transmission and review the transmission cost projection with utility staff.



## ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



### Proposed Work Plan and Project Approach

- **Debt Service**

The amortization schedules for outstanding debt service will be incorporated into the financial projection. The corresponding principal and interest expense are appropriately classified into the income statement and cash flow sections of the long term financial projection. Any potential future bonding requirements will be identified and incorporated into the projection with the debt coverage ratios compared with the bond ordinance requirements adjusted for certain safety factors to adjust for changes in weather and the subsequent sales of electricity.

- **Capital Improvement Plan**

A critical part of the financial projection is the capital improvement plan received from the utility. Often the capital improvement plan UFS receives is reviewed with utility staff for reasonableness and capabilities of the utility to complete the projects as stated. The financial projection models can easily incorporate sensitivity analysis for changes in capital but it is preferred that the report includes a reasonable approximation of the annual expense. The financial model will incorporate the capital plan and identify the sources of funding either from existing cash reserves, the annual rate funded capital or through the issuance of bonds.

- ii. *The financial plan should identify the overall change in revenue required to provide for adequate funding for capital expenditures and to meet all recurring annual operating (O&M), asset depreciation, and to maintain sufficient cash balances and capital reserves.*

UFS financial models and the subsequent cost of service studies are unique in their ability to easily change from cash basis revenue requirements to accrual basis (Utility Basis) revenue requirements. The financial models include both cash basis targets such as cash reserves and debt coverage; and accrual basis targets such as rate of return. Listed below are discussion of the development of the three main financial targets for utilities. UFS studies also include a review of secondary financial matrices such as debt/equity ratios, age of system, days cash on hand and working capital requirements as part of the overall assessment of the financial health of the utility.

- **Rate of Return**

Rate of return is often associated with investor-owned utilities. Public power systems need to have a rate of return to breakeven and ensure customers are appropriately paying for their use of the infrastructure. The breakeven rate of return recovers two types of costs:

1. Interest expense on outstanding debt
2. Inflationary increases in an assets eventual replacement

An appropriately developed rate of return identifies the annual funding requirements for capital replacement of existing facilities and prevents current customers from being overcharged or undercharged at any point in time. This helps prevent large rate increases often resulting when only the cash basis targets are reviewed. The rate of return typically results in a more financially stable utility requiring only modest rate adjustments once the rate of return target is achieved. Development of the rate of return target will include a review of interest expense on debt and the age of existing infrastructure to identify the breakeven rate of return requirements.



## ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



### Proposed Work Plan and Project Approach

- **Minimum Cash Reserves**

A critical question for utilities is the amount of cash required to be held in reserve to help ensure funds exist to pay bills in a timely manner, to fund catastrophic events, future capital improvements and rapid changes in power supply or transmission costs. Each utility has various needs for cash and is dependent on the risks associated with the operations of a utility. As part of our studies we assist utilities with identifying the minimum level of cash a utility should maintain in reserves and include a review of the following:

1. Historical investment in assets and age of infrastructure
2. Exposure to catastrophic event
3. Working capital requirements
4. Debt service payments
5. Risks related to changes in power supply or transmission costs
6. Stability of rate structures and its ability to recover fixed costs
7. External reserve requirements related to items such as OPEB or Pension cost liabilities
8. Power cost adjustment mechanism (PCA)

Review of the minimum cash reserves will be included as part of the study and will be discussed in the executive summary report and presentation to utility staff and Council.

- **Debt Coverage Ratio**

Electric utilities are often required to issue revenue bonds that include requirements related to debt coverage. It is critical electric utilities meet or exceed these bonding requirements to help ensure the utility maintains appropriate bond ratings to keep future interest rates low. As part of our studies we review the existing bond ordinances and identify the debt coverage requirements. These are included in the study with an appropriate safety factor to help ensure coverage requirements are met during periods of low sales due to weather or dramatic changes in expenses such as power supply costs.

- iii. ***Prior to finalization of the five (5) year financial plan, the preliminary forecast results are to be provided to the Finance Department of the Village of Winnetka for assessment of estimated impacts on the cash flow of the utility. Based on this internal analysis, appropriate revisions to the forecast assumptions will be discussed and incorporated by the Rate Study Consultant into the final five (5) year financial plan.***

#### **Dashboard and Summary Financial Projections**

The financial projection and financial targets will be reviewed the utility staff and management. The base year of the projection is cross-checked from utility sources, and the projected assumptions are reviewed with utility staff and tested from historical data. UFS independently projects a test year for the five-year forecast and then compares to the budget of the utility and any discrepancies are discussed and analyzed with utility staff. This permits a greater confidence with the utility staff that the test year in the projection prepared by UFS is solid. To help facilitate the review, a dashboard summary and a rate track is developed and discussed to meet the financial targets. A sample output from one of our studies is included on the next page:



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Proposed Work Plan and Project Approach

| Fiscal Year                               | Projected Rate Adjustments | Projected Revenues | Projected Expenses | Adjusted Operating Income | Projected Cash Balances | Capital Improvements | Bond Issues  | Debt Coverage Ratio |
|---|----------------------------|--------------------|--------------------|---------------------------|-------------------------|----------------------|--------------|---------------------|
| FY2015                                    | 3.5%                       | \$ 149,519,397     | \$ 143,807,934     | \$ 5,711,462              | \$ 46,265,038           | \$26,035,000         | \$12,000,000 | 1.94                |
| FY2016                                    | 1.5%                       | 155,912,851        | 148,093,497        | 7,819,354                 | 43,833,529              | 11,075,000           | -            | 1.90                |
| FY2017                                    | 1.5%                       | 159,907,970        | 150,213,655        | 9,694,315                 | 47,204,731              | 7,335,000            | -            | 2.08                |
| FY2018                                    | 0.0%                       | 164,729,829        | 154,827,000        | 9,902,830                 | 50,647,797              | 7,067,000            | -            | 2.07                |
| FY2019                                    | 0.0%                       | 167,004,050        | 157,457,241        | 9,546,809                 | 53,772,143              | 7,067,000            | -            | 2.03                |
| <b>Recommended Target in FY15</b>         |                            |                    |                    | <b>\$ 9,209,655</b>       |                         |                      |              | <b>1.40</b>         |
| <b>Recommended Target in FY19</b>         |                            |                    |                    | <b>\$ 9,648,534</b>       |                         |                      |              | <b>1.40</b>         |
| <b>Recommended MINIMUM Target in FY15</b> |                            |                    |                    |                           | <b>\$ 46,004,821</b>    |                      |              |                     |
| <b>Recommended MINIMUM Target in FY19</b> |                            |                    |                    |                           | <b>\$ 49,087,209</b>    |                      |              |                     |

For this utility a rate track was developed to exceed debt coverage ratio targets, move toward target operating income (Rate of Return) and meet the minimum cash reserve needs of the utility. Development of the rate track attempts to minimize the impact of rate adjustments on customers while keeping the utility financially stable. The study also identified the need for a \$12 million dollar bond issuance in 2015 to fund capital improvements.

The projection and rate track is reviewed with utility staff and management prior to inclusion on the executive summary report of UFS.

### Utility Cost-of-Service Analysis

- i. *A cost-of-service analysis is to be developed to identify the relative responsibility of each rate classification for the recovery of the costs of service.*

The development of the cost of service study incorporates the revenue requirement identified as part of the financial projection. This section describes the additional procedures used in development of the cost of service study and sample outputs from previous studies.

### **Development of customer class demands and allocation factors used to allocate revenue requirements**

#### **Load Profile Information**

Load profile information identifies how customers use electricity at various times of the day and is critical to ensure the cost of service study is accurate and defensible. UFS works with utility staff in identification of the appropriate sources of load research information. We will analyze information from the following sources:

- Electronic meters installed on time of use and other customers
- Load research information available from other sources
- Analysis of substation feeders
- Utilize our data base of existing load research obtained from other utilities



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Proposed Work Plan and Project Approach

The load research information identifies the monthly load factors for each class, how much is being used by the class at the peak time of the day when power supply demand or transmission demand charges are determined. The load research information is compared with the hourly system hourly load data to determine the class contributions. The information is then used to determine the class share of transmission and power supply costs.

### System Losses

Losses can vary substantially depending on system loading and temperature. We will identify the system loss at the various voltage levels of service to customers. To determine the overall system losses we typically use a three year average of losses to reduce the impact of changing weather patterns between the last and first month of each year. The losses are then allocated between voltage level such as transmission, substations, primary service and secondary voltage levels.

- ii. ***The cost-of-service analysis should include development of appropriate allocation factors based on statistical units of service and allocation methodologies generally accepted by the American Public Power Association (APPA), FERC, and/or other appropriate independent agencies.***

### Development of Allocators

UFS teaches the basic, intermediate, and advanced cost of services class offered by American Public Power Association and develops and uses methodologies widely accepted by industry experts of rate making. The load profile information for each class is used to determine the allocation factors to allocate expenses based on cost-causation. Examples of cost causation include the identification of the date and time power supply demand charges are determined and each class usage at the time of the peak demands. There are over 40 allocation factors often developed as part of a UFS cost of service study. Allocation factors are developed for each season and developed for specific expenses. A summary of the costs where specific allocation factors need to be developed are listed below.

- Power supply demand cost by time of day and season
- Power supply energy cost by time of day and season
- Distribution related costs for sub-transmission or transmission service
- Distribution related costs for primary metered customers
- Distribution related costs for secondary metered customers
- Customer related costs for each class of customers

- a. ***The cost-of-service analysis should include comparison of surrounding electric utility rates, to at least include ComEd, and relevant local Alternate Retail Electric Suppliers (ARES).***

UFS will conduct a rate survey with surrounding electric utilities such as ComEd and three other Alternate Retail Electric Suppliers.



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY

## Proposed Work Plan and Project Approach



### Utility Rate Change Analysis and Design

i. *The Consultant will be expected to design the appropriate utility rate schedules that provide revenue recovery sufficient to cover the total system revenue requirement, taking into consideration the revenue responsibility indicated by the cost-of-service analysis, the wholesale electricity purchase contract, and the Village's rate design policies and objectives. The rate design should include any proposed revisions to existing rate structures and classifications. The scope of the project will reach all electric consumers in Winnetka's service area.*

*a. Note that revised electric rates should be developed for five fiscal years (Calendar Years 2017 through 2021).*

### Prepare Cost of Service Analysis

Customer classes are typically established based on differences in load and usage patterns. How customers use electricity dictates the cost of providing many of the utility services.

The cost of service portion of the model will determine the following:

- Rate adjustment necessary to meet rate of return requirements of the utility
- Cost to serve each class compared with projected revenues
- Rate adjustment necessary for class to meet cost of service requirements
- Monthly customer charge by class
- Energy charge for each customer class
- Demand charge for demand metered customers

A summary of the cost of service analysis is developed similar to the table below:

| Customer Class                   | Cost of Service       | Projected Revenues    | % Change    |
|----------------------------------|-----------------------|-----------------------|-------------|
| Residential                      | \$ 47,326,833         | \$ 43,615,239         | 9%          |
| Residential Dual Fuel            | 21,403                | 10,081                | 112%        |
| Residential High Efficiency HVAC | 176,818               | 128,097               | 38%         |
| Small General Service            | 17,795,064            | 16,519,937            | 8%          |
| SGS - High Efficiency HVAC       | 59,308                | 50,427                | 18%         |
| City Street Lighting             | 1,639,666             | 1,194,127             | 37%         |
| Traffic Signals                  | 127,158               | 105,392               | 21%         |
| Security Lighting                | 198,138               | 209,386               | -5%         |
| Civil Defense Sirens             | 8,357                 | 8,834                 | -5%         |
| Medium General Service           | 30,370,455            | 30,157,753            | 1%          |
| MGS - High Efficiency HVAC       | 194,666               | 171,438               | 14%         |
| MGS - Time-of-Use                | 1,879,529             | 1,904,024             | -1%         |
| Large General Service            | 10,445,537            | 10,669,838            | -2%         |
| Large Industrial Service         | 22,575,880            | 20,755,543            | 9%          |
| Interruptible Service            | 5,467,792             | 4,683,595             | 17%         |
| Cogen and Small Power Prod       | 12,203                | 10,183                | 20%         |
| Interdepartmental                | 929,722               | 946,527               | -2%         |
| <b>Total</b>                     | <b>\$ 139,228,527</b> | <b>\$ 131,140,420</b> | <b>6.2%</b> |



## ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



### Proposed Work Plan and Project Approach

The cost of service column from the table on the previous page identifies the cost to provide service to each class of customers and is compared with the projected revenues from each class. The percent change is the rate adjustment necessary for each class to achieve cost of service. We typically do not recommend rates move fully to cost of service, but as part of the discussions with staff and Council we develop a plan to move classes toward cost of service to minimize rate impacts on any specific customer class.

#### **Development of new rate classes**

As part of the initial discussions with management and review of the existing rate tariffs, we will discuss with utility staff if new rate classes should be considered or if existing rate classes should be combined. Rate classes are created based on similarity in usage patterns, but often utilities will develop new rate classes to create incentives for customers to shift usage to periods of time where power supply costs are lower such as on and off peak time periods for time of use rates. Examples of new rate class developments are listed below.

- **Standby charges** – Cost isolated by investment in facilities to serve customers on a standby basis.
- **Interruptible Loads** – Rates to promote interruptible loads that reflect the savings to the utility. Our study will isolate costs by power supply demand, energy and transmission to identify the potential cost savings of an interruptible customer.
- **Seasonal Rates** – The cost of service study allocates costs to each rate class based on seasonal time period. The time periods will be identified through review of system loads and power supply and transmission costs.
- **Time of Use** – For time of use rates to be effective in sending the proper price signal, the cost of service analysis is supplemented with marginal costs to identify and recommend appropriate charges on a time of use basis.
- **Economic Development Rates**  
Rates can be developed to promote economic development by attracting new customers or expansion of existing customers. It is important economic development rates be developed using a marginal cost approach to ensure existing customers are not unduly subsidizing any reduce rates or fees charged under an economic development program.
- **Other Potential Rates are listed below:**
  1. Public education rates
  2. Green Rates
  3. Net Metering Rates
  4. Aggregation Rates

Most new rate designs do not result in additional charges for the services provided by UFS, unless it requires substantial additional analysis (Example is time of use rates). As part of the initial kick off meeting, we should discuss if any potential new rate classes are being considered.



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Proposed Work Plan and Project Approach

### Breakdown of cost of service rate structure by type of expense for each class of customers

UFS cost of service studies identify cost in a summary and a detail cost breakdown for each class of customers. For example the summary of costs identifies the class cost breakdown by customer charge, power supply demand, transmission demand, distribution demand and energy costs. An example is listed below:

| Customer Class             | Monthly Customer Charge | Distribution Rate | Transmission Rate | Power Supply |             |              |             |
|----------------------------|-------------------------|-------------------|-------------------|--------------|-------------|--------------|-------------|
|                            |                         |                   |                   | Summer Rates |             | Winter Rates |             |
|                            |                         |                   |                   | Demand Rate  | Energy Rate | Demand Rate  | Energy Rate |
| Residential                | \$ 21.25                | \$ 0.02085        | 0.0057            | \$ 0.0334    | \$ 0.0441   | \$ 0.0303    | \$ 0.04647  |
| Small General Service      | 43.25                   | 0.0224            | 0.0057            | 0.0370       | 0.0441      | 0.0300       | 0.0465      |
| City Street Lighting       | -                       | 0.2066            | 0.0040            | 0.0197       | 0.0440      | 0.0191       | 0.0465      |
| Traffic Signals            | 41.02                   | 0.0164            | 0.0067            | 0.0293       | 0.0440      | 0.0280       | 0.0465      |
| Security Lighting          | 7.86                    | 0.0198            | 0.0125            | 0.0197       | 0.0440      | 0.0191       | 0.0465      |
| Medium General Service     | 134.50                  | 2.39              | 1.13              | 12.04        | 0.0440      | 10.17        | 0.0465      |
| MGS - High Efficiency HVAC | 129.04                  | 2.63              | 1.26              | 10.49        | 0.0425      | 10.93        | 0.0451      |
| MGS - Time-of-Use          | 135.22                  | 3.04              | 1.44              | 9.85         | 0.0428      | 8.40         | 0.0451      |
| Large General Service      | 306.92                  | 2.79              | 1.30              | 13.06        | 0.0428      | 10.46        | 0.0451      |
| Large Industrial Service   | 1,810.78                | 2.95              | 1.37              | 14.50        | 0.0428      | 13.76        | 0.0451      |
| Interruptible Service      | 176.12                  | 2.59              | 1.38              | 10.05        | 0.0428      | 9.17         | 0.0451      |
| Interdepartmental          | 83.83                   | 2.39              | 1.19              | 12.50        | 0.0428      | 7.96         | 0.0451      |

In addition, further breakdowns are available in the studies depending on the needs of each utility. A sample detailed breakdown of distribution costs are listed below:

| Cost Breakdown                     | Residential |               | Small General Service |               | Medium General Service |               | MGS - High Efficiency HVAC |               | MGS - Time-of-Use |               | Large General Service |               | Large Industrial Service |                 |
|------------------------------------|-------------|---------------|-----------------------|---------------|------------------------|---------------|----------------------------|---------------|-------------------|---------------|-----------------------|---------------|--------------------------|-----------------|
|                                    |             |               |                       |               |                        |               |                            |               |                   |               |                       |               |                          |                 |
| Distribution                       | \$          | 0.0079        | \$                    | 0.0092        | \$                     | 1.96          | \$                         | 2.15          | \$                | 2.49          | \$                    | 2.29          | \$                       | 2.41            |
| Transmission                       |             | 0.0057        |                       | 0.0057        |                        | 1.13          |                            | 1.26          |                   | 1.44          |                       | 1.30          |                          | 1.37            |
| Transformer                        |             | 0.0012        |                       | 0.0014        |                        | 0.29          |                            | 0.32          |                   | 0.37          |                       | 0.34          |                          | 0.36            |
| Substation                         |             | 0.0006        |                       | 0.0007        |                        | 0.14          |                            | 0.15          |                   | 0.18          |                       | 0.16          |                          | 0.17            |
| Direct                             |             | -             |                       | -             |                        | -             |                            | -             |                   | -             |                       | -             |                          | -               |
| <b>Subtotal - kWh or kW Charge</b> | <b>\$</b>   | <b>0.0154</b> | <b>\$</b>             | <b>0.0169</b> | <b>\$</b>              | <b>3.6204</b> | <b>\$</b>                  | <b>3.8868</b> | <b>\$</b>         | <b>4.4820</b> | <b>\$</b>             | <b>4.0891</b> | <b>\$</b>                | <b>4.3110</b>   |
| <b>Contribution to City</b>        | <b>\$</b>   | <b>0.0112</b> | <b>\$</b>             | <b>0.0112</b> | <b>\$</b>              | <b>0.0112</b> | <b>\$</b>                  | <b>0.0112</b> | <b>\$</b>         | <b>0.0112</b> | <b>\$</b>             | <b>0.0112</b> | <b>\$</b>                | <b>0.0112</b>   |
| Distribution Customer Costs        | \$          | 10.56         | \$                    | 21.31         | \$                     | 59.42         | \$                         | 59.42         | \$                | 61.24         | \$                    | 90.12         | \$                       | 151.94          |
| Transformer Customer Costs         |             | 1.17          |                       | 2.33          |                        | 7.00          |                            | 7.00          |                   | 7.00          |                       | 10.49         |                          | 10.49           |
| Substation Customer Costs          |             | 0.09          |                       | 0.18          |                        | 0.55          |                            | 0.55          |                   | 0.55          |                       | 0.83          |                          | 0.83            |
| Meter O&M                          |             | 0.27          |                       | 0.59          |                        | 0.48          |                            | 0.48          |                   | 1.01          |                       | 1.01          |                          | 18.83           |
| Meter Reading                      |             | 0.25          |                       | 0.50          |                        | 1.49          |                            | 1.49          |                   | 1.49          |                       | 2.24          |                          | 2.24            |
| Services                           |             | 0.34          |                       | 1.17          |                        | 14.09         |                            | 8.63          |                   | 12.47         |                       | 125.04        |                          | 1,549.26        |
| Customer Service                   |             | 8.58          |                       | 17.15         |                        | 51.46         |                            | 51.46         |                   | 51.46         |                       | 77.18         |                          | 77.18           |
| <b>Customer Charge</b>             | <b>\$</b>   | <b>21.25</b>  | <b>\$</b>             | <b>43.25</b>  | <b>\$</b>              | <b>134.50</b> | <b>\$</b>                  | <b>129.04</b> | <b>\$</b>         | <b>135.22</b> | <b>\$</b>             | <b>306.92</b> | <b>\$</b>                | <b>1,810.78</b> |



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Proposed Work Plan and Project Approach

### Rate Design

Design of electric rates use input from the cost of service study as guidance on changes to rate classes and the rate components for each rate class. Cost of service results are one factor in design of electric rates for customers. Other factors must be considered such as impact on customers, social and environmental issues and philosophy of the utilities governing body. The rate design process includes discussion with utility staff and input from Council prior to developing a proposed rate structure. This allows the governing body to have input prior to the actual design of rates. The guidance provided by Council includes input on the overall increase in rates and the increases for each class of customers. Based on UFS experience, this critical step in the process allows for a smooth approval of the proposed rates.

### Summary of overall rate adjustments for each class

| Customer Class                                | Class Codes | 2016 Revenue less Adjustments | 2016 Revenue with Adjustments | Percent Increase |
|---|-------------|-------------------------------|-------------------------------|------------------|
| ResidentialRate RES                           | RES         | \$ 43,615,239                 | \$ 45,197,813                 | 3.6%             |
| Residential Dual FuelRate RES-DF              | RES-DF      | \$ 10,081                     | \$ 10,784                     | 7.0%             |
| Residential High Efficiency HVACRate RESELGEO | RESELGEO    | \$ 128,097                    | \$ 137,070                    | 7.0%             |
| Small General ServiceRate GS                  | GS          | \$ 16,519,937                 | \$ 17,219,208                 | 4.2%             |
| SGS - High Efficiency HVACRate GS-HEF         | GS-HEF      | \$ 50,427                     | \$ 52,950                     | 5.0%             |
| Medium General ServiceRate MGS                | MGS         | \$ 30,157,753                 | \$ 31,118,228                 | 3.2%             |
| MGS - High Efficiency HVACRate MGS-HEF        | MGS-HEF     | \$ 171,438                    | \$ 179,115                    | 4.5%             |
| MGS - Time-of-UseRate MGS-TOU                 | MGS-TOU     | \$ 1,904,024                  | \$ 1,975,005                  | 3.7%             |
| Large General ServiceRate LGS                 | LGS         | \$ 10,669,838                 | \$ 10,771,426                 | 1.0%             |
| Large Industrial ServiceRate LIS              | LIS         | \$ 20,755,543                 | \$ 21,602,500                 | 4.1%             |
| Interruptible ServiceRate INTR                | INTR        | \$ 4,683,595                  | \$ 4,917,673                  | 5.0%             |
| Cogen and Small Power ProdRate COGEN          | COGEN       | \$ 10,183                     | \$ 10,602                     | 4.1%             |
| InterdepartmentalRate MUNI                    | MUNI        | \$ 946,527                    | \$ 984,040                    | 4.0%             |
| Civil Defense Sirens25                        | CDS         | \$ 8,834                      | \$ 9,049                      | 2.4%             |
| City Street Lighting27                        | CSL         | \$ 1,185,625                  | \$ 1,209,774                  | 2.0%             |
| Security Lightingvarious                      | SL          | \$ 209,386                    | \$ 212,364                    | 1.4%             |
| Traffic Signalsvarious                        | TS          | \$ 105,392                    | \$ 110,373                    | 4.7%             |
| <b>Total</b>                                  |             | <b>\$ 131,131,917</b>         | <b>\$ 135,717,975</b>         | <b>3.50%</b>     |

The rate design model compares the current rates with proposed changes. The tables on the next page are sample outputs for the residential class.



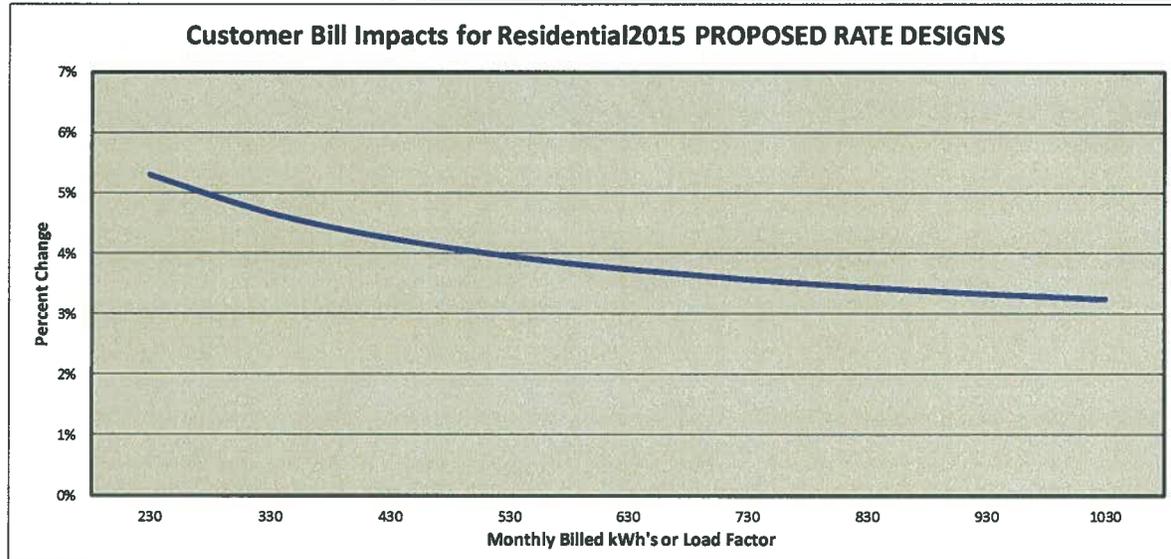
# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Proposed Work Plan and Project Approach

### Proposed rates and percentage impacts at various levels of usage

| Current Rates                |               | 2015 PROPOSED RATE DESIGNS     |               | Cost of Service Rates    |            |
|------------------------------|---------------|--------------------------------|---------------|--------------------------|------------|
| Monthly Customer Charge:     |               | Monthly Customer Charge:       |               | Monthly Customer Charge: |            |
| Customers #1                 | \$ 14.90      | Customers #1                   | \$ 16.40      | Customers #1             | \$ 21.44   |
| Winter Block 1 (0 - All kWh) | \$ 0.09483    | Winter Block 1 (0 - All kWh)   | \$ 0.09740    | Winter Energy            | \$ 0.10369 |
| Summer Block 1 (0 - All kWh) | \$ 0.11475    | Summer Block 1 (0 - All kWh)   | \$ 0.11650    | Summer Energy            | \$ 0.10448 |
| Revenues from Current Rates  | \$ 43,615,239 | Revenues from Proposed Rates   | \$ 45,197,813 |                          |            |
|                              |               | Percentage Change from Current | 3.63%         |                          |            |



### Residential dollar impacts of customers at various usage levels

| RES Annual Bill Comparison |                   |                    |                    |                    |                             |
|----------------------------|-------------------|--------------------|--------------------|--------------------|-----------------------------|
| Usage ( kWh )              | Current Bill (\$) | Proposed Bill (\$) | Dollar Change (\$) | Percent Change (%) | % Customers Ending in Block |
| 230                        | \$ 39.00          | \$ 41.00           | \$ 2.00            | 5.12%              | 4.01%                       |
| 330                        | \$ 49.48          | \$ 51.69           | \$ 2.21            | 4.47%              | 10.50%                      |
| 430                        | \$ 59.96          | \$ 62.39           | \$ 2.43            | 4.05%              | 12.13%                      |
| 530                        | \$ 70.44          | \$ 73.08           | \$ 2.64            | 3.75%              | 13.04%                      |
| 630                        | \$ 80.92          | \$ 83.78           | \$ 2.86            | 3.54%              | 12.98%                      |
| 730                        | \$ 91.40          | \$ 94.47           | \$ 3.08            | 3.37%              | 11.38%                      |
| 830                        | \$ 101.88         | \$ 105.17          | \$ 3.29            | 3.23%              | 9.56%                       |
| 930                        | \$ 112.35         | \$ 115.86          | \$ 3.51            | 3.12%              | 7.57%                       |
| 1030                       | \$ 122.83         | \$ 126.56          | \$ 3.72            | 3.03%              | 5.53%                       |



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Proposed Work Plan and Project Approach

### Other Issues to be Examined

- i. ***The Village utilizes an annual Wholesale Power Purchase Cost Adjustment on customer bills to recover the fluctuating power supply costs. The Consultant will review the existing approach and make recommendations for improvement in the methodology if needed.***

### **Review and Potential Implementation of Power Cost Adjustment**

Power cost adjustments (PCA) are used by many municipal electric utilities to help ensure power costs are recovered from customers in a timely fashion and the electric utility remains financially stable. A PCA reduces the utility's risk and exposure to changes in power supply costs or changes in transmission charges and helps ensure retail customers are not over or undercharged for electricity in any given year. A PCA has to be implemented properly to ensure dramatic changes in the PCA do not occur on a month to month basis leading to customer complaints. UFS has implemented PCAs for electric utilities around the nation and has extensive experience in identifying the most appropriate method that balances customer impacts while maintaining the financial health of the utility. UFS will review the risks and monthly power cost to identify the most appropriate method. Listed below are general methods used by utilities. (A number of variations of each method also exists)

1. **Monthly (Quarterly, Semi Annual) PCA** - Typically calculated each month or period of time such as quarterly. This methodology tends to result in dramatic changes in the PCA at the time of the true up and may result in increased complaints from customers.
  2. **Annual PCA** - The power costs are trued-up each year and significant changes can occur at the beginning of each year. Also the Utility has to maintain significant reserves to provide funds to cover the fluctuations in the power costs.
  3. **Rolling average PCA** - Tends to smooth out the fluctuations while maintaining the financial integrity of the utility. Costs are reviewed each month with small changes occurring with the goal of balancing power costs at the end of specific period of time such as 12 months.
  4. **Forecasted PCA Monthly Review** - Based on the annual budget then adjusted monthly to reflect actual power supply costs
- ii. ***The Consultant will review demand and energy revenue received by customer class versus revenue collected to determine if the costs are properly allocated.***

One of the key results of the cost of service study is the optimal rate structure. It indicates what the utility would charge by rate component to fairly recoup costs from customers. The table on the next page is an example of the optimal rate structure that is used to guide the rate design. If the utilities current rate design is far from the cost of service results, we recommend moving to the COS rates slowly over a number of years to lessen the impact on customers, while safeguarding the revenues of the utility.



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Proposed Work Plan and Project Approach

| Customer Class             | Monthly Customer Charge | Distribution Rate | Transmission Rate | Power Supply |             |              |             |
|----------------------------|-------------------------|-------------------|-------------------|--------------|-------------|--------------|-------------|
|                            |                         |                   |                   | Summer Rates |             | Winter Rates |             |
|                            |                         |                   |                   | Demand Rate  | Energy Rate | Demand Rate  | Energy Rate |
| Residential                | \$ 21.25                | \$ 0.02085        | 0.0057            | \$ 0.0334    | \$ 0.0441   | \$ 0.0303    | \$ 0.04647  |
| Small General Service      | 43.25                   | 0.0224            | 0.0057            | 0.0370       | 0.0441      | 0.0300       | 0.0465      |
| City Street Lighting       | -                       | 0.2066            | 0.0040            | 0.0197       | 0.0440      | 0.0191       | 0.0465      |
| Traffic Signals            | 41.02                   | 0.0164            | 0.0067            | 0.0293       | 0.0440      | 0.0280       | 0.0465      |
| Security Lighting          | 7.86                    | 0.0198            | 0.0125            | 0.0197       | 0.0440      | 0.0191       | 0.0465      |
| Medium General Service     | 134.50                  | 2.39              | 1.13              | 12.04        | 0.0440      | 10.17        | 0.0465      |
| MGS - High Efficiency HVAC | 129.04                  | 2.63              | 1.26              | 10.49        | 0.0425      | 10.93        | 0.0451      |
| MGS - Time-of-Use          | 135.22                  | 3.04              | 1.44              | 9.85         | 0.0428      | 8.40         | 0.0451      |
| Large General Service      | 306.92                  | 2.79              | 1.30              | 13.06        | 0.0428      | 10.46        | 0.0451      |
| Large Industrial Service   | 1,810.78                | 2.95              | 1.37              | 14.50        | 0.0428      | 13.76        | 0.0451      |
| Interruptible Service      | 176.12                  | 2.59              | 1.38              | 10.05        | 0.0428      | 9.17         | 0.0451      |
| Interdepartmental          | 83.83                   | 2.39              | 1.19              | 12.50        | 0.0428      | 7.96         | 0.0451      |

- iii. **The Consultant will examine rates and costs for customers receiving Renewable Energy Production Credits. Those customers (currently 3) with excess solar energy that sell excess production back to the Village.**

The growth of customer installed Photovoltaic (PV) may result in under-recovering the utilities' fixed costs due to inappropriately structured residential rates. Many utilities face the following residential rate structure issues:

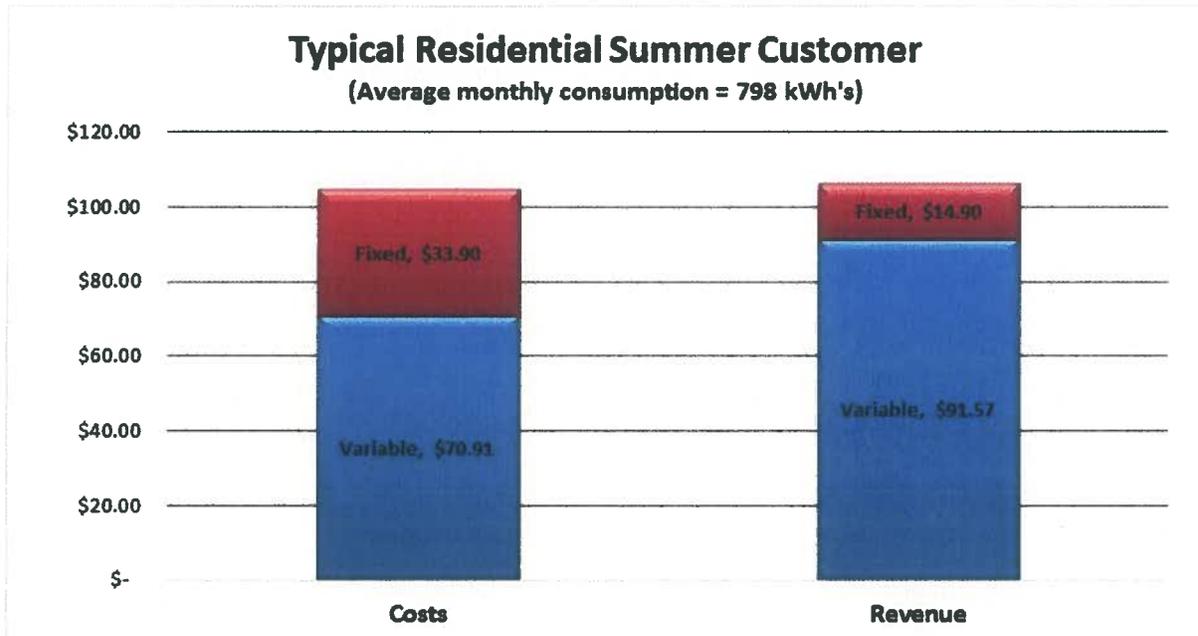
1. Customer charges have historically been held low
2. Many states require net metering customers with renewables rather than pricing on avoided costs
3. Inverted block rate structures that shift fixed cost recovery to outer rate blocks
4. Metering and billing limitations
5. Historical practices of recovering fixed costs in the energy component of the rate

These issues have resulted in unstable revenue recovery and under-recovery of costs from customers installing distributed generation. This also causes cost shifts and subsidies. The rate structures may artificially over-value or under-value distributed generation. The graph on the next page shows fixed and variable recovery for a typical residential customer using 798 kWh's per month.

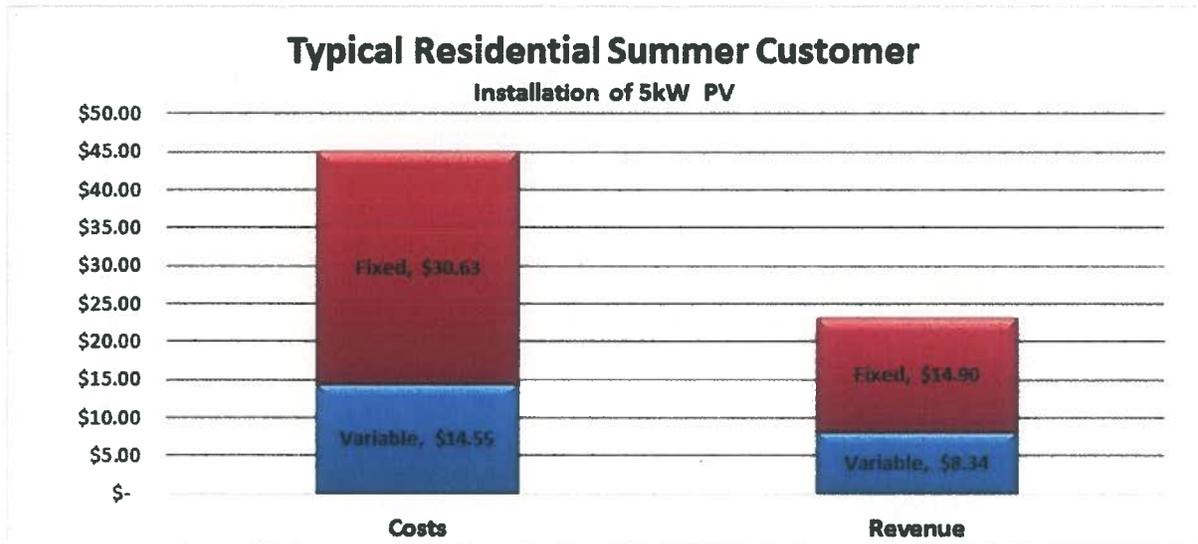


# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY

## Proposed Work Plan and Project Approach



If the customer installed a 5kW PV generator producing 700 kWh's (Estimated production from a 5kW PV) the billed energy consumption is reduced to less than 100 kWh's. When the Utility applies its current rates to the remaining usage the revenues recovered from the customer are approximately \$23.00 however the cost to provide electricity to the customer is \$45.00. This occurs because residential rate structures do not align with costs.



For this utility the under-recovery occurs because distribution costs should be recovered through a demand charge and customer charges rather than through the energy (kWh) charge.



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Proposed Work Plan and Project Approach

A variety of difficulties and limitations exist to correct the rate structure, although some are all easily correctable. They include:

- Limitation on metering & billing systems
- Education of the governing body & customers
- Opposition from interveners and special interest groups
- Past practices in rate designs
- Incorrect price signals sent by certain Joint Action Agencies

iv. ***The Consultant will examine the current Fund Balance Policy for the Electric Fund which is \$5.42 million (4 months of operating expenses).***

UFS will recommend a methodology for a minimum cash reserve policy. Minimum cash reserves attempts to quantify the minimum amount of cash the utility should keep in reserve and is dependent upon several risk factors.

The methodology used is based on certain assumptions related to percent of operation and maintenance, purchase power, historical investment in assets, debt service and the five-year capital plan. UFS will review the current methodology and recommend any improvements that need to be made. Below are results of an example methodology:

| Recommended MINIMUM Reserves                           | Percent Allocated | Projected 2013      |
|--|-------------------|---------------------|
| Operation & Maintenance Less Depreciation Expense & PP | 12.3%             | \$ 432,512          |
| Purchase Power   | 2.4%              | 412,176             |
| Historical Rate Base                                   | 1.0%              | 323,382             |
| Current Portion of Debt Service                        | 31.7%             | 509,682             |
| Five Year Capital Plan - Net of bond proceeds          | 20.0%             | 1,371,900           |
| <b>Recommended MINIMUM Reserves</b>                    |                   | <b>\$ 3,049,652</b> |

v. ***The Consultant will develop an optional (customer choice) Time of Day rate structure for residential customers.***

UFS will design a time of day rate structure for residential customers. If the utility does not have the necessary load data available, we will use our database or other data similar to a utility of like size and operation.

vi. ***The Consultant will review the Payment in Lieu of Taxes structure and amount remitted to the General Fund. The Consultant will compare it to other public power entities and/or guidance from the American Public Power Association.***

The Payment in Lieu of Tax (PILOT) will be reviewed and a recommendation will be made as to its adequacy. We will inform the utility of the guidelines as provided from APPA, but also what we typically see as a PILOT payment from performing studies on utilities throughout the country.



## ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



### Proposed Work Plan and Project Approach

- vii. ***The Consultant will (financially) evaluate the potential to advance a planned substation transformer addition currently planned for 2023/2024 to an earlier date based on the development of optional alternative rate changes to the rate structure.***

The financial projection that is developed as part of the study is a powerful tool that can be used for “what if” scenarios. The capital plan, or any other variable, can be change by quantity or timing and the summary projection will instantly show how it effects the rate track and/or borrowing needed. This allows the utility to run several scenarios to help enhance the decision process for capital investment or any other variable.

- viii. ***The Consultant will evaluate the impact of proposed rate changes on customers.***

UFS will prepare a matrix on the positives and negatives of each rate structure and how The Village’s rate structures can move over time to achieve the desired outcomes of The Village. Current rate structures will be reviewed and compared with COS results. Proposed changes will be discussed with management and a plan identified to structure changes over time to minimize impact on customers and impact on the utilities revenue.



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Executive Report and Deliverables

### **The Consultant will prepare a final report for the completed scope of work.**

- i. The Final report shall also contain the following elements and analysis:***
  - a. Assess the Village's electrical infrastructure long range capital improvement plan with funding options.***
  - b. Assess the benefits and downsides of utilizing various funding methods, including debt and pay as you go financing.***
  - c. Recommendations for annual targets for fund balance.***
  - d. Assess the current rate structure's performance as a baseline for comparing recommended alternatives.***
  - e. Assess the performance of any proposed rate structure(s) and provide a recommendation on the preferred rate structure.***
  - f. Provide all data for supporting conclusions and observations for each of the areas above and cited within the study.***

A-F above will be addressed with the financial projection that is developed as part of the study. The projection is a powerful tool that can be used for "what if" scenarios. The capital plan, financing, cash flow, can all be assessed and changes can be quickly evaluated and compared to recommended targets. This allows UFS to run several scenarios and the utility will have at its fingertips the financial position after any change in the inputs. Any requested scenario can be included in the appendix of the report in a clear and concise format using the out summary output table from the projection.

- ii. The Consultant shall provide a draft report and present it to staff in a face-to-face review meeting. Prior to finalizing the report, the Consultant shall address any comments and/or suggestions on the final document.***

UFS will provide the draft report and present it on-site. Following the presentation, UFS staff will address any areas of concern. Subsequent amendments will be reflected in the Final Report.

- iii. Consultant shall provide the final report in an electronic (pdf) format and provide twenty (20) color copies of the report.***

### **Format of Reports**

UFS will provide a PDF copy on a flash drive as well as twenty color copies of the Final Report. UFS reports are typically separated into two reports listed below:

- **Executive Summary Report** – An overview that identifies the objectives, process and results of the rate study in a clear and concise format, the report includes graphs, charts, tables and recommendations.
- **Rate Design Recommendation Report**– The rate design report is a separate module. To ensure efficiency and timeliness of the study the executive summary is provided to management for input into the rate design process. The rate design report includes the following:
  - Comparison of the current and proposed rates
  - Expected revenues generated from proposed rates
  - Impact on customer classes at various usage levels or load factors within each rate class



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Executive Report and Deliverables

### **Presentation**

- iv. The Consultant shall prepare a presentation that summarizes the completed work and report. 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.***

### **Presentation of Cost of Service and Rate Design Study**

A critical aspect of the study is the clear and concise presentation to the governing body of the utility. UFS meetings are anticipated:

professionals are skilled at explaining and working with advisory and governing bodies to ensure decisions are based on information they can understand and apply to their community.

The following

- 1) Initial meeting – Clarify scope of services, expectations of management and preliminary fieldwork (Conference call and/or webex)
- 2) Fieldwork – Fieldwork will be conducted to verify data (On-site)
- 3) Review draft reports with management (Conference call and/or WebEx - On-site optional)
- 4) On-site presentation as requested by management such as review report with Village Council (On-Site)



## ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



### Firm Qualifications

UFS has a long standing relationship and over 14 years of history in assisting municipalities with cost of service and financial analysis for Electric utilities and are recognized experts in the utility field. Our group and the project team assigned to this engagement is composed of highly qualified, experienced, and knowledgeable professionals who remain current on all issues facing utilities. UFS's reputation has resulted in an industry leading status shown by our frequent request to instruct classes and speak at conferences around the nation, the number of rate studies we have completed.

UFS provides consulting services to assist publicly-owned utilities in meeting their strategic and financial objectives. Services are designed to ensure complete client satisfaction and a commitment that:

- Services will be completed in the agreed upon timeframe
- Services are delivered within budget for services requested
- Services provided will meet or exceed client expectations
- Services will be unbiased and independent recommendations provided to the utility

**The Project Manager for The Village of Winnetka will be Dawn Lund, Vice President,** and staff as listed in this proposal. Additionally, the resume of each individual is included in the resume section below. This section includes:

1. A summary of our experience and qualifications
2. Electric Projects completed in past 36 months
3. Name of Contact Person for UFS
4. Proposed Team Members and Locations
5. Resumes of UFS personnel

Our experience and commitment to publicly-owned utilities ensures that we understand the issues they face and can assist in providing a variety of services including:

- Electric cost of service and rate design
- Review of indirect cost allocations
- Fee and ancillary service charges
- Cost reduction strategies and benchmarking analysis for utilities
- Financial analysis and feasibility studies for offering telecommunication services
- Evaluating and developing policies and procedures
- Econometric forecasts of sales and load growth
- Utility valuation services
- Power supply negotiation and financial analysis



### Summary of Qualifications and Experience

#### Industry Leading Status

Utility Financial Solutions, LLC (UFS) are recognized experts in the utility field assisting electric utilities with cost of service and financial analysis. UFS is an industry leader and frequently requested to teach classes and present at electric utility conferences around the nation.

#### Training for Utility Management and Governing Bodies

UFS teaches a series of cost of service, rate design and financial training courses for utility management and governing bodies through American Public Power (APPA) education institutes, on-site training, and webinars. We are instructors for their training courses to assist with their certification program.

#### Training for Utility Staff

UFS personnel are the instructors on cost of service and financial planning courses offered through the American Public Power Association (APPA) and the National Association of Regulatory Utility Commissioners (NARUC). These courses include the following:

- Basic Cost of Service
- Intermediate Cost of Service
- Advanced Cost of Service
- Financial Planning
- Utility Financial Check-up
- Cost of Service and Rate Design for Distributed Generation
- Development of Line Extension Policies
- Rate Structures to promote Energy Conservation
- Rate Structures to create Revenue Stability
- Advanced issues in Rate Design
- Advanced issues in Cost Allocations

#### Conference Presentations

UFS staff are frequently requested to present special topics at regional conferences around the nation including the APPA's National Conference, Educational Institutes, E&O Workshop and the Business and Financial Workshop. A sample of recent presentations are listed below:

- Development of Avoided Cost and Rate Designs for Distributed Generation
- Appropriate levels of Contributions to Village (Payment in lieu of Tax)
- Information provided by Cost of Service Studies
- Cash Reserve Policies for Electric Utilities
- Development of Utility Extension Policies
- Development of Key Financial Targets
- Cost of Service Challenges and Solutions

UFS's industry leading status has allowed us to present courses on distributed generation to the US Department of Energy and provide them with proper pricing methods to recover costs and promote renewable generation.



## ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



### Firm Qualifications

#### Quality Control

Proper quality control and management includes help ensure the accomplished work is in alignment with the project scope, is completed timely, within budget and the results are accurate and defensible. UFS implements a number of quality controls to achieve these desired goals, including a three level review of the financial projection, cost of service studies and that rate designs achieve the desired revenue requirements. The quality controls developed by UFS are specific to utility rate studies and are based on our prior experience working with electric utilities in the USA, Guam, the Caribbean and Canada. All portions of our studies include the following at a minimum:

1. Development of a detailed work plan based on scope of services and discussion with management
2. Establish work plan with projected milestones and timelines
3. Proof and Balance historical usage, expenses, and revenues with audited financial statements
4. Compare UFS financial projections with utility budgets
5. Review by Project Manager of projections and cost of service study
6. Review by UFS President or Vice-President of study results
7. Presentation of results by UFS with Utility Staff prior to finalizing study

#### Timeliness of Studies

Part of the quality control includes the timely completion of the rate studies. UFS experience in completing studies provides us the ability to complete the studies as requested and discussed in the initial kick-off meeting. The Village of Winnetka requests the study be completed for implementation with the budget for 2017, requiring completion of the study prior to July, 2016.

#### Experience:

UFS extensive experience includes completion of rate studies in 43 states, including Illinois and Guam, the Caribbean and Canada. We have worked with small utilities as well as some of the largest public power systems around the Country. A small sample includes: Nashville TN, Rochester MN, Danville VA, Naperville IL, Cedar Falls Iowa, Palo Alto CA, and Imperial Irrigation District.

UFS works with the utilities governing bodies to obtain rate approvals and develops rates to assist utilities in meeting the community's objectives. We have become the nation's leader in rate development and a sample of some of our services is listed below:

- Development of power cost adjustments
- Time of use rates
- Economic Development Rates
- Standby rates
- Distributed Generation Rates
- Line extension policies
- Street lighting rates
- Combining or expanding rate classes



## ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



### Firm Qualifications

#### **Experience in Illinois**

UFS has provided services to utilities in Illinois including rate studies and training for the City or Village Council. We have experience in working with the City of Princeton, the City of Naperville, and the City of Rock Falls.

#### **Financial Strength**

UFS commenced business in 2001 and has the highest financial rating by Dunn and Bradstreet.

#### **Independence**

UFS maintains its independence throughout its engagements to help ensure unbiased recommendations to the governing bodies. We do not provide services that could impair our independence such as engineering, accounting, or auditing services. UFS only provides financial services related to Financial Planning, Cost of Service and Rate Designs for Utilities.

#### **Diversity of UFS Staff**

The proper development of rate study requires knowledge in accounting, finance, economics and engineering. Utility staff has diverse backgrounds that include degrees in accounting (CPA), engineering, finance, economics and information technology.

#### **Similar Past Studies**

In the past 36 months UFS has completed electric cost of service studies for a number of utilities around the nation of similar scope of services. The sizes of the utilities listed on the next page vary from small to large public power systems.



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Firm Qualifications

### Client

|   |                                |                                      |                        |
|---|--------------------------------|--------------------------------------|------------------------|
| Ainsworth NE - KBR Rural Public Power Dst | Gastonia NC                    | Naperville IL                        | Wadsworth OH           |
| Algona IA                                 | Grand Haven Township MI        | Nashville TN                         | Washington City UT     |
| APPA                                      | Hamilton NC                    | New Castle DE                        | Washington Township MI |
| Ashland OR                                | Hamilton OH                    | Newberry SC                          | Waverly IA             |
| Austin MN                                 | Hannibal MO                    | Newton Falls OH                      | Westerville OH         |
| Ayden NC                                  | Hertford NC                    | Niles MI                             | Westfield MA           |
| Battle River REA - Camrose AB Canada      | Highland IL                    | North Attleborough MA                | Wixom MI               |
| Bay City MI                               | Holland Township MI            | North Muskegon MI                    | WPPI Energy            |
| Bedford VA                                | Howard Greeley NE              | Orrville OH                          | York NE                |
| Bedford VA                                | Howell MI                      | Painesville OH                       | Zeeland City of MI     |
| Big Rapids MI                             | Hubbard OH                     | Pentwater MI                         |                        |
| Boulder CO                                | Hudson OH                      | Perennial Power District NE          |                        |
| Brainerd MN                               | Hurricane UT                   | Petoskey MI                          |                        |
| Bruce Township MI                         | Imperial CA - IID              | Polk County Public Power District NE |                        |
| Burt County Public Power District NE      | Indiana Municipal Power Agency | Poplar Bluff MO                      |                        |
| Butler Public Power District NE           | Kalamazoo MI                   | Rantoul IL                           |                        |
| Cedar Falls IA                            | Kaysville City UT              | Richlands VA                         |                        |
| Cedar- Knox NE                            | Kennett MO                     | Richmond IN                          |                        |
| Charlevoix MI                             | Lake Worth FL                  | Rochelle IL                          |                        |
| Chaska MN                                 | Lincoln Charter Township MI    | Rochester MN                         |                        |
| Clallam County WA                         | Lincoln NE - MEAN - NMPP       | Santa Clara UT                       |                        |
| Clarksburg WV                             | Linden IN - Tipmont REMC       | Scotland Neck NC                     |                        |
| CLECO, LLC                                | Little Hocking OH              | Selma NC                             |                        |
| CMEEC                                     | Louisburg NC                   | Seville OH                           |                        |
| Coffeyville KS                            | Loup Valleys NE                | Shelby NC                            |                        |
| Coldwater MI                              | Loveland CO                    | Shelby OH                            |                        |
| Columbia MO                               | Ludington MI                   | Smithfield NC                        |                        |
| Columbia TN                               | Marquette MI MCSWMA            | South River NJ                       |                        |
| Commerce Township MI                      | Marquette MI                   | Southern Public Power District NE    |                        |
| Cornhusker NE                             | Martinsville VA                | St. Charles IL                       |                        |
| Custer Public Power District NE           | Mascoutah IL                   | Stanton NE                           |                        |
| Cuyahoga Falls OH                         | Mascoutah IL                   | Sturgis MI                           |                        |
| Danville VA                               | McMinnville OR                 | Sylvania OH                          |                        |
| East Norwalk CT                           | Mishawaka IN                   | Traverse City MI                     |                        |
| Elkhorn NE                                | Morgan UT                      | Turlock CA                           |                        |
| Farmville NC                              | Murfreesboro TN                | Twin Valleys NE                      |                        |
| Fulton County REMC - Rochester IN         | Muskegon MI                    | UAMPS                                |                        |



## ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



### Project Team Qualifications

#### **Name and title of primary contact person**

Dawn Lund  
Vice - President, Utility Financial Solutions, LLC  
E-mail - [dlund@ufsweb.com](mailto:dlund@ufsweb.com)  
Cell - 231-218-9664

**Date firm established - UFS was established in September, 2001**

#### **Proposed service team including titles and responsibilities**

Mark Beauchamp, President  
Dawn Lund – Vice President  
Chris Lund – Business and Technology Manager  
Joan Bakenhus – Senior Financial Analyst  
Jillian Beauchamp – Financial Analyst

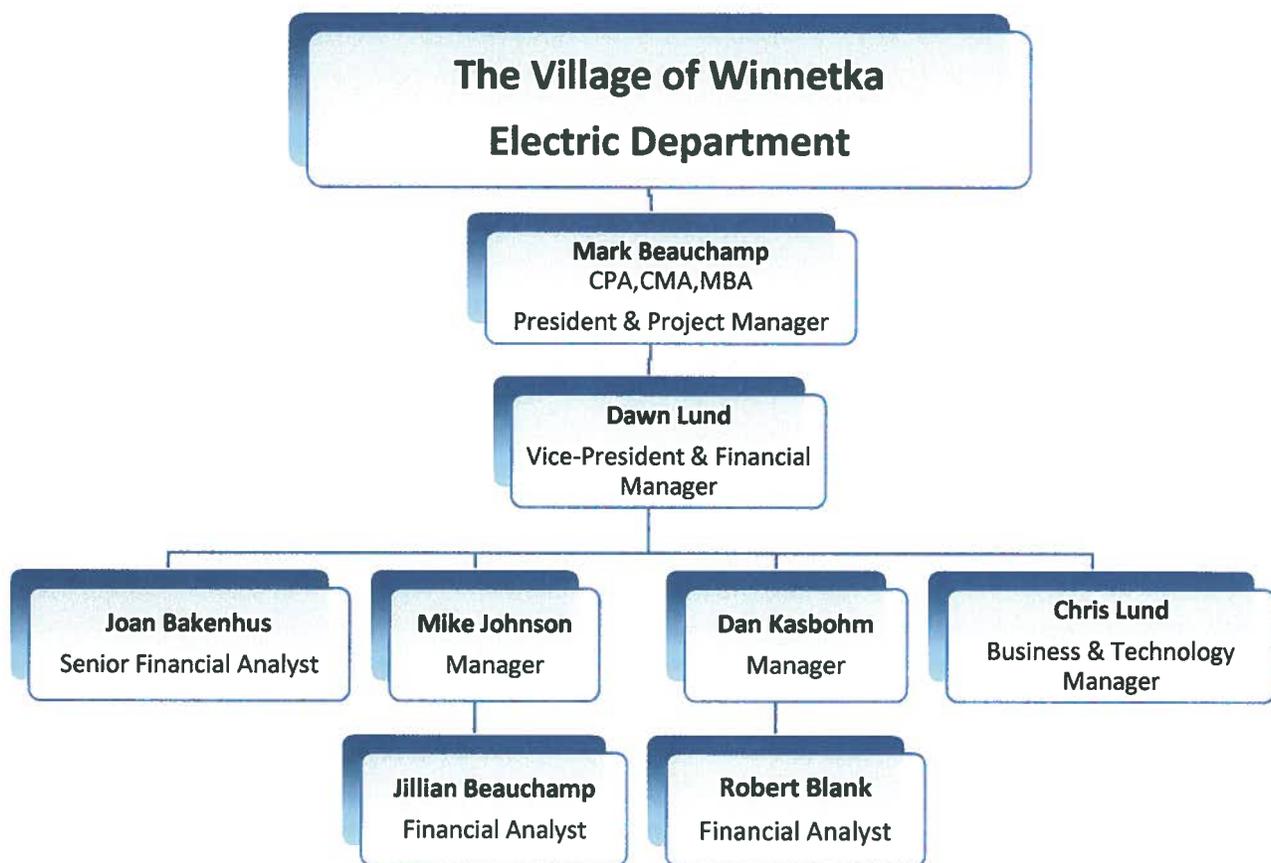


Project Team Qualifications

**Proposed team members**

UFS has put together a project team with the knowledge and experience to successfully meet your requirements and to deliver the report by the agreed upon time-frame. The team has over 100 years of combined experience performing similar studies for utilities. This provides The Village of Winnetka with the experience to creatively solve financial and operational issues and help ensure financial stability in future years. The project team assigned has three team members located in Michigan plus support services out of Wisconsin and Nebraska. This team has completed cost of service, financial plans and rate design studies in 43 States, Guam and the Caribbean.

The personnel assigned to this engagement are listed below:



**Staff Availability**

Utility Financial Solutions has adequate staff available to complete the tasks in the timeline requested in the RFP. Listed below are resumes of the team members assigned to this engagement.



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Project Team Qualifications



### Mark Beauchamp, CPA, CMA, MBA

President, Utility Financial Solutions, LLC

*Email:* [mbeauchamp@ufsweb.com](mailto:mbeauchamp@ufsweb.com)  
*Cellular:* 616.403.5450  
*Location:* Holland, MI

#### Education

- AAS Water Purification Technology
- ABA Business Administration
- BBA Major – Accounting
- MBA Master’s Degree in Business

#### Course Instructor

##### **American Public Power Association (APPA)**

- Advanced Cost of Service Course (Cash Basis & Utility Basis of Ratemaking)
- Intermediate Cost of Service (Cash Basis & Utility Basis of Ratemaking)
- Basic Cost of Service (Cash Basis and Utility Basis of Ratemaking)
- Financial Planning for Municipal Utilities
- Financial Planning for Board & Councils
- Financial Planning and Rate Setting for Managers (Part of Managers Certificate Program)

##### **American Municipal Power (AMP)**

- Financial Planning and Rate Designs for Electric Utilities

#### Expert Witness Service

- Detroit Edison vs. Ameritech – Provided expert witness services for Detroit Edison on development of Pole Attachment Rates for Ameritech
- Nebraska State Unicameral – Served as an expert witness before the state of Nebraska Unicameral on Proper rate setting and credits to provide customer installed renewable generation
- Dayton Power & Light – Provided expert witness services on pole attachment rates. Case was resolved prior to Court appearance
- Coldwater Board of Public Works – Provide expert witness services on rate challenge by large industrial customer. Case was dropped after deposition was provided
- Smethport PA – Provided deposition and responses to Pennsylvania Public Service Commission on Rate Filing for Smethport

#### License and Qualifications

- Class “A” license in wastewater treatment from the State of Michigan
- (CPA) Certified Public Accountant – Wisconsin
- (CMA) Certified Management Accountant – Institute Certified Management Accountants

#### Course Instructor

##### **Michigan State University**

- Advanced Issues in Cost Allocation (Utility Basis of Rate Making)
- Retail Costing and Pricing of Electricity
- Wholesale Costing and Pricing of Electricity

##### **Southwest American Water Works Association**

##### **Michigan Rural Water Association**

- Cost of Service & Rate Making for Water Utilities
- Michigan Finance Government Officers Association
- Cost of Service & Rate Making for Water & Wastewater Utilities

#### Industry Involvement

- Member of the American Public Power Association
- Member of the American Water Works Association
- Member of the Institute of Management Accountants
- Speaker at national conferences on Financial Planning for Municipal Utilities, Pricing for Water Utilities, Pricing Fiber Optic backbone systems, Unbundling Electric Rates, and Ways to Attract and Retain Customers
- Author of articles appearing in national magazines and newsletters regarding pricing fiber optics, unbundling electric rates, and designing water rates



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Project Team Qualifications

### Dawn Lund

Vice-President, Utility Financial Solutions, LLC



Dawn has 20 years' experience pricing and marketing utility services for electric, water and wastewater. Dawn has worked with UFS for over 10 years and previously worked with a large utility and held positions as Cost and Rate Specialist and Marketing and Communications Specialist. Dawn works with utilities across the country teaching financial concepts and is also the instructor for Financial Planning courses for the American Public Power Association. She is also a regularly requested speaker for various regional and national organizations. Dawn has the following experience:

*Email:* dlund@ufsweb.com  
*Cellular:* 231.218.9664  
*Location:* Traverse City, MI

#### Cost of Service (COS)

- Completed electric water and wastewater cost of service and rate design studies for utilities across the country, Guam and the Caribbean
- Determining appropriate allocations of overhead costs between utility services

#### Long-term financial analysis

- Development of long-term sales and expense projections for electric, water, and wastewater utilities
- Development of long-term financial plan and rate track for electric, water, and wastewater

#### Presentation/Training

- Presentations to City Councils and Boards for approval of utility rates and proposed rate tracks
- Instructor for APPA's Financial Planning courses
- Monthly presentations to various organizations on topics such as: financial planning, Key financial targets, cash policies and how to explain rate increases to the end user, cost of services challenges/solutions, and Introduction to allocation studies

#### Rate Design

- Development of electric rate designs to meet financial and social objectives of utility
- Development of special rates for electric utilities including Net Metering, Economic Development and Time of Use

#### Other Utility Tools

- Development of power (fuel) cost adjustments for electric utilities
- Development of connection charges for water and wastewater utilities
- Review and recommend changes to ordinances related to utility operations
- Development of fees for utility services
- Business plan development for telecommunications and pricing of fiber services to customers
- Determining high strength surcharge rates for wastewater treatment plants consistent with EPA requirements
- Development of marketing plans for utilities
- Experienced in pricing electric line extension fees and system development charges



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Project Team Qualifications

### Joan Bakenhus

Senior Financial Analyst, Utility Financial Solutions, LLC



Joan has 16 years' experience working with municipal utilities and has a degree in Business Administration. Joan has worked as a Rate Analyst for one of the largest public power systems in the nation (Lincoln Electric System) and for Utility Financial Solutions since 2006. Joan is experienced in development of long-term financial plans, rate design models and cost of service studies for electric, Water utilities. Joan's experience includes:

*E-mail:* [jbakenhus@ufsweb.com](mailto:jbakenhus@ufsweb.com)  
*Cellular:* 402.483.2542  
*Location:* Nebraska

#### Cost of Service (COS)

- Working with Utilities to identify information requirements to complete cost of service and financial plans
- Set up and develop utility revenue requirements, cost of service program and utility revenue proof
- Balancing and set up of models for development of cost of service for water, wastewater and electric utilities to determine commodity and customer charges
- Responsible for analysis, preparation and updating cost of service models for a number of electric, Water utilities

#### Rate Design

- Balancing and set up of models for development rate design for water, wastewater and electric utilities to determine commodity and customer charges
- Development of rate design models for electric, Water utilities
- Development of rate surveys

#### Other Utility Tools

- Balancing of sales with revenue to help ensure proper billing statistics are used in cost of service models

#### Long Term Financial Analysis

- Development of long-term financial forecasts for water, wastewater, and electric utilities to determine the amount and timing of rate adjustments



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Project Team Qualifications

### Chris Lund

Business & Technology Manager, Utility Financial Solutions, LLC



Chris has a bachelor's degree in Business Administration with concentration in Computer Science and Speech Communications. He has been a technology and management consultant for over 20 years. Chris is an employee of UFS and has also sub-consulted on a variety of technology projects for UFS since 2003. A few of the highlights are below:

*E-mail:* clund@ufsweb.com  
*Cellular:* 231.342.9798  
*Location:* Traverse City, MI

#### Financial Consulting

- Completed cost of service and rate design studies for electric, water, wastewater, telecommunications and refuse utilities
- Designed, wrote and implemented long term financial projection model including revenue requirements and rate track
- Determined avoided cost for solar (photovoltaic - PV) and wind for renewable energy rates
- Lead consultant for electric vehicle (EV) rates and service study
- Conducted multiple fiber optic cost of service and rate design studies
- Presentations to City Councils and Boards for approval of utility rates and proposed rate tracks

#### Data Analytics

- Data mining and analysis specialist for electric load data research
- Specialist with data mining, data conversion and custom reporting
- Experienced with various ODBC (database connectivity)
- Implemented job costing solution for manufacturing companies
- Designed, written, implemented, supported multiple, custom bar coding and data collection systems for wholesale distribution and manufacturing organizations
- Data collection systems pushed data to payroll for time and attendance, automated inventory tracking and job costing

#### Technology Experience

- Experienced in Microsoft Excel automation – including payroll data, job costing and automated billing (office automation)
- Experienced in Microsoft Access custom database, programming and reporting – including electronic data interchange (EDI) mapping using Microsoft VBA
- Lead consultant for multiple mission critical, corporate wide enterprise resource planning (ERP) technology solutions
- Implemented, trained and supported multiple telecommunications projects
- Implemented and supported some of the first voice over internet protocol (VOIP) telecommuting systems
- Guide management with technology related strategy and business integration
- Modification and complete custom program solutions on midrange and PC
- Wrote automated bill of material (BOM) purchasing forecasting system
- Specify, install and maintain mission critical PC network infrastructure, servers, workstation and related software
- Experienced in network security and virtual private network (VPN) technology
- Implemented and supported web storefronts integrated with corporate backend database solution for inventory management, order processing, billing and account status



## ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



### Project Team Qualifications



#### **Jillian Beauchamp, MEc.**

Financial Analyst, Utility Financial Solutions, LLC

*E-mail:* [jbeauchamp@ufswweb.com](mailto:jbeauchamp@ufswweb.com)

*Cellular:* 616.283.8502

*Location:* Holland, MI

Jill has been with UFS since 2013. She has a Bachelor's degree in Mathematics and a Master's degree in Applied Economics from Johns Hopkins University. Jill has populated and analyzed cost of service models, developed long-term financial projections, and designed rates for utilities. Jill specializes in econometric modeling and statistical analysis to project sales and usage. She has worked with a variety of econometric software packages and is competent in handling seasonality, trend, heteroscedasticity, and other economic inefficiencies that arise in data analysis. Jill is skilled in the following:

- Forecasting Utility revenue requirements
- Projecting revenues and expenses, asset depreciation, and net book value
- Designing rates based on Cost of Service results
- Analyzing rate payer impacts and sensitivities
- Working with Utility Staff to identify study goals and understand organization
- Keeping up to date on the current economic impacts of renewable energy, the relationship to the Clean Power Plan legislation, and potential effects on the Electric Industry



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Project Fees

### Winnetka, IL Project Pricing

|  |                     |
|--|---------------------|
| Cost of Service, Financial Projection,<br>and One-year Rate Design | \$ 23,900.00        |
| Time-Of-Use Study  | \$ 4,000.00         |
| <b>Total</b>   | <b>\$ 27,900.00</b> |

Total price includes the cost of one on-site visit.  
Out-of-pocket expenses are not included.

Prices, terms, and conditions are good for a period of 90 days from this date.

Payment will be made through submission of invoice which itemizes the work performed. "Total not to exceed amount" does not include on-site or travel expenses.

### Out of Scope Services – on-site and travel expenses

Out of Scope services, if deemed necessary and agreed upon by the Village, will be billed at the hourly rates listed below. Any out of pocket expenses will be billed at cost.

| Name              | Title                           | Hourly Rate |
|-------------------|---------------------------------|-------------|
| Mark Beauchamp    | President                       | \$290.00    |
| Dawn Lund         | Vice President                  | \$230.00    |
| Dan Kasbohm       | Manager                         | \$210.00    |
| Mike Johnson      | Manager                         | \$210.00    |
| Chris Lund        | Business and Technology Manager | \$190.00    |
| Joan Bakenhus     | Senior Financial Analyst        | \$130.00    |
| Jillian Beauchamp | Financial Analyst               | \$105.00    |
| Robert Blank      | Financial Analyst               | \$95.00     |

In addition, travel time will be billed at 50% off of regular rates.



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



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| Robert Blank      | Financial Analyst               | \$95.00     |

In addition, travel time will be billed at 50% off of regular rates.



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Project Schedule

Our experience with municipal electric cost of service and rate design studies, allows us to conduct a cost effective and efficient study. The following is the tentative project schedule for completion of the electric cost of service and rate design. This schedule will be finalized during the initial project kick-off meeting with management.

| <i>Task</i>  | <i>Expected Completion – Twelve Weeks</i> |
|--|---|
| Initial Meeting – Preparation of Information Request | Week One                                  |
| Completion of Information Request by Client          | Week Two                                  |
| Planning/Set-up Models                               | Week Three – Five                         |
| Review and Development of Revenue Requirements       | Week Six – Seven                          |
| Fieldwork  | Week Eight                                |
| Cost of Service Analysis Component/Functional Costs  | Week Nine                                 |
| Cost based Rate Design and alternatives              | Week Ten                                  |
| Report, Recommendations & Presentation of Draft      | Week Eleven                               |
| Final Report   | Week Twelve                               |

THE COMPLETION OF THE PROJECT ON THE PROPOSED SCHEDULE IS DEPENDENT ON THE COOPERATION OF VARIOUS DEPARTMENTS WITHIN THE VILLAGE OF WINNETKA TO PREPARE THE INFORMATION REQUEST IN A TIMELY MANNER.



References

**Naperville Electric Department, Naperville, Illinois**

*Contact:* **Mark Curran, Electric Director**

*Phone/Email:* 630-305-5934 / curranm@naperville.il.us

*Scope of Work:* UFS completed a long-term financial projection, cost of service and rate design study in 2015 and are currently in the completing specialized rate designs including time of use. Project included completion of the following tasks:

- Development of time of use rate structures
- Long-term financial plan and rate track
- Review and recommendations for power cost adjustment
- Identification of minimum cash reserves
- Rate design for all rate classes
- Identification of financial goals and targets
- Presentation to Board of Directors and City Council
- Project completed in 6 months

**The City of Rochelle, IL Electric Department**

*Contact:* **Dan Westin, Director of Utilities, Business Management and Energy Production**

*Phone/Email:* 815.561.2050

*Scope of Work:* UFS completed a 5-year financial projection, cost of service and rate design study in 2013. We currently provide annual financial plan updates, rate analysis and annual rate designs. Projects have included completion of the following tasks:

- 5-year financial plan and rate track
- Power cost adjustment updates
- Identification of minimum cash reserves
- Rate design moving toward cost of service for all rate classes
- Development of seasonal, on/off peak, stand by rates
- Identification of financial goals and target
- Presentation to Management and City Council

**The City of Rantoul, IL Electric Department**

*Client Contact:* **Greg Hazel, Electric Utility Director**

*Phone/Email:* 217.892.2178

*Scope of Work:* UFS completed the following scope of work:

- Develop a long-term financial plan to assist in identifying the amount and timing of future rate adjustments. The financial projection included development of key financial targets
- Cost of providing electric service to each class of customer
- **Unbundle rates** to determine:
  1. Charges to each customer class for **power supply broken down by demand, energy and season.**
  2. Charges to each customer class based on the voltage served for each customer and included secondary, primary, sub-transmission and transmission voltage levels.
  3. **Monthly customer charges** to each customer class
- **Review utility rate classes and recommend additional rate classes** or alternative rate forms for existing customer classes.
- Present results of study to management and Village Board
- Design electric rates



# ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY



## Office Locations

| Full Time Staff and Office Locations  |   |
|---|---|
| <p><b>Main Office and Contact, Authorized to negotiate and bind contract:</b></p> <p><b>Title: President</b><br/> <b>Mark Beauchamp</b><br/>           185 Sun Meadow Ct<br/>           Holland MI 49424<br/>           UFS – 14 Years<br/>           Industry Experience – 33 years<br/>           Phone 616-393-9722<br/>           Fax 888-501-0998<br/>           Cell 616-403-5450<br/> <a href="mailto:mbeauchamp@ufsweb.com">mbeauchamp@ufsweb.com</a><br/> <a href="http://www.ufsweb.com">www.ufsweb.com</a></p> | <p><b>Authorized to negotiate and bind contract:</b></p> <p><b>Title: Vice President</b><br/> <b>Dawn Lund</b><br/>           604 S Lake St<br/>           Leland MI 49654<br/>           UFS – 12 Years<br/>           Industry Experience – 20 years<br/>           Phone 231-256-0092<br/>           Fax 888-566-4430<br/>           Cell 231-218-9664<br/> <a href="mailto:dlund@ufsweb.com">dlund@ufsweb.com</a><br/> <a href="http://www.ufsweb.com">www.ufsweb.com</a></p> |
| <p><b>Title: Senior Analyst</b><br/> <b>Dan Kasbohm</b><br/>           14986 Sandstone Road<br/>           Grand Haven MI 49417<br/>           UFS – 10 years<br/>           Industry Experience – 10 years<br/>           Phone 616-846-6464<br/>           Fax 888-499-6609<br/>           Cell 616-402-7045<br/> <a href="mailto:dkasbohm@ufsweb.com">dkasbohm@ufsweb.com</a><br/> <a href="http://www.ufsweb.com">www.ufsweb.com</a></p>  | <p><b>Title: Senior Analyst</b><br/> <b>Mike Johnson</b><br/>           4901 Hermsmeier Road<br/>           Madison WI 53714<br/>           UFS – 3 Years<br/>           Industry Experience - 20 years<br/>           Phone 608-230-5849<br/>           Fax 888-809-9640<br/>           Cell 608-609-6279<br/> <a href="mailto:mjohnson@ufsweb.com">mjohnson@ufsweb.com</a><br/> <a href="http://www.ufsweb.com">www.ufsweb.com</a></p>  |

**VILLAGE OF WINNETKA, ILLINOIS**

**RFP #16-002**

**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): none, \_\_\_\_\_, (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 88-893, 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.

RFP #16-002  
Page 27 of 29

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:

Utility Financial Solutions, LLC  
Company Name

Name: Dawn Lund

185 Sun Meadow Ct.  
Address

Title: Vice-President

Holland MI 49424  
City State Zip

Phone: 231-218-9664

*Mark Beauchamp*

Fax: 888-566-4430

Signature of Person Authorized to Sign

Mark Beauchamp  
Printed Name

Email: dlund@ufsweb.com

President  
Title

20-5160845  
Federal Tax ID

Acknowledged before me by Mark Beauchamp (name) as President (title)  
of Utility Financial Solutions, LLC (company) this 18<sup>th</sup> (day) of January, 2016

Notary Signature:

*Debra Lynn Brouwer*

My Commission Expires:

DEBRA LYNN BROUWER  
Notary Public, State of Michigan  
County of Ottawa  
My Commission Expires June 16, 2021  
Acting in the County of Ottawa

Affix Seal

## 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 women 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.

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Page 20 of 29

## 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.

RFP #16-002  
Page 21 of 29

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: Mark Beauchamp

NAME: mark Beauchamp TITLE: President  
(Print or type)

Subscribed and sworn to me this 16<sup>th</sup> day of January, 2011, A.D.

By: Debra Lynn Brewer  
(Notary Public)

-Seal-



# VILLAGE OF WINNETKA

*Incorporated in 1869*

*Water & Electric Department*  
(847) 716-3558

JANUARY 27<sup>TH</sup>, 2016

**ADDENDUM NO. 1  
NOTICE TO PROPOSERS  
ELECTRIC RATE STUDY  
RFP #016-002  
VILLAGE OF WINNETKA**

The RFP for the above referenced project has been amended and/or clarified as follows:

**NOTE:** Based on the questions received, the Village is electing to extend the proposal due date. Responses shall be submitted by February 3<sup>rd</sup>, 2016; no later than 10:00 a.m. local time.

**Question:** *How much Advance Metering Infrastructure (AMI) does the Village currently have?*

**Response:** None—meters are read manually by meter readers.

**Question:** *When was the last electric rate study performed? Which firm did the last study? How much did it cost?*

**Response:** 2005, EES Consulting, awarded contract amount of \$27,500

**Question:** *Does the Village have a budget for this engagement?*

**Response:** Yes. The 2016 Budget contains \$55,000 for the study.

**Question:** *From the budget, it appears the Village does not use FERC uniform system of accounts or a similar form of accounting system. Can you please confirm whether the Village uses FERC accounting for recording of plant, revenues, and expenditures?*

**Response:** The Village does not use FERC. Vendors can see a summary of our significant our accounting policies on page 19 of the 2014 Comprehensive Annual Financial Report (see link below).

<http://www.villageofwinnetka.org/government/council-members/fiscal-transparency/>

**Question:** *Does the Village have a load forecast that can be used by the selected consultant to use in preparing the five year financial forecast?*

**Response:** Yes.

---

510 Green Bay Road, Winnetka, Illinois 60093

**Question:** *What is the Village's billing system?*

**Response:** New World Logos.net

**Question:** *With a long-term all requirements contract in place with IMEA through 2035, please identify the significant changes in the utility's cost drivers since the last rate study which are anticipated to have the greatest impacts on the cost of service and rate design analyses performed under this study.*

**Response:** The Village has plans to add an additional substation transformer (138kV:12kV), fund improvements to fire protection at the Electric Plant, and fund improvements to the fire protection of the transformer yard at the Electric Plant.

Acknowledge receipt of this Addendum No. 1, by signing this form and returning it with your sealed proposal and marking the appropriate section on the "Proposal Form" (Page 27-28 of the RFP). If you have any questions regarding this Addendum No. 1, please contact Nick Mostardo at (847)716-3504.

Nicholas A. Mostardo  
Financial Services Coordinator

The signature below confirms receipt of Addendum No. 1 dated January 27<sup>th</sup>, 2016. **Note that the question period has concluded and no additional questions will be received for this project.**

Signature:  Company: Utility Financial Solutions

Dated: 01/28/16

## **EXHIBIT C**

### **CLARIFICATIONS:**

Email message from B. Keys, Village of Winnetka, to M. Beauchamp, UFS, dated February 17, 2016.

Letter from M. Beauchamp, UFS, to B. Keys, Village of Winnetka, dated February 19, 2016.

## Brian Keys

---

**From:** Brian Keys  
**Sent:** Wednesday, February 17, 2016 3:54 PM  
**To:** 'mbeauchamp@ufsweb.com'  
**Cc:** Nick Mostardo  
**Subject:** RFP #016-002 Clarification: UFS Proposal

Mr. Beauchamp,

As discussed during our phone conversation, I would appreciate additional clarification on the following items as it pertains to your submitted proposal:

- The Village's RFP specified the development of revised electric rates for five fiscal years. Please confirm that the deliverable will include the determination of (proposed) electric rates for five fiscal years.
- UFS's total cost for the study includes one on-site visit. As noted in the RFP, it is anticipated that at least three on-site meetings will be required. Please quantify the additional cost per site meeting.
- UFS's total cost for the study does not include "out-of-pocket" expenses. Please provide additional information on the expected amount of cost associated with these expenses.
- The UFS proposal notes that "one revenue proof" to reconcile revenue receivables with calculated revenues from the billing system is planned. Village staff anticipates that additional time and/or additional reviews of the "revenue proof" will be required. As noted in our phone discussion, the Village implemented a new financial system in 2014. Recent experience on the Water Rate Study has resulted in additional time spent on this step. Please confirm if this is adequately addressed in your proposed fee or if additional funds will be required.

Please provide written clarification to the noted items. I look forward to your response.

Brian Keys  
Director of Water & Electric  
Village of Winnetka



February 19, 2016

Brian Keys  
Director Water and Electric  
Village of Winnetka

Dear Mr. Keys,

It is a pleasure to clarify and revise our scope of services and pricing for the electric cost of service and rate design proposal for the Village of Winnetka. As discussed during our phone conversation and follow up email we are clarifying the scope and pricing to include five years' rate design, two additional on-site meetings, out of pocket expenses and potential costs for reconciliation of revenue for the Village.

- 1) Question: The Village's RFP specified the development of revised electric rates for five fiscal years. Please confirm that the deliverable will include the determination of (proposed) electric rates for five fiscal years.

UFS Response: UFS will provide five years of rate designs for the Village or Winnetka at no additional cost from the original proposal

- 2) Question: UFS's total cost for the study includes one on-site visit. As noted in the RFP, it is anticipated that at least three on-site meetings will be required. Please quantify the additional cost per site meeting.

UFS Response: The original proposal stated only one on-site meeting, the additional cost per meeting \$1,500; total additional cost for the two additional on-site meetings is \$3,000.

- 3) Question: UFS's total cost for the study does not include "out-of-pocket" expenses. Please provide additional information on the expected amount of cost associated with these expenses.

UFS Response: We modify the original proposal to eliminate the statement of out of pockets and our firm quote includes all out of pocket expenses. We will adjust the proposal price by \$400 for additional out of pockets for the one on site meeting. The pricing for the two additional meetings (above) includes all out of pockets.

- 4) Question: The UFS proposal notes that "one revenue proof" to reconcile revenue receivables with calculated revenues from the billing system is planned. Village staff anticipates that additional time and/or additional reviews of the "revenue proof" will be required. As noted in our phone discussion, the Village implemented a new financial system in 2014. Recent experience on the Water Rate Study has resulted in additional time spent on this step. Please confirm if this is adequately addressed in your proposed fee or if additional funds will be required.

UFS Response: The original cost includes all cost related to the reconciliation of the revenue proof

**Summary of Fees:**

Based on the questions and revisions above the table below is the revised quote from Utility Financial Solutions.

| <b>Winnetka, IL Project Pricing</b>                             | <b>Original Pricing</b> | <b>Revisions</b> | <b>Revised Totals</b> |
|---|-------------------------|------------------|-----------------------|
| Cost of Service, Financial Projection, and One-year Rate Design | \$ 23,900               |                  | \$ 23,900             |
| Four additional rate designs                                    |                         | -                | -                     |
| Two additional on Site meetings                                 |                         | 3,000            | 3,000                 |
| Out of pocket expenses for first on site meeting                |                         | 400              | 400                   |
| Time-Of-Use Study   | \$ 4,000                |                  | 4,000                 |
| <b>Total</b>  | <b>\$ 27,900</b>        | <b>\$ 3,400</b>  | <b>\$ 31,300</b>      |

Thank you for this opportunity to clarify our proposal and please call with any questions or concerns.

Sincerely,

Utility Financial Solutions

Mark Beauchamp CPA, CMA, MBA



## Agenda Item Executive Summary

**Title:** One Winnetka Planned Development (To Be Deferred)

**Presenter:** Peter M. Friedman, Village Attorney and Michael D'Onofrio, Director of Community Development

**Agenda Date:**

03/17/2016

**Consent:**

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

**Item History:**

Stonestreet Partners, LLC has submitted to the Village an application for a Planned Development for the proposed One Winnetka project. The Planned Development process is a specific and distinct form of regulatory review established under the Village Zoning Ordinance in December 2005. The Planned Development regulations were established for all developments in excess of 10,000 square feet and allow for greater flexibility withing standard zoning requirements coupled with a more comprehensive review process, which includes both a preliminary review and approval followed by a final review and approval. Both preliminary and final reviews require public hearings and recommendations from the Village Plan Commission, Zoning Board of Appeals, and Design Review Board, and ultimate Village Council decision. These bodies have each completed their respective public hearings and meetings on the One Winnetka proposal and they have each provided separate recommendations to the Council.

**Executive Summary:**

The Village Zoning Code requires that the request for preliminary approval of the Planned Development for the One Winnetka project be placed on the agenda for the Council's March 17, 2016 regular meeting. However, the Council is not obligated at that meeting to make any decisions or to commence detailed presentations from the applicant and public comment.

The Village has retained CBRE to undertake an economic analysis of the proposed development, including the request for Village financial participation. That analysis is ongoing and the applicant is working to provide CBRE with additional requested information which will not be provided and fully reviewed prior to March 17. Accordingly, Council commencement of any detailed consideration of the requested preliminary Planned Development should be deferred until the Council's April 5, 2016 Regular Meeting. The Council can accomplish this by passage of a motion to defer after this agenda item has been introduced.

**Recommendation:**

Passage of a motion to defer to April 5, 2016 Regular Council Meeting.

**Attachments:**