

**MAYOR**

Andrew Przybylo

**TRUSTEES**

George D. Alpogianis

John C. Jekot

Joe LoVerde

Danette O'Donovan Matyas

Denise M. McCreery

Dean Strzelecki



1000 Civic Center Drive, Niles, Illinois 60714

**VILLAGE MANAGER**

Steven C. Vinezeano

**VILLAGE CLERK**

Marlene J. Victorine

Phone: (847) 588-8000

Fax: (847) 588-8051

www.vniles.com

**AGENDA**  
**NILES VILLAGE BOARD MEETING**  
**COUNCIL CHAMBERS**  
**December 13, 2016**  
**7:00 PM**

**REGULAR MEETING**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

November 15, 2016 Regular Board Meeting

**PROCLAMATIONS**

None

**PRESENTATIONS**

Retirement of Jonathan J. Raz, Fire Engineer - 27 Years of Service

Green Business Award Presentation to Christine Pusateri Solutions

**ANNOUNCEMENTS**

November 2016 PEER (Promoting Employee Excellence through Recognition) Award to Marlene Victorine, General Government Department

Bike Niles Race - July 20, 2017

Home for the Holidays Raffle

Senior Center Snow Shoveling Program - Call for Volunteers

Village Hall Closed December 26 for Christmas and January 2, 2017 for New Years Day Holidays

2017 Village Holiday Schedule

2017 Meeting Schedule

**PRESIDENT'S REPORT**

President Przybylo

Holly Jolly Market and Christmas Tree Lighting Ceremony Sponsor and Volunteer Appreciation

**COMMITTEE REPORTS**

Finance Committee (Trustee LoVerde)

Building and Zoning Committee (Trustee McCreery)

Economic Development and Neighborhood Renewal Ad Hoc Committee (Trustee McCreery)

### **PUBLIC COMMENTS**

The floor is open for public comments on Old Business and New Business agenda items only. Please step up to the microphone, state your name and city, and make your comment. You will be allotted three minutes. Please make sure you sign in at the reception desk.

### **NEW BUSINESS**

- |                |                                                                                                                                                                                                                                                  |                    |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Item 1</b>  | Ordinance Providing for the Levying and Assessment of Taxes for Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017                                                                                                                      | Trustee LoVerde    |
| <b>Item 2</b>  | Ordinance Amending Chapter 10 Amusements and Entertainments, Article, Regulations for Licensees Operating Video Gaming, Sec. 10-83. Number of Video Gaming Licensed Establishments                                                               | Trustee Alpogianis |
| <b>Item 3</b>  | Ordinance Amending Chapter 6 Alcoholic Beverages, Sec. 6-38 Number                                                                                                                                                                               | Trustee Alpogianis |
| <b>Item 4</b>  | Ordinance Amending Chapter 98 Traffic and Vehicles, Article V. Standing, Stopping and Parking, Sec. 98-157 Prohibited in Specified Places                                                                                                        | Trustee Strzelecki |
| <b>Item 5</b>  | Resolution Authorizing an Intergovernmental Agreement with Pace for the Purchase of Service for the Provision of Bus Service (Niles Courtesy Bus) for 2017                                                                                       | Trustee Matyas     |
| <b>Item 6</b>  | Resolution Authorizing a Contractual Agreement with Covalent Software Limited for Performance Measurements Software                                                                                                                              | Trustee Alpogianis |
| <b>Item 7</b>  | Resolution Authorizing a Contractual Lease Agreement with Ed and Natalia Kantorovich for the Cafe Located Inside the Niles Family Fitness Center Located at 987 Civic Center Drive                                                               | Trustee Jekot      |
| <b>Item 8</b>  | Resolution Authorizing a Contractual Agreement with Klein, Thorpe & Jenkins, Ltd., for Legal Services Relating to a Long-Term Water Supply Agreement for the Villages of Morton Grove and Niles                                                  | Trustee Alpogianis |
| <b>Item 9</b>  | Board Approval - Payment to Weber Group Management, Inc. for Asbestos Abatement at Fire Station 3                                                                                                                                                | Trustee Matyas     |
| <b>Item 10</b> | Board Approval - Authorization of Use of the NJPA Contractual Pricing Pursuant to Government Joint Purchasing Act, 30 ILCS 525/0.01, et. seq., with Sewer Equipment Company of America for Purchase of a Truck Mounted Combination Sewer Cleaner | Trustee Matyas     |
| <b>Item 11</b> | Appointment of Steven C. Vinezeano to the Public Arts and Culture Advisory Council as a Representative of the Niles VFW Memorial Post 3579                                                                                                       | President Przybylo |

### **FINANCIAL REPORTS**

### **NEXT MEETINGS**

January 10, 2017 Informal Consideration and Special Board Meeting at 7:00 p.m.

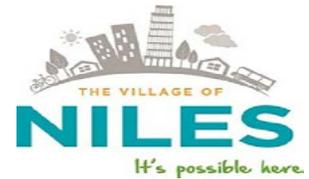
January 24, 2017 Regular Board Meeting at 7:00 p.m.

### **PUBLIC COMMENTS**

**ADJOURNMENT**



**BOARD AGENDA ITEM EXPLANATION FORM**



**November 15, 2016 Regular Board Meeting**

|              |                                 |              |                            |
|--------------|---------------------------------|--------------|----------------------------|
| Meeting      | 12/13/2016                      | Item Number  |                            |
| Date         |                                 | Action       | REQUEST FOR BOARD APPROVAL |
| Requested by | Village Clerk Marlene Victorine | Requested    |                            |
| Prepared by  | Village Clerk Marlene Victorine | Assigned to: |                            |

**MOTION**

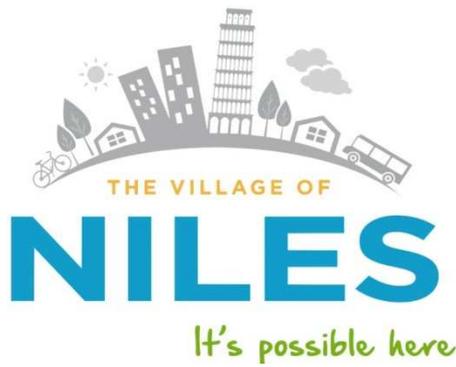
I move for Board approval of the November 15, 2016 Regular Board meeting minutes.

**REASON FOR REQUEST / BACKGROUND**

Will this action involve an expenditure of funds?  No

If yes, is this a budgeted item?

|       |                          |                           |                          |
|-------|--------------------------|---------------------------|--------------------------|
| ORG#  | <input type="checkbox"/> | Total Amount for Approval | <input type="checkbox"/> |
| ACCT# | <input type="checkbox"/> | Budget Amount             | <input type="checkbox"/> |
|       |                          | Variance                  | <input type="checkbox"/> |



## FIRE DEPARTMENT

**MAYOR**  
Andrew Przybylo

**VILLAGE  
MANAGER**  
Steven C. Vinezeano

**VILLAGE CLERK**  
Marlene J. Victorine

**TRUSTEES**  
George D. Alpogianis  
John C. Jekot  
Joe LoVerde  
Danette O'Donovan Matyas  
Denise McCreery  
Dean Strzelecki

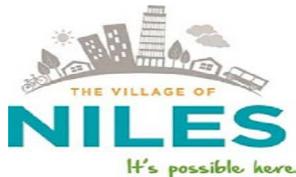
### **Jon Raz, Fire Apparatus Engineer**

|                           |                           |
|---------------------------|---------------------------|
| <b>Date Appointed</b>     | <b>February 13, 1989</b>  |
| <b>Last Assignment</b>    | <b>Platoon 2, E-3</b>     |
| <b>Years of Service</b>   | <b>27 Years, 9 Months</b> |
| <b>Reason for Leaving</b> | <b>Normal Retirement</b>  |

### **COMMENTARY**

Jon was appointed to the Niles Fire Department on February 13, 1989 and served the department for over 27 years. During his career Jon served as a Firefighter/Paramedic and now retires as a Fire Apparatus Engineer. Jon received commendations over his career including delivering a breech birth baby as a new paramedic. Jon has also volunteered for a number of things over the years including being a paramedic preceptor, which constitutes training the new department paramedics out in the street, as well as volunteering for the community "Paint-a-thon" and the "Fill the Boot" campaign which benefits the "Camp I am Me" children's burn camp. Jon was always well prepared to perform his duties, whether assigned to the ambulance, engine or truck and has mentored our newer firefighters to do the same. There was never a day that I hadn't interacted with Jon where he wasn't positive and friendly and I know everyone on the department had the same experience with him. We will miss Jon's professionalism and his desire to serve although I think what we will miss the most is the humility and kindness that he displayed every day in his 27+ years. We are truly grateful for Jon's service to the community and to our department and we wish him a long, happy and healthy retirement.

Steve Borkowski, Chief  
Niles Fire Department



BOARD AGENDA ITEM EXPLANATION FORM



Green Business Award Presentation to Christine Pusateri Solutions

Meeting Date 12/13/2016

Item Number

Requested by President Andrew Przybylo

Action Requested

Prepared by Katy Darr, Records and Benefits Coordinator

Assigned to:

ATTACHMENTS:

| Type              | Description                              |
|-------------------|------------------------------------------|
| ☐ Backup Material | Christine Pusateri Solutions Application |

MOTION

Presentation of the second Niles Green Business Award to Christine Pusateri Solutions.

REASON FOR REQUEST / BACKGROUND

The Village of Niles has established itself as a committed partner to improving the environment and encouraging sustainable practices. The Village recognizes the importance of government, residents and businesses working together to reach ambitious goals of environmental sustainability. The Green Business Award program promotes environmentally-friendly business practices in Niles.

This program is designed to encourage businesses in Niles to adopt environmentally sustainable practices, such as waste reduction, conservation of water and energy efficiency.

The benefits of this program are reduced electric and water utility costs, effective use of building materials, enhanced health and productivity, long-term economic returns and a reduced environmental impact.

Christine Pusateri Solutions was awarded the 2016 Green Business Award due to a multitude of environmentally friendly initiatives for a small business, including efforts in energy conservation, water consumption reduction, and recycling.

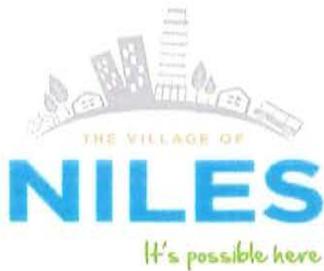
Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

ORG#  Total Amount for Approval  \$

ACCT#  Budget Amount  \$

Variance  \$



Village of Niles  
Green Business Award  
Application  
2016

**Do you comply with all applicable environmental laws and regulations for your industry?**

Yes

No

**Explanation:**

Our company is licensed under the State of Illinois as a regulated profession. We are under the Department of Financial & Professional Regulation. We must comply with OSHA and can be visited at anytime to see if we conform to the laws.

**List any applicable environmental certifications that you hold.**

Being only in business 2 1/2 years, I am hoping yours will be the first! I regularly attend conferences that keep me informed of the latest innovations in my field & I am also a member of the American Hairless Council.

Our Studio recycles our plastic bags for garbage.

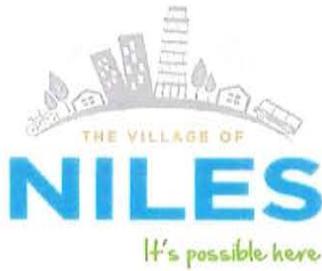
I have instilled in our staff a sense of community responsibility. We regularly participate in the American Cancer Society's "Look Good, Feel Better" as facilitators.

We style all the wigs given to patients of the A. C. S. totally free of charge. We educate the patients on proper wig fitting & care & cut down wigs as needed. This September the American Cancer Society is starting a wig education class, I will be facilitating.

My staff & I have held free Women's Hair Loss Seminars. We invite everyone to come in & learn the causes, effects, & challenges, facing people with hair loss.

As you can see, we have tried & succeeded in being very giving to the Niles Community. We take environmental challenges & good citizenship very seriously.

We appreciate this opportunity & hope you will consider us for your Green Business Award. Thank You, Chustini Pusateri



Village of Niles  
Green Business Award  
Application  
2016

**ENVIRONMENTAL INITIATIVES**

During the last five years, what environmentally friendly initiative(s) have you implemented in your business? (limit 500 words)

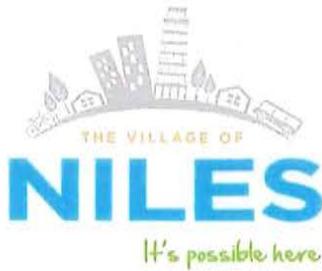
We have been in business for 2½ years. In that short period of time, we have been inspected to meet all village codes for the American Disability Act. Since becoming a business we have initiated many changes to the facility.

We have 3500 sq. feet and all of our light bulbs, 61 of them have been replaced by LED lights. We now also have 72 LED FLORESCENT type lights, replacing the 144 lights we had previously. My electric bill for June 2014 was \$287.74. This June 2016, it was \$201.66. A huge monthly savings.

We had a certified plumber attach valves to all our sinks to conserve the use of hot water.

We recycle in the shop, with a vast amount of boxes, plastic, & paper.

We keep many plants in the shop & use sulfate free products on our clients hair. →



Village of Niles  
Green Business Award  
Application  
2016

**INSTRUCTIONS**

Please fill out the entire application to the best of your ability. Each application will be judged on its sustainability efforts.

**GENERAL QUESTIONS**

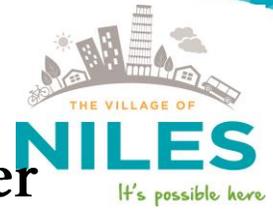
**Business Information**

Business Name *Christine Posateri Solutions*  
Business Address *7665 N. MILWAUKEE AVE.*  
Business City, State, Zip *NILES, ILLINOIS, 60714*  
# Employees *3*  
Years in business *2 1/2*  
Company website *cphairsolutions.com*  
Contact name *Christine Posateri*  
Contact email *CHRISTINEPUSATERI LTD @GMAIL.COM*  
Contact phone *888-506-8112*

**Business Category**

- |                                                     |                                                                                  |                                                       |                                                          |
|-----------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Printing                   | <input type="checkbox"/> Finance/ Insurance                                      | <input type="checkbox"/> Manufacturing                | <input type="checkbox"/> Hospitality                     |
| <input type="checkbox"/> Energy                     | <input type="checkbox"/> Retail Trade                                            | <input type="checkbox"/> Agriculture/Forestry         | <input type="checkbox"/> Public Admin.                   |
| <input type="checkbox"/> Construction               | <input type="checkbox"/> Paper & Packaging                                       | <input type="checkbox"/> Educational Services         | <input type="checkbox"/> Food Services                   |
| <input type="checkbox"/> Business to Business Trade | <input checked="" type="checkbox"/> Professional, Scientific, Technical Services | <input type="checkbox"/> Transportation & Warehousing | <input type="checkbox"/> Health Care & Social Assistance |
| <input type="checkbox"/> Other                      |                                                                                  |                                                       |                                                          |

# NILES PEER AWARD



## November P.E.E.R. Award Winner

### Marlene Victorine

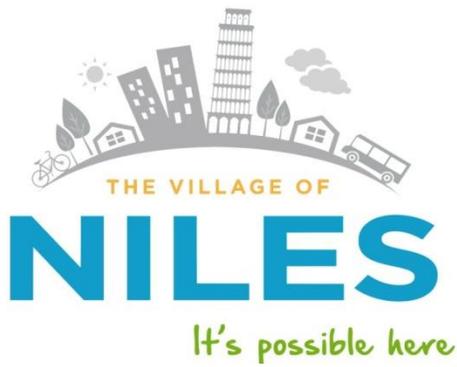


Marlene Victorine of the General Government Department was voted the November 2016 PEER Award winner by the Niles Employee Recognition Committee (E.R.C.). This Committee, made up of employees from each department, reviewed three nominations.

Marlene spent three weeks in October and November dedicating her time to keeping Niles Village Hall open as an early voting site for residents and visitors. Marlene advocates for the residents and visitors who rely on a convenient location like Niles Village Hall to perform their civic duty. Marlene worked long hours during evenings and weekends to assist the Election Judges and make sure everyone who visited was greeted and felt welcome. When the early voting period was over, she provided lunch for the Election Judges. She went beyond her job duties to make the experience fun, easy and memorable for voters and volunteers.

Besides her work with elections, Marlene also goes above and beyond during her regular day-to-day duties, helping staff find answers and assisting with anything that comes her way. She buys staff flowers on their birthdays with her own money, and finds ways to make others feel appreciated throughout the year.

The Village is truly impressed with all the staff cooperation and assistance that made this year's early voting possible, and the E.R.C. believes Marlene Victorine specifically deserves recognition for the time and energy she gave to this worthwhile event. The Village thanks Marlene for her excellent service to the Village of Niles.



**MAYOR**  
Andrew Przybylo

**VILLAGE MANAGER**  
Steven C. Vinezano

**VILLAGE CLERK**  
Marlene J. Victorine

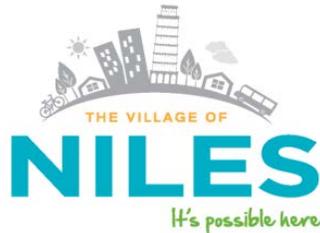
**TRUSTEES**  
George D. Alpogianis  
John C. Jekot  
Joe LoVerde  
Danette O'Donovan Matyas  
Denise McCreery  
Dean Strzelecki

## **2017 HOLIDAYS**

|                    |                               |                 |
|--------------------|-------------------------------|-----------------|
| <b>JANUARY 2</b>   | <b>NEW YEAR'S DAY</b>         | <b>MONDAY</b>   |
| <b>FEBRUARY 20</b> | <b>PRESIDENT'S DAY</b>        | <b>MONDAY</b>   |
| <b>APRIL 14</b>    | <b>GOOD FRIDAY</b>            | <b>FRIDAY</b>   |
| <b>MAY 29</b>      | <b>MEMORIAL DAY</b>           | <b>MONDAY</b>   |
| <b>JULY 4</b>      | <b>INDEPENDENCE DAY</b>       | <b>TUESDAY</b>  |
| <b>SEPTEMBER 4</b> | <b>LABOR DAY</b>              | <b>MONDAY</b>   |
| <b>NOVEMBER 10</b> | <b>VETERAN'S DAY</b>          | <b>FRIDAY</b>   |
| <b>NOVEMBER 23</b> | <b>THANKSGIVING DAY</b>       | <b>THURSDAY</b> |
| <b>NOVEMBER 24</b> | <b>DAY AFTER THANKSGIVING</b> | <b>FRIDAY</b>   |
| <b>DECEMBER 25</b> | <b>CHRISTMAS</b>              | <b>MONDAY</b>   |

**MAYOR**  
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**VILLAGE MANAGER**  
Steven C. Vinezeano

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1000 Civic Center Drive, Niles, Illinois 60714

## 2017 MEETING SCHEDULE

**Meetings are held at Village Hall unless posted otherwise.**

1000 Civic Center Drive, Niles, Illinois 60714

Telephone (847) 588-8000

### BOARD OF TRUSTEES

**7:00 PM**

#### Regular Meeting

January 24  
February 28  
March 28  
April 25  
May 23  
June 27  
July 25  
August 22  
September 26  
October 24  
November 28  
December 12

#### Informal Consideration

January 10  
February 14  
March 14  
April 11  
May 9  
June 13  
  
September 12  
October 10

### COMMUNITY RELATIONS COMMISSION

**6:00 PM**

January 12  
April 13  
July 13  
October 12

### PLANNING AND ZONING BOARD

**7:00 PM**

|            |              |
|------------|--------------|
| January 11 | July 10      |
| February 6 | August 7     |
| March 6    | September 11 |
| April 3    | October 2    |
| May 1      | November 6   |
| June 5     | December 4   |

**BOARD OF ETHICS** – meetings scheduled at the call of the Chair

**STANDING COMMITTEES** – meetings scheduled at the call of the Chair

**BUILDING & ZONING**

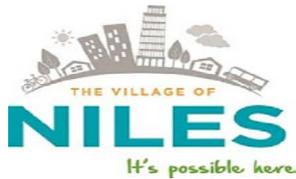
**FINANCE**

**HUMAN SERVICES**

**GENERAL GOVERNMENT / INFORMATION TECHNOLOGY**

**PUBLIC SAFETY**

**PUBLIC SERVICES**



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Providing for the Levying and Assessment of Taxes for Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017

Meeting Date 12/13/2016 Item Number 1
Requested by Jeff Martynowicz, Finance Director Action Requested ORDINANCE
Prepared by Jeff Martynowicz, Finance Director Assigned to: Trustee LoVerde

ATTACHMENTS:

Table with 2 columns: Type and Description. Lists various attachments including Ordinances, Department Memos, Backup Materials, and Minutes.

MOTION

I move for Board approval of an ordinance providing for the levying and assessment of taxes for the tax levy year beginning May 1, 2016 and ending April 30, 2017.

REASON FOR REQUEST / BACKGROUND

The proposed property tax ordinance includes a 4.9% adjustment to generate an additional \$243,444 in new dollars for the Police and Firefighters pensions. The adjustment to the tax levy along with a conservative estimate in EAV will generate an estimated tax rate of \$.589 per \$100 of EAV.

Will this action involve an expenditure of funds? [No]
If yes, is this a budgeted item? [ ]
ORG# [ ] Total Amount for Approval [ ]
ACCT# [ ] Budget Amount [ ]
Variance [ ]

## **ORDINANCE 2016-**

### **PROVIDING FOR THE LEVYING AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2016, AND ENDING APRIL 30, 2017, IN THE VILLAGE OF NILES, COOK COUNTY, ILLINOIS**

**WHEREAS**, this ordinance provides for the levying and assessment of Property Taxes for Tax Year 2016;

**WHEREAS**, the proposed Village levy is \$5,211,688 which is a 4.9% increase from the 2015 Village levy;

**WHEREAS**, this increase was recommended by the Village Board to help pay for the cost of funding the Village's Police & Fire Pension Plans;

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Niles, Cook County, Illinois as follows:

**SECTION 1:** That the sum of \$5,211,688 is hereby levied upon all property within said Village of Niles subject to taxation for the current fiscal year. For General Fund \$3,230,872 and Municipal Waste Agency Fund \$1,737,372 and Police Pension Fund \$121,722 and Firefighters Pension Fund \$121,722 that the total funds to be levied is \$5,211,688.

**SECTION 2:** The total sum to be levied namely \$5,211,688 shall when received, be used for the purpose of paying the items hereinafter set forth, for each of which an appropriation has been heretofore legally made, and which is to be collected from the tax levy of the current fiscal year of said Village of Niles for all corporate purposes and other purposes mentioned herein.

**SECTION 3:** That the excess of the amount appropriated for any item over the amount levied for any item shall be derived from other revenues to be collected and received by the Village from sources other than this tax levy.

**SECTION 4:** That said appropriation was made by an Appropriation Ordinance passed by the President and Board of Trustees of said Village of Niles on the 24<sup>th</sup> day of May, 2016 and that said Appropriation was published in pamphlet form as provided by law.

**SECTION 5:** The amounts so levied for various corporate purposes, and other purposes mentioned herein, are indicated by being placed in a separate column under the heading of "Tax Levy."

**SECTION 6:** The specific amounts appropriated for the various corporate purposes, and other purposes mentioned herein, are indicated herein by being placed in a separate column under the heading "Amounts Appropriated."

**SECTION 7:** That such appropriation and such tax levied for the current fiscal year of the Village of Niles, the total of which has been ascertained as aforesaid, are in words and figures as found in attachment A.

**SECTION 8:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**PASSED:** This 13<sup>th</sup> day of December, 2016  
**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**

**APPROVED** by me this 13<sup>th</sup> day of December, 2016.

---

President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 13<sup>th</sup> day of December, 2016 and published in pamphlet form as provided by law in the Village of Niles, Illinois.

---

Village Clerk

**ARTICLE I  
GENERAL FUND**

|                                   | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|-----------------------------------|---------------------------------|---------------------|
| <b>1000 GENERAL GOVERNMENT</b>    |                                 |                     |
| 1010 ADMINISTRATION               | \$708,729                       |                     |
| 1020 EXEC. & LEGISLATIVE          | \$449,442                       |                     |
| 1025 NILES TV COMMUNICATIONS      | \$152,124                       |                     |
| 1030 FIRE & POLICE COMMISSION     | \$51,622                        |                     |
| 1040 LEGAL                        | \$539,917                       |                     |
| 1060 PERSONNEL                    | \$413,938                       |                     |
| 1070 TEEN CENTER                  | \$181,562                       |                     |
| TOTAL GENERAL GOVERNMENT          | \$2,497,333                     |                     |
| <br>                              |                                 |                     |
| <b>1100 FINANCE DEPARTMENT</b>    |                                 |                     |
| 1110 FINANCE ADMIN.               | \$1,344,383                     |                     |
| 1120 TREASURER'S OFFICE           | \$84,237                        |                     |
| 1140 OPERATING AND OTHER ACCT.    | \$262,380                       |                     |
| TOTAL FINANCE DEPARTMENT          | \$1,691,001                     |                     |
| <br>                              |                                 |                     |
| <b>1200 FIRE DEPARTMENT</b>       |                                 |                     |
| 1210 ADMINISTRATION               | \$11,712,158                    |                     |
| 1220 EMERGENCY/MEDICAL/PREV       | \$324,619                       |                     |
| 1230 FIRE SUPPRESSION             | \$674,339                       |                     |
| TOTAL FIRE DEPARTMENT             | \$12,711,116                    |                     |
| <br>                              |                                 |                     |
| <b>1300 POLICE DEPARTMENT</b>     |                                 |                     |
| 1310 POLICE ADMIN.                | \$3,059,286                     |                     |
| 1321 PATROL                       | \$10,222,215                    |                     |
| 1322 IMMEDIATE RESPONSE           | \$1,538,106                     |                     |
| TOTAL POLICE DEPARTMENT           | \$14,819,607                    |                     |
| <br>                              |                                 |                     |
| <b>1400 PUBLIC SERVICES DEPT.</b> |                                 |                     |
| 1410 ADMINISTRATION               | \$3,622,276                     |                     |
| 1420 ENGINEERING                  | \$741,856                       |                     |
| 1430 STREETS & SIGNS              | \$1,744,434                     |                     |
| 1440 FORESTRY & LIGHT             | \$956,608                       |                     |
| 1450 SANITARY & SEWER             | \$50,000                        |                     |
| 1460 PUBLIC BUILDINGS             | \$1,621,291                     |                     |
| TOTAL PUBLIC SERVICES             | \$8,736,465                     |                     |
| <br>                              |                                 |                     |
| <b>1500 COMMUNITY DEV. DEPT.</b>  |                                 |                     |
| 1510 COMMUNITY DEVEL. ADMIN       | \$1,505,598                     |                     |
| 1520 INSPECTIONS & LICENSING      | \$89,760                        |                     |
| 1530 PLANNING & ZONING            | \$176,072                       |                     |
| 1540 ECONOMIC DEVELOPMENT         | \$1,274,011                     |                     |
| 1550 FIRE PREVENTION BUREAU       | \$282,068                       |                     |
| TOTAL CODE ENFORCEMENT DEPT.      | \$3,327,508                     |                     |

|                                  |                    |
|----------------------------------|--------------------|
| <b>1600 HUMAN SERVICES DEPT.</b> |                    |
| 1620 SENIOR SERVICES             | \$1,024,093        |
| 1630 FAMILY SERVICES             | \$1,006,167        |
| TOTAL HUMAN SERVICES DEPT.       | <u>\$2,030,260</u> |

|                                    |                    |
|------------------------------------|--------------------|
| <b>1700 MANAGEMENT INFORMATION</b> |                    |
| 1710 MIS ADMIN                     | \$742,105          |
| 1720 MIS COMPUTER                  | \$862,084          |
| 1730 MIS SECURITY                  | \$63,880           |
| 1740 MIS PHONES                    | \$9,200            |
| TOTAL MANAGEMENT INFO. DEPT.       | <u>\$1,677,269</u> |
| TOTAL GENERAL FUND                 | \$47,490,559       |

Appropriated for the expenses of the General Fund  
from other Revenues \$44,259,687

Levied for the expenses of the General Fund  
from the tax for General Corporate purposes \$3,230,872

**ARTICLE II  
MOTOR FUEL TAX FUND**

|                                 | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|---------------------------------|---------------------------------|---------------------|
| <b>2200 MOTOR FUEL TAX FUND</b> |                                 |                     |
| 2210 MOTOR FUEL TAX ADMIN       | \$2,285,369                     |                     |
| TOTAL MOTOR FUEL TAX FUND       | <u>\$2,285,369</u>              |                     |

Appropriated for the expenses of the  
Motor Fuel Tax Fund from other revenues \$2,285,369

Levied for expenses for the Motor Fuel Tax Fund \$0

**ARTICLE III  
STREET & BRIDGE FUND**

|                                                                                                             | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|-------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------|
| <b>2300 STREET &amp; BRIDGE FUND</b>                                                                        |                                 |                     |
| 2310 STREET & BRIDGE ADMIN                                                                                  | \$370,000                       |                     |
| TOTAL STREET & BRIDGE FUND                                                                                  | <u>\$370,000</u>                |                     |
| Appropriated for the expenses of the<br>Street & Bridge Fund from other revenues                            | \$370,000                       |                     |
| Levied for expenses for the<br>Street & Bridge Fund from the Special<br>Tax (provided in 65 ILCS 5/11-81-1) |                                 | \$0                 |

**ARTICLE IV  
DEBT SERVICE 1/4% HOME RULE FUND**

|                                                                               | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|-------------------------------------------------------------------------------|---------------------------------|---------------------|
| <b>2500 DEBT SERVICE 1/4% HR FUND</b>                                         |                                 |                     |
| 2510 DEBT SERVICE 1/4% HR FUND                                                | \$83,408                        |                     |
| TOTAL DEBT SERVICE FUND                                                       | <u>\$83,408</u>                 |                     |
| Appropriated for the expenses of the Debt Service<br>Fund from other Revenues | \$83,408                        |                     |
| Levied for the expenses of the Debt Service Fund                              |                                 | \$0                 |

**ARTICLE V  
DUI FUND**

|                                                                      | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|----------------------------------------------------------------------|---------------------------------|---------------------|
| <b>3000 DUI FUND</b>                                                 |                                 |                     |
| 3010 DUI FUND                                                        | \$45,000                        |                     |
| TOTAL DUI FUND                                                       | <u>\$45,000</u>                 |                     |
| Appropriated for the expenses of the DUI Fund<br>from other Revenues | \$45,000                        |                     |
| Levied for the expenses of the DUI Fund                              |                                 | \$0                 |

**ARTICLE VI  
DRUG ASSET FORFEITURE FUND**

|                                                                                            | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|--------------------------------------------------------------------------------------------|---------------------------------|---------------------|
| <b>3100 DRUG ASSET FORFEITURE FUND</b>                                                     |                                 |                     |
| 3110 DRUG ASSET FORFEITURE                                                                 | \$15,000                        |                     |
| TOTAL DRUG ASSET FORFEITURE FUND                                                           | <u>\$15,000</u>                 |                     |
| <br>Appropriated for the expenses of the Drug Asset<br>Forfeiture Fund from other Revenues | <br>\$15,000                    |                     |
| <br>Levied for the expenses of the Drug Asset Forfeiture Fund                              |                                 | <br>\$0             |

**ARTICLE VII  
FED ASSET FORFEITURE FUND**

|                                                                                           | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|-------------------------------------------------------------------------------------------|---------------------------------|---------------------|
| <b>3200 FED ASSET FORFEITURE FUND</b>                                                     |                                 |                     |
| 3210 FED ASSET FORFEITURE                                                                 | \$0                             |                     |
| TOTAL FED ASSET FORFEITURE FUND                                                           | <u>\$0</u>                      |                     |
| <br>Appropriated for the expenses of the Fed Asset<br>Forfeiture Fund from other Revenues | <br>\$0                         |                     |
| <br>Levied for the expenses of the Fed Asset Forfeiture Fund                              |                                 | <br>\$0             |

**ARTICLE VIII  
ART 36 ASSET FORFEITURE FUND**

|                                                                                              | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|----------------------------------------------------------------------------------------------|---------------------------------|---------------------|
| <b>3300 ART 36 ASSET FORFEITURE FUND</b>                                                     |                                 |                     |
| 3310 ART 36 ASSET FORFEITURE                                                                 | \$1,000                         |                     |
| TOTAL ART 36 ASSET FORFEITURE FUND                                                           | <u>\$1,000</u>                  |                     |
| <br>Appropriated for the expenses of the Art 36 Asset<br>Forfeiture Fund from other Revenues | <br>\$1,000                     |                     |
| <br>Levied for the expenses of the Art 36 Asset Forfeiture Fund                              |                                 | <br>\$0             |

**ARTICLE IX  
MILWAUKEE/TOUHY TIF FUND**

|                                                                                      | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|--------------------------------------------------------------------------------------|---------------------------------|---------------------|
| <b>4100 MILWAUKEE/TOUHY TIF FUND</b>                                                 |                                 |                     |
| 4110 MILWAUKEE/TOUHY TIF ADMIN                                                       | \$2,392,783                     |                     |
| 4121 MAINT GARAGE IMPROVEMENTS                                                       | \$100,000                       |                     |
| 4130 POLICE BUILDING                                                                 | \$35,000                        |                     |
| TOTAL MILWAUKEE/TOUHY TIF                                                            | \$2,527,783                     |                     |
| Appropriated for the expenses of the Milwaukee/Touhy<br>TIF Fund from other Revenues | \$2,527,783                     |                     |
| Levied for the expenses of the Milwaukee/Touhy TIF Fund                              |                                 | \$0                 |

**ARTICLE X  
GROSS POINT TOUHY TIF FUND**

|                                                                                        | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|----------------------------------------------------------------------------------------|---------------------------------|---------------------|
| <b>4500 GROSS POINT TOUHY TIF FUND</b>                                                 |                                 |                     |
| 4510 GROSS POINT TOUHY TIF                                                             | \$2,861,500                     |                     |
| TOTAL TOUHY CORRIDOR TIF FUND                                                          | \$2,861,500                     |                     |
| Appropriated for the expenses of the Gross Point Touhy<br>TIF Fund from other Revenues | \$2,861,500                     |                     |
| Levied for the expenses of the Gross Point Touhy TIF Fund                              |                                 | \$0                 |

**ARTICLE XI  
MILWAUKEE TIF FUND**

|                                                                                | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|--------------------------------------------------------------------------------|---------------------------------|---------------------|
| <b>4600 MILWAUKEE TIF FUND</b>                                                 |                                 |                     |
| 4610 MILWAUKEE TIF Admin                                                       | \$0                             |                     |
| TOTAL MILWAUKEE/TOUHY TIF                                                      | \$0                             |                     |
| Appropriated for the expenses of the Milwaukee<br>TIF Fund from other Revenues | \$0                             |                     |
| Levied for the expenses of the Milwaukee TIF Fund                              |                                 | \$0                 |

**ARTICLE XII  
CAPITAL PROJECTS FUND**

|                                                            | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|------------------------------------------------------------|---------------------------------|---------------------|
| <b>4300 CAPITAL PROJECTS FUND</b>                          |                                 |                     |
| 4310 WOODRIVER PROJECT                                     | \$0                             |                     |
| 4320 NORDICA PROJECT                                       | \$0                             |                     |
| 4321 NORDICA SSA 2016-2                                    | \$15,500                        |                     |
| 4322 CHESTERFIELD SSA 2016-1                               | \$9,500                         |                     |
| 4330 POLICE BUILDING CONSTRUCTION                          | \$1,002,255                     |                     |
| TOTAL CAPITAL PROJECTS FUND                                | \$1,027,255                     |                     |
|                                                            |                                 |                     |
| Appropriated for the expenses of the Capital Projects Fund |                                 |                     |
| Fund from other Revenues                                   | \$1,027,255                     |                     |
|                                                            |                                 |                     |
| Levied for the expenses of the Capital Projects Fund       |                                 | \$0                 |

**ARTICLE XIII  
WATER FUND**

|                                        | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|----------------------------------------|---------------------------------|---------------------|
| <b>5000 WATER FUND</b>                 |                                 |                     |
| 5010 WATER FUND ADMIN                  | \$3,325,846                     |                     |
| 5020 SUPPLY                            | \$10,388,863                    |                     |
| 5030 TRANSMISSION                      | \$3,584,478                     |                     |
| 5040 SEWER AND WATER                   | \$1,070,081                     |                     |
| 5060 STORMWATER                        | \$10,659,265                    |                     |
| TOTAL WATER FUND                       | \$29,028,533                    |                     |
|                                        |                                 |                     |
| Appropriated for the expenses of the   |                                 |                     |
| Water Fund from other revenues         | \$29,028,533                    |                     |
|                                        |                                 |                     |
| Levied for expenses for the Water Fund |                                 | \$0                 |

**ARTICLE XIV  
FAMILY FITNESS FUND**

|                                 | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|---------------------------------|---------------------------------|---------------------|
| <b>5200 FAMILY FITNESS FUND</b> |                                 |                     |
| 5210 FAMILY FITNESS ADMIN.      | \$705,041                       |                     |
| 5220 PROGRAMS                   | \$95,015                        |                     |
| 5230 AQUATICS                   | \$314,720                       |                     |
| 5240 FITNESS                    | \$119,676                       |                     |
| 5250 MEMBER SERVICES            | \$139,801                       |                     |
| 5260 MAINTENANCE                | \$311,712                       |                     |
| 5270 AEROBICS/SPINNING          | \$163,555                       |                     |
| TOTAL FAMILY FITNESS FUND       | \$1,849,521                     |                     |

Appropriated for the expenses of the  
Family Fitness Fund from other revenues \$1,849,521

Levied for expenses for the Family Fitness Fund \$0

**ARTICLE XV  
MUNICIPAL WASTE AGENCY FUND**

|                                         | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|-----------------------------------------|---------------------------------|---------------------|
| <b>5500 MUNICIPAL WASTE AGENCY FUND</b> |                                 |                     |
| 5510 MUNICIPAL WASTE AGENCY ADMIN       | \$1,969,300                     |                     |
| TOTAL MUNICIPAL WASTE AGENCY FUND       | \$1,969,300                     |                     |

Appropriated for the expenses of the Municipal  
Waste Agency Fund from other revenues \$231,928

Levied for expenses for the Municipal Waste Agency Fund \$1,737,372

**ARTICLE XVI  
AUTOMOTIVE FUND**

|                             | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|-----------------------------|---------------------------------|---------------------|
| <b>6100 AUTOMOTIVE FUND</b> |                                 |                     |
| 6110 AUTOMOTIVE ADMIN       | \$1,804,970                     |                     |
| 6120 GARAGE                 | \$1,268,850                     |                     |
| 6130 BUS MAINTENANCE        | \$375,392                       |                     |
| 6140 COURTESY TRANSP.       | \$1,158,286                     |                     |
| TOTAL AUTOMOTIVE FUND       | \$4,607,498                     | \$0                 |

Appropriated for the expenses of the Automotive  
Fund from other revenues \$4,607,498

Levied for expenses for the Automotive Fund \$0

**Article XVIII  
RISK MANAGEMENT FUND**

|                                                                                  | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|----------------------------------------------------------------------------------|---------------------------------|---------------------|
| <b>6200 RISK MANAGEMENT FUND</b>                                                 |                                 |                     |
| 6210 RISK MANAGEMENT ADMIN                                                       | \$1,617,980                     |                     |
| TOTAL RISK MANAGEMENT FUND                                                       | \$1,617,980                     |                     |
| Appropriated for the expenses of the<br>Risk Management Fund from other revenues | \$1,617,980                     |                     |
| Levied for expenses for the Risk Management Fund                                 |                                 | \$0                 |

**ARTICLE XVIII  
POLICE PENSION FUND**

|                                                                                 | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|---------------------------------------------------------------------------------|---------------------------------|---------------------|
| <b>7000 POLICE PENSION FUND</b>                                                 |                                 |                     |
| 7010 POLICE PENSION ADMIN                                                       | \$4,266,865                     |                     |
| TOTAL POLICE PENSION FUND                                                       | \$4,266,865                     |                     |
| Appropriated for the expenses of the<br>Police Pension Fund from other revenues | \$4,145,143                     |                     |
| Levied for expenses for the Police Pension Fund                                 |                                 | \$121,722           |

**ARTICLE XIX  
FIRE PENSION FUND**

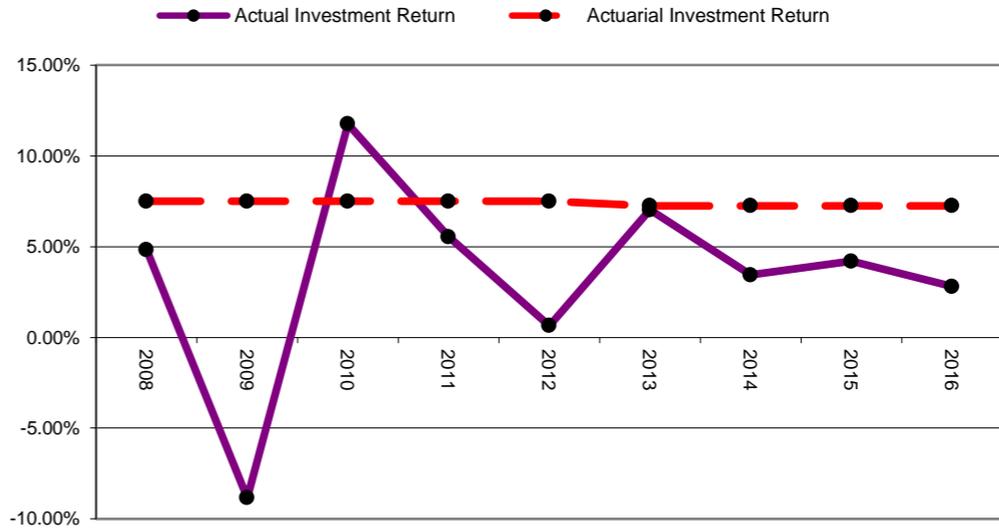
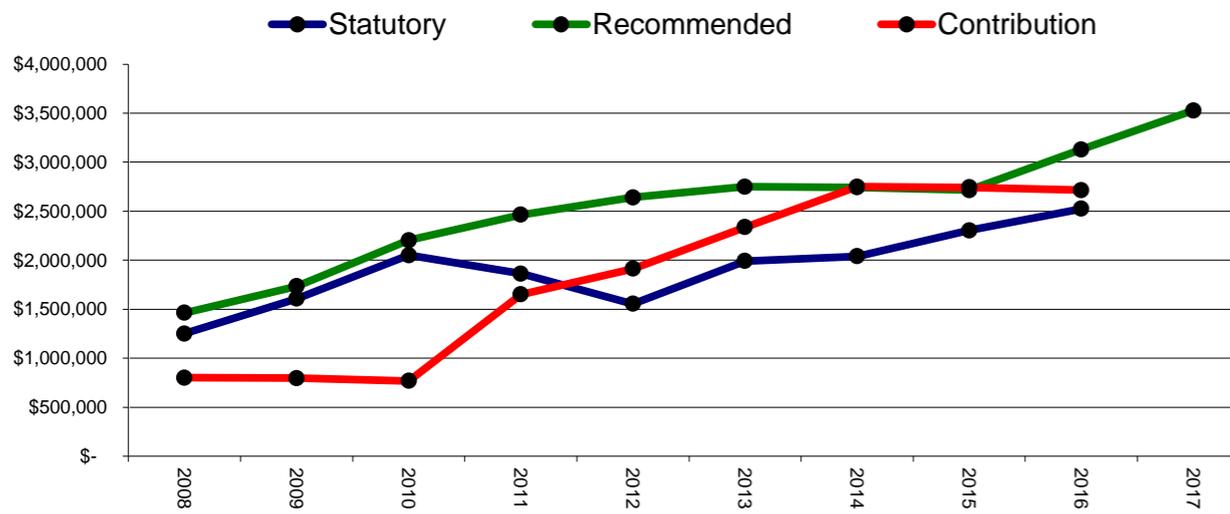
|                                                                               | <u>AMOUNTS<br/>APPROPRIATED</u> | <u>TAX<br/>LEVY</u> |
|-------------------------------------------------------------------------------|---------------------------------|---------------------|
| <b>7100 FIRE PENSION FUND</b>                                                 |                                 |                     |
| TOTAL FIRE PENSION FUND                                                       | \$4,144,369                     |                     |
| Appropriated for the expenses of the<br>Fire Pension Fund from other revenues | \$4,022,647                     |                     |
| Levied for expenses for the Fire Pension Fund                                 |                                 | \$121,722           |
| <b>TOTAL TAX LEVY</b>                                                         |                                 | <b>\$5,211,688</b>  |

# Village of Niles Pension Analysis

## Fire Pension Fund



| Budget Year | Minimum Statutory | DOI Actuary Recommended | Actuarial Recommended | Actual Village Contribution | Funding Sources        |                           |                  |                                       | Funded | Unfunded Liability | Investment Returns |                            |                 |
|-------------|-------------------|-------------------------|-----------------------|-----------------------------|------------------------|---------------------------|------------------|---------------------------------------|--------|--------------------|--------------------|----------------------------|-----------------|
|             |                   |                         |                       |                             | Property Tax Supported | 0.25% Sales Tax Supported | Post Office Rent | Supported By Reserves & Other Sources |        |                    | Actuarial Int Rate | Actuarial Assumed Int Rate | Market Int Rate |
| 2008        | \$ 1,250,374      |                         | \$ 1,462,051          | \$ 800,000                  | \$ 800,000             |                           |                  |                                       | 75%    | \$ 10,118,663      | 4.83%              | 7.5%                       |                 |
| 2009        | \$ 1,606,853      |                         | \$ 1,732,477          | \$ 796,538                  | \$ 796,538             |                           |                  |                                       | 71%    | \$ 12,629,487      | -8.84%             | 7.5%                       |                 |
| 2010        | \$ 2,049,865      |                         | \$ 2,203,114          | \$ 766,948                  | \$ 766,948             |                           |                  |                                       | 62%    | \$ 17,969,540      | 11.76%             | 7.5%                       |                 |
| 2011        | \$ 1,862,484      |                         | \$ 2,464,069          | \$ 1,650,573                | \$ 1,433,362           |                           |                  | \$ 217,211                            | 58%    | \$ 20,949,491      | 5.54%              | 7.5%                       |                 |
| 2012        | \$ 1,553,665      |                         | \$ 2,639,636          | \$ 1,912,484                | \$ 1,414,036           |                           |                  | \$ 498,448                            | 56%    | \$ 23,556,505      | 0.64%              | 7.5%                       |                 |
| 2013        | \$ 1,992,144      |                         | \$ 2,749,961          | \$ 2,335,863                | \$ 1,414,036           | \$ 671,827                |                  | \$ 250,000                            | 47%    | \$ 29,558,253      | 7.03%              | 7.25%                      |                 |
| 2014        | \$ 2,040,044      | \$ 2,379,434            | \$ 2,743,112          | \$ 2,749,961                | \$ 1,429,463           | \$ 372,703                | \$ 20,833        | \$ 926,962                            | 48%    | \$ 29,357,630      | 3.44%              | 7.25%                      |                 |
| 2015        | \$ 2,303,566      | \$ 2,536,910            | \$ 2,714,895          | \$ 2,743,112                | \$ 1,413,602           | \$ 888,350                | \$ 62,500        | \$ 378,660                            | 50%    | \$ 28,834,662      | 4.20%              | 7.25%                      | 2.90%           |
| 2016        | \$ 2,525,012      |                         | \$ 3,130,127          | \$ 2,714,895                | \$ 1,346,828           | \$ 302,141                | \$ 62,500        | \$ 1,003,426                          | 45%    | \$ 36,162,512      | 2.80%              | 7.25%                      | 0.10%           |
| 2017        | \$ 2,817,922      |                         | \$ 3,527,447          | \$ 3,130,127                | \$ 1,615,436           | \$ 428,261                | \$ 80,000        | \$ 1,006,430                          | 42%    | \$ 42,062,283      |                    |                            |                 |

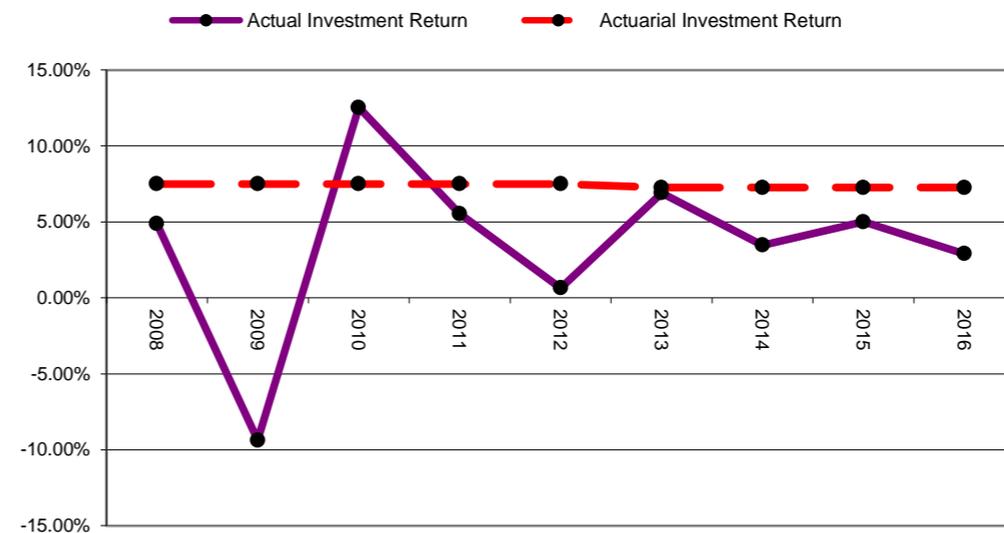
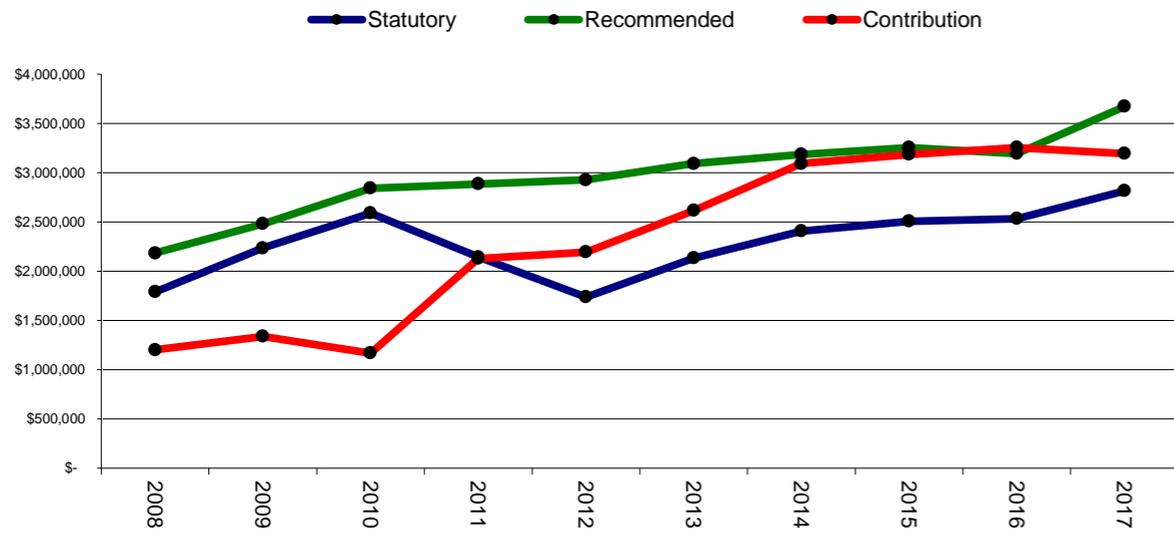


# Village of Niles Pension Analysis

## Police Pension Fund



| Budget Year | Minimum Statutory | DOI Actuary Recommended | Actuarial Recommended | Actual Village Contribution | Funding Sources        |                           |                  |                                       | Actuarial Funded | Unfunded Liability | Investment Returns |                            |                 |
|-------------|-------------------|-------------------------|-----------------------|-----------------------------|------------------------|---------------------------|------------------|---------------------------------------|------------------|--------------------|--------------------|----------------------------|-----------------|
|             |                   |                         |                       |                             | Property Tax Supported | 0.25% Sales Tax Supported | Post Office Rent | Supported By Reserves & Other Sources |                  |                    | Actuarial Int Rate | Actuarial Assumed Int Rate | Market Int Rate |
| 2008        | \$ 1,788,969      |                         | \$ 2,182,092          | \$ 1,200,000                | \$ 1,200,000           |                           |                  |                                       | 61%              | \$ 17,776,448      | 4.87%              | 7.5%                       |                 |
| 2009        | \$ 2,234,527      |                         | \$ 2,481,655          | \$ 1,336,569                | \$ 1,336,569           |                           |                  |                                       | 59%              | \$ 20,401,118      | -9.38%             | 7.5%                       |                 |
| 2010        | \$ 2,590,880      |                         | \$ 2,842,120          | \$ 1,168,077                | \$ 1,168,077           |                           |                  |                                       | 53%              | \$ 23,817,171      | 12.53%             | 7.5%                       |                 |
| 2011        | \$ 2,143,600      |                         | \$ 2,885,804          | \$ 2,129,316                | \$ 1,912,105           |                           |                  | \$ 217,211                            | 54%              | \$ 24,043,129      | 5.54%              | 7.5%                       |                 |
| 2012        | \$ 1,737,091      |                         | \$ 2,927,822          | \$ 2,193,600                | \$ 1,695,152           |                           |                  | \$ 498,448                            | 52%              | \$ 26,522,343      | 0.65%              | 7.5%                       |                 |
| 2013        | \$ 2,133,681      |                         | \$ 3,092,178          | \$ 2,616,979                | \$ 1,695,152           | \$ 671,827                |                  | \$ 250,000                            | 44%              | \$ 33,744,646      | 6.91%              | 7.25%                      |                 |
| 2014        | \$ 2,407,436      | \$ 2,653,046            | \$ 3,185,626          | \$ 3,092,178                | \$ 1,702,718           | \$ 372,703                | \$ 20,833        | \$ 995,924                            | 44%              | \$ 35,098,493      | 3.47%              | 7.25%                      |                 |
| 2015        | \$ 2,508,119      | \$ 2,853,169            | \$ 3,256,499          | \$ 3,185,626                | \$ 1,690,993           | \$ 888,350                | \$ 62,500        | \$ 543,783                            | 45%              | \$ 35,508,860      | 5.00%              | 7.25%                      | 3.30%           |
| 2016        | \$ 2,532,766      |                         | \$ 3,194,848          | \$ 3,256,499                | \$ 1,611,117           | \$ 302,141                | \$ 62,500        | \$ 1,280,741                          | 42%              | \$ 41,346,937      | 2.90%              | 7.25%                      | 0.30%           |
| 2017        | \$ 2,816,647      |                         | \$ 3,674,101          | \$ 3,194,848                | \$ 1,615,436           | \$ 428,261                | \$ 80,000        | \$ 1,071,151                          | 40%              | \$ 45,780,399      |                    |                            |                 |





# Village of Niles

## Police and Firefighters' Pensions

### Funding Policy

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#### **1.0 Applicability**

This policy applies to the calculation of the Village of Niles' annual "actuarially determined contribution" (ADC) to the Niles Police Pension Fund (NPPF) and the Niles Firefighters' Pension Fund (NFPF), which are the Village's police and fire pension trust funds organized under Article III and Article IV of the Illinois Pension Code.

#### **2.0 Background**

The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants. In order to assure that the plan is financially sustainable, the plan should accumulate adequate resources in a systematic and disciplined manner over the active service life of benefitting employees. This funding policy outlines the method the Village will utilize to determine its ADC to the NPPF and NFPF to fund the long-term cost of benefits to the plan participants and annuitants.

The Village intends for this funding policy to meet the guidelines for state and local governments set by the Pension Funding Task Force convened by the Center for State and Local Government Excellence. The guidelines set by this task force outline the following objectives for pension funding policy:

- **Actuarially Determined Contributions.** A pension funding plan should be based upon an actuarially determined annual required contribution (ADC) that incorporates both the cost of benefits in the current year and the amortization of the plan's unfunded actuarial accrued liability.
- **Funding Discipline.** A commitment to make timely, actuarially determined contributions to the retirement system is needed to ensure that sufficient assets are available for all current and future retirees.
- **Intergenerational equity.** Annual contributions should be reasonably related to the expected and actual cost of each year of service so that the cost of employee benefits is paid by the generation of taxpayers who receives services from those employees.
- **Contributions as a stable percentage of payroll.** Contributions should be managed so that employer costs remain consistent as a percentage of payroll over time.
- **Accountability and transparency.** Clear reporting of pension funding should include an assessment of whether, how, and when the plan sponsor will ensure sufficient assets are available for all current and future retirees.

### **3.0 Policy**

#### **3.1 Village Actuarially Determined Contribution (ADC)**

The Village will determine its ADC to the NPPF and NFPF using the following principles:

- a. The ADC will be calculated by an enrolled actuary.
- b. The ADC will include the normal cost for current service and amortization to collect or refund any under- or over-funded amount.
- c. The normal cost will be calculated using the entry age normal level percent of pay actuarial cost method using the following assumptions:
  - i. The investment rate of return assumption will be 7.25% per year.
  - ii. The salary increase assumption will be based on service and capture step, COLA and promotions. See Exhibit 1 for Fire Pension assumptions and Exhibit 2 for Police Pension assumptions.
  - iii. Non-economic assumptions -- such as rates of separation, disability, retirement, mortality, etc. -- shall be determined by the Board of Trustees of NPPF and NFPF in consultation with the actuary, requiring Village management approval to reflect current experience.
- d. The difference between the accrued liability and actuarial value of assets will be amortized to achieve 100% funding in 2040 (a 22-year closed period that began in 2015) based upon a level percentage of payroll.
- e. Actuarial assets will be determined using market valuation with gains and losses smoothed over a five (5) year period.

The Village will make its actuarially determined contribution to the NPPF and NFPF in two equal installments in or around October and April of each year.

#### **3.2 Transparency and Reporting**

Funding of the NPPF and NFPF shall be transparent to vested parties, including plan participants, annuitants, both Pension Funds' Board of Trustees, the Village Board, and Niles residents. In order to achieve this transparency, the following information shall be distributed:

- a. A copy of the annual actuarial valuation for the NPPF and NFPF shall be made available to the Village Board and the Pension Funds' Board of Trustees, and published on the Village's website.
- b. The Village's Comprehensive Annual Financial Report (CAFR) shall be published on its website.
- c. Each year, the Village Board shall approve the Village's annual contribution to the NPPF and NFPF during the budget process.
- d. The Village's annual operating budget shall include the Village's contribution to the NPPF and the NFPF, as well as a budget for the NPPF and the NFPF. The budget for the NPPF and the NFPF is controlled by the Board of Trustees of both funds, in accordance with state law. The budget document shall be published on the Village website, and made available at Village Hall and the Niles Public Library.

### **3.3 Review of Funding Policy**

Funding a defined benefit pension plan requires a long-term horizon. Assumptions and inputs into the policy should focus on long-term trends, not year-to-year shifts in the economic or non-economic environments. Generally, assumptions or inputs should be evaluated and changed if long-term economic or non-economic inputs have fundamentally changed or are no longer reasonable. As such, the Village will review this policy at least every five (5) years to determine if changes to this policy are needed to ensure adequate resources are being accumulated in the NPPF and NFPF. The Village reserves the right to make changes to this policy at any time if it is deemed appropriate.

*Exhibit 1*

***Fire Pension Expected Pay Increases***

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Explanation: The expected increase in individual salaries into the future should capture all anticipated increases that impact pensionable pay. Projected future salaries are used to determine projected future benefits that will be paid by the pension fund.

Current: Service-based table of rates. Long-term increases at 3.50%, with an additional increase in each of the first 5 years and at 9 years of service. Increase for merit for years 7 and forward of 1.5% to 1.0% -- except in year 9.

See table below.

| Service | Rate   | Service | Rate  |
|---------|--------|---------|-------|
| 0       | 7.50%  | 8       | 4.00% |
| 1       | 18.26% | 9       | 5.00% |
| 2       | 7.50%  | 10      | 4.00% |
| 3       | 7.50%  | 15      | 4.00% |
| 4       | 7.50%  | 20      | 3.50% |
| 5       | 4.00%  | 25      | 3.50% |
| 6       | 4.00%  | 30      | 3.50% |
| 7       | 4.00%  | 35      | 3.50% |

Reasoning: Service-based pay rates capture additional pay increases anticipated for employees early in their working careers, and cost of living adjustments for all employees. Long-Term pay increases are intended to capture average increases for inflation and for merit/promotions (more volatile).

*Exhibit 2*

***Police Pension Expected Pay Increases***

---

Explanation: The expected increase in individual salaries into the future should capture all anticipated increases that impact pensionable pay. Projected future salaries are used to determine projected future benefits that will be paid by the pension fund.

Current: Service-based table of rates. Long-term increases at 3.50%, with an additional increase of 4.0% in each of the first 5 years. An additional increase of 0.5% for merit/promotions has been captured in years 6 through 20.

See table below.

| Service | Rate  | Service | Rate  |
|---------|-------|---------|-------|
| 0       | 7.50% | 8       | 4.00% |
| 1       | 7.50% | 9       | 4.00% |
| 2       | 7.50% | 10      | 4.00% |
| 3       | 7.50% | 15      | 4.00% |
| 4       | 7.50% | 20      | 3.50% |
| 5       | 4.00% | 25      | 3.50% |
| 6       | 4.00% | 30      | 3.50% |
| 7       | 4.00% | 35      | 3.50% |

Reasoning: Service-based pay rates capture additional pay increases anticipated for employees early in their working careers, and cost of living adjustments for all employees. Long-Term pay increases are intended to capture average increases for inflation and for merit/promotions (more volatile).



# Contribution Requirement & Funded Percentage

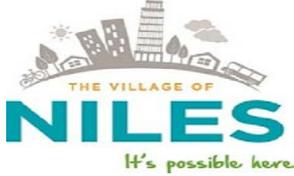
|                                                            | Fire         | Police       | Totals       |
|------------------------------------------------------------|--------------|--------------|--------------|
| Current Year Contribution Requirement                      | 3,527,447    | \$3,674,104  | \$7,201,551  |
| Prior Year Contribution Requirement                        | \$3,130,127  | \$3,194,848  | \$6,324,975  |
| Current Year Funded Percentage (Actuarial Value of Assets) | 42.01%       | 40.23%       | 41.10%       |
| Unfunded Actuarial Liability                               | \$42,062,283 | \$45,780,399 | \$87,842,682 |
| Active Member Count                                        | 47           | 53           | 100          |
| Inactive Member Count                                      | 62           | 61           | 123          |

**Niles Firefighters' and Police Pension Funds  
Presentation of Tax Levy Requests to  
Village of Niles Board of Trustees**

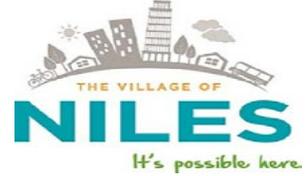
**October 26, 2016**

- The actuary expects the Village contribution to increase 3 to 5% annually, before any changes in experience, demographics or assumptions are taken into consideration
- All Illinois firefighter and police pension funds experienced flat investment returns this year, whether the return was measured at the end of the calendar year 2015 or April 30, 2016.
- Improvements in mortality was a significant contributing factor in causing increases in employer contributions this year. For some firefighter and police pension funds where mortality tables were being updated for the first time in years, the use of the most recent national mortality table – when coupled with flat investment returns -- caused alarming increases in employer contributions, up to 30 and 40%. (See *Daily Herald* article "Why longer life spans may spell bad news for public pensions" (July 7, 2016))
- Asset growth and cash flow are important to the health of the pension funds. Thus, monitoring the amount of annual benefits paid, compared to the Village's annual contribution, should be a priority. Providing sufficient resources to cover benefit payments and maintain investments will improve the funding status and health of the funds over time, as well as reduce the cost of the funds to the taxpayers over the long run.

|                                                                                              | <b>Niles Firefighters'<br/>Pension Fund</b>                                                                    | <b>Niles Police<br/>Pension Fund</b>                                                                   |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Recommended Village Contribution<br/>(increase over last year)</b>                        | \$3,527,447<br>(12.69%)                                                                                        | \$3,674,104<br>(15%)                                                                                   |
| <b>Current Funded Status</b>                                                                 | 42.01%                                                                                                         | 40.23%                                                                                                 |
| <b>Investment Return, Net of<br/>All Administrative Expenses<br/>Based upon Market Value</b> | 0.3%<br>for fiscal year ending<br>April 30, 2016                                                               | 0.1%<br>for fiscal year ending<br>April 30, 2016                                                       |
| <b>Annual Benefit Payments<br/><br/>(Expected Increases in<br/>Five and Ten Years)</b>       | \$3.6 million<br><br>(40 to 45% in five years or<br>\$1.5 million; 65 to 70%<br>in ten years or \$2.4 million) | \$4 million<br><br>(20 to 25% in five years or<br>\$957,000; 45 to 50% in ten<br>years or \$2 million) |



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Amending Chapter 10 Amusements and Entertainments, Article, Regulations for Licensees Operating Video Gaming, Sec. 10-83. Number of Video Gaming Licensed Establishments

Meeting Date 12/13/2016 Item Number 2
Requested by Liquor Commission Action Requested ORDINANCE
Prepared by Legal Department Assigned to: Trustee Alpogianis

ATTACHMENTS:

Table with 2 columns: Type, Description. Row 1: Ordinance, Ordinance

MOTION

I move for Board approval of an ordinance amending Chapter 10 Amusements and Entertainments, Article, Regulations for Licensees Operating Video Gaming, Sec. 10-83. Number of video gaming licensed establishments.

REASON FOR REQUEST / BACKGROUND

This ordinance will not increase the overall number of licenses, rather it will simply re-allocate the total number of video gaming licenses allowed by the Ordinance. This transition results from information provided by the Liquor Commissioner's office showing minimal to no interest in the licenses allocated to fraternal organizations and declining businesses.

Will this action involve an expenditure of funds? No

If yes, is this a budgeted item? [ ]

ORG# [ ] Total Amount for Approval [ ]
ACCT# [ ] Budget Amount [ ]
Variance [ ]

# ORDINANCE 2016 -

## ORDINANCE AMENDING CHAPTER 10 AMUSEMENTS AND ENTERTAINMENTS, ARTICLE IV REGULATIONS FOR LICENSEES OPERATING VIDEO GAMING TERMINALS, SECTION 10-83 NUMBER OF VIDEO GAMING LICENSED ESTABLISHMENTS TO THE CODE OF ORDINANCES, VILLAGE OF NILES

NOW, THEREFORE, BE IT ORDAINED, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

**SECTION 1:** Chapter 10 Amusements and Entertainments, Article, Regulations for Licensees Operating Video Gaming, Sec. 10-83. Number of video gaming licensed establishments to the Niles Code of Ordinances shall be amended as follows:

### CHAPTER 10 AMUSEMENTS AND ENTERTAINMENTS

\* \* \*

### ARTICLE IV REGULATIONS FOR LICENSEES OPERATING VIDEO GAMING TERMINALS

\* \* \*

#### **Sec. 10-83. Number of video gaming licensed establishments.**

Maximum number of 16 licensed establishments is allowed subject to subsection (e) herein. The distribution of these licenses is outlined below:

(a) Not more than ~~ten~~ twelve (~~10~~12) existing liquor license establishments may obtain video gaming licenses only if named license holder was in existence for a minimum of 18 months and in good stead with the Local Liquor Commissioner.

(b) Not more than two (2) new video gaming café business owners may obtain video gaming licenses only if the owners locate in a retail strip center or shopping center, that at the time of the execution of their lease of space, is experiencing a vacancy rate of greater than thirty percent (30%) (i.e.; gross leasable space available for rent, unoccupied or not producing rent for the owner) and who have applied for and received a liquor license.

(c) Not more than ~~two~~ one (~~2~~1) existing business owners who may or may not now hold a liquor license, may obtain video gaming licenses only if said business owners have owned or leased property in the Village of Niles for

five (5) or more years and whose business has declined over the past three (3) years and who have applied for and received a liquor license.

(d) Not more than ~~two~~ one (2~~1~~) fraternal or veterans' organizations may obtain video gaming licenses only if named license holders have operated within the Village of Niles for at least five (5) years and who have applied for and received a liquor license.

(e) In the event that one or more liquor license holders obtains a video gaming license and elects to install less than the maximum of five (5) machines, then, in that event, the Public Safety Committee shall have the authority, upon advice and consent of the Alcohol Tobacco and Gaming Commissioner, to allow additional liquor license holders in the Village to apply for and obtain a video gaming license. Notwithstanding this provision, in no event shall the Public Safety Committee allow more than a maximum five (5) additional video gaming licenses to be issued and in no event shall the total number of video gaming machines exceed the total number of machines authorized in subsections (a) through (d) herein.

**SECTION 2:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**SECTION 3:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

**SECTION 4:** That any section or provision of this ordinance that is construed to be invalid or void shall not affect the remaining sections or provisions which shall remain in full force and effect thereafter.

**PASSED:** This 13<sup>th</sup> day of December, 2016  
**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**

**APPROVED** by me this 13<sup>th</sup> day of December, 2016.

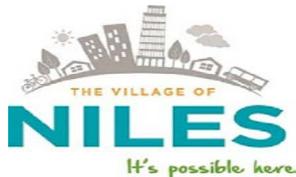
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President of the Village of Niles  
Cook County, Illinois

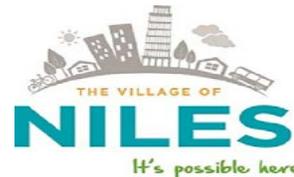
**ATTESTED AND FILED** in my office this 13<sup>th</sup> day of December, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Amending Chapter 6 Alcoholic Beverages, Sec. 6-38 Number

Meeting Date 12/13/2016

Item Number 3

Requested by Liquor Commission

Action Requested ORDINANCE

Prepared by Legal Department

Assigned to: Trustee Alpogianis

ATTACHMENTS:

| Type      | Description |
|-----------|-------------|
| Ordinance | Ordinance   |

MOTION

I move for Board approval of an Ordinance amending Chapter 6 Alcoholic Beverages, Sec. 6-38 Number.

REASON FOR REQUEST / BACKGROUND

This increases the number of Class A-7 liquor licenses from one to three.

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

ORG#

Total Amount for Approval

ACCT#

Budget Amount

Variance

**ORDINANCE 2016 -**

**ORDINANCE AMENDING CHAPTER 6 ALCOHOLIC BEVERAGES, SEC. 6-38 NUMBER TO THE NILES CODE OF ORDINANCES, VILLAGE OF NILES**

**NOW, THEREFORE, BE IT ORDAINED**, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

**SECTION 1:** Chapter 6 Alcoholic Beverages, Sec. 6-38 Number to the Niles Code of Ordinances shall be amended as follows:

**CHAPTER 6 ALCOHOLIC BEVERAGES**

\* \* \*

**ARTICLE II LICENSE**

\* \* \*

**Sec. 6-38. Number.**

No more than the maximum number of licenses set forth below shall be issued for any class of licenses.

| Class | Maximum number of licenses which may be issued |
|-------|------------------------------------------------|
|-------|------------------------------------------------|

\* \* \*

|                       |    |
|-----------------------|----|
| Class A, full liquor  |    |
| Subcategory Class A-7 | 13 |

**SECTION 2:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**SECTION 3:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

**SECTION 4:** That any section or provision of this ordinance that is construed to be invalid or void shall not affect the remaining sections or provisions which shall remain in full force and effect thereafter.

**PASSED:** This 13<sup>th</sup> day of December, 2016

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 13<sup>th</sup> day of December, 2016.

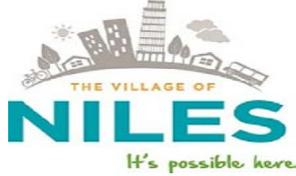
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President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 13<sup>th</sup> day of December, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



**Ordinance Amending Chapter 98 Traffic and Vehicles, Article V. Standing, Stopping and Parking, Sec. 98-157 Prohibited in Specified Places**

Meeting Date 12/13/2016 Item Number **4**  
 Requested by Legal Department Action Requested ORDINANCE  
 Prepared by Kathy Thake, Asst. to the Village Attorney Assigned to: Trustee Strzelecki

**ATTACHMENTS:**

| Type                                     | Description       |
|------------------------------------------|-------------------|
| <input type="checkbox"/> Ordinance       | Ordinance         |
| <input type="checkbox"/> Backup Material | 2016-57 Ordinance |

**MOTION**

I move for Board approval of an Ordinance amending Chapter 98 Traffic and Vehicles, Article V. Standing, Stopping and Parking, Sec. 98-157 Prohibited in specified places.

**REASON FOR REQUEST / BACKGROUND**

On October 25, 2016, Ordinance 2016-57 was adopted limiting parking for residents only in the neighborhood of Bunker Hill northeast of Milwaukee Avenue. This ordinance will codify the residents parking only under Chapter 98, Sec. 157(28) Prohibited in specified places.

Will this action involve an expenditure of funds?  No

If yes, is this a budgeted item?

ORG#  Total Amount for Approval   
 ACCT#  Budget Amount   
Variance

**ORDINANCE 2016 -**

**ORDINANCE AMENDING CHAPTER 98 TRAFFIC AND VEHICLES,  
ARTICLE V. STANDING, STOPPING AND PARKING,  
SEC. 98-157 PROHIBITED IN SPECIFIED PLACES  
TO THE CODE OF ORDINANCES, VILLAGE OF NILES**

**NOW, THEREFORE, BE IT ORDAINED**, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

**SECTION 1:** Chapter 98 Traffic and Vehicles, Article V. Standing, Stopping and Parking, Sec. 98-157(28) Prohibited in specified places to the Niles Code of Ordinances shall be amended as follows:

**CHAPTER 98 TRAFFIC AND VEHICLES**

\* \* \*

**ARTICLE V. STANDING, STOPPING AND PARKING**

\* \* \*

**Sec. 98-157. Prohibited in specified places.**

\* \* \*

(28) It shall be unlawful for the owner or operator of any motor vehicle to permit a motor vehicle not displaying a Village of Niles vehicle sticker or Niles Visitor Parking Permit to be parked in the Neighborhood of Bunker Hill northeast of Milwaukee Avenue including the streets of Ebinger Drive, Forest View Lane, Riverview Avenue and Rosemary Lane.

**SECTION 2:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**SECTION 3:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

**SECTION 4:** That any section or provision of this ordinance that is construed to be invalid or void shall not affect the remaining sections or provisions which shall remain in full force and effect thereafter.

**PASSED:** This 13<sup>th</sup> day of December, 2016

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 13<sup>th</sup> day of December, 2016.

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President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 13<sup>th</sup> day of December, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk

**ORDINANCE NO. 2016-57**

**ORDINANCE FOR THE PLACEMENT OF RESIDENT PARKING ONLY  
SIGNS FOR THE NEIGHBORHOOD OF BUNKER HILL NORTHEAST  
OF MILWAUKEE AVENUE INCLUDING THE STREETS OF EBINGER  
DRIVE, FOREST VIEW LANE, RIVERVIEW AVENUE AND ROSEMARY  
LANE LIMITING STREET PARKING TO VILLAGE RESIDENTS ONLY  
IN THE VILLAGE OF NILES**

**Dated: This 25th day of October, 2016**

**Published in Pamphlet Form by Authority  
of the  
President and Board of Trustees of  
the Village of Niles**

## **ORDINANCE 2016-57**

### **ORDINANCE FOR THE PLACEMENT OF RESIDENT PARKING ONLY SIGNS FOR THE NEIGHBORHOOD OF BUNKER HILL NORTHEAST OF MILWAUKEE AVENUE INCLUDING THE STREETS OF EBINGER DRIVE, FOREST VIEW LANE, RIVERVIEW AVENUE AND ROSEMARY LANE LIMITING STREET PARKING TO VILLAGE RESIDENTS ONLY IN THE VILLAGE OF NILES**

**WHEREAS**, it is the desire of the Village of Niles to promote the general health, welfare, and safety of all persons traveling upon all Village streets; and

**WHEREAS**, the Bunker Hill Neighborhood residents have requested assistance from the Village to the resolution of on street parking congestion; and

**WHEREAS**, a meeting was held on August 4, 2016, with the Bunker Hill Neighborhood residents; and

**WHEREAS**, it was identified that on street parking within the neighborhood is regularly congested, and may contribute to the traffic hazards associated with such congestion; and

**WHEREAS**, such congestion is associated with the encroachment of commercial use properties nearby and its regular parking of patrons and employees on neighborhood streets; and

**WHEREAS**, such congestion is also associated with multifamily units located within the neighborhood; and

**WHEREAS**, the Village will impose parking restricted to Village residents only to discourage nonresident parking.

**NOW, THEREFORE, BE IT ORDAINED**, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

**SECTION 1:** The recitals above are incorporated by reference and made a part of Section 1 of this Ordinance.

**SECTION 2:** It shall be unlawful for the owner or operator of any motor vehicle to permit a motor vehicle not displaying a Village of Niles vehicle sticker or Niles Visitor Parking Permit to be parked in the Neighborhood of Bunker Hill northeast of Milwaukee Avenue including the streets of Ebinger Drive, Forest View Lane, Riverview Avenue and Rosemary Lane, as described in Attachment A which is incorporated by reference and made a part of this ordinance.

**SECTION 3:** The Director of Public Services for the Village of Niles is hereby directed to post “Resident Parking Only” and “Neighborhood Resident Parking Only” signs identified in Attachment A.

**SECTION 4:** That all ordinances or parts of ordinances in conflict herewith are repealed.

**SECTION 5:** That this ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

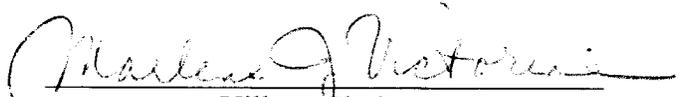
**PASSED:** This 25<sup>th</sup> day of October, 2016  
**AYES:** 6 Alpogianis, Jekot, LoVerde, Matyas, McCreery, Strzelecki  
**NAYS:** 0  
**ABSENT:** 0  
**ABSTAIN:** 0

**APPROVED** by me this 25<sup>th</sup> day of October, 2016.



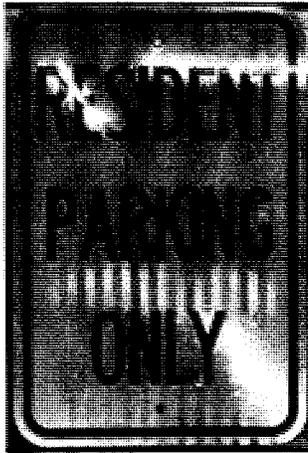
\_\_\_\_\_  
President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 25<sup>th</sup> day of October, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.



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





Example Street Sign



Example Entrance Sign

**THIS SIDE TOWARD WINDSHIELD**

**RESTRICTION: 24 HOURS ONLY**

ALL INFORMATION MUST BE  
IN INK FOR PERMIT  
TO BE VALID

**NILES VISITOR PARKING PERMIT**

|                                          |                      |
|------------------------------------------|----------------------|
| <b>ADDRESS OF RESIDENT BEING VISITED</b> |                      |
| <b>VISITOR LICENSE PLATE NO.</b>         |                      |
| <b>VALID 24 HOURS BEGINNING</b>          |                      |
|                                          |                      |
| <small>TIME</small>                      | <small>MONTH</small> |
| <small>DAY</small>                       | <small>YEAR</small>  |

**No 101**

1. It is the responsibility of the user to record the date of use on the face of the permit. Failure to do this invalidates the permit and a citation will be issued.
2. Hang this permit from rearview mirror facing out front windshield.
3. This permit is valid only on Franks Avenue.
4. Reproduction of this permit by unauthorized persons may result in prosecution.
5. Valid for 24 hours only.

Example Visitor Placard



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing an Intergovernmental Agreement with Pace for the Purchase of Service for the Provision of Bus Service (Niles Courtesy Bus) for 2017

Meeting Date 12/13/2016

Item Number 5

Requested by Public Services, Courtesy Transportation

Action Requested RESOLUTION

Prepared by Mary Anderson, Public Services

Assigned to: Trustee Matyas

ATTACHMENTS:

| Type                                | Description          |
|-------------------------------------|----------------------|
| <input type="checkbox"/> Resolution | Resolution           |
| <input type="checkbox"/> Agreement  | *2017 PACE Agreement |

MOTION

I move for Board approval of a resolution authorizing and intergovernmental agreement with Pace Suburban Transit for the purchase of services for the provision of bus service (Niles Courtesy Bus) for 2017.

REASON FOR REQUEST / BACKGROUND

This agreement provides for the continued operation of the Niles Courtesy Bus for calendar year 2017. The terms of the agreement are the same as calendar year 2016, only changes were the routes listed in Exhibit D. This service is a key element of the Village of Niles Comprehensive Plan.

Will this action involve an expenditure of funds?  No

If yes, is this a budgeted item?  No

ORG#  Total Amount for Approval

ACCT#  Budget Amount

Variance

## **RESOLUTION 2016-**

### **RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH PACE FOR THE PURCHASE OF SERVICES FOR THE PROVISION OF BUS SERVICE (NILES COURTESY BUS) FOR 2017**

**WHEREAS**, the Village of Niles provides a courtesy bus service within the Village; and

**WHEREAS**, Pace has been assisting the Village of Niles defraying the cost of providing such courtesy bus service; and

**WHEREAS**, the corporate authorities for the Village of Niles deem it to be in the best interests of the Village of Niles to enter into an Agreement with Pace for the Purchase of Services for the Provision of Bus Service (the "Agreement");

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute an intergovernmental agreement with Pace for the purchase of services for the provision of bus services (Niles Courtesy Bus) for 2017.

**PASSED:** This 13<sup>th</sup> day of December, 2016.

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 13<sup>th</sup> day of December, 2016.

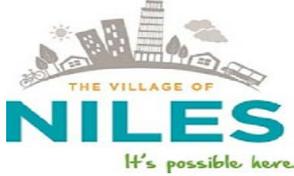
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President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 13<sup>th</sup> day of December, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing a Contractual Agreement with Covalent Software Limited for Performance Measurements Software

Meeting Date 12/13/2016 Item Number 6
Requested by Hadley Skeffington-Vos, Assistant Village Manager Action Requested RESOLUTION
Prepared by Hadley Skeffington-Vos, Assistant Village Manager Assigned to: Trustee Alpogianis

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Resolution, Backup Material, Backup Material.

MOTION

I move for Board approval of a Resolution authorizing a contractual agreement with Covalent Software Limited for performance measurements software in the amount of \$17,024.

REASON FOR REQUEST / BACKGROUND

The Village signed a contract with ICMA Insights in April 2016 (FY16) for performance measurement software, but two months later in FY17 ICMA Insights announced they were discontinuing the program. The Village was refunded the full amount (\$15,195) and re-opened a search for software providers and selected Covalent Software. Covalent's contract is a two year term in the amount of \$17,024 for the first year and \$9,024 for the second year, which will be budgeted in FY18.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# 1720 Total Amount for Approval \$17,024
ACCT# 3085 Budget Amount \$16,000
Variance \$1,024

## **RESOLUTION 2016-**

### **RESOLUTION AUTHORIZING A CONTRACTUAL AGREEMENT WITH COVALENT SOFTWARE LIMITED FOR PERFORMANCE MEASUREMENTS SOFTWARE**

**WHEREAS**, Covalent Software Limited will provide software for performance measurement tracking.

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute a contractual agreement with Covalent Software Limited.

**PASSED:** This 13<sup>th</sup> day of December, 2016

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 13<sup>th</sup> day of December, 2016.

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President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 13<sup>th</sup> day of December, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing a Contractual Lease Agreement with Ed and Natalia Kantorovich for the Cafe Located Inside the Niles Family Fitness Center Located at 987 Civic Center Drive

Meeting Date 12/13/2016 Item Number 7
Requested by Carl Maniscalco, Fitness Center Director Action Requested RESOLUTION
Prepared by Carl Maniscalco, Fitness Center Director Assigned to: Trustee Jekot

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Resolution, Agreement (\* Cafe Lease Agreement), and Exhibit (\* Cafe Exhibit A).

MOTION

I move for Board approval of a Resolution authorizing a contractual lease agreement with Ed and Natalia Kantorovich for the cafe located inside the Niles Family Fitness Center located at 987 Civic Center Drive.

REASON FOR REQUEST / BACKGROUND

The Fitness Center would like to renew the lease of Ed and Natalia Kantorovich for operating the cafe at the Fitness Center. The new lease would be for 1 year and would run through December 31, 2017. The Fitness Center currently receives \$425 per month. We have surveyed other park district and fitness center cafes and found that this is a very competitive price for the space. Many facilities do not have a cafe and the one in Glenview does not charge the vendor rent. The cafe space is 160 sq. ft. We would like to continue to offer this service to our members and guests and, in turn, collect \$5,100 a year in revenue.

Will this action involve an expenditure of funds? [No]

If yes, is this a budgeted item? [No]

ORG# [ ] Total Amount for Approval [ ]
ACCT# [ ] Budget Amount [ ]
Variance [ ]

## **RESOLUTION 2016-**

### **RESOLUTION AUTHORIZING A CONTRACTUAL LEASE AGREEMENT WITH ED AND NATALIA KANTOROVICH FOR THE CAFÉ LOCATED INSIDE THE NILES FAMILY FITNESS CENTER, 987 CIVIC CENTER DR., NILES, ILLINOIS**

**WHEREAS**, the café is located inside the Niles Family Fitness Center for the purpose of dispensing food and drinks to the guests of the Fitness Center; and

**WHEREAS**, the Village wishes to lease the café space to Ed and Natalia Kantorovich.

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute a lease agreement with Ed and Natalia Kantorovich.

**PASSED:** This 13<sup>th</sup> day of December, 2016

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 13<sup>th</sup> day of December, 2016.

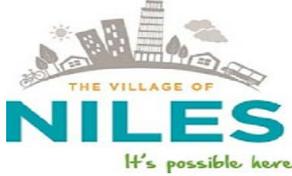
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President of the Village of Niles  
Cook County, Illinois

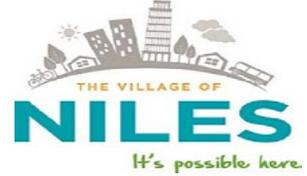
**ATTESTED AND FILED** in my office this 13<sup>th</sup> day of December, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



**Resolution Authorizing a Contractual Agreement with Klein, Thorpe & Jenkins, Ltd., for Legal Services Relating to a Long-Term Water Supply Agreement for the Villages of Morton Grove and Niles**

Meeting Date 12/13/2016 Item Number 8  
Requested by Legal Department Action Requested RESOLUTION  
Prepared by Legal Department Assigned to: Trustee Alpogianis

**ATTACHMENTS:**

| Type                                | Description |
|-------------------------------------|-------------|
| <input type="checkbox"/> Resolution | Resolution  |
| <input type="checkbox"/> Agreement  | Agreement   |

**MOTION**

I move for Board approval of a resolution authorizing a contractual agreement with Klein, Thorpe & Jenkins, Ltd., for legal services relating to a long-term water supply agreement for the Villages of Niles and Morton Grove.

**REASON FOR REQUEST / BACKGROUND**

This resolution will authorize an agreement with Klein, Thorpe & Jenkins, Ltd., to act as Special Legal Counsel concerning the development and possible implementation of a long-term water supply agreement for the Villages of Niles and Morton Grove. The costs for these services shall be paid equally between the Villages of Niles and Morton Grove. The Village of Morton Grove approved this agreement at their November 28, 2016 Board meeting.

Will this action involve an expenditure of funds?   
If yes, is this a budgeted item?   
ORG#  Total Amount for Approval   
ACCT#  Budget Amount   
Variance

## RESOLUTION 2016-

### RESOLUTION AUTHORIZING A CONTRACTUAL AGREEMENT WITH KLEIN, THORPE & JENKINS, LTD FOR LEGAL SERVICES RELATING TO A LONG-TERM WATER SUPPLY AGREEMENT FOR THE VILLAGES OF MORTON GROVE AND NILES

**WHEREAS**, the Village of Niles, Cook County, Illinois (the “*Village*”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “Home Rule Powers”); and

**WHEREAS**, for many decades, the Village of Niles and Morton Grove have purchased water from the City of Chicago; and

**WHEREAS**, the City of Chicago implemented substantial rate hikes in the recent pass, which prompted the Villages of Niles and Morton Gove to collaborate and determine whether there exists an alternative water source at a more favorable rate; and

**WHEREAS**, the Villages did receive a proposal to purchase water from the City of Evanston, which offers long term savings along with consistent and ascertainable rates over a 60-year period; and

**WHEREAS**, in order to work through the technical and specialized nature of the terms and possibly reduce the proposal to an enforceable agreement, the Villages of Niles and Morton Grove require special counsel to assist in the analysis, negotiations and drafting of a water supply agreement and ancillary matters; and

**WHEREAS**, the Village Manager of Niles and Village Attorney together with the Village Administrator and Corporation Counsel of Morton Grove have recommended the Village retain the services of Klein Thorpe and Jenkins, Ltd. As special counsel to assist the Villages in the negotiation and drafting of a long term water supply agreement with the city of Evanston as well as other legal services related to this project. The costs for these legal services shall be paid equally by the Villages of Morton Grove and Niles.

**NOW, THEREFORE, BE IT RESOLVED**, that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, hereby approve the following:

**SECTION 1:** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2:** The Village President is hereby authorized to execute an agreement with Klein Thorpe and Jenkins, Ltd. For the joint legal representation of Morton Grove and Niles for

services related to establishing an alternative water supply from the city of Evanston and related issues in substantial conformity to Exhibit "A" attached hereto.

**SECTION 3:** The Village Manager, Village Attorney and/or his/her designee are hereby authorized to take all steps necessary to implement said Contract.

**SECTION 4:** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

**SECTION 5:** All ordinances, resolutions, motions or orders in conflict are hereby repealed to the extent of such conflict.

**SECTION 6:** This Resolution shall be in full force and effect upon its passage and approval as provided by law.

**PASSED:** This 13<sup>th</sup> day of December, 2016

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 13<sup>th</sup> day of December, 2016.

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President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 13<sup>th</sup> day of December, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk

**KTJ**

KLEIN, THORPE & JENKINS, LTD.  
Attorneys at Law

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www.ktjlaw.com

November 8, 2016

Mr. Ralph Czerwinski  
Village Administrator  
Village of Morton Grove  
6101 North Capulina Avenue  
Morton Grove, Illinois 60053

Mr. Steven Vinezeano  
Village Manager  
Village of Niles  
1000 Civic Center Drive  
Niles, Illinois 60714

**Re: Joint Engagement Letter with  
the Village of Morton Grove and the Village of Niles**

Dear Mr. Czerwinski and Mr. Vinezeano:

You have requested that Klein, Thorpe and Jenkins, Ltd. ("KTJ") represent the Village of Morton Grove and the Village of Niles (collectively, the "Villages") in connection with: (1) the review, discussion, drafting and negotiation of an agreement and other documents necessary to enable the Villages to obtain a supply of Lake Michigan water from one or more Illinois municipalities, including but not limited to the City of Evanston or the Village of Skokie; (2) the preparation of related intergovernmental agreements to enable the Villages to design, construct and install necessary common improvements for the transmission of Lake Michigan water; (3) advice regarding alternatives for intergovernmental cooperation between the Villages, including the possible creation of a new intergovernmental water supply entity; and (4) other related matters as assigned (collectively, the "Project").

The purpose of this letter is to confirm our engagement as counsel by both Villages, and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are KTJ's standard terms of engagement for local government representation. Please review these and let me know if you have any questions concerning our policies.

Because the Villages are subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*, we do not require an advance fee deposit for our services. You have advised that you will each be responsible to pay one-half of the cost for our services, and have requested that we provide all billing information to both Villages. Both Villages will be jointly and severally liable in the event that one Village fails to pay.

Our services will be provided based upon our standard "local government" hourly rates. The current local governmental rates are set forth in Exhibit "A" to this letter. These rates are ordinarily reviewed and adjusted in January of each year.

In order to represent both Villages, rigorous ethical requirements must be met.

Joint representation of multiple clients, which is ordinarily a conflict of interest, is allowed if the lawyer reasonably believes the representation of the clients will not be adversely affected, and the clients consent after disclosure, including explanation of the implications of the common representation and the advantages and risks involved. Based on the information you have provided, we have concluded that KTJ can represent both Villages in the Project. However, please consider the following:

1. Although the law is not settled, it is our opinion that any information disclosed by you to us in connection with the joint representation will not be protected by the lawyer-client privilege in a subsequent legal proceeding brought by one of you against the other involving this representation. Moreover, we believe we cannot effectively represent both Villages if information disclosed to us by one of the Villages must be preserved in confidence from the other. Accordingly, in the course of this representation, we will disclose to both of you all information we receive from either of you relating to the Project. Therefore, if KTJ is to represent all of you in connection with the Project, it will only be with the express understanding that each of you has waived the lawyer-client privilege to the extent, but only to the extent, that the privilege might otherwise require us to preserve in confidence information disclosed to us by one of you from another of you, either in the course of this representation or in connection with any subsequent legal proceeding brought by one of you against the other involving this representation.
2. At this time, there does not appear to be any difference of opinion between the Villages with respect to the legal issues involved in the Project, your rights and obligations in the matter, or the most effective strategy of dealing with the legal issues presented. However, should material differences develop between you in the future that cannot be amicably resolved between you, or that KTJ concludes cannot be resolved on terms compatible with the best interests of both of you, then you agree that the firm must at that time withdraw from the representation of both of you on the Project without breaching any obligation to you. Should this occur, we will assist each of you in obtaining new counsel if you wish. You would, of course, continue to be responsible for payment of all KTJ's accrued legal fees and expenses advanced on your behalf.

In addition to these considerations relating to the proposed joint representation, there is also a potential conflict of interest under the Rules of Professional Conduct with respect to our representation of each of your Villages as special counsel. In particular, we currently represent Morton Grove in connection with general municipal law matters, business license and code enforcement matters and tax increment financing and redevelopment matters and we represent Niles from time to time on special projects relating to particular issues, most recently regarding referenda involving public officials of Niles. We do not expect any of these representations to have any detrimental impact on our representation of your two Villages. In order for KTJ to undertake this joint representation, it will also require each of the Villages to agree that KTJ's service as counsel in this joint representation for the Project will not be asserted as a conflict of interest with respect to any representations that KTJ may provide to the other Village.

In the event that litigation develops between the Village of Morton Grove and the Village of Niles regarding the Project, each client will retain separate and independent counsel outside KTJ to handle pre-litigation and litigation work, and KTJ will not represent either Village in such a situation.

Obviously, each of you has the right to obtain separate legal counsel. However, it is KTJ's understanding, notwithstanding the considerations set forth above, that you wish KTJ to represent both of you jointly in connection with the Project and subject to the waiver discussed above.

If the terms described above and in the attached Terms of Engagement are satisfactory, and you are willing to consent to KTJ's joint representation, waive any right to object to a conflict of interest, and accept the limitations on our professional responsibilities to you, all based on the disclosures and conditions set forth in this letter, please so indicate in the space provided below, and return one copy of this letter to me by mail, with a copy by electronic mail.

Thank you for retaining Klein, Thorpe and Jenkins, Ltd., and we look forward to working with you to bring these matters to a successful conclusion.

If there are any questions, please feel free to contact me.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

  
Michael T. Jurusik

cc: Teresa Liston, Village Attorney, Village of Morton Grove  
Danielle Grcic, Village Attorney, Village of Niles

**CONSENT TO JOINT REPRESENTATION**

The Village of Morton Grove and the Village of Niles consent to Klein, Thorpe and Jenkins, Ltd.'s joint representation in the Project on the terms and conditions set forth in this letter.

**VILLAGE OF MORTON GROVE**

**VILLAGE OF NILES**

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

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

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

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

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

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

**KLEIN, THORPE AND JENKINS, LTD.**

**TERMS OF ENGAGEMENT**

We appreciate your decision to retain Klein, Thorpe and Jenkins, Ltd. ("KTJ") as your special legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation, as described in the letter, must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

**Confidentiality and Related Matters**

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation, government or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, elected or appointed officials, or persons in similar positions, or with its parent, subsidiaries or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, KTJ's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are

adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, elected or appointed officials, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected or paid by the insurer.

Of course, as a governmental entity, the Villages are subject to various "sunshine" laws, such as the *Freedom Of Information Act* and the *Open Meetings Act*, which require certain information and activities to be accessible to the public. To the extent that we obtain any information from either of the Villages or their officers, officials and employees that is not subject to disclosure under applicable laws or that is not otherwise obtained in a public forum, we will treat such matters as confidential. On the other hand, if we obtain information in the course of our representation of the Villages and such information would be obtainable under applicable law by members of the public, such information would not be confidential and could be disclosed to others. We will, of course, adhere to these same information disclosure principles with our other governmental and private sector clients.

KTJ attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require KTJ to allow access by third parties to your confidential information, and, in some cases, these third parties may be located outside of the United States. KTJ will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

## **Fees and Billing**

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

## **Legal Fees**

We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee. If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal services, other economic factors, and the augmentation of a particular lawyer's ability, experience and reputation. Any such changes in hourly rates are applied prospectively after written notice of such change in hourly rates. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly.

## **Disbursements**

In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification and registration fees charged by governmental bodies. Our out-of-pocket expenses typically include, but are not limited to, such items as overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

KTJ attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. KTJ may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities or clerical

help. For these administrative and coordination services, KTJ may charge an administrative fee, which will be separately disclosed to you.

## **Billing**

We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged. If a statement remains unpaid for more than thirty (30) days, you will be contacted by a KTJ representative inquiring why it is unpaid. Additionally, if a statement has not been paid within thirty (30) days from its date, KTJ may impose an interest charge consistent with the Local Government Prompt Payment Act, as amended, or one percent (1.0%) per month (a twelve percent (12%) annual percentage rate), whichever is less, from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is KTJ's policy that if an invoice remains unpaid for more than ninety (90) days, absent extraordinary circumstances and subject to legal ethics constraints, KTJ's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, KTJ will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that KTJ determines, is paid to it.

In addition, if you do not pay KTJ's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment. If allowed by applicable law, KTJ is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, KTJ shall have all general, possessory or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

## **Questions About Our Bills**

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

## **Relationships with Other Clients**

Because we are a full-service law firm, we may be (and at times are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by KTJ in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with KTJ, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other KTJ personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

## **Knowledge Management Tool**

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search KTJ's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

## **Termination**

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

**Exhibit "A"**

**Billing Rates**

Please be advised that the billing rates for all Special Counsel Services that my firm provides to the Village of Morton Grove and the Village of Niles will be as follows:

**A. GENERAL LEGAL SERVICES:**

\$205.00 per hour for partner's time  
\$195.00 per hour for senior associate's time  
\$185.00 per hour for associate's time  
\$155.00 per hour for senior paralegal's time  
\$145.00 per hour for paralegal's time  
\$125.00 per hour for law clerk's time  
\$ 85.00 per hour for paralegal/clerk time

**B. LITIGATION AND APPEALS:**

\$205.00 per hour for partner's time  
\$195.00 per hour for senior associate's time  
\$185.00 per hour for associate's time

**C. EMPLOYMENT / COLLECTIVE BARGAINING SERVICES:**

\$225.00 per hour for partner's time  
\$205.00 per hour for senior associate's time  
\$185.00 per hour for associate's time

**D. INTERGOVERNMENTAL AGREEMENT NEGOTIATION SERVICES:**

\$225.00 per hour for partner's time  
\$205.00 per hour for senior associate's time  
\$185.00 per hour for associate's time

**E. SPECIAL PROJECT WORK (e.g., work in relation to which the fee is reimbursable to the Village from a third party):**

\$240.00 per hour for partner's time  
\$220.00 per hour for senior associate's time  
\$200.00 per hour for associate's time

**F. DEBT ISSUANCE WORK:**

To be negotiated based on the complexity of the financing and whether an opinion is required relative to the debt issuance, but not less than the greater of twenty-five hundredths of a percent (0.25%) of the amount of the debt issue or \$1,500.00.

**G. SPECIAL ASSESSMENTS:**

Four percent (4%) of the estimated cost of construction, plus property acquisition costs and actual out-of-pocket costs; which are built into the special assessment project costs (the same fee since 1999).

**H. SPECIAL SERVICE AREAS:**

Two percent (2%) of the estimated cost of construction or the general services hourly rate fee, whichever is greater; which is built into the special service area project costs (the same fee since 1999).

**I. TAX INCREMENT FINANCING DISTRICTS:**

\$240.00 per hour for partner's time  
\$220.00 per hour for senior associate's time  
\$200.00 per hour for associate's time

**J. MISCELLANEOUS EXPENSES:**

Miscellaneous expenses incurred are billed as follows:

|                     |              |
|---------------------|--------------|
| Copying -           | 20¢ per page |
| Printing -          | actual cost  |
| Delivery -          | actual cost  |
| Filing fees -       | actual cost  |
| Mileage -           | not charged  |
| Computer research - | actual cost  |
| Secretarial -       | not charged  |
| Facsimile -         | not charged  |



BOARD AGENDA ITEM EXPLANATION FORM



**Board Approval - Payment to Weber Group Management, Inc. for Asbestos Abatement at Fire Station 3**

Meeting Date 12/13/2016 Item Number 9  
 Requested by Mary Anderson, Public Services Director Action Requested REQUEST FOR BOARD APPROVAL  
 Prepared by Fred Braun, Streets Superintendent Assigned to: Trustee Matyas

**ATTACHMENTS:**

| Type                                     | Description       |
|------------------------------------------|-------------------|
| <input type="checkbox"/> Backup Material | Invoice           |
| <input type="checkbox"/> Department Memo | Purchase Memo     |
| <input type="checkbox"/> Backup Material | WGM Cost Estimate |

**MOTION**

I move for Board approval for payment to Weber Group Management, Inc., for asbestos abatement as part of the Fire Station 3 Renovation in the amount of \$29,036.

**REASON FOR REQUEST / BACKGROUND**

Weber Group Management, Inc. was the lowest bidder via the U.S. Communities competitive bidding process. The additional cost was incurred from unforeseen asbestos material in the boiler requiring immediate asbestos abatement.

Will this action involve an expenditure of funds?  Yes

If yes, is this a budgeted item?  Yes

|       |                                   |                           |                                       |
|-------|-----------------------------------|---------------------------|---------------------------------------|
| ORG#  | <input type="text" value="4510"/> | Total Amount for Approval | <input type="text" value="\$29,036"/> |
| ACCT# | <input type="text" value="3810"/> | Budget Amount             | <input type="text" value="\$19,900"/> |
|       |                                   | Variance                  | <input type="text" value="\$9,136"/>  |

# INVOICE

Weber Group Management, Inc.  
5751 W. Higgins  
Chicago, Illinois 60630

Invoice#: WG16-215  
Invoice Date: 11/21/2016  
Project #: WG16-215

Bill To: John Kosina  
City of Niles  
6849 W. Touhy  
Niles, Illinois 60714

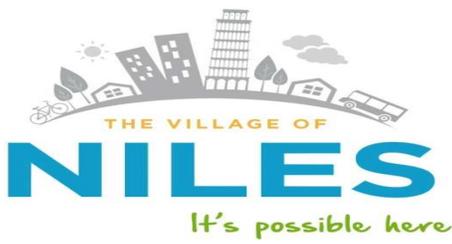
RE: Fire Station # 3

| Description                        | Hours/Qty | Rate      | Amount       |
|------------------------------------|-----------|-----------|--------------|
| Asbestos Abatement Fittings        | 1         | 16,900.00 | \$ 16,900.00 |
| Asbestos Abatement Boiler Extra    | 1         | 8,200.00  | \$ 8,200.00  |
| Asbestos Air Monitoring            | 6         | 600.00    | \$ 3,600.00  |
| Asbestos Inspection Boiler Samples | 12        | 28.00     | \$ 336.00    |
|                                    |           | TOTAL     | \$29,036.00  |

It's been a pleasure working with you!

**BALANCE DUE**

**\$ 29,036.00**



**MAYOR**  
Andrew Przybylo

**VILLAGE MANAGER**  
Steven C. Vinezeano

**VILLAGE CLERK**  
Marlene J. Victorine

**TRUSTEES**  
George D. Alpogianis  
John C. Jekot  
Joe LoVerde  
Danette O'Donovan Matyas  
Denise McCreery  
Dean Strzelecki

## MEMORANDUM

**TO:** Steven Vinezeano – Village Manager  
Mary Anderson – Public Services Director

**FROM:** Fred Braun  
Streets Superintendent

**DATE:** November 22, 2016

**SUBJECT: Asbestos Abatement at Fire Station 3**

As part of the Fire Station 3 Renovation Project, asbestos abatement was a known component of the project. We anticipated a cost in the \$20,000-\$30,000 range based on the original building study performed by Wight. When obtaining estimates for this work, we found that U.S. Communities had competitively bid these services. The low bidder was Weber Group Management, Inc. (WGM).

WGM inspected the building and provided a cost of just over \$19,000 for the asbestos abatement. However, after beginning the abatement, it was discovered that a boiler had asbestos containing material inside of the boiler. This was unforeseen and could not have been known prior to disassembly of the boiler. This increased the total cost to \$29,036.00.

The majority of the abatement was able to be done using containment bags. The boiler work required the building of a containment room due to the size of the boiler and the amount of asbestos containing material in the boiler.

In the interest of keeping the project on schedule and keeping people safe while working on the project, I authorized the additional expenditures despite the cost now extending beyond the \$20,000 threshold. I also notified both Steve Vinezeano and Mary Anderson of this immediately. I am now requesting Board approval of this emergency expenditure that exceeds \$20,000.

**FEE STRUCTURE**

1. Asbestos Turnkey Services

Asbestos Abatement of pipe fittings and roof drains by DEM Services \$ 16,900.00  
(see attached proposal)

Asbestos Project Management and Air Sampling Procedures 5 days @ 600.00 \$ 3000.00

**WGM TOTAL FEE \$ 19,900.00**

The services outline above will provide the City of Niles with all the necessary information to be in compliance with all pertinent federal, state, and local regulations. This proposal expires 60 days from the date in which it is submitted.

**The project payable as follows: The balance of Nineteen Thousand Nine Hundred Dollars and Zero Cents (\$19,900.00) due upon final presentation of the final report.** Your signature and/or purchase order number will be considered as authorization to proceed as outlined above. If you have any questions, please feel free to call me at (773) 283-8121. We look forward to hearing from you in the future.

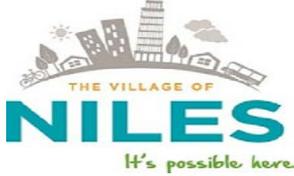
Submitted: Michael D. Herman  
Michael D. Herman

Date: 10/24/2016

Accepted:

  
John Kosina

Date: 10-25-2016



BOARD AGENDA ITEM EXPLANATION FORM



Board Approval - Authorization of Use of the NJPA Contractual Pricing Pursuant to Government Joint Purchasing Act, 30 ILCS 525/0.01, et. seq., with Sewer Equipment Company of America for Purchase of a Truck Mounted Combination Sewer Cleaner

Meeting Date 12/13/2016 Item Number 10
Requested by Mary Anderson, Director of Public Services Action Requested PURCHASE
Prepared by Mike Haws, Fleet Manager Assigned to: Trustee Matyas

ATTACHMENTS:

Table with 2 columns: Type, Description. Includes entries for Department Memo, Backup Material, and Agreement with their respective descriptions.

MOTION

I move for Board approval to authorize the use of the National Joint Powers Alliance (NJPA) contractual pricing pursuant to Government Joint Purchasing Act, 30 ILCS 525/0.01, et. seq., with Sewer Equipment Company of America for purchase of a Truck Mounted Combination Sewer Cleaner in the amount of \$395,000. This purchase is contingent on receiving the required financing.

REASON FOR REQUEST / BACKGROUND

This vehicle is replacing Unit #484, a 1994 Sewer Vactor. Financing with installment payments for this vehicle was included in the approved FY17 budget.
Total Amount for Approval: \$395,000
Estimated Budgeted First Year Payment: \$88,727
It should be noted the vendor has agreed to provide the upgraded paint color and chassis at no additional cost, a savings of approximately \$12,000.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# 6120 Total Amount for Approval \$395,000
ACCT# 3820 Budget Amount \$88,727
Variance

Home > Cooperative Purchasing > Contracts - Fleet > Public Utility & Airport Equipment > Sewer Equipment



## Sewer Equipment



**Contract#:** 022014-SCA

**Category:** Public Utility & Airport Equipment

**Description:** Sewer Cleaning and Hydro Excavating Equipment

**Maturity Date:** 03/18/2018

Sewer Equipment, formally Sewer Equipment Co. of America, is the new corporate home of Ramvac Hydro Excavators, Mongoose Jetters, Sewer Equipment Co. of America and Vacmasters by Sewer Equipment. With 75 years of experience, Sewer Equipment and its brands proudly provide customers with the highest quality truck and trailer jetters, combination sewer cleaners, easement machines, hydro and air excavators, rodders and bucket machines. We stand behind our commitment to providing the "Best Products, Best Local Support".

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

**HOW TO PURCHASE** ?  
Our step-by-step guide

### Vendor Contact Info

Tom Hochmuth  
Direct Phone: 815-342-1700  
[tomhochmuth@sewerequipment.com](mailto:tomhochmuth@sewerequipment.com)  
[www.sewerequipment.com](http://www.sewerequipment.com)

Home > Cooperative Purchasing > Contracts - Fleet > Public Utility & Airport Equipment > Sewer Equipment



## Sewer Equipment



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### HOW TO PURCHASE

Our step-by-step guide



### Vendor Contact Info

Tom Hochmuth

[tomhochmuth@sewerequipment.com](mailto:tomhochmuth@sewerequipment.com)

[www.sewerequipment.com](http://www.sewerequipment.com)

Direct Phone: 815-342-1700

### Contract Related Questions:

Kelly Pearson

Contract Administration Specialist

218-895-4139

[Kelly.Pearson@NJPAcoop.org](mailto:Kelly.Pearson@NJPAcoop.org)

### Membership Related Questions:

For membership related questions, click the link below to access the NJPA membership team. You will find full contact information at the bottom of the page. Questions regarding this specific contract should be directed to the NJPA employee(s) identified in the "Contract Related Questions" section above.

<http://njpa.co/membership>



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 022014 Sewer Vacuum, Hydro-excavation, and street sweeper equipment with related accessories & supplies  
Sewer Equipment Company of America  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be March 18<sup>th</sup>, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Couette  
NJPA Executive Director (Name printed or typed)

Awarded this 18<sup>th</sup> day of March, 20 14 NJPA Contract Number # 022014-SCA

NJPA Authorized signature: [Signature] Scott Veronen  
NJPA Board Member (Name printed or typed)

Executed this 18<sup>th</sup> day of March, 20 14 NJPA Contract Number # 022014-SCA

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Sewer Equipment Company of America  
Vendor Authorized signature: [Signature] Tom Hochmuth  
(Name printed or typed)

Title: Western Region Sales Manager  
Executed this 22<sup>nd</sup> day of March, 20 14 NJPA Contract Number # 022014-SCA



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.**

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Sewer Equipment Company of America Date: 2-13-14

Company Address: 1590 Dutch Road

City: Dixon IL State: IL Zip: 61021

Contact Person: Tom Hochmuth Title: Western Region Sales Manager

Authorized Signature (ink only): [Signature] Tom Hochmuth  
(Name printed or typed)



**BOARD AGENDA ITEM EXPLANATION FORM**



**Appointment of Steven C. Vinezeano to the Public Arts and Culture Advisory Council as a Representative of the Niles VFW Memorial Post 3579**

Meeting Date 12/13/2016

Item Number 11

Requested by President Przybylo

Action Requested REQUEST FOR BOARD APPROVAL

Prepared by Cathy Spadoni, Admin Asst Assigned to: President Przybylo

**MOTION**

I move for Board approval of the appointment of Steven C. Vinezeano to the Public Arts and Culture Advisory Council as a representative of the Niles VFW Memorial Post 3579.

**REASON FOR REQUEST / BACKGROUND**

President Przybylo recommends appointment of Steven Vinezeano to the Public Arts and Culture Advisory Council.

Will this action involve an expenditure of funds?  No

If yes, is this a budgeted item?

ORG#  Total Amount for Approval

ACCT#  Budget Amount

Variance