

**Winnetka Village Council**  
**REGULAR MEETING**  
**Village Hall**  
510 Green Bay Road  
Tuesday, October 2, 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 a 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) October 9, 2012, Study Session
  - b) October 16, 2012, Regular Meeting
  - c) November 8, 2012, Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
  - a) Village Council Minutes
    - i) September 6, 2012, Rescheduled Regular Meeting .....2
    - b) Warrant Lists Nos. 1767 and 1768 .....6
    - c) Ordinance MC-6-2012: Code Amendment: Vehicle Impoundment & Towing – Adoption .....7
  - 6) Stormwater: NW Winnetka Engineering Proposal – Christopher B. Burke Engineering, Ltd.....13
  - 7) Ordinances and Resolutions
    - a) Ordinance MC-7-2012: Sign Code Amendments – Introduction .....39
    - b) Ordinance M-13-2012: Land Rover Lease Renewal – Introduction .....49
- 8) Public Comment
- 9) Old Business: None.
- 10) New Business
  - a) 2012 Property Tax Levy Analysis .....67
- 11) Reports
- 12) Executive Session
- 13) Adjournment

**NOTICE**

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

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

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator – Megan Pierce, at 510 Green Bay Road, Winnetka, Illinois 60093, 847.716.3543; T.D.D. 847.501.6041.

**MINUTES  
WINNETKA VILLAGE COUNCIL  
RESCHEDULED REGULAR MEETING  
September 6, 2012**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in Village Hall on Tuesday, September 6, 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, Patrick Corrigan, Richard Kates, Stuart McCrary and Jennifer Spinney. Absent: Trustee Jack Buck. Also present: Village Manager Robert Bahan, Village Attorney Katherine Janega, Public Works Director Steve Saunders, Director of Community Development Mike D'Onofrio, Planning Assistant Ann Klaassen, Finance Director Ed McKee, Assistant Finance Director Hanna Sullivan, Police Chief Patrick Kreis and approximately 15 persons in the audience.
- 2) Pledge of Allegiance. President Tucker led the group in the Pledge of Allegiance.
- 3) Quorum.
  - a) September 11, 2012, Study Session. All of the Council members present indicated that they expected to attend.
  - b) September 18, 2012, Regular Meeting. All of the Council members present indicated that they expected to attend.
  - c) October 2, 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 Spinney, moved to approve the Agenda. By roll call vote the motion carried. Ayes: Trustees Braun, Corrigan, Kates, McCrary and Spinney. Nays: None. Absent: Trustee Buck.
- 5) Consent Agenda
  - a) Village Council Minutes.
    - i) August 7, 2012, Regular Meeting.
  - b) Warrant Lists Nos. 1763 and 1764. Approving Warrant List No. 1763 in the amount of \$758,239.42, and Warrant List No. 1764 in the amount of \$644,636.93.
  - c) Cherry Street Bridge Repair Bid. Awarding a contract for \$31,918.00 to Alliance Contractors, Inc. for patching of the concrete bridge deck; repair of the western end of the southern parapet wall; and sealing the deck and parapet wall with concrete sealer.

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

- 6) Comprehensive Annual Financial Report (CAFR). Mr. McKee commended Assistant Finance Director Hanna Sullivan for her work in helping with the audit, introduced the Village’s auditor, Ron Amen of Lauterbach & Amen, and encouraged the Council to contact Mr. Amen with questions or concerns.

Mr. Amen noted that the Village has again received the GFOA’s highest award for financial reporting and that the auditors have issued an unconditional opinion. He reviewed the audit report, which showed increases in both governmental and enterprise funds in the past fiscal year. He also reviewed the General Accounting Standards Board (GASB) fund balance policies and recommended that the Village adopt them, in the interest of following best practices for financial reporting.

The Council then briefly questioned Mr. Amen and discussed the audit report.

- 7) Fund Balance / Net Assets Policy. President Tucker noted this issue was introduced in the CAFR review, and added that the Council would discuss fund balances further during the next budget process.

- 8) Stormwater Update.

- a) CBBEL Engineering Contract Proposal: Additional Drainage Study Area West of Hibbard. Mr. Saunders reviewed the engineering contract proposal for the area south of Tower Road between Hibbard Road and the Winnetka Golf Course. He explained that this area was not included in the Village’s expanded stormwater drainage study, as it was previously studied in 2001 and 10-year improvements were subsequently implemented, but that the Council asked for further study in light of the extreme flooding in 2011. He said the likely outcome would either be a cooperative effort in the Park District’s Master Plan area and the golf course, or connecting these areas to the proposed tunnel project if it moves forward.

Following questions and discussion of the new study proposal, the Council reached consensus to move forward with the additional drainage study.

Trustee Kates, seconded by Trustee Spinney, moved to approve a contract with Christopher B. Burke Engineering, Ltd., to complete a drainage evaluation for an area south of Tower Road between Hibbard and the Winnetka Golf Course. By roll call vote, the motion passed. Ayes: Trustees Braun, Kates, Corrigan, McCrary and Spinney. Nays: None. Absent: Trustee Buck.

- b) Stormwater Budget and Expense To-Date. Mr. Saunders explained that the stormwater expenses are tracking with budget forecasts, walked the Council through the project matrix and answered questions in the course of the Council’s discussion of this informational item.

Mr. Saunders invited residents to stormwater seminars, scheduled to be held by the Village on September 19 and 22.

- 9) Ordinances and Resolutions.

- a) Ordinance M-16-2012: 528 Maple Landmark – Introduction. Mr. D’Onofrio reviewed the criteria and ratings for local landmark designation and reported that the Subject Property had been recommended for designation by the Landmark Preservation Commission (LPC).

After a short Council discussion, the applicants, Jen and Rick McQuet, explained that they had no intention of applying for a property tax assessment freeze.

Louise Holland, Chair of the LPC, responding to a question from Trustee Kates, explained that a number of homes that have been landmarked have very large additions, and said the LPC follows the Secretary of the Interior's guidelines for creating landmarks. She noted that the site is very important, as it is a recognizable visual feature adjacent to the Village Green, and despite the negative impact of the additions, the LPC felt the home still qualified for local landmark designation.

Trustee Spinney, seconded by Trustee Braun, moved to introduce Ordinance M-16-2012. By roll call vote, the motion carried. Ayes: Trustees Braun, Spinney and McCrary. Nays: Trustees Corrigan and Kates. Absent: Trustee Buck.

- b) Ordinance M-17-2012: 310 Walnut Variation – Introduction. Mr. D’Onofrio reviewed this request for variations for the construction of a detached garage on this through lot, which is subject to two front yard setbacks under the Zoning Ordinance.

Tom Hickman, the applicant’s architect, explained that the variation is being requested to create a functional back yard.

Trustee Spinney, seconded by Trustee McCrary, moved to introduce Ordinance M-17-2012. By voice vote, the motion carried.

- c) Resolution R-32-2012: 596 Oak Subdivision – Adoption. Trustee Corrigan disclosed that he had once done work for the applicant’s business, but does not currently do business with him. Attorney Janega confirmed that Trustee Corrigan did not have a present or past interest in the matter before the Council, and that he did not need to abstain or recuse himself.

Mr. D’Onofrio reviewed this request to subdivide the existing single parcel into two lots, with Lot 1 being vacant for future development, and the existing house remaining on Lot 2. He explained that the subdivision complies with minimum lot area and lot width requirements in the Zoning Ordinance and added that the Plan Commission recommended approval subject to five conditions, all of which are included in the Resolution.

Mr. D’Onofrio note that the neighbors to the west have objected to the subdivision, expressing concern about the health of several oak trees on their property because of their proximity to the proposed Lot 1.

The owners, Steve & Joanne Hudson introduced themselves to the Council.

Louise Holland, of 545 Oak and Chairperson of the LPC, said prominent architect Edwin Clark had once lived in the home at 596 Oak, and that the LPC is happy it will be saved.

Phil Hosa, 605 Cherry, also spoke in favor of the subdivision.

There being no further comments or questions, Trustee Kates, seconded by Trustee Braun, moved to adopt Resolution R-32-2012. By roll call vote, the motion carried. Ayes: Trustees Braun, Corrigan, Kates, McCrary and Spinney. Nays: None. Absent: Trustee Buck.

- d) Resolution R-33-2012: D’s Haute Dogs Liquor License Request – Adoption. Attorney Janega reviewed the draft Resolution and explained the conditions that had been agreed upon when the Village Attorney and Police Chief met with the applicant.

The applicant, Jared Boyar, asked for a clarification of one of the conditions.

After a brief discussion, Trustee Braun, seconded by Trustee McCrary, moved to adopt Resolution R-33-2012. By roll call vote, the motion carried. Ayes: Trustees Braun, Corrigan, Kates, McCrary and Spinney. Nays: None. Absent: Trustee Buck.

- 10) Public Comment and Questions. Mr. Phil Hosa, 605 Cherry, said he and Patty Van Cleve of the Winnetka Historical Society had been approached about fundraising for a star for the Cenotaph with the names of servicemen from the Village who lost their lives in the Civil War. He said contributions are welcomed, and should be sent to New Trier VFW 4831, Box 59, Winnetka, IL 60093.

- 11) Old Business. None.

- 12) New Business. None.

- 13) Reports

- a) Village President. President Tucker invited all residents to the Patriot Day flag planting at the Cenotaph at 4 p.m. on September 10, and then announced: (i) the Village will host two stormwater management seminars in the coming weeks; (ii) several new businesses have recently opened in the Village; and (iii) proposed Constitutional Amendment 49 provides for no new increases to public pensions in Illinois. She urged all to remember to vote.

- b) Trustees.

- i) Trustee Spinney welcomed Dana Hoffman and Dr. Sam Moltz to Hubbard Woods, wishing them well with their new clinic, which had a grand opening the previous night.

- c) Attorney. No report.

- d) Manager. No report.

- 14) Executive Session. None.

- 15) Adjournment. Trustee Braun, seconded by Trustee Corrigan, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 10:00 p.m.

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Recording Secretary

## AGENDA REPORT

TO: Village Council  
FROM: Robert M. Bahan, Village Manager  
DATE: September 26, 2012  
SUBJECT: **Warrant Lists Nos. 1767 and 1768**

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Warrants Lists Nos. 1767 and 1768 are submitted electronically to each member of the Village Council.

**Recommendation:** Consider approving Warrants Lists Nos. 1767 and 1768.

## AGENDA REPORT

**SUBJECT:** Ordinance MC-6-2012 – Amending Title 10 of the Village Code as It Pertains to Vehicle Impoundment and Towing

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

**REFERENCE:** September 16, 2012 Council Agenda, pp. 238 - 247

**DATE:** September 26, 2012

Ordinance MC-6-2012, which was introduced at the September 16, 2012, Village Council meeting, makes several technical amendments to Title 10 of the Village Code, “Vehicles and Traffic.” The amendments are intended to clarify the existing scope of the vehicle impoundment (“booting”) and towing procedures, which are currently in Village Code Chapter 10.24, “Parking.”

Chapter 10.24 establishes parking regulations and sets the penalties for parking violations. Those penalties include a graduated schedule of fines and, as in many communities, authorizes the impounding or towing of the vehicles of scofflaws who accumulate five or more unpaid parking tickets. Vehicles are impounded “in place” using the Denver Boot, following a detailed process defined in Section 10.24.130 of Chapter 10.24. Similarly, Section 10.24.140 of Chapter 10.24 authorizes and sets standards for the towing of unattended vehicles that are parked in such a way that they obstruct traffic, create a hazard or are otherwise subject to towing.

As explained at the time of introduction, a recent boot hearing disclosed that, although the impoundment and towing provisions refer to specific Village Code provisions, they do not also refer to the parking and non-moving violation provisions of the Winnetka Park District Code and the Illinois Vehicle Code, which are also enforced through the automated ticketing system. (The Winnetka Police Department enforces the Park District Code pursuant to an intergovernmental agreement, and Section 10.04.010 of the Village Code specifically incorporates the Illinois Vehicle Code by reference.)

Ordinance MC-6-2012 moves Sections 10.24.130 and 10.24.140 to Chapter 10.08, “Administration and Enforcement.” In addition, the Ordinance divides subsections into numbered paragraphs, rearranges some text to provide a more logical flow, and adds more specificity to the immediate towing authorization in Section 10.08.100(A). The amendments thus eliminate the gaps described above, while leaving the substance of the Village Code’s regulations intact, and clearly stating the Code’s enforcement procedures in a chapter whose title signals the relevant content.

### **Recommendation:**

Consider a motion to pass Ordinance MC-6-2012, amending Title 10 of the Village Code as it pertains to vehicle impoundment and towing.

**ORDINANCE NO. MC-6-2012**

**AN ORDINANCE  
AMENDING TITLE 10 OF THE WINNETKA VILLAGE CODE  
AS IT PERTAINS TO VEHICLE IMPOUNDMENT AND TOWING**

**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, with 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**, Title 10 of the Winnetka Village Code, titled “Vehicles and Traffic,” establishes traffic, parking, registration and licensing regulations for motor vehicles and bicycles; and

**WHEREAS**, Chapter 10.24 of the Winnetka Village Code, titled “Parking,” establishes regulations for parking on public rights of way in the Village and sets the penalties for parking violations; and

**WHEREAS**, Section 10.24.130 of Chapter 10.24 of the Winnetka Village Code, captioned “Impoundment or removal of vehicles,” and Section 10.24.140 of Chapter 10.24 of the Winnetka Village Code, captioned “Towing,” authorize the impoundment, removal and towing of vehicles, define the circumstances in which those actions may take place, and establish relevant procedures; and

**WHEREAS**, the Winnetka Police Department also enforces the ordinances of the Winnetka Park District, and violations of Winnetka Park District parking regulations are also subject to the Village’s impoundment, removal and towing procedures; and

**WHEREAS**, pursuant to Section 10.04.010 of the Winnetka Village Code, the Village of Winnetka has adopted the Illinois Vehicle Code by reference, and violations of provisions of the Illinois Vehicle Code that pertain to parking of vehicles are also subject to the Village’s impoundment, removal and towing procedures; and

**WHEREAS**, the Council of the Village of Winnetka (“Village Council”) find and determine that it is in the best interests of the public health, safety and welfare that the scope of the Village’s vehicle impoundment, removal and towing standards and procedures be clarified and that the various regulations subject to those standards and procedures be transferred and

consolidated in Chapter 10.08 of the Winnetka Village Code, which is titled, “Administration and Enforcement;” and

**WHEREAS**, the Council of the Village of Winnetka find and determine that establishing parking regulations, including establishing standards and procedures for the removal, relocation and towing of vehicles, are matters pertaining to the government and affairs of the Village.

**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 10.08 of Title 10 of the Winnetka Village Code, titled, “Administration and Enforcement,” is hereby amended by adding a new Section 10.08.090, which shall be titled “Impoundment or Removal of Vehicles,” and shall provide as follows:

**Section 10.08.090 Impoundment or removal of vehicles.**

A. Authorization to impound or remove. The Police Department of the Village is authorized to impound in place or to remove to a location selected by the Police Department, any vehicle that is a nuisance, as defined in paragraph 2 of this subsection A.

1. Definitions. As used in this section, “parking laws of the Village” shall mean and include any and all of the following:

a. Sections 10.24.010 through 10.24.100, and Section 10.24.120 of Chapter 10.24 of this code;

b. Chapter 3.08 of the Winnetka Park District Ordinances, and any other ordinances of the Winnetka Park District that regulate parking and are enforced by the Village of Winnetka; and

c. Sections 3-413(A), 3-413(B), 4-201(A), 4-201(B), 11-1301, 11-1303(A)1.L, 11-1304.5, 11-1401, and 12-712 of the Illinois Vehicle Code.

2. Vehicles declared a nuisance. Any vehicle that is registered to an owner or licensee who has accumulated an aggregate of five or more unsatisfied fines for citations issued for violations of the parking laws of the Village, whether in the parking of that vehicle or the parking of any other vehicle or vehicles registered to that owner or licensee, is declared to be a nuisance. For purposes of this section, the number of unsatisfied fines shall be determined by aggregating all unsatisfied fines attributable to any one person, notwithstanding the use of different license plates or different vehicles, so long as all such vehicles are registered to the same person as owner or lessee.

3. The impoundment or removal of any vehicle pursuant to this section 10.08.090 shall be at the sole expense of the owner or lessee.

B. Notices of Impoundment or Removal.

1. Pre-impoundment notice. At least ten (10) working days prior to impoundment of any vehicle, notice of impending vehicle impoundment must be sent to the registered owner or lessee via first class mail, postage prepaid, at the address of the registered owner or lessee recorded with the Secretary of State, or, in the case of a vehicle bearing a registration number of a state other than Illinois, at the address of the registered owner or lessee recorded in that state's registry of motor vehicles.

2. Impoundment notice. Upon impoundment of any vehicle, the Police Department shall cause to be placed on such vehicle, in a conspicuous manner, notice sufficient to warn any individual that such vehicle has been impounded in place, and that any attempt to move such vehicle might result in damage to such vehicle.

3. Vehicle removal notice. After removal of any vehicle, the Police Department shall give the owner or lessee of such vehicle notice that the vehicle has been removed and the location to which it was removed, which notice shall either be (1) by telephone, with a follow-up notice mailed to the owner or lessee not more than two working days after the date of removal; or (2) by letter mailed to the owner or lessee not more than two working days after the date of removal. The notice placed on such vehicle or given to the owner or lessee shall also contain notice of the right of the owner or lessee of such vehicle to request a post-impoundment or post-removal hearing described in subsection C of this section to determine the validity of the impoundment or removal and any related fees.

C. Hearing.

1. Right to hearing. The owner or lessee of a vehicle impounded or removed, or other authorized person, shall have the right to a prompt, fair and impartial post-impoundment or post-removal hearing to determine if such impoundment or removal was conducted in accordance with the procedural requirements of this section.

2. Request for hearing. The post-impoundment or post-removal hearing shall be requested within ten (10) working days after the vehicle is impounded or removed and shall be conducted within two working days of such request for a hearing.

3. Scope of hearing. The post-impoundment or post-removal hearing shall not be determinative of, nor shall it adjudicate, any ticket or notice issued relative to any impounded or removed vehicle.

4. Hearing procedures. Such hearing shall be conducted by an impartial hearing officer designated in accordance with the provisions of subsection D of this section. At the hearing, the owner may present evidence that the vehicle was improperly designated for impoundment or removal. The Village Manager shall propose rules and regulations for the conduct of the hearings provided for in subsection C of this section, which rules and regulations shall be submitted to the Village Council for its review and approval.

5. Post-hearing disposition. If, following the hearing, the Hearing Officer determines that the vehicle was improperly designated, the vehicle shall be removed from the vehicle impoundment list and any fees paid to the Village for the impoundment or removal of the vehicle pursuant to subsection E of this section shall be refunded.

D. Hearing Officer. The post-impoundment or post-removal hearing provided for in subsection C of this section shall be conducted by the Village Manager or such other employee or official of the Village as the Village Manager may designate. In no case shall the Hearing Officer designated by the Village Manager be the Chief of Police or a member or civilian employee of the Village's Police Department, an elected official of the Village, the Director of Finance or an employee of the Village's Finance Department, the Village Attorney, the Village Prosecutor, or any other individual involved either in the enforcement of traffic regulations or in the initial decision to immobilize the vehicle.

E. Release of Impounded or Removed Vehicles. Any vehicle impounded or removed pursuant to this section 10.08.090 shall be released to the owner or lessee upon showing of adequate evidence of ownership of leasehold and right to possession of the subject vehicle, and upon satisfaction by the owner or lessee of all accrued fines and costs involving the subject vehicle. In addition, the Village may assess a fee for each time that a vehicle is impounded or removed, in an amount to be determined from time to time by the Village Council by resolution. Such fee shall be paid by the owner or lessee before the vehicle is released.

F. Unclaimed vehicles. Any impounded or removed vehicle that is unclaimed by the owner or lessee shall be disposed of in accordance with 625 ILCS 5/4-201, et seq. (Formerly §10.24.130; Ord. MC-212-98 §2, 1998; prior code §41.27.2)

**SECTION 3:** Chapter 10.08 of Title 10 of the Winnetka Village Code, titled, “Administration and Enforcement,” is hereby amended by adding a new Section 10.08.100, which shall be titled “Towing of Certain Vehicles,” and shall provide as follows:

**Section 10.08.100 Towing of Certain Vehicles.**

A. Officers of the Police Department may remove and tow away, or cause to be removed and towed away, any unattended parked vehicle that obstructs vehicular traffic, constitutes a hazard to vehicular traffic, blocks access to a fire hydrant, is parked in violation of snow emergency regulations, or is otherwise parked in a location designated as a tow zone pursuant to signage and/or any Village ordinance or State law.

B. The police supervisor on duty shall determine the location to which such vehicle shall be removed.

C. The impoundment or removal of any vehicle pursuant to this section 10.08.100 shall be at the sole expense of the owner or lessee.

D. Release of Vehicle to Owner or Lessee. Any vehicle impounded or removed pursuant to this section 10.08.100 shall be released to the owner or lessee upon showing of adequate evidence of ownership of the vehicle or, if a leasehold, of the right to possession of the subject vehicle, and upon satisfaction by the owner or lessee of all accrued fines and costs involving the subject vehicle. In addition, the Village may assess a fee for each time that a vehicle is impounded or removed, in an amount to be determined from time to time by the Village Council by resolution. Such fee shall be paid by the owner or lessee before the vehicle is released.

E. Unclaimed vehicles. Any vehicle that is towed or removed pursuant to this section and that is unclaimed by the owner or lessee shall be disposed of in accordance with 625 ILCS 5/4-201, et seq.

(Formerly § 10.24.140; prior code § 41.28)

**SECTION 4:** Section 10.24.130 of Chapter 10.24 of the Winnetka Village Code, titled “Impoundment or removal of vehicles,” is hereby repealed.

**SECTION 5:** Section 10.24.140 of Chapter 10.24. of the Winnetka Village Code, titled “Towing,” is hereby repealed.

**SECTION 6:** The amendments to Chapter 10.08 and 10.24 of Title 10 of the Winnetka Village Code pursuant to Sections 2 through 6 of this Ordinance are intended to be a recodification and clarification of existing policy of the Village of Winnetka pertaining to the impoundment, removal and towing of vehicles.

**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 2<sup>nd</sup> day of October, 2012, pursuant to the following roll call vote:

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

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

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

**APPROVED** this 2<sup>nd</sup> day of October, 2012.

Signed:

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

Countersigned:

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

Introduced: September 16, 2012

Posted: September 19, 2012

Passed and Approved: October 2, 2012

Posted:

## Agenda Report

**Subject:**                    **Engineering Fee Proposal – Northwest Winnetka Improvements**

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

Date:                         September 26, 2012

Ref:                         September 11, 2012 Council Study Session

Previously, the Village has engaged Christopher B. Burke Engineering, Ltd. (CBBEL) to evaluate areas of the Village subject to significant flooding during moderate and heavy rainfall events. One such area is a portion of northwestern Winnetka along and north of Tower Road generally west of Vernon Avenue. This is a large watershed, with significant elevation change across the drainage area. In fact, the highest point in the watershed, near Scott Avenue and Lake Street, is over 50 feet higher in elevation than areas near Tower Road and Greenwood Avenue that experience flooding. Because of the significant topographic relief in the upper areas of the watershed, runoff from the higher intensity rainfalls can be conveyed through the watershed via overland flow, generally, but not always, via the roadway system. At the flatter, lower, western end of the watershed, conveyance improvements are needed. The recommended improvements for this area consist of new large storm sewers throughout the study area. These recommendations were presented to the Village Council in October, 2011.

After the July 2011 storm event, the Village completed a flooding survey to understand the extent and source of flooding that arose from that storm. That flooding survey revealed a cluster of overland flooding in the Forest Glen area of the watershed, upstream of the proposed improvements. As a result, the Village engaged CBBEL to update their drainage study to develop proposed improvements for the Forest Glen Area as well. CBBEL analyzed the drainage system (storm sewers, overland flow routes, depressional storage areas, etc.) using XP-SWMM hydrologic and hydraulic modeling software to identify the existing flood problem areas.

CBBEL developed conceptual drainage improvements to increase the level of flood protection for the study area to the 25-, 50-, and 100-year levels of flood protection. CBBEL presented the findings of the supplemental Forest Glen area analysis at the September 11, 2012 Council Study Session. The Agenda Report describing these proposed improvements is shown in Attachment #1. After discussion and public comment, the Village Council directed staff to obtain a fee proposal from CBBEL to perform detailed engineering services necessary to develop plans, specifications, and estimates so that the project can be bid for 2013 construction.

Pursuant to this direction, CBBEL prepared a fee proposal to complete the needed work. This proposal, dated September 24, 2012, is shown in Attachment #2. The scope of services provided includes all of the necessary work to bring the project from its current level of conceptual engineering to the point of awarding a construction contract.

**Budget Information.**

CBBEL has proposed a fee for this work of \$216,274, including \$2,680 for wetland mitigation plans and \$2,412 for wetland review agency coordination, (tasks 7.4 and 7.5 in CBBEL's Fee Proposal) which tasks may not be necessary pending US Army Corps review. The current fiscal year budget includes \$250,000 for detailed engineering on this project.

**Recommendation:**

Consider authorizing the Village Manger to sign an agreement with Christopher B. Burke Engineering, Ltd. to perform engineering services as outlined in their Proposal for Professional Engineering Services for Forest Glen and Greenwood Avenue Study Areas Stormwater Improvements dated September 24, 2012.

**Attachments:**

1. Agenda Report – Supplemental Flood Risk Reduction Analysis: Northwest Winnetka (Forest Glen Study Area), September 5, 2012
2. CBBEL Proposal for Professional Engineering Services for Forest Glen and Greenwood Avenue Study Areas Stormwater Improvements dated September 24, 2012

## **ATTACHMENT #1**

### **Agenda Report – Supplemental Flood Risk Reduction Analysis: Northwest Winnetka (Forest Glen Study Area), September 5, 2012**

## Agenda Report

**Subject:** Supplemental Flood Risk Reduction Analysis: Northwest  
Winnetka (Forest Glen Study Area)

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

Date: September 5, 2012

### **Prior Study and Recommendations**

Previously, the Village has engaged Christopher B. Burke Engineering, Ltd. (CBBEL) to evaluate areas of the Village subject to significant flooding during moderate and heavy rainfall events. One such area is a portion of northwestern Winnetka along and north of Tower Road generally west of Vernon Avenue. This is a large watershed, with significant elevation change across the drainage area. In fact, the highest point in the watershed, near Scott Avenue and Lake Street, is over 50 feet higher in elevation than areas near Tower Road and Greenwood Avenue that experience flooding. Because of the significant topographic relief in the upper areas of the watershed, runoff from the higher intensity rainfalls can be conveyed through the watershed via overland flow, generally, but not always, via the roadway system. At the flatter, lower, western end of the watershed, conveyance improvements are needed.

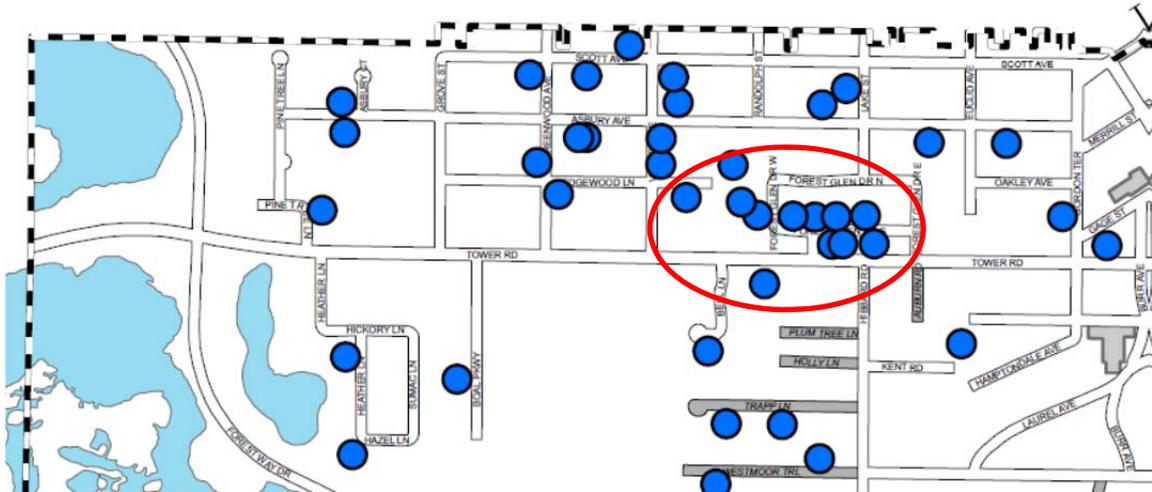
CBBEL evaluated 2 different options to address flooding in the lower regions of the watershed. The first option evaluated was to simply provide increased conveyance all the way into the existing wet-bottom storage reservoir to the south of Tower Road near Forest Way Drive. This alternative relies on very large conveyance pipes under Tower Road to carry the runoff volumes to the pond. The second option consisted of a combination of conveyance improvements and additional flood storage on the site of Corwin Park, near Grove Street and Edgewood Lane. While this option reduces the scope of some of the conveyance improvements needed, the cost associated with constructing underground detention at heavily-used Corwin Park exceeds the savings associated with reduced conveyance requirements.

The improvements for this area consist of new large storm sewers throughout the study area for the 25-, 50- and 100-year level of protection. For the 25- and 50-year level of protection, the recommendations are similar to the 100-year design except smaller diameter storm sewers. The engineer's estimate of probable cost for the 25-, 50- and 100-year level of protection is \$2.2 million, \$2.3 million and \$2.9 million, respectively. These recommendations were presented to the Village Council in October, 2011, and are shown in Attachment #1.

### **Need to Evaluate Other Areas**

After the July 2011 storm event, the Village completed a flooding survey to understand the extent and source of flooding that arose from that storm. That flooding survey

revealed a cluster of overland flooding in the Forest Glen area of the watershed, upstream of the proposed improvements. The flooding results are shown graphically below:



As a result, the Village engaged CBBEL to update their drainage study develop proposed improvements for the Forest Glen Area as well. CBBEL analyzed the drainage system (storm sewers, overland flow routes, depressional storage areas, etc.) using XP-SWMM hydrologic and hydraulic modeling software to identify the existing flood problem areas. CBBEL developed conceptual drainage improvements to increase the level of flood protection for the study area to the 25-, 50-, and 100-year levels of flood protection. Conceptual cost estimates were developed for each of the proposed flood reduction alternatives.

### **Existing Conditions**

CBBEL identified the following conditions in the study area:

- The Forest Glen storm sewer system has less than a 5-year capacity. For storm events greater than or equal to the magnitude of a 5-year return interval, the system will surcharge and stormwater ponding will occur.
- When the capacity of the storm sewer system along Forest Glen Drive North is exceeded, the surcharged flow is directed towards the homes between Forest Glen Drive North and Forest Glen Drive South.
- Ponding occurs at the low spot along Forest Glen Drive East for storm events equal to or greater than a 5-year frequency. There is approximately 0.6 feet of depth between the low spot in the road and the overtopping elevation between the houses on the west side of the street.

### **Proposed Improvements**

CBBEL evaluated two potential approaches to address the existing flooding conditions. The first approach consists of installing larger storm sewers along Forest Glen Drive, and increasing the capacity of Tower Road storm sewer to convey the additional flow from

the Forest Glen area west to the proposed Northwest Winnetka Improvements. The estimated cost of these improvements ranges from \$631,000 to \$685,000 depending on the level of protection provided. This alternative relies upon constructing the previously proposed improvements for Northwest Winnetka, and is in addition to the estimated \$2.2 million to \$2.9 million for those improvements.

The second approach evaluated consists of conveying the stormwater runoff from the Forest Glen area to a proposed detention facility located at Bell Woods, which is the only open space in the area. This second approach would significantly disrupt the natural area at Bell Woods and is not recommended.

The existing conditions, proposed improvements, and conceptual cost estimates are shown in CBBEL's report, which is included as Attachment #2.

### **Stormwater Improvement Budget**

The 5-Year Capital Improvement Program for stormwater improvements is shown in Attachment #3 (source p. 79 of FY 2012-13 Budget). The Northwest Winnetka Improvements are scheduled for engineering in 2012 (\$250,000) and construction in 2013 (\$2,650,000), for a total investment of \$2,900,000. The Forest Glen improvements would add about \$685,000 to this cost. The Village could proceed along one of three lines:

1. Add the Forest Glen Improvements to the previously proposed Northwest Winnetka (Greenwood) Improvements and proceed with engineering and construction in 2012 and 2013, respectively.
2. Proceed with the previously proposed Northwest Winnetka Improvements, without constructing the Forest Glen Improvements, as anticipated in the budget.
3. Wait for the results of the Baxter and Woodman study of 6 additional drainage areas, and the CBBEL Area F study, to determine how the Forest Glen Improvements should fit in the context of the overall stormwater drainage program. This course of action will likely delay implementation of the previously proposed Northwest Winnetka Improvements by one construction season.

### **Recommendation:**

Provide policy direction.

### **Attachments:**

1. Proposed Northwest Winnetka Improvements
2. CBBEL Report
3. Stormwater Fund Budget

## **ATTACHMENT #2**

### **CBBEL Proposal for Professional Engineering Services for Forest Glen and Greenwood Avenue Study Areas Stormwater Improvements dated September 24, 2012**



**CHRISTOPHER B. BURKE** ENGINEERING, LTD.  
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

September 24, 2012

Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093

Attention: Mr. Steven Saunders  
Director of Public Works / Village Engineer

Subject: Proposal for Professional Engineering Services for  
**Forest Glen and Greenwood Avenue Study Areas (Area B) Stormwater Improvements**

Dear Mr. Saunders:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide professional engineering services for the design of storm sewer improvements for the Forest Glen and Greenwood Avenue Study Areas identified in the CBBEL 2011 Flood Risk Reduction Assessment and the Special Study for the Forest Glen Area. This proposal includes our Understanding of the Assignment, Scope of Services and Estimated Fee.

### **UNDERSTANDING OF ASSIGNMENT**

CBBEL previously completed the October 2011 Flood Risk Reduction Assessment and Forest Glen analysis for the Village of Winnetka (Village). Those assessments determined the improvements required to provide 25-, 50- or 100-year level of protection in the subject study areas. We understand that the Village would like to move forward with the improvements identified for the Greenwood Avenue and Forest Glen Study Areas calculated to provide 100-year level of protection. The projects are generally described as follows:

- Greenwood Avenue and Forest Glen Study Areas
  - Greenwood Avenue Study Area
    - Additional 30-inch sewer on Greenwood Avenue (approximately 150 ft.)
    - Additional 30-inch sewer along Edgewood Lane between Greenwood Avenue and Grove Street (approximately 650 ft.)
    - New 54-inch sewer along Grove Street between Edgewood Lane and Tower Road (approximately 450 ft.)
    - New 36-inch sewer along Tower Road east of Vernon Avenue to Forest Glen Drive (approximately 1,000 ft.)

- Replace 36-inch sewer with an 83-inch by 53-inch elliptical sewer and 66-inch sewer along Tower Road between Greenwood Avenue and Grove Street (approximately 650 ft.)
- Additional 83-inch by 53-inch elliptical sewer along Tower Road from Grove Street to the lagoon (approximately 1,000 ft.)
- Remove 36-inch sewer and replace with a 60-inch outlet into the lagoon
- New 66-inch outlet into the lagoon (approximately 150 ft.)
- Forest Glen Study Area
  - Replace 10-inch sewer along Forest Glen Drive North with 24-inch storm sewer (approximately 650 ft.)
  - Replace 12-inch sewer along Forest Glen Drive West with 30-inch and 36-inch storm sewer (approximately 300 ft.)
  - New 36-inch storm sewer along Forest Glen Drive and Forest Glen Drive South (approximately 400 ft.)
  - Berm/regrade three areas along Forest Glen Drive North and Forest Glen Drive West and review the need at the south corner of west and south.
  - Raise and seal three sanitary manholes in stormwater ponding areas

We will complete a full topographic survey of the right of way along the project routes. We will also complete a utility survey for an extended area so that the sewer modeling completed in the conceptual analysis can be enhanced with surveyed sewer sizes and inverts. The modeling will be updated with the surveyed information and the proposed sewer improvements will be evaluated in greater detail to determine the required sewer sizes and alignments. Once the proposed sewer criteria are confirmed, we will develop preliminary engineering plans which will be provided to the Village for review. The new outlet to the lagoon on the Cook County Forest Preserve District (CCFPD) property will require approval from the CCFPD and the Army Corps of Engineers. We will begin discussions with the necessary permitting agencies upon initiation of this proposal. When preliminary engineering plans are complete, formal permitting will be initiated. Finally, we will create final engineering plans, an engineer's opinion of probable cost, and bid documents. We will also assist the Village with the bid process.

### **SCOPE OF SERVICES**

Based on our experience with similar projects, our anticipated scope of services is detailed below:

**Task 1 – Topographic Survey:** The survey will be used as a base map for design purposes. Included are the following survey tasks:

1. Horizontal Control: Utilizing state plane coordinates (NAD '83, Illinois East Zone, 1997 Adjustment); CBBEL will establish recoverable primary control.
2. Vertical Control: Establish site benchmarks for construction purposes, tied to the NAVD 88 Vertical Datum. A level circuit will be run throughout the project, establishing

benchmarks and assigning a vertical datum on the horizontal control points.

3. Research at the Cook County Recorder's Office.
4. Field recon and survey to locate existing monumentation and Right-of-way evidence.
5. Analyze Record and Field Data necessary to compute approximate Right-of-Way throughout project limits.
6. Spot elevations and cross sections at 50' (ft) stations for approximately 6,500 feet of roadway from Right of Way to Right of Way at Forest Glen Drive North from just east of Lake Street to Forest Glen Drive West, Forest Glen Drive West from Forest Glen Drive North to Forest Glen Drive South, Forest Glen Drive South from Glen Drive West to the west leg of Forest Glen Drive, Forest Glen Drive from Forest Glen Drive South to Tower Road, Tower Road from the west leg of Forest Glen Drive to the Forest Preserve Pond, Edgewood Lane from Greenwood Avenue to Grove Street and Grove Street from Edgewood Lane to Tower Road. Also full topographic survey of the 5 selected rear yard areas.
7. All trees of 6 inch caliper or greater to be surveyed. Provide tree size, location and elevation on survey.
8. All above and below ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.
9. Existing hardscape improvements located in the project limits including paving, curbs, light fixtures, walks, street signs, parking, fencing and gates, approximate R-O-W, and adjacent building façade & overhangs (if any).
10. Office calculations and plotting of field and record data.
11. Office contouring of field data and one foot contour intervals.
12. Drafting of existing conditions Plan at a scale of 1"=20'.

Task 2 – Easement Documents: This task will include the following scope of items:

1. Initial coordination with Client.
2. Research at the Cook County Recorder's Office.
3. Office calculations and plotting of field and record data.
4. CAD drafting of the permanent drainage easement plats for the proposed easement areas.
5. Write legal description's for the proposed easement areas.
6. Final review and submittal by an Illinois Professional Land Surveyor.

**Task 3 – Hydraulic Analysis:** We will use the sewer size and invert information obtained in Task 1 to enhance the sewer modeling completed in the Flood Reduction Assessment. Incorporating the surveyed sizes and elevations will increase the accuracy of the model and may cause the originally proposed sewer sizes to be modified. In addition, the sewer modeling may have to be altered to avoid utility conflicts, including the anticipated conflict with the Village’s underground electric corridor. We will review the proposed sewer sizes and alignments for each project area to verify the feasibility of each project and to determine the required sewer sizing criteria. This task will be an iterative process while additional conflicts are identified in Tasks 4-8.

**Task 4 – Utility Coordination:** CBBEL will identify utilities that may have facilities within the project limits and send a Preliminary Utility Request to all known utility companies to obtain pertinent information. Based on the information received from the utility companies, CBBEL will include locations of all facilities on the plans, identify potential conflicts with the proposed project and design the proposed improvements to minimize utility conflicts.

**Task 4A – Electrical Utility Coordination:** CBBEL will coordinate with the existing ComEd utility cross-connect with the Village’s electrical system Tower Road at the location of the proposed elliptical pipe.

**Task 5 – Geotechnical Engineering/Soil Testing:** A geotechnical investigation will be performed by CBBEL’s subconsultant, Testing Service Corporation (TSC). The geotechnical investigation will include five pavement cores/soil borings to determine the existing cross-section of the pavements and underlying soil conditions. The soil will also be tested for potential contaminants. The report will be performed by a soils engineer and reviewed by CBBEL.

**Task 6 – Preliminary Engineering:** CBBEL will prepare the preliminary plans, specifications and cost estimates for the project.

We estimate the following plan sheets will be required with associated work hours:

SHEET HOURS	No. OF SHEETS	AVG. HOURS PER SHEET	HOURS
Title Sheet	1	8	8
General Notes	1	8	8
Summary of Quantities	1	16	16
Alignment Ties & Benchmarks	2	12	24
Typical Sections	1	16	16
Detour Plan	2	16	32
Existing Conditions/Removal Plan	7	12	84
Proposed Plan & Profile (scale 1"=-20')	14	18	252
Traffic Control & Protection (Typ Sects & Notes)	5	18	90
Junction Chambers	2	32	64
Construction Details	2	18	36
Water Quality Structure	1	32	32
Specifications	-	-	50
Cost Estimates/Quantity Calculations	-	-	80
QA/QC Reviews	-	-	32
<b>Total</b>	<b>39</b>		<b>824*</b>

\* Represents hours to complete Tasks 6 and 9.

Preliminary Plans, Specifications and a Cost Estimate will be submitted to the Village for review. This task includes one review meeting with Village Staff.

Task 7 – Permitting (USCOE and CCFPD): The proposed improvements associated with the new outlet to the lagoon on the CCFPD property near the southeast corner of Forest Way Drive and Tower Road Pond will require the following services. A wetland assessment and report will be completed and submitted to the U.S. Army Corps of Engineers to comply with Section 404 of the Clean Water Act. This task includes the preparation of the materials submitted to the CCFPD for approval of the new outlet.

Task 7.1 – Field Reconnaissance: An investigation of the project site will be completed to determine the limits of any wetlands or waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be located in relation to the project coordinate system.

Task 7.2 – Letter Report: The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (COE) Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

Task 7.3 – Corps of Engineers Joint Permit Application: CBBEL Environmental Resources Staff will prepare Corps Joint Permit Application. This information will include the required exhibits, specifications, data and project information. If necessary, this information will also be compiled and assembled for placement in permit application packages to the Illinois Environmental Protection Agency.

Task 7.4 – Preparation of Conceptual Mitigation Plans (if necessary): If necessary, based on the proposed site plan and impacts to wetland or buffer, an appropriate conceptual mitigation plan will be prepared. We will meet with the project team during the design of required mitigation to interface the conceptual wetland mitigation plan with other facets of the proposed development. This task will include preparation of the required Maintenance and Monitoring Plan.

Task 7.5 – Wetland Review Agency Coordination (if necessary): Before and during the permit review process, we expect to have meetings with the regulatory agencies, project engineer, and client. We also expect to have to prepare responses to comments received during the review process. We have budgeted for attendance at three meetings and included budget to cover the cost of submittal of one response to comments. If additional meetings, or responses to comments, are required they will be billed on a time and materials basis.

Task 8 - Village Board Presentation: Prior to finalizing the engineering plans, we will prepare a presentation for the Village Council and residents explaining the proposed project, timeline and discuss any concerns.

Task 9 – Final Engineering: Upon meeting with the Village staff to review their comments on the preliminary submittal, CBBEL will revise and finalize the contract documents and cost estimates. During this task the exact letting dates will be determined and estimated construction schedules will be provided.

Task 10 – Bid Assistance: CBBEL will assist the Village in advertising for bids, distribute plans and specifications to all bidders, and be present at the bid openings. CBBEL will review and tabulate all of the bids and make recommendations of award.

Task 11 – Agency Coordination and Project Meetings: Follow-up meetings with the project team, client and regulatory agencies can be expected to finalize required information and documentation. We have budgeted for 3 meetings that will be attended by a water resources engineer, environmental scientist and civil engineer. If more than 3 meetings are necessary, they will be billed as out of scope services on a Time and Materials basis.

**FEE**

The costs of the services provided are as follows and will not be exceeded without prior approval:

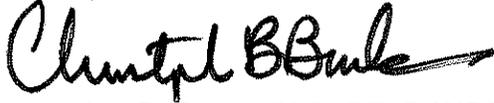
Task	Description	Cost
1	Topographic Survey	\$ 28,536
2	Easement Documents	\$ 11,932
3	Hydraulic Analysis	\$ 14,596
4	Utility Coordination	\$ 5076
4A	Electrical Utility Coordination	\$ 6,114
5	Geotechnical Engineering/Soil Testing	\$ 6,000
6	Preliminary Engineering	\$ 72,620
7	Permitting	\$ 3032
7.1	Field Reconnaissance	\$ 938
7.2	Letter Report	\$ 1,800
7.3	Corps of Engineers Joint Permit Application	\$ 2,412
7.4	Preparation of Conceptual Mitigation Plans (if necessary)*	\$ 2,680*
7.5	Wetland Review Agency Coordination (if necessary)*	\$ 2,412*
8	Village Board Presentation	\$ 3756
9	Final Engineering	\$ 36,738
10	Bid Assistance	\$ 3,286
11	Agency Coordination and Project Meetings	\$ 6,846
	Direct Costs	\$ 7,500
	Total:	\$216,274

\*If Necessary.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, F.ASCE  
President

Attachment: Standard Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS & CONDITIONS  
ACCEPTED FOR THE VILLAGE OF WINNETKA:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2012**

<u>Personnel</u>	Charges* (\$/Hr)
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

***Please note: In recognition of the economic challenges facing our clients, we have not increased our schedule of charges since January 2009.***

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

## AGENDA REPORT

**SUBJECT:**                           **Ordinance MC-7-2012 – Amending Sections 15.60.080 and 15.60.090 of the Winnetka Sign Code**

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

**REFERENCE:**                   September 21, 2010               Council Meeting, pp. 73 – 76  
January 18, 2011               Council Meeting, pp. 18 – 23  
February 8, 2011               Council Meeting, pp. 3 – 8

**DATE:**                             September 27, 2012

Chapter 15.60 of the Village Code establishes comprehensive regulations for various types of signs. Section 15.60.080 enumerates the types of signs that are permitted without a permit and without time limitations, while Section 15.60.090(A) lists the types of temporary signs that are permitted without a permit. Both sections contain size limitations and other conditions for the display of the signs that fall within their scope.

Effective January 1, 2011, pursuant to Public Act 96-904, Section 11-13-1 of the Illinois Municipal Code (65 ILCS 5/11-13-1) limited the authority of municipalities to regulate political signs on residential properties, regardless of home rule status. Specifically, Public Act 96-904 amended item (12) of the general statement of municipal zoning and land use regulatory authority, adding the italicized language below, so that item (12) now provides:

*“(12) to establish local standards solely for the review of the exterior design of buildings and structures, excluding utility facilities and outdoor off-premises advertising signs, and designate a board or commission to implement the review process; except that, other than reasonable restrictions as to size, no home rule or non-home rule municipality may prohibit the display of outdoor political campaign signs on residential property during any period of time, the regulation of these signs being a power and function of the State and, therefor [sic], this item (12) is a denial and limitation of concurrent home rule powers and functions under subsection (i) of Section 6 of Article VII of the Illinois Constitution.”*

To comply with the amended Section 11-13-1, the Village Council enacted Ordinance MC-1-2011, which removed the time limitations for political signs on residential properties by adding political signs on residential properties to the list of signs that are allowed in Section 15.60.080 without a permit and without a time limitation. Ordinance MC-1-2011 also set a size limitation of 6 square feet for outdoor political signs in both residential and non-residential districts. This size limitation was a reduction from the then-applicable limitation of 8 square feet, based on Community Development’s survey of yard signs, which disclosed that the slightly smaller size is the norm in Winnetka and other communities.

Ordinance MC-1-2011 also amended paragraph 4 of Section 15.60.090(A) to address political signs on non-residential properties and to clarify a previously existing ambiguity regarding the size of temporary signs. That amendment retained the different size standards for event signs, with on-site event signs allowed to have an area of up to 32 square feet, and off-site

signs, which are typically posted on residential properties, being limited to a smaller area. As with the size limitation for political signs on residential properties, Ordinance MC-1-2011 also reduced the size limitation for political signs on non-residential properties and off-premises event signs to the new 6 square-foot standard. Because non-residential political signs were not affected by Public Act 96-904, Ordinance MC-1-2011 retained the requirement to remove both non-residential political signs and event signs, regardless of location, no later than 7 days after the election or event.

Because signs are considered speech, they are subject to the protections of the First Amendment. Consequently, regulations of signs are limited to reasonable time, place and manner restrictions. The regulations must also be content neutral, which generally means that the content of a sign's message can't be the basis for treating it differently from other, similar signs.

The issue of content neutrality was raised earlier this year by a resident who threatened legal action against the Village after being asked to remove an over-sized political sign from his front yard. In response to that claim, the Village Attorney and Community Development staff have reviewed the 2011 amendments and have determined that it is advisable to amend the size limitations for outdoor political signs and similar temporary signs.

Accordingly, Ordinance MC-7-2012 would amend Sections 15.60.080 and 15.60.090 by increasing the maximum size for political signs from 6 square feet to 8 square feet, and making the same change for off-premises event signs in residential districts. This provides consistency of size in residential districts for political signs and such signs as garage sale signs, real estate sale signs and off-premises event signs. The current text of Sections 15.60.080 and 15.60.090 is attached for the Council's reference.

### **Attachments**

Ordinance MC-7-2012

Winnetka Village Code Sections 15.60.080 and 15.60.090

### **Recommendation:**

Consider introduction of Ordinance MC-7-2012, amending Chapter 15.60 of the Winnetka Village Code as it pertains to the size of signs.

**AN ORDINANCE  
AMENDING CHAPTER 15.60 OF THE WINNETKA VILLAGE CODE  
AS IT PERTAINS TO POLITICAL SIGNS**

**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**, in the exercise of its home rule powers, the Village has enacted Chapter 15.60 of the Winnetka Village Code, titled “Signs,” which contains comprehensive regulations of signs within the Village; and

**WHEREAS**, item (12) of Section 11-13-1 of the Illinois Municipal Code, 65 ILCS 5/11-13-1, as amended by Public Act 96-904, limits the exercise of home rule authority in the regulation of certain political signs; and

**WHEREAS**, on February 8, 2011, the Council of the Village of Winnetka (“Village Council”) enacted Ordinance MC-1-2011, which amended Chapter 15.60 to bring it into compliance with Public Act 96-904 and to otherwise clarify the requirements for political signs and for certain other signs allowed without a permit; and

**WHEREAS**, the Village Council find and determine that Chapter 15.60 should be amended further to clarify its regulations pertaining to certain political signs and to assure that its sign regulations are content neutral.

**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:** Section 15.60.080, “Signs allowed without a permit,” of Chapter 15.60, “Signs,” of Title 15 of the Winnetka Village Code, “Buildings and Construction,” is hereby amended to provide as follows:

**Section 15.60.080 Signs allowed without a permit.**

The following signs shall be allowed without a permit; provided that, the sign is not prohibited by Section 15.60.060 of this chapter; and ~~provided that, the sign it~~ complies with Section 15.60.130 of this chapter.

A. Permitted, nonilluminated temporary signs, ~~as provided described~~ in Section 15.60.090; ~~provided, the area of any such sign does not exceed the size limitations established therein;~~

B. Permitted, nonilluminated signs on single and two-family dwellings, as ~~described provided~~ in Section 15.60.100(A);

C. Permitted, nonilluminated signs of organizations, ~~as provided described~~ in Section 15.60.110; provided, the area of any such sign does not exceed eight (8) square feet;

D. (Repealed.)

E. Memorial plaques, building markers, cornerstones, historical plaques and similar designations displayed for noncommercial purposes; provided that, the area of any such signs does not exceed six (6) square feet;

F. Signs and pavement markings required by the police, fire or other governmental departments for the safety and convenience of the public;

G. Street or house number signs not exceeding one and one-half square feet in area;

H. Nonilluminated directional signs ~~which that~~ do not contain a commercial message, logo or illustration, and ~~which that~~ do not exceed three square feet in area;

I. Incidental signs; ~~provided that, they shall that do~~ not exceed one square foot in area.

(Ord. MC-209-98 § 2 (part), 1998; prior code § 27.08)

J. Self-supporting portable menu board signs displayed at restaurants or other food service establishments that offer food service for consumption on the premises, subject to the following limitations:

1. The signs shall be no more than 24 inches wide and 36 inches high, including support elements.

2. No restaurant or food service establishment shall be allowed more than one such sign.

3. The signs may be displayed only during the hours that the business is open to the public.

4. The signs may be placed on a public sidewalk, provided they do not extend more than two feet from the face of the building.

5. The signs may only be displayed between May 1 and November 30 of each year.

6. The proposed location of a sign for a restaurant with outdoor seating shall be depicted on the site plan submitted with the application for the outdoor seating permit and the sign shall be placed only in the location specified on the approved outdoor seating plan.

7. Notwithstanding the foregoing, the Village reserves the right to order the relocation or removal of any menu board sign if the Director determines that the sign poses a safety hazard for pedestrian or vehicular traffic.

K. Any outdoor sign located on residential property that pertains to an elections or political campaigns; ~~and that is located on residential property;~~ provided, that no such sign shall be ~~no~~ more than six (6) feet eight (8) square feet in area.

L. Subject to the approval of the Village Council, banners displayed on any utility pole, street light or lamp post in the Hubbard Woods or Elm Street business districts, provided the Village Council determines that the banner is not a commercial or political advertisement.

(Amended MC-7-2002 § 4, 08/06/02; Amended MC-3-2003, 03/04/03; Amended MC-1-2011, 2/8/11)

**SECTION 3:** Subsection A of Section 15.60.090, “Permitted temporary signs,” of Chapter 15.60, “Signs,” of Title 15 of the Winnetka Village Code, “Buildings and Construction,” is hereby amended to provide as follows:

**Section 15.60.090 Permitted temporary signs.**

A. Signs Permitted. The following temporary signs shall be allowed without a permit; provided, they meet the requirements of this section; and provided further, that, unless specifically provided otherwise, the area of the sign shall not exceed eight (8) square feet:

1. Nonilluminated real estate signs, advertising the sale or lease of the lot or premises on which they are located; provided that, any such sign shall be less than six feet in height. No more than one such sign shall be allowed on the lot or premises, except that on corner lots, there may be one such sign facing each street. All such signs shall be removed within seven days after the sale or lease of the premises.

2. Nonilluminated construction-site signs identifying the parties engaged in the design and construction on the lot or premises on which they are displayed, subject to the following conditions.

a. Any sign in a residential zoning district shall have an area of no more than eight square feet in area nor shall the top of the sign be more than six feet above grade.

b. Any such sign in a nonresidential zoning district shall be no more than sixteen (16) square feet in area nor shall the top of the sign be more than twelve (12) feet above grade.

c. No more than one such sign shall be allowed on the lot or premises.

d. All such signs shall be removed within seven days after completion of the work to which the sign pertains, as determined by the Director.

3. Decorations displayed in connection with civic, patriotic or religious holidays, except that they shall be removed within seven days after the specific holiday.

4. Certain signs pertaining to elections or political campaigns, and signs displayed by civic, philanthropic, religious or educational organizations regarding an event sponsored by the organization, subject to the following conditions:

a. No outdoor sign on non-residential property that pertains to elections or political campaigns ~~and that is located on non-residential property~~ shall be more than ~~six (6) feet~~ eight (8) square feet in area;

b. No sign that is for an event sponsored by a civic, philanthropic, religious or educational organization and that is located on the exterior of the premises of the organization sponsoring the event shall be more than thirty-two (32) square feet in area;

c. No sign that is for an event sponsored by a civic, philanthropic, religious or educational organization and that is located in an exterior location other than on the premises of the organization sponsoring the event shall be more than ~~six (6) feet~~ eight square (8) feet in area; and

d. Any sign subject to this paragraph 4 shall be removed no later than seven days after the election or event for which it was displayed.

5. Window signs displayed on nonresidential premises located in a commercial zoning district to advertise special sales of merchandise or special commercial events, subject to the following conditions:

a. No such sign may be illuminated,

b. No such sign shall be more than eight square feet in area and the total area of all window signs, both temporary and permanent, shall not exceed the ten (10) percent limitation for window signs as provided in Section 15.60.120(B)(1)(d),

c. No such sign shall be displayed for more than thirty (30) days;

6. Nonilluminated garage sale signs displayed on the residential property on which the sale is conducted, subject to the following conditions:

a. No such sign shall be more than eight square feet in area,

b. No more than one such sign shall be permitted on the lot or premises, except that on corner lots one such sign may face each street,

c. No such signs shall be displayed for more than seventy-two (72) hours.

7. Signs such as banners, balloons, and similar devices that are displayed on residential property in a single-family residential zoning district to announce a birth, birthday, anniversary or similar special occasion; provided, no such sign shall be displayed more than twelve (12) hours before the occasion, and no such sign shall be displayed for more than forty-eight (48) hours.

**SECTION 4:** 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 5:** 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 \_\_\_\_\_, 2011.

Signed:

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

Countersigned:

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

Introduced:

Posted:

Passed and Approved:

Posted:

**Excerpts of Chapter 15.60**  
**SIGNS**

**Section 15.60.080 Signs allowed without a permit.**

The following signs shall be allowed without a permit; provided that, the sign is not prohibited by Section 15.60.060 of this chapter; and provided that, the sign complies with Section 15.60.130 of this chapter.

A. Permitted, nonilluminated temporary signs described in Section 15.60.090; provided, the area of any such sign does not exceed the size limitations established therein;

B. Permitted, nonilluminated signs on single and two-family dwellings, as described in Section 15.60.100(A);

C. Permitted, nonilluminated signs of organizations described in Section 15.60.110; provided, the area of any such sign does not exceed eight square feet;

D. (Repealed.)

E. Memorial plaques, building markers, cornerstones, historical plaques and similar designations displayed for noncommercial purposes; provided that, the area of any such signs does not exceed six square feet;

F. Signs and pavement markings required by the police, fire or other governmental departments for the safety and convenience of the public;

G. Street or house number signs not exceeding one and one-half square feet in area;

H. Nonilluminated directional signs which do not contain a commercial message, logo or illustration, and which do not exceed three square feet in area;

I. Incidental signs; provided that, they shall not exceed one square foot in area.

(Ord. MC-209-98 § 2 (part), 1998: prior code § 27.08)

J. Self-supporting portable menu board signs displayed at restaurants or other food service establishments that offer food service for consumption on the premises, subject to the following limitations:

1. The signs shall be no more than 24 inches wide and 36 inches high, including support elements.

2. No restaurant or food service establishment shall be allowed more than one such sign.

3. The signs may be displayed only during the hours that the business is open to the public.

4. The signs may be placed on a public sidewalk, provided they do not extend more than two feet from the face of the building.

5. The signs may only be displayed between May 1 and November 30 of each year.

6. The proposed location of a sign for a restaurant with outdoor seating shall be depicted on the site plan submitted with the application for the outdoor seating permit and the sign shall be placed only in the location specified on the approved outdoor seating plan.

7. Notwithstanding the foregoing, the Village reserves the right to order the relocation or removal of any menu board sign if the Director determines that the sign poses a safety hazard for pedestrian or vehicular traffic.

K. Any outdoor sign that pertains to elections or political campaigns and that is located on residential property; provided, such sign shall be no more than six (6) feet in area.

L. Subject to the approval of the Village Council, banners displayed on any utility pole, street light or lamp post in the Hubbard Woods or Elm Street business districts, provided the Village Council determines that the banner is not a commercial or political advertisement.

(Amended MC-7-2002 § 4, 08/06/02; Amended MC-3-2003, 03/04/03; Amended MC-1-2011, 2/8/11)

**Section 15.60.090 Permitted temporary signs.**

A. Signs Permitted. The following temporary signs shall be allowed without a permit; provided, they meet the requirements of this section; and provided further, that, unless specifically provided otherwise, the area of the sign shall not exceed eight (8) square feet:

1. Nonilluminated real estate signs, advertising the sale or lease of the lot or premises on which they are located; provided that, any such sign shall be less than six feet in height. No more than one such sign shall be allowed on the lot or premises, except that on corner lots, there may be one such sign facing each street. All such signs shall be removed within seven days after the sale or lease of the premises.

2. Nonilluminated construction-site signs identifying the parties engaged in the design and construction on the lot or premises on which they are displayed, subject to the following conditions.

a. Any sign in a residential zoning district shall have an area of no more than eight square feet in area nor shall the top of the sign be more than six feet above grade.

b. Any such sign in a nonresidential zoning district shall be no more than sixteen (16) square feet in area nor shall the top of the sign be more than twelve (12) feet above grade.

c. No more than one such sign shall be allowed on the lot or premises.

d. All such signs shall be removed within seven days after completion of the work to which the sign pertains, as determined by the Director.

3. Decorations displayed in connection with civic, patriotic or religious holidays, except that they shall be removed within seven days after the specific holiday.

4. Certain signs pertaining to elections or political campaigns, and signs displayed by civic, philanthropic, religious or educational organizations regarding an event sponsored by the organization, subject to the following conditions:

a. No outdoor sign that pertains to elections or political campaigns and that is located on non-residential property shall be more than six (6) feet in area;

b. No sign that is for an event sponsored by a civic, philanthropic, religious or educational organization and that is located on the exterior of the premises of the organization sponsoring the event shall be more than thirty-two (32) square feet in area;

c. No sign that is for an event sponsored by a civic, philanthropic, religious or educational organization and that is located in an exterior location other than on the premises of the organization sponsoring the event shall be more than six (6) feet in area; and

d. Any sign subject to this paragraph 4 shall be removed no later than seven days after the election or event for which it was displayed.

5. Window signs displayed on nonresidential premises located in a commercial zoning district to advertise special sales of merchandise or special commercial events, subject to the following conditions:

a. No such sign may be illuminated,

b. No such sign shall be more than eight square feet in area and the total area of all window signs, both temporary and permanent, shall not exceed the ten (10) percent limitation for window signs as provided in Section 15.60.120(B)(1)(d),

c. No such sign shall be displayed for more than thirty (30) days;

6. Nonilluminated garage sale signs displayed on the residential property on which the sale is conducted, subject to the following conditions:

a. No such sign shall be more than eight square feet in area,

b. No more than one such sign shall be permitted on the lot or premises, except that on corner lots one such sign may face each street,

c. No such signs shall be displayed for more than seventy-two (72) hours.

7. Signs such as banners, balloons, and similar devices that are displayed on residential property in a single-family residential zoning district to announce a birth, birthday, anniversary or similar special occasion; provided, no such sign shall be displayed more than twelve (12) hours before the occasion, and no such sign shall be displayed for more than forty-eight (48) hours.

B. Removal of Signs. All signs permitted by this section shall be removed by the person displaying it. The director is authorized to remove any such sign that has not been removed within the time limits established by this section whenever such removal can be accomplished without entering a nonpublic portion of any building. In addition to any other penalty provided by this code, the person responsible for the posting or displaying of such sign shall pay the Village for the removal, such fee to be established by resolution of the Village Council.

(Ord. MC-1-2011, 2/8/2011; Ord. MC-209-98 § 2 (part), 1998: prior code § 27.09)

## **Agenda Report**

**Subject:**                   **Ordinance M-13-2012 - Land Rover Lease**

**Prepared by:**           Ed McKee, Finance Director

**Date:**                     September 25, 2012

The Village of Winnetka owns the property at the southeast corner of Winnetka Avenue and Green Bay Road, 93 Green Bay Road. Formerly the location of G&W Auto Repair, the site was identified as a future gateway park in the 1999 Comprehensive Plan, which also made acquisition a high priority. Consequently, when the property became available in 2001, the Village negotiated its purchase and acquired the property and all of its improvements on November 1, 2001 for \$650,000.

On January 9, 2002, the Village entered into a lease with Land Rover, which provided a revenue stream to offset the purchase price and kept the property on the tax rolls until the Village could flesh out all of its plans for the Indian Hill portion of the Green Bay Corridor. The lease was for an initial term of 5 years, with an automatic 5-year extension. Pursuant to that lease, Land Rover has been using the property for light repairs and for vehicle display and parking, while paying the Village rental fees of \$3,223.00 per month during the first 5-year term and \$3,707.00 a month during the second 5-year term, plus paying property taxes of about \$20,000 per year.

As part of the traffic signal and intersection improvements at Green Bay Road and Winnetka Avenue, the Village was required to convey a portion of the north west corner of the Property to the State. Although the 2001 lease reserved the Village's right to use that area for traffic signal improvements, the reduction in the size of the site reduces the amount of space available to Land Rover, and requires Land Rover to make more trips to a remote vehicle parking location.

Village Engineer Steve Saunders and I have met several times with Land Rover to see what could be done to mitigate the loss of parking spaces for Land Rover's business. However, the immediate area does not have any available capacity that could be transferred to Land Rover's use without negatively impacting other users. After further review, we identified about 10 to 12 spaces at the north end of the Indian Hill parking lot on Green Bay Road, near Sunset Road, that could be made available for Land Rover's use. While this location is not ideal for Land Rover, as it is almost a two block walk from the Land Rover "campus," it is the best option staff could identify.

Ordinance M-13-2012 authorizes a new lease with Land Rover, with the terms negotiated with Land Rover being set out in the draft agreement attached to Ordinance M-13-2012 as Exhibit A. Except for the length of the lease term and the modified space and compensation, the new lease is essentially the same as the original Land Rover lease. (A red-lined version of the lease is also attached for reference, following Lease Exhibits 1 and 2.)

The lease expired in January of this year, and the new Lease therefore dates back to January 9, 2012. The initial term of the new lease goes to January 9, 2014, which is the earliest the 180-day termination notice can go into effect. The initial monthly rent of \$3,300 reflects the smaller size of the property size and its corresponding reduced utility to Land Rover. Staff believes the proposed rent is fair, in that the 0.24-acre reduction in the space requires Land Rover to use off-site parking. While that off-site parking is being offered at no additional charge, it is in an underutilized parking area. It is also important to bear in mind that, in addition to keeping the property on the tax rolls, one of the principal goals of the lease is to preserve Land Rover's contribution to the Village's sales tax revenues.

**Attachments:**

- Ordinance M-13-2012
- Ordinance Exhibit A – Draft Lease
  - Lease Exhibit 1 – Map of Lease Premises
  - Lease Exhibit 2 – Parking Map
- Draft Lease – Red-lined text

**Recommendation:**

Consider introduction of Ordinance M-13-2012, authorizing a property lease with Fields PAG, Inc., d/b/a Land Rover Winnetka.

**ORDINANCE NO. M-13-2012**

**AN ORDINANCE  
AUTHORIZING A SHORT TERM LEASE OF VILLAGE PROPERTY  
TO LAND ROVER WINNETKA (93 Green Bay Road)**

**WHEREAS**, on November 1, 2001, pursuant to Ordinance M-22-2001, the Village of Winnetka purchased the property commonly known as 93 Green Bay Road (the “Property”), which is legally described as follows:

Lot 1 of the Woyner’s Subdivision in the North Half of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian, in the Village of Winnetka, in Cook County, Illinois; and

**WHEREAS**, on January 9, 2002, pursuant to Ordinance M-33-2001, the Village of Winnetka entered into a lease agreement that allowed M.E. Fields, Inc., a Delaware corporation authorized to do business in the State of Illinois, and doing business as Land Rover Winnetka, use the Property for the storage and servicing of vehicles in conjunction with its retail sales of new automobiles from its main showroom at 80 Green Bay Road; and

**WHEREAS**, Fields PAG, Inc., is a Florida corporation authorized to do business in the State of Illinois, and is the successor to M.E. Fields, doing business as Land Rover Winnetka; and

**WHEREAS**, the Village and Land Rover Winnetka have agreed to the terms and conditions of a new short-term lease, which is attached hereto as Exhibit A; and

**WHEREAS**, leasing the Property to Land Rover Winnetka subject to the terms and conditions set forth in Exhibit A is in the public interest, in that it allows the Village to recover some of the costs of acquiring the property, keeps the property on the tax rolls and assures that Land Rover Winnetka will remain on Green Bay Road within the Village of Winnetka, thereby securing continuing sales tax revenues and anchoring the Indian Hill commercial district; and

**WHEREAS**, Section 11-76-1 of Article 11 of the Illinois Municipal Code authorizes municipalities to lease municipally owned property for a term of up to 99 years; 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 the Village 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; and

**WHEREAS**, the Village Council find and determine that the leasing of property owned by the Village of Winnetka is a matter pertaining to the government and affairs of the Village.

**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 Council of the Village of Winnetka hereby approve an agreement for the lease of the Property to Fields PAG, Inc., doing business as Land Rover Winnetka, for the period from January 9, 2012, to and including December 31, 2014, with options for successive one-year extensions, said lease agreement being substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 3:** From and after the effective date of this Ordinance, the Village President and Village Clerk are hereby authorized and directed to execute the Lease and to do all things necessary and essential to carry out the provisions of the Lease.

**SECTION 4:** 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 5:** 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:

Posted:

Passed and Approved:

Posted:

## **PROPERTY LEASE**

**THIS LEASE AGREEMENT (“Lease”)**, dated January 9, 2012, is made by and between the **VILLAGE OF WINNETKA**, an Illinois special charter municipal corporation, and **FIELDS PAG, INC.**, a Florida corporation, authorized to do business in the State of Illinois, and doing business as **LAND ROVER WINNETKA**.

### **RECITALS**

A. The Village of Winnetka (the “Village”) is an Illinois special charter municipality located in the County of Cook. Pursuant to Ordinance M-22-2001, the Village, on November 1, 2001, purchased the property commonly known as 93 Green Bay Road (the “Property”), which is legally described as follows:

Lot 1 of the Woyner’s Subdivision in the North Half of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian, in the Village of Winnetka, in Cook County, Illinois.

B. The Property is located at the southeast corner of Winnetka Avenue and Green Bay Road and has been identified in the Comprehensive Plan, Winnetka 2020, as a location for a future Village park. The Property is bordered on the east by the Union Pacific Railroad right-of-way and is bordered on the south by the South Indian Hill Parking Lot, which is owned by the Village of Winnetka.

C. The Property is the former site of G & W Auto Repair and is improved with a service garage, air compressor, underground lift and a 3-tank waste oil heating system.

D. Fields PAG, Inc., (“Lessee”) is a Florida corporation authorized to do business in the State of Illinois, and now does business as Land Rover Winnetka, a retail automobile sales and services business located at 80 Green Bay Road, Winnetka, Illinois, pursuant to a special use permit and license agreement authorized by Ordinance M-456-96.

E. Lessee is also the successor lessee of the Property, which was leased to M.E. Fields, Inc., effective January 9, 2001, pursuant to a lease approved by Ordinance M-33-2001 (“2001 Lease”).

F. Pursuant to Section 7.C of the 2001 Lease, the Property has been reduced by 0.24 acres, as depicted in the shaded area of Exhibit A to this Lease, to allow for the improvements to the roadway and traffic signals at the intersection of Green Bay Road and Winnetka Road.

G. The Village and Lessee have agreed to terms and conditions whereby the Village will continue to lease the Property, as depicted in Exhibit A, to Lessee for the storage and servicing of vehicles in conjunction with Lessee’s retail sales of new automobiles from its main showroom at 80 Green Bay Road.

**NOW, THEREFORE**, in consideration of the rent and other covenants and agreements set forth herein, the Village of Winnetka (the “Village”) and Fields PAG, Inc., d/b/a Land Rover Winnetka (the “Lessee”) agrees as follows:

**SECTION 1: Scope of Lease.**

A. Subject to the terms and conditions hereinafter set forth, the Village hereby leases the property commonly known as 93 Green Bay Road, as depicted in the survey attached hereto as Lease Exhibit A, subject to the exclusion of the shaded area in said Lease Exhibit A, but including all improvements on the Property (collectively, the “Lease Premises”), to Lessee for the storage, minor servicing and cleaning of vehicles in conjunction with Lessee’s retail sales of new automobiles from its main showroom at 80 Green Bay Road.

B. In addition to the Lease Premises, the Village agrees to provide parking for approximately 14 vehicles at the north end of the public parking lot located on the east side of Green Bay Road and north of Winnetka Avenue, adjacent to the METRA right of way, in the area depicted in the attached Lease Exhibit B (“Sunset Parking Area”). Lessee shall be entitled to park vehicles in the striped spaces of the Sunset Parking Area 24 hours a day. During the hours that Lessee is open for business, Lessee shall also be entitled to park vehicles in the aisle located directly north of the Sunset Road entrance to the Sunset Parking Area.

**SECTION 2: Limitation of Rights Granted.** This lease does not grant any rights to the Lessee other than those specifically stated herein. This lease is not intended in any way to modify the terms and conditions of Ordinance M-456-96 and the 1996 License Agreement for the use of the public alley in conjunction with the special use permit granted pursuant to said Ordinance M-456-96.

**SECTION 3: Alterations, Maintenance and Condition of Property.**

A. Lessee acknowledges that it is taking the Lease Premises as-is and that any alterations, modifications or improvements made to the Lease Premises will be made at Lessee’s own expense.

B. No structural changes shall be made to the building on the Lease Premises without the prior written approval of the Village Manager.

C. The Lessee shall be responsible for obtaining, at its own expense, such permits and approvals as may be required under applicable Village of Winnetka ordinance for work done on the building or any part of the Lease Premise. If any proposed work is subject to the certificate of appropriateness requirements of the Winnetka Village Code, the Design Review Board shall consider the Lessee’s application and submit a recommendation to the Village Council, which shall make the final determination as to whether the certificate shall be issued.

D. Lessee shall maintain the Lease Premises in good order and repair as long as Lessee remains in possession of the Property.

E. Lessee’s use of the Lease Premises shall at all times be in compliance with all federal, State and local environmental laws, rules, regulations and standards. Lessee shall not permit any pollutant, toxic substance or hazardous material to be released or discharged from the Lease Premises into the public way or onto any other property, and the Lessee shall be solely responsible for the cost of any remedial action that may be necessary to clean up any such pollutant, toxic substance or hazardous material. A violation of this paragraph by the Lessee shall be a material breach of this lease and shall entitle the Village to terminate this Lease for default.

**SECTION 4: Term.** This Lease shall be in effect from January 9, 2012, to and including December 31, 2014 (“Initial Lease Term”), unless otherwise terminated as provided in this Lease. This Lease shall automatically be extended for successive one-year terms (each of which shall be referred to as “Additional Lease Term”), unless either party notifies the other, as provided in Section 10, below, at least 180 days before the end of the Initial Lease Term or any Additional Lease Term, as the case may be, of the notifying party’s intent to terminate the Lease at the end of the then-current lease term.

**SECTION 5: Rent and Taxes.**

A. During the Initial Lease Term, and for any Additional Lease Term through December 31, 2014, Lessee agrees to pay Lessor a monthly rental fee of \$3,300.00, which shall be paid to the Village on or before the first day of each month. For each Additional Lease Term that begins on or after January 1, 2015, the monthly rental fee shall be increased by 5% over the monthly rental fee of the previous lease term.

B. The Lessee shall pay, when due, all applicable taxes levied against the Property. Lessee understands that property tax bills are issued in the year following the property tax levy and that Lessee’s obligation to pay any taxes associated with this Lease shall continue until Lessee has paid all such taxes levied against the Property for the period of time this Lease, including all extensions, is in effect.

C. The failure of Lessee to pay the monthly rent or any applicable taxes when due shall be a material breach of this lease and shall entitle the Village to terminate this Lease for default.

**SECTION 6: Liability, Indemnification and Insurance.**

A. The Lessee hereby waives any and all claims that it, its employees, agents, successors and assigns may now have or may have in the future against the Village, its officers, employees, agents, successors or assigns, arising in whole or in part from the Lessee’s use of the Lease Premises under this Lease.

B. The Lessee shall defend and hold harmless the Village, its officers, employees, agents, successors and assigns, from and against any and all claims, losses, liabilities and costs, including but not limited to reasonable attorneys' fees, incurred by the Village, its officers, employees, successors and assigns for any damage or injury to property or persons, including third parties, arising in any way out of the applicant's use of the Lease Premises. The Lessee’s duties under this paragraph shall not be limited by any limitations on insurance policies obtained by the Lessee.

C. At all times while this Lease remains in effect, the Lessee shall procure and maintain liability insurance in the amount of at least \$2,000,000 to secure Lessee’s performance of its obligations under the preceding paragraph.

D. At all times while this Lease remains in effect, the Lessee shall procure and maintain fire and extended coverage insurance upon the Lease Premises to their full insurable value.

E. The Village shall be named as an additional insured on all insurance policies required under this Lease. Lessee shall maintain on file with the Village current certificates of insurance, in a form acceptable to the Director of Finance, as evidence that the required insurance has been procured and remains in full force.

**SECTION 7: Reservation of Rights.**

A. The Village reserves the right to adopt, from time to time, in addition to the provisions contained herein, such ordinances, rules and regulations as the Village Council may deem necessary in the exercise of the police power for the protection of the health, safety and welfare of the Village's citizens and their properties;

B. The Village reserves the right to enforce reasonable regulations concerning access to or use of the public ways or public property, including access to the Lease Premises, as may from time to time be provided by ordinance; and

C. In addition to any other remedies the Village may have, the Village reserves the right to terminate this lease if Lessee fails to comply with all of the terms of this Lease and with all of the terms of Ordinance M-456-96 and the 1996 License Agreement between the Village and Lessee.

D. The Village reserves the right to waive any breach by Lessee of any of the covenants contained in this Lease. Such waiver shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Village from declaring that the Lessee is in default under this Lease for any succeeding breach of this Lease, whether the breach is of the same condition or covenant, or of another condition or covenant.

**SECTION 8: Termination.** This Lease shall be subject to termination by the Village in the event that the Lessee is in default of the performance of any of its obligations under this agreement and fails to cure the default within ten days after receiving written notice from the Village.

**SECTION 9: Assignment and Transfer.** The Lessee shall not assign, transfer, sublease, pledge, surrender or otherwise encumber or dispose of this Lease or any estate created by this Lease or any interest in any portion of the Lease, or permit any other person(s), company or corporation to occupy the premises without first obtaining the written consent of the Village.

**SECTION 10: Notices.** All notices to any party shall be in writing and shall be served by first class postage to the parties at the following address:

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

If to Fields PAG, Inc.: Fields PAG, Inc., d/b/a  
Land Rover Winnetka  
80 Green Bay Road  
Winnetka, Illinois 60093  
Attention: Centre Manager

**SECTION 11: Miscellaneous Provisions.**

A. The Lessee shall not allow or cause any lien or encumbrance to be recorded against the Property at any time.

B. The Lessee shall allow the Lessor's authorized representatives access to the Lease Premises at all reasonable hours, for the purpose of examining and inspecting the premises, for the purposes necessary or connected with the performance of its obligations under this Lease or in the exercise of its governmental functions.

C. It is understood and agreed that the only relationship intended to be created by this Lease between the Village and Lessee is that of lessor and lessee, or landlord and tenant, and that nothing in this Lease is intended or should be construed as creating or establishing any other relationship between the parties, such as partners or joint venturers, or as constituting either party as the agent, representative or employee of the other party, for any purpose or in any manner.

D. Lessee's use of the Lease Premises shall at all times be in compliance with all applicable ordinances, rules and regulations of the Village of Winnetka and with all laws, statutes, rules and regulations of any other governmental entity having jurisdiction over the Property and/or Lessee's operations. Lessee shall obtain and maintain all permits and licenses necessary for it to lawfully operate the Lease Premises.

E. Lessee shall pay to the Village all fees for municipal services provided to the Lessee or to the Lease Premises during the term of this Lease, including but not limited to, water and electric services.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly signed and sealed in duplicate counterparts by their authorized officers, effective as of the date first written above.

VILLAGE OF WINNETKA

By: \_\_\_\_\_  
Village President

Attest:

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

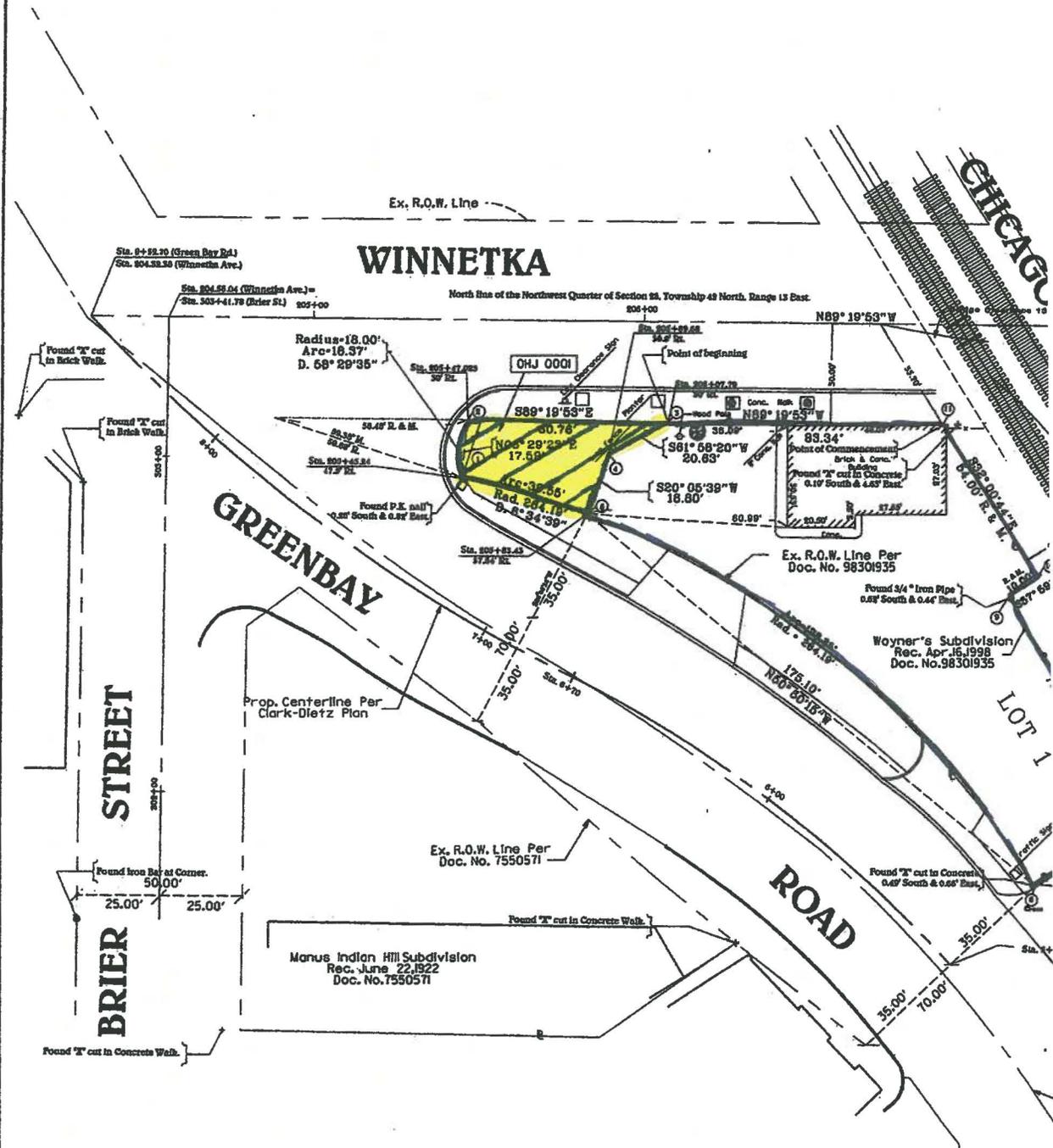
FIELDS PAG, INC.,  
D/B/A LAND ROVER WINNETKA

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

Attest:  
(Seal)

\_\_\_\_\_  
Secretary

PART OF THE NE 1/4 & NW 1/4 OF SECTION 28, TWP. 42 N., R. 13 E. OF T



PARCEL NUMBER	OWNER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT		EASEMENT PURPOSE	PERMANENT INDEX NUMBER	AC
						ACRES	SQUARE FEET			
OHJ 0001	Village of Winnetka	0.2478	0.024	—	0.224	—	—		05-28-103-129-0000	

ROUTE NAME SECTION COUNTY JOB NO. REVISION DATE

..U2\_ROW\_IDOT\_w-hpo.dgn 2/17/2011 8:37:58 AM





MapOffice™ Land Rover Option 1



Lease Exhibit 2

## PROPERTY LEASE

THIS LEASE AGREEMENT (“Lease”), dated January 9, 2012, ~~\_\_\_\_\_~~, ~~2001~~, is made by and between the VILLAGE OF WINNETKA, an Illinois special charter municipal corporation, and ~~M. E. FIELDS, INC., a Delaware corporation,~~ FIELDS PAG, INC., a Florida corporation, authorized to do business in the State of Illinois, and doing business as LAND ROVER WINNETKA.

### RECITALS

A. The Village of Winnetka (the “Village”) is an Illinois special charter municipality located in the County of Cook. Pursuant to Ordinance M-22-2001, the Village, on November 1, 2001, purchased the property commonly known as 93 Green Bay Road (the “Property”), which is legally described as follows:

Lot 1 of the Woyner’s Subdivision in the North Half of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian, in the Village of Winnetka, in Cook County, Illinois.

B. The Property is located at the southeast corner of Winnetka Avenue and Green Bay Road and has been identified in the Comprehensive Plan, Winnetka 2020, as a location for a future Village park. The Property is bordered on the east by the Union Pacific Railroad right-of-way and is bordered on the south by the South Indian Hill Parking Lot, which is owned by the Village of Winnetka.

C. The Property is the former site of G & W Auto Repair and is improved with a service garage, air compressor, underground lift and a 3-tank waste oil heating system.

D. ~~M. E. Fields, Inc.,~~ FIELDS PAG, Inc., (“Lessee”) is a ~~Delaware~~ Florida corporation authorized to do business in the State of Illinois, and now does business as Land Rover Winnetka, a retail automobile sales and services business; located at 80 Green Bay Road, Winnetka, Illinois, pursuant to a special use permit and license agreement authorized by Ordinance M-456-96.

E. Lessee is also the successor lessee of the Property, which was leased to M.E. Fields, Inc., effective January 9, 2001, pursuant to a lease approved by Ordinance M-33-2001 (“2001 Lease”).

F. Pursuant to Section 7.C of the 2001 Lease, the Property has been reduced by 0.24 acres, as depicted in the shaded area of Exhibit A to this Lease, to allow for the improvements to the roadway and traffic signals at the intersection of Green Bay Road and Winnetka Road.

G. E.—The Village and Lessee have agreed to terms and conditions whereby the Village will continue to lease the Property, as depicted in Exhibit A, to Lessee for the storage and servicing of vehicles in conjunction with Lessee’s retail sales of new automobiles from its main showroom at 80 Green Bay Road.

**NOW, THEREFORE**, in consideration of the rent and other covenants and agreements set forth herein, the Village of Winnetka (the “Village”) and ~~M. E. Fields, Inc.,~~ FIELDS PAG, Inc., d/b/a Land Rover Winnetka (the “Lessee”) agrees as follows:

**SECTION 1: Scope of Lease of Premises.**

A. Subject to the terms and conditions hereinafter set forth, the Village hereby leases the property commonly known as 93 Green Bay Road, as depicted in the survey attached hereto as Lease Exhibit A, subject to the exclusion of the shaded area in said Lease Exhibit A, but including all improvements ~~thereon~~ on the Property (collectively, the “Lease Premises”), to Lessee for the storage, minor servicing and cleaning of vehicles in conjunction with Lessee’s retail sales of new automobiles from its main showroom at 80 Green Bay Road.

B. ~~—~~In addition to the Lease Premises, the Village agrees to provide parking for approximately 14 vehicles at the north end of the public parking lot located on the east side of Green Bay Road and north of Winnetka Avenue, adjacent to the METRA right of way, in the area depicted in the attached Lease Exhibit B (“Sunset Parking Area”). Lessee shall be entitled to park vehicles in the striped spaces of the Sunset Parking Area 24 hours a day. During the hours that Lessee is open for business, Lessee shall also be entitled to park vehicles in the aisle located directly north of the Sunset Road entrance to the Sunset Parking Area.

**SECTION 2: Limitation of Rights Granted.** This lease does not grant any rights to the Lessee other than those specifically stated herein. This lease is not intended in any way to modify the terms and conditions of Ordinance M-456-96 and the 1996 License Agreement for the use of the public alley in conjunction with the special use permit granted pursuant to said Ordinance M-456-96.

**SECTION 3 Alterations, Maintenance and Condition of Property.**

A. Lessee acknowledges that it is taking the Lease Premises as-is and that any alterations, modifications or improvements made to the Lease Premises will be made at Lessee’s own expense.

~~B. Lessee and the Village shall develop a mutually agreeable plan for exterior improvements to improve the appearance of the Property. The exterior improvements shall be made at the Lessee’s expense shall include, but not limited to, general clean up, signage and landscaping.~~

~~B.~~ C.—No structural changes shall be made to the building on the Lease Premises without the prior written approval of the Village Manager.

~~C.~~ D.—The Lessee shall be responsible for obtaining, at its own expense, such permits and approvals as may be required under applicable Village of Winnetka ordinance for work done on the building or any part of the Lease Premise. If any proposed work is subject to the certificate of appropriateness requirements of the Winnetka Village Code, the Design Review Board shall consider the Lessee’s application and submit a recommendation to the Village Council, which shall make the final determination as to whether the certificate shall be issued.

~~D.~~ E.—Lessee shall maintain the Lease Premises in good order and repair as long as Lessee remains in possession of the Property.

~~E.~~ F.—Lessee’s use of the Lease Premises shall at all times be in compliance with all federal, State and local environmental laws, rules, regulations and standards. Lessee shall not permit any pollutant, toxic substance or hazardous material to be released or discharged from the Lease Premises into the public way or onto any other property, and the Lessee shall be solely responsible for the cost of any remedial action that may be necessary to clean up any such pollutant, toxic substance or hazardous material. A violation of this

paragraph by the Lessee shall be a material breach of this lease and shall entitle the Village to terminate this Lease for default.

~~**SECTION 4: Term.** This Lease shall remain in effect for a period of five (5) years, beginning on unless otherwise terminated as provided in this Lease. This Lease shall automatically be extended for an additional term of five (5) years, unless the Lessee notifies the Village, at least 120 days before the end of the initial 5-year term, of Lessee's intent to terminate the Lease at the end of the 5-year term.~~

**SECTION 4: Term.** This Lease shall be in effect from January 9, 2012, to and including January 9, 2014 ("Initial Lease Term"), unless otherwise terminated as provided in this Lease. This Lease shall automatically be extended for successive one-year terms (each of which shall be referred to as "Additional Lease Term"), unless either party notifies the other, as provided in Section 10, below, at least 180 days before the end of the Initial Lease Term or any Additional Lease Term, as the case may be, of the notifying party's intent to terminate the Lease at the end of the then-current lease term.

**SECTION 5: Rent and Taxes.**

~~\_\_\_\_\_ A. During the term of this Lease, Lessee agrees to pay Lessor a monthly rental fee of \$3,300.00, \$3,223.00, which shall be paid to the Village before the first day of each month. If the lease is extended for a second term of five years, the monthly rent shall be increased by 15%, to \$3,707.00 per month.~~

\_\_\_\_\_ A. During the Initial Lease Term, and for any Additional Lease Term through December 31, 2014, Lessee agrees to pay Lessor a monthly rental fee of \$3,300.00, which shall be paid to the Village on or before the first day of each month. For each Additional Lease Term that begins on or after January 1, 2015, the monthly rental fee shall be increased by 5% over the monthly rental fee of the previous lease term.

B. The Lessee shall pay, when due, all applicable taxes ~~assessed-levied~~ against the Property. Lessee understands that property tax bills are issued in the year following the property tax levy and that Lessee's obligation to pay any taxes associated with this Lease will terminate when shall continue until Lessee has paid all such taxes assessed-levied against the Property for the period of time this Lease, including all extensions, is in effect. Lessee occupies the Lease Premises.

C. The failure of Lessee to pay the monthly rent or any applicable taxes when due shall be a material breach of this lease and shall entitle the Village to terminate this Lease for default.

**SECTION 6: Liability, Indemnification and Insurance.**

A. The Lessee hereby waives any and all claims that it, its employees, agents, successors and assigns may now have or may have in the future against the Village, its officers, employees, agents, successors or assigns, arising in whole or in part from the Lessee's use of the Lease Premises under this Lease.

B. The Lessee shall defend and hold harmless the Village, its officers, employees, agents, successors and assigns, from and against any and all claims, losses, liabilities and costs, including but not limited to reasonable attorneys' fees, incurred by the Village, its officers, employees, successors and assigns for any damage or injury to property or persons, including third parties, arising in any way out of the applicant's use of the Lease Premises. The Lessee's duties under this paragraph shall not be limited by any limitations on insurance policies obtained by the Lessee.

C. At all times while this Lease remains in effect, the Lessee shall procure and maintain liability insurance in the amount of at least \$2,000,000 to secure Lessee's performance of its obligations under the preceding paragraph.

D. At all times while this Lease remains in effect, the Lessee shall procure and maintain fire and extended coverage insurance upon the Lease Premises to their full insurable value.

E. The Village shall be named as an additional insured on all insurance policies required under this Lease. Lessee shall maintain on file with the Village current certificates of insurance, in a form acceptable to the Director of Finance, as evidence that the required insurance has been procured and remains in full force.

**SECTION 7: Reservation of Rights.**

A. The Village reserves the right to adopt, from time to time, in addition to the provisions contained herein, such ordinances, rules and regulations as the Village Council may deem necessary in the exercise of the police power for the protection of the health, safety and welfare of the Village's citizens and their properties;

B. The Village reserves the right to enforce reasonable regulations concerning access to or use of the public ways or public property, including access to the Lease Premises, as may from time to time be provided by ordinance; and

~~C. The Village reserves the right to use a portion of the northwest corner of the Lease Premises, as depicted in the shaded area of the plat of survey attached hereto and incorporated herein as Exhibit A, for upgrading the traffic signals and relocating the traffic signal supports for the intersection of Winnetka Avenue and Green Bay Road.~~

~~C. D.~~ In addition to any other remedies the Village may have, the Village reserves the right to terminate this lease if Lessee fails to comply with all of the terms of this Lease and with all of the terms of Ordinance M-456-96 and the 1996 License Agreement between the Village and Lessee.

~~D. F.~~ The Village reserves the right to waive any breach by Lessee of any of the covenants contained in this Lease. Such waiver shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Village from declaring that the Lessee is in default under this Lease for any succeeding breach of this Lease, whether the breach is of the same condition or covenant, or of another condition or covenant.

**SECTION 8: Termination.** This Lease shall be subject to termination by the Village in the event that the Lessee is in default of the performance of any of its obligations under this agreement and fails to cure the default within ten days after receiving written notice from the Village.

**SECTION 9: Assignment and Transfer.** The Lessee shall not assign, transfer, sublease, pledge, surrender or otherwise encumber or dispose of this Lease or any estate created by this Lease or any interest in any portion of the Lease, or permit any other person(s), company or corporation to occupy the premises without first obtaining the written consent of the Village.

**SECTION 10: Notices.** All notices to any party shall be in writing and shall be served by first class postage to the parties at the following address:

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

~~If to M. E. Fields, Inc.:~~ ~~M. E. Fields, Inc., d/b/a~~  
~~If to Fields PAG, Inc.:~~ ~~Fields PAG, Inc., d/b/a~~  
Land Rover Winnetka  
80 Green Bay Road  
Winnetka, Illinois 60093  
Attention: Centre Manager

**SECTION 11: Miscellaneous Provisions.**

~~A. Until May 1, 2002, Lessee shall allow the prior owner, G & W Auto Service, to place a sign on the Property informing the public of the new location of G & W. The sign shall be no larger than two feet by three feet and shall be placed in a mutually agreeable location on the Property that does not interfere with Lessee's signage.~~

~~A. B.~~—The Lessee shall not allow or cause any lien or encumbrance to be recorded against the Property at any time.

~~B. C.~~—The Lessee shall allow the Lessor's authorized representatives access to the Lease Premises at all reasonable hours, for the purpose of examining and inspecting the premises, for the purposes necessary or connected with the performance of its obligations under this Lease or in the exercise of its governmental functions.

~~C. D.~~—It is understood and agreed that the only relationship intended to be created by this Lease between the Village and Lessee is that of lessor and lessee, or landlord and tenant, and that nothing in this Lease is intended or should be construed as creating or establishing any other relationship between the parties, such as partners or joint venturers, or as constituting either party as the agent, representative or employee of the other party, for any purpose or in any manner.

~~D. E.~~—Lessee's use of the Lease Premises shall at all times be in compliance with all applicable ordinances, rules and regulations of the Village of Winnetka and with all laws, statutes, rules and regulations of any other governmental entity having jurisdiction over the Property and/or Lessee's operations. Lessee shall obtain and maintain all permits and licenses necessary for it to lawfully operate the Lease Premises.

~~E. F.~~—Lessee shall pay to the Village all fees for municipal services provided to the Lessee or to the Lease Premises during the term of this Lease, including but not limited to, water and electric services.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly signed and sealed in duplicate counterparts by their authorized officers, effective as of the date first written above.

VILLAGE OF WINNETKA

By: \_\_\_\_\_  
Village President

Attest:

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

FIELDS PAG, INC., M.E. FIELDS, INC.,  
D/B/A LAND ROVER WINNETKA

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

Title:

Attest:

(Seal)

\_\_\_\_\_  
Secretary

To: Village Council  
 From: Ed McKee, Jr., Finance Director *EM*  
 Date: September 24, 2012  
 Re: 2012 Property Tax Levy Analysis

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

Historical Data

The Village's share of a typical Winnetkan's total property tax bill has declined 22.5% from 17.23% in 1997 to 13.36% today. This reduction was achieved by reducing employee headcount from 178 in 1989 to 154 currently. Over the last 14 years, the Village's property taxes have grown slightly less than the rate of inflation for a typical homeowner. The following chart contrasts the distribution of property taxes among the taxing districts in 1997 and 2011 for a hypothetical tax payer. The hypothetical taxpayer is assumed to have a 1997 property tax bill of \$14,877 and a 2011 property tax bill of \$26,345.

**Comparison of Property Taxes Paid  
 Typical Taxing Districts in Winnetka  
 2011 Versus 1997**

2012.09.17

	1997 *			2011 **			Increase in Taxes Paid	% Change
	Tax Rate	Taxes Paid	%	Tax Rate	Taxes Paid	%		
Winnetka Public Schools	2.723	\$4,712	31.67%	2.782	\$10,460	39.70%	\$5,748	122.0%
New Trier High School	1.967	\$3,404	22.88%	1.674	\$6,294	23.89%	\$2,890	84.9%
<b>Village of Winnetka</b>	<b>1.481</b>	<b>\$2,563</b>	<b>17.23%</b>	<b>0.936</b>	<b>\$3,519</b>	<b>13.36%</b>	<b>\$956</b>	<b>37.3%</b>
Cook County	1.028	\$1,779	11.96%	0.520	\$1,955	7.42%	\$176	9.9%
Winnetka Park District	0.445	\$770	5.18%	0.310	\$1,166	4.43%	\$396	51.4%
Water Reclamation District	0.451	\$780	5.24%	0.320	\$1,203	4.57%	\$423	54.2%
All Others	0.502	\$869	5.84%	0.465	\$1,748	6.63%	\$879	101.2%
<b>Total</b>	<b>8.597</b>	<b>\$14,877</b>	<b>100.00%</b>	<b>7.007<sup>†</sup></b>	<b>\$26,345</b>	<b>100.00%</b>	<b>\$11,468</b>	<b>77.1%</b>

Consumer Price Index - U	158.600	219.179	<b>14 Year Increase in CPI &gt;&gt;</b>	<b>38.2%</b>
CPI Index (December, 14 years)	1996	2010	Annual Geometric Mean >	2.3%

\* 1997 Property taxes paid in March and August 1998.  
 \*\* 2011 Property taxes paid in March and August 2012.

Below is a graph that depicts how much of each property tax dollar is received by the various taxing districts. The Villages receives 13.36 cents of every property tax dollar paid:



In 2005 the Village established a formal process to evaluate the prior tax levy for the next year. The staff was instructed to analyze four key measures of financial strength on a scale of 1 to 10. A higher score reflects a stronger financial position, which should allow for a lower property tax request.

Below is a summary of the factor ratings for the 2012 property tax levy (see note 1 for detail on the factors and evaluation criteria):

Factor	Levy Year					
	2012	2011	2010	2009	2008	2007
Budget Projections	9	8	8	8	8	8
Cash Reserves	10	10	10	10	10	9
Projected Capital ##	7	8	8	8	8	8
Pension Funding	4	4	4	4	6	6
<b>Total</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>32</b>	<b>31</b>

## The 2012 property tax levy column anticipates drawing down \$3 million to \$6 million for stormwater projects in the 2013/14 budget.

The Village has kept property tax increases to less than that allowed by tax caps for non-home rule communities. Tax caps essentially limit the percentage increase in the property tax levy to the percentage increase in the consumer price index for the prior December, plus the increase in the tax base attributable to new development. The December 2011 CPI increased 3.0%, so that is the first part of the calculation of how much a non-home rule community could increase property taxes.

The next piece of the calculation involves some judgment and is an estimate. The Village receives a report each fall from Cook County that indicates the amount the tax base increased due to new development (new homes, remodeling, commercial building activity, etc.). The average new development increase, as shown on the Village of Winnetka Tax Levy History Sheet, is 1.5% from 2001 to 2011. Unfortunately, the increase in new development does not correlate well with building department data. For example, the 2010 and 2011 new development increase was 0.9% despite an increase in building permit revenues. The Staff believes adjusting the long-term average rate down 0.2% is reasonable, though it would not be surprising if the new development amount for 2012 ends up in the 0.9% range as it has the last two years.

Given the Village’s overall financial position, a property tax levy increase of 1.7% or \$45 on a \$20,000 property tax bill (*see note 2*), for existing homeowners is recommended.

Because new development is an estimate, the exact impact of the proposed property tax levy is a range. The chart below summarizes that a taxpayer is likely to see an increase of between 1.5% (\$40 annual increase) and 2.1% (\$56 annual increase) based on the staff’s recommendation and a \$20,000 property tax bill. The non-home rule increase is 3.0% or \$80 for the same taxpayer. Cumulatively, the Village is under the tax cap amount by 3.9% or \$104 annually on a \$20,000 property tax bill (*see note 3*).

Below is a chart summarizing property tax increase percentages under different assumptions:

	Amount Recommended	If new Development is 1.5%	If new Development is 0.9%	Estimated Non-Home Rule Limit
Existing residential increase	1.7%	1.5%	2.1%	3.0%
\$20,000 taxpayer cost	\$45	\$40	\$56	\$80
New development	1.3%	1.5%	0.9%	1.3%
Property tax increase to Village	3.0%	3.0%	3.0%	4.3%

From a budget standpoint, the Village has settled the police and fire union contracts so that there is certainty in budgeting wage adjustments for the next two years. The pay adjustments and other changes, such as increasing the employee contribution for health insurance costs, should keep the need for new dollars to a level that is within the tax cap limits.

**The proposed 2012 property tax levy provides additional dollars for operating needs only and does not generate any additional dollars for stormwater improvements.**

Capital Improvements:

If the Village Council wanted to increase property taxes beyond the 1.7% for existing residents reflected in the prior analysis, that could be a logical policy decision given the likely stormwater expenditures over the next few years. Staff did not feel comfortable making a higher tax levy recommendation given that the capital plan is subject to change and program costs are still being refined.

In the 2013/2014 capital plan year alone it is anticipated that \$6 million dollars will be invested in stormwater projects. This will reduce General Fund reserves by 1/3<sup>rd</sup> from \$24.39 million on 4/1/2012 to \$16.11 million on 3/31/2014 if bonds are not issued to pay for these improvements. The Village would also be issuing a substantial amount of bonds should major stormwater infrastructure be installed to drain storm water from the western portion of the community into Lake Michigan. A minimum General Fund reserve balance target of \$11 million has been discussed by previous Councils, leaving a discretionary balance of around \$5.1 million.

As a point of reference, each 1% increase in the property tax levy generates about \$135,000 of annual revenue for the Village and increases the amount of property taxes paid by a homeowner (with a \$20,000 total property tax bill) by \$26 per year. Another point of reference is how debt issuance costs might impact the property tax levy. For example, a \$10,000,000 bond with a 4% interest rate would cost \$510,000 per year if paid off over 30 years, or \$740,000 per year if paid off over 20 years. These debt payments would cost the above mentioned taxpayer \$102 per year for 30 years or \$147 per year for 20 years (see note 4).

Pensions:

The Village has been highlighting pension liabilities for over a decade during our budget process. Below is data extracted from the Village’s March 31, 2012 Comprehensive Annual Financial Report. The data indicates that the Village’s pension plans are 62% funded and that an additional \$35.08 million would be needed to reach 100% funded status.

**Village of Winnetka  
Summary of Pension Plan Funding  
Amounts are in Millions \*\***

	A	B	= A / B	= B - A
	Assets	Liabilities	% Funded	\$'s Needed at 100%
IMRF *	\$ 18.96	\$ 32.16	59%	\$ 13.20
Police	\$ 20.38	\$ 30.12	68%	\$ 9.74
Fire	\$ 18.82	\$ 30.96	61%	\$ 12.14
<b>Total</b>	<b>\$ 58.16</b>	<b>\$ 93.24</b>	<b>62%</b>	<b>\$ 35.08</b>

\* Illinois Municipal Retirement Fund, covers all non-sw orn Police and Fire personnel.

\*\* Data taken from 3/31/2012 CAFR, page 52

It should be remembered that pension liabilities are usually paid down over long time periods, normally the employees remaining tenure with the Village. The Village has made and expects to continue making the full actuarially determined contributions to all three pension plans. The cost of these contributions is already included in the operating budgets of the appropriate Village Departments.

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

In terms of process, the Village Council should set the preliminary amount of the property tax levy at least sixty days prior to adoption of the property tax levy. This will be accomplished at the October 2, 2012 Council Meeting. The Ordinances will then be introduced at the November 20, 2012 Council Meeting and Adopted at the December 4, 2012 Council Meeting. By law, the property tax levy ordinances must be filed by the last Tuesday in December.

Staff will be available at the Council Meeting to present this material, answer questions, and make whatever changes are deemed appropriate by the Council.

**Recommendation:**

Review the provided materials and provide staff direction on the 2012 property tax levy.

**Attachments:**

Item	Attachment
Comparison of Property Taxes Paid 2011 versus 1997	A
Tax Levy History	B
Draft Property Tax Calculations	C
General Fund Budget Projections	D
General Fund Cash Projections	E
Pension Fund Information	F
Schedule of Special Service Area Financing	G

**Note 1:**

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

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

While the preliminary 2014 budget projection indicates flat revenues, staff understands the Council's direction to limit tax and fee increases for homeowners. The overall financial rating of 30 out of a possible 40 for the 2012 property tax levy falls at the high end of the moderate financial category. In addition to supporting the staff's property tax recommendation, the moderate financial category would also suggest modest service reductions and / or revenue increases.

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

Factor	Levy Year					
	2012	2011	2010	2009	2008	2007
Budget Projections	9	8	8	8	8	8
Cash Reserves	10	10	10	10	10	9
Projected Capital ##	7	8	8	8	8	8
Pension Funding	4	4	4	4	6	6
Total	30	30	30	30	32	31

## The 2012 property tax levy column anticipates drawing down \$3 million to \$6 million for stormwater projects in the 2012/13 budget.

A rating of 30 for 2012 suggests the Village should capture all of the inflationary increase and all of the new development increase as explained on the following page:

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

**Note 2:** *The increase for a typical homeowner was calculated as follows:*

	Suggested Amount
Current Property Taxes	\$ 20,000
Village Portion (13.36%)	\$ 2,672
% Increase paid #	1.7%
Dollar Increase	\$ 45

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

**Note 3:** *The maximum increase possible within the tax cap amount:*

Proposed 2012 tax levy amount	\$ 13,875,587
Dollars 2012 levy is under the cap	\$ 519,601
% increase possible	3.9%
A \$20,000 property tax payer gives the Village 13.36% or this amount per year	\$ 2,672
A 3.9% increase equates to	\$ 104

**Note 4:** Projected increase in homeowner costs of a 4% bond issue of \$10,000,000 for 20 or 30 years:

	20 Year	30 year
Total property taxes paid	\$ 20,000	\$ 20,000
Village Portion at 13.36%	\$ 2,672	\$ 2,672
Annual Debt Service	\$ 740,000	\$ 510,000
2011 Property tax levy	\$ 13,472,400	\$ 13,472,400
Principal and interest as a % of taxes	5.5%	3.8%
Annual impact on a \$20,000 tax payer	\$ 147	\$ 102

**Attachment A**  
**Comparison of Property Taxes Paid**  
**Typical Taxing Districts in Winnetka**  
**2011 Versus 1997**

2012.09.17

	1997 *		2011 **		Increase in Taxes Paid	% Change
	Tax Rate	Taxes Paid	Tax Rate	Taxes Paid		
Winnetka Public Schools	2.723	\$4,712	2.782	\$10,460	\$5,748	122.0%
New Trier High School	1.967	\$3,404	1.674	\$6,294	\$2,890	84.9%
<b>Village of Winnetka</b>	<b>1.481</b>	<b>\$2,563</b>	<b>0.936</b>	<b>\$3,519</b>	<b>\$956</b>	<b>37.3%</b>
Cook County	1.028	\$1,779	0.520	\$1,955	\$176	9.9%
Winnetka Park District	0.445	\$770	0.310	\$1,166	\$396	51.4%
Water Reclamation District	0.451	\$780	0.320	\$1,203	\$423	54.2%
All Others	0.502	\$869	0.465	\$1,748	\$879	101.2%
<b>Total</b>	<b>8.597</b>	<b>\$14,877</b>	<b>7.007</b>	<b>\$26,345</b>	<b>\$11,468</b>	<b>77.1%</b>

Consumer Price Index - U      158.600

219.179      14 Year Increase in CPI >>      38.2%

CPI Index (December, 14 years)      1996

2010      Annual Geometric Mean >      2.3%

\* 1997 Property taxes paid in March and August 1998.

\*\* 2011 Property taxes paid in March and August 2012.

# Village of Winnetka Tax Levy History

Attachment B

2012.09.17

	Non-Home Rule Calculations				Actual Levy		\$'s Less Than NHR Limit	
	CPI Increase	New Develop.	Total	Max. Levy Possible (Excludes SSA's)	Actual Levy	% From PY	\$'s Under Max. This Year	\$'s Under Max. Cumulative
2001 Actual	3.4%	1.5%	4.9%	\$8,980,481	\$9,419,625	4.9%		
2002 Actual	1.6%	1.3%	2.9%	\$9,419,625	\$9,694,132	2.9%		
2003 Actual *	2.4%	1.2%	3.6%	\$10,047,643	\$10,047,643	3.6%		
2004 Actual	2.5%	2.0%	4.5%	\$10,496,453	\$10,496,453	4.5%		
2005 Actual **	3.3%	1.8%	5.1%	\$11,031,772	\$10,969,000	4.5%	\$62,772	\$62,772
2006 Actual	3.4%	1.9%	5.3%	\$11,616,456	\$11,435,181	4.2%	\$181,275	\$244,047
2007 Actual	2.5%	1.8%	4.3%	\$12,115,964	\$11,972,591	4.7%	\$143,373	\$387,420
2008 Actual	4.1%	1.9%	6.0%	\$12,842,922	\$12,535,303	4.7%	\$307,619	\$695,039
2009 Actual	0.1%	1.2%	1.3%	\$13,009,880	\$12,748,403	1.7%	\$261,477	\$956,516
2010 Actual	2.7%	0.9%	3.6%	\$13,478,236	\$13,105,359	2.8%	\$372,877	\$1,329,393
2011 Actual	1.5%	0.9%	2.4%	\$13,801,714	\$13,472,400	2.8%	\$329,314	\$1,658,707
<b>2012 Proposed Tax Levy ***</b>	<b>3.0%</b>	<b>1.3%</b>	<b>4.3%</b>	<b>\$14,395,188</b>	<b>\$13,875,587</b>	<b>3.0%</b>	<b>\$519,601</b>	<b>\$2,178,308</b>
Average '01-'11	2.5%	1.5%	4.0%		Proposed Incr.	3.0%		
					New Develop.	-1.3%		
					<b>Net Increase</b>	<b>1.7%</b>		

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

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

\*\*\* The 2012 CPI increase, based on the cal. 2011 CPI change is 3.0%.

**Village of Winnetka  
Property Tax Levy Calculations**

Attachment C

2012.09.17

**\*\*\*\*\* DRAFT \*\*\*\*\***

<u>Tax Levy Category</u>	<u>Column A 2011 Actual Tax Levy</u>	<u>Column B 2012 Proposed Tax Levy</u>	<u>Column C (Column B - A) Dollar Change</u>	<u>C/A*100 Percent Change</u>
<u>General Fund:</u>				
Corporate	\$10,132,173	\$10,429,173	\$297,000	2.9%
FICA/Social Security	\$0	\$0	\$0	#DIV/0!
IMRF	\$0	\$0	\$0	#DIV/0!
Sub Total General	<u>\$10,132,173</u>	<u>\$10,429,173</u>	<u>\$297,000</u>	2.9%
<u>Other Funds:</u>				
Police Pension	\$992,534	\$1,043,000	\$50,466	5.1%
Fire Pension	\$1,108,794	\$1,165,000	\$56,206	5.1%
<b>Storm Water Utility</b>			\$0	
Refuse Utility	\$1,100,000	\$1,100,000	\$0	0.0%
Debt Service - Resurfacing 1999	\$138,899	\$138,414	(\$485)	-0.3%
<b>Debt Service - Stormwater 2012</b>			\$0	
<b>Total Village-wide Tax Levy</b>	<b>\$13,472,400</b>	<b>\$13,875,587</b>	<b>\$403,187</b>	<b>3.0%</b>
Less: Projected New Development				
@ 1.3%, (0.3% less than 10 yr. av.)		(\$175,141)	(\$175,141)	-1.3%
<b>Existing Tax Payer Increase</b>	<b>\$13,472,400</b>	<b>\$13,700,446</b>	<b>\$228,046</b>	<b>1.7%</b>

**Increase Based on Total Property Tax Bill**

Total Property Taxes Paid 100.00%	Other Taxing Distr. 86.64%	Village 13.36%	1.70% of Village
\$10,000	\$8,664	\$1,336	\$23
\$15,000	\$12,996	\$2,004	\$34
\$20,000	\$17,328	\$2,672	\$45
\$26,000	\$22,526	\$3,474	\$59
\$40,000	\$34,656	\$5,344	\$91

**Village of Winnetka  
General Fund Budget Projections**

In Millions of Dollars

Attachment D

2012.09.25

	A		B		C		2010	2009	2008
	2014 Projected Budget ^	% Change (A vs. B)	2013 9.24.12 Estimate	2013 Budget	2011	2012			
<b>Revenues:</b>									
Property Tax	\$ 12.64	3.4%	\$ 12.23	\$ 12.23	\$ 11.27	\$ 11.69	\$ 10.70	\$ 10.01	
Permits	\$ 1.30	-7.1%	\$ 1.40	\$ 1.29	\$ 2.00	\$ 1.50	\$ 1.54	\$ 1.53	
Payment in Lieu of Taxes	\$ 1.41	0.0%	\$ 1.41	\$ 1.29	\$ 1.34	\$ 1.38	\$ 1.32	\$ 1.42	
Transfers	\$ 1.84	1.7%	\$ 1.81	\$ 1.77	\$ 1.84	\$ 1.82	\$ 1.78	\$ 1.72	
Sales Tax	\$ 1.30	0.0%	\$ 1.30	\$ 1.10	\$ 1.23	\$ 1.18	\$ 1.30	\$ 1.50	
Income Tax	\$ 1.00	7.5%	\$ 0.93	\$ 0.93	\$ 0.94	\$ 0.99	\$ 1.18	\$ 1.14	
Telecom. Tax	\$ 0.60	-57.1%	\$ 1.40	\$ 0.65	\$ 0.67	\$ 0.72	\$ 0.73	\$ 0.73	
Services	\$ 1.11	0.0%	\$ 1.11	\$ 1.11	\$ 0.98	\$ 0.93	\$ 0.92	\$ 0.82	
Natural Gas Tax	\$ 0.40	0.0%	\$ 0.40	\$ 0.45	\$ 0.44	\$ 0.46	\$ 0.70	\$ 0.62	
Interest **	\$ 0.10	-23.1%	\$ 0.13	\$ 0.13	\$ 0.28	\$ 0.42	\$ 0.55	\$ 0.65	
All Others	\$ 1.55	0.0%	\$ 1.55	\$ 1.55	\$ 1.79	\$ 1.97	\$ 1.18	\$ 2.04	
<b>Total Revenues</b>	<b>\$ 23.25</b>	<b>-1.8%</b>	<b>\$ 23.67</b>	<b>\$ 22.62</b>	<b>\$ 22.78</b>	<b>\$ 23.06</b>	<b>\$ 21.28</b>	<b>\$ 22.18</b>	
<b>Expenses:</b>									
Operations #	\$ 20.74	5.5%	\$ 19.66	\$ 19.22	\$ 18.61	\$ 18.56	\$ 17.84	\$ 17.06	
Transfers Out (in) ***	\$ 6.55	89.9%	\$ 3.45	\$ 3.45	\$ 1.02	\$ (1.28)	\$ 0.90	\$ 4.80	
<b>Operations total</b>	<b>\$ 27.29</b>	<b>18.1%</b>	<b>\$ 23.11</b>	<b>\$ 22.67</b>	<b>\$ 19.63</b>	<b>\$ 17.28</b>	<b>\$ 18.74</b>	<b>\$ 21.86</b>	
<b>Margin from Operations</b>	<b>\$ (4.04)</b>	<b>-821.7%</b>	<b>\$ 0.56</b>	<b>\$ (0.05)</b>	<b>\$ 3.15</b>	<b>\$ 5.78</b>	<b>\$ 2.54</b>	<b>\$ 0.32</b>	
Capital *	\$ 2.40	0.0%	\$ 2.40	\$ 3.01	\$ 2.10	\$ 2.19	\$ 2.34	\$ 2.40	
<b>Net Margin, After Capital</b>	<b>\$ (6.44)</b>		<b>\$ (1.84)</b>	<b>\$ (3.06)</b>	<b>\$ 1.05</b>	<b>\$ 3.59</b>	<b>\$ 0.20</b>	<b>\$ (2.08)</b>	

- ^ The amount shown is the annual budget, though the Village will be moving to a calendar fiscal year effective 1/1/2014.
- # 2013 based on 5.5% increase in operations. This is a 3 year wage adjustment catch up (1.5% in 12, 2.25% in 13, and 2.50% in 14). The average annual increase from 2010 to 2014 is \$545,000 or 2.8% of the 2013 budgeted operating expenses of \$19.22 million.
- \* The Village anticipates \$2.4 million annually for routine capital.
- \*\* Assumes \$20.0 m balance @ 1.50% earnings rate.
- \*\*\* 2008 amount includes \$800k for refuse (Downtown Red.\$2.5m & Facilities \$1.5m excluded).  
 2010 includes \$750k for refuse and \$825k for streetscape. 2011 includes \$550k for refuse and \$2.85m to close Streetscape Fund.  
 2012 amount includes refuse \$550k, Village Hall \$500k.  
 2013 amount includes refuse \$550k, Village Hall \$700k, storm sewer fund \$2,200k.  
 2014 amount includes \$550k refuse, \$6.0m for stormwater (\$3.0m NW Winnetka, \$1.5m NE Winnetka, tunnel engineering \$1.5m).

### Points Earned for Revenues and Operating Expenses

(maximum 5 points each)

**Proposed Schedule:**

Revenues (Estimated as a % of Budget)  
 Points Assigned \*

< 92%	92-94	94-96	96-97%	98-102%	>102%
0	1	2	3	4	5

Operating Expenses (Estimated as a % of Budget)  
 Points Assigned \*

< 98%	98-102%	102-104%	> 105%
5	4	2	0

\* Points assignment calculated as:

2013 estimated revenue points	\$ 23.67	estm. /	\$ 22.62	budget =	105%
2013 estimated expense points ^	\$ 23.11	estm. /	\$ 22.67	budget =	102%

The Village did not budget a wage adjustment in 2012 or 2013.

Village of Winnetka  
 General Fund Cash Projections  
 In Millions of Dollars

Attachment E

2012.09.25

	Estimated 2013	Proj. FYE 2014	
Fund Balance 4/1/2012	\$ 24.39	\$ 22.55	Fund Balance 4/1/2013
Estimated revenues	\$ 23.67	\$ 23.25	
Less:			
Estimated Operating Expenses	\$ <u>(19.66)</u>	\$ <u>(20.74)</u>	
Equals: Operating cash-flow	\$ 4.01	\$ 2.51	
Less:			
Estimated capital outlay **	\$ (2.40)	\$ (2.40)	
Estimated transfers to other funds	\$ <u>(3.45)</u>	\$ <u>(6.55)</u>	
Annual cash-flow	\$ (1.84)	\$ (6.44)	
Fund Balance 3/31/2013	\$ 22.55	\$ 16.11	Fund Balance 4/1/2014
Ending Cash as a % of Operating Expenses and Capital Expenses	115%	78%	

\*\* Estimated at the historical norm of about \$2.4 million per year.

Points Earned for Cash Balances

Projected 2014 Ranking:

Cash as a % of Operating expenses	<u>&lt; 15%</u>	<u>16 - 25%</u>	<u>26%-45%</u>	<u>46%- 65%</u>	<u>&gt; 66%</u>
Points Assigned	0	3	6	9	10

**Village of Winnetka  
Pension Fund Information  
Summary of All Pension Plans**  
(in millions of dollars)

Background Information:  
 Number of Current Employees: 154  
 Current investment rate assumption: varies  
 Current salary progression assumption: varies  
 Asset valuation method: varies  
 Most recent annual Village cost: \$ 3.27  
 Most recent annual employee cost: \$ 0.85

	Assets	Liabilities	\$'s Unfunded	% Funded	Covered Payroll
Data as of 3/31/2012 CAFR *	\$ 58.16	\$ 93.24	\$ 35.08	62%	\$ 13.25
2011 CAFR	\$ 57.50	\$ 91.36	\$ 33.86	63%	\$ 13.65
2010 CAFR	\$ 53.45	\$ 87.07	\$ 33.62	61%	\$ 13.80
2009 CAFR	\$ 57.78	\$ 83.14	\$ 25.36	69%	\$ 13.01
2008 CAFR	\$ 62.40	\$ 80.72	\$ 18.32	77%	\$ 12.22
2007 CAFR	\$ 57.84	\$ 76.29	\$ 18.45	76%	\$ 11.88
Difference, 2012 - 2007	\$ 0.32	\$ 16.95	\$ 16.63	13%	\$ 1.37
Percent difference, 2012 vs. 2007	1%	22%	90%		12%

\* Comprehensive Annual Financial Report a/k/a Audit.

**Village of Winnetka  
Pension Fund Information  
Illinois Municipal Retirement Fund**  
(in millions of dollars)

(most recent data as of 12/31/2011)

**Background Information:**  
 Number of Current Employees: 103  
 Current investment rate assumption: 7.50%  
 Current salary progression assumption: varies  
 Asset valuation method: 5 year smoothed market  
 Most recent annual Village cost: \$ 1.36  
 Most recent annual employee cost: \$ 0.41

	Assets	Liabilities	\$'s Unfunded	% Funded	Covered Payroll
Data as of 3/31/2012 CAFR *	\$ 18.96	\$ 32.16	\$ 13.20	59%	\$ 9.17
2011 CAFR	\$ 20.80	\$ 32.85	\$ 12.05	63%	\$ 9.22
2010 CAFR	\$ 22.27	\$ 33.89	\$ 11.62	66%	\$ 9.48
2009 CAFR	\$ 22.57	\$ 32.16	\$ 9.59	70%	\$ 8.88
2008 CAFR	\$ 27.30	\$ 31.77	\$ 4.47	86%	\$ 8.52
2007 CAFR	\$ 24.84	\$ 29.69	\$ 4.85	84%	\$ 8.08
Difference, 2012 - 2007	\$ (5.88)	\$ 2.47	\$ 8.35	25%	\$ 1.09
Percent difference, 2012 vs. 2007	-24%	8%	172%		13%

\* Comprehensive Annual Financial Report a/k/a Audit.

**Village of Winnetka  
Pension Fund Information  
Police Pension Fund**  
(in millions of dollars)

(most recent data as of 3/31/2011)

**Background Information:**  
 Number of Current Employees: 27  
 Current investment rate assumption: 6.25%  
 Current salary progression assumption: 5.50%  
 Asset valuation method: market  
 Most recent annual Village cost: \$ 0.96  
 Most recent annual employee cost: \$ 0.24

	Assets	Liabilities	\$'s Unfunded	% Funded	Covered Payroll
Data as of 3/31/2012 CAFR *	\$ 20.38	\$ 30.12	\$ 9.74	68%	\$ 2.29
2011 CAFR	\$ 18.90	\$ 29.63	\$ 10.73	64%	\$ 2.34
2010 CAFR	\$ 16.05	\$ 26.89	\$ 10.84	60%	\$ 2.32
2009 CAFR	\$ 18.21	\$ 25.07	\$ 6.86	73%	\$ 2.27
2008 CAFR	\$ 18.24	\$ 23.94	\$ 5.70	76%	\$ 1.99
2007 CAFR	\$ 17.16	\$ 22.54	\$ 5.38	76%	\$ 2.10
Difference, 2012 - 2007	\$ 3.22	\$ 7.58	\$ 4.36	8%	\$ 0.19
Percent difference, 2012 vs. 2007	19%	34%	81%		9%

\* Comprehensive Annual Financial Report a/k/a Audit.

**Village of Winnetka  
Pension Fund Information  
Firefighters' Pension Fund**  
(in millions of dollars)

(most recent data as of 3/31/2011)

**Background Information:**  
 Number of Current Employees: 24  
 Current investment rate assumption: 6.25%  
 Current salary progression assumption: 5.50%  
 Asset valuation method: market  
 Most recent annual Village cost: \$ 0.95  
 Most recent annual employee cost: \$ 0.20

	Assets	Liabilities	\$'s Unfunded	% Funded	Covered Payroll
Data as of 3/31/2012 CAFR *	\$ 18.82	\$ 30.96	\$ 12.14	61%	\$ 1.79
2011 CAFR	\$ 17.80	\$ 28.88	\$ 11.08	62%	\$ 2.09
2010 CAFR	\$ 15.13	\$ 26.29	\$ 11.16	58%	\$ 2.00
2009 CAFR	\$ 17.00	\$ 25.91	\$ 8.91	66%	\$ 1.86
2008 CAFR	\$ 16.86	\$ 25.01	\$ 8.15	67%	\$ 1.71
2007 CAFR	\$ 15.84	\$ 24.06	\$ 8.22	66%	\$ 1.70
Difference, 2012 - 2007	\$ 2.98	\$ 6.90	\$ 3.92	5%	\$ 0.09
Percent difference, 2012 vs. 2007	19%	29%	48%		5%

\* Comprehensive Annual Financial Report a/k/a Audit.

Attachment F continued

Points Earned for Pension Funding (10 point maximum)

Combined % Funded ***	< 60%	60 - 69%	70 - 79%	80 - 89%	90-100%	> 100%
Points Assigned	2	4	6	8	9	10

For Police and Fire Pension Funds:

\* In 2007 the assumed rate of return was reduced from 7.0% to 6.5%.

In 2010 the assumed rate of return was reduced from 6.5% to 6.0%.

In 2011 the assumed rate of return was increased from 6.0% to 6.25%.

To fund all three pension plans at the 90% level would require \$ 25.76 million.

Assets	\$ 58.16	\$ 58.16
Liabilities	\$ 93.24	\$ 83.92
Difference	\$ (35.08)	\$ (9.32)
% Funded		62%

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

Attachment G

4.00%

2012.09.25

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