

**Winnetka Village Council**  
**Regular Meeting**  
**Village Hall**  
510 Green Bay Road  
Tuesday, April 17, 2012  
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. 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) May 1, 2012, Regular Meeting
  - b) May 8, 2012, Study Session
- 4) Approval of Agenda
- 5) Consent Agenda
  - a) Village Council Minutes
    - i) March 8, 2012, Rescheduled Regular Meeting.....3
    - ii) March 13, 2012, Study Session.....10
  - b) Warrant Lists Nos. 1745 and 1746 .....13
  - c) Police Department Xerox Machines .....14
  - d) Resolution No. R-14-2012 – Authorization for the Destruction of Verbatim Audio Recordings - Adoption.....19
- 6) Stormwater Update (Oral Report)
- 7) Community House Proclamation.....23
- 8) Telecommunications Audit.....25
- 9) Ordinances and Resolutions
  - a) Ordinance MC-3-2012: Arson Investigator – Introduction .....35
  - b) Ordinance M-6-2012: Disposal of Surplus Electrical Equipment – Introduction .....39
  - c) Ordinance No. MC-2-2012 – Liquor Code: Wine Station Rider Amendment – Adoption.....45
  - d) Resolution No. R-15-2012 – Wine Station Liquor Rider (Trifecta) – Adoption.....53
  - e) Resolution No. R-16-2012 – Fee Amendment: Wine Station Rider Fee - Adoption .....56
- 10) Public Comment
- 11) Old Business
- 12) New Business

a) Policy Direction: 769 & 777 Locust – Consolidation.....65

13) Reports

14) Appointments

15) Executive Session

16) Adjournment

**NOTICE**

All agenda materials are available at [www.villageofwinnetka.org](http://www.villageofwinnetka.org) (*click Council and then 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, Mondays, Wednesdays, and Fridays at 7:00 p.m. Videos of the meeting may also be viewed on the Internet via a link on the Village’s web site: [www.villageofwinnetka.org](http://www.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, (Telephone (847) 716-3540; T.D.D. (847) 501-6041).

**MINUTES  
WINNETKA VILLAGE COUNCIL  
RESCHEDULED REGULAR MEETING  
March 8, 2012**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Winnetka Police Department on Thursday, March 8, 2012, at 7:30 p.m.

- 1) Call to Order. President Tucker called the meeting to order at 7:32 p.m. Present: Trustees Arthur Braun, Gene Greable, Bill Johnson, Richard Kates, and Jennifer Spinney. Absent: Trustee Chris Rintz. Also present: Village Manager Robert Bahan, Village Attorney Katherine Janega, Finance Director Ed McKee, Director of Public Works Steve Saunders, Water & Electric Director Brian Keys, Village Planner Brian Norkus, and approximately 7 persons in the audience.
- 2) Pledge of Allegiance. President Tucker led the group in the Pledge of Allegiance.
- 3) Quorum.
  - a) March 13, 2012, Special Executive Session. All of the Council members present indicated that they expected to attend.
  - b) March 13, 2012, Study Session. All of the Council members present indicated that they expected to attend.
  - c) March 20, 2012, Regular Meeting. All of the Council members present indicated that they expected to attend.
  - d) April 3, 2012, Regular Meeting. All of the Council members present indicated that they expected to attend.
- 4) Approval of the Agenda. Trustee Braun, seconded by Trustee Johnson, moved to approve the Agenda. By roll call vote the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, and Spinney. Nays: None. Absent: Trustee Rintz.
- 5) Consent Agenda
  - a) Village Council Minutes.
    - i) February 7, 2012, Regular Meeting.
    - ii) February 14, 2012, Budget Meeting.
  - b) Warrant Lists Nos. 1739 and 1740. Approving Warrant List No. 1739 in the amount of \$552,747.91, and Warrant List No. 1740 in the amount of \$352,367.56.
  - c) 2011 Street Program: Change Order. Authorizing Change Order #2 in the amount of \$26,335.72 for the 2011 Street Rehabilitation Program.
  - d) GIS Service Provider Contract. Authorizing the Village to enter into a service agreement for GIS services with Municipal GIS Partners, Inc., for a fee based on the hourly rates set forth in the GISC joint agreement, not to exceed \$53,614.00

- e) Lead Service Replacement: Contract Award. Removed from the Consent Agenda at the request of Trustee Kates. This item was discussed under New Business.

Trustee Johnson, seconded by Trustee Spinney, moved to approve the remaining items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, and Spinney. Nays: None. Absent: Trustee Rintz.

- 6) Stormwater Update. Mr. Saunders explained that employing a stormwater master plan would guide the Village in planning, financing, constructing and maintaining improvements to its storm and sanitary sewer systems, as well as ensure that best management practices and green infrastructure are incorporated. He said an RFP had been issued, with responses due back on March 23<sup>rd</sup>, and that a recommendation could be ready by the April 17<sup>th</sup> Council meeting.

Trustee Braun asked if the report would include design elements.

Mr. Saunders said it would not, as no overall policy statement is being sought and no detailed designs.

Trustee Johnson asked when the plan might be adopted.

Mr. Saunders said a lot of discussion about financing etc. needs to take place, and that an aggressive timeline would be to adopt a plan by April of 2013. He confirmed for Trustee Kates that the master plan is not confined to the areas of the Burke Study.

Stuart McCrary, 637 Hill, asked how the Park District's proposal for Duke Childs Field would affect storm runoff.

Mr. Saunders explained that the Park District's engineer worked with the Village and CBBEL in developing those plans, and that they are providing a significant amount of storage to meet MWRD requirements, which are more stringent than the Village's standards. He said pains have been taken to ensure that the Village can use some of that open space for detention in the event that the tunnel project does not go forward.

Robert Leonard, 1065 Spruce, asked for clarification about what a 100-year flood is.

Mr. Saunders explained that statisticians look back at rainfall events and develop a statistical curve which says that the likelihood of a 100-year flood is 1% each year – but that just like rolling dice, theoretically it is possible to have multiple 1% flood events in any given year – since the number is just a statistic.

Trustee Spinney said residents need to take steps to protect their homes to the best of their ability.

Mr. Saunders agreed that there are a variety of ways and reasons that houses can flood, some of which are out of the control of homeowners, and others which are private property-related, and in these cases, the Village cannot always be of much help.

- a) Spruce Street Outlet Engineering Proposal. Mr. Saunders reported that, at the February Study Session, the Council directed staff to secure engineering proposals for two projects at the northeast portion of the Village. He explained that the current large drainage area from the north side of Tower to just north of Elm Street discharges at Spruce Street, and the Village's consultant, Christopher B. Burke Engineering, Ltd. (CBBEL) has

recommended splitting that watershed by adding another outlet at Lloyd Park and rerouting a small portion at the Sheridan Road ravines.

He said CBBEL has submitted a proposal with a scope that includes detailed engineering, preliminary plans, permitting, final plans and bidding assistance, which will get the Village to the point of soliciting bids. He explained that since the firm is very familiar with the proposed projects, it is hoped that construction could start in the spring of 2013.

The Council asked questions and discussed the proposal at length with Mr. Saunders.

Trustee Greable asked, for the record, why other bidders had not been solicited for this project.

Mr. Saunders explained that CBBEL had already done the topography and hydrology modeling in its previous study for the Village and that it is common practice to continue with the same firm in these circumstances.

Trustee Kates said he would like residents in the affected areas to have a chance to comment before a project is selected.

Mr. Saunders said that is a good idea, and that if the Council approves the contract with CBBEL tonight, meetings could be scheduled for feedback once more detailed topographical information has been collected.

Trustee Kates said that would be satisfactory if the contract were modified to include an intermediate point so that community input can be sought before the final plan is approved.

Trustee Greable, seconded by Trustee Braun, moved to award a contract to Christopher B. Burke Engineering, Ltd., to provide engineering services for the design of storm sewer improvements for the Spruce Street Outlet Study area identified in the October 2011 CBBEL Flood Risk Reduction Assessment, for a fee not to exceed \$148,572. By roll call vote, the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, and Spinney. Nays: None. Absent: Trustee Rintz.

7) Ordinances and Resolutions.

a) Public Hearing: 2012-13 Village Budget. President Tucker opened the public hearing at 8:15 p.m.

i) Resolution R-6-2012: Village Budget – Introduction. Mr. McKee summarized the impact of the proposed new budget, explaining that the levy increase was held to 1.5% last December, and he also reviewed the rate increases. He explained that the typical Winnetka resident would pay about \$120 more for services next year, and he noted that people care most about the bottom line and that government is being responsible with taxpayer money.

President Tucker thanked Mr. McKee for putting together a solid, austere budget that still provides services in these difficult times, and she noted that the budget meetings were very thorough.

Trustee Kates asked what would happen to the funds that have been budgeted for combined dispatch if the project does not move forward.

Mr. McKee explained that the money would remain in the General Fund, and that Village staff never spends money without Council approval.

President Tucker reminded residents that the water rates were increased because the water plant needs to be upgraded to continue providing safe water service.

President Tucker closed the public hearing at 8:25 p.m.

Trustee Greable said he would like to clarify comments that were made during the budget discussions about the Village having \$40 million in cash reserves. He noted that the Village's cash is not sitting around in one fund and is not available for just any use but is put to use by the fund in which it is designated as an asset. After giving a brief review of the various funds, he noted that the overall amount of free and available cash in reserve will be approximately \$6 million at the end of 2013, as \$11 million is set aside for as a cushion against hard times.

The Council agreed that the State need to become as fiscally conservative as municipalities have to be, and to stop pushing unfunded mandates to the local level.

Trustee Greable, seconded by Trustee Johnson, moved to introduce Resolution R-6-2012. By voice vote, the motion carried.

- b) Updated Fee and Rate Resolutions. President Tucker announced that the first four rate resolutions would be introduced together and would be up for adoption at the last Council Meeting in March. She said the three remaining fee resolutions do not require introduction, but are on the agenda for review before being up for adoption at the last March meeting.

Mr. McKee referred the Council to his agenda report for a summary of substantive changes.

- i) Resolution R-7-2012: Water Rates – Introduction.
- ii) Resolution R-8-2012: Electric Rates – Introduction.
- iii) Resolution R-9-2012: Sewer Rates – Introduction.
- iv) Resolution R-10-2012: Refuse Rates – Introduction.

Trustee Johnson, seconded by Trustee Braun, moved to introduce Resolutions R-7-2012 through R-10-2012. By voice vote, the motion carried

- v) Resolution R-11-2012: General Permit & License Fees – Review.
- vi) Resolution R-12-2012: Building, Zoning & Construction Fees – Review.
- vii) Resolution R-13-2012: Fire Service Fees – Review.

Mr. McKee noted that Resolutions R-11-2012, R-12-2012 and R-13-2012 do not require introduction and were being presented for review only.

There were no further comments or questions about the fee resolutions.

- c) Public Hearing: Zoning Amendments Pertaining to Coach Houses. President Tucker opened the Public Hearing at 8:55 p.m.

Attorney Janega reviewed the amendments she had made as a result of the Council's discussion at its February 7<sup>th</sup> meeting, when the Ordinance was introduced, explaining the she had addressed the concerns that were raised at that time.

The Council asked questions and discussed the amendments thoroughly with Attorney Janega, and suggested several more revisions.

Glen Weaver, 574 Lincoln asked to testify.

Manager Bahan administered an oath to Mr. Weaver

Mr. Weaver asked what the safety requirements would be for coach houses with regard to smoke detectors, sprinklers, etc.

Attorney Janega explained that the fire and life safety codes are all addressed as part of the inspection process and that the Fire Department inspects buildings for compliance with fire and life safety codes.

President Tucker closed the public hearing at 9:20 p.m.

Attorney Janega said she would make the amendments suggested by the Council this evening and bring the Ordinance back for adoption at the March 20<sup>th</sup> Council meeting.

i) Ordinance MC-1-2012: Coach House Amendments – Adoption.

No motion was made to adopt Ordinance MC-1-2012.

8) Public Comment and Questions.

9) Old Business. None.

10) New Business.

- a) Lead Service Replacement: Contract Award. Mr. Keys reviewed lead water service repairs made since 2007, when the Village Council amended provisions of the Village Code dealing with water service connections, to assume more of the cost of replacing leaking lead service connections.

Mr. Keys reported that the Village has the right to extend the 2011 contract with Rick's Sewer & Drainage to perform the Village's portion of the repairs, at the same unit prices. He explained that 22 lead water service replacements have been done satisfactorily in the current fiscal year and that staff recommends extending the contract for an additional year. He said the amount allocated in the upcoming budget is \$220,000, and Staff is requesting authorization to issue a \$120,000 purchase order with the understanding that if more funds are needed during the year, a change order will be requested.

Trustee Kates commented that if the original changes to the Village Code were enacted for safety reasons and that no lead has been found in testing of the Village's water supply. He asked if the prior arrangement could be reinstated to save the residents some money.

Mr. Keys explained that under the previous policy, the property owner had to repair the service all the way out to the right-of-way, which could be very expensive, and that there was also a question about having people dig into the right-of-way on a regular basis. He said there is a question to be decided of repair vs. replace when it comes to leaking lead

water services and he also recommended a discussion to address the aging infrastructure of the Village's water supply system.

Trustee Greable said he would like to give Mr. Keys more time to study the issue and get back to the Council.

Trustee Braun, seconded by Trustee Johnson, moved to authorize the Village Manager to execute a purchase order to Rick's Sewer & Drainage in the amount of \$120,000 at the unit prices bid, subject to the terms and conditions of Bid #011-002, for the replacement of lead water services during the period from April 1, 2012 through March 31, 2013.. By roll call vote, the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, and Spinney. Nays: None. Absent: Trustee Rintz.

11) Reports

- a) Village President. President Tucker said while it has been rumored that the Post Office retail facility might be moving out its Chestnut Street location. the rumors are not true. She explained that furthermore the Post Office has a lease with noticing requirements to the Village in the event that it does anticipate moving its retail facility elsewhere.
- b) Trustees.
  - i) Trustee Greable reported on a Chamber function for the new Coldwell Banker offices in the Galleria Building on March 1st.
  - ii) Trustee Spinney reported on the BCDC's first *Listen & Learn* session in Hubbard Woods last week, and she announced that the next session would be on March 13<sup>th</sup> at Café Aroma. She also reported that she had attended the opening of Sara Campbell's in East Elm with President Tucker.
- c) Attorney. Attorney Janega reported that she received a certificate of publication for a chapter in the Municipal Law Handbook on utilities that she authored.
- d) Manager. No report.

12) Appointments. None.

13) Executive Session.

- a) Trustee Braun moved to hold a Special Executive Session on Tuesday, March 13, 2012, at 5:00 p.m., to discuss Personnel and Collective Bargaining, pursuant to Sections 2(c)(1) and 2(c)(2) respectively, of the Illinois Open Meetings Act. Trustee Johnson seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, and Spinney. Nays: None. Absent: Trustee Rintz.
- b) Trustee Braun moved to adjourn into Executive Session to discuss Pending and Probable Litigation, pursuant to Section 2(c)(11) of the Illinois Open Meetings Act. Trustee Johnson seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, and Spinney. Nays: None. Absent: Trustee Rintz. The Council adjourned into Executive Session at 9:40 p.m.

The Council reconvened into Regular Session at 9:47 p.m. Present: President Tucker, Trustees Braun, Greable, Kates, Johnson, and Spinney. Nays: None. Absent: Trustee

Chris Rintz. Also present: Village Manager Rob Bahan and Village Attorney Katherine Janega.

- 14) Adjournment. Trustee Spinney, seconded by Trustee Johnson, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, and Spinney. Nays: None. Absent: Trustee Rintz. The meeting adjourned at 9:48 p.m.

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Recording Secretary

**MINUTES  
WINNETKA VILLAGE COUNCIL STUDY SESSION**

**March 13, 2012**

(Approved: )

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Council Chambers at Winnetka Village Hall, 510 Green Bay Road, on Tuesday, March 13, 2012 at 7:30 p.m.

- 1) Call to Order. President Tucker called the meeting to order at 7:30 p.m. Present: Trustees Arthur Braun, Gene Greable, Bill Johnson, Richard Kates, Chris Rintz and Jennifer Spinney. Absent: None. Also in attendance: Village Manager Robert Bahan, Village Attorney Katherine Janega, Michael D’Onofrio Director of Community Development, Assistant Director of Community Development Brian Norkus, Director of Public Works Steven Saunders, Assistant Village Engineer Susan Chen and approximately 6 persons in the audience.
  
- 2) Boards & Commissions: Attorney Janega presented a document compiled by the staff of issues raised at the study session on January 10<sup>th</sup> by the land use regulatory boards for the Council to discuss, provide policy direction and prioritize for staff.

Jason Harris and Louise Holland, chairs of the Business Community Development Committee and Landmark Preservation Commission respectively and Joni Johnson, Zoning Board of Appeals member, joined the Council discussion.

Discussion points:

- Completion of Urban Land Institute (ULI) study;
- Use of an holistic approach to develop a master plan for downtown;
- Simplification of procedures to encourage business and economic redevelopment;
- Combining the efforts of staff, residents, Village Council and committees to work as team.

Additional comments made concerned the revitalization of strategic planning for business districts, a reminder of the Village’s commitment to retail overlay, and appreciation for the effort made by the BCDC to involve landlords, merchants and residents.

In response to a question from President Tucker about environmental projects, Ms. Johnson deferred to Assistant Community Development Director Brian Norkus, who stated that the Plan Commission had discussed incorporating “greenscaping” projects that would be complementary to the stormwater project, such as swales and impermeable surfaces.

Ms. Johnson reported that the Zoning Board members had been polled about issues to present to the Council and the following were of most importance to the ZBA: the combination of special use permit applications made to parallel public bodies with joint meetings of the boards held whenever possible; the exploration of intergovernmental meetings of Plan Commission, DRB and ZBA to increase participation at the lower board level before matters

come to the Council; review of impermeable lot coverage regulations; and, the lack of noise regulations such as that coming from pools and generators. Ms. Johnson also suggested using a volunteer group as was done by the LPC to collect factual information about characteristics of residences in order to give the ZBA data for use as reference to refute some zoning variation requests.

Attorney Janega responded that joint hearings raise policy issues of procedure, but some applications do lend themselves to a simple, straightforward joint process and more opportunities for planning are possible in order to balance the interests of the property owner/landlord, business owner and the neighboring businesses and property owners as the downtown study progresses.

Trustee Kates asked that Attorney Janega prepare a memo for the Council's future reference that would delineate the possibilities for conducting joint hearings.

The Council agreed that the Village Attorney should work jointly with the Community Development staff to identify the issues and report back to the Council.

Louise Holland described the LPC's sometimes futile efforts to save historic homes from demolition and requested rules or regulations to: 1) delay demolition for 6 months, 2) ensure that the applicant follows procedures, and 3) explore the ability to require a resident to advertise the sale of a home on the open market for 100 days in order to give the applicant, architects and neighbors an opportunity to meet.

Points of discussion:

- Property rights vs. rights of profiteers;
- Ability to save historic homes;
- Circumvention of procedures in place;
- Requiring HAIS from Commission only;
- Outlawing signs announcing demolition;
- Inherent value of housing stock.

Attorney Janega gave a short explanation of the current procedures under the demolition regulations and suggested that she explore the possibilities of only accepting HAIS studies that have been required by the Landmark Preservation Commission and outlawing demolition signs until a demolition permit is granted.

- 3) FEMA Community Rating System: Village Engineer / Director of Public Works Steve Saunders asked the Council to consider participating in a voluntary program under the National Flood Insurance Program that could potentially reduce flood insurance premiums 5% to 45% for property owners in floodplain areas. The program would identify flood hazard areas and assess the flood risk associated with those areas by a Community Rating System (CRS) that would give discounts or credit points for eighteen public information and floodplain management activities designed to reduce a community's susceptibility to flooding if undertaken by the Village. The premium discounts are meant to provide an incentive for new flood protection activities that save lives and property in the event of a

flood. Mr. Saunders suggested that the benefits of participating in the program are the savings in flood insurance premiums and the ability to work with residents to reduce flooding and enhance public safety. The cost to the Village would be in staff time to develop a flood control program and educational materials for public information activities.

After discussion about (i) the staff resources required to participate in the program, (ii) Village control over the extent of its participation, (iii) the length of the program, and (iv) the premium discounts most likely for Winnetkans after participation, President Tucker ascertained that the Council's consensus was to submit the Village's application to the program.

- 4) Public Comment. None.
- 5) Executive Session. Trustee Braun moved to go into executive session to consider the review of Executive Session Minutes, pursuant to Section 2(c)(21) of the Open Meetings Act. Trustee Kates asked to defer the executive session to another time. Trustee Spinney seconded the motion on the table and by roll call vote, the motion was defeated. Ayes: Trustee Spinney, Trustee Greable. Nays: Trustee Braun, Trustee Kates, Trustee Rintz, Trustee Johnson. No executive session was held.
- 6) Adjournment. Trustee Johnson moved to adjourn the Study Session. The motion was seconded by Trustee Spinney. By roll call vote, the motion carried. Ayes: Trustees Braun, Greable, Kates, Johnson, Rintz and Spinney. Nays: None. Absent: None. The meeting adjourned at 10:12 p.m.

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Deputy Village Clerk

## AGENDA REPORT

SUBJECT:           **Warrant Lists Nos. 1745 and 1746**

PREPARED BY:     Robert Bahan, Village Manager

DATE:              April 12, 2012

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Warrants Lists Nos. 1745 and 1746 are enclosed in each Council member's packet.

**Recommendation:** Consider approving Warrants Lists Nos. 1745 and 1746.

## AGENDA REPORT

**TO:** Village Council  
Rob Bahan, Village Manager

**PREPARED BY:** Patrick Kreis, Chief of Police  
Rich Carlson, Records and Communications Supervisor

**DATE:** April 11, 2012

**SUBJECT:** Police Department Xerox Machines

The Village operates copiers in various departments. While the Village has explored the option of purchasing copiers and has done so in some instances, we have found that for the larger machines we are better off with a lease. The equipment performance generally declines by the fourth or fifth year and the vendor has been willing to upgrade equipment at the then current lease rate with no early termination penalty.

The Police Department operates two Xerox copiers, a large unit in the records area and a smaller unit in the report writing room. Both of these machines have experienced problems recently and are at approximately four years of service on a five year contract. We have contacted Xerox, they are receptive to an early upgrade and have drafted agreements for the Village to consider.

Attached are the two agreements to replace the current copiers with new equipment. The agreements result in a savings in the Department's copier costs. Monthly contractual costs are charges reduced from approximately \$850.00 to \$590.00. In addition to the contractual savings, the new contracts include an allowance for a set number of copies estimated to save an additional \$330.00 a month. Annual savings are estimated at \$5,880.00. These contracts are under the State of Illinois Contract #3 072517900, so competitive bidding has already occurred.

**Recommendation:** Authorize the Village Manager to execute two contracts with Xerox to implement the copier changes proposed.

# Lease Agreement



Customer: WINNETKA, VILLAGE OF

BillTo: VILLAGE OF WINNETKA  
POLICE DEPT  
410 GREEN BAY RD  
WINNETKA, IL 60093-2528

Tax ID#: 12345

Negotiated Contract : 072517900

Install: VILLAGE OF WINNETKA  
POLICE DEPT  
410 GREEN BAY RD  
WINNETKA, IL 60093-2528

## Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7535P (WC7535P PRINTER)	<ul style="list-style-type: none"> <li>- 3-hole Punch(fin-lx)</li> <li>- Office Finisher Lx</li> <li>- Hi Cap Tandem Tray</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV	- Xerox W7655P S/N VDR547838 Trade-In as of Payment 46	3/30/2012

## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7535P	\$405.57	1: BW	1 - 5,000	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color	5,001+ All Prints	\$0.0050 \$0.0449	
<b>Total</b>	<b>\$405.57</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

## Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: \_\_\_\_\_ Phone: (847)501-6034

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

Thank You for your business!  
This Agreement is proudly presented by Xerox and

**Drew Swindle**  
**(773)354-5619**

For information on your Xerox Account, go to  
[www.xerox.com/AccountManagement](http://www.xerox.com/AccountManagement)





Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**PRICING PLAN/OFFERING SELECTED:**

**2. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**3. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. W7535P	- Refinance of Xerox Agreement	\$7,279.00	11%	\$1,750.76

**4. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

# Lease Agreement



Customer: WINNETKA, VILLAGE OF

BillTo: VILLAGE OF WINNETKA  
 ACCOUNTS PAYABLE  
 510 GREEN BAY RD  
 WINNETKA, IL 60093-2563

Tax ID#: 12345

Negotiated Contract : 072517900

Install: VILLAGE OF WINNETKA  
 POLICE DEPT  
 410 GREEN BAY RD  
 WINNETKA, IL 60093-2528

## Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	<b>WC5335PT (WC5335 PRINTR/TANDEM)</b> - Network Scan	Lease Term: 48 months Purchase Option: FMV	- Xerox WC4150S S/N L99054403 Trade-In as of Payment 46	3/30/2012

## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC5335PT	\$185.53	1: Meter 1	1 - 10,000 10,001+	Included \$0.0025	- Consumable Supplies Included for all prints - Pricing Fixed for Term
<b>Total</b>	<b>\$185.53</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

## Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: \_\_\_\_\_ Phone: (847)501-6034

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

Thank You for your business!  
 This Agreement is proudly presented by Xerox and

**Drew Swindle**  
 (773)354-5619

For information on your Xerox Account, go to  
[www.xerox.com/AccountManagement](http://www.xerox.com/AccountManagement)





Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**PRICING PLAN/OFFERING SELECTED:**

**2. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**3. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. WC5335PT	- Refinance of Xerox Agreement	\$2,137.00	11%	\$514.04

**4. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

## AGENDA REPORT

**Subject:**                   **Resolution R-14-2012**  
**Authorizing the Destruction of Verbatim Audio Recordings**

Prepared By:               Mary Ivins

Date:                        April 11, 2012

Pursuant to the Open Meetings Act, the Village Council is required to record its executive sessions and retain those verbatim recordings for 18 months, after which they may be destroyed, provided meeting minutes have been approved and the destruction of the recordings is approved as well.

Resolution R-14-2012 has been prepared for the Council's consideration and covers the destruction of Executive Session Verbatim Audio Recordings from September 8, 2009 through June 29, 2010 for which minutes have been previously approved.

The resolution specifically states that the Council is not authorizing or consenting to the public disclosure of the verbatim recordings of its executive sessions.

### **Recommendation:**

Consider adoption of Resolution No. R-14-2012, authorizing the destruction of Executive Session verbatim audio recordings pursuant to Section 2.06 of the Open Meetings Act.

**A RESOLUTION  
AUTHORIZING THE DESTRUCTION OF VERBATIM AUDIO RECORDINGS  
OF CLOSED SESSION MEETINGS OF THE WINNETKA VILLAGE COUNCIL**

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

**WHEREAS**, the Council of the Village of Winnetka (the “Village Council”) is a public body, as defined in Section 1.02 of the Illinois Open Meetings Act; and

**WHEREAS**, Section 2.06 of the Open Meetings Act requires every public body to make a verbatim audio or video record of their closed meetings and to retain those tapes for 18 months, after which time the public body may destroy the verbatim recordings without notice to or approval of a Records Commission or the State Archivist if the written minutes of the closed session meetings have been approved; and

**WHEREAS**, pursuant to Section 2.06(e) of the Open Meetings Act, the verbatim record of closed session meetings shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding, other than one brought to enforce the Open Meetings Act, unless the public body (i) has determined that the verbatim recording no longer requires confidential treatment or (ii) has consented to the disclosure of the verbatim recording; and

**WHEREAS**, as required by Section 2.06(c) of the Open Meetings Act, the Village Council makes and retains audio recordings of all of its closed meetings; and

**WHEREAS**, on February 21, 2012, pursuant to Resolution R-1-2012, the Village Council publicly disclosed the approval of minutes of all closed session meetings or closed session portions of meetings occurring on or before January 10, 2012 and determined that a need for confidentiality still exists as to the minutes of certain of its closed sessions; and

**WHEREAS**, Resolution R-1-2012 did not authorize the destruction of any eligible verbatim recordings, but also did not consent to the disclosure of any verbatim recordings; and

**WHEREAS**, pursuant to Section 2.06 of the Open Meetings Act, the Village Council finds and determines that: (i) it will continue to order the destruction of all verbatim records of closed session meetings as they become eligible for destruction as provided in Section 2.06 of the Open Meetings Act, and (ii) that it will continue to maintain the confidentiality of all verbatim recordings of closed session meetings, notwithstanding the approval of written minutes of such meetings.

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

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

**SECTION 2:** The Village Council hereby orders the destruction of the verbatim audio recordings of the following closed session meetings of the Village Council:

September 8, 2009	January 26, 2010
September 15, 2009	January 28, 2010
October 6, 2009	February 2, 2010
October 13, 2009	February 9, 2010
October 19, 2009	March 9, 2010
October 27, 2009	March 11, 2010
November 3, 2009	April 6, 2010
November 17, 2009	April 20, 2010
December 1, 2009	May 4, 2010
December 8, 2009	May 13, 2010
December 15, 2009	May 20, 2010
December 18, 2009	June 1, 2010
January 5, 2010	June 8, 2010
January 14, 2010	June 10, 2010
January 19, 2010	June 15, 2010
January 23, 2010	June 22, 2010
	June 29, 2010

**SECTION 3:** Notwithstanding the approval of minutes of closed meetings or closed portions of meetings of the Village Council, and notwithstanding the release for public disclosure of the minutes of certain closed meetings or portions of closed meetings, nothing in this Resolution shall be construed either: (a) as a determination that any of the verbatim recordings of any closed session of the Village Council, including the closed sessions listed in Section 3 of this Resolution, no longer require confidential treatment, or (b) as the consent of the Village Council to the disclosure of such verbatim recordings.

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

**ADOPTED** this 17<sup>th</sup> day of April, 2012, pursuant to the following roll call vote:

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

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

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

Signed:

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

Countersigned:

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

## AGENDA REPORT

TO: Village Council

PREPARED BY: Robert M. Bahan, Village Manager

DATE: April 13, 2012

SUBJECT: Winnetka Community House Proclamation

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The Winnetka Community House, established in 1911, is celebrating its 100<sup>th</sup> birthday this year. In recognition of this milestone, the Community House has requested that the Village proclaim May 19, 2012, as Winnetka Community House Day.

**Recommendation:** Consider approving the request of the Community House and proclaiming May 19<sup>th</sup> as Winnetka Community House Day.



# VILLAGE · OF · WINNETKA

*Incorporated in 1869*

## **PROCLAMATION**

**WHEREAS**, Winnetka Community House was established in 1911 and is celebrating its 100<sup>th</sup> birthday this year, and

**WHEREAS**, Winnetka Community House throughout its history has provided wonderful experiences and memories to residents and non-residents alike, and

**WHEREAS**, Winnetka Community House has been a gathering place that facilitates conversation, volunteerism and harmony within the community, and

**WHEREAS**, Winnetka Community House enriches the lives of North Shore residents, their families and friends by providing diverse educational, cultural, social and recreational opportunities for people of all ages, and

**WHEREAS**, Winnetka Community House offers the highest quality of guidance, equipment and programs on the North Shore for adults seeking their optimal level of fitness, and

**WHEREAS**, Winnetka Community House furnishes the community with clean, appropriately appointed and accessible space for meetings, events and celebrations

**NOW THEREFORE**, the Trustees and President of the Village of Winnetka, do hereby proclaim May 19, 2012, as *Winnetka Community House Day*.

---

Jessica Tucker, President  
Village of Winnetka

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

## AGENDA REPORT

Subject: Telecommunications Audit

Prepared by: Ed McKee, Finance Director *Ed*

Date: April 11, 2012

Reference: None

### PURPOSE

Staff requests authority to execute a contingent fee professional services agreement with Azavar Audit Solutions, Inc. ("Azavar") of Chicago, IL to complete a tax and revenue audit. This would help ensure that the natural gas companies, telecommunications providers, cable TV provider, and others who remit revenue to the Village are including all of their customers within our municipal boundaries in the amount they remit to us. There is no minimum fee and the compensation for Azavar is a percentage of the net new revenue generated for the Village of Winnetka.

### BACKGROUND

A tax and revenue audit investigates whether Village service providers are properly charging fees and collecting revenue in compliance with our municipal ordinances, contracts and franchise agreements. The audit seeks to ensure that service providers are collecting the proper amounts from a complete and accurate customer population within the Village as well as to verify that the Village is not being charged incorrectly on its accounts.

The Village of Glenview has offered several other municipalities (Buffalo Grove, Glencoe, Northfield, Winnetka) the opportunity to piggy back on their contract. The Villages electing to participate will pay a 40% commission rate for 33 months. The industry rate for this type of project, if done on a stand alone basis, is 45% to 50% for 36 months.

In terms of Glenview's process, two firms were interviewed regarding their tax and utility audit services, AmAudit and Azavar. Both provided proposals for the scope of work. AmAudit has a solid municipal client list, no up-front fees or costs, and proposed a fee based on a 50/50 share between the Village and their firm for any credits or new revenue found for a three-year period. Azavar also has a solid municipal client list, robust data analysis tools, no up-front fees or costs, and proposed a revenue sharing fee of 45% for newly remitted funds (per account) over a 24-month period and 45% of the total for any retroactive funds or refund/credits that are issued over the same 24-month period.

After conducting a reference check, Azavar was approved to commence the audit and bring the results before the Board for review and approval. Attachment 1 is an example of Azavar's recovery results for some of their municipal clients and more detail on their municipal revenue, utility and telecom, and compliance audit methods.

## **DISCUSSION**

### **Municipal Partnering**

A number of surrounding municipalities have expressed interest and were either in negotiation with or have received a proposal from Azavar to conduct a tax and utility audit. Through Glenview's Municipal Partnering efforts, a volume discount is being extended to Winnetka. Azavar submitted more favorable terms to the Village of Buffalo Grove, the Village of Glenview, the Village of Northfield, and the Village of Winnetka. Azavar will provide revenue sharing terms for both the utility and tax audits for Glenview at 40% (for 24 months) based on the commitment of all four communities by May 16, 2012. The other participating municipalities would share the 40% fee for 33 months. The normal fee for this work is 45% for 36 months.

I discussed with the Azavar representative the difference in pricing between the lead agency, Glenview, and the other municipalities considering participation in this agreement. The Village of Glenview is much larger community and has experienced significant growth so Azavar believes there is a much greater opportunity to offset their costs and make a profit over a 24 month time frame. The remaining communities due not offer that same potential, and therefore, they are only willing to offer a 33 month contingency fee time frame.

If all the communities do not participate, Azavar will provide Glenview revenue sharing terms at 45% for 24 months. The remaining communities would share 45% of the revenue for 33 months. All communities have committed to bring an agreement before their respective Boards for consideration by mid-April. For all communities, the commission would be payable based on net new revenue.

Azavar will collect information from various data sources to perform the audit, including customer databases from North Shore Gas, NICOR, Comcast, and the Village of Winnetka's utility billing system. They will then use their proprietary programs and processes to identify instances where errors may be occurring. They will then investigate those potential errors and then manage the correction process so that the vendors accounts within the Village of Winnetka corporate limits are remitting revenues to the Village of Winnetka.

Azavar will only be compensated for actual recovered funds at the cost sharing rate and term identified in the Agreement once the account corrections are complete.

## **RECOMMENDATION**

Authorize the Village Manger to execute a contingent fee professional services agreement with Azavar of Chicago, IL to conduct a tax and revenue audit, in substantial conformance with the attached draft agreement, subject to Village Attorney review.

## CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 234 South Wabash Avenue, Sixth Floor, Chicago, Illinois 60604 (“Azavar”), and the Village of Winnetka, an Illinois municipal corporation having its principal place of business at 510 Green Bay Road, Winnetka, Illinois 60093 (“Customer”).

### 1. SCOPE OF SERVICES

- 1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services (“Services”) in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:
- (a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately audit each utility tax, taxpayer, franchise fee, and utility service fee and expense imposed by or upon the Customer within the Customer’s corporate boundaries (“Audits”) including, but not limited to Electric, Gas, Cable, and Telecommunications providers (“Providers”) on behalf of the Customer. Azavar shall also audit during the course of its work for the Customer addresses and databases relating to local sales/use taxes. Where applicable Azavar shall audit water service, expense, and taxes and hotel/motel occupancy taxes.
  - (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer’s own local ordinances and databases, and the franchise agreements and contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies due or potentially due to the Customer for review by the Customer (“Findings”).
  - (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits contemplated under this Agreement without Azavar’s written consent.
  - (d) In order to perform the audits, Azavar will require full access to Customer records and Provider records. Customer will use its authority as necessary to assist in acquiring information and procure data from Providers; Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with Providers;
  - (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar’s or Customer’s knowledge thereof.
  - (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit.
  - (g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer’s Audit Primary Contact and Liaison;
  - (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been met from previously completed audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;
  - (i) Audit status updates/meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer’s Audit Primary Contact and Liaison and will occur approximately every month;
  - (j) Jason Perry, Azavar Municipal Audit Program Manager, and Azavar specialists will be Auditors under this agreement. All Azavar staff shall be supervised by the Azavar Program Manager.
- 1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be

the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. While Azavar strives to provide turn-key audit programs that require little Customer staff time, it is important that the Customer's staff be available for meetings and participation with Providers to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Jason Perry and assigned auditors as authorized employees for the sole and limited purposes of reviewing data provided by the Illinois Department of Revenue when necessary.

3. **PAYMENT TERMS.**

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-three (33) months. If Customer later implements during the subsequent thirty-three (33) months any Findings Customer initially declined based on Azavar programs or recommendations, including overall utility audits included herein, Azavar will be entitled to its portion of the savings and/or recoveries over the following thirty-three (33) months at the contingency fee rates set forth below.

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-three (33) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for and/or by the Customer from any audited Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar based on Provider data and regulatory filings and agreed to by the Customer. All revenue after the subsequent thirty-three (33) month period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer utility service bill and cost audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-three (33) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits. All contingency fees paid to Azavar are based on determinations of savings by Azavar. All savings after the subsequent thirty-three (33) month period for each service provider individually will accrue to the sole benefit of the Customer.

3.4 The Glenview Audit Consortium Discount. The Glenview Municipal Audit Consortium will consist of the at least four members ("Members") including the Village of Glenview, the Customer, and at least two other municipalities local to the Village of Glenview. For the Glenview Municipal Audit Consortium to be considered formed, all Members must submit an executed Azavar Contingent Fee Professional Services Agreement to Azavar no later than May 16, 2012. Upon the formation of the Glenview Municipal Audit Consortium, which must occur no later than May 16, 2012, Azavar will discount the contingent fee specified in Section 3.2 and Section 3.3 above of forty-five percent (45%) to forty percent (40%). In the event the Glenview Municipal Audit Consortium is not formed by May 16, 2012, Azavar's contingent fee shall remain at forty-five percent (45%) for the Client.

4. **CONFIDENTIAL INFORMATION**

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information

which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 *et seq.*).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. **DISCLAIMER**

**EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.**

7. **TERMINATION**

7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES.** Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar  
General Counsel  
Azavar Audit Solutions, Inc.  
234 South Wabash Avenue, Sixth Floor  
Chicago, Illinois 60604

If to Customer  
Village Attorney  
Village of Winnetka  
510 Green Bay Road  
Winnetka, Illinois 60093

9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.
  
10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.
  
11. **COMPLETE AGREEMENT.** This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER

VILLAGE OF WINNETKA, ILLINOIS

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Azavar Audit Delivers Results for Municipalities\*



"Azavar Audit is the only one that has the specialized software, resources, and knowledge to successfully audit each utility and recover the maximum."

— Mayor Gayle Smolinski, Village of Roselle

### Municipal clients listed alphabetically:

Municipality	Population
Des Plaines	57,008
Evanston	75,905
Glen Ellyn	27,167
Lemont	15,958
Lombard	42,841
Oakbrook Terrace	2,408
Plainfield	35,366
Rockford	156,596
Roselle	23,262
Westmont	25,021

### Total findings by amount:

Recoveries
\$770,000+
\$480,000+
\$360,000+
\$320,000+
\$300,000+
\$114,000+
\$110,000+
\$105,000+
\$100,000+
\$88,000+

Recoveries based on retroactively recovered funds combined with five-year future recoveries.

How can Azavar Audit Solutions return money to your community? Please call Jason Perry at 800-683-0800 or email him at [jperry@azavar.com](mailto:jperry@azavar.com).

Do you need a specific audit that we have not mentioned? Please let us know – we are equipped to conduct many types of electronic audits.

\*Testimonials and financial results may not be representative of the experience of other clients and are no guarantee of future performance or success.

### What Is a Municipal Revenue Audit As Conducted by Azavar Audit Solutions, Inc.?

Through our municipal transactional tax and revenue audits, you receive a comprehensive analysis of all tax receivables remitted to your organization by service providers, including but not limited to:

- Utility taxes (electric and gas)
- Telecommunications taxes
- Cable franchise fees
- Sales tax
- Hotel/motel taxes
- Local use taxes & fees

We complete your audit using *our* resources not yours, and we provide a time & material or contingency & performance payment model. Your municipal revenue audit includes:

#### 1. An Exclusive Geographic Analysis

- We use state-of-the-art geographic information systems (GIS) to analyze all customers in your local jurisdiction
- Our experts employ advanced database software and advanced data-mining technology

#### 2. Technical Expertise

- We utilize industry-leading software to uncover outdated technologies and wasteful practices
- Our experts utilize proprietary auditing software and employ advanced data-mining technology

#### 3. Strategic Relationships with Service Providers

- Our relationships aid communication and foster compliance and accountability
- We facilitate franchise negotiations to meet local needs and protect your community's property and purse

How can Azavar Audit Solutions return money to your community? Please call Jason Perry at 800-683-0800 or email him at [jperry@azavar.com](mailto:jperry@azavar.com).

Do you need a specific audit that we have not mentioned? Please let us know – we are equipped to conduct many types of electronic audits.

### What Is a Utility & Telecom Cost Audit As Conducted by Azavar Audit Solutions, Inc.?

A utility & telecom cost audit by Azavar Audit will determine if your monthly costs are in line with what should be spent on service providers, including but not limited to:

- Electric
- Gas
- Telecommunications
- Waste Removal
- Water

We complete your audit using *our* resources not yours, and we provide a time & material or contingency & performance payment model. Your utility expense audit includes:

#### 1. Contract Analysis

- We determine if appropriate services are offered at agreed upon rate
- Our team discovers the best possible rates on the market for your services – Whether through your current services provider or a competitor

#### 2. Technical Expertise

- We utilize industry-leading software to uncover outdated technologies and wasteful practices
- Our experts follow proprietary auditing methodologies and employ advanced data-mining technology

#### 3. Strategic Relationships with Service Providers

- Our relationships aid communication and ensure compliance and accountability
- We facilitate franchise negotiations to meet local needs and protect your community's property and purse

How can Azavar Audit Solutions return money to your community? Please call Jason Perry at 800-683-0800 or email him at [jperry@azavar.com](mailto:jperry@azavar.com).

Do you need a specific audit that we have not mentioned? Please let us know – we are equipped to conduct many types of electronic audits.

### What Is a Franchise Fee Revenue & Contract Compliance Audit As Conducted by Azavar Audit Solutions, Inc.?

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## AGENDA REPORT

**SUBJECT:** Ordinance MC-3-2012  
Fire Investigator Classified as Peace Officer

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

**DATE:** April 12, 2012

Both the Winnetka Fire Department and Winnetka Police Department have sworn members who have been trained and assigned to investigate the cause and origin of fires and explosions. The training is done under the auspices of the Office of the State Fire Marshal, who establishes course requirements pursuant to the Illinois Fire Protection Training Act.

For a sworn law enforcement officer, the certification as a fire and arson investigator serves as a complement to the officer's basic law enforcement powers. However, when a sworn firefighter obtains certification as a fire and arson investigator, the firefighter does not automatically obtain any law enforcement powers.

Section 1(a) of the Peace Officer Fire Investigation Act allows political subdivisions to classify sworn, trained members of their fire departments to be classified as peace officers. Section 1(a) has stringent training requirements, with training standards under both the Illinois Police Training Act and the Illinois Fire Protection Training Act. It also limits the exercise of the police powers to within the political subdivision's corporate limits, and "only during the actual investigation of the cause, origin and circumstances of such fires or explosions that are suspected to be arson or arson-related causes." 20 ILCS 29012/1(a)

A Winnetka firefighter who would be classified as a peace officer under the Act would possess the same powers of arrest, search and seizure, and the securing and service of warrants as Winnetka's police officers. However, because the instances in which a firefighter classified as a police officer would exercise those powers are likely to be relatively few, the greater benefit of the classification as a peace officer may be that, in addition to assuring the presence of an arson investigator when needed, it also provides access to special programs, equipment and other resources that are available only to law enforcement officers.

Based on their professional training and experience, the Fire Chief and Police Chief both believe that allowing an appropriately trained and certified member of the Fire Department to be classified as a peace officer will provide an additional benefit to the Village without increasing operating costs. They have therefore jointly requested that the Village Council amend the Village Code accordingly.

The attached Ordinance MC-3-2012 amends the Fire Department chapter of the Village Code, Chapter 2.52, by adding a provision allowing for the classification of properly trained sworn members of the Fire Department to be classified as peace officers. The Code amendment also makes reference to the specific governing statute, using language that would make an immediate amendment to the Code unnecessary in the event of a statutory amendment.

### **Recommendation:**

Consider introduction of Ordinance MC-3-2012, amending the Village Code to allow certain fire investigators to be classified as peace officers.

**AN ORDINANCE  
AMENDING CHAPTER 2.52 OF THE WINNETKA VILLAGE CODE  
AS IT PERTAINS TO THE AUTHORITY OF FIRE INVESTIGATORS**

**WHEREAS**, Chapter 2.52 of the Winnetka Village Code creates the Winnetka Fire Department, defines the functions and authority of the Fire Department, and creates and defines the powers and duties of the offices of Fire Chief and Deputy Fire Chief; and

**WHEREAS**, Chapter 2.60 of the Winnetka Village Code creates the Winnetka Police Department, defines the functions and authority of the Police Department, and creates and defines the powers and duties of the offices of Chief of Police and Deputy Chief of Police; and

**WHEREAS**, pursuant to Section 1(a) of the Peace Officer Fire Investigation Act, 20 ILCS 2910/1(a), the Village of Winnetka may classify sworn members of the Winnetka Fire Department who are trained and authorized to investigate fires and explosions to be classified as a peace officer; and

**WHEREAS**, Section 1(a) of the Peace Officer Fire Investigation Act also enumerates the powers and authority of fire investigators who are classified as peace officers, establishes certain training requirements for such classification, and provides that the powers and authority granted under Section 1(a) may be exercised only during the actual investigation of the cause, origin and circumstances of fires or explosions that are suspected to be arson or arson-related crimes; and

**WHEREAS**, pursuant to the authority granted in Chapter 2.52, the Fire Chief has assigned a sworn member of the Winnetka Fire Department to be trained to investigate and determine the cause and origin of fires and explosions, and that sworn member has completed the training required by Section 1(a) and the Office of the State Fire Marshal to qualify as a peace officer; and

**WHEREAS**, pursuant to the authority granted in Chapter 2.60, the Chief of Police has also assigned a sworn member of the Winnetka Police Department to be trained to investigate and determine the cause and origin of fires and explosions, and that sworn member has completed the fire and arson investigation training required by the Office of the State Fire Marshal to qualify as an arson investigator; and

**WHEREAS**, the Chief of Police and the Fire Chief have requested that the Village Code be amended to authorize the Fire Chief to designate a sworn member of the Fire Department as a

peace officer, provided such sworn member has been assigned to take, and who has successfully completed all required training and obtained all required certifications to be classified as a peace officer pursuant to Section 1(a) of the Peace Officer Fire Investigation Act; and

**WHEREAS**, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to adopt ordinances, to promulgate rules and regulations and to exercise any power and perform any function pertaining to the government and affairs of the Village and that protect the public health, safety and welfare of its citizens; and

**WHEREAS**, the Council of the Village of Winnetka (“Village Council”) have determined that allowing a sworn member of the Fire Department to be certified as a peace officer under the Peace Office Fire Investigation Act will promote the health, safety and welfare of the Village, in that it will enhance the fire and arson investigation capabilities of the Winnetka Fire Department by providing increased training and by providing access to equipment, programs and other government assets that are available only to law enforcement; and

**WHEREAS**, the designation of a member of the Fire Department as a peace officer under the Peace Officer Fire Investigation Act will enhance the public health, safety and welfare of the Village and its citizens without increasing the cost of operating the Winnetka Fire Department.

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

**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:** Chapter 2.52, “Fire Department,” of Title 2, “Administration and Personnel,” of the Winnetka Village Code, is hereby amended by adding a new Section 2.52.050, which shall provide as follows:

**Section 2.52.050 Fire Investigators Classified as Peace Officers**

**A. Classification as Peace Officer. Pursuant to Section 1 of the Peace Officer Fire Investigation Act (“Act”), 20 ILCS 2910/1, any sworn member of the Fire Department who has been assigned by the Fire Chief to be trained to investigate fires or explosions, and who, pursuant to such assignment, has completed all training required by said Act, and obtained all required certifications, shall be classified as a peace officer, as provided in said Act.**

B. Scope of Authority. The authority of any sworn member of the Fire Department who is classified as a peace officer pursuant to the Act, shall be subject to all limitations expressly stated in Section 1(a) of the Act and any applicable rules and regulations of the State Fire Marshal, as such Section 1(a) and rule may be amended from time to time.

**SECTION 3:** 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 4:** This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

**PASSED** this \_\_\_ day of May, 2012, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_\_\_ day of May, 2012.

Signed:

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

Countersigned:

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

Introduced:

Posted:

Passed and Approved:

Posted:

## AGENDA REPORT

**SUBJECT:**               **Ordinance M-6-2012**  
**Disposition of Surplus Electrical Equipment**

**PREPARED BY:**    Brian Keys, Director Water & Electric  
Katherine S. Janega, Village Attorney

**DATE:**                April 6, 2012

The Water & Electric Department is seeking authorization to dispose of equipment that is no longer useful in the Department’s operation and/or scheduled for replacement. With the exception of the air compressor, staff is proposing to dispose of the equipment through auction services provided by the Northwest Municipal Conference. The air compressor will be traded toward a new air compressor as provided in the FYE 2013 budget. The equipment is summarized below.

Serial Number	Village ID	Year	Make / Model	Comments	Minimum Price
F75FVA87256	W&E-81	1976	Ford F750	Line Truck – New line truck scheduled to arrive in May 2012.	\$2,000
None Identified	Formerly W&E-88	1988	Pierce Body	Pole Trailer under carriage needs repair. Replacement pole trailer purchased in FYE2012.	\$75
906563	W&E-168	1984	Atlas	Air compressor -New air compressor to be purchased in FYE2013. Old unit to be traded toward purchase of new unit.	\$1,500
2265115	None	Unknown	Homelite Diaphragm Pump, Model 44DP3-1	Gasoline powered trash pump, inoperable	\$35
3218393	None	Unknown	Homelite Diaphragm Pump, Model 111DP3-1	Gasoline powered trash pump, inoperable	\$35
48203313	None	Unknown	Homelite Diaphragm Pump, Model 111DP3-1	Gasoline powered trash pump, inoperable, engine partially disassembled	\$25
115198	None	Unknown	Marlow Pumps	Gasoline powered trash pump, inoperable	\$20
Not legible	None	Unknown	Marlow Pumps	1-1/2hp Gasoline powered trash pump, inoperable	\$20

The minimum prices were set using various sources such as: equipment vendors, on-line used equipment sites, and input from the fleet services supervisor.

In addition, the Water & Electric Department routinely monitors the condition of its equipment, retiring such equipment as transformers, meters or switchgear as they become obsolete or too

costly to repair. For example, transformers are identified for disposal or replacement when their deteriorated material condition, size, mechanical damage, or electrical failure, make them unsuitable for further use.

The Village Council adheres to the statutory process of requiring an ordinance to authorize the destruction or disposal of surplus Village property. The established practice has been to provide an annual authorization for the retirement and disposition of equipment in the Water & Electric Department, so that property may be disposed of in a timely fashion, without requiring repeated ordinances or the accumulation of large surplus quantities before an ordinance is considered.

There are two other significant components to the Village's procedures for disposing of electrical equipment. First, prior to disposal, the Village tests each of its surplus transformers for PCB content to insure that the appropriate method of disposition is followed and documented. Second, it has become customary for the Village to explore transferring surplus equipment that still has a useful life to other municipal electric utilities in the State.

Pursuant to the Village's established practice, Ordinance M-6-2012 authorizes the disposition of a 1976 line truck, 1988 pole trailer, and 1984 air compressor, which are specifically described in the Ordinance, as well as items that are retired from service during the remainder of the 2012-13 fiscal year. Sections 5 and 6 define the methods of disposition, including intergovernmental transfers and requirements for disposing of transformers with PCBs.

**Recommendation:**

Consider introduction of Ordinance M-6-2012, authorizing the Village Manager to dispose of surplus electrical equipment as provided in the ordinance.

**ORDINANCE NO. M-6-2012**

**AN ORDINANCE  
AUTHORIZING THE SALE OR OTHER DISPOSITION  
OF SURPLUS VEHICLES, TRANSFORMERS  
AND OTHER ELECTRICAL EQUIPMENT  
OWNED BY THE VILLAGE OF WINNETKA**

**WHEREAS**, the Village of Winnetka Water and Electric Department (“Department”) has requested authorization to dispose of the following vehicles and equipment (“Retired Equipment”), which are no longer useful in the Department’s operations and/or have been scheduled for replacement:

<b>Serial Number</b>	<b>Village ID</b>	<b>Year</b>	<b>Make / Model</b>	<b>Comments</b>	<b>Minimum Price</b>
F75FVA87256	W&E-81	1976	Ford F750	Line Truck – New line truck scheduled to arrive in May 2012.	\$2,000
None Identified	Formerly W&E-88	1988	Pierce Body	Pole Trailer under carriage needs repair. Replacement pole trailer purchased in FYE2012.	\$75
906563	W&E-168	1984	Atlas	Air compressor -New air compressor to be purchased in FYE2013. Old unit to be traded toward purchase of new unit.	\$1,500
2265115	None	Unknown	Homelite Diaphragm Pump, Model 44DP3-1	Gasoline powered trash pump, inoperable	\$35
3218393	None	Unknown	Homelite Diaphragm Pump, Model 111DP3-1	Gasoline powered trash pump, inoperable	\$35
48203313	None	Unknown	Homelite Diaphragm Pump, Model 111DP3-1	Gasoline powered trash pump, inoperable, engine partially disassembled	\$25
115198	None	Unknown	Marlow Pumps	Gasoline powered trash pump, inoperable	\$20
Not legible	None	Unknown	Marlow Pumps	1-1/2hp Gasoline powered trash pump, inoperable	\$20

and

**WHEREAS**, the Department has also reported to the Village Council that from time to time in the course of the year, certain electrical transformers and other equipment are also expected to be retired from service and will no longer be necessary or useful to the Village of Winnetka (the “Additional Retired Equipment”); and

**WHEREAS**, the Director of Water and Electric has requested that the Council of the Village of Winnetka (“Village Council”) (i) determine that the “Retired Property” is no longer

necessary or useful to the Village of Winnetka, and (ii) authorize the Water and Electric Department to dispose of the Retired Equipment and Additional Retired Equipment (collectively, the “Surplus Property”); and

**WHEREAS**, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers to regulate for the protection of the public health, safety, morals and welfare; and

**WHEREAS**, the Village Council finds that the disposal of surplus property owned by the Village, such as the Surplus Property described in this Ordinance, is a matter pertaining to the affairs of the Village and to the public health, safety and general welfare; and

**WHEREAS**, the Village Council has determined that disposal of the Surplus Property as provided in this Ordinance is necessary and proper so as to avoid incurring unnecessary additional costs and unnecessary exposure to liability related to storing or disposing of the Surplus Property; and

**WHEREAS**, 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, have determined that it is in the best interests of the Village and its citizens to dispose of the Surplus Property in a manner consistent with the provisions of Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), as more fully set forth in this Ordinance.

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

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

**SECTION 2:** The Village Council finds: (a) that the Retired Property described above in this Ordinance is no longer necessary or useful to the Village of Winnetka; (b) that, in the event the Water and Electric Department retires or replaces any other electrical transformers or other equipment between the date this Ordinance is passed and the end of the 2012-13 fiscal year (“Additional Retired Equipment”), such Additional Retired Equipment shall be determined to no longer be necessary or useful to the Village, provided that the Director of Water and Electric, with the approval of the Village Manager, determines that the Additional Retired Equipment cannot reasonably be reused in the Village's electric distribution system or by another operating

department of the Village; and (c) the best interests of the Village of Winnetka will be served by the sale or other disposition of the Retired Equipment and the Additional Retired Equipment (collectively, the “Surplus Property”) as provided in this Ordinance.

**SECTION 3:** The Village Council further finds that, based on prior experience in disposing of similar items of property, the cost of conducting a public sale of such property, which includes the costs of advertising and publishing, as well as personnel costs for maintaining security and conducting the public sale, exceed the value of such items.

**SECTION 4:** The Village Manager is hereby authorized and directed to determine the value and to dispose of the Surplus Property in the manner provided in Sections 5 and 6 of this Ordinance.

**SECTION 5:** If the Surplus Property does not contain PCBs, the Village Manager, in the exercise of his discretion, may dispose of the Surplus Property in one of the following ways:

- A. by selling the Surplus Property to the highest bidder, with or without advertising; or
- B. in furtherance of intergovernmental cooperation as provided in Article VII, Section 10 of the Illinois Constitution of 1970, and in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, by transferring title to any Illinois municipal electric utility, with or without competitive bidding; provided, that: (i) competitive bids may be obtained with or without advertising, and (ii) the terms and conditions of any transfer of title without competitive bidding shall be established by the Village Manager on a case by case basis, after considering such factors as the estimated value of the Surplus Property and the technical needs and financial capabilities of the transferee municipal electric utility.

**SECTION 6:** All Surplus Property that contains or is contaminated by PCBs shall be disposed of at the lowest cost to the Village, which cost may be determined with or without advertising; provided, that any person or entity that disposes of or destroys any part of such Surplus Property shall provide a sworn statement to the Village certifying that such disposal or destruction complies with all applicable environmental laws and regulations.

[Remainder of this page intentionally left blank.]

**SECTION 7:** 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 8:** This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

**PASSED** this \_\_\_\_ day of May, 2012, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_\_\_\_ day of May, 2012.

Signed:

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

Countersigned:

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

Introduced:

Posted:

Passed and Approved:

Posted:

## **AGENDA REPORT**

**SUBJECT:**                    **MC-2-2012 – Amending Chapter 5.09 of the Village Code as It Pertains to Automated Wine Service**  
**R-15-2012 - Trifecta Wine Station Rider License**  
**R-16-2012 – Amending the Fee Schedule by Adding a Fee for the Wine Station Rider License Fee**

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

**REF:**                        December 6, 2011                    Council Agenda, pp. 75 – 78  
                                  March 20, 2012                      Council Agenda, pp. 275 – 288  
                                  April 3, 2012                        Council Agenda, pp. 95 - 108

**DATE:**                      April 12, 2012

### **Background**

Ordinance MC-2-2012 and Resolutions R-15-2012 and R-16-2012, all of which are attached to this Agenda Report, are the final legislative steps necessary to allow Trifecta Grill, a new restaurant at 801 Chestnut, to serve wine using customer-operated vending machines in an area of the restaurant that is limited to patrons who are at least 21 years old.

The new license classification is being created at the request of Patrick O’Neil, the proprietor of Trifecta Grill, who provided detailed information regarding both the self-service machines and how he proposes to structure the space and the self-service operation, which will be available only in a separate area of the restaurant that was added on after the Trifecta Grill opened and is being referred to as the “21 Club.” The original liquor license for the Trifecta Grill, a Class A-1 license, was issued with conditions that prohibited any liquor service in the additional area until all occupancy permits have been issued, and flatly prohibited self-service from the wine cooler/vending machines pending Village Code amendments and supplemental licensing.

The “21” space has successfully passed all building inspections and a certificate of occupancy for that additional space was issued on April 10, 2012. Placards reading “Service Not Available, License Pending” have been provided to Trifecta for placement at each of the seven wine dispensing machines to alert both the wait staff and the customers that, although seating and liquor service are now permitted in all areas of the restaurant, use of the wine machines is not yet allowed.

A more detailed explanation of the MC-2-2012, R-15-2012 and R-16-2012 follows.

### **Ordinance MC-2-2012 – Wine Station Rider Liquor License**

Introduced at the April 3, 2012, Council meeting, Ordinance MC-2-2012 creates a new liquor license classification, called a “Wine Station Rider” that would allow restaurant patrons seated for meals in a defined area of a restaurant with a Class A or Class A-1 liquor license to serve themselves pre-measured servings of wine from card-operated dispensing machines.

## MC-2-2012, R-15-2012 and R-16-2012

April 12, 2012

Page 2

The Village's liquor control regulations are found in Chapter 5.09 of the Village Code. Ordinance MC-2-2012 amends several provisions of that chapter to create the new license category, define the term "wine station," and to add a reference to the new license category to various other provisions of Chapter 5.09.

The key provision of Ordinance MC-2-2012 is Section 5, which creates the new "Wine Station Rider" license classification by adding a new Subsection O to the Liquor Control regulations in Section 5.09.100 of the Village Code. To prevent free-standing enterprises with self-vended wine service, the new license classification has been crafted as a rider that is available only to full-service restaurants that hold either a Class A or Class A-1 liquor license.

Fourteen specific conditions, based on the characteristics that the Village Council discussed in the course of considering Mr. O'Neil's request, narrow the circumstances in which a wine station rider license would be available. Those conditions include the following:

- The wine station service must be located in a separate area of the restaurant that is clearly defined in the license application.
- No one under the age of 21 may be admitted to the wine station service area, including the host/hostess and service staff, all of whom must be at least 21.
- It allows full liquor service in the wine station seating area.
- It allows occasional service of alcohol without food, but only as already provided in the Liquor Ordinance, and prohibits self-service of wine without meals.
- Machines must dispense pre-measured individual servings using pre-paid cards, and the machines must be able to track serving information to allow the Liquor Commissioner to audit the service for compliance.
- No rider is needed if machines are either behind the bar or otherwise not accessible to customers.
- The Liquor Commissioner may impose additional conditions as necessary.

Two new provisions have been added to Ordinance MC-2-2012 since introduction, to eliminate questions regarding the applicability of dram shop liability insurance and to underscore that the licensee is responsible for all liquor service, even the self-service from the wine stations. The first amendment, on page 2 of MC-2-2012, adds a new Section 4 to MC-2-2012, which amends the dram shop insurance provision in Section 5.09.070(J) to make proof of insurance a condition of the issuance of any rider license, which would include the wine station rider. (The Class E-2 license, which also allows on-premises liquor consumption, has also been added to the dram shop requirement.) In addition, Subsection O has been amended further, on page 3 of MC-2-2012, by adding a new paragraph 14, to eliminate any questions that the service through the machines is considered service by the licensee. Both amendments are shown in bold-faced type on page 3 of MC-2-2012.

Because of the amendments, MC-2-2012 requires a vote to amend the Ordinance before it can be adopted.

## **MC-2-2012, R-15-2012 and R-16-2012**

April 12, 2012

Page 3

### **R-15-2012 - Trifecta Wine Station Rider License**

Under the Village's liquor control regulations, the Village does not maintain an "inventory" of licenses that are available for applicants at any time. Rather, every new license application is submitted to the Village Council, which must adopt a resolution to create an actual license that is available solely to the applicant in question.

Consequently, once Ordinance MC-2-2012 is passed by the Council, a separate resolution must still be adopted to make a wine station license available for Trifecta. Resolution R-15-2012 accomplishes that next step.

### **R-16-2012 – Wine Station Rider License Fee**

Finally, establishing a fee for the new Wine Station Rider requires amending the Village's general fee schedule. Several years ago, to eliminate the confusion that resulted from having isolated resolutions addressing different portions of the Village's fee schedule, the Village established the practice of implementing any new or revised fee by adopting a resolution that restated the entire fee schedule, including the amendments, so that both Village staff and the general public need look only at the most recent rate resolution to find all current rates.

Resolution R-16-2012 sets the fee for the Wine Station Rider at \$150, the amount directed by the Council at its April 3 meeting, and incorporates that fee into the fee schedule as a whole. The new rate is shown in bold-faced type on page 3 of Resolution R-16-2012.

### **Recommendation:**

- 1) Consider amending Ordinance MC-2-2012, as reflected in the agenda materials.
- 2) Consider adopting Ordinance MC-2-2012, as amended, to amend various provisions of Chapter 5.09 of the Village Code to create a rider to the Class A and A-1 licenses and establish conditions for limited self-service of wine from dispensing machines.
- 3) Consider adopting Resolution R-15-2012, creating a wine station rider license for issuance to Trifecta Restaurant.
- 4) Consider adopting Resolution R-16-2012, setting a fee of \$150.00 for the Wine Station Rider.

**AN ORDINANCE AMENDING  
CHAPTER 5.09 OF THE WINNETKA VILLAGE CODE  
TO CREATE A LIQUOR LICENSE RIDER CATEGORY TO ALLOW  
LIMITED SELF-SERVICE OF WINE FROM AUTOMATED DISPENSERS**

**WHEREAS**, Chapter 5.09 of the Winnetka Village Code establishes local regulations for the sale of alcoholic beverages within the corporate limits of the Village of Winnetka; and

**WHEREAS**, the Illinois Liquor Control Act of 1934, 235 ILCS 5/1-1 *et seq.*, provides statutory authority for the local licensing and regulation of the sale and service of alcoholic beverages within the Village of Winnetka; and

**WHEREAS**, the Village of Winnetka is a home rule municipality and, subject to the limitations provided in Article VII, Section 6 of the Constitution of the State of Illinois of 1970, the Village has the authority to exercise any power and perform any function pertaining to the Village's government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare, and the power to license; and

**WHEREAS**, the Council of the Village of Winnetka ("Village Council") has received a request from a liquor licensee to allow the limited self-service of wine through customer-operated dispensing machines; and

**WHEREAS**, the Village Council find that establishing terms and conditions for the service of wine through customer-operated dispensing machines is a matter pertaining to the affairs of the Village; and

**WHEREAS**, the Village Council find that it is in the best interests of the health, safety morals and general welfare of the Village of Winnetka that various provisions of Chapter 5.09 of the Winnetka Village Code be amended to allow the service of single servings of wine through customer-operated dispensing machines, and to establish the terms and conditions for such service.

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

**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:** The definition of “service” in Section 5.09.010, “Definitions,” of Chapter 5.09, “Liquor Control Regulations,” of Title 5 of the Winnetka Village Code, “Business Licenses and Regulations,” is hereby amended to provide as follows:

“Service” shall mean and include any or all of the following: (i) the sale, service or delivery of any alcoholic beverage to any person by any licensee or employee or agent of such licensee; (ii) the consumption of any alcoholic beverage by any person on the licensed premises, regardless of the manner by which the beverage is served; ~~and~~ (iii) the presence on a table, bar or counter, or in the hand of any person on the licensed premises, of any alcoholic beverage in any form of container, including without limitation a bottle, can, glass or pitcher; and (iv) the sale, service or delivery of any alcoholic beverage to any person through the use of an automated dispenser or other mechanical or electronic device, including a wine station as defined in this Code.

**SECTION 3:** Section 5.09.010, “Definitions,” of Chapter 5.09, “Liquor Control Regulations,” of Title 5 of the Winnetka Village Code, “Business Licenses and Regulations,” is hereby amended by adding a definition for the term “Wine Station,” which shall provide as follows:

“Wine station” shall mean a portable machine that dispenses individual servings of wine in pre-measured portions and that can be operated by either the customers or the service staff of a licensee.

**SECTION 4:** Subsection J of Section 5.09.070, “Application for license,” of Chapter 5.09, “Liquor Control Regulations,” of Title 5 of the Winnetka Village Code, “Business Licenses and Regulations,” is hereby amended to provide as follows:

J. Proof, in the form of a certificate of insurance or insurance policy, that the applicant has obtained dram shop liability insurance in the maximum limits; provided that, if an application for such insurance is submitted with an application for a Class A, Class A-1, ~~or~~ Class E-1, or Class E-2 retailer's license, including any application for any rider to such licenses, then the approval of the application by the Local Liquor Control Commissioner shall not become effective until the applicant presents proof in the form of a certificate of insurance, a copy of the policy or a valid binder, that such insurance has gone into effect.

**SECTION 5-4:** Subsection A of Section 5.09.090, “Termination date,” of Chapter 5.09, “Liquor Control Regulations,” of Title 5 of the Winnetka Village Code, “Business Licenses and Regulations,” is hereby amended to provide as follows:

A. Every Class A, Class A-1, television rider, packaged meal rider, wine station rider, Class B, Class D, Class D-1, Class E, Class E-1 and Class P license issued under

the provisions of this chapter shall terminate on the last day of March next following its issuance.

**SECTION 5:** Section 5.09.100, “Classification of Licenses,” of Chapter 5.09, “Liquor Control Regulations,” of Title 5 of the Winnetka Village Code, “Business Licenses and Regulations,” is hereby amended by adding a new subsection O, which shall provide as follows:

O. Wine Station Rider License. A wine station rider license authorizes a Class A or Class A-1 licensee to allow certain of the licensee’s customers to dispense individual servings of wine for their own consumption from one or more wine stations located in a customer seating area, subject to the following conditions:

1. The customer seating area in which the wine stations are located shall be adjacent to, but separate from, all other seating areas of the licensed premises and shall be defined in the application and specified in the license.

2. The number of wine stations to be permitted under the wine station rider license shall be specified in both the application and the license.

3. No person under the age of 21 shall be permitted in that part of the licensed premises that is the subject of the wine station rider license.

4. A host or hostess who is at least 21 years old shall be present at all times in the seating area with the wine stations, to monitor admission to and service within that area.

5. All members of the service staff in the seating area with the wine stations shall be at least 21 years old.

6. Admission to the wine station area shall be limited only to customers who have been seated there for meal service.

7. Each wine station shall be set to provide pre-measured servings of wine.

8. The dispensing process of the wine stations shall be activated only by inserting a pre-paid card or by using a similar electronically coded device that is purchased by the customer from the licensee for use by the customer, or that is possessed and used solely by the licensee’s service staff for service to licensee’s customers.

9. No customer shall dispense more than a single serving of wine at a time.

10. The full service of alcoholic beverages shall be permitted in the wine station area, including the occasional service of alcoholic beverages without the service of a full meal as provided in section 5.09.205 of this code, provided that the self-service of wine from a wine station without the service of a full meal is expressly prohibited.

11. The pre-paid card or similar device used for dispensing wine from the wine station shall be encoded so as to enable the licensee to maintain records of the numbers of cards issued, the dates and amounts of the pre-payments posted to each card, the size and number of servings charged against each card, and the dates on which such servings occurred.

12. A wine station rider license shall not be required for any wine station that is located behind a bar or in a part of the licensed restaurant’s premises that is accessible only to the licensee’s employees.

13. All wine station rider licenses shall expire on the same date as the underlying Class A or Class A-1 license, unless terminated sooner pursuant to the procedures established in this chapter.

14. The service of wine using a wine station shall at all times be deemed service by the licensee, whether the wine is dispensed (i) by the licensee or an employee of the licensee for service to a customer, or (ii) by a customer for the customer's own consumption.

15. The Local Liquor Commissioner, in the exercise of his or her discretion, shall have the authority to impose such other conditions for the issuance of a wine station rider license as he or she may deem reasonably necessary.

**SECTION 6:** Subsection B of Section 5.09.110, "License Fees," of Chapter 5.09, "Liquor Control Regulations," of Title 5 of the Winnetka Village Code, "Business Licenses and Regulations," is hereby amended to provide as follows:

B. Proration of Fees. If a Class A, Class A-1, television rider, packaged meal rider, wine station rider, Class B, Class D, Class D-1, Class E, Class E-1, Class E-2 or Class P license is issued after April 1st, the license fee shall be reduced in proportion to the number of full calendar months that expired in the license year prior to the issuance of the license.

**SECTION 7:** Section 5.09.120, "Payment and disposition of fees," of Chapter 5.09, "Liquor Control Regulations," of Title 5 of the Winnetka Village Code, "Business Licenses and Regulations," is hereby amended to provide as follows:

**Section 5.09.120 Payment and disposition of fees.**

All fees for Class A, Class A-1, television rider, packaged meal rider, wine station rider, Class B, Class D, Class D-1, Class E, Class E-1 or Class P licenses issued under this chapter shall be paid to the Village on or before April 1<sup>st</sup> of the year for which such license is to be issued. In the event the license applied for is denied, the fee shall be returned to the applicant. If the license is granted, then the fee shall be deposited in the general corporate purposes fund or in such other fund as shall have been designated by the Village Council by motion, resolution or ordinance.

**SECTION 8:** Section 5.09.160, "License renewals," of Chapter 5.09, "Liquor Control Regulations," of Title 5 of the Winnetka Village Code, "Business Licenses and Regulations," is hereby amended to provide as follows:

**Section 5.09.160 License Renewals.**

A. Any Class A, Class A-1, television rider, packaged meal rider, wine station rider, Class B, Class D, Class D-1, Class E, Class E-1, Class E-2 or Class P licensee may be

renew ~~ed his or her license~~ upon its expiration; provided, ~~he or she that the licensee~~ is then eligible for an original application to receive a license and that the premises for which such license renewal is sought are suitable for such purpose. Such license renewal shall not be construed as a vested right and nothing in this chapter shall prevent the Village President and Trustees from decreasing the number of licenses that may be issued within the Village. All applications for the renewal of a liquor license shall include a statement describing all work on or alterations to the licensed premises during the term of the current license.

**SECTION 9:** 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 10:** This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2012, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2012.

Signed:

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

Countersigned:

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

Introduced: April 3, 2012

Posted: April 4, 2012

Passed and Approved:

Posted:

**RESOLUTION NO. R-15-2012**

**A RESOLUTION AUTHORIZING  
A WINE STATION RIDER LICENSE FOR TRIFECTA GRILL**

**WHEREAS**, the Local Liquor Commissioner has received an application from Trifecta Grill, Inc. requesting a Wine Station Rider License to allow the limited self-service of pre-measured portions of wine from wine stations, as defined in Section 5.09.010 of the Winnetka Village Code, at the Trifecta Grill, a restaurant located at 501 Chestnut; and

**WHEREAS**, Trifecta Grill has previously been issued a Class A-1 liquor license and TV Rider and is eligible to apply for a Wine Station Rider; and

**WHEREAS**, Council action is required to authorize a new Wine Station Rider license 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 the Wine Station 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 Wine Station Rider license is hereby authorized for issuance to Trifecta Grill, Inc., as a rider to the Class A-1 with TV Rider previously issued to Trifecta Grill, Inc., for the operation of its 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 Wine Station Rider License, 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 17<sup>th</sup> day of April, 2012, pursuant to the following roll call vote:

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

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

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

Signed:

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

Countersigned:

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

**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
Wine Station Rider	1	Trifecta Grill
P	1	Winnetka Park District

**RESOLUTION NO. R-16-2012**

**A RESOLUTION  
AMENDING GENERAL PERMIT, LICENSE AND REGISTRATION FEES,  
PARKING AND TOWING FEES AND MISCELLANEOUS SERVICE FEES  
TO ADD A FEE FOR WINE STATION RIDER LIQUOR LICENSES**

**WHEREAS**, the Village of Winnetka is a home rule municipality and, subject to the limitations provided in Article VII, Section 6 of the Constitution of the State of Illinois of 1970, the Village has the authority to exercise any power and perform any function pertaining to the Village's government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare, and the power to license; and

**WHEREAS**, in the exercise of its home rule powers, the Council of the Village of Winnetka ("Village Council") passed Ordinance MC-2-2012, creating and establishing terms and conditions for a new category of liquor licenses that will allow the limited service of wine through dispensing machines that can be operated by a restaurant's customers; and

**WHEREAS**, the Village Council find that establishing a fee for such liquor licenses is a matter pertaining to the affairs of the Village; and

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

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

[Remainder of this page intentionally left blank.]

**SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES**

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

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Amusement Devices</i>		5.12.010
Daily	\$15.00	
Annual	\$25.00	
<i>Animals</i>		6.08.010
Dog License (Annual)		
Unspayed Female	\$15.00	
All Other Dogs	\$10.00	
<i>Animals (cont'd)</i>		6.08.010
Replacement License	\$2.00	
Taking up or Impounding Dog	\$55.00	
<i>Bicycle Registration</i>	No F	10.32.060
<i>Billiard Rooms &amp; Pool Rooms</i>		5.52.020
Annual License (per table)	\$10.00	
<i>Bowling Alleys</i>		5.52.030
Annual License (per alley)	\$10.00	
<i>Coin Operated Musical Devices</i>		5.16.010
Annual License (per device)	\$25.00	
<i>Charitable and Political Solicitation</i>	None	5.48.010
<i>Circuses and Carnivals (Daily)</i>	\$100.00	5.52.040
<i>Drug Paraphernalia Sales</i>		9.04.070
Annual Registration Fee	\$25.00	
<i>Film Production Application Fees</i>		
Basic Application Processing Fee	\$1,000.00	5.20.070
Additional Application Processing Fee (Per Hour)	\$250.00	5.20.070

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Food Dealers</i>		
Restaurant Permit: (Annual, based on seating capacity)		5.24.010
1-20	\$35.00	
21-50	\$45.00	
51-100	\$50.00	
More than 100	\$75.00	
Fast Food/Drive-In	\$75.00	
Food Store Permit (Annual, per cash register)	\$25.00	5.24.010
Itinerant Food Vendor Permit (Annual)	\$15.00	5.24.010
Vending Machine Operator Permit (Annual, per machine)	\$15.00	5.24.010
<i>Foresters, Tree Surgeons</i>		
Annual License	\$15.00	5.72.010
<i>Garbage and Refuse Scavenger</i>		
Annual License	\$500.00	8.16.040
<i>Junk Dealers (Annual)</i>		
License, Base Fee	\$50.00	5.32.010
Vehicle Fee (per vehicle)	\$25.00	
<i>Laundries</i>		
Annual Fee	\$15.00	5.36.010
<i>Liquor Licenses</i>		
Class A-1 Restaurant (Annual)	\$1,000.00	5.09.100
Class A Restaurant (Annual)	\$750.00	
Packaged Meal Rider (Take-out; Annual)	\$150.00	
Class B - Grocery Store (Annual)	\$750.00	
Class C - Special Event (Daily)	\$25.00	
Maximum per event more than 2 days	\$75.00	
Class D – Package delivery service/mail	\$150.00	
Class E - Limited Food Products Store (Wine)	\$500.00	
Class E-1 - Limited Food Products Store (Wine or Beer)	\$500.00	
Class P - Park District (Annual)	\$500.00	
Sidewalk Restaurant Rider	\$150.00	
<u>Wine Station Rider</u>	<u>\$150.00</u>	
<i>Money Changers</i>		
Annual Fee, per location	\$25.00	5.40.010

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Parades and Processions</i>	None	10.08.060
<i>Pawnbrokers</i>		5.44.010
Annual Fee, per location	\$100.00	
<i>Peddlers</i>		5.48.010
License, if NO vehicle used		
Per year	\$25.00	
Per month	\$10.00	
Per day	\$3.00	
License, if vehicle used		
Per year, per vehicle	\$50.00	
Per month, per vehicle	\$15.00	
Per day, per vehicle	\$5.00	
<i>Public Dance Halls</i>		5.56.010
Per year	\$100.00	
Per Day	\$20.00	
<i>Public Garage and Service Station</i>		5.60.010
Base fee, annual	\$50.00	
For each fuel pump	\$5.00	
<i>Raffle, per event</i>	\$25.00	9.04.040
<i>Second Hand Dealers</i>		5.64.010
Annual Fee, per location	\$25.00	
<i>Taxicab Operator's License</i>	\$2.00	5.68.050
<i>Vehicle (Motor) Licenses</i>		10.12.030
Annual Fee	\$40.00	
Semi-Annual Fee (if purchased after 6/30)	\$20.00	
Transfer Fee	\$1.00	

**SECTION 2: Parking Permit Fees.** Pursuant to Chapter 10.24 of the Winnetka Village Code, entitled, "Parking," the following fees are hereby established for parking permits:

**SCHEDULE OF PARKING PERMIT FEES**

**Semi-Annual Parking Permits (Commuter Parking Permits)**

**Note:** Semi-annual parking permits are issued for the periods of January through June and July through December. Purchase and refund amounts are prorated based on the month in which the purchase or refund request is made. Only persons who reside in the Village of Winnetka, and who have a current Village vehicle sticker for a vehicle registered with the State to a Winnetka address, are eligible for the resident fee.

<b>Month of Purchase or Refund</b>	<b>Purchase Cost</b>		<b>Refund Amount</b>	
	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident</b>	<b>Non-Resident</b>
January or July	\$100.00	\$220.00	\$83.33	183.33
February or August	83.33	183.33	66.67	146.67
March or September	66.67	146.67	50.00	110.00
April or October	50.00	110.00	33.33	73.33
May or November	33.33	73.33	16.67	36.67
June or December	16.67	36.67	---	---

**Annual Parking Permits**

Business District Employee Parking Permit \$10.00

**Daily Parking Permits**

**Note:** Beginning July 1, 2000, refunds will no longer be available for unused daily parking permits.

Commuter Parking Lots \$3.00  
 Business District Employee Parking \$3.00

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

**Note:** The Village Manager may issue permits to allow parking on a limited basis at the Village's landfill site, 1390 Willow Road, by businesses located in the Village of Winnetka, including but not limited to the United States Postal Service, for parking of their fleet vehicles, and by businesses located in the Village of Winnetka that are engaged in the retail sale of automobiles, for parking of their sales inventory. The Village Manager shall determine the number and location of such spaces that may be made available on the site may vary from time to time. Such space shall be limited to areas of the site that the Village Manager determines will not interfere with the Village's use of the site. Requests for such parking shall be made directly to the Village Manager. Remote parking spaces shall not be available for the general public.

Remote Parking Permit (Semi-annual charge per vehicle) \$120.00

**SECTION 3: Fees for Vehicle Impoundment and Towing.** Pursuant to Section 10.24.130 of the Winnetka Village Code, charges and fees are hereby established for the impoundment, towing and storage of vehicles upon the issuance of a final notice for unpaid parking tickets, as set forth in the following Impoundment and Towing Fee Schedule:

**Impoundment and Towing Fees**

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

**SECTION 4: Miscellaneous Service Fees.** Pursuant to the sections of the Winnetka Village Code (“Code”) referred to in the following Schedule of General Permit, License and Registration Fees (Miscellaneous Fee Schedule), fees are hereby established for certain miscellaneous services and purchase items in the amounts and for the purposes set forth in said General Fee Schedule: Miscellaneous Fee Schedule

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Ambulance Services</i>		2.52.040
Advanced Life Support	\$675.00	
Basic Life Support	\$525.00	
<i>Audit (Print copy)</i>	\$35.00	
<i>Annual Budget (Print copy)</i>	\$35.00	
<i>Certified copies (per certification)</i>	\$1.00	
<i>Comprehensive Plan</i>		
With Maps	\$35.00	
Without Maps	\$8.50	
<i>Copying, Scanning and Printing Charges</i>		
In-house copying		
Black & White, 8½" x 11" (per side)	\$0.15	
Black & White, 8½" x 14" (per side)	\$0.15	
Black & White, 11" x 17" (per side)	\$0.50	
Color, 8½" x 11" (per side)	\$0.50	
Color, 8½" x 14" (per side)	\$1.00	
Color, 11" x 17" (per side)	\$1.00	
Out-sourced copying	Actual C	
Oversize documents (plats, etc.)	Actual C	
CD-ROM (per disk)	\$5.00	
DVD recordings of meetings (per DVD)	\$20.00	
<i>Fire Alarm Monitoring Services</i>	\$55.00	
(direct connections to Village's fire alarm monitoring system only)	per mc	
<i>Other, Unspecified Services</i>	Actual C	
<i>Street Cleaning</i>	\$550.00	
<i>Unincorporated Fire Service</i>	\$89.77/mo	13.040.120
<i>Winnetka Village Code</i>	\$200.00	
<i>Winnetka Zoning Ordinance</i>	\$10.00	

**SECTION 5: Fees for Special Services, Film Production and Special Events.**

Services provided or performed in conjunction with film production permits issued pursuant to Chapter 5.20 of the Winnetka Village Code and in conjunction with special event permits issued

pursuant to Chapter 5.66 of the Winnetka Village Code shall be subject to the following fee schedule.

**SCHEDULE OF SPECIAL SERVICE FEES**

**Note:** The following hourly rates shall be assessed for: (i) all services provided in conjunction with film production and film production permits issued pursuant to Chapter 5.20 of the Village Code; (ii) all services provided in conjunction with film special events and events subject to special events permits issued pursuant to Chapter 5.66 of the Village Code; and (iii) all other non-standard services provided by Village personnel and all other uses of Village equipment not subject to specific fees set out in either this resolution R-11-2012 or resolution R-12-2012.

<u>Department</u>	<u>Hourly Rate</u>
<i>Village Administration &amp; Finance Departments</i>	
Village Manager	\$340
Assistant to the Village Manager	\$280
Village Attorney	\$340
Department Head	\$280
Supervisory Personnel	\$180
Clerical/Support Staff	\$180
 <i>Police Department</i>	
Command Staff (Deputy Chief, Commanders)	\$230
Sergeants	\$180
Patrol Officers	\$150
Support Staff	\$130
Vehicles	\$50
 <i>Fire Department</i>	
Command Staff (Deputy Chief, Captains)	\$230
Lieutenants	\$180
Fire Medics	\$150
Support Staff	\$130
Light Vehicles	\$60
Ambulance	\$100
Fire Truck / Engine	\$450
 <i>Public Works</i>	
Supervisory	\$180
Engineers	\$180
Maintenance Workers	\$130
Light Trucks	\$60
Medium Trucks	\$90
Heavy Trucks, Refuse Trucks, Street Sweepers	\$120

<u>Department</u>	<u>Hourly Rate</u>
<i>Community Development</i>	
Assistant Director	\$230
Planners, Architect	\$180
Inspectors	\$150
Clerical / Support Staff	\$130
Vehicles	\$50
 <i>Water &amp; Electric</i>	
Deputy Director, Chief Engineer	\$230
Supervisory	\$180
Plant Operators	\$150
Linesmen	\$150
Clerical / Support Staff	\$120
Light Trucks	\$60
Medium Trucks	\$70
Heavy Trucks, Boom Trucks	\$120

**SECTION 6: Fee for Returned Payments.** A fee of \$30.00 shall be charged for any payment that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

**SECTION 7:** This Resolution is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

**SECTION 8: Effect of Resolution.** This resolution supersedes Resolution R-11-2012.

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

**ADOPTED** this \_\_\_\_ day of April, 2012, pursuant to the following roll call vote:

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

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

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

Signed:

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

Countersigned:

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

## AGENDA REPORT

**SUBJECT:** Proposed *Odle's Consolidation* of 769 Locust and 777 Locust into a single lot

**PREPARED BY:** Brian Norkus, Assistant Director of Community Development

**DATE:** April 11, 2012

**REF:** May 3, 2011 Council Agenda packet, pp. 46 - 119

### Background

The homeowners at 777 Locust Street entered into a contract to purchase the adjacent parcel to the south at 769 Locust Street, for the purpose of consolidating it with their existing lot. Both lots are currently improved with single family dwellings, and plans call for demolition of the adjacent 769 Locust residence (built in 1907) in order to allow for a proposed addition to the 777 Locust residence.

### Preliminary Approval of the Consolidation

The Village Council granted preliminary approval of the proposed consolidation plan on May 3, 2011, and adopted Resolution R-16-2011, which imposed the following conditions for final approval:

1. That the consolidation be subject to a restrictive covenant that imposes a front yard setback requirement of at least 40 feet for all development on the subject property;
2. That the consolidation be subject to a restrictive covenant that imposes a south side yard setback of at least 31 ½ feet;
3. That no additional impermeable surfaces, as defined in the Winnetka Zoning Ordinance (including buildings and expansions thereto, other roofed areas, pavements or other impermeable surfaces) shall be constructed or installed on the consolidated lot other than that depicted in the proposed concept plans. This condition limited improvements to those depicted in the original architectural plans, including the site plan included as *Attachment C*.
4. That the final plat of consolidation shall include (i) declarations of restrictive covenants described above, in language suitable to the Village Attorney; (ii) the declaration of utility easements in locations to be determined by the Department of Water and Electric and/or Department of Public Works; and (iii) any other corrections or modifications required by the Plan Commission.

Ordinarily, the major land use policy issues are evaluated by the Council in the course of the preliminary approval process, and final approval then focuses on refining technical details of the final plat, such as provision of utility easements and restrictive covenant language, as well as the review of other technical formatting details to comply with Cook County recording requirements.

In this case, as in all cases, the Council's decision on the primary policy issues were contained in Resolution R-16-2011, which was adopted in May of 2011. However, while the applicants agreed to the limits imposed by Resolution R-16-2011 at the time of it was adopted, they later revisited the plan,

and have since found it necessary to request an increase in the amount of impermeable surface and building area, beyond what was previously submitted and approved.

The applicant’s request for additional impermeable surface area and additional building area is outlined in their architect’s letter (*Attachment A*), and is detailed further in the report that follows. These proposed changes raise a new policy issue that requires the Council’s review, *i.e.*, the applicants’ request for a modification to the original site plan that would increase the amount of development on the consolidated lot.

**Final Plat approval and requested modifications**

The applicant submitted a final plat of consolidation, dated August 2011 and titled *Odle’s Subdivision (Attachment F)*, which incorporated utility easements as requested by the Water and Electric Department, and provided a restrictive covenant consistent with the requirements of preliminary approval Resolution, R-16-2011.

The proposed final *Odle’s Subdivision* Plat was reviewed and approved by the Plan Commission on July 27, 2011. Minutes to the Plan Commission’s meeting are attached at the end of these agenda materials.

Following Plan Commission approval, the applicant’s engaged the services of a landscape architect for further development of the landscape and site plan. That process led the applicants to determine that the architectural site plan did not provide adequate turn around space for the driveway, and did not include adequate outdoor living space. As a result, the applicants have submitted the attached letter (*Attachment A*) and modified plans by Mariani Landscape Architects (*Attachment B*) depicting a request to increase the allowable amount of development beyond what was shown in earlier architectural plans. The requested additional development area is also depicted in a zoning diagram (*Attachment D*) highlighting the extent and location of the requested 1,581 square feet of additional impermeable area, and the requested 65.63 square feet of additional enclosed building area.

With the recent requested modifications, the final development as is now being requested and shown in *Attachment B* remains considerably less developed than would be permitted under the zoning ordinance, as summarized in **Table 1** on the following page.

**Recommendation:**

Provide policy direction on applicant’s request to modify the conditions of approval imposed by the Council in May 2011, to permit an additional 66 square feet of roofed lot coverage to increase the size of a proposed screened porch, and to permit an additional 1,581 square feet of impermeable surface area to permit an expanded driveway and patio areas.

Table 1 – Comparison of requested modified plan to underlying zoning standards

	(a)	(b)	(c)	(d)	(e)
	Standard Zoning requirements as applied to consolidated lot	Proposed development of ORIGINAL plan by FGH Architects, Jan. 2010	Proposed development of MODIFIED plan, based on plans by Mariani Landscape, Nov. 2011	Proposed increase in development represented by modified plan (c – b)	Extent to which modified plan complies with standard zoning regulations (a – c)
		(Attachment C)	(Attachment D)		
Allowable Gross Floor Area	6,115 s.f.	5,193 s.f.	5,259 s.f.	+ 66 s.f.	( 856 s.f. )
Allowable Roofed Lot Coverage	4,922 s.f.	3,772 s.f.	3,838 s.f.	+ 66 s.f.	( 1,084 s.f. )
Allowable Total Impermeable Surfaces	9,844 s.f.	5,513 s.f.	7,094 s.f.	+1,581 s.f.	( 2,750 s.f. )



December 28, 2011

Village of Winnetka Village Council

Re:  
Odle Residence  
777 Locust Street  
Winnetka, Illinois

Dear Village Council,

As we are all aware, the consolidation of 777 and 769 Locust has been a lengthy, yet productive and successful, process that we began in early 2011. It has been a pleasure to work hand in hand with the Historic Preservation Committee, Planning and Review Commission as well as the Village Council and the Zoning Department to craft both the aesthetics of the proposed consolidation and proposed additions as well as the legal covenants and language so that all parties can abide by agreeable terms and expectations.

To that end, our focus during this process has been to present the general aspects of the land consolidation in terms of site sizes and dimensions as well as the proposed plans and elevations for the improvements and additions. Our goal has been to represent that the home, and its proposed additions, will not become an out of scale project for both the combined site and neighborhood. Thus far, we have received only positive comments and recommendations from all Boards, Committees and Council members with unanimous approvals for these proposed alterations and changes. The thoughtful way in which we have all methodically thought through the impact and final project has only assured us that we have been sensitive to the homeowners desire as well as The Village of Winnetka and the neighborhood.

As we have represented, we, and the homeowners, want to allow for as much green space as possible so that the property seems as natural and open while not looking austere and not blended with the proposed improvements and gained green space. Since our last review with the Council, our clients have engaged Sara Furlan of Mariani Landscape Architects to achieve this goal. Through their expert guidance, the overall schematic

design and thoughtful process of practicality and use of outdoor spaces has evolved beyond our initial schematic drawings showing driveways and building placements. Indeed, our drawings for the proposed improvements did not take into account aspects that have been crucial to the Odles' daily use and life on the proposed property. Based upon our last review, it appeared imperative that the language of the restrictive covenant limit the impermeable surfaces of the property as well as the proposed roofed coverage, setbacks, and floor area ratios. With this sensitivity, Mariani and Sara have developed a much more detailed overall landscape plan that depicts proposed driveway shapes and forms that allow for more easily accessed and exited garage spaces as well as exterior rear terrace spaces for the family to be able to enjoy, primarily in the rear of the house and not visible from the street or streetscape. Clearly, their expertise talents are threading the black and white drawings we presented into a much more cohesive, colorful, and usable project and final design. It is this more fully envisioned plan that incorporates both the final constructed project with sensitive planting materials, driveway materials, terraces, garden walls that will only reassure the Village that the project has been thoroughly examined and planned to meet the Councils intent as well as be practical and aesthetically pleasing to both the homeowners and the neighbors.

It is with these more detailed landscape plans, showing these planned additional improvements to the overall site and project, that we are presenting to you for your thoughtful review and hopeful approval. They represent the actual paving and plant materials and locations, sizes and dimensions as well as corresponding proposed and updated impervious calculations that are more realistic as to use and usability for the family.

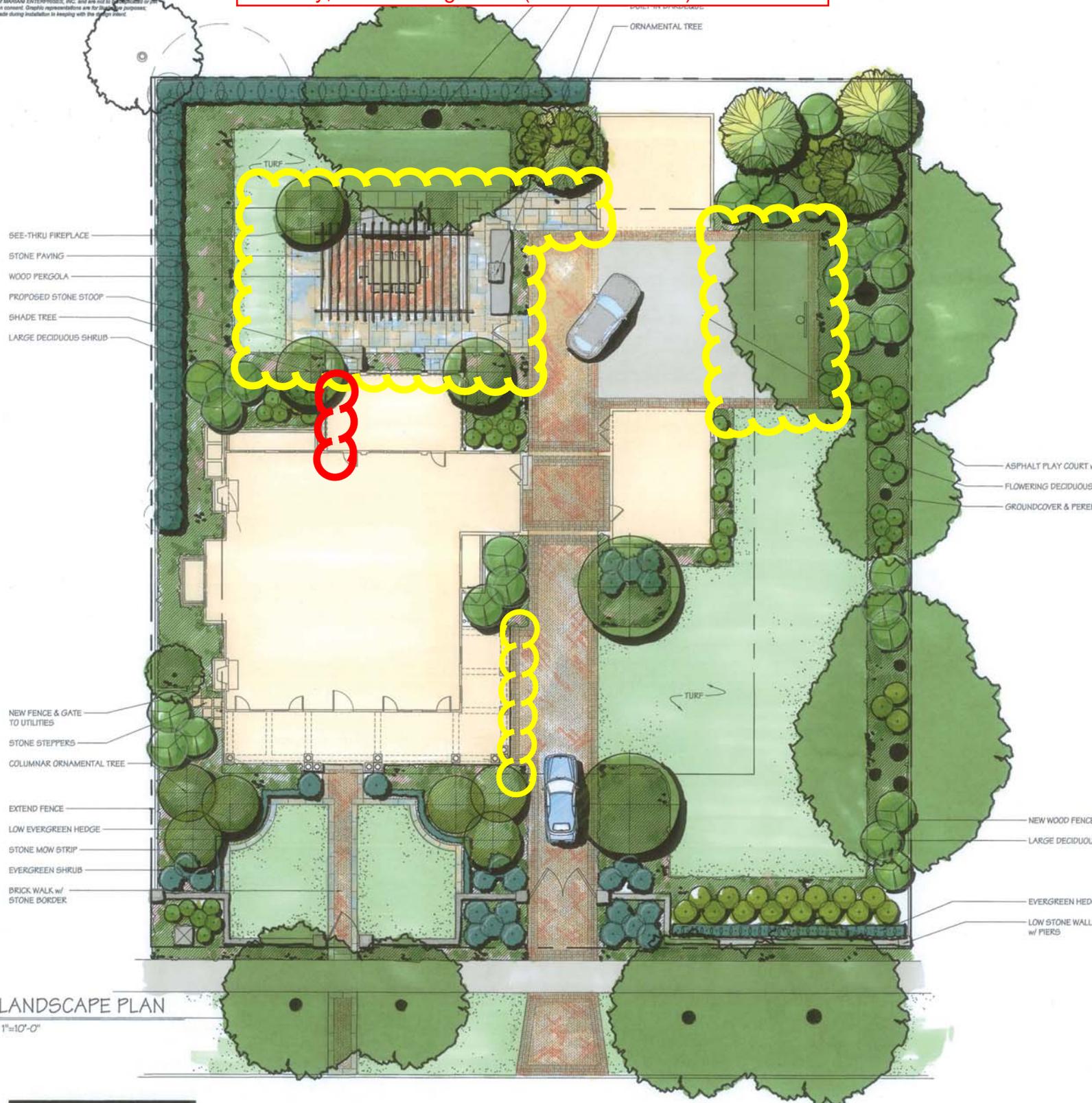
Thank you again for your time and consideration as our goal is to be as thorough and respectful of our combined efforts thus far in the process and continuing forward.

Sincerely,  
Jeff Harting  
FGH Architects

A handwritten signature in black ink, appearing to read 'Jeff Harting', written over the printed name.

**ATTACHMENT B - Applicant's requested modified landscape plan depicting requested additional patio, driveway, and building areas (November 2011).**

all dimensions are to be verified. Materials are represented in their true colors. All designs and lines contained in these drawings are the property of MARIANI LANDSCAPE, INC. and are not to be reproduced without consent. Depth representations are for illustrative purposes only and are not to be used for construction.



**mariani**  
landscape  
300 rockland road lake bluff, illinois 60044  
tel: 847.234.2172 fax: 847.234.2754  
www.marianilandscape.com

conceptual landscape plan  
1"=10'-0" November, 2011

**Odle Residence**  
Winnetka, IL



FANGMANN • GENSBURG  
 ARCHITECTS  
 105 Rivers Drive Suite F2  
 Northbrook IL 60062  
 (C) 2010 847.716.9999  
 (Fax) 847.716.9992

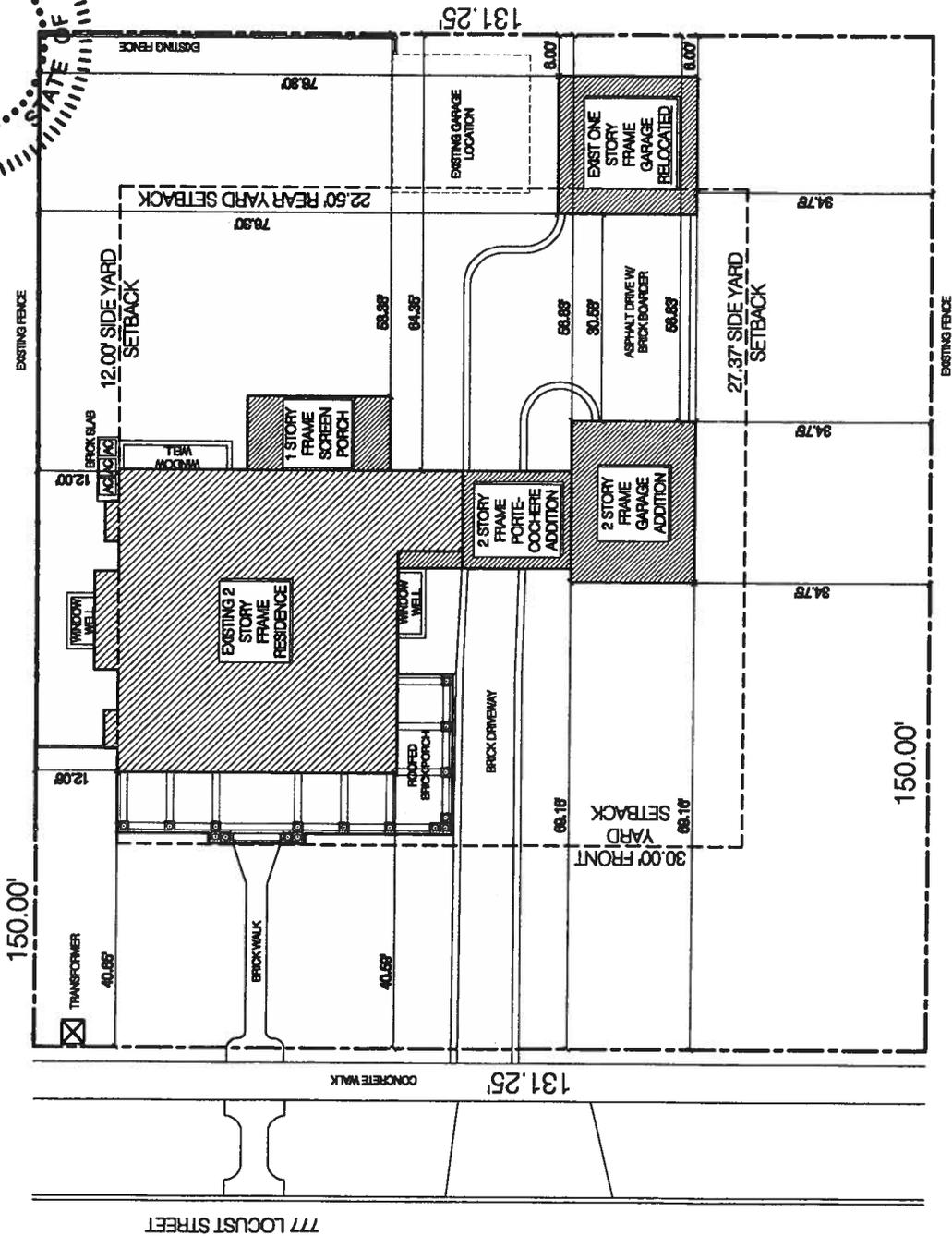
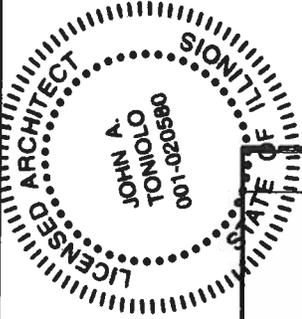
PROJECT: ODLE RESIDENCE  
 777 LOCUST  
 WINNETKA, IL

V9

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PG# No.	Drawn	Checked	Date
R10017	JAT	JAT	1/10/10

ATTACHMENT C - Applicant's prior approved site development plan (January 2010)



1 PROPOSED SITE PLAN  
 Scale = 1:300

ATTACHMENT D - Zoning diagram highlighting areas of additional requested improvements.



PROPOSED IMPERVIOUS AREAS	
3,405.46 SF	HOUSE, PORTCOCHERE & GARAGES
2,565.59 SF	DRIVEWAY
172.25 SF	FRONT WALKWAY
1027.14 SF	REAR TERRACE & STOOPS
91.16 SF	FIREPLACE & GRILL
19,687.50 SF	LOT AREA

PROPOSED IMPERVIOUS AREA  
ORIGINAL IMPERVIOUS AREA



Area of requested additional impermeable area (1,581 sq. ft. additional area).

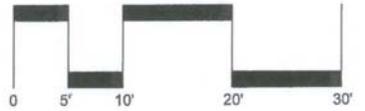


Area of requested rear porch expansion (65.63 sq. ft. additional area)

3  
L1-0

IMPERVIOUS SURFACE DIAGRAM

1"=20'-0"



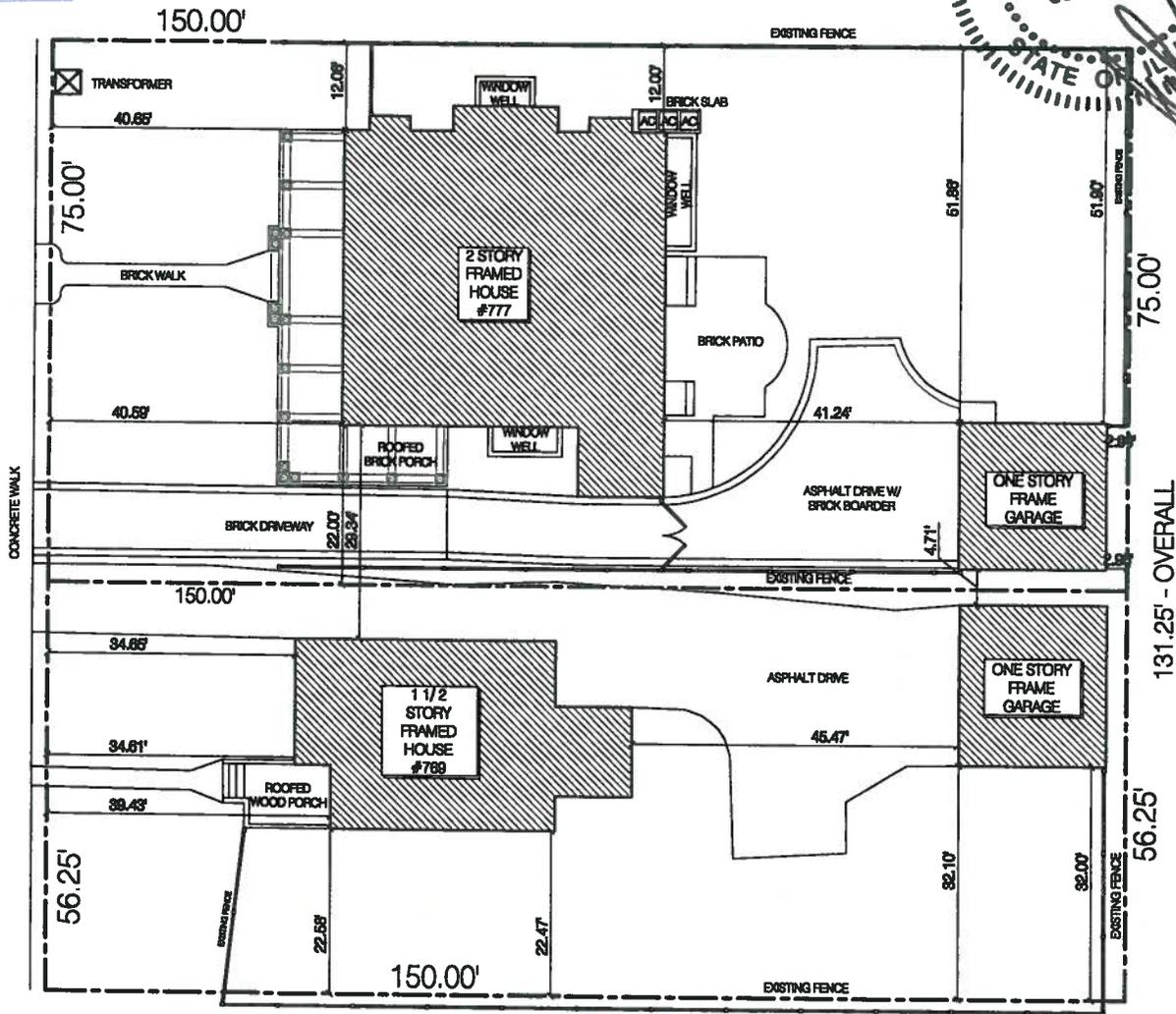
L1-0

RECEIVED  
 JAN 24 2011

ATTACHMENT E - Existing site plan showing current improvements of two lots.

LICENSED ARCHITECT  
 JOHN A. TONIOLO  
 001-020580  
 STATE OF ILLINOIS

769 LOCUST STREET 131.25' - OVERALL 777 LOCUST STREET



1 EXISTING SITE PLAN  
 Scale - 1:300



FANGMANN • GENSBURG  
**HARTING**  
**ARCHITECTS**  
 105 Riverside Drive Suite F2  
 Northbrook IL 60062  
 (Office) 847.715.9396  
 (Fax) 847.715.9392

PROJECT:  
**ODLE RESIDENCE**  
**777 LOCUST**  
**WINNETKA, IL**

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 Date  
 1/10/10

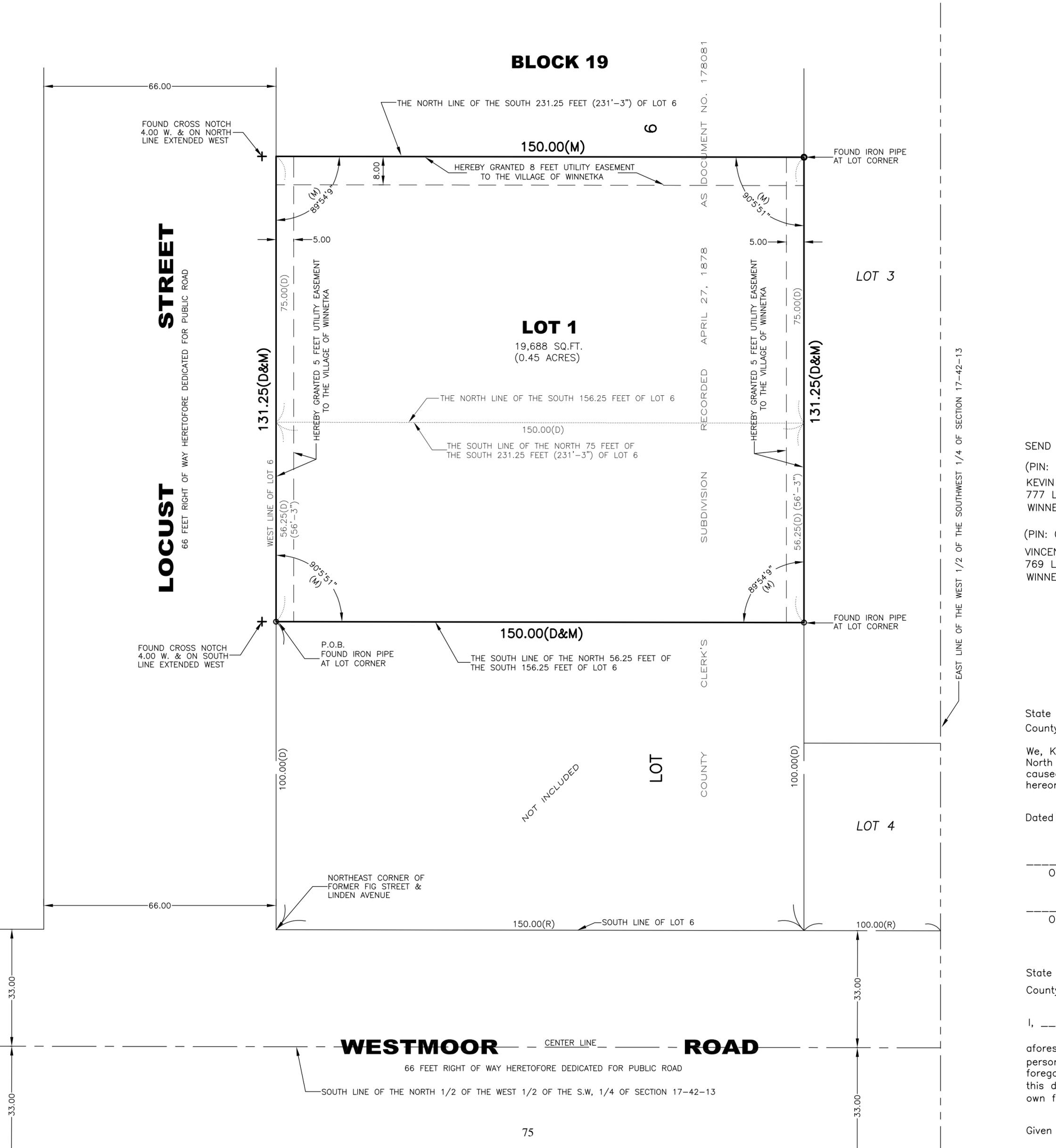
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# FINAL PLAT OF ODLE'S SUBDIVISION

BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



SEND  
(PIN: KEVIN 777 L WINNE  
(PIN: VINCE 769 L WINNE

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State County  
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33.00

DECLARATION OF RESTRICTIVE COVENANTS

State of Illinois} } s.s.  
County of Cook}

IN CONSIDERATION of the granting of certain zoning variations by the Village of Winnetka pursuant to Village of Winnetka Ordinance M-4-2011, and

IN CONSIDERATION OF AND AS A CONDITION FOR the approval of the consolidation of the properties commonly known as 777 and 769 Locust into a single lot of record, to be known as Lot 1 of Odle's Subdivision,

THE UNDERSIGNED OWNERS OF THE LAND COVERED BY THIS PLAT OF SUBDIVISION HEREBY COVENANT AND AGREE AS FOLLOWS:

1. No building or structure shall be constructed or located within 40 feet of the west property line of Lot 1 of Odle's Subdivision; provided, that the principal building located on the property previously commonly known as 777 Locust shall be permitted to remain.

2. No building or structure shall be constructed within 31.5 feet of the south property line of Lot 1 of Odle's Subdivision.

3. No additional building, structure or hardscape that will increase the amount of impermeable surface shall be constructed or installed on Lot 1 of Odle's Subdivision, except for those improvements depicted in the proposed concept plans prepared by Fangman, Ginsburg, Harting Architects and dated January 10, 2010.

4. The covenants created herein shall run with all the land and shall be binding on the undersigned owners, their successors, heirs, grantees, and assigns, and all persons claiming under them.

5. The covenants created herein shall not be released except by a duly adopted ordinance of the Village of Winnetka.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

KEVIN ODLE

STEPHANIE ODLE

\_\_\_\_\_

\_\_\_\_\_

PEGGY L. DIPAOLO

VINCENT J. DIPAOLO

\_\_\_\_\_

\_\_\_\_\_

ACKNOWLEDGEMENT

The above \_\_\_\_\_ and

\_\_\_\_\_, personally known to me, appeared before me on the \_\_\_\_ day of \_\_\_\_\_, 2011, and acknowledged that they are the owners of the property commonly known as 769 and 777 Locust in the Village of Winnetka, and that they each knowingly signed the above Declaration of Restrictive Covenants as their free and voluntary act.

Signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011.

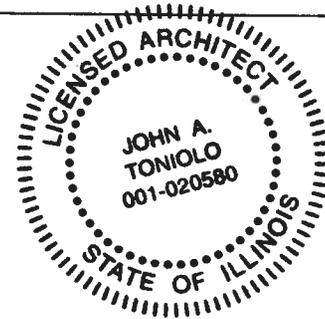
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
76

ATTACHMENT G - (Existing and proposed building elevations - January 10, 2010)



1 EXISTING WEST ELEVATION  
Scale - 5/8" = 1'-0"



FANGMANN • GENSBURG  
**HARTING**  
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105 Revere Drive Suite F2  
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(Fax) 847.715.9392

PROJECT:  
**ODLE RESIDENCE**  
**777 LOCUST**  
**WINNETKA, IL**

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JAT  
Checked  
JAT  
Date  
1/10/10

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ARCHITECTS**

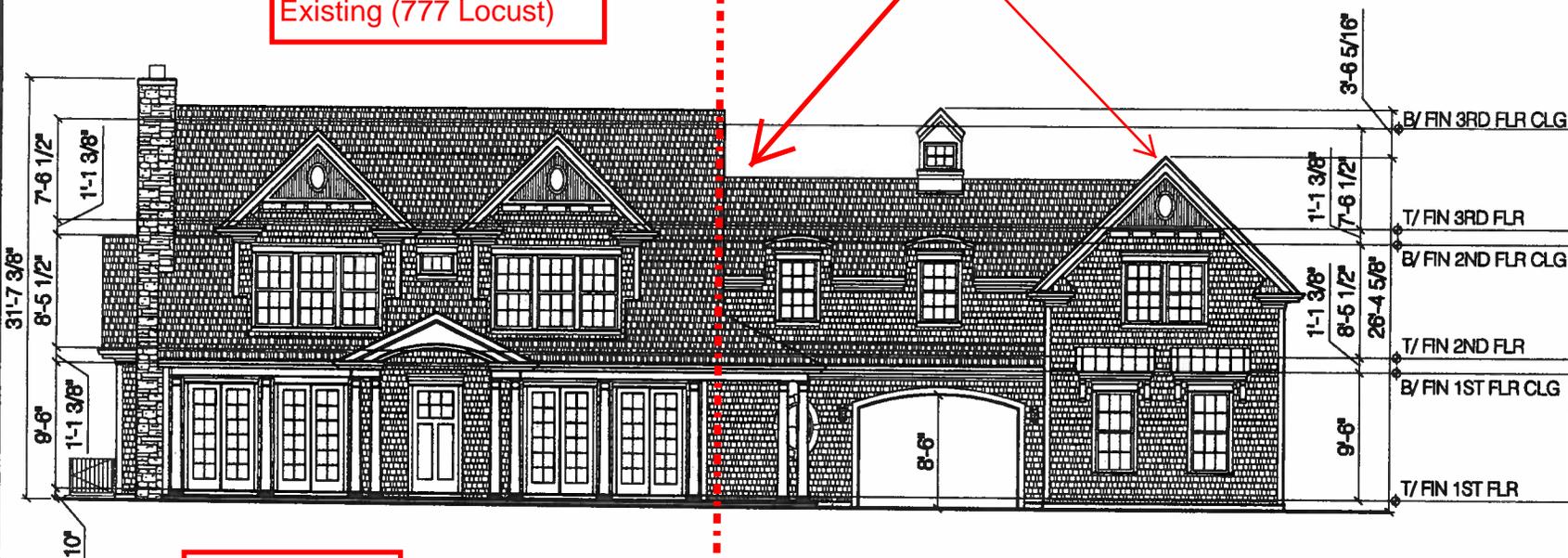
105 Revere Drive Suite P2  
Northbrook, IL 60062  
(Office) 847.716.8886  
(Fax) 847.716.8882

**PROJECT:**  
ODLE RESIDENCE  
777 LOCUST  
WINNETKA, IL

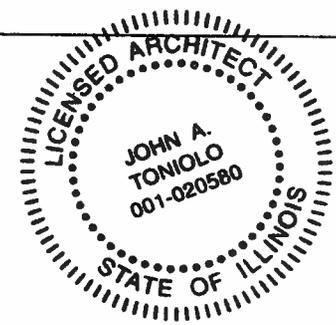
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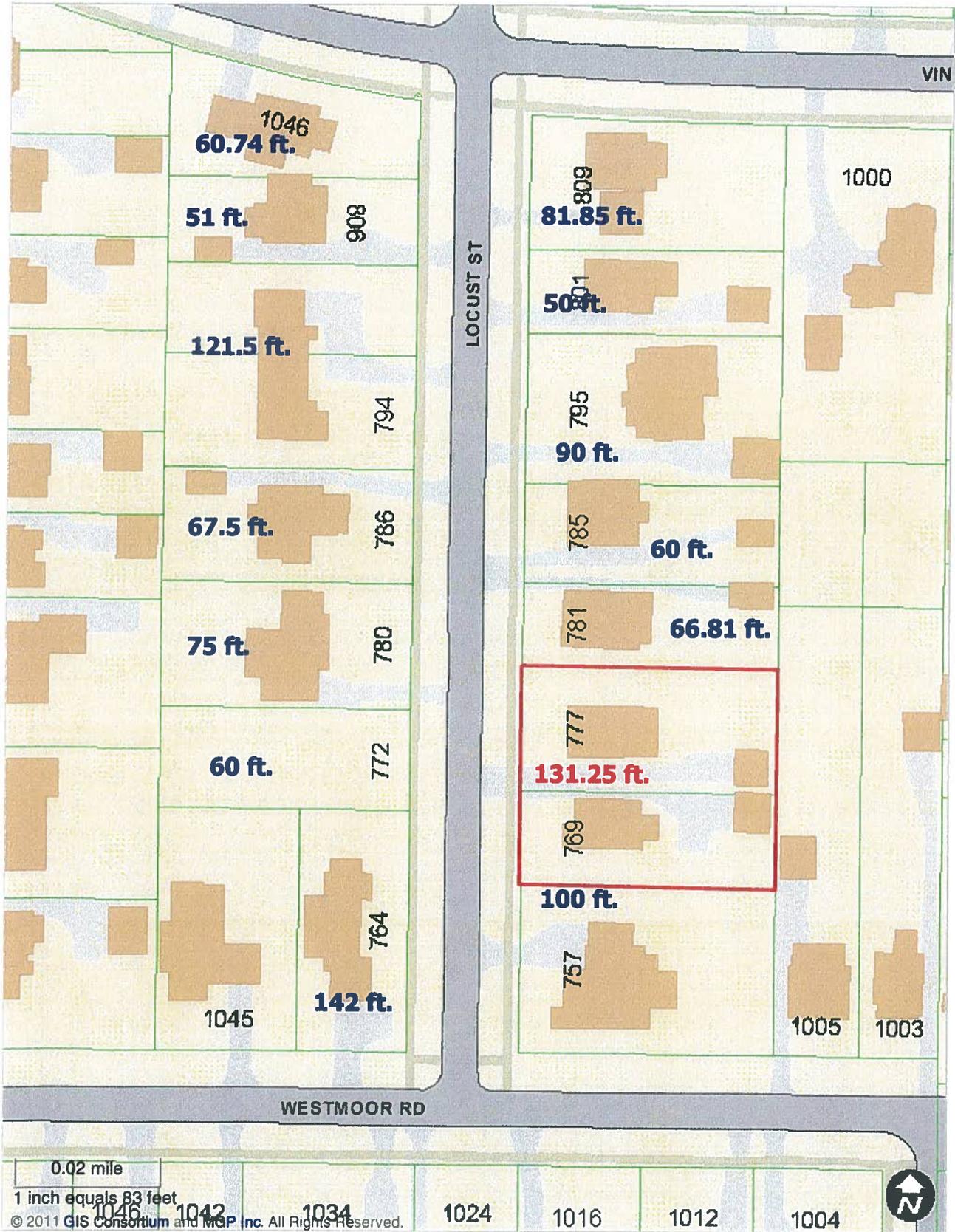
**1** PROPOSED WEST ELEVATION  
Scale = 5/8" = 1'-0"



**Attachment H - Average lot widths**



MapOffice™ Average Lot Width



**WINNETKA PLAN COMMISSION  
MEETING MINUTES  
JULY 27, 2011**

**Members Present:** Becky Hurley, Chairperson  
Jan Bawden  
Chuck Dowding  
Paul Dunn  
John Golan  
Louise Holland  
John Iberle  
Joni Johnson  
John Jansson  
John Thomas  
Susan Whitcomb

**Non Voting Members Present:** Gene Greable

**Members Absent:** Midge Powell

**Village Staff:** Brian Norkus, Assistant Director of Community Development

**Call to Order:**

The meeting was called to order by Chairperson Hurley at 7:35 p.m.

**Adoption of Minutes of Previous Meeting**

Chairperson Hurley commented that the previous meeting minutes were brief. She then asked for a motion to approve the June 1, 2011 meeting minutes.

A motion was made and seconded to approve the Plan Commission meeting minutes from June 1, 2011. The meeting minutes were unanimously approved.

Chairperson Hurley then asked if there were any comments or corrections to be made to the minutes. She noted that the June 22, 2011 meeting minutes were not yet available and were not included in the packet of materials. Chairperson Hurley informed the Commission that she asked Mr. Norkus to bring the minutes to the meeting in connection with their discussion on the housing issues and that it would be helpful to refer to the minutes. She again asked if there were any comments.

Mr. Iberle referred to the second page of the minutes and the Commission’s discussion on the

status report and corrected a date to reflect September 1<sup>st</sup>.

Chairperson Hurley asked if there were any other comments. No additional comments were made at this time. She then asked for a motion to approve the June 1, 2011 meeting minutes, as amended.

A motion was made and seconded to approve the Plan Commission meeting minutes from June 1, 2011, as amended. The meeting minutes were unanimously approved.

### **Final Consideration of Proposed Odle's Subdivision of 769 and 777 Locust Road**

Chairperson Hurley referred to the final approval of the proposed Odle's subdivision and commented that Mr. Norkus prepared a very good agenda report. She then asked which Commission members were present at the preliminary approval presentation.

Mr. Greable stated that he was present at the Village Council presentation of the preliminary presentation.

Chairperson Hurley reminded the Commission that the request represented the final approval by the Commission and that it is a much more limited scope of review than the preliminary review. She then asked Mr. Norkus to present the request.

Mr. Norkus began by referring to his 30 minute February 2011 presentation of the request. He stated that the Commission's review of this particular phase of the project is more ministerial in nature and that most of the policy discussion in terms of the context of the subdivision and its appropriateness for the neighborhood, etc. been looked at and already concluded at the Commission's February meeting and ratified by the Village Council.

Mr. Norkus stated that since some of the Commission's members were not present at the February meeting, he would provide a brief description of the subdivision context. He described the proposed subdivision as a bit of a misnomer since the request represented the consolidation of two different lots. Mr. Norkus stated that the focus of the subdivision would be to allow the existing residence at 777 Locust to remain on the enlarged lot. He stated that the lot at 769 Locust would be merged with 777 Locust and would become additional yard area. Mr. Norkus stated that what was seen at the February meeting has been included in the current packet of materials which include the improvements to the 777 Locust residence and that the architects for that project are present and can answer any questions which remain in connection with the context of that work which include the expansion of the existing home to the south onto a portion of the 769 Locust lot.

Mr. Norkus stated that preliminary approval of the request has been granted by the Commission and the Village Council has the finalization of the more detail-oriented review. He stated that in that review, beginning with the Zoning Board of Appeals which reviewed a zoning variation request that was submitted at the same time as the subdivision, the Zoning Board of Appeals

raised the recommendation that because of the creation of a zoning nonconformity that arose from the subdivision, the Zoning Board of Appeals was the first body to make a recommendation that because of the zoning nonconformity which would be created on the north side of the property, that the south side of the property compensate for that nonconformity and that a similar recommendation was made by the Commission. Mr. Norkus stated that the Commission added to that recommendation some concern with regard to the scale of the home, not necessary with regard to the plans which were presented, but for the potential for future additions to the home. He referred to the minimum front yard setback which would normally be 30 feet in this zoning district and that the Commission recommended that it be increased to 40 feet.

Mr. Norkus stated that the Village Council heard the request and adopted both of the recommendations from the Zoning Board of Appeals and the Commission in connection with the side yard setback increase and the front yard setback increase. He then stated that the Village Council imposed a restrictive covenant be recommended as part of this approval as a third restrictive covenant which would limit the amount of improvements on the consolidated lot to precisely what was shown on the plans as submitted by the architects. Mr. Norkus stated that the cumulative total approval was given by the Village Council was to impose that the side yard setback and the front yard setback be increased to its limits on the development.

Mr. Norkus stated that what was shown in the packet of materials as Attachment C is the restrictive covenant language drafted by Ms. Janega with the intent to nail down the intent of those restrictive covenants that came out of the Commission's previous meetings. He stated that the Commission is to approve the proposed resubdivision plat with the conditions in the agenda report on page 3 which are an adoption of the concerns identified on Attachment 3. Mr. Norkus stated that with regard to the concerns in Attachment C, page 3 contained items and technical changes such as signature blocks, etc. He noted that at this time, the Commission's approval should be ministerial in nature. Mr. Norkus then asked if there were any questions.

Ms. Johnson stated that the third covenant which the Village Council developed prohibited the purchaser from adding more impervious structures on the property unless they were to tear it down and start over.

Mr. Norkus indicated that the release of the covenants would require an act of the Village Council. He also stated that he is not sure what would be permitted if the home is torn down and that they may need an agreement on the part of the property owners to remove the restrictive covenant beforehand. Mr. Norkus stated that [the restrictive covenants] would lock any improvement to be no more than what is on the plan. He stated that he can ask Ms. Janega if the covenants addressed any unforeseen circumstances.

Ms. Johnson stated that if there was a clean slate, then the zoning regulations would be different. She also stated that some of the other issues may not be relevant.

Chairperson Hurley stated that the covenant would remain regardless of whether the building came down. She confirmed that Ms. Janega can look into it. Chairperson Hurley added that the covenant would control any future development. She then stated that because the consolidation

of lots in the district did not contemplate homes of this size, the property owners can build as big of a home as they want as of right.

Ms. Johnson stated that if the purchaser tears down the home, the conceptual plans only deal with the addition. She stated that while the request would go to the Village Council, the property owner's lawyer should be more concerned with these items than her.

Chairperson Hurley commented that is a good point and to note going forward for Ms. Janega to look at the impact in the event of a casualty or teardown.

Mr. Jansson stated that point no. 3 addressed that to some extent. He stated that any new home cannot have a bigger footprint than the [existing] home and addition.

Ms. Bawden stated that the objective is to not increase the amount of impermeable surface. She also stated that the covenants can be rewritten if something happened and for a future owner who built a home which is more centrally placed on the lot and that the covenants limited it to a certain amount of impermeable surface.

Mr. Thomas stated that if they were to remove the current home, they can move the impervious space to the center of the lot so long as the amount is not increased. He commented that the language seemed simple.

Ms. Bawden commented that the language seemed too specific and that they should be able to get to the intent without being locked into specifics.

Chairperson Hurley stated that when the Commission discussed the matter before, they were persuaded that the proposed structure would fit into the context of the neighborhood and that is what the Village Council is getting at. She indicated that she is not sure that she would feel the same comfort fitting it into the context of the block face.

Ms. Bawden stated that they also have GFA.

Ms. Johnson stated that Ms. Janega can figure out how to reword the draft so that it is clear that the current owner is bound to the plans which were submitted and are not allowed to increase the amount of impermeable surface beyond what is allowed at this point.

Ms. Bawden stated that there is a GFA and height issue as well.

Mr. Thomas stated that if a new home was built, it would have to go before the Zoning Board of Appeals.

Ms. Johnson stated that it would not unless a variance is requested. She also stated that it is unusual for new construction to see variations. Ms. Johnson then commented that she is glad that the Village Council expanded on what the Zoning Board of Appeals was getting at. She commented that for a future owner, it seemed odd.

Chairperson Hurley stated that this addressed the goals that the Zoning Board of Appeals and the Commission were concerned about, which are scale and setbacks. She noted that the Commission is not in the position to rewrite the language for Ms. Janega. Chairperson Hurley then stated that if the Commission thought that this addressed the concerns of the Commission, they should move on to what is before them with a note to be given to the Village Council to encourage them to look at the impact of this on future owners in case of a casualty. She asked the Commission members for their comments.

Mr. Greable commented that would be fine. He stated that the key point is to approve the request and move forward.

Chairperson Hurley asked if there were any other questions.

Mr. Dowding referred to the front porch and the 40 foot setback and stated that he assumed that the porch is not part of the home.

Jeff Harding, the architect for the applicants stated that with regard to the setback for the existing porch, it is approximately 32 feet and that the restrictive covenant is at 40 feet which referred to anything they would be doing on the side and in the future. He also informed the Commission that the porch at 777 Locust would remain and that in the future, it would change to 40 feet for everything including both lots.

Ms. Bawden asked if [the covenants] covered enclosing the porch.

Mr. Norkus stated that open porches are allowed to encroach into the front yard setback observing a minimum of 30 feet. He stated that the 40 foot increase and the location of the existing porch worked well with the recommendations. Mr. Norkus also stated that the existing porch would be permitted today and that the applicants would need a variation if they wanted to enclose it. He stated that they can revise the language to make it more [specific] with regard to the porch being permitted to encroach into the front yard setback.

Mr. Dowding indicated that would be difficult to enforce.

Mr. Jansson referred to point no. 2 and it was clarified that [the porch] is within 31.5 feet.

Chairperson Hurley asked if there was any other discussion. No additional discussion was made by the Commission at this time. She then asked if there were any comments from the audience. No comments were raised by the Commission at this time. Chairperson Hurley then asked for a motion.

Ms. Holland made a motion to recommend the approval of the final plat approval for the consolidation of 769 Locust and 777 Locust. Mr. Iberle seconded the motion. A vote was taken and the motion was unanimously passed.

AYES: Bawden, Dowding, Dunn, Golan, Holland, Hurley, Iberle, Johnson, Jansson,  
Thomas, Whitcomb

NAYS: None

Not Voting: Greable

The architect informed the Commission that windows would be added to the south elevation.

### **Consideration of Proposed Trapp Lane Plat of Dedication**

Steve Saunders informed the commission that the Village has been working with the 20 property owners on Trapp Lane since 2008 and that it was a private street on the west side of Hibbard Road. He informed the Commission that the property owners have requested that the Village dedicate the road and make it into a public street. Mr. Saunders stated that there have been five or six Village Council meetings and that they were able to develop a unanimous agreement among the 20 property owners to dedicate the road platted as an ingress easement with a 30 foot width as a public right of way.

Mr. Saunders then stated that in order to get the remaining feet required, the remainder would be utility easements on either side of the right of way. He stated that the reason they went with the easement is so that there would be no creation of zoning nonconformities. Mr. Saunders then referred to the second to last step before they begin construction and that there is a conference scheduled for August 3, 2011 and a Village Council hearing scheduled on August 2, 2011. He also referred to the detailed agenda report and asked the Commission if they had any questions.

Mr. Jansson referred to point no. 2 on the second page with regard to the proposed roadway being 19 feet wide. He stated that Chestnut Street was repaved and asked how wide it is from curb to curb.

Mr. Saunders responded that it is 20 feet.

Mr. Jansson stated that his concern is that street is narrow.

Mr. Saunders stated that if Trapp Lane was a through street, he would not be comfortable with that. He added that since there is only one way in and one way out, there is not a lot of through traffic and that it would work with fire trucks and snow plows.

Mr. Thomas asked if the property owners are to split the cost of the street and sewer work 50/50.

Mr. Saunders confirmed that is correct and that the total cost of the project is \$450,000, although the cost would not be [absolutely] evenly divided.

Chairperson Hurley asked if it is the typical practice when taking over a private road that putting up a 50% contribution is standard.