

Regular Meeting  
**WINNETKA VILLAGE COUNCIL**  
**Police Department**  
**410 Green Bay Road**  
Winnetka, Illinois 60093  
December 6, 2011  
7:30 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 to the Flag
- 3) Quorum
  - a) December 13, 2011 Study Session
  - b) December 20, Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
  - a) Warrant Lists Nos. 1727 and 1728 .....3
  - b) Set Council Meeting Calendar for 2012 .....4
  - c) Village Hall Furniture .....5
  - d) Prescient Computer Services Contract.....9
  - e) Portable Asphalt Recycling/Hot Patcher .....34
- 6) Willow Road Update.....36
- 7) Stormwater Update .....41
- 8) Pension Funding Update.....47
- 9) Ordinances and Resolutions
  - a) Resolution R-33-2011: 7 Indian Hill Annexation/Consolidation - Adoption.....64
  - b) Resolution R-34-2011: Trifecta Grill Liquor License - Adoption.....75
  - c) Resolution R-35-2011: Affordable Housing Resolution - Adoption.....79
  - d) Ordinance MC-7-2011: Commercial/Mixed Use Property Maintenance Code – Adoption .....81
  - e) Ordinance M-18-2011: 2011 Tax Levy – Introduction .....100
  - f) Ordinance M-19-2011: 2011 Tax Abatement – Introduction .....143
  - g) Ordinance M-20-2011: Tax Levy: SSA # 3 – Introduction .....145

h) Ordinance M-21-2011: Tax Levy: SSA # 4 – Introduction.....149  
i) Ordinance M-22-2011: Tax Levy: SSA # 5 – Introduction.....153  
10) Public Comment  
11) Old Business  
12) New Business  
13) Reports  
14) Appointments  
15) Executive Session  
14) Adjournment

**NOTICE**

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

Videos of the Regular Village Council meetings are televised on Channel 10, M-W-F-Sa-Su at 7:00PM, and on Channel 18 M-F-Su at 7:00AM or 7:00PM. Videos of meetings may also be viewed on a link at the Village’s web site: [villageofwinnetka.org](http://villageofwinnetka.org)

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator – Liz Rosenthal, at 510 Green Bay Road, Winnetka, Illinois 60093, 847.716.3540; T.D.D. 847.501.6041.

## AGENDA REPORT

SUBJECT:           **Warrant Lists Nos. 1727 and 1728**

PREPARED BY:     Robert Bahan, Village Manager

DATE:              December 1, 2011

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Warrants Lists Nos. 1727 and 1728 are enclosed in each Council member's packet.

**Recommendation:** Consider approving Warrants Lists Nos. 1727 and 1728.

## AGENDA REPORT

**SUBJECT:** Village Council Meeting Schedule for 2012

**PREPARED BY:** Mary Ivins, Legal Assistant

**DATE:** November 21, 2011

The proposed 2012 Village Council meeting schedule is listed below. The schedule is to be approved so that the public has advance notice and the staff and Trustees can develop their schedules. As in the past, Village Council meetings will begin at 7:30 p.m. The meeting place will be at the Winnetka Police Department until renovation of the Village Hall Council Chambers is completed. Additional meetings can be added to the schedule as necessary.

### 2012 Schedule of Regular Village Council Meetings:

January 10 (rescheduled from January 3)	July 3
January 17	July 17
February 7	August 7
February 21	August 21
March 6	September 4
March 20	September 18
April 3	October 2
April 17	October 16
May 1	November 6
May 15	November 20
June 5	December 4
June 19	December 18

### 2012 Schedule of Village Council Study Sessions

No January Study Session	July 10
February 14	August 14
March 13	September 11
April 10	October 9
May 8	November 13
June 12	December 11

### **Conflicts with the scheduled meeting dates are:**

March 20, 2012, Regular Meeting – Primary Election Day  
November 6, 2012, Regular Meeting – General Election Day

### **Recommendation:**

- 1) Consider adopting the 2012 Village Council meeting schedule.

## AGENDA REPORT

**TO:** Village Council

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

**DATE:** December 2, 2011

**SUBJECT:** Village Hall Remodeling – Furniture

As part of the Village Hall remodeling a certain amount of furniture needs to be replaced. The scope of furniture replacement ranges from all new furniture in the Finance Department, which is being completely remodeled, to the replacement of individual worn-out pieces for the employee lunch room. The budget for furniture is \$124,144.

Holabird & Root developed the furniture plan in collaboration with Village staff and the rehabilitation technical committee. Attachment A shows floor plans of the areas where most of the new furniture will be installed - Finance Department and 2<sup>nd</sup> floor conference room. Following is a summary of the costs associated with the locations where new furniture will be installed.

- Finance Department - \$90,654
- Second Floor Conference Room - \$11,017
- Council Chambers - \$24,855
- Basement Women's Lounge and Lunchroom - \$6,152

The Finance Department is to be completely remodeled, and all new furniture will be provided for four offices and ten work spaces. The second floor renovation calls for new furniture for one new office as well as the new conference room. In the basement new couches and chairs will be provided for the employee lunchroom and the women's lounge to replace worn-out pieces. Finally, in the Council Chambers the benches will be refinished in a walnut-colored stain consistent with the color of the existing walls, and the cushions will be re-upholstered with a dark green fabric. These choices have been reviewed and approved by the Village Hall rehabilitation technical committee.

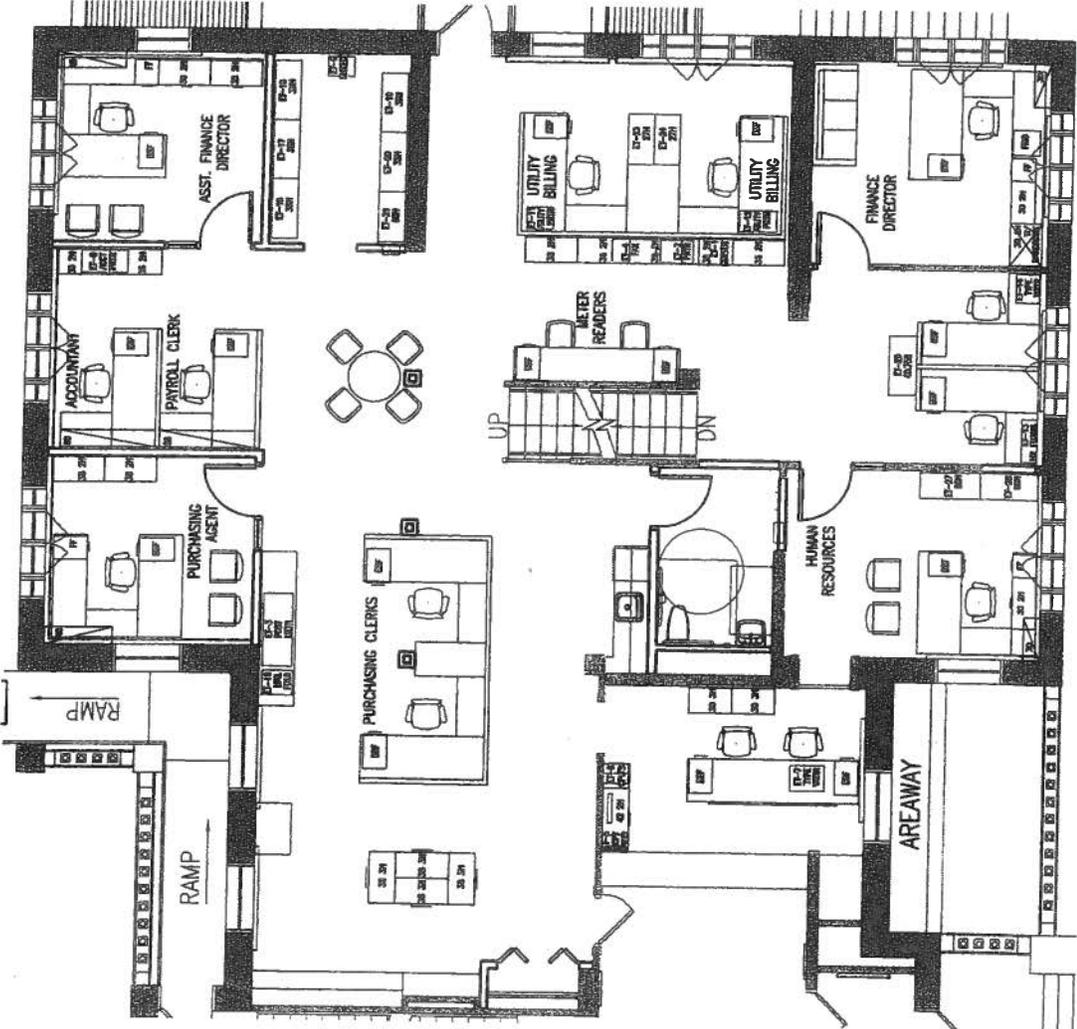
The cost of the furniture will be \$132,678.57, exceeding the budget by \$8,534. The increase is due to the inclusion of a conference table and credenza in the new conference room that was not included in the original furniture budget. The additional \$8,534 cost will be covered out of the 10% contingency built into the project budget.

With respect to the costs, the furniture will be purchased under the US Communities Government Purchasing Alliance (GPA) program. This is a program that utilizes competitively bid, national contracts in order to take advantage of collective purchasing from public agencies throughout the nation. For additional details on the GPA see Attachment B.

### **Recommendation**

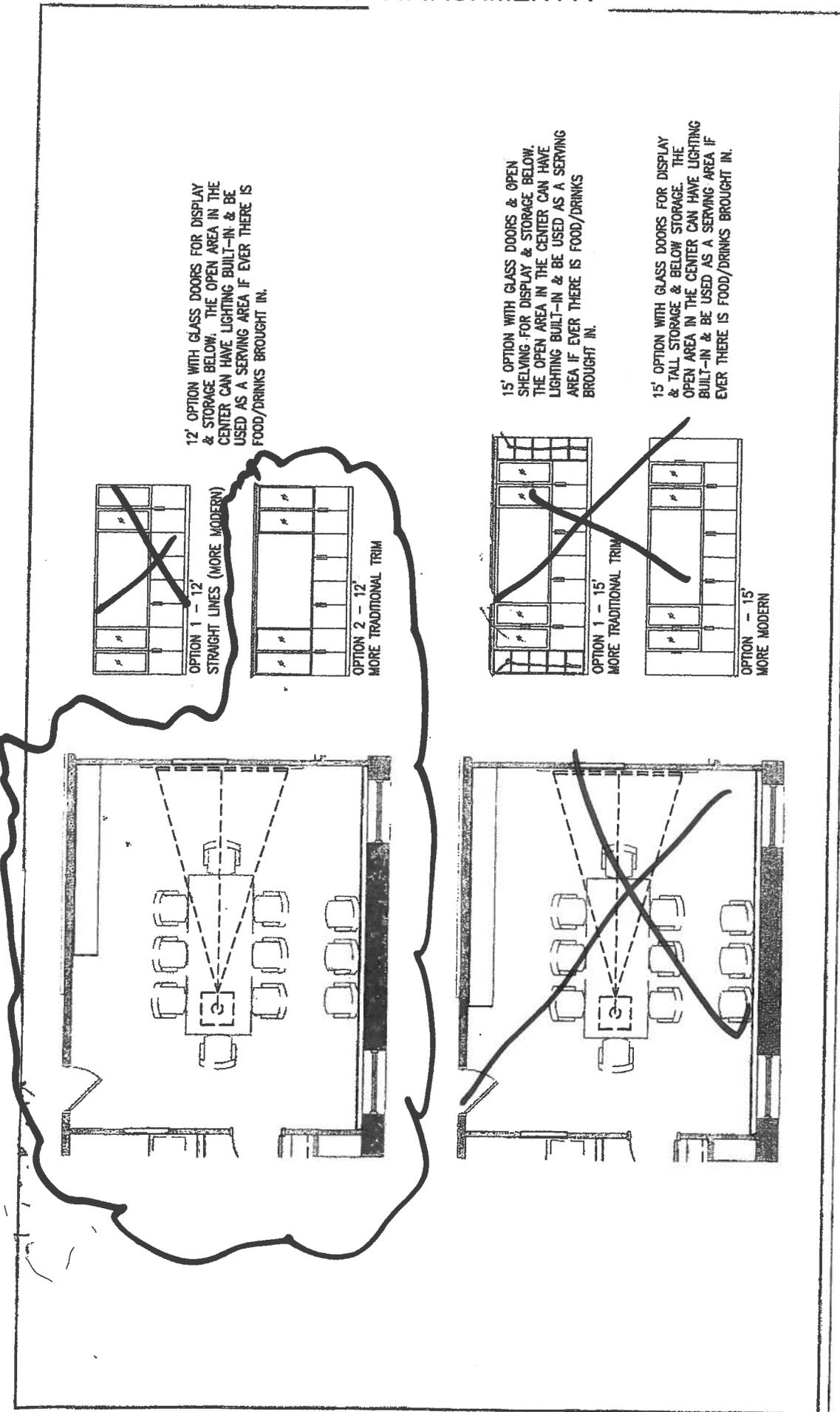
Consider approving expenditure of \$132,687.57 to purchase furniture as part of the Village Hall remodeling project.

ATTACHMENT A

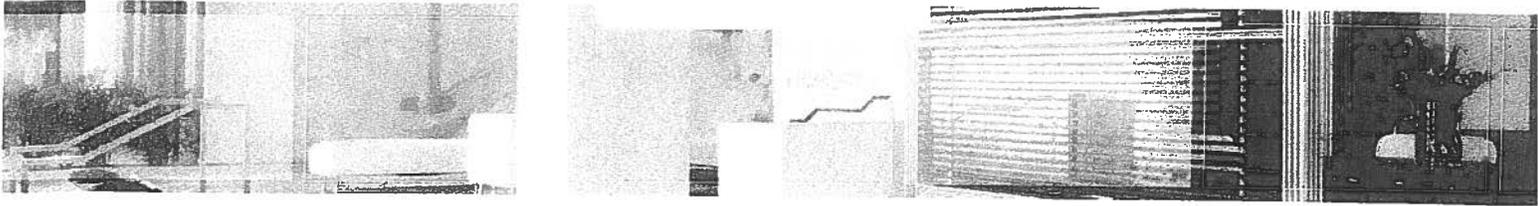


Finance Department Floor Plan

# ATTACHMENT A



<b>HO ABIRD ROOT</b> 140 South Dearborn Chicago, IL 60603 312.357.1771 ext 312.357.7009 fax <a href="http://www.hoabird.com">www.hoabird.com</a>		Comm. No. 16120 Date 08-01-11 Drawn F. FENELLE Proj. Arch./Eng. A. WHITE Issued Under	<b>2ND FLOOR CONFERENCE ROOM</b> Sheet Name Sketch No.
<b>WINNETKA VILLAGE HALL RENOVATION</b> 610 GREEN BAY RD. WINNETKA, IL 60093		Project	



## U.S. Communities Alliance

### Why Haworth

#### The Company

As a leading provider of office interiors around the world, Haworth offers a wide range of integrated, adaptable, and sustainable solutions. Our organic workspace™ solutions perform on more than one level, increasing in value over time. Agile interiors stay current as an organization changes. Raised access flooring makes it easy to reconfigure walls, systems, and wiring. Modular power solutions allow more efficient construction through pre-terminated cables and simplified installation. From the desk to the department to the entire building, everything works together.

#### The Contract

Haworth is proud to be a partner of U.S. Communities, supplying adaptable workspace solutions at competitive prices to local communities nationwide. We are the leading supplier of office interiors on this contract — providing an all-inclusive range of products and services to our U.S. Communities clients.

The U.S. Communities program is a Government Purchasing Alliance (GPA) that establishes the best available price for the highest quality products. Through the GPA, communities utilize competitively bid, national contracts to take advantage of the collective purchasing power of public agencies. This leverages significant volume into substantial savings.

#### The Benefits

Haworth and U.S. Communities provide procurement advantages that include established competitive pricing, a simplified procurement process with dedicated customer support programs, and Haworth's national network of more than 250 qualified dealers.

Haworth's network of dedicated dealers support and assist in your procurement needs from concept through post-installation project management. Available services include reconfiguration and relocation, design/layout and planning, installation, project management, financing options and workplace consulting.

#### The Products

Haworth provides a single-source solution for your interior needs. All Haworth products are available through this contract:

- Power and Technology Products
- Raised Access Flooring
- Moveable Walls
- Seating
- Systems Furniture
- Wood Desks and Furniture
- Steel Storage and Desking
- Tables
- Work Tools
- Task and Desk Lighting

#### The Resources

From the production line to our executive management team, Haworth is committed to your total satisfaction and quality. With one of the largest product offerings in the marketplace, we are able to meet your procurement needs in a timely and cost-effective manner. Our dedicated U.S. Communities program provides online ordering and information services — further supporting our commitment to quality products and services.

## AGENDA REPORT

Subject: Prescient Computer Services Contract

Prepared by: Ed McKee, Finance Director

Date: December 1, 2011

Reference: None

The Village has one full-time data processing employee and we supplement our computer support needs on a contractual basis. The Village uses contracted labor from Prescient Solutions for the network equipment, PC's, communication devices, and software development ideas. Additionally, the Village contracts several other areas of computer support such as SCADA and GIS as needed to support specific hardware and software needs.

The Village has a long relationship with Prescient and some of their employees. They have been able to provide the Village with good service at a fair price and can address complex issues and problems that sometimes happen when interfacing with the criminal justice system, ambulance reporting system, and other outside partners.

Over the years, other Villages have moved to outsourcing as a model to provide the necessary support to meet the ever increasingly complex computer needs. The advantage of using an outside firm for these services is that you can draw upon the lessons learned at other clients to keep the learning curve and costs for Winnetka reasonable. Over the course of a year, the Village will pay Prescient around \$75,000 for their services.

I have met with Prescient representatives who have indicated that all of their other clients have signed the attached agreements. These agreements are needed in part to meet their insurance carrier requirements.

Three options have been identified for the Council to consider:

- 1) Authorize the Manager to sign the agreement (staff recommendation).
- 2) Hire a consultant to review the current arrangement to confirm it is appropriate in today's environment (estimated consultant cost \$3,600 + 15 hours staff time).
- 3) Go through an RFQ / RFP process to generate the option of selecting a new vendor if desired. Staff estimates the associated consultant costs for this option at \$10,000 and an opportunity cost of 80 to 120 hours of Village staff time to facilitate a change.

**Recommendation:** Provide policy direction.

## SERVICES AGREEMENT

This Services Agreement (the "Agreement") made and entered into on the Effective Date (as defined below) by and between the Village of Winnetka, ("Winnetka"), with its principal place of business at 510 Green Bay Road, Winnetka, IL 60093, and **Prescient Development, Inc.**, an Illinois corporation, transacting business under the assumed name in Illinois, Prescient Solutions, with offices at 1515 Woodfield Road, Suite 880, Schaumburg, IL 60173 ("Prescient") Winnetka and Prescient being sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

**WHEREAS**, Prescient provides staff augmentation consulting services related to computer network services; and

**WHEREAS**, Prescient has available a staff of individuals to perform the service obligations set forth more fully in detail herein ("Consultants").

**WHEREAS**, Winnetka wishes to have Prescient supply Consultants directly to Winnetka and Prescient wishes to provide such Consultants to Winnetka.

**NOW, THEREFORE**, Prescient and Winnetka, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, agree as follows:

### **1. CONSULTANT SERVICES**

1.1. During the Term (as defined below) of this Agreement, Prescient agrees to supply Consultants, who shall in all cases be employees of Prescient, to provide for Winnetka those services set forth on Attachment A which is hereby made an integral part of the Agreement (the "Services").

1.2. During the Term (as defined below), Winnetka may place orders with outside contractors for projects and/or different types of services and activities as needed by Winnetka, and in such cases, Winnetka agrees to provide Prescient prior written notification of any projects or activities which will overlap with the Services provided by Prescient. If both Prescient and one of Winnetka's contractor's are working on separate tasks simultaneously, Winnetka hereby agrees to cause its contractors to work in harmony with Prescient's Consultants so as not to cause any delay by Prescient's Consultant's in completing its work obligations hereunder. Prescient shall not be liable for services, work product, deliverables and/or materials provided by a third Party to Winnetka.

1.3. Winnetka shall designate to Prescient in writing its authorized representative(s) who shall place requests for Consultants by telephoning, faxing or e-mailing Prescient. For purposes of this Section 1.3., the contact information with respect to any requests made by Winnetka to Prescient for Consultants is as follows:

Ms. Kim Lindeman, CFO  
Prescient Development, Inc.

c/o 1083 S. Salem Drive  
Schaumburg, IL 60193  
Telephone 847-524-1322  
Fax 847-524-1070

Email at [klindeman@prescientsolutions.com](mailto:klindeman@prescientsolutions.com)

Prescient shall notify Winnetka in writing of any changes to the contact information.

1.4. Consultants will report to Winnetka management, or the supervisor specified on a Work Order (as defined below) at the prescribed time indicated. Winnetka will observe and advise the assigned Consultant in performing the agreed upon duties.

1.5. Winnetka acknowledges that Prescient has not agreed to provide any services other than Services set forth in Attachment A. Requests for services and/or activities which are not set forth in Attachment A shall be accompanied by a written description of the project and/or the specific type of services and activities needed by Winnetka ("Work Order"). The Work Order shall also set forth the scope of the project and deliverables, if applicable. Prescient shall endeavor to provide appropriate Consultants to staff additional Work Order requests at the request of Winnetka, but failure to do so shall not be considered a default of the Agreement. Prescient shall specify in the Work Order the hourly or project rate it shall bill for its Consultants prior to the commencement of any such additional services requested by Winnetka. The Work Order shall be signed and dated by the Parties.

## **2. PRICING, INVOICING, AND PAYMENT TERMS**

2.1. Winnetka will pay Prescient for Services rendered by Prescient's employees, at the pricing set forth in Attachment A, or at such pricing as agreed upon in a signed written Work Order requesting services other than Services set forth in Attachment A. In addition to payment for Services, Winnetka will pay or reimburse Prescient: (i) all pre-approved hardware purchases and related and other expenses charged to Winnetka in carrying out its responsibilities and duties hereunder; and (ii) all costs and expenses (including, but not limited to, business and travel) incurred in performing Services for all of Prescient's employees assigned to Winnetka provided, however, upon request of Winnetka Prescient shall submit a statement in reasonable detail reporting such expenditures.

2.2. Prescient will submit invoices to Winnetka on a monthly basis. Along with such invoices, Prescient will include vouchers or invoices or other evidence of payment or liability. The Winnetka Village Board of Trustees ("Board") meets minimally on a monthly basis. Prescient shall submit its requests for payment to Winnetka not less than ten (10) working days prior to a Board meeting which Winnetka deems sufficient time within which to review and approve said requests. Winnetka shall make payments to Prescient in compliance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* (the "Act"), and that any payments not received by Prescient in compliance with the Act shall constitute a default hereof entitling

Prescient to terminate this Agreement.

Invoices will be submitted for payment by mail delivery to:

Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093  
Attn: Ed McKee

2.3. Winnetka has sixty days (60) from receipt of invoice to notify Prescient of any errors or omissions relating to invoices to Winnetka for the services of Prescient. Failure by Winnetka to notify Prescient within such time period constitutes waiver of any objections related thereto.

### **3. RESPONSIBILITIES OF THE PARTIES.**

3.1. Employer of Consultants. Prescient represents that it is and will be the employer of any Consultants it assigns to Winnetka.

3.2. Prescient's General Duties. Prescient will recruit, interview, select, hire and assign, control and direct Consultants who, in Prescient's judgment, are qualified to perform the Services and any additional services pursuant to a valid Work Order. As the employer, Prescient will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees; (v) provide for liability insurance as specified in this Agreement; (vi) provide workers' compensation insurance coverage in amounts as required by law; and (vii) abide by Winnetka's policies and procedures with respect to the observance of holidays, workweek, and dress code. Winnetka shall provide all Consultants with a copy of the current Winnetka policies and procedures in these areas prior to the reporting to Winnetka management. In addition, Winnetka agrees to provide Consultants with all amendments to such policies and procedures as soon as they become available.

#### **3.3. Confidentiality.**

3.3.1. Prescient agrees that it and its Consultants assigned to Winnetka will not disclose any information learned during the performance of this Agreement relating to the business of Winnetka that is, in fact, confidential (including, without limitation, all proprietary information and trade secrets of Winnetka) for any purpose, provided, however, Prescient and its Consultants may disclose such information under any of the following circumstances: (1) disclosure thereof in good faith by a Consultant in connection with the performance of Services or

- Status Reporting - Automated Monthly reporting
  - Monthly Customer Communications
    - Quality/Customer Satisfaction Review
    - Project/Milestone Timeline Management
    - Staffing/Personnel Review
  - Site Engineer Management
    - Personnel/HR Management
    - Schedule Management
    - Emergency/Project Service Remediation Team Management
    - Communications
- Emergency Service Restoration and Audit/Project Team – to be billed on an Hourly Time and Material Basis

## **B. Systems Documentation and Knowledge Management**

- Account Services Manual
  - Escalation Processes and Contacts
    - Onsite Engineers, Account Relationship Manager, CIO/COO
    - Client escalation priorities
  - Problem Management
  - Service Management
    - Client Services Definitions/Categories
  - Quality of Service Assurance
  - IT Reference Information
    - Diagrams
    - Inventory
    - Defined configurations of all devices (infrastructure, servers, workstations, etc.)
- Status Reporting – Monthly
- Time Reporting – Weekly hours and tasks descriptions
- Annual Reviews

services or activities pursuant to any valid Work Order; (2) disclosure which Consultant is advised by counsel is required by a court or other governmental agency or competent jurisdiction, provided that Consultant first gives Winnetka written notice and an opportunity to prevent such disclosure or otherwise seek protection of such information, or (3) disclosure by Consultant of any such information or data which is generally known within the industry or available from other persons who do not have a fiduciary duty or obligation of confidentiality to Winnetka.

3.3.2. Notwithstanding any other provision of this Agreement, Winnetka acknowledges that Prescient and its Consultants are active, experienced and knowledgeable about the industry in which Winnetka operates, and it is impossible for Prescient and its Consultants to learn information relating to the business of Winnetka, or acquire ideas, know-how or technical knowledge during the Term arising out of any customized applications developed by Prescient for Winnetka's specific use ("Application Development") , and not have it affect their understanding of the industry in which Winnetka operates, its competitors and customers, and that such understanding may affect what Prescient and its Consultants do in the future within the industry, and Winnetka does not expect nor request that Prescient and its Consultants forget what they have learned from Winnetka which may be confidential. Prescient's, and its Consultants' promises of nondisclosure of the information, is limited to direct express disclosure, whether written or verbal, of information which is confidential, in fact, to third parties.

3.3.3. The Parties agree that the pricing and billing rate agreed upon in Attachment A, or in any valid Work Order, is a confidential matter between Prescient and Winnetka, and except as required by law, or to inform its legal and/or financial advisors, neither Party will divulge or disclose the pricing or billing rates without the prior express written permission of the other Party. However, Prescient understands and agrees that the Village, as a public body, is subject to and obligated to comply with the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and that this Agreement, Attachment "A", Work Orders, and other documentation connected with this matter may be subject to disclosure in whole or part under that act.

3.4. Orientation. Winnetka is responsible for ensuring that Consultants assigned by Prescient attend orientation meetings regarding procedures and expectations of Winnetka relating to the Services.

3.5. Reports and Information. As reasonably requested by Winnetka, but in no event more frequently than bi-weekly, Prescient will provide Winnetka with status reports of the Services rendered and any valid Work Orders hereunder.

3.6. Compliance. Prescient and all Consultants assigned by Prescient shall comply with all applicable laws, regulations, orders, ordinances, codes and standards, including identification and procurement of required permits, certificates, approvals and inspections, insurance coverage (including workers' compensation), proper withholding and submission of social security and income taxes and any other laws, which subsequently become applicable to Prescient or to Prescient's employees or agents, in performance under this Agreement.

3.7. Performance. Prescient shall fill requests for skill levels only and not individuals. Should Winnetka become dissatisfied with the performance of a Consultant, Winnetka shall notify Prescient in writing with details of the unsatisfactory performance and Prescient shall make every effort to replace that person with an individual of the same skill level on a temporary basis as soon as reasonably practical, but no later than ten (10) business days, and with an individual on a permanent basis within twenty (20) business days following Winnetka's written request, provided, however, such request does not violate any federal or state employment laws. Notwithstanding anything contained in this Agreement to the contrary, this Agreement will not in any way affect the right of Prescient, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its Consultants, including those Consultants placed at Winnetka hereunder. It is the Parties desire to provide the best possible climate for achievement of the goals of the Parties. In order to maintain an atmosphere where these goals can be accomplished, the Parties recognize and agree that communications will be open so that problems can be discussed and resolved in a mutually respectful atmosphere taking into account individual circumstances and the individual Consultant. The Parties believe that by communicating with each other, any difficulties that may arise will be resolved.

3.8. Reassignment of Consultants. Prescient will supply Consultants to Winnetka who possess a level of skill commensurate with that necessary in order to provide the Services and not individuals. Winnetka acknowledges and agrees that from time to time during the Term, a Consultant's skill level may change necessitating a shift in job responsibilities, an increase in Consultant's compensation and a new assignment. Winnetka acknowledges and agrees Prescient shall have the exclusive right, exercisable by Prescient, to reassign or transfer, either permanently or temporarily, Consultants assigned to Winnetka, but Prescient shall (i) provide Winnetka twenty (20) business days prior notice of such reassignment or transfer; and (ii) through the assignment of replacement personnel, assure Winnetka that such new personnel assigned to Winnetka possess a level of skill initially required in order to perform Services.

3.9. Ownership. Any deliverables made available to Winnetka as part of the Services rendered herein by Prescient, including all software and programming (the "Deliverables"), shall become the exclusive property of Winnetka and Prescient. The Village is authorized, without further permission from Prescient, to modify and dispose of and, subject to limitations of any license, copyright, or other such restriction, reuse or adapt any deliverable.

3.10. Permissions and Representations of Winnetka. Winnetka represents and warrants

to Prescient that it has or shall obtain prior to Prescient rendering Services hereunder any and all consents, permissions, authority and licenses to use and modify all computer software and programs that are the subject, or within the scope, of Services or valid Work Order(s); that said consents, permissions, authority and licenses shall be to use the operating systems programs and related supporting documentation, including all software, together with all future updated versions thereof; and that said licenses to use and modify all computer software are fully paid up and valid. Winnetka agrees to indemnify and save harmless Prescient and its respective officers, agents and employees from any liability and expenses arising out of (i) any breach, inaccuracy, misrepresentation or untruth of any representation or warranty of Winnetka hereunder; or (ii) any alleged patent or copyright or modification of the computer programs to be serviced by Prescient. The representations and warranties made by Winnetka in this Section shall survive the termination of this Agreement.

#### **4. TERM AND TERMINATION**

4.1. This Agreement shall be deemed to have commenced on the Effective Date and shall continue for a period of three (3) years or until terminated as hereinafter provided (the "Term"). For purposes hereof, the Effective Date means December 1, 2011.

Upon the expiration of the Term, Winnetka shall have the option to extend this Agreement for an additional three (3)-year period (the "Additional Term"). The Additional Term shall be on the same terms and conditions as the Term. In the event Winnetka elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Term. Prescient shall have the right to refuse Winnetka option by providing Winnetka with written notice of said refusal; however, in such an event, this Agreement shall terminate one hundred eighty (180) days after Winnetka's receipt of said refusal.

4.2. Both Prescient and Winnetka shall have the right to immediately terminate this Agreement in whole in the event of any material breach of the obligations set forth in this Agreement by the other Party, other than Winnetka's failure to pay Prescient's invoices in accordance with the provisions of Section 2, upon written notice.

4.3. Prescient shall have the right to terminate this Agreement in whole in the event Winnetka fails to pay Prescient's invoices in accordance with the provisions of Section 2 by providing ten (10) business days prior written notice to Winnetka of its intent to terminate this Agreement pursuant to the provisions of this Section 4.3.

4.4. After twelve (12) months following the commencement of Services, either Party shall have the right to terminate this Agreement for any reason by providing the other Party with ninety (90) days advance written notice thereof.

4.5. In the event of termination of this Agreement, Prescient will remove its Consultant's from performing Services from and after the date of termination. However, with respect to current

Work Orders, each Consultant will continue the assignment through the period of time referenced on such Work Order unless it is determined there is a failure to perform the job function required, or the assignment has terminated for other reasons, provided, however, Prescient may remove its Consultants from assignment at Winnetka prior to completion of assignment if the reason for termination was Winnetka's failure to pay Prescient in accordance with the provisions of Section 2.

4.6. Non-Solicitation. During the term of this Agreement and for a period of two years following the end of the Term (or any Additional Term if applicable) for any reason, except with the prior written consent of the other party, each party agrees that it will not, directly or indirectly, on its own behalf or on behalf of any other person or entity:

(a) Solicit, induce or attempt to solicit or induce for hire, employment or other work arrangement any then current employee of the other party or any individual who was an employee of the other party within the one year period prior to such solicitation, inducement or attempted solicitation or inducement (collectively "Employee");

(b) Hire, employ, or utilize the services of, whether directly, indirectly or through a third party, any Employee of the other party; and/or

(c) Engage in any act that would interfere or attempt to interfere with the relationship between the other party and any Employee or attempt in any manner to cause an Employee to modify or terminate its relationship with the other party.

4.7. The Parties further agree that the provisions of Sections 2, 3, 4, 7, 8 and 9 shall survive the termination of the Agreement.

## **5. RELATIONSHIP OF THE PARTIES**

At all times during the Term of this Agreement Prescient shall retain its independent status, and Prescient and its Consultants are and shall at all times be independent contractors to Winnetka. The Consultants assigned to Winnetka under this Agreement shall remain employees of Prescient and shall not by reason of their assignment to Winnetka become employees of Winnetka.

## **6. INSURANCE**

6.1. Prescient will procure and maintain insurance during the Term of this Agreement, and upon request shall provide Winnetka with a certificate of such insurance which names Winnetka, and its officers, agents and employees as additional insureds, covering the following risks:

(i) Commercial General Liability -- \$1,000,000.00 per occurrence,

- \$2,000,000.00 aggregate;
- (ii) Worker's Compensation -- Statutory Limits;
- (iii) Employer's Liability -- \$1,000,000.00;
- (iv) Umbrella Liability -- 1,000,000.00; and
- (v) Auto Liability - \$1,000,000.00 hired and non-owned motor vehicle coverage.

6.2. If Prescient's certificate of insurance or policy of insurance expires, or is cancelled during the Term of this Agreement, or is materially modified, Prescient shall so advise Winnetka. Prescient shall furnish evidence of coverage prior to any services being performed at Winnetka, in the form of a Certificate of Insurance which names Winnetka, and its officers, agents and employees, as additional insureds. Winnetka shall maintain insurance and/or otherwise assume the entire risk of loss for and damage to all Winnetka equipment and any risks, including monetary damages and losses which may arise due to acts of God and any circumstances that are beyond Prescient's reasonable control.

## **7. INDEMNIFICATION AND LIMITATION OF LIABILITY**

7.1. Subject to the limitations as hereinafter set forth, Prescient assumes and agrees to indemnify and save harmless Winnetka and its officers, agents and employees from any liability and expenses with respect to claims for bodily injury or death or property loss or damage by whomsoever such claim may be asserted, which claims are based in whole or in part upon any negligent act or omission on the part of Prescient, its agents, servants, or employees in providing Services, or any services pursuant to a valid Work Order.

7.2. Winnetka will provide Prescient prompt written notice of the assertion of any claim related to this indemnification, along with any information in the possession of Winnetka related to such claim, so as to permit Prescient reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Prescient.

7.3. Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall either Party be liable for any incidental, special, exemplary, punitive, consequential, indirect or similar damages or expense, whatsoever, (including without limitation, damages for any loss of business profits, business interruption, loss of business information, loss of data, computer failure or malfunction, loss of equipment, facilities or services, or any other pecuniary loss) under or in connection with this Agreement, regardless of how characterized and even if such Party has been advised of the possibility of such damages, however, this provision shall not apply to any violation of the provisions of Sections 2, 3.9., 3.10., 4.3., 4.6 and 10 by either Party.

7.4. Notwithstanding anything mentioned in this Agreement to the contrary, Prescient will not be liable to Winnetka to the extent that the aggregate amount of loss, claim, damage,

cost, expense or liability is determined by a final judgment by a court to be greater than the amount paid by Winnetka to Prescient during the twelve (12) month period immediately preceding the date on which the event, which is the subject matter of a claim brought by Winnetka against Prescient, is said to have occurred.

## **8. DISCLAIMER OF IMPLIED WARRANTIES AND OUTAGES OR NETWORK FAILURES**

8.1. The Parties acknowledge that the Application Development and Deliverables are provided "AS IS" and may not be functional on any machine or in any environment. **PRESCIENT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Prescient makes no warranty as to the accuracy, correctness, or completeness of any information obtained through the use of the Application Development and/or Deliverables and will not be legally responsible for (i) any errors or omissions arising from the use of any such information, (ii) any failures, delays, or interruptions in the delivery of any information related to the Application Development and/or Deliverables, or (iii) losses or damages arising from the use of the information obtained through use of the Application Development and/or Deliverables.

8.2. Winnetka agrees that Prescient shall not be liable to Winnetka for any loss or damage sustained by Winnetka arising out of any outages or failures of networks or information systems.

## **9. NOTICES**

9.1. Except as provided in Section 1.3., Any notices or demands which may be or are required to be given by either party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (i) by hand delivery; (ii) by United States certified mail, postage prepaid; or (iii) if sent by nationally recognized overnight carrier, addressed to Prescient or Winnetka, respectively, at the following addresses, or at such other place as Prescient or Winnetka may from time to time designate in writing:

If to Winnetka:

Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093  
Attention: Ed McKee

If to Prescient:

Ms. Kim Lindeman, CFO

Prescient Development, Inc.  
c/o 1083 S. Salem Drive  
Schaumburg, IL 60193

9.2. All notices, demands and payments will be deemed to be received: (i) if given by hand delivery, when delivered in person; or (ii) if given by certified mail, four (4) business days after deposit in the United States mail; or (iii) after one business day if sent by nationally recognized overnight carrier.

## **10. REMEDIES**

10.1. If any action is brought by a Party for the violation of any of the covenants in Sections 3 or 4, the other Party acknowledges and agrees that because of the immediate and irreparable injury which would be sustained by such Party if such violation were to continue, an order may be entered enjoining the other Party from violating any such covenant, either temporarily, preliminarily or as a part of a final judgment in the litigation, all without a requirement that such Party post bond. If contrary to this provision, a court shall require a Party to post bond in connection with the entry of an injunctive order, the Parties agree that such bond shall be without surety, and may stand as such Party's own undertaking. A Party's application for injunctive relief shall not prejudice any other claim or cause of action which such Party may pursue by reason of the violation of any of the covenants in Sections 2, 3 or 4, nor shall it prejudice such Party's right to maintain any other claim or cause of action under this Agreement.

10.2. In the event of any legal proceeding brought by a Party regarding Sections 2, 3 or 4 of this Agreement, the other Party agrees to pay to such Party all costs, including reasonable attorney fees, court costs and ancillary expenses incurred by such Party in enforcing its rights hereunder. If litigation is necessary to enforce the covenants contained in Sections 2, 3 or 4 of this Agreement, both Parties agree to submit to the jurisdiction of the Courts of the State of Illinois and agree that exclusive venue shall be proper in the Circuit Court of DuPage County, Illinois.

10.3. If any provision contained in Sections 2, 3 or 4 shall be determined by any court of competent jurisdiction to be unenforceable as a consequence of imposing overly broad restrictions, such restrictions shall be interpreted as broadly as permissible, and such unenforceability shall not affect any other provision of this Agreement.

## **11. MISCELLANEOUS**

11.1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. This

Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party, without the prior express written consent of the other Party, may assign this Agreement, or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate (provided the assigning or delegating Party guaranties the Affiliate's performance) or to any successor to all or substantially all of its interest in the business to which this Agreement relates, provided, however, in such event, the Party seeking assignment of this Agreement shall notify the other Party of its desire to assign the Agreement. Under such circumstance, the other Party shall have thirty (30) days from the date of notice within which to notify the Party desiring to assign the Agreement of said non-assigning Party's election to elect to terminate this Agreement. As used herein, "Affiliate" of a Party shall mean any corporation or other business entity controlled by, controlling or under common control with such Party.

11.2. **Governing Law.** The terms of this Agreement shall be construed and take effect in all respects in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. The exclusive jurisdiction for all claims and controversies arising hereunder shall be the Circuit Court of DuPage County, Illinois.

11.3. **Compliance With Laws.** In the performance of this Agreement, each party agrees to comply with all applicable laws, rules, and regulations.

11.4. **Severability.** The terms of this Agreement are separate and divisible. A conclusion of law that one or more provisions are void or voidable will not void the entire Agreement. Wherever possible, the terms of this Agreement shall be interpreted and construed so as to permit its enforceability.

11.5. **No Waiver.** No waiver of a breach of any provision of this agreement shall be construed as a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this agreement shall be construed as a waiver of such breach.

11.6. **Force Majeure.** Neither Party to this Agreement shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, riot, insurrection, fire, flood, tornado, natural calamity, act of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body, strike or other labor activities, shipping or transport delays, materials or labor shortage, or accident or plant breakdown not caused by the fault or neglect of a Party, then that Party shall be excused from such performance to the extent of the "force majeure." The Party so affected shall give prompt notice to the other Party, by any method appropriate under the circumstances. The Party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further continue on and use its best efforts to complete full performance of this agreement when such causes are removed.

11.7. Survival. Any obligations of a Party hereunder which by their nature would continue beyond the termination or expiration of this Agreement shall survive such termination or expiration.

11.8. Complete Understanding. This Agreement and Attachment A constitute the entire agreement between the Parties, superseding any prior understandings, arrangements or agreements whether in writing or oral. This Agreement embodies the entire agreement between the Parties hereto. Any amendment or modification or other change in the provisions of this Agreement must be made in writing and signed by both Parties to be effective.

11.9. Headings. The headings and titles used herein are for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

11.10. Drafting. The Parties have had an equal opportunity to participate in the drafting of this Agreement and Attachment A. No ambiguity will be construed against any Party based upon a claim that the Party drafted the ambiguous language.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

**VILLAGE OF WINNETKA,  
an Illinois municipality**

**PRESCIENT DEVELOPMENT, INC.,  
an Illinois corporation**

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

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

Its: \_\_\_\_\_

Its: CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

**Attachment to Services Agreement**

In accordance with the Services Agreement (the "Agreement"), effective December 1, 2011 and signed between **Prescient Development, Inc.**, doing business under the assumed name in Illinois, **Prescient Solutions**, ("Prescient") with its principal offices and business 1515 Woodfield Road, Suite 880, Schaumburg, IL 60173 and the **Village of Winnetka** ("Winnetka") with its principal place of business at 510 Green Bay Road, Winnetka, IL 60093, this Attachment A is an integral part thereof.

**Prescient Resources**

Prescient will provide the following resources over the term of this Agreement.

- Core Resources

<u>Resource Type</u>	<u>Number of Resources</u>
Systems Administrator/Network Engineer/Help Desk	.40

- Unless otherwise agreed upon by Prescient and Winnetka, all day to day support is to be accomplished two (2) days per week, Monday through Friday between 7:00am and 6:00pm local time. All additional projects outside the scope of this Attachment A will continue to be bid to Winnetka on a per project basis.

**Additional Resource Rate Structure**

At the request of Winnetka, Prescient may provide additional resources outside the scope of this Agreement to Winnetka for non-project based short-term tasks. Prescient will provide these tasks to Winnetka based on the following Time and Material rates.

<u>Resource Type</u>	<u>Time and Material Rate</u>
Network Administrator	\$85/Hour
Application Development Engineer	\$104/Hour
Senior Application Development Engineer	\$130/Hour

Prescient will review long term services and tasks or specific projects and propose them on a per project basis.

### **Agreement Reviews**

Winnetka and Prescient Development will schedule and perform the following Agreement reviews:

- Semi-annual Task List Review
  - List all Current Tasks and their status
  - Define New Tasks and Priorities
- Annual Contract Review

### **Agreement Dates and Payment Schedule**

The Agreement to perform services will run over a **thirty six (36) month contract period**. Services defined below will be billed monthly to Winnetka at **\$85 per hour**.

Years 2 thru 3 of the contract will follow the above referenced payment schedule. However, the contract provides for an annual increase based on the Consumer Price Index for the Chicago-Kenosha-Gary Area (CPI), but not to exceed five (5) percent. However by agreement of the parties the annual amount may be increased or decreased at the Annual Contract Review based on a reassessment of resources, changing market conditions, CPI, or addition of new projects. An Annual Contract Review shall take place on a date that is no less than 90 days prior to the Agreement Anniversary Date. The Agreement Anniversary Date means the anniversary of the Effective Date of the Agreement.

The Village of Winnetka shall have the option to extend the Support Services Agreement for an additional three (3) year period. The additional Support Services term shall be on the same terms and conditions as the original Support Services Term. In the event Village of Winnetka elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Support Services Term.

### **Scope of Work (Changes to Scope of Work will be mutually agreed upon)**

#### **A. Professional Services**

- Account Management

- Status Reporting - Automated Monthly reporting
  - Monthly Customer Communications
    - Quality/Customer Satisfaction Review
    - Project/Milestone Timeline Management
    - Staffing/Personnel Review
  - Site Engineer Management
    - Personnel/HR Management
    - Schedule Management
    - Emergency/Project Service Remediation Team Management
    - Communications
- Emergency Service Restoration and Audit/Project Team – to be billed on an Hourly Time and Material Basis

## **B. Systems Documentation and Knowledge Management**

- Account Services Manual
  - Escalation Processes and Contacts
    - Onsite Engineers, Account Relationship Manager, CIO/COO
    - Client escalation priorities
  - Problem Management
  - Service Management
    - Client Services Definitions/Categories
  - Quality of Service Assurance
  - IT Reference Information
    - Diagrams
    - Inventory
    - Defined configurations of all devices (infrastructure, servers, workstations, etc.)
- Status Reporting – Monthly
- Time Reporting – Weekly hours and tasks descriptions
- Annual Reviews

### **C. Day-to-Day support – to be provided two (2) days per week**

- **Maintenance of Servers**
  - Monitor System Resources on each server
  - Monitor Daily Backup Operations on each server
  - Monitor and Correct Operating System Errors on each server
  - Review, Download and Install Microsoft Service Packs as necessary for each server
  - Review, Download and Install Microsoft Security Updates as necessary for each server
  - Review, Download and Install Antivirus Updates for each server
- **User Administration**
  - Add, Change and Delete Users to Corporate Servers
  - Maintain Security and Authentication standards for Server Users
  - Add, Change and Delete File and Share Permissions for Server Users
  - Monitor Security Log for user violations
- **Additional Server support (including installation of new servers, migration of other servers, re-installation and/or upgrading of existing servers) to be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing contracted onsite technicians. Any additional resources required to meet increased time frames may be billed on a Time and Material Basis over and above the “Daily Support Contract” or added as an addendum to the “Daily Support Contract”.**
- **Manage Switches and Internet Routers**
  - Monitor Routers and Switch for Performance
  - Maintain Cisco IOS and Configurations
- **Manage Firewalls**
  - Modify Firewall configurations as required
  - Update Firewall IOS as required
- **Configuration, installation and support of additional Routers and Switches will be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing onsite contracted technicians.**

- Note: Any additional resources required to meet increased time frames may be completed on a Time and Material Basis over and above the “Daily Support Contract”.

**Additional Services**

- Prescient will continue to work closely with the Village of Winnetka to define cost savings initiatives and revenue recapturing projects
- Additional projects, tasks or days per week will be mutually agreed upon and performed on a Time and Material basis over and above the defined contract cost.

**Project Out of Scope:**

- Any item not mentioned in above task list.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

**VILLAGE OF WINNETKA,  
an Illinois municipality**

**PRESCIENT DEVELOPMENT, INC.,  
an Illinois corporation**

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

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

Its: \_\_\_\_\_

Its: CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM  
TO THE SERVICES AGREEMENT BETWEEN  
VILLAGE OF WINNETKA AND  
PRESCIENT DEVELOPMENT, INC.  
EFFECTIVE DECEMBER 1, 2011**

**THIS ADDENDUM**, made and entered into as of the date of the last signature hereto, supplements and amends the Services Agreement between Village of Winnetka ("Winnetka") and Prescient Development, Inc. ("Prescient") dated December 1, 2011 (hereinafter the "Contract").

This addendum describes the Terms and Termination of the Services Agreement and is hereby made an integral part of the Services Agreement.

All of the capitalized terms not otherwise defined in the Addendum have the same meaning as contained in the Contract. The following sections or paragraphs replace or are in addition to the respective sections or paragraphs contained in the Contract. In the event of conflict between this Addendum and the Contract, the terms contained in this Addendum shall prevail. The sections or paragraphs of the Contract that are not expressly replaced by this Addendum shall remain in effect for this project pursuant to their terms.

**4. TERM AND TERMINATION**

4.1. This Agreement shall be deemed to have commenced on the Effective Date and shall continue for a period of three (3) years or until terminated as hereinafter provided (the "Term"). For purposes hereof, the Effective Date means December 1, 2011.

Upon the expiration of the Term, Winnetka shall have the option to extend this Agreement for an additional three (3)-year period (the "Additional Term"). The Additional Term shall be on the same terms and conditions as the Term. In the event Winnetka elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Term. Prescient shall have the right to refuse Winnetka option by providing Winnetka with written notice of said refusal; however, in such an event, this Agreement shall terminate one hundred eighty (180) days after Winnetka's receipt of said refusal.

4.2. Both Prescient and Winnetka shall have the right to immediately terminate this Agreement in whole in the event of any material breach of the obligations set forth in this Agreement by the other Party, other than Winnetka's failure to pay Prescient's invoices in accordance with the provisions of Section 2, upon written notice.

4.3. Prescient shall have the right to terminate this Agreement in whole in

the event Winnetka fails to pay Prescient's invoices in accordance with the provisions of Section 2 by providing ten (10) business days prior written notice to Winnetka of its intent to terminate this Agreement pursuant to the provisions of this Section 4.3.

4.4. Following the commencement of Services, either Party shall have the right to terminate this Agreement for any reason by providing the other Party with ninety (90) days advance written notice thereof.

4.5. In the event of termination of this Agreement, Prescient will remove its Consultant's from performing Services from and after the date of termination. However, with respect to current Work Orders, each Consultant will continue the assignment through the period of time referenced on such Work Order unless it is determined there is a failure to perform the job function required, or the assignment has terminated for other reasons, provided, however, Prescient may remove its Consultants from assignment at Winnetka prior to completion of assignment if the reason for termination was Winnetka's failure to pay Prescient in accordance with the provisions of Section 2.

4.6. Non-Solicitation. During the term of this Agreement and for a period of two years following the end of the Term (or any Additional Term if applicable) for any reason, except with the prior written consent of the other party, each party agrees that it will not, directly or indirectly, on its own behalf or on behalf of any other person or entity:

(a) Solicit, induce or attempt to solicit or induce for hire, employment or other work arrangement any then current employee of the other party or any individual who was an employee of the other party within the one year period prior to such solicitation, inducement or attempted solicitation or inducement (collectively "Employee");

(b) Hire, employ, or utilize the services of, whether directly, indirectly or through a third party, any Employee of the other party; and/or

(c) Engage in any act that would interfere or attempt to interfere with the relationship between the other party and any Employee or attempt in any manner to cause an Employee to modify or terminate its relationship with the other party.

4.7. The Parties further agree that the provisions of Sections 2, 3, 4, 7, 8 and 9 shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

Village of Winnetka  
An Illinois municipality

PRESCIENT DEVELOPMENT, INC.  
An Illinois corporation

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

By: \_\_\_\_\_  
James Lagattuta

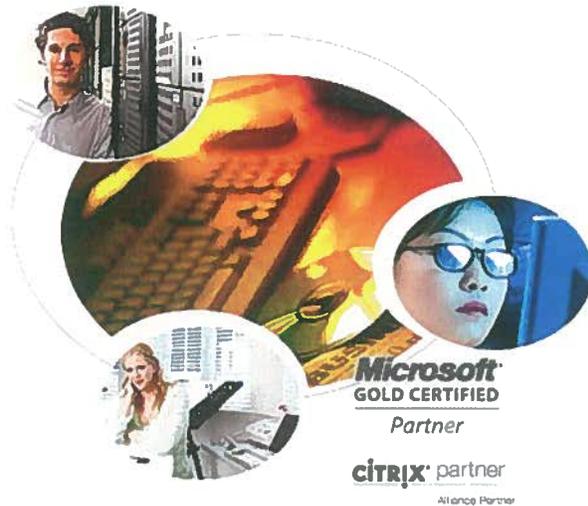
Its: \_\_\_\_\_

Its: CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## Thinking about Outsourcing IT? Unless it's your core business, you should.

For organizations in the Chicago area, a partnership with Prescient Solutions means gaining a new competitive advantage.

Prescient provides on-site technicians who function as if they were your own IT Department: we become your IT helpdesk, wide-area network, and programmers, but that is only part of our value. We also provide Strategic guidance in the form of Professional CIO, Director, and Account Relationship Management services.

With 15 years in business and nearly 90 consultants, Prescient has an **excellent reputation** for providing IT support to enterprise business clients and local governmental agencies.

As one of Chicago's top IT outsourcing firms, we can be your CIO, Help Desk or anything in between.

### How can you lower your overall IT costs?

We audit your existing IT infrastructure to recommend fixed spending levels and prescribe a cost-effective IT strategy:

**Strategic spending vs. Maintenance mode** If cost containment is your primary strategy, Prescient can help you make the most of existing systems. As new technology becomes necessary, we'll make sure you don't overspend.

**Security** We understand that not all data is top secret. However, most data, if compromised or stolen, represents exposure to your organization. As a member of the Department of Homeland Security's Cyber Security Task Force, Prescient CIO Jerry Irvine can help you craft a security plan that's optimized for risk, performance, and cost.

**Performance** If customers and employees can't access information quickly, they will simply not use the systems you've implemented (at significant cost to your organization). We'll make sure your business can deliver information as needed.

**Reliability** Some applications require 24x7x365 availability while others do not. We'll study your environment and develop backup and continuity plans in direct proportion to the cost of outages.

Call 847-240-3900 to get an Audit estimate.

### A few of the services we provide:

#### IT Strategic Planning / Virtual CIO Services

IT Cost Benefit Analysis  
 System Audit & Vulnerability Assessments

### **LAN / WAN / Internet Services**

- Disaster Recovery / Backup Procedures
- Infrastructure Security
- Systems Design, Migrations and Integration
- Voice over IP
- Wireless Technologies

### **Network Servers and Application Support**

- Computer Aided Dispatch Support
- Directory Service Design, Migrations and Implementation
- Disaster Recovery / Backup Procedures
- Email / Email Security Deployments, Migrations and Support
- Geographic Information System Support
- ERP Support (Dynamics, Hyperion)
- Microsoft Back Office

### **Helpdesk**

- Desktop Implementation, Migration and Support
- End User Support and Training

### **Application Development**

- Database Design, Implementation and Administration
- Web Application Development ( ASP, ASP.NET, PHP )
- Windows Application Development ( C#, VB.NET, C++ )

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Prescient Development, Inc., an Illinois corporation, transacting business under the assumed name in Illinois, Prescient Solutions, with offices at 1025 Mountain Drive, Deerfield, IL 60015, was founded on December 12, 1996 and has grown to over eighty-five (85) IT professionals in the Chicago area.

Prescient's main office is located at 1515 Woodfield Suite 880, Schaumburg, IL 60173. However, we work in a distributed office environment since most Prescient employees work at their assigned customer locations on a full-time basis. Prescient provides services primarily at Chicagoland municipalities and mid-size manufacturers/distributors in the private sector.

Our services include, but are not limited to: IT infrastructure management, Helpdesk, Server/System administration, WAN/LAN design and administration, Database administration, Programming and Application Development (i.e., SharePoint, SQL, Hyperion, etc.), IT Director and CIO services, and Strategic Planning.

Prescient has been working with municipalities like the Village of Winnetka for nearly a dozen years and have worked with several others in the past 5-7 years, including the Villages of Glenview, Lombard, Bensenville, Lisle, Glen Ellyn, Buffalo Grove, and other public agencies like DU-COMM (the DuPage County 911 Dispatch Center), Northwest Central Dispatch System, and MABAS, an agency offering specialized support, equipment and operations teams to emergency response teams across the region.

## Agenda Report

**Subject:**                    **Bid 011-025: Portable Asphalt Recycling/Hot Patcher**

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

**Date:**                      November 30, 2011

The Village performs maintenance and repair of asphalt roadways, and restoration of utility cuts, using asphalt materials installed by Village personnel. Asphalt materials are trucked from a local asphalt provider to jobsites via Village trucks. Generally this process works well and results in a quality patch, but there are some circumstances that limit the effectiveness of this approach. One such factor is the time limit for which asphalt stays sufficiently hot to remain a workable material. The haul distance from local asphalt plants, and the smaller size of many repairs and utility cuts, causes a relatively long time between asphalt pickup and final placement. During cooler weather this can cause asphalt to cool below effective and proper installation temperatures.

In an effort to alleviate this issue, staff has evaluated several systems consisting of self-contained heating units within the rear dump bodies of trucks, that serve to keep asphalt in the recommended temperature range for extended time periods. These units are effectively used by neighboring municipalities, including. Evanston and Glencoe, to extend the working time of asphalt and also to extend the paving season.

In addition to prolonging asphalt working times, these units allow for more effective winter maintenance (pothole patching) by allowing the use of hot materials during winter, and will even allow for some limited recycling of excavated asphalt pavement materials. This will improve the quality and durability of temporary winter patches and reduce the Villages reliance on and expenditures for cold-patch materials.

The FY 2011-2012 Budget contains \$60,000 in account 10-30-640-138 for this purchase. Staff solicited bids for a heated box that would be compatible with existing chassis in our fleet, and the Village received three responses to this bid advertisement, summarized below. All three bids meet the Village’s minimum specifications.

<b>Vendor</b>	<b>Bid Price</b>
Falcon Road Maintenance Equipment, Midland, MI	\$35,747
McGrath Municipal Equipment, Springfield, NJ	\$38,950
W.A. Jones Truck Bodies & Equipment, Columbia City, IN	\$44,729

After evaluation of bids, staff recommends awarding Bid 011-025 to Falcon Road Maintenance Equipment of Midland, Michigan in the amount of \$35,747, the lowest qualified bidder.

**Recommendation:**

Consider awarding Bid 011-025 to Falcon Road Maintenance Equipment of Midland, Michigan in the amount of \$35,747 for the purchase of a Falcon 6-ton Asphalt Recycler.

## MEMORANDUM

To: Winnetka Village Council  
From: Jeffrey G. Liss (Winnetka CAG representative)  
Date: December 1, 2011  
Re: WILLOW ROAD COMMUNITY ADVISORY GROUP (CAG)

The 25-person CAG was created by the Illinois Department of Transportation in the fall of 2009 under its Context Sensitive Solutions (CSS) policy and procedures for a consideration of its Willow Road Study of the 1.2 mile 2-lane segment of Willow Road in Northfield between Edens Expressway (I-94) and Waukegan Road (IL Route 43). Thirteen members were from Northfield, two were from Winnetka (Jeffrey Liss and Penny Lanphier, with Becky Hurley as an alternate), and the rest were from Northbrook, Glenview, and At-Large planning community members.

The CSS procedures include, inter alia, pedestrian safety, bike pathways, aesthetics, environmental ramifications, proximity to schools, parks and other institutions, and in this particular situation both (i) balancing Willow Road's role as a Northfield "main street" with its regional role as a major through-route and (ii) cut-through traffic avoiding Willow and causing safety and congestion issues in neighboring streets and neighboring communities.

The CAG held the last of its 12 meetings (plus two public forums) on November 10. A separate Technical Advisory Committee composed of village representatives and consultants and IDOT project staff also met twice during the two-year process. What emerged from the process was a plan, called the Recommended Plan, that evolved logically out of the data presented over the course of the process. No formal votes were ever taken. (It should be noted that Northfield has challenged some of that data and that Northfield CAG representatives have not formally or even informally signed off on the plan.)

**Purpose.** The focus was on improving mobility, safety, and facility condition on that stretch of Willow Road, but at all times it was emphasized that safety was the paramount concern, especially at the school crossings at Wagner and Sunset Ridge Roads.

**Data.** The process was based on the most recent national and state highway statistical traffic and safety data (2006- 2009) – e.g., Highway Safety Manual, Chicago Metropolitan Agency for Planning (CMAP) Travel Demand Model, Highway Capacity Manual, maps and Geographic Information System (GIS) – and on traffic projections for Willow Road in 2040.

**Process.** The CAG proceeded in four steps:

Step 1: Data Collection, which include conducting a Context Audit

Step 2: Determine Purpose & Need for the Project, which included identifying Transportation Needs

Step 3: Evaluate Alternatives, which included three rounds of evaluation that started broad and added more detail (below)

Step 4: Develop a Recommended Plan, which was based on the input heard from stakeholders and technical analysis

The following is a description of the three evaluation rounds that were conducted to evaluate the 16 alternatives proposed by the CAG. In each of the three evaluation rounds, the alternatives were compared to each other and compared to the no-build alternative. Construction cost and right-of-way impacts were also noted.

- Round 1: Initial screening of the 16 Willow Road regional and local alternatives against the purpose and need factors of safety, mobility, and road condition.
- Round 2: More detailed evaluation of impacts, costs, stakeholder input, comparison to the No-Build alternative, and a relative comparison of 5 local alternatives.
- Round 3: Detailed comparison of the two overall best local alternatives, Alternative 2 and Alternative 3 Modified.

**Round 1 – Initial Screening of Local and Regional Alternatives.** The CAG looked at local alternatives as well as possible regional solutions to see whether any of them could significantly and economically improve mobility along Willow. Among the regional alternatives considered were:

#### INTERCHANGE ALTERNATIVES

- A full interchange at I-294 and Lake Avenue
- A full interchange at I-294 and Dundee Road
- A full interchange at I-294 and I-94 (Edens Spur)
- A full interchange at I-94 (Edens Spur) and Waukegan Road
- Eliminate Eastbound Lane drop on Edens Spur
- A full interchange at I-94 and Dundee Road
- A full interchange at I-94 and Tower Road
- A full interchange at I-94 and Willow Road
- A full interchange at I-94 and Lake Avenue

#### OTHER PARALLEL ROUTE ALTERNATIVES

- Dundee Road: Add lanes IL 43 to I-94
- Lake Avenue: Add lanes IL 43 to I-94

The five local alternatives are described in Round 2 below.

The data showed that the regional alternatives would fail to address the Willow Road needs and that some of the local Willow Road alternatives were able to address some or all of the Willow Road needs. In addition, the regional alternatives involved more impacts and overall higher construction costs than the local alternatives. Therefore, only the local alternatives were carried forward for further evaluation in Round 2.

**Round 2 - Willow Road Alternatives.** The CAG, applying a variety of options from a “Pedestrian Safety Toolbox,” reviewed in greater detail the five Willow Road local alternatives, generically described as:

- **Alternative 1 – Willow Road No Build Plus:** A “No-Build Plus”(closing Old Willow intersection, cul de sacs East of Wagner, traffic signal upgrades) – Finding: not much better than a No-Build alternative; mobility Level of Service = F.
- **Alternative 2 – Willow Road 2-Lane with Continuous Median:** Willow Road 2-lane with median (closing Old Willow intersection, a continuous median (flush or curbed) traffic signal upgrades – Finding: very good for overall safety, and a barrier median best for pedestrian safety; no mobility improvements, Level of Service = F. Carried forward to Round 3 Analysis.
- **Alternative 2A – Willow Road 2-Lane with Median in Select Locations (Northfield 2005 Plan):** Willow Road 2-lane with median (the Northfield 2005 Plan\*) – Finding: relatively poor performing for overall safety and does not address mobility; Level of Service = F.
- **Alternative 3 – Willow Rd 4-Lane with Median (Painted or Curbed):** Willow Road 4-lane with continuous median (11' flush or 8' curbed) – Finding: curbed median performs better than flush median; best alternative for Level of Service, LOS = D; best addresses overall traffic pattern along surrounding roads. Carried forward to Round 3 Analysis (with modifications).
- **Alternative 4A & 4B – Willow Rd 3-Lane Unbalanced with Median:** Willow Road 3-lane unbalanced with flush painted median: (4A) 2 lanes in Westbound direction, 1 lane Eastbound. (4B) 1 lane in Westbound direction, 2 lanes Eastbound. Finding: OK for total crashes, not as good for pedestrian crashes; mobility good, but not as good as Alternative 3.
- **Alternative 5 – Willow Road 2-Lane with Roundabouts:** Willow Road 2-lane with roundabouts. Finding: best for total crashes, overall safety, but worst for pedestrian crashes; Level of service = F.

**\*Notes about the Northfield 2005 Plan.** That Plan was approved in 2005 for 2012, not 2040, road conditions, was based on generic traffic and safety data that have been superseded by the new national guidelines and standards that were presented to the CAG, and would have been less safe than the final two alternatives described below.

**\*Notes about “Levels of Service.”**

\* \* \*

C – Traffic flow is stable and acceptable. Most vehicles do not have to wait for more than one traffic light cycle.

D – Delays start to happen but vehicles generally clear a traffic signal in one green light. (Level D has historically been regarded as the desirable design objective in metro areas; higher Levels would mean the intersection is over-designed)

E – Traffic fills the intersection to capacity. Many vehicles wait through more than one green light

F – Traffic demand exceeds capacity of the intersection. Backups happen and most vehicles wait for more than one green light.

**Round 3 - Final Two Alternatives.** The CAG then looked further at the two alternatives carried forward to Round 3:

“Alternative 2,” with an estimated cost of \$25.8 million, and  
“Alternative 3 Modified,” with an estimated cost of \$26.5 million, and considered  
additional engineering and environmental details and safety tools.

IDOT cited data that, with narrowed lanes and a reduced speed limit, the Alternative 3 Modified (4-lane) plan would have the same degree of safety as the Alternative 2 (2-lane) plan, but would provide a greater Level of Service in mobility compared to Alternative 2 (D vs. F). The 4-lane plan would widen the roadbed (and crossing distance) in each direction only about 2-1/2 feet at intersections and 3 feet in segments more than the 2-lane plan.

**The Recommended Plan.** The Recommended Plan that emerged from the CAG process was Alternative 3 Modified and includes the following.

- 4 lanes, with continuous curbed median
- 10-foot wide lanes (instead of 11' or 12' that would ordinarily be expected of regional arterial roads)
- Reducing the speed limit from 35 mph to 30 mph
- Retain existing left turn lanes with some potential modifications
- Left turn lanes at Bracken and possibly Chapel Hill Court intersections
- Continuous 6-foot wide pedestrian / bike path on both sides of roadway
- Improved drainage along right-of-way
- Well marked pedestrian crossings
- Left turn phasing at signals
- Pedestrian pushbutton signals and countdown timers at Waukegan Rd, Sunset Ridge Rd, Wagner Rd Old Willow/Northfield Road, and Happ/Central Rd.
- Intersection at Old Willow to be only right turn in and right turn out from Westbound, and not to be accessible from Eastbound Willow
- Bridge west of Bess Hardware to be widened, with a sidewalk and shared use paths on both sides of the bridge, and with retaining walls on both sides of the roadway
- Pedestrian crosswalk over Happ on south side of Willow to be angled to the southwest, so the crossing is more perpendicular and shorter
- Because left turn lanes will be installed on both Northbound and Southbound Waukegan Road at Willow, “No Turn on Red” signs are to be reinstated both Northbound and Southbound on Waukegan Road to avoid both turners merging on to Willow at the same time.

**Additional I-94 Elements.**

- Northbound offramp from I-94 to Eastbound Willow be lengthened and the intersection with Willow to be made more perpendicular, so drivers have a better view of oncoming traffic going East on Willow.
- Longer Southbound onramp from Willow to I-94, to be constructed between I-94 and W. Frontage Road (NOTE: This possibility, originally thought unfeasible, was re-examined at the urging of the Winnetka CAG representatives.)

**To Be Discussed.** The following possibilities are among those subject to further technical analysis and discussion with Northfield Village officials (and about which the other Villages are to be kept informed):

- Locations of median openings and turn lanes in their community
- Whether median will be curbed median or 3' high medians with planters
- Pedestrian-only crossing Signal, with push-button request, between Willow Park and Clarkson Park
- Underpass connecting Willow Park and Clarkson Park. (There were mixed signals from Northfield CAG members and Northfield residents as to whether it is wanted.)
- Possibility of closing off access from and to one or more of Bristol, Churchill, Dickens and Eaton south of Willow
- Possibility of closing off, in whole or in part, Old Willow Road where it intersects Willow
- Lighting
- Fencing (to keep pedestrians off the road, not to protect pedestrians from wayward cars)
- Pedestrian refuge islands at Wagner, Sunset Ridge and Happ (strongly suggested by national data)
- How to facilitate a right turn from Westbound Willow into the Sunset Ridge School driveway east of Sunset Ridge Road (the current student dropoff route)

**Followup.** In the spring of 2012, following that technical analysis and discussion and fine tuning of Alternative 3 Modified, IDOT intends to present the results of the CAG process at a Public Hearing. There will be an approximately two-week period before and after the Public hearing for persons to make comments that will be included in the official record. Presumably, after that Hearing and with any further input received then and from other sources, the Willow Road project will be put into the hopper and implemented in due course as funding is made available (and political considerations allow).

IDOT had said that prior to the CAG, approximately \$29 million had been tentatively allocated for the project.

**References.** Detailed information about the Willow Road Study, including all studies, reports, analyses and policies involved in the CAG process can be found on the IDOT website at: [www.willowroadfuture.org](http://www.willowroadfuture.org).

## **Agenda Report**

**Subject:**                   **Stormwater Update – December 6, 2011**

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

Date:                         December 1, 2011

Attached are two documents detailing progress made to date and future actions in response to the July 2011 flooding event. The first document is an updated version of the “Stormwater and Sanitary Sewer Improvements – Schedule of Activities”, outlining implementation steps based on policy direction given by the Council, and the status of action on those steps. Updated items from the November 15 version are marked in red. This provides the Council and interested citizens with a detailed picture of where we are, and activities to be undertaken in the next few months.

The second item is a simplified project plan and activity chart to complete ongoing activities related to determining the ultimate feasibility of the proposed Willow Road – Lake Michigan Stormwater Tunnel. This plan details the steps to determine the information needed to clarify the ultimate feasibility and estimated cost of the proposed tunnel. This plan provides for completion of the feasibility investigation by March, 2012, allowing the Council confidence to proceed to design engineering and project financing thereafter.

**Recommendation:**

Informational Report.

**STORMWATER AND SANITARY SEWER IMPROVEMENTS**

**SCHEDULE OF ACTIVITIES**

30-Nov-11

Red = Updated since last report

<b>Spruce Street Outlet Improvements</b>	
<b>Activity</b>	<b>Status</b>
Identify Protection Levels - Determine what protection level to be provided to Tower/Foxdale and Sheridan/Maple areas.	Council discussion needed.
Identify Funding Sources - Determine how to fund these two projects.	Council discussion needed.
Design Engineering Proposals- Obtain fee proposals to complete design plans, specifications, and bidding documents.	Draft proposal received from CBBEL. Obtain fee proposals from other firms?
Permitting - Obtain appropriate permits from MWRD and US Army Corps	<b>Discussed project with MWRD and DNR. No hurdles identified. Met with Army Corps. No hurdles identified Contact established with IEPA - planning for meeting to occur early December.</b>

<b>Greenwood Avenue Area Improvements</b>	
<b>Activity</b>	<b>Status</b>
Additional Engineering Evaluation - Evaluate whether improvements address all problem areas in watershed.	Review recent survey results to identify possible areas of watershed in need of additional evaluation
Identify Protection Levels - Determine what protection level to be provided to project areas.	Council discussion needed.
Identify Funding Sources - Determine how to fund this project.	Council discussion needed.
Utility Location - Identify major utility facilities in project area to test for conflicts.	Utility locate requests sent to AT&T, Comcast, North Shore Gas. MWRD information received.
Forest Preserve Coordination - Coordinate with Forest Preserve regarding additional outfall to flood control pond.	Pending further evaluation of proposed improvements
Secondary Cost Review - Obtain independent cost review of project.	Pending further evaluation of proposed improvements
Design Engineering Proposals- Obtain fee proposals to complete design plans, specifications, and bidding documents.	Pending further evaluation of proposed improvements

<b>Tunnel Project</b>	
<b>Activity</b>	<b>Status</b>
Soil Borings - Evaluate subsurface soil conditions along proposed route of tunnel.	<b>Contract awarded to TSC. Borings to be completed December 2, weather permitting.</b>
Utility Location - Identify major utility facilities in project area to test for conflicts.	<b>Utility locate requests sent to AT&amp;T, Comcast, North Shore Gas. MWRD, Electric, Water, Comcast information received. North Shore Gas information received.</b>
Railroad Coordination - Obtain information from Union Pacific Railroad concerning engineering and real	Initial contact made with UP Railroad. Received permit requirements for utility crossings. No major hurdles identified.
Regulatory Agency Meetings	<b>Discussed project with MWRD and DNR. No hurdles identified. Met with Army Corps. No hurdles identified Contact established with IEPA - planning for meeting to occur early December.</b>
Meetings with State and Federal legislators	President Tucker, Trustee Rintz, Manager Bahan and Director Saunders met with U.S. Rep. Dold, State Rep. Biss, and State Rep. Gabel to brief them on tunnel project and discuss areas where legislative support may be needed. Project was well received. Meeting with Sen. Schoenberg scheduled for 11/16.

Critical Path Plan - CBBEL to provide fee proposal for critical path plan to complete tunnel project.	CBBEL to prepare critical path after initial meetings with MWRD and regulatory agencies
Willow Road Rehabilitation Coordination	Meeting held with Willow Road project consultant to coordinate Willow Road project with tunnel.
Secondary Cost Review - Obtain independent cost review of project.	
Identify Funding Sources - Determine how to fund this project.	Council discussion needed.

<b>Bulk Pricing for Property Assessments</b>	
<b>Activity</b>	<b>Status</b>
Identify suitable firms to provide pricing.	Staff research in December/January timeframe
Negotiate pricing with several firms	Staff research in December/January timeframe
Publicize program.	

<b>Property Protection Seminar</b>	
<b>Activity</b>	<b>Status</b>
Publicize IAFSM pamphlet via Winnetka Report, e-Winnetka, Village website.	Link on website. Published in Winnetka report November.
Identify resources for presenters.	Staff research in December/January timeframe
Explore value of joint presentation with other municipalities.	Staff research in December/January timeframe
Identify suitable location for seminar.	Staff research in December/January timeframe
Schedule and publicize seminar.	

<b>Sanitary Sewer Evaluation Study</b>	
<b>Activity</b>	<b>Status</b>
Additional flooding data survey	1,046 responses received as of 10/18/2011
Evaluate survey data	Ongoing evaluations by staff and Trustee Kates. Data will be used to fine-tune project recommendations for Greenwood and Tunnel projects, and to develop Sanitary Sewer Evaluation Study.
Hold pre-proposal discussions with qualified engineering firms.	<b>Met with 3 engineering firms. Staff developing evaluation and improvement program RFP. Draft to be presented December 13.</b>
Discuss survey results and study strategy with Village Council	Proposed for December Study Session.
Develop RFP	Awaiting Council discussion December 13, 2011.
Evaluate RFP Responses	January-February 2012
Council awards contract	January-February 2012

<b>Detention Projects</b>	
<b>Activity</b>	<b>Status</b>
Detailed coordination with Park District	Coordination discussions complete pending decision of tunnel vs. detention
Detailed coordination with School District	Discussions pending decision of tunnel vs. detention
Detailed coordination with New Trier	Initial meetings held. Further discussions pending decision of tunnel vs. detention
Detailed coordination with Forest Preserve	Discussions pending decision of tunnel vs. detention

<b>Financing</b>	
<b>Activity</b>	<b>Status</b>
Discussion of stormwater financing and bond issuance.	Council discussed at November 8 Study Session



## Agenda Report

**Subject: Sanitary Sewer Anti-Backup Program: Request for Additional Funding**

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

Date: November 23, 2011

In 2006, the Village implemented a cost-sharing program to encourage and assist homeowners to install anti-backup protective systems on their sanitary sewer service lines as a means of reducing the incidences of sanitary sewer backup. Installations of anti-backup devices or conversions to overhead sewer are the only activities eligible under the program, which is limited to unprotected single-family residential buildings. The program contributes 50% of the cost up to \$3,500 (\$5,000 for overhead sewer installations)<sup>1</sup> up to the funding limit set annually by the Village Council when the budget is adopted.

The Village has budgeted \$15,000 each year for this program since its inception, which had been a sufficient amount to cover requests for participation in the program. Interest in the program has increased significantly this year, for two reasons. First, the program has been widely publicized in the aftermath of the July 2011 flood event, and second, the recently increased participation limits have made the program more popular and attractive to residents interested in protecting their basements from flooding. The following table illustrates this increase in popularity.

<b>Year</b>	<b># Inquiries Logged</b>	<b># Requests Processed</b>	<b>Amount Reimbursed</b>	<b>Budget</b>
2006	8	0	\$0	\$15,000
2007	5	3	\$6,500	\$15,000
2008	0	0	\$0	\$15,000
2009	4	4	\$10,000	\$15,000
2010	5	4	\$10,000	\$15,000
2011	22	5 to date (14 pending)	\$19,749*	\$15,000

\* Total outstanding reimbursement requests \$45,450

When the Council increased the program participation limits in September 2011, program funding limits were discussed, and staff indicated that if program requests exceeded budgeted funds, a supplemental request would be made.

Staff has evaluated the status of several projects in the Sewer Fund and proposes allocating an additional \$50,000 to the anti-backup program to cover all requests currently in process. The additional funding would come from savings realized from the

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<sup>1</sup> The participation was recently increased by the Village Council. It had previously been \$2,500.

purchase of the replacement Sewer Cleaner truck, which was budgeted for \$340,000 but purchased for \$291,335. The \$49,665 savings offset this request for additional funding.

**Recommendation:**

Consider authorizing expenditure of an additional \$50,000 on the Sewer Anti-Backup Cost Sharing Program, for a total authorization of \$65,000, for FY 2011-2012.

## **AGENDA REPORT**

Subject: **Public Act 95-950 – Public Safety Pension Reform Bill**

Prepared by: Ed McKee, Finance Director / Village Treasurer

Date: November 29, 2011

The Illinois legislature implemented public safety pension reforms in the fall of 2008. This law requires an annual report from the Police and Fire Pension Boards to the Village Council on the health and performance of the pension plans prior to adoption of the annual property tax levy.

The purpose of the law can be categorized into three broad areas, 1) improve dissemination of pension information, 2) encourage good business practices, and 3) strengthen ethics / increase enforcement. This agenda report and supporting materials are designed to improve the dissemination of pension fund information as contemplated by the new law.

Both the Police and Fire Pension Boards have been made aware of this legislation and have directed the Village Treasurer to meet the annual reporting requirement on behalf of the Boards.

Attached are the Police and Fire Pension Board reports for 2011.

I will be available at the December 6, 2011 meeting to answer any questions.

VILLAGE OF WINNETKA, ILLINOIS  
POLICE PENSION FUND

HOUSE BILL 5088 – MUNICIPAL COMPLIANCE REPORT

FOR THE YEAR ENDED

MARCH 31, 2011

November 23, 2011

Members of the Pension Board of Trustees  
Winnetka Police Pension Fund  
Winnetka, IL

Enclosed please find a copy of your Municipal Compliance Report for the Police Pension Fund for the year ended March 31, 2011. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed House Bill 5088 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report please contact Melissa Grandaw at 630.393.1483 or [mgrandaw@lauterbachamen.com](mailto:mgrandaw@lauterbachamen.com).

Respectfully submitted,



LAUTERBACH & AMEN, LLP

**VILLAGE OF WINNETKA, ILLINOIS  
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

The Pension Board certifies to the Board of Trustees of the Village of Winnetka, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total assets of the fund and their current market value of those assets:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Assets	<u>\$ 20,377,515</u>	<u>\$ 18,955,463</u>
Market Value	<u>\$ 20,377,515</u>	<u>\$ 18,955,463</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	<u>\$ 256,000</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$ 1,273,600</u>
Municipal Contributions	<u>\$ 992,534</u>

- 3) The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations \$ 1,800,300

- (b) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance \$ N/A

Private Actuary- Timothy W. Sharpe

    Recommended Municipal Contribution \$ 992,534

    Statutory Municipal Contribution \$ 778,135

**VILLAGE OF WINNETKA, ILLINOIS  
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Net Income Received from Investment of Assets	<u>\$ 1,659,429</u>	<u>\$ 3,283,372</u>
Assumed Investment Return		
Illinois Department of Insurance	<u>N/A</u>	<u>7.00%</u>
Private Actuary	<u>6.25%</u>	<u>6.00%</u>
Actual Investment Return	<u>8.44%</u>	<u>18.73%</u>

- 5) The total number of active employees who are financially contributing to the fund:

Number of Active Members	<u>25</u>
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- 6) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	<u>23</u>	<u>\$ 1,273,556</u>
(ii) Disability Pension	<u>0</u>	<u>\$ 0</u>
(iii) Survivors and Child Benefits	<u>4</u>	<u>\$ 117,759</u>
Totals	<u>27</u>	<u>\$ 1,391,315</u>

**VILLAGE OF WINNETKA, ILLINOIS  
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

7) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>N/A</u>	<u>67.48%</u>
Private Actuary	<u>67.70%</u>	<u>65.70%</u>

8) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	<u>\$ N/A</u>
Private Actuary- Timothy W. Sharpe	<u>\$ 9,741,461</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

9) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached

Please see Notes Page attached

CERTIFICATION OF MUNICIPAL POLICE  
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §3-143 of the Illinois Pension Code 40 ILCS 5/3-143, that the preceding report is true and accurate.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011

President \_\_\_\_\_ Date \_\_\_\_\_

Secretary \_\_\_\_\_ Date \_\_\_\_\_

**VILLAGE OF WINNETKA, ILLINOIS  
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

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INDEX OF ASSUMPTIONS

- 1) Total Assets - as Reported in the Audited Financial Statements for the Years Ended March 31, 2011 and 2010.

Market Value - Same as Above.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended March 31, 2011 plus 5.5% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources

Investment Earnings - Cash and Equivalents and Investments as Reported in the Audited Financial Statements for the Year Ended March 31, 2011, times 6.25% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Tax Levy Requirement as Reported by Timothy W. Sharpe, Actuarial Valuation for the Year Ended March 31, 2011.

- 3) (a) Pay all Pensions and Other Obligations - Total Deductions as Reported in the Audited Financial Statements for the Year Ended March 31, 2011, plus a 25% Increase, Rounded to the Nearest \$100.

(b) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - No March 31, 2011 Actuarial Valuation available at the time of this report.

Private Actuary

Recommended Amount of Tax Levy as Reported by Timothy W. Sharpe in the March 31, 2011 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Timothy W. Sharpe in the March 31, 2011 Actuarial Valuation.

**VILLAGE OF WINNETKA, ILLINOIS  
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

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INDEX OF ASSUMPTIONS - Continued

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended March 31, 2011 and 2010.

Assumed Investment Return

Illinois Department of Insurance - Preceding Fiscal Year Interest Rate Assumption as Reported in the March 31, 2010 Actuarial Valuation. No March 31, 2011 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Timothy W. Sharpe, March 31, 2011 and 2010 Actuarial Valuations.

Actual Investment Return - Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and End of Year Cash and Cash Equivalents and Investments as Reported in the Audited Financial Statements for the Fiscal Years Ended March 31, 2011, 2010 and 2009.

- 5) Number of Active Members - Illinois Department of Insurance Annual Statement for March 31, 2011 - Schedule P.
- 6) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for March 31, 2011 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
- (ii) Disability Pension - Same as above.
- (iii) Survivors and Child Benefits - Same as above.

**VILLAGE OF WINNETKA, ILLINOIS  
POLICE PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

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INDEX OF ASSUMPTIONS - Continued

7) The funded ratio of the fund:

Illinois Department of Insurance - Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the March 31, 2010 Actuarial Valuation. No March 31, 2011 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the Timothy W. Sharpe, March 31, 2011 and 2010 Actuarial Valuations.

8) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) - No March 31, 2011 Actuarial Valuation available at the time of this report.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Timothy W. Sharpe in the March 31, 2011 Actuarial Valuation.

VILLAGE OF WINNETKA, ILLINOIS  
FIREFIGHTERS' PENSION FUND

HOUSE BILL 5088 – MUNICIPAL COMPLIANCE REPORT

FOR THE YEAR ENDED

MARCH 31, 2011

November 22, 2011

Members of the Pension Board of Trustees  
Winnetka Firefighters' Pension Fund  
Winnetka, IL

Enclosed please find a copy of your Municipal Compliance Report for the Firefighters' Pension Fund for the year ended March 31, 2011. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed House Bill 5088 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report please contact Melissa Grandaw at 630.393.1483 or [mgrandaw@lauterbachamen.com](mailto:mgrandaw@lauterbachamen.com).

Respectfully submitted,



LAUTERBACH & AMEN, LLP

**VILLAGE OF WINNETKA, ILLINOIS  
FIREFIGHTERS' PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

The Pension Board certifies to the Board of Trustees of the Village of Winnetka, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total assets of the fund and their current market value of those assets:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Assets	<u>\$ 18,822,037</u>	<u>\$ 17,875,547</u>
Market Value	<u>\$ 18,822,037</u>	<u>\$ 17,875,547</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of firefighters' and from other sources:

Estimated Receipts - Employee Contributions	<u>\$ 204,100</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$ 1,176,400</u>
Municipal Contributions	<u>\$ 1,108,794</u>

- 3) The estimated amount necessary during the fiscal year to meet the annual actuarial requirements of the pension fund as provided in Sections 4-118 and 4-120:

Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance	<u>\$ N/A</u>
Private Actuary	
Recommended Municipal Contribution	<u>\$ 1,108,794</u>
Statutory Municipal Contribution	<u>\$ 766,115</u>

**VILLAGE OF WINNETKA, ILLINOIS  
FIREFIGHTERS' PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Net Income Received from Investment of Assets	<u>\$ 1,409,200</u>	<u>\$ 2,797,435</u>
Assumed Investment Return		
Illinois Department of Insurance	<u>N/A</u>	<u>7.00%</u>
Private Actuary	<u>6.25%</u>	<u>6.00%</u>
Actual Investment Return	<u>7.68%</u>	<u>16.91%</u>

- 5) The increase in employer pension contributions that results from the implementation of the provisions of P.A. 93-0689

Illinois Department of Insurance - Actuarial Report	<u>\$ N/A</u>
Private Actuary	<u>\$ 766,115</u>

- 6) The total number of active employees who are financially contributing to the fund:

Number of Active Members	<u>22</u>
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- 7) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	<u>23</u>	<u>\$ 1,138,354</u>
(ii) Disability Pension	<u>2</u>	<u>\$ 90,403</u>
(iii) Survivors and Child Benefits	<u>8</u>	<u>\$ 269,957</u>
Totals	<u>33</u>	<u>\$ 1,498,713</u>

**VILLAGE OF WINNETKA, ILLINOIS  
FIREFIGHTERS' PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

8) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>N/A</u>	<u>64.27%</u>
Private Actuary	<u>60.80%</u>	<u>63.30%</u>

9) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	<u>\$ N/A</u>
Private Actuary	<u>\$ 12,138,028</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

10) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached

Please see Notes Page attached

CERTIFICATION OF MUNICIPAL FIREFIGHTERS'  
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §4-134 of the Illinois Pension Code 40 ILCS 5/4-134, that the preceding report is true and accurate.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011

President \_\_\_\_\_ Date \_\_\_\_\_

Secretary \_\_\_\_\_ Date \_\_\_\_\_

**VILLAGE OF WINNETKA, ILLINOIS  
FIREFIGHTERS' PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

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INDEX OF ASSUMPTIONS

- 1) Total Assets - as Reported in the Audited Financial Statements for the Years Ended March 31, 2011 and 2010.

Market Value - Same as Above.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended March 31, 2011 plus 5.5% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources

Investment Earnings - Cash and Equivalents and Investments as Reported in the Audited Financial Statements for the Year Ended March 31, 2011, times 6.25% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Tax Levy Requirement as Reported by Timothy W. Sharpe, Actuarial Valuation for the Year Ended March 31, 2011.

- 3) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - No March 31, 2011 Actuarial Valuation available at the time of this report.

Private Actuary

Recommended Amount of Tax Levy as Reported by Timothy W. Sharpe in the March 31, 2011 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Timothy W. Sharpe in the March 31, 2011 Actuarial Valuation.

**VILLAGE OF WINNETKA, ILLINOIS  
FIREFIGHTERS' PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

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INDEX OF ASSUMPTIONS - Continued

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended March 31, 2011 and 2010.

Assumed Investment Return

Illinois Department of Insurance - Preceding Fiscal Year Interest Rate Assumption as Reported in the March 31, 2010 Actuarial Valuation. No March 31, 2011 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Timothy W. Sharpe, March 31, 2011 and 2010 Actuarial Valuations.

Actual Investment Return - Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and End of Year Cash and Cash Equivalents and Investments as Reported in the Audited Financial Statements for the Fiscal Years Ended March 31, 2011, 2010 and 2009.

- 5) Illinois Department of Insurance - Amount of total suggested tax levy to be excluded from the property tax extension limitation law as contemplated by 35 ILCS 200/18-185.

Private Actuary - Timothy W. Sharpe Suggested Amount of total tax levy to be excluded from the

- 6) Number of Active Members - Illinois Department of Insurance Annual Statement for March 31, 2011 - Schedule P.

- 7) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for March 31, 2011 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed

(ii) Disability Pension - Same as above.

(iii) Survivors and Child Benefits - Same as above.

**VILLAGE OF WINNETKA, ILLINOIS  
FIREFIGHTERS' PENSION FUND**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report  
For the Fiscal Year Ending March 31, 2011**

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INDEX OF ASSUMPTIONS - Continued

8) The funded ratio of the fund:

Illinois Department of Insurance - Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the March 31, 2010 Actuarial Valuation. No March 31, 2011 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the Timothy W. Sharpe, March 31, 2011 and March 31, 2010 Actuarial Valuations.

9) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) - No March 31, 2011 Actuarial Valuation available at the time of this report.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Timothy W. Sharpe in the March 31, 2011 Actuarial Valuation.

## AGENDA REPORT

SUBJECT: Ordinance M-17-2011 Annexation of the southerly portion of  
7 Indian Hill Road

PREPARED BY: Brian Norkus, Assistant Director of Community Development

DATE: November 30, 2011

The subject property at 7 Indian Hill Road is along the southernmost boundary of the Village, with the southerly portion of the lot (approximately 2,800 square feet) lying outside the Village's corporate limits, in unincorporated Cook County (see attached area map).

The owner of 7 Indian Hill Road has applied for and received a building permit for a new single-family residence on that parcel. As a condition of permit approval the applicant has prepared and filed the attached **Plat of Annexation**, to bring the southerly portion of the lot into the Village corporate limits and **Plat of Consolidation**, which merges the newly-annexed land together with the area to the north, into a single new Lot.

Approval and filing of the two documents assure that the entire parcel is subject to the Village's land development regulations, and achieves compliance with Section 13.52.080 of the Winnetka Building Code which requires the owner to consolidate the lot into a single lot of record.

It is also worth noting that the unincorporated portion of 7 Indian Hill Road is not currently subject to the Village of Winnetka's tax levy; annexation will rectify that situation.

The plat of consolidation has been reviewed by the Director of Community Development, the Director of Water & Electric, the Village Engineer, and the Village Collector. The plat of Consolidation has been modified at the request of the Water and Electric Department to include (a) a 5-foot utility easement along the north and west lot lines, (b) a 10-foot easement along the south lot line, and (c) a 25-foot easement along the easterly lot line.

### **Recommendation:**

Consider a motion to introduce Ordinance M-17-2011, approving the Plat of Annexation for 7 Indian Hill Road;

**AN ORDINANCE ANNEXING CERTAIN TERRITORY  
TO THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS  
PURSUANT TO SECTION 7-1-8 OF THE ILLINOIS MUNICIPAL CODE**

**WHEREAS**, Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, establishes a procedure for the annexation of territory contiguous to a municipality pursuant to a written petition signed under oath by at least 51% of the property owners of the territory proposed to be annexed and by at least 51% of the electors residing therein; and

**WHEREAS**, the Village of Winnetka (“Village”) has received a petition for annexation from the owner of the following parcel of property (“Subject Property”):

All that part of Lot 3 in Owner's Subdivision of Lot 1 in Indian Hill Subdivision No. 1 of part of Sections 21 and 28, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded December 19, 1922, as in Book 174 of Plats, Page 20, as Document 7751931, bounded and described as follows: Beginning at a point on the South line of said Section 21, 700 feet East of the Southwest corner of said Section, said point being at an angle in the East line of said Lot 3 and running thence North along the East line of said Lot 3 156.40 feet to an angle point in said East line; thence West parallel with the South line of said Section 21, 164.08 feet; thence Southerly in a straight line 179.94 feet more or less to a point in the South line of said Lot 3, 116.75 feet Easterly of, as measured along the chord, the Southwest corner of said Lot 3; thence Easterly along the Southerly line of said Lot 3, 176.94 feet as measured along the chord, to a point in the Southerly line of said Lot 3, which point is at the intersection of a line drawn South at right angles from a point in the North line of said Lot 3, being also the South line of Section 21, 25 feet East of the East line of Lot 3 hereinbefore described, and thence Northwesterly 35.02 feet more or less to the place of beginning, in Cook County, Illinois; excepting therefrom that part thereof lying North of the South line of said Section 21;

PIN 05-28-100-011-0000

**WHEREAS**, the Subject Property is the southern parcel of two contiguous parcels of property located in an area known as the Indian Hill Subdivision, which parcels are owned by the Petitioners and are developed as a single parcel with one single-family residence with a common street address of 7 Indian Hill Road, Winnetka, Illinois; and

**WHEREAS**, the Subject Property is located in a part of the Indian Hill Subdivision that is in unincorporated Cook County, although the remaining parcel that forms 7 Indian Hill Road is located entirely within the corporate limits of the Village of Winnetka; and

**WHEREAS**, the entire northern property line of the Subject Property, which is formed by a portion of the south line of Section 21 and the north line of Section 28, is fully contiguous to the south property line of the main body of the property commonly known as 7 Indian Hill Road, Winnetka, Illinois; and

**WHEREAS**, Petitioner desires to formally consolidate the two parcels that form 7 Indian Hill Road into a single lot of record, which cannot be accomplished unless the Subject Property is first annexed to the Village; and

**WHEREAS**, Petitioner, 7 Indian Hill Road, LLC, is the sole owner of the Subject Property; and

**WHEREAS**, no voters reside on either the Subject Property or the other parcel that, with the Subject Property, forms the parcel jointly and commonly known as 7 Indian Hill; and

**WHEREAS**, the Village provides all municipal services to the property commonly known as 7 Indian Hill Road, including the Subject Property, although the Subject Property is not presently subject to the levy of real property taxes by the Village; and

**WHEREAS**, the Council of the Village of Winnetka (“Village Council”) find and determine that that all petitions, documents, and other necessary legal requirements are in full compliance with the applicable statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and,

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

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the public health, safety and welfare of its citizens; and

**WHEREAS**, the Village Council find and determine that the annexation of territory to the Village is a matter pertaining to its government and affairs; and

**WHEREAS**, the Village Council find that it is in the best interests of the Village of Winnetka and its citizens that the Subject Property be annexed to the Village of Winnetka; and

**NOW, THEREFORE**, the Council of the Village of Winnetka do ordain:

**SECTION 1:** That the foregoing recitals, findings and determinations set forth in the preamble to this Ordinance are hereby adopted as the legislative findings and determinations of the Village of Winnetka and are incorporated into the text of this Ordinance by this reference as if stated fully herein.

**SECTION 2:** That the following described territory:

All that part of Lot 3 in Owner's Subdivision of Lot 1 in Indian Hill Subdivision No. 1 of part of Sections 21 and 28, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded December 19, 1922, as in Book 174 of Plats, Page 20, as Document 7751931, bounded and described as follows: Beginning at a point on the South line of said Section 21, 700 feet East of the Southwest corner of said Section, said point being at an angle in the East line of said Lot 3 and running thence North along the East line of said Lot 3 156.40 feet to an angle point in said East line; thence West parallel with the South line of said Section 21, 164.08 feet; thence Southerly in a straight line 179.94 feet more or less to a point in the South line of said Lot 3, 116.75 feet Easterly of, as measured along the chord, the Southwest corner of said Lot 3; thence Easterly along the Southerly line of said Lot 3, 176.94 feet as measured along the chord, to a point in the Southerly line of said Lot 3, which point is at the intersection of a line drawn South at right angles from a point in the North line of said Lot 3, being also the South line of Section 21, 25 feet East of the East line of Lot 3 hereinbefore described, and thence Northwesterly 35.02 feet more or less to the place of beginning, in Cook County, Illinois; excepting therefrom that part thereof lying North of the South line of said Section 21;

having a PIN 05-28-100-011-0000, and being depicted on the Plat of Annexation appended to this Ordinance as Exhibit A and made a part hereof, is hereby annexed to the Village of Winnetka, Cook County, Illinois.

**SECTION 3:** That the Village President is hereby authorized and directed to sign, and the Village Clerk to attest, the Plat of Annexation that is appended to this Ordinance.

**SECTION 4:** That the Village Clerk is hereby directed to record with the Cook County Recorder, and to file with the Cook County Clerk, a certified copy of this Ordinance, together with the accurate map of the Subject Territory, as depicted on the Plat of Annexation appended to this Ordinance as Exhibit A.

**SECTION 5:** That the Village President and Village Clerk are hereby authorized and directed to take such other steps as may be necessary to effectuate the annexation of the Subject Territory in accordance with the terms of this Ordinance.

**SECTION 6:** That this Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

**SECTION 7:** That this Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

**PASSED** this \_\_ day of \_\_\_\_\_, 2011, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_ day of \_\_\_\_\_, 2011.

Signed:

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

Countersigned:

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

Introduced:  
Posted:  
Passed and Approved:  
Posted:

**EXHIBIT A**  
**PLAT OF ANNEXATION**

# PLAT OF ANNEXATION TO THE VILLAGE OF WINNETKA

ALL THAT PART OF LOT 3 IN OWNER'S SUBDIVISION OF LOT 1 IN INDIAN HILL SUBDIVISION NO. 1 OF PART OF SECTIONS 21 AND 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED DECEMBER 19, 1922, AS IN BOOK 174 OF PLATS, PAGE 20, AS DOCUMENT 7751931, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 21, 700 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION, SAID POINT BEING AT AN ANGLE IN THE EAST LINE OF SAID LOT 3 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID LOT 3 156.40 FEET TO AN ANGLE POINT IN SAID EAST LINE; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 21, 164.08 FEET; THENCE SOUTHERLY IN A STRAIGHT LINE 179.94 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF SAID LOT 3, 116.75 FEET EASTERLY OF, AS MEASURED ALONG THE CHORD, THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3, 176.94 FEET AS MEASURED ALONG THE CHORD, TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 3 WHICH POINT IS AT THE INTERSECTION OF A LINE DRAWN SOUTH AT RIGHT ANGLES FROM A POINT IN THE NORTH LINE OF SAID LOT 3, BEING ALSO THE SOUTH LINE OF SECTION 21, 25 FEET EAST OF THE EAST LINE OF LOT 3 HEREINBEFORE DESCRIBED, AND THENCE NORTHWESTERLY 35.02 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF SAID SECTION 21.

Commonly known as: 7 Indian Hill Road North, Winnetka, , Illinois.

State of Illinois }  
County of Cook } ss.

Approved by the Water & Electrical Department Director of the the Village of Winnetka, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011.

By: \_\_\_\_\_  
Water and Electrical Department Director

State of Illinois }  
County of Cook } ss.

Approved by the President and Board of Trustees of the the Village of Winnetka, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011.

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Village President, Winnetka, Illinois Clerk

FOR DETAILS OF THIS ORDINANCE NO. \_\_\_\_\_ SEE \_\_\_\_\_

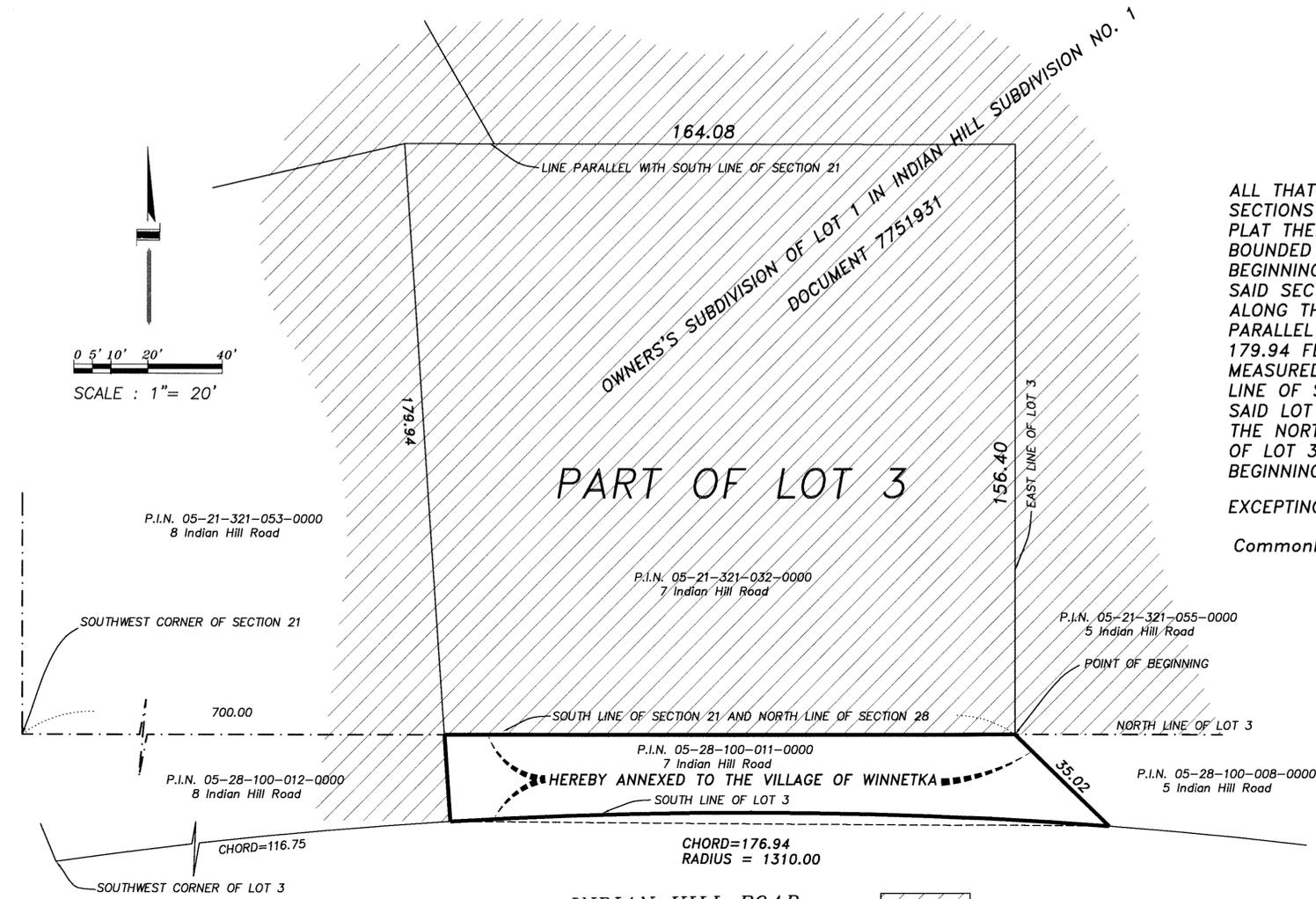
SUBMITTED BY AND RETURN PLAT TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

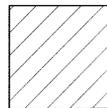
FILE NO. 11-59

for:  
7 Indian Hill Road, L.L.C.  
90 Lakewood Drive  
Glencoe, Illinois

from the office of:  
Norman Toberman and Associates  
2340 South Arlington Heights Road  
Suite 620  
Arlington Heights, Illinois  
847-439-8225



INDIAN HILL ROAD



HATCHED AREA INDICATES PRESENT LIMITS OF THE VILLAGE OF WINNETKA

OWNERS CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

This is to certify that the undersigned is the legal owner of the land described on the annexed plat, and that he has caused the same to be surveyed and annexed as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

Dated this 24<sup>th</sup> day of August, AD. 2011

*Leigh R. Gignilliat*  
Leigh R. Gignilliat, Manager

NOTARY CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, *Mary M. Simon*, a Notary Public in and for said County, in the state aforesaid do hereby certify that *Leigh R. Gignilliat* personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed and delivered the annexed plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24<sup>th</sup> day of August, AD. 2011.

*Mary M. Simon*  
Notary Public

State of Illinois }  
County of Cook } ss.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011, by the Village Engineer of the Village of Winnetka, Cook County, Illinois.

By: \_\_\_\_\_  
Village Engineer

State of Illinois }  
County of Cook } ss.

Approved by the Community Development Director of the Village of Winnetka, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011.

By: \_\_\_\_\_  
Community Development Director

State of Illinois }  
County of Cook } ss.

I, David Bycroft, an Illinois Professional Land Surveyor, do hereby certify that I have prepared the plat hereon drawn from previous plats and records for Annexation purposes as shown on the plat hereon drawn.

dated at Arlington Heights, Illinois, this 21st day of July, 2011

by *D.R.B.*  
as Illinois Professional Land Surveyor No. 2846



All dimensions hereon shown unless it is otherwise noted are given in feet and decimal parts thereof.

Design Firm #184005910

PETITION FOR ANNEXATION TO THE VILLAGE OF WINNETKA

TO: The President and Board of Trustees of the Village of Winnetka, Cook County, Illinois

THE UNDERSIGNED PETITIONER RESPECTFULLY STATES UNDER OATH:

1. Petitioner, 7 Indian Hill Rd., LLC, is an Illinois Limited Liability Corporation, and is the sole owner of 7 Indian Hill Rd., Winnetka, Illinois, (7 Indian Hill Road), the legal description of which is as follows:

ALL THAT PART OF LOT 3 IN OWNER'S SUBDIVISION OF LOT 1 IN INDIAN HILL SUBDIVISION NUMBER 1 OF PART OF SECTIONS 21 AND 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1922 IN BOOK 174 OF PLATS, PAGE 20, AS DOCUMENT 7751931, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 21, 700 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION, SAID POINT BEING AT AN ANGLE IN THE EAST LINE OF SAID LOT 3 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID LOT 3, 156.4 FEET TO AN ANGLE POINT IN SAID EAST LINE; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 21, 164.08 FEET, THENCE SOUTHERLY IN A STRAIGHT LINE 179.94 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF SAID LOT 3, 116.75 FEET EASTERLY OF, AS MEASURED ALONG THE CHORD, THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3, 176.94 FEET AS MEASURED ALONG THE CHORD TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 3 WHICH POINT IS AT THE INTERSECTION OF A LINE DRAWN SOUTH AT RIGHT ANGLES FROM A POINT IN THE NORTH LINE OF SAID LOT 3 BEING ALSO THE SOUTH LINE OF SAID SECTION 21, 25 FEET EAST OF THE EAST LINE OF LOT 3 HEREINBEFORE DESCRIBED AND THENCE NORTHWESTERLY 35.02 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.  
Pin #: 05-21-321-032-0000 and 05-28-100-011-0000.

2. The subject property is the southernmost parcel of two contiguous parcels of property, located in an area known as the Indian Hill Subdivision, which parcels are owned by the Petitioner and are developed as a single with one single-family residence with the common street address of 7 Indian Hill Road, Winnetka, Illinois.
3. The Subject Property is located in a part of the Indian Hill Subdivision in unincorporated Cook County.
4. The second parcel that constitutes the remainder of 7 Indian Hill Road is located within the corporate limits of the Village of Winnetka.
5. The northern property line of the Subject Property is fully contiguous to the south property line of the second and northern parcel (the main body of the property); constituting 7 Indian Hill Road.
6. Petitioner desires to formally consolidate the two separate lots of record, constituting 7 Indian Hill Road, into a single lot of record, which cannot be accomplished unless the Subject Property is first annexed to the Village of Winnetka.
7. There are no voters who currently reside on either parcel of 7 Indian Hill Road.
8. Subject Property itself is vacant.
9. Subject Property is the front yard of 7 Indian Hill Road.



10. The foregoing statements are true to the best of Petitioner's knowledge, information and belief.

FOR ALL OF THE FOREGOING REASONS, PETITIONER RESPECTFULLY REQUESTS that the Subject Property be annexed to the Village of Winnetka, pursuant to section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, for the reasons set forth in this Petition.

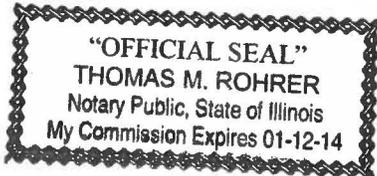
Dated this 18<sup>th</sup> day of October, 2011.

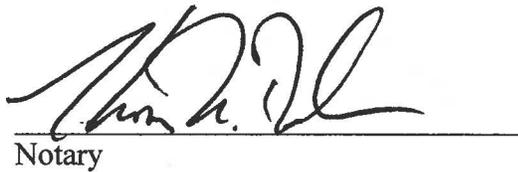
I, the undersigned state on oath that I am the manager of 7 Indian Hill Rd., LLC, which is the sole owner of record of the above described 7 Indian Hill Road, that there are no registered electors at 7 Indian Hill Road, and that I have read the foregoing petition and that the statement made in it are true to the best of my knowledge and information.

  
Leigh R. Gignilliat (Manager)

STATE OF ILLINOIS            )  
  )SS  
COUNTY OF COOK            )

Signed and sworn to before me by Leigh R. Gignilliat on the 18<sup>th</sup> day of October, 2011



  
Notary

My commission expires on 1-12-14



Subject parcel -  
7 Indian Hill Rd

Subject parcel -  
Unincorporated area

# 7 INDIAN HILL ROAD, L.L.C. CONSOLIDATION

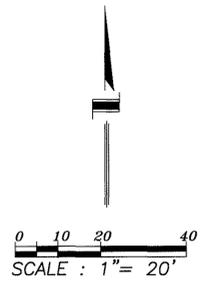
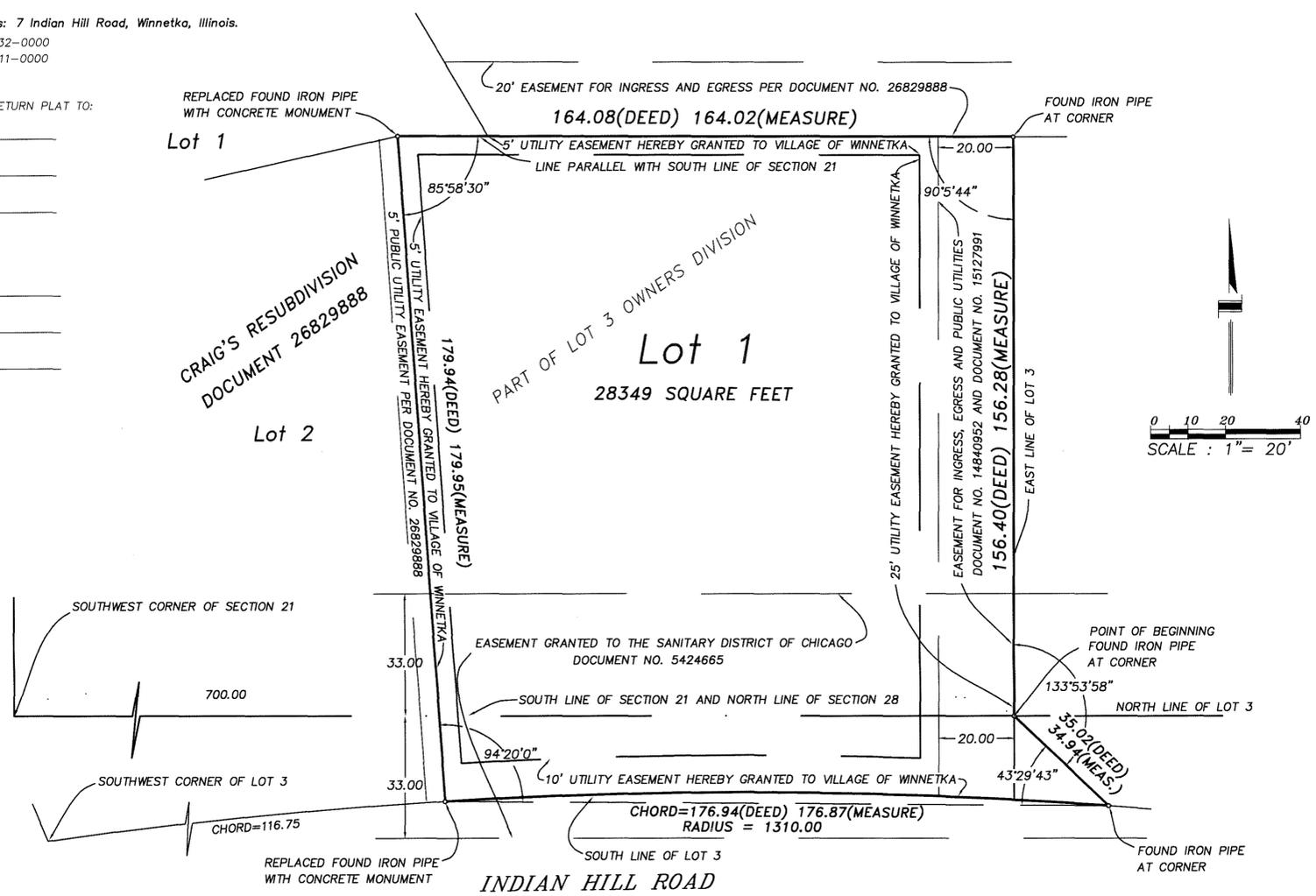
## of

ALL THAT PART OF LOT 3 IN OWNER'S SUBDIVISION OF LOT 1 IN INDIAN HILL SUBDIVISION NO. 1 OF PART OF SECTIONS 21 AND 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED DECEMBER 19, 1922, AS IN BOOK 174 OF PLATS, PAGE 20, AS DOCUMENT 7751931, BOUNDED AND DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 21, 700 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION, SAID POINT BEING AT AN ANGLE IN THE EAST LINE OF SAID LOT 3 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID LOT 3 156.40 FEET TO AN ANGLE POINT IN SAID EAST LINE; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 21, 164.08 FEET; THENCE SOUTHERLY IN A STRAIGHT LINE 179.94 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF SAID LOT 3, 116.75 FEET EASTERLY OF, AS MEASURED ALONG THE CHORD, THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3, 176.94 FEET AS MEASURED ALONG THE CHORD, TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 3 WHICH POINT IS AT THE INTERSECTION OF A LINE DRAWN SOUTH AT RIGHT ANGLES FROM A POINT IN THE NORTH LINE OF SAID LOT 3, BEING ALSO THE SOUTH LINE OF SECTION 21, 25 FEET EAST OF THE EAST LINE OF LOT 3 HEREINBEFORE DESCRIBED, AND THENCE NORTHWESTERLY 35.02 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 7 Indian Hill Road, Winnetka, Illinois.  
 P.I.N. 05-21-321-032-0000  
 P.I.N. 05-28-100-011-0000

SUBMITTED BY AND RETURN PLAT TO:

SEND TAX BILL TO:



STATE OF ILLINOIS }  
 COUNTY OF COOK } SS.  
 Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011, by the Village Engineer of the Village of Winnetka, Cook County, Illinois.  
 By: \_\_\_\_\_  
 Village Engineer

STATE OF ILLINOIS }  
 COUNTY OF COOK } SS.  
 Approved by the Community Development Director of the Village of Winnetka, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011.  
 By: \_\_\_\_\_  
 Community Development Director

STATE OF ILLINOIS }  
 COUNTY OF COOK } SS.  
 Approved by the Water & Electrical Department Director of the the Village of Winnetka, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011.  
 By: \_\_\_\_\_  
 Water and Electrical Department Director

STATE OF ILLINOIS }  
 COUNTY OF COOK } SS.  
 Approved by the President and Board of Trustees of the the Village of Winnetka, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011.  
 By: \_\_\_\_\_ Attest: \_\_\_\_\_  
 Village President, Winnetka, Illinois Clerk

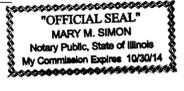
STATE OF ILLINOIS }  
 COUNTY OF COOK } SS.  
 I, \_\_\_\_\_, Village Collector of the Village of Winnetka, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments thereon that have been apportioned against the tract of land included in this plat of consolidation.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, AD. 20\_\_\_\_  
 By: \_\_\_\_\_  
 Village Collector

STATE OF ILLINOIS }  
 COUNTY OF COOK } SS.  
 To the best of our knowledge and belief the drainage of surface waters will not be changed by the construction of such subdivision or any part thereof, or, that if such surface water drainage will be changed, adequate provision has been made for collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices as to reduce the likelihood of damage to the adjoining property because of the construction of this subdivision.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, AD. 20\_\_\_\_  
 By: \_\_\_\_\_ Engineer By: \_\_\_\_\_ Owner or Attorney

**UTILITY EASEMENT PROVISIONS**  
 AN EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF WINNETKA FOR PUBLIC UTILITIES, IN, UPON, ALONG, OVER AND UNDER THOSE PARTS OF THE LOT INDICATED ON THIS PLAT AND MARKED "UTILITY EASEMENT", TO INSTALL, CONSTRUCT, LAY, MAINTAIN, OPERATE, RELOCATE, RENEW AND REMOVE NECESSARY EQUIPMENT FOR PUBLIC UTILITY PURPOSES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FROM THE EASEMENT, AND THE RIGHT TO TRIM AND REMOVE SUCH TREES, BUSHES, SHRUBS AND LANDSCAPING AS MAY BE REQUIRED INCIDENTAL TO THE INSTALLATION AND MAINTENANCE OF UTILITY FACILITIES. THE EASEMENT MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, WOODEN FENCES AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF THE EASEMENT, BUT NO PERMANENT BUILDINGS OR STRUCTURES OTHER THAN DRIVEWAY AND SIDEWALK SURFACES SHALL BE PLACED ON THE EASEMENT.

**OWNERS CERTIFICATE**  
 STATE OF ILLINOIS }  
 COUNTY OF COOK } SS.  
 This is to certify that the undersigned is the legal owner of the land described on the annexed plat, and that he has caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title therein indicated.  
 Dated this 24th day of August, AD. 2011  
 Leigh R. Gignilliat, Manager

**NOTARY CERTIFICATE**  
 STATE OF ILLINOIS }  
 COUNTY OF COOK } SS.  
 I, Mary M. Simon Notary Public in and for said County, in the state aforesaid do hereby certify that Leigh Gignilliat personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed and delivered the annexed plat as their own free and voluntary act for the uses and purposes therein set forth.  
 Given under my hand and Notarial Seal this 24th day of August AD. 2011.  
 Mary M. Simon  
 Notary Public



**SURVEYOR'S CERTIFICATE**  
 STATE OF ILLINOIS }  
 COUNTY OF COOK } SS.  
 This is to certify that I, David R. Bycroft, an Illinois Land Surveyor, have surveyed and resubdivided the property described in the caption of this plat.  
 As shown by the annexed plat which is a correct and true representation of said survey and resubdivision all distances are shown in feet and decimal parts thereof.  
 I further certify that the foregoing property falls within the Corporate limits of the Village of Winnetka, which has adopted an Official Comprehensive Plan.  
 I further certify that no part of said property is situated within a "Flood Hazard Area" as per the National Flood Insurance Program, Flood Insurance Rate Map, Map No. 17031C0253J, revision date August 19, 2008.  
 Given under my hand and seal at Arlington Heights, Illinois  
 this 23rd day of August AD. 2011.  
 David R. Bycroft  
 Illinois Professional Land Surveyor No. 2846



Prepared by:  
 David R. Bycroft  
 2340 South Arlington Heights Road  
 Suite 620  
 Arlington Heights, Illinois  
 (847) 439-8225  
 Professional Design Firm #184005910

## **AGENDA REPORT**

**SUBJECT:**           **Resolution R-34-2011 – Trifecta Grill Restaurant  
Class A-1 Liquor License with TV Rider**

**PREPARED BY:**    Katherine S. Janega, Village Attorney

**DATE:**             November 22, 2011

Resolution R-34-2011 provides the authorization of a Class A-1 Liquor License, plus TV Rider, to be issued to Trifecta Grill, Inc. Trifecta Grill is a new restaurant owned by Patrick O’Neil, who also owns O’Neil’s in Hubbard Woods and Little Ricky’s at Elm and Lincoln. The new restaurant will be located at 501 Chestnut Street, in the space previously occupied by JP McCarthy’s. The space is currently being renovated.

The number of liquor licenses authorized for each license category is set out in the Appendix to the Village’s Liquor Control Regulations, Chapter 5.09 of the Village Code. The Appendix is established pursuant to Section 5.09.130 of the Village Code, which provides for new liquor licenses to be authorized by Council resolution and allows Village staff to administratively update the Appendix as licenses expire or are surrendered. A copy of the updated Appendix is attached as an exhibit to Resolution R-3-2011.

All of the applicant’s supporting documentation has been received and reviewed by the Police Department. The Chief of Police has determined that all licensing requirements have been met, except that the build-out and final inspections have not been completed. The final premises inspections have two purposes: (i) to determine if the completed construction complies with the Building Code and qualifies for a Certificate of Occupancy, and (ii) to determine if the premises meet the Liquor Ordinance’s specific requirements regarding the limits on bar space for a Class A-1 license, and the location of the television for a TV Rider.

As with past applications, Resolution R-34-2011 provides for the authorization of the new licenses in advance of the completion of the renovations and inspections, so that they can be issued as soon as all requirements have been met. Because the space is still under construction, Village staff recommends that the Council’s approval be subject to the following conditions: (1) passing the Police Department’s premises inspection, as required by the Liquor Ordinance; and (2) passing the final building inspection and issuance of a Certificate of Occupancy by the Community Development Department. Those conditions have been incorporated into the Resolution.

Finally, it should be noted that adopting Resolution R-34-2011 merely creates the additional licenses and makes them available only for Trifecta Grill. The Resolution does not effect the actual issuance of the licenses, as licenses can be issued only by the Village President who, by statute, also serves as Local Liquor Control Commissioner.

**Recommendation:**

- 1) Consider adopting Resolution R-34-2011, authorizing a Class A-1 Liquor License with TV Rider to be issued to Trifecta Grill, Inc., for the operation of a restaurant at 501 Chestnut Street, subject to the conditions stated in the Resolution.

**A RESOLUTION AUTHORIZING  
A CLASS "A-1" LIQUOR LICENSE FOR TRIFECTA GRILL**

**WHEREAS**, the Local Liquor Commissioner has received an application from Trifecta Grill, Inc. requesting a Class A-1 liquor license and TV Rider to allow the service of alcoholic beverages at Trifecta Grill, a restaurant located at 501 Chestnut; and

**WHEREAS**, Council action is required to authorize a new Class A-1 liquor license and TV Rider for issuance to Trifecta Grill, Inc.; and

**WHEREAS**, because renovations to the space have not been fully completed, Village Staff has recommended that the Council's approval be subject to the following conditions: (a) successful completion of the Police Department's premises inspection for compliance with the Liquor Ordinance's premises requirements for Class A-1 and TV Rider; and (b) successful completion of the build-out of the premises, including passing the final inspection for compliance with all applicable Village codes and issuance of a Certificate of Occupancy by the Community Development Department.

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

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

**SECTION 2:** A Class A-1 Liquor License and TV Rider is hereby authorized for issuance to Trifecta Grill, Inc., for the operation of a restaurant at 501 Chestnut Street, subject to the following terms and conditions:

A. The premises at 501 Chestnut Street shall comply with the Village Code's eligibility requirements for a Class A-1 Liquor License with a TV Rider, which shall be determined by the Police Department following an inspection of the completed premises.

B. The construction of the new premises shall be completed in accordance with all applicable Village codes, which shall be determined by the Community Development Department following a final inspection of the completed premises, and which shall be evidenced by the issuance of a final Certificate of Occupancy.

**SECTION 3:** The maximum number of licenses to be issued in each class of license established for the sale of alcoholic liquor under Chapter 5.09 of the Winnetka Village Code shall be as set forth in the table that is attached to this resolution as Exhibit A, which is incorporated herein by reference and shall be appended to said Chapter 5.09 of the Winnetka Village Code.

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

**SECTION 5:** This resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** this 6<sup>th</sup> day of December, 2011, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

Signed:

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

Countersigned:

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

**RESOLUTION NO. R-34-2011**  
**Exhibit A**

**Appendix to Winnetka Village Code Chapter 5.09**

**Authorized Liquor Licenses**

<b>Classification</b>	<b><u>Number</u></b>	<b><u>Licensee</u></b>
A	4	Kyoto Michael Lemongrass Little Lan's
A-1	7	Avli Restaurant Café Aroma Corner Cooks/Jerry's Little Ricky's Mirani's O'Neil's Trifecta Grill
B	2	Grand Food Center Lakeside Foods
C	Unlimited	Issued on an event-by-event basis
D	1	Acute Angle Wines
E	0	
E-1	0	
E-2	1	Winnetka Wine Shop
TV Rider	3	Avli Restaurant Little Ricky's Trifecta Grill
Packaged Meal Rider	1	Avli Restaurant
Sidewalk Restaurant Rider	5	Café Aroma Corner Cooks Little Ricky's Mirani's Winnetka Wine Shop
P	1	Winnetka Park District

## AGENDA REPORT

**SUBJECT:** R-35-2011 – Affordable Housing

**PREPARED BY:** Katherine S. Janega, Village Attorney

**REF:** November 15, 2011 Council Meeting, pp. 19 - 148

**DATE:** November 21, 2011

At the November 15, 2011, Council meeting, Trustee Kates presented a resolution he had prepared. The resolution declares that the Plan Commission has completed the work it was directed to perform under the May 10, 2005, Amended Affordable Housing Plan, and states that the Village shall not expand the provisions of that plan.

Because the November 15<sup>th</sup> agenda set the topic of affordable housing for discussion and policy direction, not for formal action, no action was taken on November 15<sup>th</sup> and the resolution was set for consideration at the next Council meeting.

The attached Resolution R-35-2011 contains the full text of the resolution as presented by Trustee Kates, formatted for consistency with the Village's standard form of resolution,

### **Recommendation:**

- 1) Consider adopting Resolution R-35-2011, A Resolution Pertaining to the Village of Winnetka Amended Affordable Housing Plan.

**A RESOLUTION  
PERTAINING TO THE VILLAGE OF WINNETKA  
AMENDED AFFORDABLE HOUSING PLAN**

WHEREAS, the Village Council has considered the reports of the Planning Commission, the subject matter of comments received at public ~~hearings~~ meetings and other public communications to it and through the tabulation of the responses to the Winnetka Caucus survey and having considered its powers as a home rule community and the matured development of its community and its needs and other relevant factors.

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

**SECTION 1: 1.**—The work of the Village Plan Commission under the ~~a~~A amended Affordable Housing Plan adopted May 10, 2005, is deemed complete and its responsibility thereunder is deemed discharged.

**SECTION 2: 2.**—The Village shall not expand the enacted provisions of the ~~a~~A amended ~~a~~Affordable Housing Plan adopted May 10, 2005 by affordability standards, local preference standards, inclusionary zoning ordinances, land trust vehicles, housing trusts, housing commissions, easing of parking standards, moratoriums on changes of uses of buildings or building space occupancies, or expansion of its application to other areas of the Village as well as Village mandated restrictive covenants limiting sales price.

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

**SECTION 4: This Resolution shall take effect immediately upon its adoption.**

**ADOPTED** this \_\_\_ day of December, 2011, pursuant to the following roll call vote:

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

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

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

Signed: \_\_\_\_\_

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

**Countersigned:** \_\_\_\_\_

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

## **AGENDA REPORT**

**SUBJECT:** Ordinance MC-7-2011 – Commercial and Mixed Use  
Property Maintenance Code

**PREPARED BY:** Katherine S. Janega, Village Attorney

**DATE:** December 1, 2011

**REFERENCE:**

September 6, 2011	Council Agenda, pp. 266 – 339
July 19, 2011	Council Agenda, pp. 52 – 122
June 14, 2011	Council Study Session
April 12, 2011	Council Study Session
October 2, 2007	Council Agenda, pp. 31 – 44
September 18, 2007	Council Agenda, pp. 132 – 145
June 19, 2007	Council Agenda, pp. 228 – 287
November 1, 2011	Council Agenda, pp. 15 - 86

### **Introduction**

Ordinance MC-7-2011 was introduced at the November 1, 2011, Council meeting, following discussions that extended over the course of several meetings. The Ordinance adopts the model International Property Maintenance Code, 2009 Edition (“Model Code”), with certain amendments, as the Village’s Property Maintenance Code (“PMC”).

The discussion on November 1<sup>st</sup>, including the initial presentation of Ordinance MC-7-2011, questioning by the Council, public comment and Council discussion, spanned more than 2 hours. The attached draft of Ordinance MC-7-2011 has been updated to reflect the Council’s discussion that night, following a thorough review of the video recording of that meeting. Because of the extensive red-lining already in Ordinance, changes made since November 1<sup>st</sup> are highlighted in yellow.

It should be noted that not all issues were clearly resolved on November 1<sup>st</sup>, and some other comments have also been received since then. This Agenda Report attempts to explain the latest revisions, identify open policy issues, and, where appropriate, suggest amendatory language to address those remaining issues.

As with the agenda materials at the prior meetings, an updated mark-up of the Model Code is also attached. However, as noted on previous occasions, the Model Code mark-up has been provided solely for illustrative purposes and to assist the Council with reading amended provisions in context. It is not an exhibit to Ordinance MC-7-2011 and it is not incorporated into the Ordinance. Once Ordinance MC-7-2011 is adopted, only the unmarked Model Code will be kept for public reference, as is done with the other adopted codes after the Ordinance is adopted.

### Summary of comments and changes

- **101.2 Scope** (MC-7-2011, p. 6): The scope of the PMC was the subject of extensive comment by Trustee Kates at the November 1<sup>st</sup> meeting. The provision had been revised extensively for the November 1<sup>st</sup> draft, so that it first contained a statement of broad applicability, followed by enumerated exceptions to exclude all single family residences and all residential condominiums, regardless of their location in the Village and regardless of whether they are in “purely residential” or mixed use buildings. Townhouses were also added to the one-and two-family building exclusions. Further changes have been made to the provisions, to add more clarity. Those changes are accompanied by an expanded Drafter’s Note.

The discussion on November 1<sup>st</sup> centered whether “residential owners” of a mixed use condominium association and “residential elements” of commercial buildings (meaning parts of the building owned in part by residential unit owners) should be excluded from the scope of the PMC. (1:23:25 to 1:29:30<sup>1</sup>) Trustee Kates suggested the following wording to address the proposed exclusion (2:34):

Where there is a condominium board composed both of residential members and commercial members, the elements of that building under control of that board are exempted from this act.”

The effect of such an exclusion would be to exclude all commercial buildings under condominium ownership. While the posited rationale for the exclusion is that the residents who live in the building have been responsible. However, the PMC would not come into play at all in any building that is well maintained, and the proposed exclusion would eliminate any authority for the Village to address defects in commercial tenancies in condominium buildings in the event the residential members of the association neglect the commercial portions. In contrast, if a building were under any other form of ownership, the PMC would provide a remedy to the commercial tenant.

It continues to be my opinion as the Village’s Attorney that there is no rational basis for drawing such a distinction, and that enacting an ordinance that makes such a distinction would jeopardize enforcement of the ordinance and encourage condominium conversions as a means of avoiding maintenance requirements.

When the Village President polled the Council on this issue on November 1<sup>st</sup>, two Trustees expressed a willingness to proceed with the exclusions as presented in the draft ordinance, two Trustees gave ambiguous or noncommittal response, and one trustee clearly favored the additional exclusion. The Ordinance was introduced, as drafted, by a unanimous vote of the five Trustees, and the Council did not direct that the exclusions be expanded.

This is a fundamental policy issue that must be resolved before the Council takes a final vote on the Ordinance.

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<sup>1</sup> All time references are to the video recording of the November 1, 2011 meeting. The times are based on the display that appears in the course of playback and may not be exact, due to limitations of the recording system.

- **104.2 Inspections** (MC-7-2011, p. 7): In the course of the discussion about inspections, it became evident that the reference to Fire and Life Safety Code inspections needed clarification, as those inspections are done by the Fire Department and are not intended to be limited by the limited inspections provided for in Section 104.2. The provision has been modified accordingly.
- **Gradual enforcement and opportunity to cure defects** (MC-7-2011, pp. 4-5, 8): Concern was expressed at the Council meeting that the PMC should provide for a warning and an opportunity to cure violations. Section 15.04.090 of the Village Code provides for oral notice, confirmed by a written notice. Written notice includes a statement of what must be done to correct the violation. If steps are immediately taken to correct the violation, then no penalty applies. Section 15.04.090 also provides for emergency exceptions to the notice requirement. Since no citation or further action is taken if the recipient of the notice of violation takes corrective action, that notice provides the opportunity to cure without being subjected citations and fines. To assure that the Village's established practice is carried out in the PMC, Sections 106.2 and 107.2 have been amended to make the notice of violation and form of violation subject to Section 15.04.090. These changes are on page 8 of MC-7-2011 and have been highlighted in yellow.

In addition, to clarify that the notice of violation is not the same as the issuance of a citation that would subject the recipient to fines, a new Section 4 has been inserted, beginning at the bottom of page 4 of MC-7-2011, to amend the types of enforcement actions enumerated in Section 15.04.080.C of the Village Code by inserting a reference to both the issuance of a notice of violation and the issuance of a citation as a form of enforcement action. This amendment is also highlighted in yellow.

- **Appeals Process** (MC-7-2011, pp. 5, 8): Since the November 1<sup>st</sup> meeting, one trustee has raised a question about the appeals process and whether PMC appeals should go to the Village Council rather than the Building and Zoning Board of Appeals.

Chapter 15.72 of the Village Code provides for administrative appeals from building and zoning decisions, including appeals from administrative decisions regarding the model codes adopted by reference pursuant to Section 15.08.010 of the Village Code. Those appeals go to the Building and Zoning Board of Appeals. This Board of Appeals is more commonly known simply as the Zoning Board of Appeals, because their work load is predominantly zoning matters. Because the PMC will be one of the codes adopted by reference in Section 15.08.010, all appeals from PMC decisions would go to that Board. (Once a citation or other court action has been issued, however, the violation becomes a matter for the courts and the administrative appeal is no longer available.)

Because of this established appeals structure, Section 111.1 of the Model Code has been amended to provide for appeals under Chapter 15.72 (MC-7-2011, p. 8), and all other provisions of Section 111 of the Model Code have been deleted (MC-7-2011, p. 5).

The appeals process is firmly established in the Code and the Building and Zoning Board of Appeals regularly conducts hearings. While appeals under Chapter 15.72 are rare, that Board is nonetheless best equipped to consider Building Code appeals. Given the established process and the consistency it provides, as well as the Council's already heavy workload and the fact that, within six months no Council member other than the Village President will have had any experience with serving in a quasi-judicial capacity on any Village body, staff does not recommend changing the established process.

- **Stop Work Orders** (MC-7-2011, pp. 5, 8): Section 112 of the Model Code contains the Stop Work Order provisions, while Section 15.04.100 of the Village Code contains a far more detailed process, with escalating sanctions. Subsection C of Section 15.04.100 also addresses emergency conditions, *i.e.*, work that “may be necessary to prevent damage to persons or property.” Because of concerns expressed in the course of Council discussion regarding potential conflicts between the two provisions, as well as the absence of an emergency exception in the Model Code, MC-7-2011 has been amended by deleting three of the four sections in Section 112 of the Model Code and stating that they are superseded by Section 15.04.100 of the Village Code. (MC-7-2011, p. 5) The fourth of the Model Code's stop work order provisions, Section 112.4, has been retained. (MC-7-2011)
- **602.3 Heat Supply; 602.4 Occupiable Work Space** (MC-7-2011, p. 11): At the November 1<sup>st</sup> meeting, Trustee Johnson reiterated his concerns over the length of the heating season and the minimum temperatures. While this is a policy matter and the Council was not specifically polled on this issue, the Council's discussion reflected a general acceptance of Trustee Johnson's suggestion that the heating season be extended to run from October through May and that the minimum temperatures be raised to 68°F from 65°F, and MC-7-2011 has been amended accordingly.
- **Web Posting of MC-7-2011** (MC-7-2011, p. 13): As has been noted previously, State law requires that the Village submit Ordinance MC-7-2011 to the Illinois Building Commission for posting on the web for 30 days before it can be effective. Due to the need for further amendments and for resolution of remaining policy issues, MC-7-2011 could not be posted following the November 1<sup>st</sup> Council meeting. Consequently, a new Section 10 has been added to MC-7-2011, to direct the Village Clerk to follow-up on the posting requirement. In addition, the effective date of the ordinance in Section 12 has been amended to factor in the 30-day posting.

**Recommendation:**

- 1) Consider amending Ordinance MC-7-2011 as indicated in the attached revised draft.
- 2) Consider adopting Ordinance MC-7-2011, as amended.

**AN ORDINANCE  
ADOPTING THE 2009 EDITION  
OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE  
FOR INCORPORATION INTO TITLE 15 OF THE WINNETKA VILLAGE CODE  
TO ESTABLISH PROPERTY MAINTENANCE REGULATIONS  
FOR COMMERCIAL AND MIXED USE PROPERTIES  
IN THE VILLAGE OF WINNETKA**

**WHEREAS**, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to regulate for the protection of the public health, safety, morals and welfare; and

**WHEREAS**, from time to time, the Village receives calls from tenants of both rental apartments and commercial spaces regarding a variety of building maintenance issues; and

**WHEREAS**, the Village has not received such complaints from occupants of residential condominiums; and

**WHEREAS**, in January, 2006, the Council of the Village of Winnetka (“Village Council”) created a Property Maintenance Study Group (“Study Group”) to examine the possibility of creating a property maintenance code in the Village;

**WHEREAS**, the Study Group consisted of four members of the Business Community Development Commission (“BCDC”) and three members from the Winnetka Chamber of Commerce, with the Director of Community Development Department serving as staff liaison; and

**WHEREAS**, the Study Group determined that there was a need within the Village for some type of property maintenance code and recommended that the Village use the 2003 Edition of the International Property Maintenance Code (“2003 Model Code”) as the basis for the Village’s property maintenance code and that the proposed maintenance code should not apply to single family residences; and

**WHEREAS**, the BCDC considered the Study Group’s recommendations and recommended that the property maintenance code apply only to commercial properties; and

**WHEREAS**, in April 2011, the Village Council heard complaints from a residential apartment tenant about the condition of her rental apartment in a downtown building; and

**WHEREAS**, the Winnetka Plan Commission included a property maintenance code for downtown residential buildings among recommendations it presented at the April 12, 2011, Village Council Study Session; and

**WHEREAS**, upon concluding its discussion of the Plan Commission's recommendations, the Village Council directed staff to draft language for a property maintenance code; and

**WHEREAS**, at its June 14, 2011, study session, after considering the Director of Community Development's presentation of a proposed draft of a Commercial and Mixed Use Property Maintenance Code, the Village Council directed the Village Attorney to draft an ordinance for introduction adopting a property maintenance code for commercial and mixed use properties; and

**WHEREAS**, Village staff has recommended that the Village's property maintenance code be based on the 2009 Edition of the model International Property Maintenance Code ("2009 Model Code"), with certain amendments, and that the 2009 Model Code be incorporated into the provisions of Title 15 of the Winnetka Village Code, "Building and Construction;" and

**WHEREAS**, the Council of the Village of Winnetka ("Village Council") have considered the recommendations of the Study Group, the BCDC, the Plan Commission and Village staff and find and determine that adopting the 2009 Model Code with the amendments proposed by the Village staff will benefit the public health, safety and welfare by assuring that all construction activity in the Village of Winnetka is performed pursuant to the most recent nationally recognized standards; and

**WHEREAS**, the Village Council have further determined that incorporating the property maintenance provisions into Title 15 of the Village Code in the same manner that other model codes were adopted by reference in 2005 pursuant to Ordinance MC-3-2005 will facilitate the administration of regulations pertaining to construction activity and maintenance of commercial buildings in the Village of Winnetka; and

**WHEREAS**, the Village Council have further determined that adopting the 2009 Model Code as provided herein will establish a procedure for receiving and responding to complaints from tenants of commercial, multi-family residential and mixed commercial and multi-family residential buildings in the commercial zoning districts; and

**WHEREAS**, the Village Council have further determined that it is not necessary to include residential condominiums within the scope of the Village's property maintenance code, as the self-governance of residential condominiums through condominium association by-laws appears to be a

reasonably adequate means of providing for the maintenance of residential condominium buildings and the protection of the safety of the residents of those condominiums; and

**WHEREAS**, copies of the foregoing 2009 Model Code have been maintained on file in the office of the Village Clerk for at least 30 days prior to the effective date of this ordinance; and

**WHEREAS**, as required by Section 1-2-3.1 of the Illinois Municipal Code, the Village ~~has~~ will provided the Illinois Building Commission with notice of the amendments to the Village' Building Code pursuant to this Ordinance MC-7-2011, by identifying the 2009 Model Code by title and edition, and by providing a copy of this Ordinance for posting on the Internet for at least 30 days prior to the effective date of this ordinance.

**NOW, THEREFORE**, the Council of the Village of Winnetka do ordain:

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

**SECTION 2:** Section 15.04.020, "Scope," of Chapter 15.04, "General Provisions," of Title 15 of the Winnetka Village Code, "Buildings and Construction," is amended to provide as follows:

**Section 15.04.020 Scope.**

This title establishes the minimum requirements for construction activities in the Village, and for all other matters affecting or relating to buildings, structures and site work, including but not limited to electrical equipment, engineering, fire prevention and building safety, plumbing, drainage and sanitation systems, heating, ventilation and air conditioning systems, and compliance with the tree preservation, occupancy, ~~and~~ zoning and property maintenance requirements as provided in this code.

**SECTION 3:** The definition of the term "Building Officer" in Subsection B of Section 15.04.050, "Definitions," of Chapter 15.04, "General Provisions," of Title 15 of the Winnetka Village Code, "Buildings and Construction," is amended to provide as follows:

"Building Officer" means any officer or employee of the Village responsible for administering or enforcing any provision of this title or any provision of this code that is administered pursuant to this title. The term "Building Officer" includes: the Director of Community Development; the Village Engineer; the Director of Public Works; the Fire Chief; ~~the Director of Community Development;~~ the Health Officer; the Plan Examiner; and the building, electrical, code enforcement, engineering, fire prevention, forestry, mechanical, plumbing, water and electric, and zoning inspectors. The term "Building Officer" also includes any person who is a "building official" or "code official" under any of the codes adopted by reference in Chapter 15.08 of this Code. The term "Building Officer" also includes such other professional service providers as may be engaged by the Village and

such other person as may be assigned or directed by the Director or the Village Manager to perform any of the functions of a Building Officer.

**SECTION 4:** Subsection C of Section 15.04.080, “Enforcement procedures for violations,” of Chapter 15.04, “General Provisions,” of Title 15 of the Winnetka Village Code, “Buildings and Construction,” is amended to provide as follows:

B. Types of Enforcement Actions. Enforcement actions shall include, but not be limited to, the issuance of a stop work order or notice of violation, permit revocation, issuance of a citation for violation or the bringing of any other civil action to recover any penalty or fine, or the institution of the appropriate action at law or in equity to restrain, correct or abate such violation or to require the removal of the unlawful use or act.

**SECTION 5.4:** Subsection C of Section 15.04.110, “Penalties; Fines,” of Chapter 15.04, “General Provisions,” of Title 15 of the Winnetka Village Code, “Buildings and Construction,” is amended to provide as follows:

C. Separate Offenses. Each act of violation and each day that a violation continues after due written notice has been served ~~upon which a violation occurs~~ shall constitute a separate offense.

**SECTION 6.5:** Section 15.08.010, “Adoption of Model Codes by Reference,” of Chapter 15.08, “Model Codes Adopted by Reference,” of Title 15 of the Winnetka Village Code, “Buildings and Construction,” is amended to provide as follows:

**Section 15.08.010 Adoption of Model Codes by Reference.**

The model codes described in the following subsections A through G are each adopted by reference pursuant to the home rule authority of the Village of Winnetka under Article VII, Section 6 of the State of Illinois Constitution of 1970, and further pursuant to applicable provisions of the Illinois Municipal Code and the Municipal Adoption of Codes and Records Act, 50 ILCS 220/1 through 220/7, except as modified by the exclusions, amendments and additional provisions set forth in this chapter.

- A. International Building Code, 2003 Edition.
- B. International Residential Code for One- and Two-Family Dwellings, 2003 Edition.
- C. International Mechanical Code, 2003 Edition.
- D. International Fuel Gas Code, 2003 Edition.
- E. State of Illinois Plumbing Code, 2004 Edition, as promulgated by the Illinois Department of Public Health and published in Title 77 of the Illinois Administrative Code, Chapter I, Subchapter R, Part 890,
- F. National Electrical Code, 2002 Edition.
- G. International Fire Code, 2003 Edition. (See Chapter 15.16)

H. International Property Maintenance Code, 2009 Edition.

**SECTION 7-6:** Paragraph 1 of Subsection A of Section 15.08.020, “Amendments to the International Building Code, 2003 Edition,” of Chapter 15.08, “Model Codes Adopted by Reference,” of Title 15 of the Winnetka Village Code, “Buildings and Construction,” is amended to provide as follows:

1. **101.4.5 Property maintenance.** (See WVC Section 15.08.080 for commercial and mixed use property maintenance provisions.)

**SECTION 8-7:** Chapter 15.08, “Model Codes Adopted by Reference,” of Title 15 of the Winnetka Village Code, “Buildings and Construction,” is amended by adding a new Section 15.08.080, which shall be titled “Amendments to the International Property Maintenance Code, 2009 Edition” and shall provide as follows:

**Section 15.08.080 Amendments to the International Property Maintenance Code, 2009 Edition**

A. **Exclusions.** The following provisions of the International Property Maintenance Code, 2003 Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. **104.3 Right of entry.** (Superseded by WVC Section 15.04.070)
2. **111.2 Membership of board.** (Superseded by WVC Chapter 3.36)
3. **111.2.1 Alternate members.** (Superseded by WVC Chapter 3.36)
4. **111.2.2 Chairman.** (Superseded by WVC Chapter 3.36)
5. **111.2.3 Disqualification of member.** (Superseded by WVC Chapter 3.36)
6. **111.2.4 Secretary.** (Superseded by WVC Chapter 3.36)
7. **111.2.5 Compensation of members.** (Superseded by WVC Chapter 3.36)
8. **111.3 Notice of meeting.** (Superseded by WVC Chapter 15.72)
9. **111.4 Open hearing.** (Superseded by WVC Chapter 15.72)
10. **111.4.1 Procedure.** (Superseded by WVC Chapter 15.72).
11. **111.5 Postponed hearing.** (Superseded by WVC Chapter 15.72).
12. **111.6 Board decision.** (Superseded by WVC Chapter 15.72).
13. **111.6.1 Records and copies.** (Superseded by WVC Chapter 15.72).
14. **111.6.2 Administration.** (Superseded by WVC Chapter 15.72).
15. **111.7 Court review.** (Superseded by WVC Chapter 15.72).
16. **111.8 Stays of enforcement.** (Superseded by WVC Chapter 15.72).
17. **112.1 Authority** (Superseded by WVC Section 15.04.100)
18. **112.2 Issuance** (Superseded by WVC Section 15.04.100)
19. **112.3 Emergencies** (Superseded by WVC Section 15.04.100)
- ~~20. 17.~~ **Section 303 Swimming Pools, Spas and Hot Tubs.** (Superseded by WVC Chapter 15.56)
- ~~21. 18.~~ **Section 308.3.1 Garbage facilities.**

~~22. 19.~~ **Section 308.2 Owner.**

~~23. 20.~~ **Section 403.3 Cooking facilities.**

~~24. 22.~~ **Section 602.3 Heat supply.** Retain text; delete Exception 1 only.

B. **Amendments.** The following provisions of the 2009 Edition of the International Property Maintenance Code are amended for adoption by the Village and shall provide as follows:

1. 101.1 Title. These regulations shall be part of the Property Maintenance Code of the Village of Winnetka. As used in the International Property Maintenance Code, 2009 Edition, as adopted and amended by the Village, “this code” shall mean the Property Maintenance Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term “this code” shall mean the Winnetka Village Code, and the Property Maintenance Code of the Village of Winnetka shall be called the “Property Maintenance Code.”

2. 101.2 Scope. Except as provided in Section 101.2.1, Subject to the exceptions stated below, the provisions of this Property Maintenance Code shall apply to all existing residential, commercial and mixed use structures and premises, as defined in this code, and shall constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

Exceptions. The provisions of this Property Maintenance Code shall not apply to any of the following

1. The provisions of this Property Maintenance Code shall not apply to any buildings or structures located within any of the single-family residential zoning districts established pursuant to Chapter 17.08 of the Village Code.

2. The provisions of this Property Maintenance Code shall not apply to any residential condominium buildings or residential condominium units, regardless of where they are located.

3. The provisions of this Property Maintenance Code shall not apply to any residential condominiums or residential common areas in buildings with that have a mixture of residential condominiums and other uses, regardless of where they such buildings are located, to the portions of such buildings that contain residential condominium units.

4. The provisions of this Property Maintenance Code shall not apply to any owner-occupied townhouses or one- or two-family residential buildings located in any of the multi-family or commercial zoning districts established pursuant to Chapter 17.08 of the Village Code.

**[Drafter’s Note:** Section 101.2 is drawn nearly verbatim from section 101.2 of the IPMC. The four exceptions, which were added in the draft considered at the November 1, 2011, Council meeting, have been rephrased in an effort to make them clearer. In addition, the reference to Section 101.2.1 has been deleted. That number was originally used to indicate the exceptions; however, the reformatted exceptions

use the form of the Model Code, which merely uses the heading “Exceptions,” without assigning a ~~section~~secant number. Section 101.2 now clearly excludes all of the single family zoning districts, all residential condominiums, regardless of their location, and all owner-occupied one-and two-family buildings in the B-1, B-2, C-1 and C-2 zoning districts. The revised provision was the subject of extensive discussion at the November 1<sup>st</sup> Council meeting. As currently worded, they better reflect the recitals and focuses the PMC on the sources of the complaints that generated the property maintenance code discussions: rental apartments and commercial uses. However, the exceptions to do not extend to what have been referred to as “residential elements” of mixed use condominium buildings, i.e., the building’s skeleton, roof, foundation, exterior walls, building systems and pipes, ducts and lines that run through the walls.]

**3. 101.3 Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of the commercial and mixed use structures and premises to which this code applies. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein. Repairs, alterations, additions to and change of occupancy in existing buildings shall comply with Title 15 of the Village Code and all other applicable building codes adopted by the Village.

**4. 102.1 General.** The provisions of this code shall apply to all matters affecting or relating to commercial and mixed use structures and premises, as set forth in Section 101. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code or the Village Code specify different requirements, the most restrictive shall govern.

**5. 102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of Titles 15 and 16 of the Village Code, including the procedures and provisions of the model codes adopted by reference pursuant to Chapter 15.08 of the Village Code, and all other applicable sections of the Village Code.

**6. 102.8 Requirements not covered by code.** Requirements that are necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or that are necessary for the public safety, health and general welfare, but that are not specifically covered by this code, shall be determined by the *code official*.

**7. 103.1 General.** The Department of Community Development created pursuant to Chapter 2.44 of the Village Code is responsible for property maintenance inspection and administration and the executive official in charge thereof, also known as the Director of Community Development, shall be known as the code official.

**8. 103.2 Appointment.** The *code official* shall be appointed by the Village Manager.

**9. 103.3 Deputies.** Subject to the approval of the Village Manager and to the provisions of Chapter 2.44 of the Village Code, the *code official* shall have the authority to appoint one or more deputy code officials, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

**10. 103.5 Fees.** The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be established as provided in Section 15.32.020 of the Village Code.

**11. 104.2 Inspections.** The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Such inspections may take place only (i) if a complaint respecting said premises has been received by the *code official* and such complaint, in the opinion of said *code official*, provides reasonable grounds for belief that a violation exists; or (ii) such inspection is undertaken by the Fire Department as part of the regular Fire and Life Safety Code inspection program. All reports of such inspections shall be in writing and shall be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority. Nothing in this section shall be construed as prohibiting or otherwise limiting inspections made by the Winnetka Fire Department as part of its regular Fire and Life Safety Code inspection program.

**12. 106.2 Notice of violation.** The code official shall serve a notice of violation or order in accordance with Section 107 of this code and Section 15.04.090 of the Village Code.

**13. 106.3 Prosecution of violation.** Any person who violates a provision of this code shall be subject to the enforcement proceedings, as provided in Chapter 15.04 of the Village Code. Any action taken against a property owner by the authority having jurisdiction on such *premises* shall also be charged against the real estate upon which the structure is located, and shall be a lien against such real estate.

**14. 106.4 Violation penalties.** Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws and shall be subject to penalties and fines as provided in Section 15.04.110 of the Village Code.

[**Drafter's Note:** Section 15.04.110 establishes the range of fines, provides for pre-court payment and, as indicated in Section 4 of this Ordinance, above, it also provides that each day a violation continues is a separate offense.]

**15. 107.1 Notice to person responsible.** Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in accordance with Section 15.04.090 of the Village Code and in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

**16. 107.2 Form.** All notices required under Section 107.1 shall comply with Section 15.04.090 of the Village Code.

**17. 110.2 Notices and orders.** All notices and orders shall comply with Section 107 of this code and with Section 15.04.090 of the Village Code.

**18. 111.1 Application for appeal.** Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the Building and Zoning Board of Appeals as provided in Chapter 15.72 of the Village Code.

**19. 112.4 Fines; Failure to Comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fee of not less than \$250 nor more than \$750.

## **20. SECTION 202 GENERAL DEFINITIONS**

**HABITABLE SPACE; HABITABLE ROOM.** A room or other space in a structure for living, sleeping, eating or cooking. *Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.*

**-[Drafter's Note:** The Model Code defines "habitable space," but not "habitable room." The definition of "habitable space" was amended in the November 1<sup>st</sup> draft by adding the reference to "habitable room" and by expanding the scope of the definition to include rooms, as well as space.]

**21. 302.4 Weeds.** All *premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of six (6) inches. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. All noxious weeds, as defined in Section 8.20.030 (B) of the Village Code, are prohibited and shall be removed or destroyed as provided in said Section 8.20.030 (B).

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. The cost of such removal shall be a lien against the property, to the extent permitted by law. Such lien shall be recorded against the property as provided in Chapter 8.2 of the Village Code.

**22. 304.1.1 Unsafe Conditions.** The following conditions shall be determined to be unsafe and shall be repaired or replaced to comply with the *International Building Code, as adopted and amended pursuant to Chapter 15.08 of the Village Code, and with all other applicable provisions of the Village Code. [Paragraphs 1 through 13 of Section 304.1.1 and Exceptions 1 and 2 to Section 304.1.1 are not amended.]*

**23. 304.2 Protective treatment.** All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. All siding and masonry joints as well as those between the building envelope and

the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. ~~Oxidation stains shall be removed from exterior surfaces.~~ Surfaces designed for stabilization by oxidation are exempt from this requirement.

**24. 304.3 Premises identification.** Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property.

**25. 304.13.2 Openable windows.** Every window ~~that can be opened, including every window required for ventilation or for emergency ingress and egress,~~ shall be easily openable and capable of being held in position by window hardware.

**26. 304.14 Insect screens.** *Ventilation* of commercial food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with *approved* tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition. ~~[The Exception to Section 304.14 is not amended.]~~

**27. 305.1 General.** The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the structure which they occupy or control in a clean and sanitary condition.

**28. 305.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code*, as adopted and amended pursuant to Chapter 15.08 of the Village Code or with any other applicable provision of the Village Code, as required for existing buildings: [Paragraphs 1 through 6 of Section 305.1.1 and Exceptions 1 and 2 of Section 305.1.1 are not amended.]

**29. 305.3 Interior surfaces.** All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. ~~Cracked or loose plaster,~~ ~~Decayed wood and other defective surface conditions shall be corrected.~~

### **30. SECTION 308 REFUSE, RUBBISH AND GARBAGE**

**31. 308.1 Accumulation of refuse, rubbish or garbage.** All *exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of refuse, rubbish and garbage.

**32. 308.2 Disposal of refuse and rubbish.** Every *occupant* of a structure shall dispose of all refuse and rubbish in a clean and sanitary manner by placing such *rubbish* in *approved* containers that comply with Chapter 8.16 of the Village Code.

**33. 308.2.1 Refuse and rubbish storage facilities.** The *owner* of every occupied *premises* shall supply *approved* covered containers for refuse, and the owner of the *premises* shall be responsible for the removal of refuse in accordance with Chapter 8.16 of the Village Code.

**34. 308.3 Disposal of garbage and refuse.** Every *occupant* of a structure shall dispose of garbage and refuse in a clean and sanitary manner by placing such garbage or

refuse in an *approved* disposal facility or garbage container that complies with Chapter 8.16 of the Village Code.

**35. 308.3.2 Containers.** The *operator* of every establishment that produces garbage or refuse shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

**36. 309.3 Single occupant.** The *occupant* of a single-tenant nonresidential structure shall be responsible for *pest elimination* on the *premises*.

~~33.37. 404.3 Minimum ceiling heights. Exceptions 1 and 2 are deleted.~~

[**Drafter's Note:** Exceptions 1 and 2 have been stricken because they pertain to single family homes, which will not be subject to the Property Maintenance Code as adopted by the Village.]

**38. 502.4.1 Drinking facilities.** Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or a water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

**39. 502.5 Public toilet facilities.** Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the Illinois Plumbing Code as adopted and amended pursuant to Chapter 15.08 of the Village Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises* that the premises are open to the public.

**40. 503.3 Location of employee toilet facilities.** Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 300 feet from the employees' regular working area. Employee facilities shall either be separate facilities or combined employee and public facilities.

**Exception:** Facilities that are required for employees in storage structures or kiosks, and that are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 300 feet from the employees' regular working area to the facilities.

**41. 505.1 General.** Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to the Village of Winnetka Municipal Water Utility in accordance with Chapter 13.04 of the Village Code. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the State of Illinois Plumbing Code, 2004 Edition.

**42. 506.1 General.** All plumbing fixtures shall be properly connected to the Village of Winnetka sanitary sewer system in accordance with Chapter 15.24 of the Village Code.

**43. 507.1 General.** Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall comply with the applicable provisions of Chapter 15.24 and

15.68 of the Village Code. Such drainage shall not be discharged in a manner that creates a public nuisance.

**44. 602.3 Heat supply.** Every owner and operator of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from October 15<sup>th</sup> to April 15<sup>th</sup> October 1<sup>st</sup> through May 31<sup>st</sup> to maintain a temperature of not less than 68°F in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions: Exceptions 1 and 2 are deleted.

—1. [Exception 1 is deleted.]

—2. In areas where the average monthly temperature is above 30°F, a minimum temperature of 65°F shall be maintained.

**45. 602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied with heat during the period from October 15<sup>th</sup> to April 15<sup>th</sup> October 1<sup>st</sup> through May 31<sup>st</sup> to maintain a temperature of not less than 65°F (18°C) 68°F (20°C) during the period the spaces are occupied. The provisions of this section shall not apply to processing, storage and operation areas that require cooling or special temperature conditions, or to areas in which persons are primarily engaged in vigorous physical activities. [Exceptions 1 and 2 to Section 602.4 are not amended.]

**46. 603.1 Mechanical equipment and appliances.** The installation, alteration, repair and replacement of all mechanical equipment and appliances shall be subject to the provisions of the International Mechanical Code, 2003 Edition, as adopted and amended pursuant to Chapter 15.08 of the Village Code. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

**47. 604.1 Facilities required.** Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605. Such electrical system shall be properly connected to the Village of Winnetka Municipal Electric Utility in accordance with Chapter 13.08 of the Village Code.

**48. 604.2 Service.** The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the National Electrical Code, 2002 Edition, as adopted and amended pursuant to Chapter 15.08 of the Village Code. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 200-60 amperes.

**49. 701.1 Scope.** The minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided, shall be governed by the provisions of this chapter, and applicable provisions of the Village Code, including the International Fire Code, 2003 Edition, and NFPA 101 Life Safety Code, 2000 Edition, as said codes are adopted and amended by the Village of Winnetka pursuant to Chapter 15.16 of the Village Code. In the event of a conflict between these codes, the most restrictive code shall apply.

**50. 702.1 General.** A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the International Fire Code, 2003 Edition, and NFPA 101 Life Safety Code, 2000 Edition, as said codes are adopted and amended by the Village of Winnetka pursuant to Chapter 15.16 of the Village Code.

**51. 702.2 Aisles.** The required width of aisles in accordance with the International Fire Code, 2003 Edition, and NFPA 101 Life Safety Code, 2000 Edition, as said codes are adopted and amended by the Village of Winnetka pursuant to Chapter 15.16 of the Village Code, shall be unobstructed.

**52. 702.3 Locked doors.** All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Fire Code, 2003 Edition, and NFPA 101 Life Safety Code, 2000 Edition, as said codes are adopted and amended by the Village of Winnetka pursuant to Chapter 15.16 of the Village Code.

**53. 704.1 General.** All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with applicable provisions of the Village Code, including the International Fire Code, 2003 Edition, and NFPA Public 72, National Fire Alarm Code, 1996 Edition, NFPA Publication 13, Standards for the Installation of Automatic Sprinkler Systems, 1999 Edition, as said codes are adopted and amended by the Village of Winnetka pursuant to Chapters 8.04 and 15.16 of the Village Code. In the event of a conflict between these codes, the most restrictive code shall apply.

**54. 704.2 Smoke alarms.** Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* and cellars but not including crawl spaces and uninhabitable attics. In dwellings or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single or multiple-station smoke alarms shall be installed in other groups in accordance with applicable provisions of the Village Code, including the International Fire Code, 2003 Edition, and NFPA Public 72, National Fire Alarm Code, 1996 Edition, as said codes are adopted and amended by the Village of Winnetka pursuant to Chapters 8.04 and 15.16 of the Village Code. In the event of a conflict between these codes, the most restrictive code shall apply.

**C. Additions.** The International Property Maintenance Code, 2003 Edition, is further amended for adoption by the Village by adding the following provisions:

**1. 202 General Definitions:**

**a. REFUSE.** All system waste, as defined in Section 8.16.010 of the Village Code, as well as ashes, manure and yard waste.

**b. VILLAGE CODE.** The Winnetka Village Code, as published by the Village of Winnetka, including all amendments thereto.

**2. 308.3.3 Grease Disposal.** All food service establishments and all retail food stores shall dispose of grease as provided in Section 8.12.010 of the Village Code.

**3. 309.6 Food Services and Retail Food Stores.** All food service establishments and all retail food stores shall comply with the pest control provisions of Section 8.12.200 of the Village Code.

**SECTION 9-8:** Copies of all model codes adopted by reference in this Ordinance shall continue to be maintained on file in the office of the Village Manager in the manner provided by law.

**SECTION 10:** Pursuant to Section 1-2-3.1 of the Illinois Municipal Code, the Village Clerk shall promptly notify the Illinois Building Commission of the amendments to the Village of Winnetka Building Code pursuant to this Ordinance MC-7-2011, which notice shall refer to the adoption by reference of the International Property Maintenance Code, 2009 edition, and shall include a copy of this Ordinance for posting on the Internet for at least 30 days prior to the effective date of this Ordinance.

**SECTION 11-9:** This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

**SECTION 12-10:** This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law, or 30 days after it is submitted to the Illinois Building Commission for posting on the internet, whichever is later.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2011, pursuant to the following roll call vote:

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

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

ABSENT: Trustee Braun [recused]

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2011.

Signed:

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Village President

Countersigned:

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Village Clerk

Introduced: November 1, 2011

Posted: November 2, 2011

Passed and Approved:

Posted:

Submitted to Illinois Building Commission:

Posted by Illinois Building Commission:

## **AGENDA REPORT**

Subject:                   **Ordinance M -18- 2011        2011 Tax Levy Ordinance**  
                                 **Ordinance M -19- 2011        2011 Tax Abatement Ordinance**  
                                 **Ordinance M – 20 – 2011      SSA 3 Tax Levy Ordinance**  
                                 **Ordinance M – 21 – 2011      SSA 4 Tax Levy Ordinance**  
                                 **Ordinance M – 22 – 2011      SSA 5 Tax Levy Ordinance**

Prepared by:               Ed McKee, Finance Director

Reference:                 2011 / 2012 Budget Hearings  
                                  November 1, 2011 Council Meeting

Date:                        November 23, 2011

### **Executive Summary:**

The Village of Winnetka is primarily a residential community that pays for many traditional municipal services with property tax revenues.

At the November 1<sup>st</sup> Council Meeting, the budget and property tax levy was reviewed. Staff was directed to prepare the 2011 property tax levy with a projected 1.5% increase for existing tax payers and a projected 1.3% to be generated from new development.

The following chart compares property taxes paid in 1997 versus 2010. It assumes a \$14,877 property tax bill in 1997 and a \$25,946 property tax bill in 2010. Over this long time frame, the Village had the second lowest property tax increase.

It is important to remember that the Village's property taxes are the largest and most stable revenue source for the general fund and are used to pay for most of the traditional municipal services (police, fire, public works, etc.). The Village has continued to abide by the non-home rule property tax rules. The 2010 property tax levy was \$372,877 or 2.8% higher and still have been within the non-home rule entity limit.

**Comparison of Property Taxes Paid  
Typical Taxing Districts in Winnetka  
2010 Versus 1997**

10.31.2011

	1997 *			2010 **			Increase in Taxes Paid	% Change
	Tax Rate	Taxes Paid	%	Tax Rate	Taxes Paid	%		
Winnetka Public Schools	2.723	\$4,712	31.67%	2.432	\$10,317	39.76%	\$5,605	119.0%
New Trier High School	1.967	\$3,404	22.88%	1.474	\$6,253	24.10%	\$2,849	83.7%
Village of Winnetka	1.481	\$2,563	17.23%	0.817	\$3,466	13.36%	\$903	35.2%
Cook County	1.028	\$1,779	11.96%	0.474	\$2,011	7.75%	\$232	13.0%
Winnetka Park District	0.445	\$770	5.18%	0.271	\$1,150	4.43%	\$380	49.4%
Water Reclamation District	0.451	\$780	5.24%	0.274	\$1,162	4.48%	\$382	49.0%
All Others	0.502	\$869	5.84%	0.374	\$1,587	6.12%	\$718	82.6%
<b>Total</b>	<b>8.597</b>	<b>\$14,877</b>	<b>100.00%</b>	<b>6.116</b>	<b>\$25,946</b>	<b>100.00%</b>	<b>\$11,069</b>	<b>74.4%</b>
Consumer Price Index - U	158.600			215.949	13 Year Increase in CPI >>			36.2%
CPI Index (December, 13 years)	1996			2009	Annual Geometric Mean >			2.4%

On a \$20,000 total property tax bill, the Village receives 13.36% of those dollars or \$2,672. A 1.5% increase on the Village portion of the property tax bill equates to \$40.

The total shown in the property tax levy ordinance reconciles with the amount residents will actually pay in property taxes as reflected on the Property Tax Levy Calculations worksheet as follows:

Amount Shown in Tax Levy Ordinance	\$13,800,546
Plus: 5% loss and cost on \$132,285 P&I	6,614
Less: Abatement Ordinance Reduction	(334,760)
2011 Tax Levy to be Paid by Taxpayers	<u>\$13,472,400</u>

Attached is a schedule of Special Service Area Financing and the information presented to the Council on November 1, 2011 as background information.

Staff will be available at the Council Meeting to answer any questions.

**Recommendation:** Consider Introduction of Ordinance M – 18 - 2011 Levying Taxes for the Year 2011 in the amount of \$13,800,546.

Consider Introduction of Ordinance M - 19 – 2011 Abating the Tax Heretofore Levied for the Year 2011 (Series 2003 Bonds) in the amount of \$334,760.

Consider Introduction of Ordinance M - 20 – 2011 Levying Taxes for Special Service Area 3, Trapp Lane for the Year 2011 in the amount of \$35,700.

Consider Introduction of Ordinance M - 21 – 2011 Levying Taxes for Special Service Area 4, Elm, Oak, Locust, Rosewood for the Year 2011 in the amount of \$4,991.

Consider Introduction of Ordinance M - 22 – 2011 Levying Taxes for Special Service Area 5, Elm, Oak, Rosewood, Glendale for the Year 2011 in the amount of \$4,240.

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

11.23.11

4.00%

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

Village of Winnetka  
 Schedule of Special service Area Financing  
 Interest Rate  
 Calculation of Budget Amounts for 2011/12

11.23.11

4.00%

	SSA #3 Trapp Lane	SSA # 4 Elm, Oak, Locust, Rosewood	SSA # 5 Elm, Oak Rosewood, Glendale
	est cost	final cost	final cost
SSA Principal Amount for Homeowners	\$ 315,947.50	\$ 37,000.00	\$ 40,312.50
Limit in Ordinances Approving SSA	\$ 315,947.50	\$ 37,000.00	\$ 40,312.50
Term of Repayments in Years	10	5	5

Debt Retirement Schedule

2011 Tax Levy			
Beginning Principal	\$ 315,947.50	\$ 37,000.00	\$ 40,312.50
Interest @ 4%	\$ 12,638.00	\$ 1,480.00	\$ 1,613.00
Principal repaid	\$ 31,595.00	\$ 7,400.00	\$ 8,063.00
Interest and Principal for YR	\$ 44,233.00	\$ 8,880.00	\$ 9,676.00

**ORDINANCE NO. M-18-2011**

**AN ORDINANCE LEVYING TAXES FOR THE YEAR 2011**

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

**WHEREAS**, on March 22, 2011, the Council of the Village of Winnetka (“Village Council”) adopted Resolution No. R-3-2011, which budgeted \$30,215,243 to meet the expenses and liabilities of the Village for general corporate purposes, refuse collection and disposal, debt service principal and interest, and retirement fund contributions for the fiscal year beginning April 1, 2011, and ending March 31, 2012; and

**WHEREAS**, pursuant to page 12 of the budget approved on March 22, 2011, the Village Council has made its preliminary estimate of the 2011 levy, estimating that it is necessary to raise \$13,846,385 by taxation of taxable property within the Village for general corporate purposes, for refuse collection and disposal, for debt service principal and interest and for retirement fund contributions for the fiscal year beginning April 1, 2011, and ending March 31, 2012; and

**WHEREAS**, at its November 1, 2011, meeting, the Village Council directed the staff to present a 2011 property tax levy for consideration at the December 6, 2011, Village Council meeting, said property tax levy to be in the amount of \$13,800,546 as was estimated to be necessary to be raised by taxation of taxable property within the Village for general corporate purposes, for refuse collection and disposal, for debt service principal and interest and for retirement fund contributions for the fiscal year beginning April 1, 2011, and ending March 31, 2012; and

**NOW, THEREFORE**, the Council of the Village of Winnetka do ordain:

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

**SECTION 2:** That in order to meet the expenses and liabilities of the Village of Winnetka for the fiscal year beginning April 1, 2011, and ending March 31, 2012, for general corporate purposes, for refuse collection and disposal, for debt service principal and interest and

for retirement fund contributions, there is hereby levied upon all of the taxable property within the corporate limits of the Village of Winnetka subject to taxation for the current year, as assessed and equalized for the year 2011, the sum of Thirteen Million Eight Hundred Thousand Five Hundred Forty Six dollars (\$13,800,546), which is to be collected from the levy of the Village of Winnetka for the year 2011 for all purposes heretofore budgeted, the total of which has been ascertained and is as indicated in the following Summary of 2011 Property Tax Levy under the column labeled "Amount to Be Raised by Tax Levy," and as set forth in detail in the 2011 Property Tax Levy Report, which is attached as Exhibit A and is incorporated herein by reference.

[Remainder of this page intentionally left blank.]

**2011 TAX LEVY SUMMARY**

<b>General Fund</b>	<b>Amount Budgeted</b>	<b>Amount To Be Raised By Tax Levy</b>
<b>For General Corporate Purposes</b>		
Public Affairs	\$ 298,470	\$ 90,000
Manager's Office	\$ 589,926	\$ 280,000
Finance Department	\$ 1,828,102	\$ 800,000
Public Safety	\$ 6,213,014	\$ 3,670,000
Fire Safety	\$ 4,505,410	\$ 2,260,000
Community Development	\$ 1,560,940	\$ -
Public Works	\$ 3,855,914	\$ 2,315,000
Capital Expenses	\$ 3,014,760	\$ 717,173
General Fund Transfers	\$ 1,860,000	\$ -0-
<b>Totals for General Fund</b>	<b>\$ 23,726,536</b>	<b>\$ 10,132,173</b>
<b>For Debt Service Principal and Interest</b>		
G.O. Refunding Bonds (2003)	\$ 356,498	\$ 334,760
G.O. Bonds (1999, includes loss and cost)	\$ 143,899	\$ 132,285
<b>Totals for Debt Service Principal and Interest</b>	<b>\$ 500,397</b>	<b>\$ 467,045</b>
<b>For Refuse Collection and Disposal</b>	<b>\$ 2,365,460</b>	<b>\$ 1,100,000</b>
<b>Totals for Refuse Fund</b>	<b>\$ 2,365,460</b>	<b>\$ 1,100,000</b>
<b>For Retirement Fund Contributions</b>		
For Police Pension Fund	\$ 1,681,350	\$ 992,534
For Fire Pension Fund	\$ 1,941,500	\$ 1,108,794
<b>Totals for Retirement Fund Contributions</b>	<b>\$ 3,622,850</b>	<b>\$ 2,101,328</b>
<b>Total Amount Budgeted</b>	<b>\$ 30,215,243</b>	
<b>Total Amount of Levy</b>		<b>\$ 13,800,546</b>

**SECTION 3:** That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Thirteen Million Eight Hundred Thousand Five Hundred Forty Six (\$13,800,546), which is the total amount the Village of Winnetka requires to be raised by taxation for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon. it shall be the duty of said County Clerk to levy taxes for the year 2011 on all properties subject to taxation within the Village of Winnetka, in accordance with the provisions of this Ordinance.

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

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

**PASSED** this \_\_\_ day of December, 2011, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_\_ day of December, 2011.

Signed:

Countersigned:

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

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

Introduced: December 6, 2011

Posted:

Passed and Approved:

Posted:

Exhibit A

## 2011 Property Tax Levy Detail Report

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- GENERAL FUND: OPERATING EXPENSE: PUBLIC AFFAIRS -----			
10-20-530-101	HISTORICAL MUSEUM - CONTRACTUAL SERVICES	9,000	0
10-20-530-102	LEGAL-CONTRACTUAL SERVICES	44,000	20,000
10-20-530-103	SURETY BONDS & INSURANCE-CONTRACT SERV	46,000	20,000
10-20-530-105	SUNDRY EXPENSE-CONTRACTUAL SERVICES	150,000	50,000
10-20-540-105	SUNDRY EXPENSE-COMMODITIES	49,470	0
10-20-511-150	EOC	0	0
10-20-512-150	EOC	0	0
10-20-530-150	EOC	0	0
10-20-540-150	EOC	0	0
	TOTAL FOR: PUBLIC AFFAIRS	298,470	90,000

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- GENERAL FUND: OPERATING EXPENSE: MANAGER'S OFFICE -----			
10-21-511-102	LEGAL EXPENSE - REGULAR SALARIES	259,500	60,000
10-21-512-102	LEGAL EXPENSE - OVERTIME	0	0
10-21-522-102	LEGAL EXPENSE - HEALTH INSURANCE	24,816	0
10-21-523-102	LEGAL EXPENSE - RETIREMENT EXPENSE	55,590	0
10-21-530-102	LEGAL EXPENSE - CONTRACTUAL SERVICE	232,420	0
10-21-540-102	LEGAL EXPENSE - COMMODITIES	0	0
10-21-511-106	ADMINISTRATION-REGULAR SALARIES	363,000	170,000
10-21-512-106	ADMINISTRATION-OVERTIME SALARIES	1,000	0
10-21-530-106	ADMINISTRATION-CONTRACTUAL SERVICES	77,900	50,000
10-21-540-106	ADMINISTRATION-COMMODITIES	20,540	0
10-21-530-107	Tuition Reimbursement	20,000	0
	TOTAL FOR: MANAGER'S OFFICE	589,926	280,000
----- GENERAL FUND: OPERATING EXPENSE: FINANCE DEPARTMENT -----			
10-22-511-106	ADMINISTRATION-REGULAR SALARIES	1,060,780	800,000
10-22-512-106	ADMINISTRATION-OVERTIME SALARIES	24,000	0
10-22-521-106	ADMINISTRATION-WORKER'S COMPENSATION	24,000	0
10-22-522-106	ADMINISTRATION - HEALTH INSURANCE	198,528	0
10-22-523-106	ADMINISTRATION - RETIREMENT EXPENSE	299,400	0
10-22-524-106	LIABILITY INSURANCE	8,004	0
10-22-530-106	ADMINISTRATION-CONTRACT SERVICES	180,858	0
10-22-540-106	ADMINISTRATION-COMMODITIES	23,010	0
10-22-550-106	ADMINISTRATION-VEHICLE	4,272	0
10-22-530-107	TRAINING-CONTRACTUAL SERVICES	5,250	0
	TOTAL FOR: FINANCE DEPARTMENT	1,828,102	800,000

23-Nov-11 09:13 AM

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- GENERAL FUND: OPERATING EXPENSE: PUBLIC SAFETY -----			
10-26-511-106	ADMINISTRATION - SALARIES REGULAR	565,152	500,000
10-26-512-106	ADMINISTRATION - SALARIES OVERTIME	0	0
10-26-515-106	ADMINISTRATION - SALARIES SICK CASHED IN	17,423	0
10-26-521-106	ADMINISTRATION-WORKER'S COMPENSATION	40,000	0
10-26-522-106	ADMINISTRATION-HEALTH INSURANCE	446,688	0
10-26-523-106	ADMINISTRATION-RETIREMENT EXPENSE	1,156,441	0
10-26-524-106	LIABILITY INSURANCE	75,000	30,000
10-26-530-106	ADMINISTRATION-CONTRACTUAL SERVICES	42,250	20,000
10-26-540-106	ADMINISTRATION-COMMODITIES	10,225	0
10-26-511-107	TRAINING-SALARIES	7,775	0
10-26-512-107	TRAINING-OVERTIME SALARIES	11,800	10,000
10-26-530-107	TRAINING-CONTRACTUAL SERVICES	42,625	30,000
10-26-540-107	TRAINING-COMMODITIES	36,125	10,000
10-26-530-117	EMERGENCY 911 - CONTRACTUAL SERVICES	10,000	0
10-26-511-118	PUBLIC SERVICE OFFICERS - SALARIES REGULAR	193,752	170,000
10-26-512-118	PUBLIC SERVICE OFFICERS - SALARIES OVERTIME	1,000	0
10-26-515-118	PUBLIC SERVICE OFFICERS - SALARIES SICK CASHE	0	0
10-26-516-118	PUBLIC SERVICE OFFICERS - SALARIES HOLIDAY	0	0
10-26-530-118	PUBLIC SAFETY OFFICERS-CONTRACTUAL SERVICES	50,990	30,000
10-26-540-118	PUBLIC SAFETY OFFICERS-COMMODITIES	9,090	0
10-26-511-119	GENERAL & CRIMINAL RECORDS - SALARIES REGULAR	176,956	150,000
10-26-512-119	GENERAL & CRIMINAL RECORDS - SALARIES OVERTIM	6,200	0
10-26-515-119	GENERAL & CRIMINAL RECORDS - SALARIES SICK CA	0	0
10-26-516-119	GENERAL & CRIMINAL RECORDS - SALARIES HOLIDAY	1,913	0
10-26-530-119	GENERAL & CRIMINAL RECORDS-CONTRACT SERVICES	112,590	80,000
10-26-540-119	GENERAL & CRIMINAL RECORDS-COMMODITIES	19,460	0
10-26-530-120	IDENTIFICATION RECORDS-CONTRACT SERVICES	0	0
10-26-540-120	IDENTIFICATION RECORDS-COMMODITIES	0	0
10-26-511-121	COMMUNICATIONS - SALARIES REGULAR	335,478	300,000
10-26-512-121	COMMUNICATIONS - SALARIES OVERTIME	10,000	0
10-26-515-121	COMMUNICATIONS - SALARIES SICK CASHED IN	0	0
10-26-516-121	COMMUNICATIONS - SALARY HOLIDAY	9,565	0
10-26-530-121	COMMUNICATIONS-CONTRACTUAL SERVICES	120,700	100,000
10-26-540-121	COMMUNICATIONS-COMMODITIES	64,100	0
10-26-530-122	DETENTION & CUSTODY OF PRISONERS-CONTRACT SER	1,000	0
10-26-540-122	DETENTION & CUSTODY OF PRISONERS-COMMODITIES	1,500	0
10-26-511-123	INVESTIGATIONS - SALARY REGULAR	240,548	220,000
10-26-512-123	INVESTIGATIONS - SALARIES OVERTIME	49,900	0
10-26-515-123	INVESTIGATIONS - SALARIES SICK CASHED IN	0	0
10-26-516-123	INVESTIGATIONS - SALARIES HOLIDAY	4,734	0
10-26-530-123	INVESTIGATIONS-CONTRACTUAL SERVICES	35,200	0
10-26-540-123	INVESTIGATIONS-COMMODITIES	13,670	0
10-26-511-124	UNIFORMED PATROL - SALARIES REGULAR	1,611,376	1,580,000
10-26-512-124	UNIFORMED PATROL - SALARIES OVERTIME	94,200	70,000
10-26-515-124	UNIFORMED PATROL - SALARIES SICK CASHED IN	26,850	0
10-26-516-124	UNIFORMED PATROL - SALARIE HOLIDAY	35,947	30,000

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
10-26-530-124	UNIFORMED PATROL-CONTRACTUAL SERVICES	5,400	0
10-26-540-124	UNIFORM PATROL-COMMODITIES	72,950	0
10-26-511-125	SCHOOL CROSSING GUARD-REGULAR SALARIES	0	0
10-26-540-125	SCHOOL CROSSING PROTECTION-COMMODITIES	500	0
10-26-530-126	EMERGENCY MANAGEMENT-CONTRACT SERVICES	9,600	0
10-26-540-126	EMERGENCY MANAGEMENT-COMMODITIES	3,000	0
10-26-530-127	POLICE VEHICLES-CONTRACTUAL SERVICES	3,000	0
10-26-540-127	POLICE VEHICLES-COMMODITIES	4,500	0
10-26-550-127	PATROL VEHICLES-VEHICLE EXPENSE	235,167	200,000
10-26-530-128	SOCIAL WORK-CONTRACTUAL SERVICES	42,000	30,000
10-26-530-129	STATION MAINTENANCE-CONTRACT SERVICES	130,154	110,000
10-26-540-129	STATION MAINTENANCE-COMMODITIES	6,000	0
10-26-530-130	SAFETY-CONTRACTUAL SERVICES	7,020	0
10-26-540-130	SAFETY-COMMODITIES	5,500	0
10-26-511-131	COMMUNITY SERVICE-REGULAR SALARIES	0	0
10-26-512-131	COMMUNITY SERVICE-OVERTIME SALARIES	0	0
10-26-540-131	COMMUNITY SERVICE-COMMODITIES	0	0
	TOTAL FOR: PUBLIC SAFETY	6,213,014	3,670,000

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- GENERAL FUND: OPERATING EXPENSE: FIRE SAFETY -----			
10-28-511-106	ADMINISTRATION-SALARIES REGULAR	310,323	290,000
10-28-515-106	ADMINISTRATION-SALARIES SICK CASHED IN	35,000	0
10-28-522-106	ADMINISTRATION-HEALTH INSURANCE	37,224	0
10-28-523-106	ADMINISTRATION-RETIREMENT EXPENSE	19,829	0
10-28-530-106	ADMINISTRATION-CONTRACTUAL SERVICES	80,652	50,000
10-28-540-106	ADMINISTRATION-COMMODITIES	22,900	0
10-28-550-106	ADMINISTRATION-VEHICLE	700	0
10-28-512-107	TRAINING-SALARIES OVERTIME	37,600	0
10-28-530-107	TRAINING-CONTRACTUAL SERVICES	22,900	0
10-28-540-107	TRAINING-COMMODITIES	5,500	0
10-28-530-121	COMMUNICATIONS-CONTRACTUAL SERVICES	153,400	130,000
10-28-540-121	COMMUNICATIONS-COMMODITIES	4,500	0
10-28-512-126	EMERGENCY MANAGEMENT-SALARIES OVERTIME	500	0
10-28-530-126	EMERGENCY MANAGEMENT-CONTRACT SERVICES	1,500	0
10-28-540-126	EMERGENCY MANGEMENT-COMMODITIES	3,000	0
10-28-530-129	STATION MAINTENANCE-CONTRACTUAL SERVICE	100,700	70,000
10-28-540-129	STATION MAINTENANCE-COMMODITIES	8,350	0
10-28-540-130	FOREIGN FIRE TAX	60,000	0
10-28-511-131	COMMUNITY SERVICE, REGULAR SALARIES	0	0
10-28-512-131	COMMUNITY SERVICE-OVERTIME SALARIES	3,000	0
10-28-530-131	COMMUNITY SERVICE-CONTRACTUAL SERVICE	500	0
10-28-540-131	COMMUNITY SERVICE-COMMODITIES	450	0
10-28-511-132	LIFE SAFETY/FIRE PREVENTION-REGULAR SALARIES	39,400	0
10-28-512-132	LIFE SAFETY-SALARIES OVERTIME	3,900	0
10-28-530-132	LIFE SAFETY-CONTRACTUAL SERVICES	1,600	0
10-28-540-132	LIFE SAFETY-COMMODITIES	6,970	0
10-28-511-133	FIREFIGHTING - SALARIES REGULAR	1,537,208	1,480,000
10-28-512-133	FIREFIGHTING - SALARIES OVERTIME	45,255	30,000
10-28-514-133	FIREFIGHTING-SALARIES SICK	85,850	30,000
10-28-515-133	FIREFIGHTING-SALARIES SICK CASHED IN	0	0
10-28-516-133	FIREFIGHTING - SALARIES HOLIDAY	54,101	20,000
10-28-521-133	FIREFIGHTING-WORKER'S COMPENSATION	48,000	0
10-28-522-133	FIREFIGHTING-HEALTH INSURANCE	246,852	0
10-28-523-133	FIREFIGHTING-RETIREMENT EXPENSE	963,554	0
10-28-524-133	FIREFIGHTING-PERSONNEL LIABILITY	18,000	0
10-28-530-133	FIRE FIGHTING-CONTRACTUAL SERVICES	42,845	20,000
10-28-540-133	FIRE FIGHTING-COMMODITIES	46,400	20,000
10-28-550-133	FIRE FIGHTING-VEHICLE	60,617	30,000
10-28-511-134	AMBULANCE-SALARIES REGULAR	246,114	90,000
10-28-512-134	AMBULANCE-SALARIES OVERTIME	27,200	0
10-28-514-134	AMBULANCE-SALARIES SICK	24,000	0
10-28-515-134	AMBULANCE-SALARIES SICK CASHED IN	0	0
10-28-516-134	AMBULANCE-SALARIES HOLIDAY	8,662	0
10-28-522-134	AMBULANCE-HEALTH INSURANCE	37,224	0
10-28-524-134	AMBULANCE-PERSONNEL LIABILITY	12,000	0
10-28-530-134	AMBULANCE SERVICE-CONTRACTUAL SERVICES	28,630	0

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
10-28-540-134	AMBULANCE SERVICE-COMMODITIES	11,500	0
10-28-550-134	AMBULANCE SERVICE-VEHICLE	1,000	0
	TOTAL FOR: FIRE SAFETY	4,505,410	2,260,000

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- GENERAL FUND: OPERATING EXPENSE: COMMUNITY DEVELOPMENT -----			
10-29-511-135	COMMUNITY DEVELOPMENT, REG SALARIES	838,500	0
10-29-512-135	COMMUNITY DEVELOPMENT, OVERTIME	0	0
10-29-521-135	COMMUNITY DEVELOPMENT-WORKER'S COMPENSATION	12,000	0
10-29-522-135	COMMUNITY DEVELOPMENT - HEALTH INSURANCE	124,080	0
10-29-523-135	COMMUNITY DEVELOPMENT - RETIREMENT EXPENSE	180,900	0
10-29-524-135	LIABILITY INSURANCE	7,000	0
10-29-530-135	COMMUNITY DEVELOPMENT-CONTRACTUAL SERVICES	386,800	0
10-29-540-135	COMMUNITY DEVELOPMENT-COMMODITIES	10,060	0
10-29-550-135	COMMUNITY DEVELOPMENT-VEHICLE	1,600	0
	TOTAL FOR: COMMUNITY DEVELOPMENT	1,560,940	0

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- GENERAL FUND: OPERATING EXPENSE: PUBLIC WORKS -----			
10-30-511-106	ADMINISTRATION-REGULAR SALARIES	364,794	320,000
10-30-512-106	ADMINISTRATION-OVERTIME SALARIES	2,000	0
10-30-521-106	ADMINISTRATION-WORKER'S COMPENSATION	100,000	0
10-30-522-106	ADMINISTRATION-HEALTH INSURANCE	217,140	200,000
10-30-523-106	ADMINISTRATION-RETIREMENT EXPENSE	359,339	0
10-30-524-106	LIABILITY INSURANCE	18,000	0
10-30-530-106	ADMINISTRATION-CONTRACTUAL SERVICES	80,000	60,000
10-30-540-106	ADMINISTRATION-COMMODITIES	15,000	0
10-30-530-107	TRAINING-CONTRACTUAL SERVICES	11,000	0
10-30-540-107	TRAINING-COMMODITIES	14,000	0
10-30-511-131	COMMUNITY SERV, REGULAR SALARIES	0	0
10-30-512-131	COMMUNITY SERVICE, OVERTIME	0	0
10-30-530-131	COMMUNITY SERVICE-CONTRACTUAL SERVICES	0	0
10-30-540-131	COMMUNITY SERVICE-COMMODITIES	0	0
10-30-550-131	COMMUNITY SERVICE-VEHICLE	0	0
10-30-511-135	COMMUNITY DEVELOPMENT - SALARIES	0	0
10-30-512-135	COMMUNITY DEVELOPMENT - OVERTIME	0	0
10-30-530-135	COMMUNITY DEVELOPMENT-CONTRACTUAL SERVICES	0	0
10-30-540-135	COMMUNITY DEVELOPMENT-COMMODITIES	0	0
10-30-550-135	COMMUNITY DEVELOPMENT-VEHICLE	0	0
10-30-511-136	ENGINEERING, REGULAR SALARIES	184,230	155,000
10-30-512-136	ENGINEERING, OVERTIME	3,000	0
10-30-530-136	ENGINEERING-CONTRACTUAL SERVICES	75,000	50,000
10-30-540-136	ENGINEERING-COMMODITIES	2,000	0
10-30-511-137	SERVICE YARDS, REGULAR SALARIES	0	0
10-30-512-137	SERVICE YARDS, OVERTIME	0	0
10-30-530-137	SERVICE YARDS-CONTRACTUAL SERVICES	79,000	40,000
10-30-540-137	SERVICE YARDS-COMMODITIES	12,000	0
10-30-511-138	STREET MAINT, REGULAR SALARIES	660,512	600,000
10-30-512-138	STREET MAINTENANCE, OVERTIME	20,000	0
10-30-513-138	STREET MAINTENANCE-VACATION SALARIES	0	0
10-30-514-138	STREET MAINTENANCE-SICK SALARIES	0	0
10-30-515-138	STREET MAINTENANCE-SALARIES SICK CASHED IN	0	0
10-30-516-138	STREET MAINTENANCE-HOLIDAY SALARIES	0	0
10-30-530-138	STREET MAINTENANCE-CONTRACTUAL SERVICES	96,000	30,000
10-30-540-138	STREET MAINTENANCE-COMMODITIES	83,000	0
10-30-550-138	STREET MAINTENANCE-VEHICLE	223,440	200,000
10-30-530-139	PAVEMENT RECONSTRUCTION-CONTRACTUAL SERVICES	0	0
10-30-540-139	PAVEMENT RECONSTRUCTION-COMMODITIES	0	0
10-30-511-140	DRAINAGE, REGULAR SALARIES	117,718	80,000
10-30-512-140	DRAINAGE, OVERTIME	16,000	0
10-30-513-140	DRAINAGE-VACATION SALARIES	0	0
10-30-514-140	DRAINAGE-SICK SALARIES	0	0
10-30-516-140	DRAINAGE-HOLIDAY SALARIES	0	0
10-30-530-140	DRAINAGE-CONTRACTUAL SERVICES	58,500	30,000
10-30-540-140	DRAINAGE-COMMODITIES	32,000	0

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
10-30-511-141	SNOW REMOVAL & ICE CONTROL, REG SALARIES	0	0
10-30-512-141	SNOW REMOVAL & ICE CONTROL, OVERTIME	45,000	20,000
10-30-530-141	SNOW REMOVAL & ICE CONTROL-CONTRACTUAL SERVIC	7,000	0
10-30-540-141	SNOW REMOVAL & ICE CONTROL-COMMODITIES	141,250	100,000
10-30-511-142	PUBLIC PROPERTY, REGULAR SALARIES	0	0
10-30-512-142	PUBLIC PROPERTY, OVERTIME	500	0
10-30-530-142	PUBLIC PROPERTY-CONTRACTUAL SERVICES	283,500	180,000
10-30-540-142	PUBLIC PROPERTY-COMMODITIES	30,000	0
10-30-511-143	FORESTRY, REGULAR SALARIES	152,991	75,000
10-30-512-143	FORESTRY, OVERTIME	10,000	0
10-30-530-143	FORESTRY-CONTRACTUAL SERVICES	337,000	175,000
10-30-540-143	FORESTRY-COMMODITIES	4,000	0
10-30-530-144	STREET SWEEPING-CONTRACTUAL SERVICES	1,000	0
10-30-510-145	DAMAGES-SALARIES	0	0
10-30-530-145	DAMAGES-CONTRACTUAL SERVICES	0	0
10-30-540-145	DAMAGES-COMMODITIES	0	0
10-30-550-145	DAMAGES-VEHICLE	0	0
	TOTAL FOR: PUBLIC WORKS	3,855,914	2,315,000
	GENERAL FUND TOTAL OPERATING EXPENSE	18,851,776	9,415,000

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- GENERAL FUND: CAPITAL: PUBLIC AFFAIRS -----			
10-20-640-100	PUBLIC IMPROVEMENTS-CAPITAL	250,000	0
10-20-640-104	G.O. BONDS PRINCIPAL & INTEREST-CONTRACT SERV	334,760	0
	TOTAL FOR: PUBLIC AFFAIRS	584,760	0
----- GENERAL FUND: CAPITAL: FINANCE DEPARTMENT -----			
10-22-640-106	ADMINISTRATION - CAPITAL	25,000	0
	TOTAL FOR: FINANCE DEPARTMENT	25,000	0
----- GENERAL FUND: CAPITAL: PUBLIC SAFETY -----			
10-26-640-119	GENERAL & CRIMINAL RECORDS-CAPITAL	0	0
10-26-640-120	IDENTIFICATION RECORDS-CAPITAL	0	0
10-26-640-121	COMMUNICATIONS - CAPITAL	250,000	0
10-26-640-123	INVESTIGATIONS - CAPITAL	0	0
10-26-640-124	UNIFORMED PATROL-CAPITAL	0	0
10-26-640-127	POLICE VEHICLES - CAPITAL	0	0
10-26-640-129	STATION MAINTENANCE-CAPITAL	75,000	0
10-26-640-130	SAFETY - CAPITAL	0	0
	TOTAL FOR: PUBLIC SAFETY	325,000	0
----- GENERAL FUND: CAPITAL: FIRE SAFETY -----			
10-28-640-106	ADMINISTRATION - CAPITAL	0	0
10-28-640-107	TRAINING-CAPITAL	0	0
10-28-640-121	COMMUNICATIONS - CAPITAL	0	0
10-28-640-126	EMERGENCY MANAGEMENT-CAPITAL	0	0
10-28-640-129	STATION MAINTENANCE-CAPITAL	0	0
10-28-640-130	FOREIGN FIRE TAX	0	0
10-28-640-133	FIREFIGHTING-CAPITAL	60,000	0
10-28-640-134	AMBULANCE SERVICE - CAPITAL	0	0
	TOTAL FOR: FIRE SAFETY	60,000	0
----- GENERAL FUND: CAPITAL: COMMUNITY DEVELOPMENT -----			
10-29-640-135	COMMUNITY DEVELOPMENT - CAPITAL	0	0
	TOTAL FOR: COMMUNITY DEVELOPMENT	0	0
----- GENERAL FUND: CAPITAL: PUBLIC WORKS -----			
10-30-640-106	ADMINISTRATION - CAPITAL	0	0
10-30-640-137	SERVICE YARDS-CAPITAL	0	0
10-30-640-138	STREET MAINTENANCE - CAPITAL	60,000	0
10-30-640-139	PAVEMENT RECONSTRUCTION - CAPITAL	1,100,000	717,173
10-30-640-140	DRAINAGE - CAPITAL	750,000	0
10-30-640-141	SNOW REMOVAL & ICE CONTROL-CAPITAL	0	0

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
10-30-640-142	PUBLIC PROPERTY - CAPITAL	110,000	0
10-30-640-143	FORESTRY - CAPITAL	0	0
10-30-640-144	STREET SWEEPING - CAPITAL	0	0
	TOTAL FOR: PUBLIC WORKS	2,020,000	717,173
	GENERAL FUND TOTAL CAPITAL	3,014,760	717,173
----- GENERAL FUND: TRANSFERS: TRANSFERS OUT -----			
10-31-700-403	OTHER OPERATING TRANSFERS	1,860,000	0
	TOTAL FOR: TRANSFERS OUT	1,860,000	0
	TOTAL FOR FUND: GENERAL FUND	23,726,536	10,132,173

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- G. O. DEBT SERVICE: OPERATING EXPENSE: PUBLIC AFFAIRS -----			
30-20-500-180	BOND PAYMENT	441,000	420,000
30-20-500-181	INTEREST PAYMENT	59,397	47,045
30-20-500-182	BOND ISSUE EXPENSES	0	0
	TOTAL FOR: PUBLIC AFFAIRS	500,397	467,045
	G. O. DEBT SERVICE TOTAL OPERATING EXPENSE	500,397	467,045
	TOTAL FOR FUND: G. O. DEBT SERVICE	500,397	467,045

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- SSA 3 TRAPP LANE: OPERATING EXPENSE: PUBLIC AFFAIRS -----			
31-20-500-180	BOND PAYMENT	31,595	25,500
31-20-500-181	INTEREST PAYMENT	12,638	10,200
31-20-500-900	CONSTRUCTION	510,000	0
	TOTAL FOR: PUBLIC AFFAIRS	554,233	35,700
	SSA 3 TRAPP LANE TOTAL OPERATING EXPENSE	554,233	35,700
----- SSA 3 TRAPP LANE: TRANSFERS: PUBLIC AFFAIRS -----			
31-20-700-403	OTHER OPERATING TRANSFERS	510,000	0
	TOTAL FOR: PUBLIC AFFAIRS	510,000	0
	TOTAL FOR FUND: SSA 3 TRAPP LANE	1,064,233	35,700

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- SSA #4 Locust to Rosewood: OPERATING EXPENSE: PUBLIC AFFAIRS -----			
32-20-500-180	BOND PAYMENT	7,400	4,159
32-20-500-181	INTEREST PAYMENT	1,480	832
32-20-500-900	CONSTRUCTION	0	0
	TOTAL FOR: PUBLIC AFFAIRS	8,880	4,991
	SSA #4 Locust to Rosewood TOTAL OPERATING EXP	8,880	4,991
----- SSA #4 Locust to Rosewood: TRANSFERS: PUBLIC AFFAIRS -----			
32-20-700-403	OTHER OPERATING TRANSFERS	0	0
	TOTAL FOR: PUBLIC AFFAIRS	0	0
	TOTAL FOR FUND: SSA #4 Locust to Rosewood	8,880	4,991

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- SSA #5 Rosewood to Glendale: OPERATING EXPENSE: PUBLIC AFFAIRS -----			
33-20-500-180	BOND PAYMENT	8,063	3,533
33-20-500-181	INTEREST PAYMENT	1,613	707
33-20-500-900	CONSTRUCTION	0	0
33-20-500-901	MISCELLANEOUS	0	0
	TOTAL FOR: PUBLIC AFFAIRS	9,676	4,240
	SSA #5 Rosewood to Glendale TOTAL OPERATING E	9,676	4,240
----- SSA #5 Rosewood to Glendale: TRANSFERS: PUBLIC AFFAIRS -----			
33-20-700-403	OTHER OPERATING TRANSFERS	0	0
	TOTAL FOR: PUBLIC AFFAIRS	0	0
	TOTAL FOR FUND: SSA #5 Rosewood to Glendale	9,676	4,240

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- REFUSE FUND: OPERATING EXPENSE: COLLECTION -----			
56-81-520-106	ADMINISTRATION - PERSONNEL COSTS	0	0
56-81-521-106	ADMINISTRATION-WORKER'S COMPENSATION	102,000	40,000
56-81-522-106	ADMINISTRATION-HEALTH INSURANCE	86,856	0
56-81-523-106	ADMINISTRATION - RETIREMENT EXPENSE	116,026	0
56-81-524-106	LIABILITY INSURANCE	17,000	0
56-81-511-500	COMMERCIAL COLLECTION-SALARIES	0	0
56-81-512-500	COMMERCIAL COLLECTION-OVERTIME	0	0
56-81-513-500	COMMERCIAL COLLECTION-VACATION SALARIES	0	0
56-81-514-500	COMMERCIAL COLLECTION - SICK SALARIES	0	0
56-81-516-500	COMMERCIAL COLLECTION-HOLIDAY SALARIES	0	0
56-81-511-501	RESIDENTIAL COLLECTION-REGULAR SALARIES	474,111	300,000
56-81-512-501	RESIDENTIAL COLLECTION-OVERTIME SALARIES	35,000	0
56-81-513-501	RESIDENTIAL COLLECTION-VACATION SALARIES	0	0
56-81-514-501	RESIDENTIAL COLLECTION-SICK SALARIES	0	0
56-81-516-501	RESIDENTIAL COLLECTION-HOLIDAY SALARIES	0	0
56-81-530-501	RESIDENTIAL COLLECTION-CONTRACTUAL SERVICES	108,000	55,000
56-81-540-501	RESIDENTIAL COLLECTION-COMMODITIES	36,000	0
56-81-550-501	RESIDENTIAL COLLECTION-VEHICLE	209,807	135,000
56-81-511-502	SPECIAL COLLECTION-REGULAR SALARIES	0	0
56-81-512-502	SPECIAL COLLECTION-OVERTIME SALARIES	0	0
56-81-513-502	SPECIAL COLLECTION-VACATION SALARIES	0	0
56-81-514-502	SPECIAL COLLECTION - SICK SALARIES	0	0
56-81-516-502	SPECIAL COLLECTIONS-HOLIDAY SALARIES	0	0
56-81-511-503	YARD WASTE COLLECTION-REGULAR SALARIES	0	0
56-81-512-503	YARD WASTE COLLECTION-OVERTIME SALARIES	0	0
56-81-513-503	YARD WASTE COLLECTION-VACATION SLARIES	0	0
56-81-514-503	YARD WASTE COLLECTION-SICK SALARIES	0	0
56-81-530-503	YARD WASTE COLLECTION-CONTRACT SERVICES	0	0
56-81-540-503	YARD WASTE COLLECTION-COMMODITIES	10,000	0
	TOTAL FOR: COLLECTION	1,194,800	530,000
----- REFUSE FUND: OPERATING EXPENSE: DISPOSAL -----			
56-82-512-504	DISPOSAL-OVERTIME SALARIES	0	0
56-82-530-504	DISPOSAL-CONTRACTUAL SERVICES	415,080	320,000
	TOTAL FOR: DISPOSAL	415,080	320,000
----- REFUSE FUND: OPERATING EXPENSE: RECYCLING & COMPOSTING -----			
56-83-530-505	RECYCLING-CONTRACTUAL SERVICES	226,000	160,000
56-83-540-505	RECYCLING-COMMODITIES	0	0
56-83-530-506	COMPOSTING-CONTRACTUAL SERVICES	105,000	60,000
	TOTAL FOR: RECYCLING & COMPOSTING	331,000	220,000

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- REFUSE FUND: OPERATING EXPENSE: LANDFILL MONITORING -----			
56-84-511-507	MONITORING-REGULAR SALARIES	0	0
56-84-512-507	MONITORING-OVERTIME SALARIES	0	0
56-84-530-507	MONITORING-CONTRACTUAL SERVICES	118,000	30,000
56-84-540-507	MONITORING-COMMODITIES	2,500	0
	TOTAL FOR: LANDFILL MONITORING	120,500	30,000
----- REFUSE FUND: OPERATING EXPENSE: DEPRECIATION -----			
56-85-500-400	DEPRECIATION	135,000	0
	TOTAL FOR: DEPRECIATION	135,000	0
	REFUSE FUND TOTAL OPERATING EXPENSE	2,196,380	1,100,000
----- REFUSE FUND: CAPITAL: COLLECTION -----			
56-81-640-106	ADMINISTRATION - CAPITAL	0	0
56-81-640-508	COLLECTION EQUIPMENT-CAPITAL	0	0
	TOTAL FOR: COLLECTION	0	0
----- REFUSE FUND: CAPITAL: LANDFILL MONITORING -----			
56-84-640-510	MONITORING WELLS - CAPITAL	0	0
	TOTAL FOR: LANDFILL MONITORING	0	0
	REFUSE FUND TOTAL CAPITAL	0	0
----- REFUSE FUND: TRANSFERS: COLLECTION -----			
56-81-700-403	OTHER OPERATING TRANSFERS	0	0
	TOTAL FOR: COLLECTION	0	0
----- REFUSE FUND: TRANSFERS: ADMINISTRATIVE CHARGES -----			
56-86-700-401	PAYMENTS IN LIEU OF TAXES	42,000	0
56-86-700-402	ADMINISTRATIVE CHARGES	127,080	0
	TOTAL FOR: ADMINISTRATIVE CHARGES	169,080	0
	TOTAL FOR FUND: REFUSE FUND	2,365,460	1,100,000

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- POLICE PENSION FUND: OPERATING EXPENSE: POLICE PENSION -----			
80-95-500-801	GENERAL & ADMINISTRATIVE	131,350	0
80-95-500-802	BENEFITS & REFUNDS	1,550,000	992,534
	TOTAL FOR: POLICE PENSION	1,681,350	992,534
	POLICE PENSION FUND TOTAL OPERATING EXPENSE	1,681,350	992,534
	TOTAL FOR FUND: POLICE PENSION FUND	1,681,350	992,534

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- FIRE PENSION FUND: OPERATING EXPENSE: FIRE PENSION -----			
81-96-500-801	GENERAL & ADMINISTRATIVE	121,500	0
81-96-500-802	BENEFITS & REFUNDS	1,820,000	1,108,794
	TOTAL FOR: FIRE PENSION	1,941,500	1,108,794
	FIRE PENSION FUND TOTAL OPERATING EXPENSE	1,941,500	1,108,794
	TOTAL FOR FUND: FIRE PENSION FUND	1,941,500	1,108,794

To: Village Council  
 From: Ed McKee, Jr., Finance Director  
 Date: October 26, 2011  
 Re: 2011 Property Tax Levy Analysis

**Executive Summary:**

The Village of Winnetka is primarily a residential community that pays for many traditional municipal services with property tax revenues. Additionally, the Village operates several utility funds where users pay for those costs with rates that reflect the Village's costs.

The Village's share of a typical Winnetkan's total property tax bill has declined 22.5% from 17.23% in 1997 to 13.36% today. This reduction was achieved through careful management of expenses, including reducing the number of employees from 178 in 1989 to 154 in 2012. Over the last 13 years, the Village's property taxes have grown slightly less than the rate of inflation. The following chart that shows how property taxes would be allocated among the taxing districts in 1997 and 2010 for a hypothetical tax payer whose 1997 property tax bill of \$14,877 grew to \$25,946 in 2010:

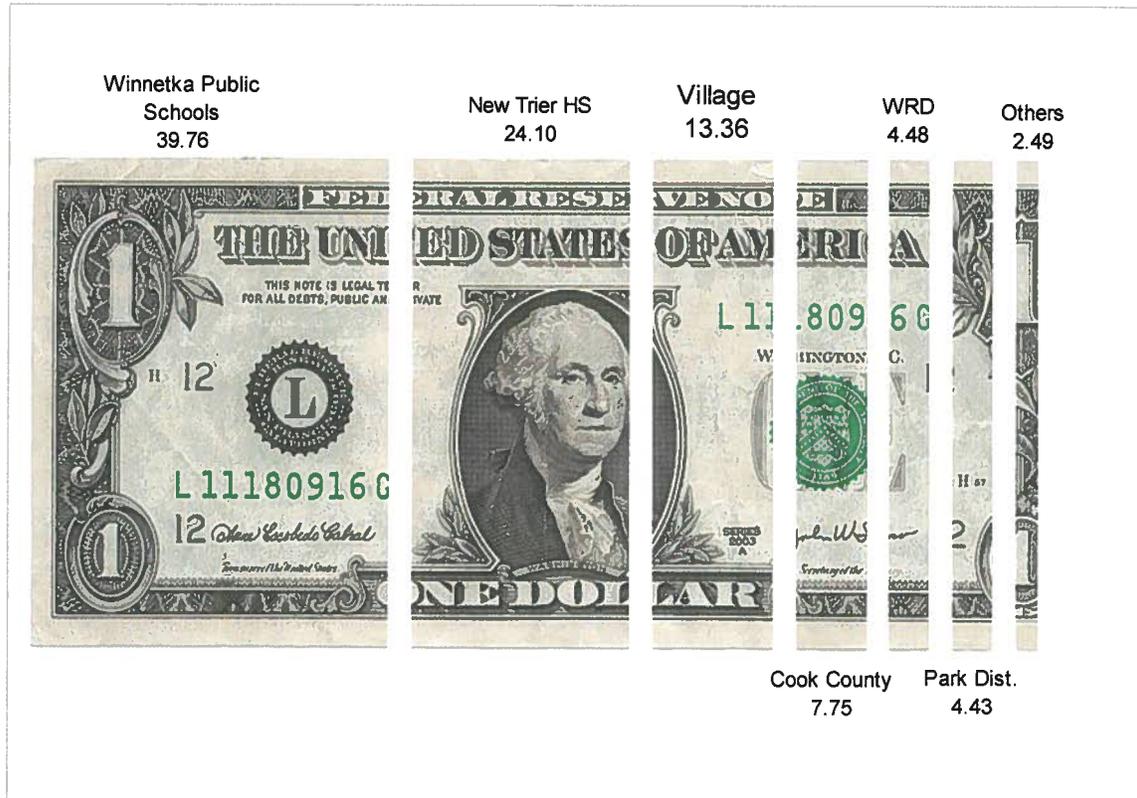
**Comparison of Property Taxes Paid  
 Typical Taxing Districts in Winnetka  
 2010 Versus 1997**

10.26.2011

	1997 *			2010 **			Increase in Taxes Paid	% Change
	Tax Rate	Taxes Paid	%	Tax Rate	Taxes Paid	%		
Winnetka Public Schools	2.723	\$4,712	31.67%	2.432	\$10,317	39.76%	\$5,605	119.0%
New Trier High School	1.967	\$3,404	22.88%	1.474	\$6,253	24.10%	\$2,849	83.7%
Village of Winnetka	1.481	\$2,563	17.23%	0.817	\$3,466	13.36%	\$903	35.2%
Cook County	1.028	\$1,779	11.96%	0.474	\$2,011	7.75%	\$232	13.0%
Winnetka Park District	0.445	\$770	5.18%	0.271	\$1,150	4.43%	\$380	49.4%
Water Reclamation District	0.451	\$780	5.24%	0.274	\$1,162	4.48%	\$382	49.0%
All Others	0.502	\$869	5.84%	0.374	\$1,587	6.12%	\$718	82.6%
<b>Total</b>	<b>8.597</b>	<b>\$14,877</b>	<b>100.00%</b>	<b>6.116</b>	<b>\$25,946</b>	<b>100.00%</b>	<b>\$11,069</b>	<b>74.4%</b>

Consumer Price Index - U      158.600      215.949    13 Year Increase in CPI >>    36.2%

Below is a graph that depicts how much of each property tax dollar is received by the various taxing districts, with the Village receiving 13.36 cents of every dollar:



Pensions have received more attention in the press recently, though the Village has been reporting on this liability and the impact during our budget process for more than eleven years. As of March 31, 2011, the Village's pension liability is estimated at \$91 million with \$60 million in pension assets. This equates to a 66% funded ratio and \$31 million unfunded liability. Over time, the Village has contributed \$786,000 more than the actuarially determined amounts.

From a budget standpoint, there is some strength in select revenues such as building permits and a slight rebound in sales taxes. However, some revenues are struggling, such as shared revenues from the state and interest income which has declined significantly as interest rates have fallen. There remains a risk that the State will reduce municipal revenues legislatively as they address the State's poor financial condition.

The Village has also kept many of the fees unchanged for many years to help keep the cost to the homeowners down. Utility fees are adjusted when needed to fund operations and capital needs.

Because of the Village's conservative financial policies (adopting a reasonable budget, reducing staff when possible, and carrying significant cash reserves) we have weathered the financial stresses well compared to other municipalities. In absolute terms, however, the outlook remains guarded.

From a capital investment perspective, the Village is looking at various storm water improvements. The Council will need to define the scope of the projects to be implemented and how they will be financed.

From a budget perspective, staff will be proposing a storm water fund in the 2012/13 Village Budget to account for significant storm water improvements. The creating of a storm water fund does not in itself require an increase in property taxes or user fees. It does, however, give the Village an opportunity to account for storm water expenses in one area and is the most transparent way for the Village to show the community how we are addressing this important issue.

While the Village Staff has not proposed an increase in the property tax levy to fund storm water improvements, that is an option the Council may elect to utilize. Additionally (or alternatively), the Council may elect other means to finance storm water improvements such as user fees, special service areas, etc. to pay for these improvements.

The proposed 2011 property tax levy provides additional dollars for operating needs only and does not generate any additional dollars for storm water improvements.

If the Village were non-home rule, the 2011 property levy would be limited to the percentage increase in the CPI – U for calendar 2010 (+1.5%) plus any growth in the tax base from new development. For the 2011 property tax levy, it is estimated that the Village can increase property taxes 2.5% to 3.1% (1.5% increase in the CPI and a 1.0% to 1.6% increase from new development) and still remain within the property tax caps. The proposed 2.8% Village property tax increase will cost a tax payer with a \$20,000 total property tax bill \$40 more per year (see note 1).

### **Current Year Analysis:**

The Council and staff developed a framework in November 2005 to evaluate property tax revenue requests for the Village. The primary objective is to keep property taxes low over the long term without compromising the ability to complete capital projects on a pay as you go method. The main factors considered in setting the property tax levy are 1) budget strength (as measured in terms of revenues matching expenses), 2) cash balances, 3) projected capital, and 4) pension funding. A higher rating allows for a lower property tax levy amount without compromising the Village's financial health.

A score of 1 to 10 is assigned each category. A score of 1 indicates the financial position is very weak and expenses/capital projects should be eliminated and / or revenues increased. A ranking of 10 indicates strong operating revenues, solid reserves, and properly funded pension liabilities which would allow operations to continue without any significant tax or fee increases.

While the preliminary 2012 budget projection indicates flat revenues, staff understands the Council’s direction to limit tax and fee increases for homeowners. The overall financial rating of 30 for 2011 falls at the high end of the moderate financial category. In addition to supporting the staff’s property tax recommendation, the moderate financial category would also support modest service reductions and / or revenue increases.

Below is a summary of the ratings for the various factors used in suggesting a property tax levy amount for the Village:

Factor	2011	2010	2009	2008	2007	2006
Budget Projections	8	8	8	8	8	8
Cash Reserves	10	10	10	10	9	9
Projected Capital ##	8	8	8	8	8	8
Pension Funding	4	4	4	6	6	6
Total	30	30	30	32	31	31

## The 2011 property tax levy column assumes no more than \$5 million is used for stormwater projects in the 2012/13 budget.

The following scale is used in evaluating the property tax levy. A rating of 30 for 2010 suggests the Village should capture all of the inflationary increase and all of the new development increase as explained below:

Score/ Finances are ...	Tax Levy Recommendation	Because the tax levy should...
35 – 40 Very Strong	Maintain same dollar amount, consider new development \$’s	Be gradually reduced in real dollars consistent with the Village’s needs.
31 -34 Strong	Capture new development \$’s and some or all of the inflation increase.	Be increased somewhat to offset the impact of inflation on costs.
<b>26 – 30 *</b> <b>Moderate</b>	<b><i>Capture new development \$’s, all of the inflation increase, and consider modest service reductions and / or other revenue increases.</i></b>	<b><i>Be increased to offset inflation and stabilize revenues for operational and capital needs.</i></b>
21 – 25 Weak	Capture new development \$’s, all of the inflation increase, and consider noticeable service reductions and / revenue increases.	Be increased to offset inflation and stabilize revenues for operations and capital needs. Additional increases possible to rebuild revenues.
20 and Below Very Weak	Capture new development \$’s, all of the inflation increase, and consider significant service reductions and / revenue increases.	In addition to the reasons under “Weak”, consider additional increases to rebuild cash balances.

The methodology used by the Council in the past would suggest a property tax levy increase of 2.8%.

I have added a second column to the following chart to illustrate what changes would be needed if the Village were to issue \$10,000,000 of storm water debt. This column assumes that the principal and interest cost on these bonds is \$700,000 per year for 20 years (see note #2). I have also assumed that the property tax levy for these bonds is phased in over a two year period to lessen the impact on tax payers in any one year.

If the storm water bonds were issued as explained above, there would be an additional \$71 of property taxes in 2011 (\$111 - \$40 = \$71) to pay for one half of the principal and interest expense. In 2012, an additional \$71 increase (\$142 in total dedicated to storm water bonds annually) would be needed.

	%	Non Home-Rule Maximum @ 2.8%	%	Non Home-Rule 2.8% + Debt
2010 Property Taxes		\$ 13,105,359		\$ 13,105,359
<b>Amounts Paid by Existing Residents Under Each Option</b>				
Inflationary Increase	1.5%	\$ 196,580	1.5%	\$ 196,580
1/2 \$10mm Storm Debt Service		\$ -	2.7%	\$ 350,000
Existing Taxpayer Increase	1.5%	\$ 196,580	4.2%	\$ 546,580
<b>Increase on \$20,000 Tax Bill</b>	<b>1.5%</b>	<b>\$ 40</b>	<b>4.2%</b>	<b>\$ 111</b>
0.0203%				

<b>Total Tax Levy Summary</b>				
2010 Property Taxes		\$ 13,105,359		\$ 13,105,359
Plus: Inflationary Increase	1.5%	\$ 196,580	1.5%	\$ 196,580
New Development Increase	1.3%	\$ 170,461	1.3%	\$ 170,461
1/2 Storm Debt Increase			2.7%	\$ 350,000
<b>Total 2011 Property Taxes</b>	<b>2.8%</b>	<b>\$ 13,472,400</b>	<b>5.5%</b>	<b>\$ 13,822,400</b>

It is important to remember that the Village's property taxes are the largest and most stable revenue source for the general fund and are used to pay for most of the traditional municipal services (police, fire, public works, etc.).

Attached as supporting information are the following items:

Item	Page #
Comparison of Property Taxes Paid 2010 versus 1997	7
Property Tax Calculations	8
Tax Levy History	9
General Fund Budget Projections	10 - 11
General Fund Cash Projections	12
Pension Asset and Liability History	13 - 14

Staff will be available at the Council Meeting to present this material, answer questions, and make whatever changes are deemed appropriate to set the 2011 property tax levy amount.

**Recommendation:**

Consider setting the 2011 property tax levy at \$13,472,400, a projected \$40 increase for an existing tax payer with an annual \$20,000 total property tax bill. The overall percentage increase in the levy with new development is estimated at 2.8%.

*Footnote 1: The increase for a typical homeowner was calculated as follows:*

	Suggested Amount
Current Property Taxes	\$ 20,000
Village Portion (13.36%)	\$ 2,672
% Increase paid #	1.5%
Dollar Increase	\$ 40

# assumes new development increases the tax base by 1.3%.

*Footnote 2: The cost of issuing \$10,000,000 of debt:*

Principal amount	\$	10,000,000
20 year 3.5% interest rate factor		7%
Annual Principal and Interest	\$	700,000

**Comparison of Property Taxes Paid  
Typical Taxing Districts in Winnetka  
2010 Versus 1997**

10.26.2011

	1997 *			2010 **			Increase in Taxes Paid	% Change
	Tax Rate	Taxes Paid	%	Tax Rate	Taxes Paid	%		
Winnetka Public Schools	2.723	\$4,712	31.67%	2.432	\$10,317	39.76%	\$5,605	119.0%
New Trier High School	1.967	\$3,404	22.88%	1.474	\$6,253	24.10%	\$2,849	83.7%
Village of Winnetka	1.481	\$2,563	17.23%	0.817	\$3,466	13.36%	\$903	35.2%
Cook County	1.028	\$1,779	11.96%	0.474	\$2,011	7.75%	\$232	13.0%
Winnetka Park District	0.445	\$770	5.18%	0.271	\$1,150	4.43%	\$380	49.4%
Water Reclamation District	0.451	\$780	5.24%	0.274	\$1,162	4.48%	\$382	49.0%
All Others	<u>0.502</u>	<u>\$869</u>	<u>5.84%</u>	<u>0.374</u>	<u>\$1,587</u>	<u>6.12%</u>	<u>\$718</u>	<u>82.6%</u>
<b>Total</b>	<b>8.597</b>	<b>\$14,877</b>	<b>100.00%</b>	<b>6.116</b>	<b>\$25,946</b>	<b>100.00%</b>	<b>\$11,069</b>	<b>74.4%</b>
Consumer Price Index - U	158.600			215.949	13 Year Increase in CPI >>			36.2%
CPI Index (December, 13 years)	1996			2009	Annual Geometric Mean >			2.4%

\* 1997 Property taxes paid in March and August 2008.  
 \*\* 2010 Property taxes paid in March and August 2011.

# Village of Winnetka

## Property Tax Levy Calculations

10.24.2011

<u>Tax Levy Category</u>	<b>Column A 2010 Extended Tax Levy</b>	<b>Column B 2011 Proposed Tax Levy</b>	<b>Column C (Column B - A) Dollar Change</b>	<b>C/A*100 Percent Change</b>
<b>General Fund:</b>				
Corporate	\$9,411,820	\$10,132,173	\$720,353	7.7%
FICA/Social Security	\$180,000	\$0	(\$180,000)	-100.0%
IMRF	\$375,000	\$0	(\$375,000)	-100.0%
Sub Total General	\$9,966,820	\$10,132,173	\$165,353	1.7%
<b>Other Funds:</b>				
Police Pension	\$959,387	\$992,534	\$33,147	3.5%
Fire Pension	\$940,074	\$1,108,794	\$168,720	17.9%
<b>Storm Water Utility</b>			\$0	
Refuse Utility	\$1,100,000	\$1,100,000	\$0	0.0%
Debt Service - Resurfacing 1999	\$139,078	\$138,899	(\$179)	-0.1%
<b>Debt Service - Stormwater 2011</b>			\$0	
<b>Total Village-wide Tax Levy</b>	<b>\$13,105,359</b>	<b>\$13,472,400</b>	<b>\$367,041</b>	<b>2.8%</b>
Less: Projected New Development				
@ 1.3%, (0.3% less than 10 yr. av.)		(\$170,370)	(\$170,370)	-1.3%
<b>Existing Tax Payer Increase</b>	<b>\$13,105,359</b>	<b>\$13,302,030</b>	<b>\$196,671</b>	<b>1.5%</b>

### Increase Based on Total Property Tax Bill

Total Property Taxes Paid 100.00%	Other Taxing Distr. 86.64%	Village 13.36%	1.50% of Village
\$10,000	\$8,664	\$1,336	\$20
\$15,000	\$12,996	\$2,004	\$30
\$20,000	\$17,328	\$2,672	\$40
\$26,000	\$22,526	\$3,474	\$52
\$40,000	\$34,656	\$5,344	\$80

## Village of Winnetka Tax Levy History

	Non-Home Rule Calculations				Actual Levy		\$'s Less Than NHR Limit	
	CPI Increase	New Develop.	Total	Max. Levy Possible (Excludes SSA's)	Actual Levy	% From PY	\$'s Under Max. This Year	\$'s Under Max. Cumulative
				\$8,980,481				
2001 Actual	3.4%	1.5%	4.9%	\$9,419,625	\$9,419,625	4.9%		
2002 Actual	1.6%	1.3%	2.9%	\$9,694,132	\$9,694,132	2.9%		
2003 Actual *	2.4%	1.2%	3.6%	\$10,047,643	\$10,047,643	3.6%		
2004 Actual	2.5%	2.0%	4.5%	\$10,496,453	\$10,496,453	4.5%		
2005 Actual **	3.3%	1.8%	5.1%	\$11,031,772	\$10,969,000	4.5%	\$62,772	\$62,772
2006 Actual	3.4%	1.9%	5.3%	\$11,616,456	\$11,435,181	4.2%	\$181,275	\$244,047
2007 Actual	2.5%	1.8%	4.3%	\$12,115,964	\$11,972,591	4.7%	\$143,373	\$387,420
2008 Actual	4.1%	1.9%	6.0%	\$12,842,922	\$12,535,303	4.7%	\$307,619	\$695,039
2009 Actual	0.1%	1.2%	1.3%	\$13,009,880	\$12,748,403	1.7%	\$261,477	\$956,516
2010 Actual	2.7%	0.9%	3.6%	\$13,478,236	\$13,105,359	2.8%	\$372,877	\$1,329,393
<b>2011 Proposed Tax Levy ***</b>	<b>1.5%</b>	<b>1.3%</b>	<b>2.8%</b>	<b>\$13,855,627</b>	<b>\$13,472,400</b>	<b>2.8%</b>	<b>\$383,227</b>	<b>\$1,712,620</b>
Average '01-'10	2.6%	1.6%	4.2%		Proposed Incr.	2.8%		
					New Develop.	-1.3%		
					Net Increase	1.5%		

\* The 2003 CPI amount of 1.9% plus a 0.6% increase for a fire pension change outside of the tax cap totals the 2.5% shown.

\*\* In 2005, the Village became home rule which removed tax caps. The Max. Levy Possible column reflects the maximum property tax levy the Village could receive if we were still operating under tax caps.

\*\*\* The 2011 CPI increase, based on the cal. 2010 CPI change is 1.5%.

Village of Winnetka  
General Fund Budget Projections  
In Millions of Dollars

10.24.2011

	A		B	C					
	2013 Projected Budget	% Change (A vs. B)	2012 10.24.11 Estimate	2012 Budget	2011 Audit	2010 Audit	2009 Audit	2008 Audit	2008 Audit
<b>Revenues:</b>									
Property Tax	\$ 12.23	1.9%	\$ 12.00	\$ 11.86	\$ 11.27	\$ 11.69	\$ 10.70	\$ 10.01	\$ 10.01
Permits	\$ 1.30	-13.3%	\$ 1.50	\$ 1.29	\$ 2.00	\$ 1.50	\$ 1.54	\$ 1.53	\$ 1.53
Payment in Lieu of Taxes	\$ 1.34	3.9%	\$ 1.29	\$ 1.29	\$ 1.34	\$ 1.38	\$ 1.32	\$ 1.42	\$ 1.42
Transfers	\$ 1.84	1.7%	\$ 1.81	\$ 1.81	\$ 1.84	\$ 1.82	\$ 1.78	\$ 1.72	\$ 1.72
Sales Tax	\$ 1.10	0.0%	\$ 1.10	\$ 1.10	\$ 1.23	\$ 1.18	\$ 1.30	\$ 1.50	\$ 1.50
Income Tax	\$ 1.00	7.5%	\$ 0.93	\$ 0.93	\$ 0.94	\$ 0.99	\$ 1.18	\$ 1.14	\$ 1.14
Telecom. Tax	\$ 0.65	0.0%	\$ 0.65	\$ 0.72	\$ 0.67	\$ 0.72	\$ 0.73	\$ 0.73	\$ 0.73
Services	\$ 1.07	1.9%	\$ 1.05	\$ 1.05	\$ 0.98	\$ 0.93	\$ 0.92	\$ 0.82	\$ 0.82
Natural Gas Tax	\$ 0.45	0.0%	\$ 0.45	\$ 0.48	\$ 0.44	\$ 0.46	\$ 0.70	\$ 0.62	\$ 0.62
Interest **	\$ 0.18	0.0%	\$ 0.18	\$ 0.18	\$ 0.28	\$ 0.42	\$ 0.55	\$ 0.65	\$ 0.65
All Others	\$ 1.50	0.0%	\$ 1.50	\$ 1.63	\$ 1.79	\$ 1.97	\$ 1.18	\$ 2.04	\$ 2.04
<b>Total Revenues</b>	<b>\$ 22.66</b>	<b>0.9%</b>	<b>\$ 22.46</b>	<b>\$ 22.34</b>	<b>\$ 22.78</b>	<b>\$ 23.06</b>	<b>\$ 21.28</b>	<b>\$ 22.18</b>	<b>\$ 22.18</b>
<b>Expenses:</b>									
Operations #	\$ 19.42	3.0%	\$ 18.85	\$ 18.85	\$ 18.61	\$ 18.56	\$ 17.84	\$ 17.06	\$ 17.06
Transfers Out (in) ***	\$ 1.05	-32.7%	\$ 1.56	\$ 1.86	\$ 1.02	\$ (1.28)	\$ 0.90	\$ 4.80	\$ 4.80
<b>Operations total</b>	<b>\$ 20.47</b>	<b>0.3%</b>	<b>\$ 20.41</b>	<b>\$ 20.71</b>	<b>\$ 19.63</b>	<b>\$ 17.28</b>	<b>\$ 18.74</b>	<b>\$ 21.86</b>	<b>\$ 21.86</b>
<b>Margin from Operations</b>	<b>\$ 2.19</b>	<b>6.8%</b>	<b>\$ 2.05</b>	<b>\$ 1.63</b>	<b>\$ 3.15</b>	<b>\$ 5.78</b>	<b>\$ 2.54</b>	<b>\$ 0.32</b>	<b>\$ 0.32</b>
Capital *	\$ 2.40	0.0%	\$ 2.40	\$ 3.01	\$ 2.10	\$ 2.19	\$ 2.34	\$ 2.40	\$ 2.40
<b>Net Margin, After Capital</b>	<b>\$ (0.21)</b>		<b>\$ (0.35)</b>	<b>\$ (1.38)</b>	<b>\$ 1.05</b>	<b>\$ 3.59</b>	<b>\$ 0.20</b>	<b>\$ (2.08)</b>	<b>\$ (2.08)</b>

# 2013 based on 2.5% increase in operations + \$100k for police and fire pensions.

\* The Village anticipates \$2.4 million annually for routine capital.

\*\* Assumes \$20.0 m balance @ 1.50% earnings rate.

\*\*\* 2008 amount includes \$800k for refuse (Downtown Red.\$2.5m & Facilities \$1.5m excluded).

2010 includes \$750k for refuse and \$825k for streetscape. 2011 includes \$550k for refuse and \$2.85m to close Streetscape Fu  
2012 amount includes refuse \$550k, Village Hall \$500k, Water Fund Loan \$300k, SSA3 Trapp Ln \$510k. Estm. assumes no w  
2013 amount includes refuse \$550k, Village Hall \$500k.

Points Earned for Revenues and Operating Expenses  
(maximum 5 points each)

**Proposed Schedule:**

Revenues (Estimated as a % of Budget)	< 92%	92-94	94-96	<b>96-97%</b>	<b>98-102%</b>	>102%
Points Assigned *	0	1	2	3	4	5

Operating Expenses (Estimated as a % of Budget)	< 98%	<b>98-102%</b>	102-104%	> 105%
Points Assigned *	5	4	2	0

\* Points assignment calculated as:

2011 estimated revenue points	\$ 22.46	estm. /	\$ 22.34	budget =	101%
2011 estimated expense points	\$ 20.41	estm. /	\$ 20.71	budget =	99%

Total

Village of Winnetka  
General Fund Cash Projections  
In Millions of Dollars

10.24.2011

	Budget FYE 2011	Proj. FYE 2012
Cash Balance 4/1/2011	\$ 19.86	
Adjustments:		
Deposits	\$ (1.57)	
A/P and Reserved Amounts	\$ (1.14)	
Undesignated Cash	\$ 17.15	\$ 16.80
Estimated Revenues	\$ 22.46	\$ 22.66
Estimated Operating Expenses	\$ 20.41	\$ 20.47
Est. Contribution From Operations	\$ 2.05	\$ 2.19
Estimated Capital **	\$ (2.40)	\$ (2.40)
Estimated Cash-Flow For Year	\$ (0.35)	\$ (0.21)
Undesignated Cash 3/31	\$ 16.80	\$ 16.59
Ending Cash as a % of Operating Expenses and Capital Expenses	82%	81%

\*\* Estimated at the historical norm of about \$2.4 million per year.

Points Earned for Cash Balances

Projected 2012 Ranking:

Cash as a % of Operating expenses Points Assigned	< 15%	16 - 25%	26%-45%	46%- 65%	> 66%
	0	3	6	9	10

Projected 3/31/2012 cash as a percent of policy maximum:

Policy Maximum	
6 months Operating Expenses	\$ 10.2
Cash needed to Fund Pensions at 90% (estm.)	\$ 22.2
Policy Maximum	\$ 32.4

Projected balance as a % of Maximum 51%

**Village of Winnetka  
Pension Asset and Liability History  
In Millions of Dollars**

9.1.2011  
by: em

13

Fiscal Year Ended Data	Total				Police Pension - 6.25%				Fire Pension - 6.25%				IL. Municipal Retirement - 7.5%			
	Assets	Liabilities	Diff.	% Fund.	Assets	Liabilities	Diff.	% Fund.	Assets	Liabilities	Diff.	% Fund.	Assets	Liabilities	Diff.	% Fund.
<b>2011</b>	<b>\$ 60.00</b>	<b>\$ 91.36</b>	<b>\$ (31.36)</b>	<b>66%</b>	<b>\$ 20.38</b>	<b>\$ 29.63</b>	<b>\$ (9.25)</b>	<b>69%</b>	<b>\$ 18.82</b>	<b>\$ 28.88</b>	<b>\$ (10.06)</b>	<b>65%</b>	<b>\$ 20.80</b>	<b>\$ 32.85</b>	<b>\$ (12.05)</b>	<b>63%</b>
2010	\$ 58.97	\$ 90.79	\$ (31.82)	65%	\$ 18.90	\$ 28.78	\$ (9.88)	66%	\$ 17.80	\$ 28.12	\$ (10.32)	63%	\$ 22.27	\$ 33.89	\$ (11.62)	66%
2009	\$ 53.75	\$ 85.34	\$ (31.59)	63%	\$ 16.05	\$ 26.89	\$ (10.84)	60%	\$ 15.13	\$ 26.29	\$ (11.16)	58%	\$ 22.57	\$ 32.16	\$ (9.59)	70%
2008	\$ 62.40	\$ 80.72	\$ (18.32)	77%	\$ 18.24	\$ 23.94	\$ (5.70)	76%	\$ 16.86	\$ 25.01	\$ (8.15)	67%	\$ 27.30	\$ 31.77	\$ (4.47)	86%
2007	\$ 57.84	\$ 76.29	\$ (18.45)	76%	\$ 17.16	\$ 22.54	\$ (5.38)	76%	\$ 15.84	\$ 24.06	\$ (8.22)	66%	\$ 24.84	\$ 29.69	\$ (4.85)	84%
2006	\$ 53.53	\$ 69.40	\$ (15.87)	77%	\$ 16.26	\$ 20.03	\$ (3.77)	81%	\$ 14.95	\$ 21.62	\$ (6.67)	69%	\$ 22.32	\$ 27.75	\$ (5.43)	80%
2005	\$ 51.78	\$ 64.87	\$ (13.09)	80%	\$ 15.85	\$ 18.83	\$ (2.98)	84%	\$ 14.49	\$ 19.78	\$ (5.29)	73%	\$ 21.44	\$ 26.26	\$ (4.82)	82%
2004	\$ 48.74	\$ 61.54	\$ (12.80)	79%	\$ 14.40	\$ 18.11	\$ (3.71)	80%	\$ 13.33	\$ 18.55	\$ (5.22)	72%	\$ 21.01	\$ 24.88	\$ (3.87)	84%
2003	\$ 49.41	\$ 57.04	\$ (7.63)	87%	\$ 15.54	\$ 16.80	\$ (1.26)	93%	\$ 14.04	\$ 17.89	\$ (3.85)	78%	\$ 19.83	\$ 22.35	\$ (2.52)	89%
2002	\$ 46.52	\$ 54.37	\$ (7.85)	86%	\$ 15.22	\$ 16.44	\$ (1.22)	93%	\$ 13.78	\$ 16.92	\$ (3.14)	81%	\$ 17.52	\$ 21.01	\$ (3.49)	83%
2001	\$ 43.40	\$ 50.36	\$ (6.96)	86%	\$ 14.86	\$ 15.36	\$ (0.50)	97%	\$ 13.43	\$ 15.51	\$ (2.08)	87%	\$ 15.11	\$ 19.49	\$ (4.38)	78%
1980	\$ 3.25	\$ 12.46	\$ (9.21)	26%	\$ 1.32	\$ 3.89	\$ (2.57)	34%	\$ 1.42	\$ 4.36	\$ (2.94)	33%	\$ 0.51	\$ 4.21	\$ (3.70)	12%
2001 - 2011 Change	\$ 16.60	\$ 41.00	\$ (24.40)	-21%	\$ 5.52	\$ 14.27	\$ (8.75)	-28%	\$ 5.39	\$ 13.37	\$ (7.98)	-21%	\$ 5.69	\$ 13.36	\$ (7.67)	-14%
% Change	43%	87%	310%		39%	98%	2083%		42%	90%	405%		47%	76%	140%	

1980 amounts taken from 1981 CAFR.

Police and Fire investment assumptions, prior to 2006 - 7.0%, 2007 - 2009 - 6.50%, 2010 - 6.25%.

## Points Earned for Pension Funding (10 point maximum)

Combined % Funded ***	< 60%	<b>60 - 69%</b>	70 - 79%	80 - 89%	90-100%	> 100%
Points Assigned	2	<b>4</b>	6	8	9	10

For Police and Fire Pension Funds:

\* In 2007 the assumed rate of return was reduced from 7.0% to 6.5%.

In 2010 the assumed rate of return was reduced from 6.5% to 6.0%.

In 2011 the assumed rate of return was increased from 6.0% to 6.25%.

To fund all three pension plans at the 90% level would require \$ 22.22 million.

	100%	90%	
Assets	\$ 60.00	\$ 60.00	
Liabilities	\$ 91.36	\$ 82.22	
Difference	\$ (31.36)	\$ (22.22)	\$ (9.14)

**ORDINANCE NO. M-19-2011**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2011 TO PAY THE PRINCIPAL OF AND INTEREST ON  
\$3,190,000 GENERAL OBLIGATION REFUNDING BONDS  
(SALES TAX ALTERNATIVE REVENUE SOURCE), SERIES 2003,  
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS**

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

**WHEREAS**, the Council of the Village of Winnetka, Cook County, Illinois (the “Village Council”), by Ordinance Number M-1-2003, adopted on the 7<sup>th</sup> day of January, 2003 (the “Ordinance”), did provide for the issue of \$3,190,000 General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2003 (the “Bonds”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds: and

**WHEREAS**, the Village will have the Pledged Sales Tax Income (as defined in the Ordinance) in the appropriate fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2012; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2011 to pay the principal of and interest on the Bonds be abated.

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

**SECTION 1: Abatement of Tax.** The tax heretofore levied for the year 2011 of \$334,760.00 in Ordinance Number M-1-2003 to pay the principal of and interest on \$3,190,000 General Obligation Refunding Bonds (sales Tax Alternate Revenue Source), Series 2003, of the Village of Winnetka, Cook County, Illinois, is hereby abated in its entirety.

**SECTION 2: Filing of Ordinance.** Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

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

**SECTION 3: Effective Date.** That this Ordinance shall be in full force and effect from and its passage, approval, and posting.

**PASSED** this \_\_\_ day of December, 2011, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_\_\_\_ day of December, 2011.

Signed:

Countersigned:

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

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

Introduced: December 6, 2011

Posted:

Passed and Approved:

Posted:

**AN ORDINANCE  
LEVYING TAXES FOR THE YEAR 2011  
FOR VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS  
SPECIAL SERVICE AREA NO. 3**

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

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

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

**WHEREAS**, the construction of the improvements in Special Service Area No. 3 are substantially complete with an estimated total project cost for the Special Services provided to Special Service Area No. 3 of Two Hundred Fifty-Five Thousand Dollars (\$255,000.00); and

**WHEREAS**, the total term of repayment of the project costs for Special Service Area No. 3 is 10 years and the 2011 Tax Levy is for Year One of Ten; and

**WHEREAS**, the Village Council have determined that the total amount to be raised by the levy of taxes on taxable property within Special Service Are No. 3 for principal and interest on the cost of providing such Special Services for the fiscal year beginning April 1, 2011, and ending March 31, 2012 is Thirty-Five Thousand Seven Hundred Dollars (\$35,700.00).

**NOW, THEREFORE**, the Council of the Village of Winnetka do ordain:

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

**SECTION 2:** That in order to meet the cost of principal and interest on the cost of providing the above-described Special Services within Special Service Area No. 3 for the fiscal year beginning April 1, 2011, and ending March 31, 2012, there is hereby levied upon all of the taxable property within Village of Winnetka Special Service Area No. 3 subject to taxation for the current year, as assessed and equalized for the year 2011, the sum of Thirty-Five Thousand Seven Hundred Dollars (\$35,700.00), which is to be collected from the levy of the Village of Winnetka for the year 2011 for the purposes heretofore budgeted, the total of which has been ascertained and is as indicated in the following Summary of 2011 Property Tax Levy under the column labeled "Amount to Be Raised by Tax Levy," and as set forth in detail in the 2011 Property Tax Levy Report, which is attached as Exhibit A and is incorporated herein by reference.

**SECTION 3:** That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Thirty-Five Thousand Seven Hundred Dollars (\$35,700.00), which is the total amount the Village of Winnetka requires to be raised by taxation to meet the costs of principal and interest for Special Service Area No. 3 for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2011 on all properties subject to taxation within Village of Winnetka Special Service Area No. 3, in accordance with the provisions of this Ordinance.

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

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

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

**PASSED** this \_\_ day of December, 2011, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_ day of December, 2011.

Signed:

Countersigned:

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

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

Introduced: December 6, 2011

Posted:

Passed and Approved:

Posted:

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- SSA 3 TRAPP LANE: OPERATING EXPENSE: PUBLIC AFFAIRS -----			
31-20-500-180	BOND PAYMENT	31,595	25,500
31-20-500-181	INTEREST PAYMENT	12,638	10,200
31-20-500-900	CONSTRUCTION	510,000	0
	TOTAL FOR: PUBLIC AFFAIRS	554,233	35,700
	SSA 3 TRAPP LANE TOTAL OPERATING EXPENSE	554,233	35,700
----- SSA 3 TRAPP LANE: TRANSFERS: PUBLIC AFFAIRS -----			
31-20-700-403	OTHER OPERATING TRANSFERS	510,000	0
	TOTAL FOR: PUBLIC AFFAIRS	510,000	0
	TOTAL FOR FUND: SSA 3 TRAPP LANE	1,064,233	35,700

**ORDINANCE NO. M-21-2011**

**AN ORDINANCE  
LEVYING TAXES FOR THE YEAR 2011  
FOR VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS  
SPECIAL SERVICE AREA NO. 4**

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

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

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

**WHEREAS**, the construction of the improvements in Special Service Area No. 4 has been completed and the total project cost for the Special Services provided to Special Service Area No. 3 is Twenty Thousand Seven Hundred Ninety-Five Dollars (\$20,795); and

**WHEREAS**, the total term of repayment of the project costs for Special Service Area No. 4 is five years and the 2011 Tax Levy is for Year One of Five; and

**WHEREAS**, the Village Council have determined that the total amount to be raised by the levy of taxes on taxable property within Special Service Area No. 3 for principal and interest on the cost of providing such Special Services for the fiscal year beginning April 1, 2011, and ending March 31, 2012 is Four Thousand Nine Hundred Ninety One Dollars (\$4,991).

**NOW, THEREFORE,** the Council of the Village of Winnetka do ordain:

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

**SECTION 2:** That in order to meet the cost of principal and interest on the cost of providing the above-described Special Services within Special Service Area No. 4 for the fiscal year beginning April 1, 2011, and ending March 31, 2012, there is hereby levied upon all of the taxable property within Village of Winnetka Special Service Area No. 4 subject to taxation for the current year, as assessed and equalized for the year 2011, the sum of Four Thousand Nine Hundred Ninety One Dollars (\$4,991), which is to be collected from the levy of the Village of Winnetka for the year 2011 for the purposes heretofore budgeted, the total of which has been ascertained and is as indicated in the following Summary of 2011 Property Tax Levy under the column labeled "Amount to Be Raised by Tax Levy," and as set forth in detail in the 2011 Property Tax Levy Report, which is attached as Exhibit A and is incorporated herein by reference.

**SECTION 3:** That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Four Thousand Nine Hundred Ninety One Dollars (\$4,991), which is the total amount the Village of Winnetka requires to be raised by taxation to meet the costs of principal and interest for Special Service Area No. 4 for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2011 on all properties subject to taxation within Village of Winnetka Special Service Area No. 4, in accordance with the provisions of this Ordinance.

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

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

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

**PASSED** this \_\_ day of December, 2011, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_ day of December, 2011.

Signed:

Countersigned:

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

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

Introduced: December 6, 2011

Posted:

Passed and Approved:

Posted:

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- SSA #4 Locust to Rosewood: OPERATING EXPENSE: PUBLIC AFFAIRS -----			
32-20-500-180	BOND PAYMENT	7,400	4,159
32-20-500-181	INTEREST PAYMENT	1,480	832
32-20-500-900	CONSTRUCTION	0	0
	TOTAL FOR: PUBLIC AFFAIRS	8,880	4,991
	SSA #4 Locust to Rosewood TOTAL OPERATING EXP	8,880	4,991
----- SSA #4 Locust to Rosewood: TRANSFERS: PUBLIC AFFAIRS -----			
32-20-700-403	OTHER OPERATING TRANSFERS	0	0
	TOTAL FOR: PUBLIC AFFAIRS	0	0
	TOTAL FOR FUND: SSA #4 Locust to Rosewood	8,880	4,991

**AN ORDINANCE  
LEVYING TAXES FOR THE YEAR 2011  
FOR VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS  
SPECIAL SERVICE AREA NO. 5**

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

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

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

**WHEREAS**, the construction of the improvements in Special Service Area No. 5 has been completed and the total project cost for the Special Services provided to Special Service Area No. 3 is Forty Thousand Seventeen Thousand Six Hundred Sixty-Four Dollars (\$17,664); and

**WHEREAS**, the total term of repayment of the project costs for Special Service Area No. 5 is five years and the 2011 Tax Levy is for Year One of Five; and

**WHEREAS**, the Village Council have determined that the total amount to be raised by the levy of taxes on taxable property within Special Service Are No. 5 for principal and interest on the cost of providing such Special Services for the fiscal year beginning April 1, 2011, and ending March 31, 2012 is Four Thousand Two Hundred Forty Dollars (\$4,240).

**NOW, THEREFORE**, the Council of the Village of Winnetka do ordain:

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

**SECTION 2:** That in order to meet the cost of principal and interest on the cost of providing the above-described Special Services within Special Service Area No. 5 for the fiscal year beginning April 1, 2011, and ending March 31, 2012, there is hereby levied upon all of the taxable property within Village of Winnetka Special Service Area No. 5 subject to taxation for the current year, as assessed and equalized for the year 2011, the sum of Thousand Two Hundred Forty Dollars (\$4,240), which is to be collected from the levy of the Village of Winnetka for the year 2011 for the purposes heretofore budgeted, the total of which has been ascertained and is as indicated in the following Summary of 2011 Property Tax Levy under the column labeled "Amount to Be Raised by Tax Levy," and as set forth in detail in the 2011 Property Tax Levy Report, which is attached as Exhibit A and is incorporated herein by reference.

**SECTION 3:** That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Four Thousand Two Hundred Forty Dollars (\$4,240), which is the total amount the Village of Winnetka requires to be raised by taxation to meet the costs of principal and interest for Special Service Area No. 5 for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2011 on all properties subject to taxation within Village of Winnetka Special Service Area No. 5, in accordance with the provisions of this Ordinance.

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

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

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

**PASSED** this \_\_ day of December, 2011, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_ day of December, 2011.

Signed:

Countersigned:

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

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

Introduced: December 6, 2011

Posted:

Passed and Approved:

Posted:

TAX LEVY REPORT  
FISCAL YEAR 2012, SORTED BY PROGRAM

ACCOUNT NUMBER	DESCRIPTION	BUDGETED AMOUNT	AMOUNT TO BE RAISED BY TAX LEVY
----- SSA #5 Rosewood to Glendale: OPERATING EXPENSE: PUBLIC AFFAIRS -----			
33-20-500-180	BOND PAYMENT	8,063	3,533
33-20-500-181	INTEREST PAYMENT	1,613	707
33-20-500-900	CONSTRUCTION	0	0
33-20-500-901	MISCELLANEOUS	0	0
	TOTAL FOR: PUBLIC AFFAIRS	9,676	4,240
	SSA #5 Rosewood to Glendale TOTAL OPERATING E	9,676	4,240
----- SSA #5 Rosewood to Glendale: TRANSFERS: PUBLIC AFFAIRS -----			
33-20-700-403	OTHER OPERATING TRANSFERS	0	0
	TOTAL FOR: PUBLIC AFFAIRS	0	0
	TOTAL FOR FUND: SSA #5 Rosewood to Glendale	9,676	4,240